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ENGINEERING & TESTING, INC.
1215 DIUGUID DRIVE | MURRAY, KY 42071

Case No. 2019-00413

RECEIVED

NOV 13 2019

PUBLIC SERVICE
COMMISSION

November 12, 2019

Gwen Pinson
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602

RE: Transfer of Ownership of Murray Water District #2 to the City of Murray

Dear Director Pinson:

Please find enclosed an original and ten copies of the filing documents for the transfer of ownership of Murray Water District #2 to the City of Murray.

BFW Engineers has been hired by the Water District and City of Murray to assist in this transfer.

Sincerely,

Donald Elias, Project Coordinator
270-227-2271

www.bfwengineers.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

NOV 13 2019

PUBLIC SERVICE
COMMISSION

IN MATTER OF:

APPLICATION OF WD #2 WATER SYSTEM)
FOR AN ORDER APPROVING A TRANSFER)
OF OWNERSHIP AND CONTROL)

CASE # 2019-00413

JOINT APPLICATION

Applicants WATER DISTRICT #2 ("WD #2") and the CITY OF MURRAY, KENTUCKY hereby jointly apply to the Kentucky Public Service Commission ("Commission") for (a) approval pursuant to KRS 278.020(4) of a transfer of ownership and control of a jurisdictional utility, and (b) any other approval necessary relating to a proposed transaction with the City of Murray, Kentucky ("MURRAY"). In support of its request, the joint applicants states as follows:

CO-APPLICANT WD #2

1. WD #2 is a water district established pursuant to Chapter 74 of the Kentucky Revised Statutes, with its mailing address being 201 New Providence Road, Murray, KY 42071.

2. WD #2 is authorized by the Commission to provide distribution of water for the public for compensation within the Commonwealth. Its facilities constitute a water distribution facility and appurtenant collection and transmission system located in a county containing a city of the third class and are not subject to regulation by a metropolitan water district. Specifically, WD #2 provides potable water in an unincorporated area of Calloway County with the water being supplied by the City of Murray.

3. A copy of WD #2's Resolution of Existence by the Calloway County Fiscal Court is on file with the Commission.

4. Copies of all orders, pleadings and other communications regarding this Application should be directed to Warren K. Hopkins, Attorney for the joint applicants, 405 Maple Street, Suite B, Murray, Kentucky 42071 and the following:

Authorized Representative of WD #2:

Marty Futrell, Chairman
405 S. 4th Street
Murray, KY 42071

Authorized Representative of MURRAY: Tom Kutcher, Director of Public Works
200 Andrus Drive
Murray, KY 42071

THE PROPOSED TRANSACTION

5. WD #2 proposes to transfer to Murray, and Murray proposes to acquire, all the utility assets and liabilities of WD #2 pursuant to an agreement between WD #2 and Murray (hereinafter, "the Proposed Transaction").

6. Murray was created as a third class city organized pursuant to the laws of the Commonwealth of Kentucky. It has complete control, possession and supervision of the potable water system within the City of Murray and within large portions of Calloway County that it has annexed into its service area. KRS Chapter 76 authorizes Murray to construct facilities within its service area and to recover the cost of its services in accordance with rate schedules adopted by its governing Board.

7. The terms and conditions of the Proposed Transaction are set out in the Asset Acquisition Agreement ("the Agreement") attached as Exhibit "A".

8. By unanimous vote, Murray has authorized the Mayor of the City to execute the Agreement, subject to the approval by this Commission. See Resolution dated the 24th day of October, 2019, attached as Attachment 10.

9. By unanimous vote, WD #2 has authorized the Chairman of WD #2 to execute the Agreement, subject to approval of the Commission. See Resolution of WD #2 dated the 18th day of October, 2019, attached as Attachment 1 of the Asset Acquisition Agreement (Exhibit "A").

10. If all necessary regulatory approvals are secured, the Agreement will be executed on behalf of WD #2 and Murray. WD #2 will provide the fully executed copy of the Agreement to the Commission within 21 days after its signing.

11. As is proposed in the Asset Acquisition Agreement, WD #2 will transfer to Murray, on or before 60 days from Public Service Commission approval all properties owned and operated by WD #2 that are used in the operation of the WD #2 potable water distribution system. The properties to be transferred include all assets as stated in the Asset Acquisition Agreement (Exhibit "A") and noted on Attachment 3 of the Asset Acquisition Agreement.

12. On and after the date that the Public Service Commission (PSC) approves the Acquisition Agreement, Murray will operate the WD's potable water facilities, receive all income, and pay all expenses relating to that operation, and otherwise bear all responsibility for the operation and maintenance of the facilities. To assist in the transition, in particular the

operation and maintenance, Murray has on staff a full time construction crew that is comprised of an equipment operator, a crew chief and two laborers/drivers that assists in new construction as well as distribution maintenance. Murray also has a full time maintenance crew that consists of an equipment operator crew chief and two laborers/drivers. Four of the above mentioned personnel have current Environmental Protection Cabinet certification as water distribution system operators. There is also a certified Class III water distribution system operator employed in the Planning/Engineering Department. Murray's Director of Field Operations and Murray's Field Supervisor have numerous years of combined experience in the Water Department.

KRS 278.020(4) Transfer Requirements

13. The Commission should approve the transfer by WD #2 pursuant to KRS 278.020(4). Murray has the financial, technical, and managerial abilities to continue to provide reasonable service following the Proposed Transaction.

14. Murray currently provides maintenance and wholesale water services to WD #2. WD #2 contemplates eventually discontinuing and dissolving its water district. The Proposed Transaction thus will serve the public's interest by enabling the continued expansion and integration of the Murray system and ensuring continued provision of quality potable services to existing WD #2 customers and to future customers in the existing WD #2 service area.

15. Prior to the proposed transfer on or before 60 days from PSC approval WD #2 will continue to operate the utility and otherwise bear all responsibility for the operation and maintenance of the facilities. Murray has been providing potable water to WD #2 since its origination and currently contracts with WD #2 for maintenance of the system. The transfer of the assets pursuant to the agreement will not interrupt the water service to WD #2.

16. On or before 60 days from PSC approval Murray will operate the WD #2 potable water facilities, receive all income and pay all expenses relating to that operation, and otherwise bear all responsibility for the operation and maintenance of the facilities. To assist in the transition, Murray has demonstrated capability of resources, experience and past service to WD #2. Murray will provide administrative services and facilities as needed in the process of this Acquisition.

17. On or before 60 days from PSC approval WD #2 customers will be charged in accordance with the rates, classifications and administrative regulations in the tariff currently on file with the Commission. A rate change is part of the proposed transaction. For service on or before 60 days from PSC approval WD #2 customers will be subject to all applicable Murray rules and regulations, including its regular schedule of rates, rentals and charges. See Agreement, (Attachment 11 of the Asset Acquisition Agreement). Murray is to hold any security deposits or other such customer funds under the same terms as WD #2 for the benefit, use, or credit of the Customers, however, WD #2 does not hold any amounts required to be deposited

by patrons to secure utility service.

18. WD #2 acknowledges that, until the proposed transfer takes place, the Commission retains jurisdiction over WD #2 and the WD #2 facilities, and agrees to continue to comply with all Commission regulations, including those which require the timely filing of any information, notice or reports.

19. As demonstrated by its Comprehensive Annual Financial Report for the Fiscal Year ended December 30, 2017, attached as Attachment 3 to this Application, and its control and operation of the potable water system within the City of Murray and portions of Calloway County for more than 50 years, Murray has the financial, managerial and technical abilities to provide reasonable service to the persons currently served by WD #2.

OTHER REQUIREMENTS

20. The Proposed Transaction does not include an acquisition within the meanings of KRS 278.020(4) or an acquisition of control as defined by KRS 278.020(5), because Murray is not subject to the jurisdiction of the Commission.

21. If the Commission nonetheless applies KRS 278.020(5) to the Proposed Transaction, the Commission should approve the acquisition by Murray of control of the utility assets of WD #2. As demonstrated by this Application, The Proposed Transaction is in accordance with law, for a property purpose, and is consistent with the public interest. Therefore, the Commission should approve the acquisition by Murray of the utility assets of WD #2.

22. WD #2 proposes to transfer all of its utility assets in the Proposed Transaction and to cease providing utility service on and after or before 60 days from PSC approval. However, it is not abandoning the utility or its assets within the meaning of KRS 278.020(4), because the transfer is to Murray, an entity with the capability to provide reasonable service and which is agreeing to take on the responsibility of providing service to customers in the WD #2 service area. If the Commission nonetheless applies the KRS 278.020(4) provisions relating to abandonment of ownership or control to the Proposed Transaction, the Commission should approve WD #2's transfer of all of its utility assets and cessation of providing utility service.

CONCLUSION

WHEREFORE, the joint applicants request an Order of the Commission within 60 days of the filing of the Application which:

- a. Grants approval pursuant to KRS 278.020(4) for the transfer to Murray by WD #2 of ownership and control of WD #2 utility assets in the Proposed Transaction; and
- b. Declares that KRS 278.020(5) is inapplicable or, in the alternative, grants approval pursuant to KRS 278.020(5) for the acquisition by Murray of control of the WD #2 utility assets in the Proposed Transaction; and

- c. Declares that no other Commission approvals are necessary for the Proposed Transaction or, in the alternative, grants any other approvals necessary.

Respectively Submitted,



WARREN K. HOPKINS

Attorney at Law
405 Maple Street, Suite B
Murray, KY 42071

Telephone: (270) 759-9504
Facsimile: (270) 759-9821

ATTORNEY FOR JOINT APPLICANTS WD #2
and CITY OF MURRAY, KENTUCKY

EXHIBIT "A"

ASSET ACQUISITION AGREEMENT

This Asset Acquisition Agreement, hereafter "Asset Acquisition Agreement" or "Agreement" is entered into this 7th day of November, 2019 by and between

Water District #2
201 New Providence Road
Murray, KY 42071

"WD #2"

AND

<

CITY OF MURRAY
City Hall
500 Main Street
Murray, KY 42071

"MURRAY"

RECITALS

WHEREAS, WD #2 executed a certain Resolution dated October 18, 2019 governing MURRAY's proposed acquisition of WD #2 Water System (Attachment 1) and the Calloway County Fiscal Court executed a Resolution dated October 16, 2019 approving WD #2's actions (Attachment 1-B);

WHEREAS, WD #2 and MURRAY have in place a Water Purchase Agreement (Attachment 2) dated July 1, 2019 whereby MURRAY has sold water at wholesale to WD #2 and an Agreement (Attachment 2-B) dated February 25, 2013 to perform maintenance services to WD #2;

WHEREAS, MURRAY has the managerial, technical and financial ability to support the acquisition as described herein and to provide reasonable utility service.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE – DEFINITIONS FOR THIS ASSET ACQUISITION AGREEMENT

As used in this Asset Acquisition Agreement, the following terms have the following meanings:

"Assets" shall mean all of WD #2's water system property, real and personal, tangible and intangible, including, but not limited to the distribution system, equipment, materials, real and personal property, easements, lien rights, developer contracts, tapping fee contracts, leases, contracts, grants, pending grants, construction reserve funds, operating reserve funds, all accounts, including, but not limited to accounts receivable, licenses, right to serve, if any, and promissory notes to be owned by MURRAY in this Asset Acquisition Agreement, a complete inventory of which has been reviewed and agreed to by the parties and included in Attachment 3 and incorporated herein by reference.

“Liabilities” shall mean all of “WD #2”s water system liabilities known, unknown or contingent, including but not limited to debt and the contractual obligations of WD #2, to be assumed by MURRAY in this Asset Acquisition Agreement, a complete list of which known liabilities has been reviewed and agreed to by the parties and is included in Attachment 4 and incorporated herein by reference.

“Closing Date” shall mean the date at which MURRAY takes possession of the assets and responsibility for operation of WD #2’s water system, no later than 60 calendar days after approved by the Public Service Commission of this Asset Acquisition Agreement, this Closing Date and the date of execution of the Asset Acquisition Agreement may be extended in writing by mutual agreement of the parties.

“Employees” shall mean those persons employed full-time at WD #2 at the time of execution of the Resolution (Attachment 1), plus any additional person(s) hired after that date but before the Closing Date, if any such additional person(s) were hired with the approval of MURRAY. Names of those employees are included at Attachment 5 and incorporated herein by reference.

“Resolution” shall mean that document executed by WD #2 on October 18, 2019 on the subject of acquisition of the assets of WD #2’s water system, and any amendments to that Resolution, which are included in this Asset Acquisition Agreement at Attachment 1 and Attachment 1-B respectively.

SECTION TWO – ASSET ACQUISITION

Upon the terms and conditions contained in this Asset Acquisition Agreement and for good and valuable consideration as outlined in this Asset Acquisition Agreement, the sufficiency of which is acknowledged by the parties through their assent to this Asset Acquisition Agreement and evidenced by their signatures herein below, MURRAY and WD #2 agree that MURRAY is to acquire the assets listed in Attachment 3 and the liabilities (including, but not limited to the known liabilities listed in Attachment 4) of the WD #2’s water system.

A. Terms

This Asset Acquisition Agreement includes the conveyance to MURRAY of all assets owned by WD #2, as the term “assets” is defined for this Asset Acquisition Agreement and as those assets are listed in Attachment 3 as well as the assumption of all liabilities from MURRAY as the term “liabilities” is defined for this Asset Acquisition Agreement and those liabilities are listed in Attachment 4. As a result of this acquisition and after the Closing date, MURRAY shall be responsible for water service, management, administration and ownership of the following:

- WD #2 water service areas as shown in Attachment 6;
- WD #2 Assets including those assets shown in Attachment 3;
- WD #2 customer accounts as shown in Attachment 7; and
- WD #2 liabilities, including but not limited to those liabilities shown in Attachment 4.

B. Consideration.

In consideration for the asset acquisition, MURRAY has completed an engineering design for the installation of 12,800' of 8" line to tie WD #2 to a MURRAY line on KY 280 down Outland School to Old Salem Road providing a secondary water source for the system. The City has also just completed an approximately \$5,000,000 Clearwell project for additional water storage capabilities. The City also agrees to install 190 radio read meters recently purchased by the Water district.

C. Employment of Personnel

Upon closing of this Agreement, the employees of WD #2 shall not be retained as employees by MURRAY. However, this does not prevent the employees of WD #2 from making application to the City of Murray when and if employment opportunities arise.

SECTION THREE – WD #2 ASSETS AND LIABILITIES.

Pursuant to the terms of this Asset Acquisition Agreement, on the Closing Date, WD #2 shall convey, assign and deliver to MURRAY and MURRAY agrees to accept from WD #2 any and all assets including those listed in Attachment 3. WD #2 shall convey, assign and deliver to MURRAY and MURRAY agrees to accept any and all liabilities including those listed in Attachment 4.

A. Title and Possession.

WD #2 shall deliver title and possession of assets to MURRAY on the Closing Date. In addition, WD #2 through its authorized representative(s) shall execute instruments of transfer of all or any portion of the assets, such as deeds, bills of sale and other instruments in writing as may be reasonably requested by MURRAY and MURRAY to prepare said instruments of transfer of all or any portion of the assets.

WD #2 further agrees to cooperate with preparation and execution of any additional written instruments of transfer as may be reasonably requested after the Closing Date with respect to specific assets being acquired by MURRAY hereunder, where the need for such instrument may later appear (for example, an overlooked water line easement of record later discovered). WD #2 and MURRAY agree that MURRAY will prepare any such additional written instruments of transfer and that WD #2's authorized representative(s) shall sign any such additional instruments.

B. Financial Statements.

WD #2 has complied with KRS 65A.030 by registering with the Ky. Department for Local Government (Attachment 9). Due to annual revenues amounting to less than \$100,000 the District is exempt from submitting additional financial documents at this time. Financial reports have been included in the 2017 Annual Report to the PSC.

C. Schedule of Assets.

WD #2 has furnished and MURRAY has reviewed and found satisfactory a schedule of assets, a copy of which is Attachment 3 and incorporated herein by reference.

D. Liabilities.

WD #2 has no outstanding liabilities at this time.

E. Customer List.

WD #2 has furnished and MURRAY has reviewed the WD #2 list of customers which is Attachment 7 and incorporated herein by reference.

SECTION FOUR – TAXES

Any federal, state or local taxes or assessments of any kind or description assessed against the assets or WD #2's operation of those assets and attributable to the period prior to the Closing Date are and will remain the sole responsibility and obligation of WD #2 to be paid out of the WD #2 Water Reserve. Sales, use, transfer, purchase and documentary taxes, if any, payable by reason of the transactions required to fulfill the terms of this Agreement and due at the Closing Date shall be the responsibility and obligation of WD #2, to be paid out of the WD #2 Water Reserve. Any and all taxes, sales, use or otherwise, assessed on the assets or the operation thereof, upon or after the Closing Date shall be the responsibility and obligation of WD #2 to be paid out of the WD #2 Water Reserve.

SECTION FIVE – EXECUTION OF THE ASSET ACQUISITION AGREEMENT AND CLOSING DATE

Execution of the Asset Acquisition agreement shall take place on or before 60 days from Public Service Commission approval. The Closing shall take place at a time and date fixed by agreement of the parties. The Closing Date may be extended in writing by mutual agreement of the parties.

SECTION SIX – WD #2's REPRESENTATIONS AND WARRANTIES

A. Authority

WD #2 represents and warrants that it owns the municipal water system, validly existing and in good standing under the laws of the Commonwealth of Kentucky, having full power and authority to own the assets and to conduct the water distribution business as and where such business has and is now being conducted. WD #2 must, at its sole cost and expense, seek fiscal court approval with MURRAY providing assistance when needed.

B. Title and Authority to Convey

WD #2 represents and warrants that it has good and marketable title to all of its assets (listed as Attachment 3 to this Agreement and incorporated herein by reference), and, upon conveyance of same to MURRAY, each of the assets listed at Attachment 3 will be free and clear of all claims, mortgages, security interests, equities, restrictions, liens, encroachments, pledges, options, purchase rights, charges or encumbrances of any kind, except those already disclosed to MURRAY, that it has the right to sell and convey the assets, make any necessary assignments, and convey the right to deliver water in WD #2's water system without referendum or further approval of any other governmental agency or entity, and that it has the full right, power, authority and capacity to execute, deliver and perform this Asset Acquisition Agreement in accord with its terms, which approval is evidenced by Resolution of WD #2 at Attachment 1 and incorporated herein by reference. This Asset Acquisition Agreement constitutes a legal, valid and binding obligation on WD #2.

C. Operating System

WD #2 represents and warrants that all the assets (listed at Attachment 3 and incorporated Herein by reference) are in working order, ordinary wear and tear excepted, sufficient to enable MURRAY to provide water service to WD #2's customers without interruption in service.

D. Environmental Matters

WD #2 represents and warrants that to the best of its knowledge there are no toxic, hazardous or carcinogenic substances or wastes disposed, stored or present on, in or under any of the assets to be transferred to MURRAY under the terms of this Agreement. WD #2 further represents that it has not arranged for the shipment of any toxic substances and/or wastes, hazardous substances and/or carcinogenic substances and/or wastes. WD #2 also represents that it has not arranged for the processing, recycling, reclamation, reprocessing, storage or disposal at any site listed on the National Priorities List, any Kentucky State Superfund Site, or any facility not duly authorized and permitted to accept and treat, process, recycle reclaim, reprocess, store or dispose of such substances and wastes.

E. Financial Statements

WD #2 has complied with the financial reporting requirements of KRS 65A.030 by registering with the Ky. Department for Local Government (Exhibit "I"). Due to annual revenues amounting to less than \$100,000 the District is exempt from submitting additional financial documents at this time. Financial Reports have been included in the 2017 Annual Report to the Public Service Commission and provided to the City of MURRAY.

F. Litigation (Pending and Anticipated)

WD #2 represents and warrants that there are no claims, actions, suits, arbitrations, mediations, proceedings or investigations, administrative, judicial or otherwise, affecting the WD #2 water distribution system operations or WD #2's ownership or possession of the asset, that have not been disclosed to MURRAY.

G. Customer List and Metering

WD #2 represents and warrants that all users of water connected to the WD #2 distribution system are listed as WD #2 customers on the customer list at Attachment 7, incorporated herein by reference, and further, that those customers, including any governmental facilities, are metered.

SECTION SEVEN – MURRAY'S REPRESENTATIONS AND WARRANTIES

A. Valid Existence

MURRAY represents and warrants that it is a municipality, city of the third class.

B. Authority

MURRAY has full right, power and authority to execute this Asset Acquisition Agreement and to perform the terms and conditions contained herein without further approval of any governmental agency or entity, other than the approval of its own City Council, which approval is evidenced by Resolution at Attachment 10 and incorporated herein by reference. This Asset Acquisition Agreement constitutes a legal, valid and binding obligation for MURRAY.

SECTION EIGHT – DUE AT CLOSING

A. Due from WD #2 to MURRAY.

Unless MURRAY produces a written waiver of any item listed herein, WD #2 shall deliver to MURRAY at closing the following:

1. A document evidencing in writing to MURRAY the exclusive authority if there be any such exclusive authority granted to WD #2, to provide water service to the properties and residents of WD #2.
2. A general warranty deed for any real property owned by WD #2 to be prepared by MURRAY, and said deed to be duly executed, acknowledged and delivered by WD #2 conveying to MURRAY marketable fee simple title to such real property at the closing.
3. All of WD #2's title and ownership interest (listed in Attachment 3). The parties agree that any deed or deeds transferring to MURRAY all of WD #2's title and ownership interest in and to easements of record, used and/or acquired by WD #2 to install and/or maintain water distribution facilities shall be prepared by MURRAY and signed by WD #2's authorized representative within thirty (30) days of the Closing Date.

4. All of WD #2's title and ownership interest and any other interest in personal property, tangible or intangible. The parties agree that any bill of sale for personal property (tangible or intangible) which personal property is among the assets transferred to MURRAY shall be signed by WD #2's authorized representative within forty-five (45) days of the Closing Date.
5. An inventory, taken by MURRAY in the presence of WD #2 representative no later than 30 days in advance of the Closing Date, detailing all materials and supplies on hand and to be included within the assets in the Schedule of Assets which is Attachment 3 to this Asset Acquisition Agreement and incorporated herein by reference.
6. All customer records including the customer list described in Section Three, Paragraph E and set out in Attachment 7), and engineering and supplier records relating to WD #2 water system, including but not limited to a list of all WD #2 customers, current as of the date of the closing and in a form satisfactory to MURRAY.
7. Possession of the Assets detailed in the Schedule of Assets at Attachment 3.
8. Written affirmation of WD #2's representations and warranties.
9. A certified copy of WD #2's resolution authorizing WD #2 to enter into and perform the terms of this Asset Acquisition Agreement and further authorizing its authorized representative to execute this Asset Acquisition Agreement on behalf of WD #2.
10. An opinion from WD #2's counsel, satisfactory in form to MURRAY, as to matters set forth in Section Six of Asset Acquisition Agreement - WD #2's Representations and Warranties.
11. A list of all pending legal actions, including administrative, regulatory, civil, criminal and any other legal actions to which WD #2's water system is a party (Attachment 8), as well as a list of all agreements, including but not limited to contracts, to which WD #2's water system is a party.
12. Any such other documentation, at the closing or later if requested, as may be reasonably necessary to effect consummation of the transactions contemplated by and/or required by this Agreement, including but not limited to, transfer from WD #2 to MURRAY of title to and ownership of the water distribution facilities and appurtenances thereto.

B. Due from MURRAY to WD #2

Unless WD #2 produces a written waiver of any item listed herein, MURRAY shall deliver to WD #2 at closing the following:

1. A certified copy of MURRAY's Resolution authorizing MURRAY's Mayor to enter into and perform the terms of this Asset Acquisition Agreement, including acceptance of assets and liabilities listed in Attachments 3 and 4, respectively, pursuant to the terms of this Agreement.

2. An opinion from MURRAY's counsel, satisfactory in form to WD #2, as to matters set forth in Section Seven of this Asset Acquisition Agreement – MURRAY's representations and Warranties.

3. Written affirmation of MURRAY's representations and warranties.

SECTION NINE – DEFAULTS

A. Default by Either MURRAY of WD #2 or Both

If the Asset Acquisition Agreement is not executed at the request of either of the parties or by mutual agreement of the parties, each party shall be solely responsible for its own expenses.

SECTION TEN – MISCELLANEOUS MATTERS

A. Risk of Loss

After the Closing Date when MURRAY receives the assets and accepts any liabilities described at Attachments 3 and 4, the risk of loss shall shift from WD #2 to MURRAY, WD #2 having borne exclusively the risk of loss during negotiation of the Asset Acquisition Agreement.

B. Transfer of Customer Accounts

WD #2 shall conduct its final reading of all of its customer's meters prior to closing on the terms of the Asset Acquisition Agreement; MURRAY agrees to accept WD #2's final reading on the consumption of each account as MURRAY's beginning reading. The parties agree to work together on meter reading to assure a smooth transition of this process. Any payment for service rendered prior to the Closing Date and received after the Closing Date shall be deposited with MURRAY.

C. Applications for Service Connections

MURRAY will effect any water service connections after the Closing Date which WD #2 has approved in the ordinary course of business and for which WD #2 has been paid its usual and customary fees and/or deposits prior to the Closing Date; WD #2 agrees to surrender to MURRAY any deposit paid by the customer, and MURRAY agrees to make no further charge to the customer therefor.

D. Other Payments to WD #2 and Invoices Owed by WD #2

Any other Payments due to WD #2 prior to the Closing Date and received after the Closing

Date shall be deposited with MURRAY; any invoices owed by WD #2 in the ordinary and regular course of its business prior to the Closing Date and received within 120 days after the Closing Date shall be paid by the City of Murray.

E. Notices

Any notices, requests, waivers or other communications required or permitted to be given under this Asset Acquisition Agreement shall be in writing, and shall be delivered by hand or courier or US mail, postage pre-paid, and addressed to each party as set forth in this Asset Acquisition Agreement with copies to parties' counsels at their current addresses.

F. Entire Agreement

This Asset Acquisition Agreement, including the Resolution previously incorporated herein by reference supersedes all prior discussions and agreements between WD #2 and MURRAY, with respect to this asset acquisition. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between the parties are merged into this Asset Acquisition Agreement shall not be modified or amended except in writing executed by both parties. Covenants, representations and warranties made in this Asset Acquisition Agreement remain in full force and effect, surviving the closing.

G. Headings and Options

All headings, captions, sections, and section numbers and letters are solely for the purpose of facilitating reference to this Asset Acquisition Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

H. Successors and Assigns

This Asset Acquisition Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement shall be construed to create any rights or obligations except among and between the parties thereto, and no person or entity shall be regarded as a third party beneficiary of this Asset Acquisition Agreement.

I. Indemnifications

Each party agrees to indemnify and hold the other party harmless from claims made against it and expenses incurred in defense of same, resulting from one or more breaches of the representations, warranties and covenants contained in this Asset Acquisition Agreement. The parties agree that the indemnifications by WD #2 under the terms of this Asset Acquisition Agreement, including the cost of legal representation, shall be drawn from WD #2 if such costs

are occasioned by WD #2's breach(es) if the representations, warranties and covenants contained in this Asset Acquisition Agreement. The parties acknowledge that WD #2's actions and decisions regarding indemnifications will be made on behalf of the WD #2 ratepayers and with the best interest of those ratepayers in mind.

J. Defense of Territory

To the extent that, at the time of execution of this Asset Acquisition Agreement, there exists any exclusive authority granted to WD #2 to provide water service to the properties and residents of WD #2 water system, MURRAY agrees to take reasonable steps necessary to preserve that exclusive authority, in MURRAY's discretion.

K. Rates for former WD #2 Customers

MURRAY will charge rates for the former WD #2 customers as set out in the schedule of rates at Attachment 11 (the parties acknowledge that MURRAY shall charge its fees, and not the fees set out in the WD #2 rate schedule from the date of closing on this Agreement).

L. Service to Former WD #2 Customers

MURRAY reaffirms and reiterates its commitment to serve customers of the former WD #2 water system equally with similarly situated MURRAY customers under MURRAY Service Rules and Regulations.

M. Funding and Interim Funding for WD #2

In addition to provisions of Section Ten paragraphs B and D, WD #2 and MURRAY agree that any balances in any WD #2 accounts at the Closing Date shall be transferred to the MURRAY accounts at the Closing Date.

N. Supplemental Representations

The parties agree that both parties may supplement their representations and warranties and exhibits to this Asset Acquisition Agreement during the time period between execution of this Asset Acquisition Agreement and the Closing Date.

O. Notice of Significant Actions During Interim Period

The parties acknowledge that there may be a period of time between the execution of this Asset Acquisition Agreement and the Closing Date, and both parties agree to provide notice to the other party of any action or event which may impair the value of any asset (by \$10,000 or

more) or increase a liability (by \$10,000 or more) subject to this Agreement, including but not limited to those assets and liabilities listed at Attachments 3 and 4. The parties agree that any such notice shall be provided within forty-eight (48) hours of the party's knowledge of that action or event.

P. Cooperation for Preparation of Consumer Confidence Report

The parties recognize that after the closing on this Agreement, MURRAY will become responsible for preparation and dissemination of the WD #2 water system's Consumer Confidence Report (CCR) for the year 2019, and that the WD #2 has within its possession and/or within its care, custody and control the data necessary for preparation of the CCR. WD #2 agrees to provide all of that data to MURRAY within thirty (30) days after the execution and closing on this Agreement.

WHEREFORE, THE PARTIES TO THIS Asset Acquisition Agreement affix their signatures as of the date first hereinabove written.

WATER DISTRICT #2

CITY OF MURRAY


Marty Futrell, Chairman


Bob Rogers, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF CALLOWAY

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was duly subscribed, acknowledged and sworn to before me by Marty Futrell Chairman as Authorized agent for WD #2 Water District, who is personally known to me (or proved to me on the basis of satisfactory evidence), as his duly authorized act, on this the 7th day of November, 2019.



NOTARY PUBLIC State at Large
MY COMMISSION EXPIRES: 1-31-20

COMMONWEALTH OF KENTUCKY
COUNTY OF CALLOWAY

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was duly subscribed, acknowledged and sworn to before me by Bob Rogers Mayor as Authorized agent for the CITY OF MURRAY, KENTUCKY, who is personally known to me (or proved to me on the basis of satisfactory evidence), as his duly authorized act, on this the 7th day of November, 2019.



NOTARY PUBLIC State at Large
MY COMMISSION EXPIRES: 1-31-20

RESOLUTION 2019 - Oct 16-2019 - Date County Signed

A RESOLUTION OF WATER DISTRICT #2 TO APPROVE AND EXECUTE THE APPLICATION TO THE PUBLIC SERVICE COMMISSION AND THE ASSET ACQUISITION AGREEMENT WITH THE CITY OF MURRAY.

WHEREAS, WD #2 has been in the business of providing potable water to its customers for several years;

WHEREAS, since the establishment of WD #2 changes have occurred which have benefitted the customers of WD #2 and it is recognized that future improvements, wholesale water costs and increased operating costs will be necessary to maintain said benefits to WD #2's customers;

WHEREAS, the aforementioned improvements, increased wholesale water costs and operating costs will be necessary for WD #2 in the future to maintain its present state, which costs may be problematic for WD #2 to cover alone;

WHEREAS, as an alternative to WD #2 undertaking costly improvements and increased operational costs it is in the best interest of WD #2 and its customers to be acquired by the City of Murray who currently provides WD #2 with its potable water and provides all maintenance and meter installation services.

NOW THEREFORE, be it hereby resolved, that WD #2 has reviewed the Application to the Public Service Commission (attached hereto and incorporated by reference as if fully stated herein) and the Asset Acquisition Agreement (attached hereto and incorporated by reference as if fully stated herein and marked Exhibit "A") and does hereby approve same, subject to the approval of the Calloway County Fiscal Court, and further authorizes the Chairman of WD #2 to execute any and all necessary documents further the transfer of all assets of WD #2 to the City of Murray, Kentucky.

ADOPTED by Water District #2 on this the 18th day of October, 2019.

 Chairman

Marty Futrell, WD #2 Chairman

ATTEST: 

ATTACHMENT 1-B

RESOLUTION 2019 - #19-1016-A

A RESOLUTION AUTHORIZING THE JUDGE EXECUTIVE , ON BEHALF OF THE CALLOWAY COUNTY FISCAL COURT, TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO APPROVE THE CITY OF MURRAY'S ACQUISITION OF THE WATER DISTRICT #2 WATER SYSTEM.

WHEREAS, the Calloway County Fiscal Court met on the 11th day of Oct. 2019 to discuss the City of Murray's acquisition of the WD #2 Water System;

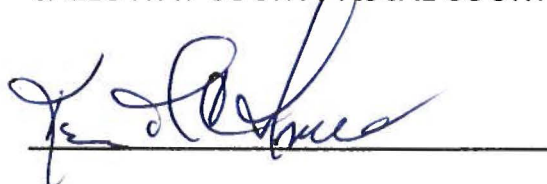
WHEREAS, the City of Murray has agreed to acquire the assets of WD #2 pursuant to an Asset Acquisition Agreement, a copy of which is attached hereto and incorporated by reference as if fully stated herein and marked Exhibit "A";

WHEREAS, WD #2 has agreed to convey to the City of Murray all assets owned by WD #2 pursuant to the Asset Acquisition Agreement referenced above.

NOW THEREFORE, Be it resolved, the Fiscal Court of Calloway County approves the acquisition of WD #2 by the City of Murray pursuant to the terms and conditions of the Asset Acquisition Agreement as attached hereto and further empowers the Judge Executive, on behalf of the Calloway County Fiscal Court, to execute any and all necessary documents to further the transfer of all assets of WD #2 to the City of Murray, including, but not limited to the Asset Acquisition Agreement referenced above.

ADOPTED by the Fiscal Court on this the 16th day of October, 2019.

CALLOWAY COUNTY FISCAL COURT



Kenny Imes, JUDGE EXECUTIVE

ATTEST: Amelia Franklin

CITY OF MURRAY PUBLIC WORKS AND UTILITIES

ATTACHMENT 2

Gas / Water / Wastewater / Street / Sanitation

200 Andrus Drive
Murray, Kentucky 42071

Phone 270-762-0336
Fax 270-762-0379

July 1, 2019

Water District #2 – 121 South
201 New Providence Road
Murray, KY 42071

RE: Potable Water Availability

The City of Murray Water System is, once again, providing this information concerning the availability of potable water supply to the Water District #2 – 121 South.

The City of Murray Water System has an elevated storage capacity of 2.925 million gallons of potable water and 2.0 million gallons of treated potable water before high service pumping. Our water treatment plant is designed to treat up to 7.0 million gallons per day. We currently average between 3.0 and 4.5 MGD. The City of Murray has more than the minimum storage volume required by Water District #2 – 121 South, 41,355 gallons, available everyday to provide water to your system.

The City of Murray Water System agrees to provide potable water to Water District #2 – 121 South in sufficient quantity and pressure as it does to all of our water customers, both inside and outside the City limits, and is subject to the rules and regulations governing water supply, distribution and usage under the authority of the **Kentucky Division of Water**.

This agreement is for a period of three (3) years from January 1, 2019 through December 31, 2021, at which time the terms of this agreement may be reviewed and extended, if agreed to by both parties.

If you should need any further information in regards to this service agreement, please contact **Murray Public Works & Utilities Department** at 270.762.0336. Thank you for your continued support of the Murray Water System.

Sincerely,



Thomas J. Kutcher
Director of Public Works & Utilities
City of Murray, KY

CITY OF MURRAY PUBLIC WORKS AND UTILITIES

Gas / Water / Wastewater / Street / Sanitation

200 Audubon Drive
Murray, Kentucky 40371Phone 270-692-1246
Fax 270-692-4871

AGREEMENT

MURRAY WATER SYSTEM AND MURRAY #2 WATER DISTRICT

THIS AGREEMENT, made this 25th day of February, 2013, by and between the Murray Water System and Murray #2 Water District

WITNESSETH: That for and in consideration of the agreement hereinafter mentioned:

1. All work performed by the Murray Water System on Murray #2 Water District projects shall be billed at the rate of Seventy-Five dollars (\$75.00) per Hour.
2. All materials furnished by the Murray Water System for Murray #2 District projects shall be billed at the actual cost plus (10%) handling fee.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

MURRAY WATER SYSTEM

Signature: J. L. Bennett
J. L. Bennett

Title: Dir. of Public Works

Murray #2
Water District

Signature: [Signature]

Title: Chairman

INVENTORY OF ASSETS

Cash Balance (7/31/19) - \$4,109.64

Easements (See Attached Drawings):

Murray/Paris Road (Highway 1497) – 10' Easements

Highway 121 South Water Main Extension - 15' Easements:

Cherry Corner Road

Century Drive

Old Salem Road

Jackson Acres Subdivision – 10' Easements

Summerfield Estate Subdivision – 15' Easements

Utility Plant:

47 Hydrants – 5.25" barrel diameter, 23 with single nozzle/outlet, 24 with 2 small and one large nozzle.

2 inch PVC Lines – 2,663.3 ft.

3 inch PVC Lines – 3,667.3 ft.

4 inch PVC Lines – 14,264.6 ft.

6 inch PVC Lines – 52,917.6 ft.

6 inch A/C Lines – 4,805.7 ft.

8 inch A/C Lines - 2,696.8 ft.

TOTAL - 81,015.5 ft.

Meters – 190 radio read meters @ \$204.58 ea. = \$38,870.20



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

9089 IMG S Y ST01

Business Statement

Statement Period:

Jul 1, 2019
through
Jul 31, 2019

Page 1 of 4



MURRAY #2 WATER DISTRICT
(MAINTENANCE & OPERATION)
C/O SAM HARRIS
201 NEW PROVIDENCE RD
MURRAY KY 42071-6831



To Contact U.S. Bank

Commercial Customer

Service:

1-800-377-3053

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

Our updated Services Terms and Conditions and Cash Management Services Terms and Conditions are now effective for U.S. Bank business clients. To view the revised documents, go to usbank.com/tmtermsandconditions and use password terms2019. If you are unable to access this information or have questions, please reach out to your U.S. Bank representative or Commercial Customer Service team for assistance.

SILVER BUSINESS CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items		
Beginning Balance on Jul 1		\$	6,348.01
Customer Deposits	11		6,675.28
Other Deposits	1		9.08
Other Withdrawals	4		261.25-
Checks Paid	12		8,661.48-
Ending Balance on Jul 31, 2019		\$	4,109.64

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jul 8	8057900881	524.15		Jul 16	8356612343	725.64
	Jul 8	8057900264	526.13		Jul 19	9254836970	928.45
	Jul 9	8357311078	557.21		Jul 23	8356067082	449.81
	Jul 11	8954202397	390.51		Jul 23	8356067111	664.25
	Jul 11	8954202412	754.14		Jul 29	8057481608	425.99
	Jul 15	8057173442	729.00				
				Total Customer Deposits			\$ 6,675.28

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jul 11	Proof Correction Credit	8954202413	\$ 9.08
Total Other Deposits			\$ 9.08

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jul 15	Analysis Service Charge	1500000000	\$ 37.50-
Jul 17	Electronic Withdrawal		67.44-
	REF=191980017461250Y00	1411877307BUS PRODS 85717429	
Jul 23	Proof Correction Debit	8356067123	10.00-
Jul 31	Deposited Item Returned	1000104206	146.31-
Total Other Withdrawals			\$ 261.25-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1266	Jul 1	8058772075	174.93	4273*	Jul 8	8057328654	100.00
1271*	Jul 1	8053960343	50.00	4274	Jul 8	8057328655	500.00

26200 Murray #2 Water District 01/01/2018 - 12/31/2018
Balance Sheet - Equity Capital and Liabilities (Ref Page: 8)

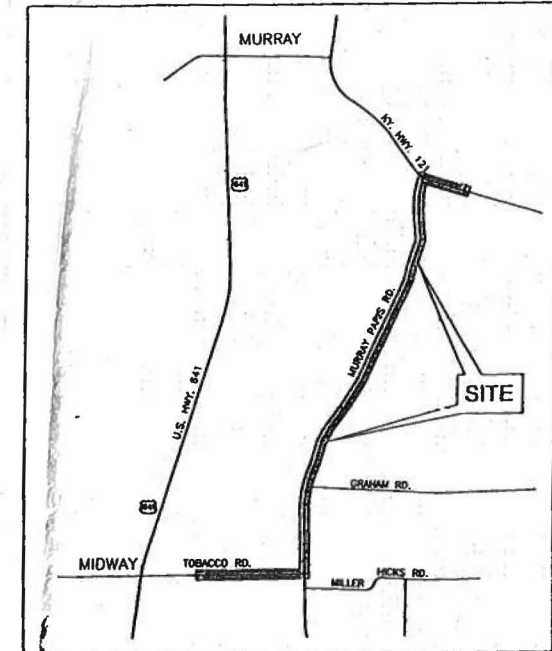
	Previous Year	Current Year
EQUITY CAPITAL		
Retained Earnings From Income before contributions (215.1)	(\$94,927.52)	(\$116,620.25)
Donated Capital (215.2)	\$475,631.86	\$514,502.06
Total Equity Capital	\$380,704.34	\$397,881.81
LONG-TERM DEBT		
Long-Term Debt (224)		
Total Long Term Debt		
CURRENT AND ACCRUED LIABILITIES		
Accounts Payable (231)		\$1,449.33
Notes Payable (232)		
Customer Deposits (235)		
Accrued Taxes (236)		
Accrued Interest (237)		
Misc. Current and Accrued Liabilities (242)		
Total Current and Accrued Liabilities		\$1,449.33
NONCURRENT LIABILITIES		
Advances for Construction (252)		
Other Deferred Credits (253)		
Miscellaneous Operating Reserves (265)		
Total Non-Current Liabilities		
Total Equity Capital and Liabilities	\$380,704.34	\$399,331.14

WATER LINE EXTENSION

MURRAY/PARIS ROAD KY HWY 1497 & TOBACCO ROAD
MURRAY, KENTUCKY 42071

RECORD PLANS

10/25/07



VICINITY MAP

PREPARED FOR:

MURRAY WATER DISTRICT #2

201 NEW PROVIDENCE ROAD
MURRAY, KENTUCKY, 42071
MARTY FUTRELL - CHAIRMAN

PROJECT MANAGEMENT:

CITY OF MURRAY

104 N. 5TH STREET
MURRAY, KENTUCKY, 42071
MATT MATTINGLY - PROJECT MANAGER

DRAWING INDEX

COVER SHEET

- 1 STATION 0+00 TO 28+00
- 2 STATION 28+00 TO 55+00
- 3 STATION 55+00 TO 82+00
- 4 STATION 82+00 TO 110+00
- 5 STATION 110+00 TO 137+00
- 6 STATION 137+00 TO 162+00
- 7 STATION 162+00 TO 176+53
- 8 DETAILS

PREPARED BY:



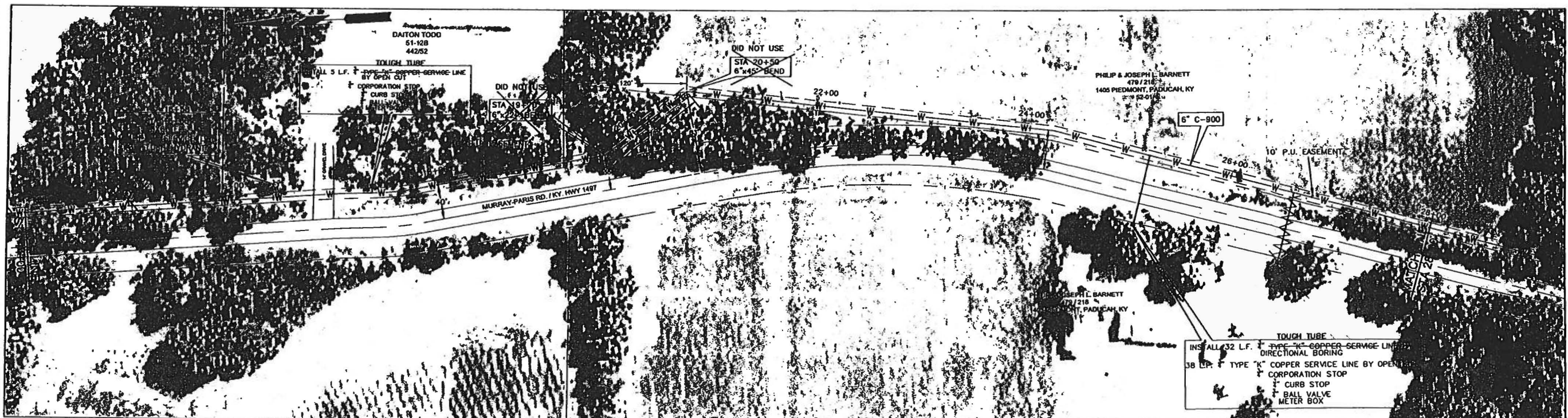
601 NORTH 4th STREET
MURRAY, KY 42071
PHONE - 270.753.7307
FAX - 270.759.4950

RECEIVED BY

DEC 13 2007

MURRAY PLANNING &
ENGINEERING DEPT.

1354-1



SCALE: 1"=50'

RECEIVED BY
DEC 13 2007
MURRAY PLANNING & ENGINEERING DEPT.

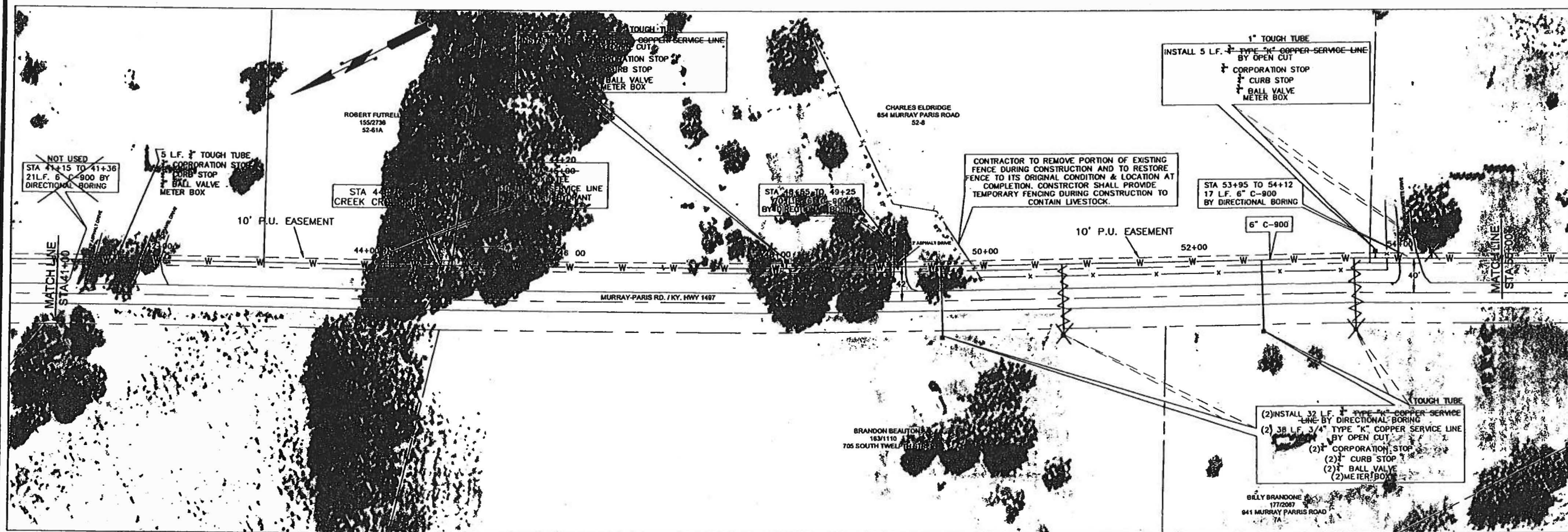
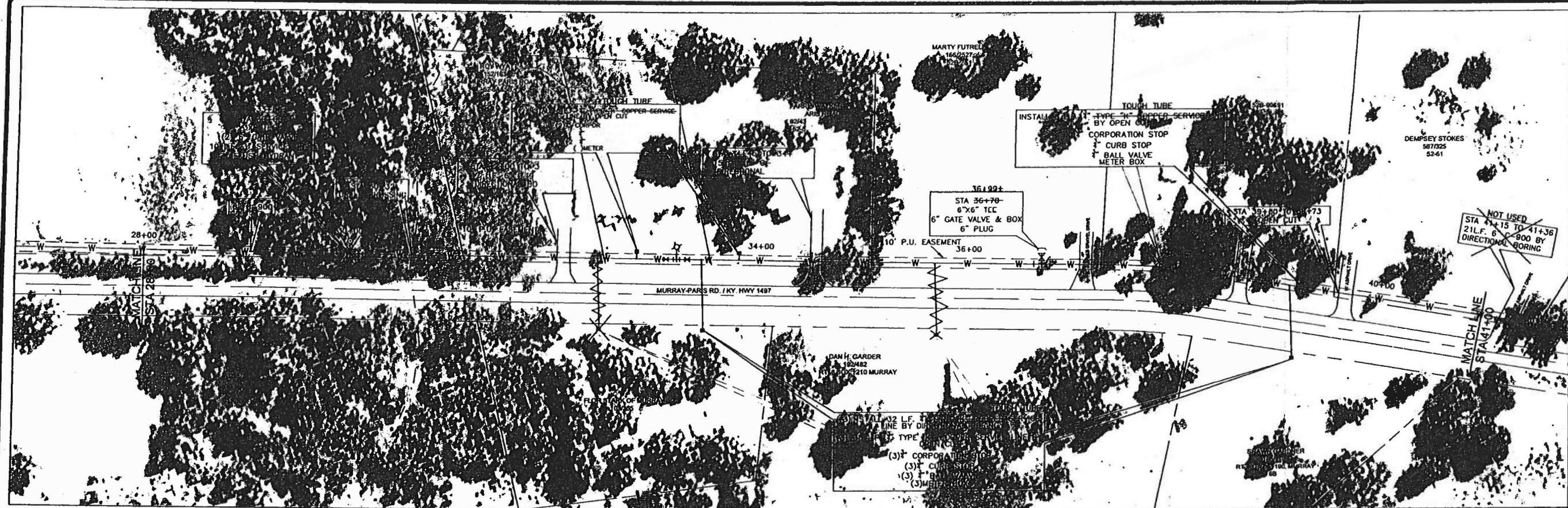
PROJECT NO.	DATE	BY	DATE
0529	JUN 01 2008	BD, PNL	
REV.	DESCRIPTION	BY	DATE
1			
2			
3			

GEOTECH
ENGINEERING & TESTING, INC.
509 SOUTH 17th STREET
PADUCAH, KY 40301
PHONE: 270.443.1895
FAX: 270.443.1904
www.geotechinc.com

STATION 0+00 TO 28+00
WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET
1
OF 8

1354-1A



SCALE: 1"=50'

RECEIVED BY
DEC 13 2007
MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO. : 03239	DATE: June 01, 2008	CHECKED BY: RSB	BY DATE
DRAWN BY: BD, PM			
REV / DESCRIPTION			
1			
2			
3			

GEOTECH
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET
PAUCUHAN, KY 42003
PHONE - 270.443.1995
FAX - 270.443.1904
www.geotech-engineers.com

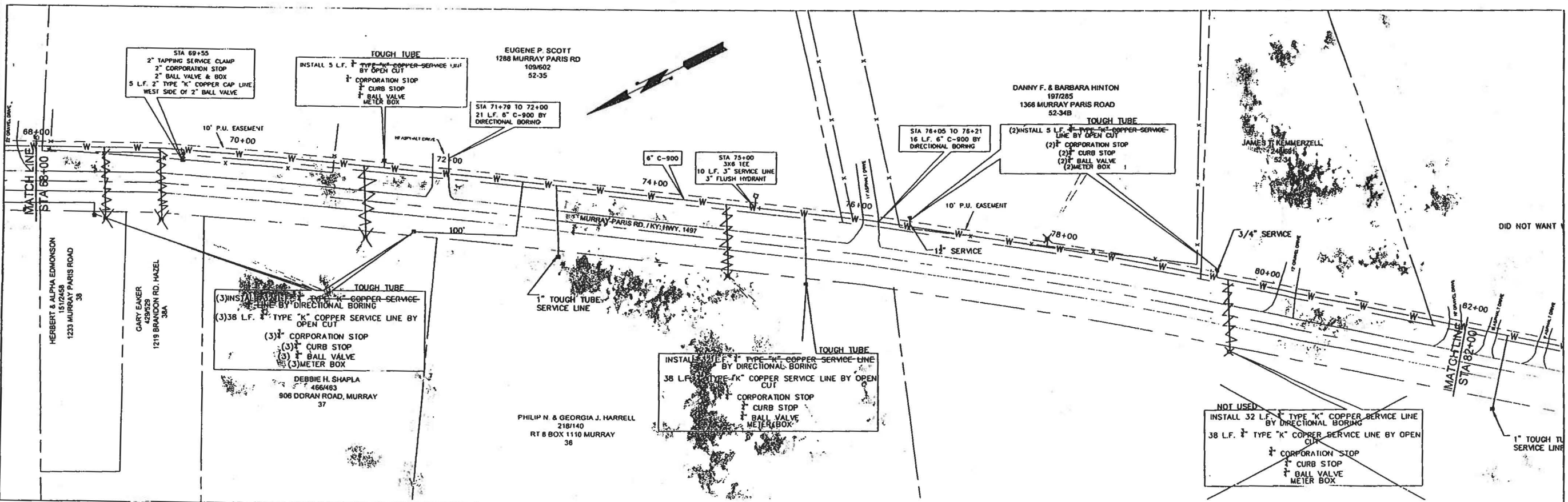
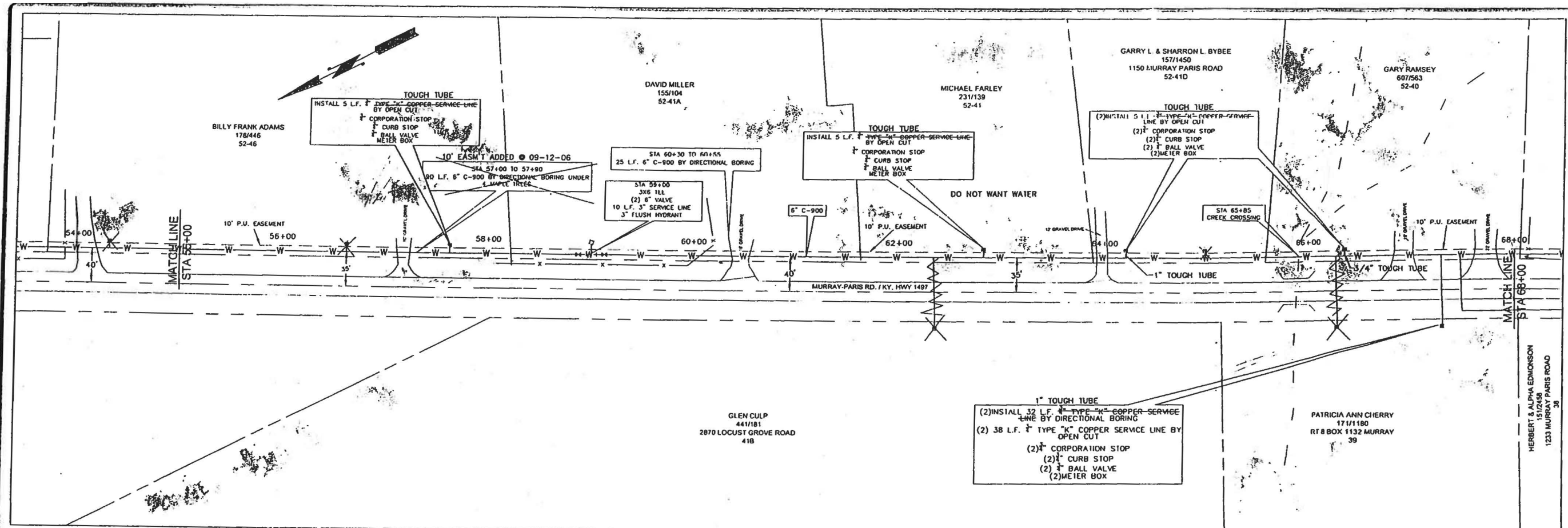
STATION 28+00 TO 55+00
WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET

2

OF 8

1354-1B



SCALE: 1"=50'

RECEIVED BY
DEC 13 2007
MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO. 05230 DATE: June 01, 2005
DRAWN BY: BD, PML CHECKED BY: RSB
REV DESCRIPTION BY DATE

GEOTECH
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270.443.1995
FAX: 270.443.1904
www.geotechinc.com

STATION 55+00 TO 82+00
WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET
3
OF 8

1354-1C

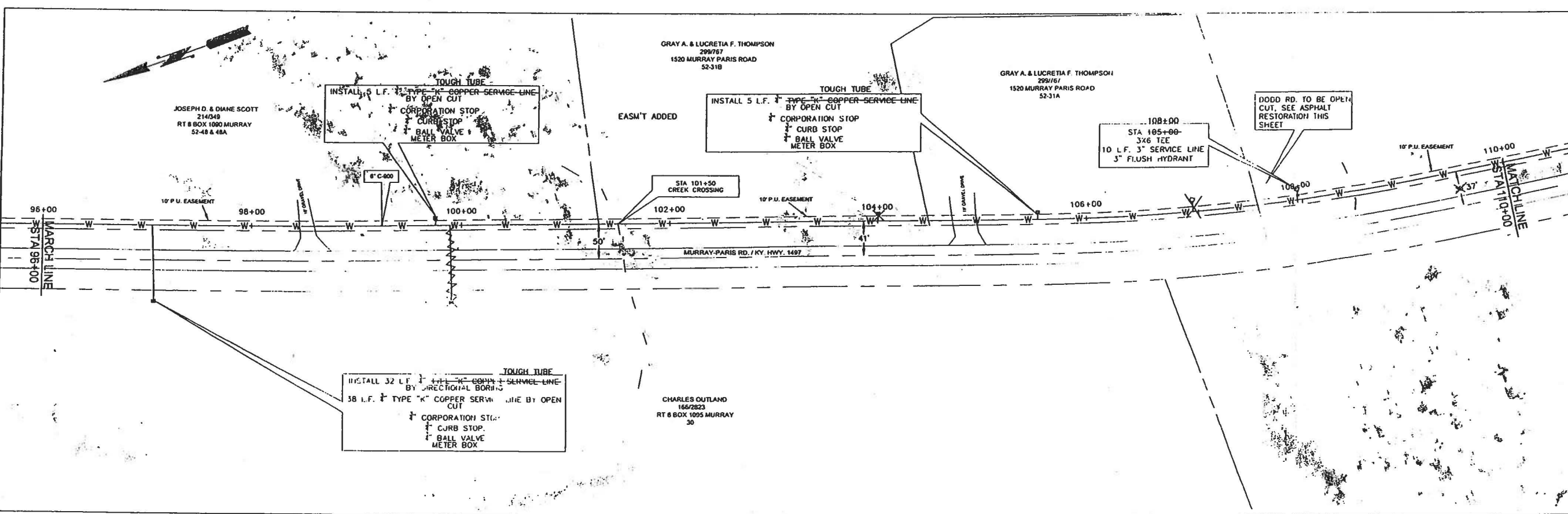
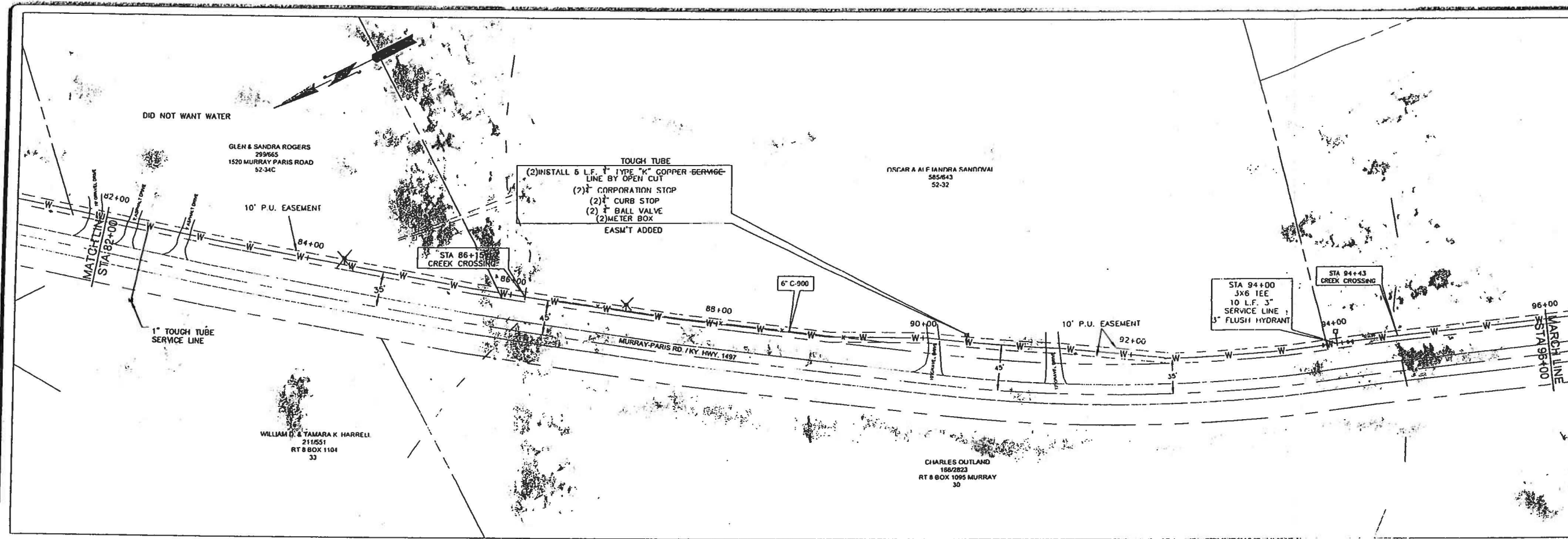
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DEC 13 2007
MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO.	DATE	BY	DATE
06239	JUNE 01, 2006	RSB	
DRAWN BY	REV.	DESCRIPTION	DATE
BD PHL			

GEOTECH
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270-431-1995
FAX: 270-443-1996
www.geotechengineers.net

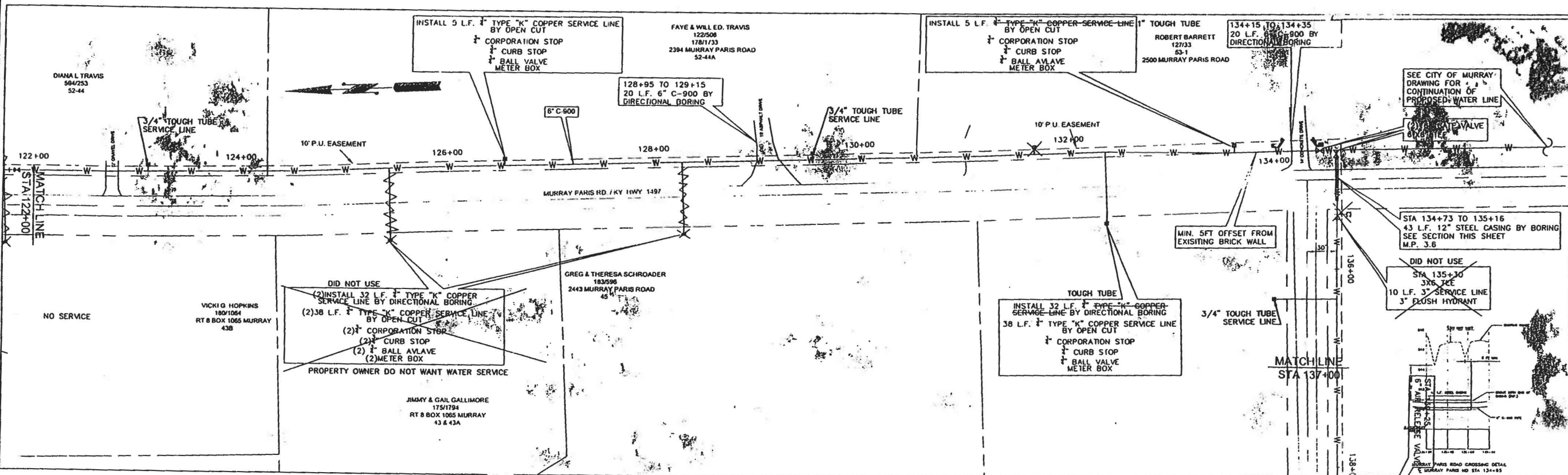
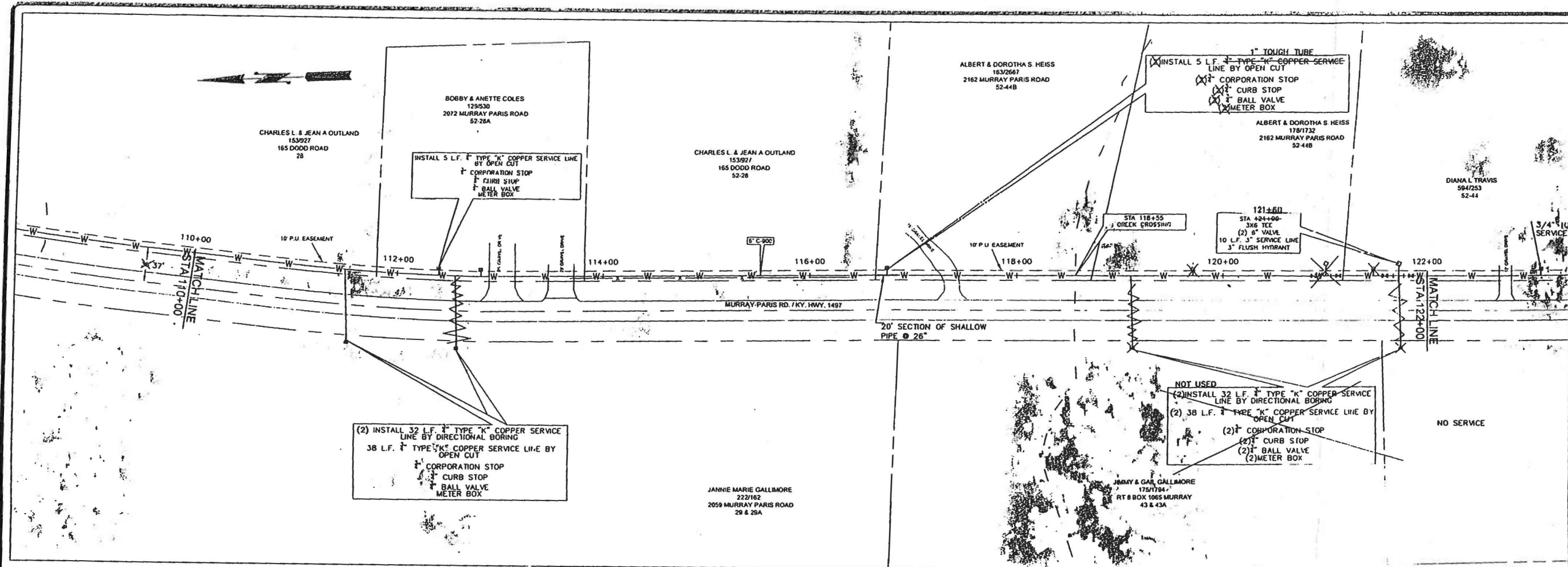
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WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET
4
CF 8



SCALE: 1"=50'

1354-1D



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DEC 13 2007

MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO.	DATE	BY	DATE	BY
00339	June 01, 2006	CHKD BY: RSB		
REV.	DESCRIPTION	BY	DATE	
1	ADDENDUM NO. 1	PAL	8/1/06	
2	ADDENDUM NO. 2	PAL	8/1/06	
3	ADDENDUM NO. 3	PAL	8/1/06	
	REV. PER CITY OF MURRAY	PAL	8/1/06	

GEOTECH
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270.433.1995
FAX: 270.433.1914
www.geotechinc.com

STATION 110+00 TO 137+00

WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD

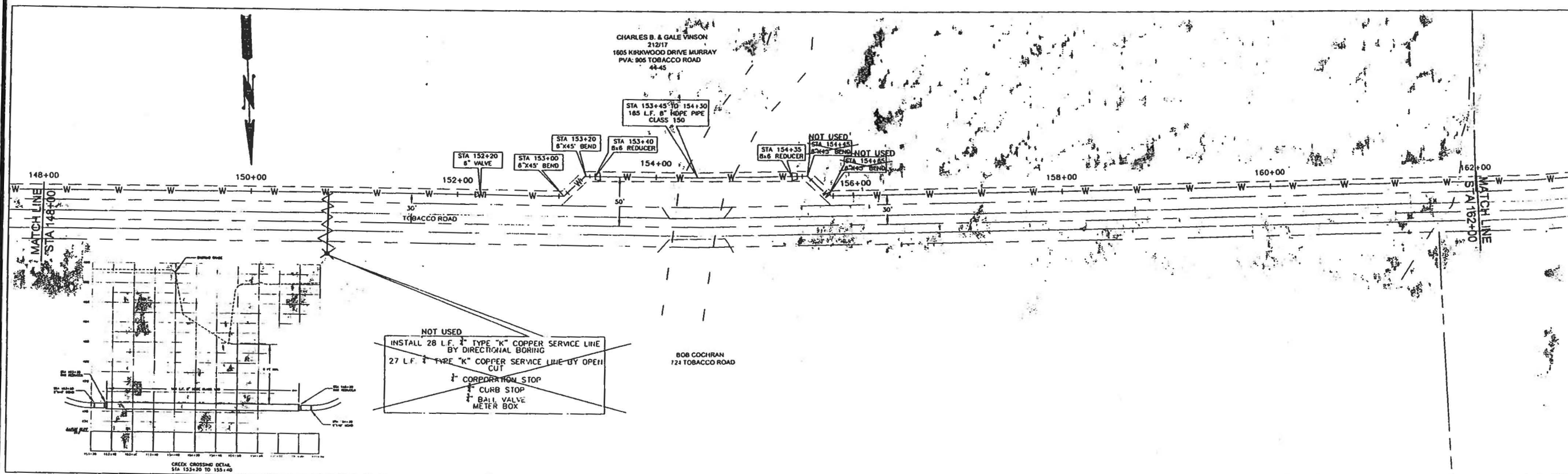
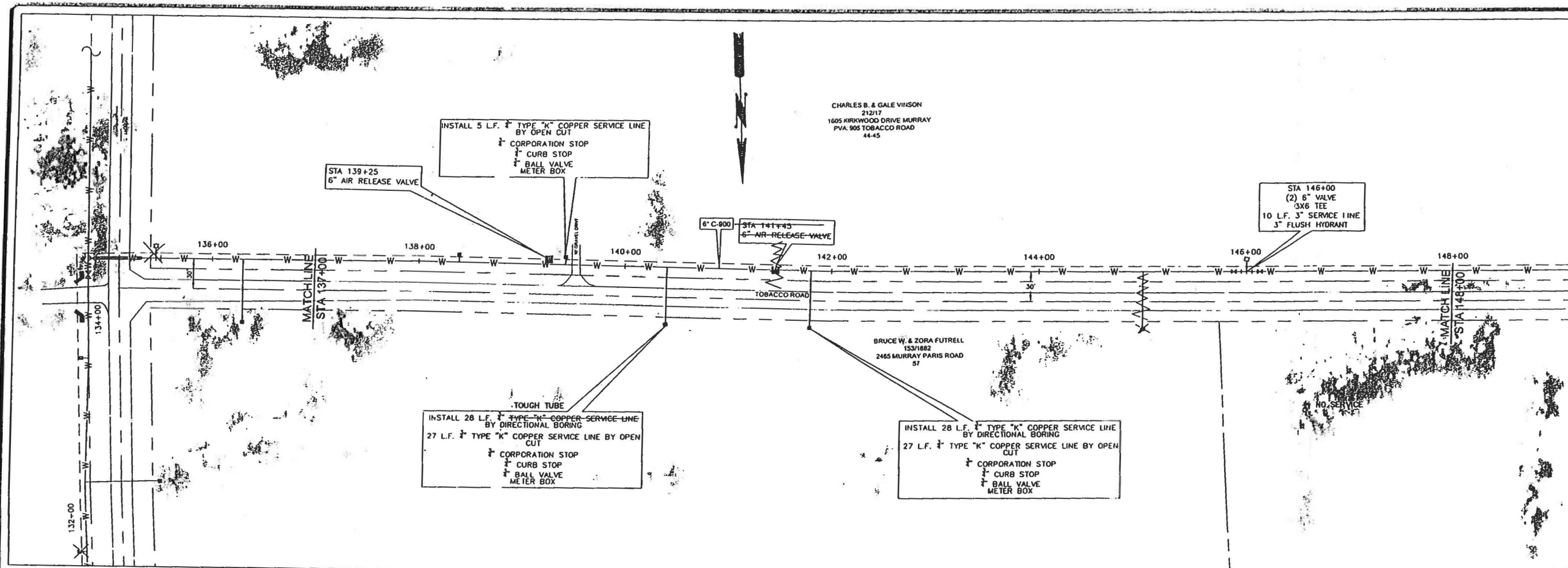
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET

5

OF 8

SCALE: 1"=50'



SCALE: 1"=50'

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DEC 13 2007

MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO.	DATE	CHECKED BY	BY DATE
05339	JUNE 01, 2006	MSB	
DRAWN BY	REV.	DESCRIPTION	
DD			

GEOTECH
ENGINEERING & TESTING, INC.
503 SOUTH 17th STREET
PACIFIC, KY 40369
PHONE: 270.443.1095
FAX: 270.443.1094
www.geotechengineers.net

STATION 137+00 TO 162+00

WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD

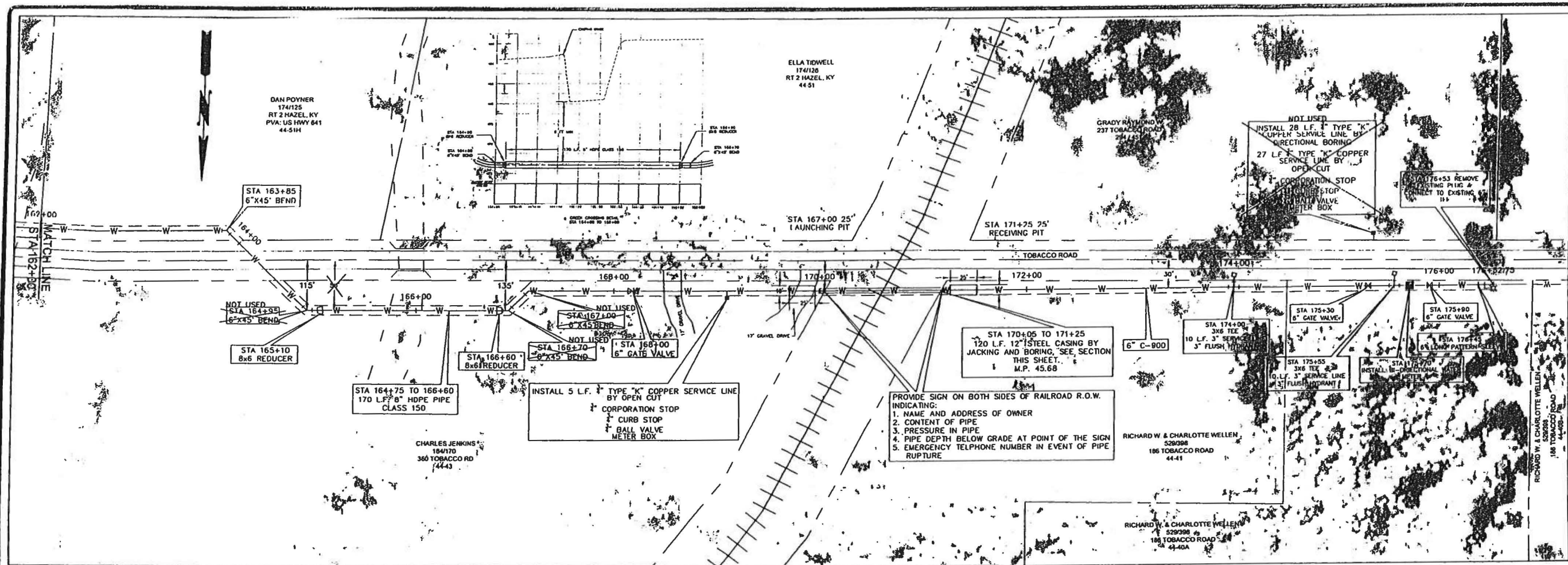
MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET

6

OF 8

1354-1F



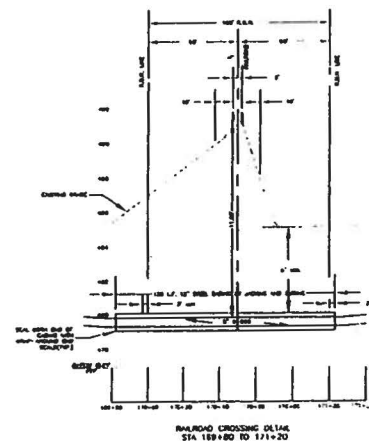
SCALE: 1"=50'

SPECIAL NOTE TO CONTRACTOR:

1. SERVICE LINES & METER BOXES ARE SHOWN GRAPHICALLY ONLY. CONTRACTOR IS RESPONSIBLE TO CONTACT EACH INDIVIDUAL PROPERTY OWNER FOR CO-ORDINATION OF EXACT LOCATION OF SERVICE LINE & METER BOX
2. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING CONDITION OF CREEK CROSSING TO MINIMIZE LENGTH OF BORE

GENERAL NOTE:

1. NORTH ARROW IS REFERENCED TO KY STATE PLANE COORDINATE SYSTEM (NAD83, KENTUCKY SOUTH ZONE).
2. ARIAL PHOTOGRAPH SHOWN HEREON WAS TAKEN ON THE DATE OF SEPTEMBER 15, 2005 BY PHOTO SCIENCE GEOSPATIAL SOLUTIONS.
3. PROPERTY BOUNDARY LINES SHOWN HEREON ARE APPROXIMATE AND FOR VISUAL PURPOSE ONLY AND NOT FROM A BOUNDARY SURVEY. IT SHALL NEVER BE CONSIDERED OR USED AS ACCURATE MEASUREMENT FOR BOUNDARY LOCATION.
4. PROPERTY BOUNDARY INFORMATION SHOWN HEREON WAS TAKEN FROM CALLOWAY COUNTY PVA MAP NUMBER 44 (DATED 6-28-05) NUMBER 51 (DATED 10-03-03) AND NUMBER 52 (DATED 11-04-04).



LEGEND	
	PUBLIC UTILITY EASEMENT
	PROPOSED WATER LINE
	EXISTING WATER LINE
	RIGHT OF WAY
	CENTERLINE OF RAIL ROAD
	PROPERTY LINE
	CENTERLINE OF ROAD
	FLOWLINE OF CREEK
	EDGE OF PAVEMENT
	EXISTING FIRE HYDRANT
	EXISTING UTILITY POLE FOUND
	METER BOX
	BI-DIRECTIONAL WATER METER
	GATE VALVE
	8 x 6 REDUCER

RECEIVED BY

DFC 13 2007

MURRAY PLANNING & ENGINEERING DEPT.

PROJECT NO. : 09238	DATE : JUN 01, 2006
DRAWN BY : BD, PVL	CHECKED BY : RSR
REV. DESCRIPTION	BY DATE
ADDENDUM NO. 2	[PVL] 6/15/06
ADDENDUM NO. 3	[PVL] 6/16/06
REV. PER CITY OF MURRAY	[PVL] 8/01/06

GEOTECH
ENGINEERING & TESTING, INC.

505 SOUTH 17th STREET
MURRAY, KY 42071
PHONE : 270.443.1965
FAX : 270.750.4980
www.geotechky.com

STATION 162+00 TO 178+53

WATER MAIN EXTENSION (AS-BUILT)
MURRAY-PARIS ROAD / KY. HWY. 1497
AND TOBACCO ROAD

MURRAY WATER DISTRICT #2, 201 NEW PROVIDENCE RD., MURRAY, KENTUCKY 42071

SHEET

7

OF 8

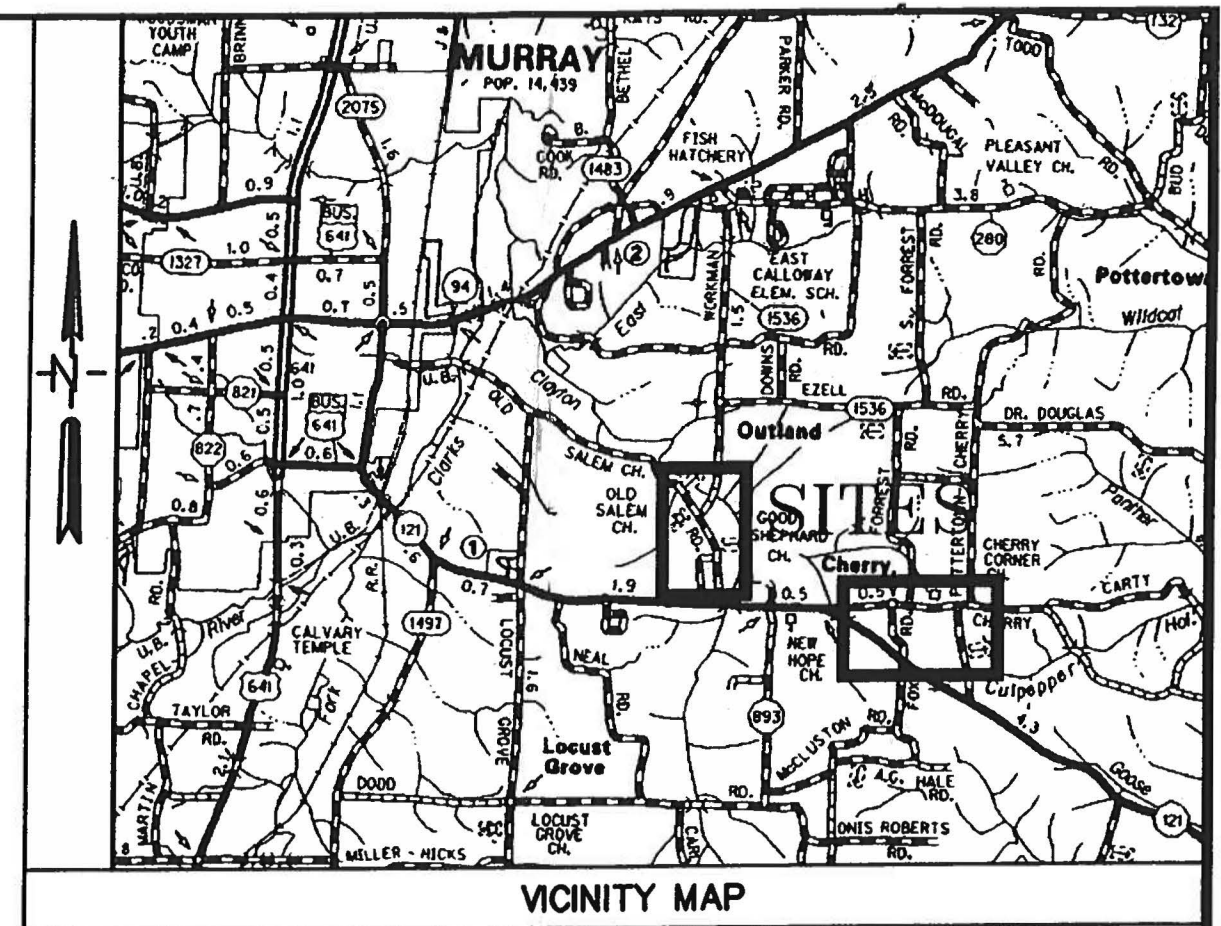
1354-1G

MURRAY WATER DISTRICT #2

HIGHWAY 121 SOUTH

WATER MAIN EXTENSION PROJECT

CALLOWAY COUNTY, KENTUCKY



KIM H. OATMAN
PROFESSIONAL ENGINEER
133 PINE CREEK DRIVE
PADUCAH, KY 42001

LEGEND

- MJ - MECHANICAL JOINT
- DI - DUCTILE IRON
- WATER LINE
- GAS LINE
- BST— BELL SOUTH TELEPHONE LINE
- RW— RIGHT-OF-WAY

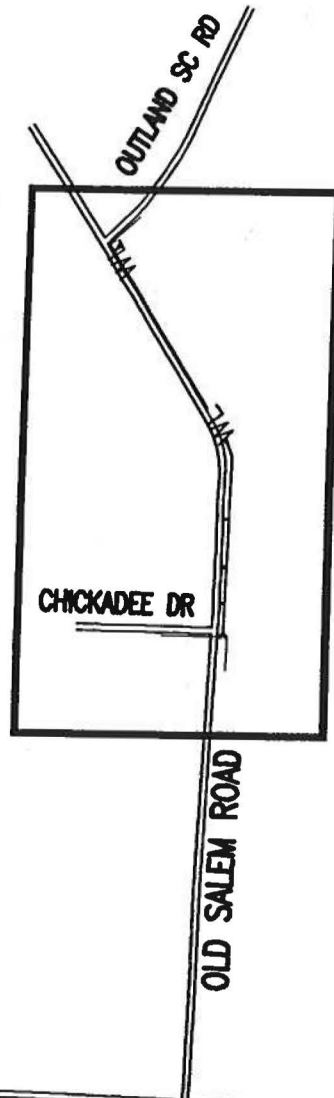
INDEX OF DRAWINGS

COVER SHEET

- SHEET 1
- SHEET 2
- SHEET 3
- SHEET 4
- SHEET 5
- SHEET 6
- SHEET 7
- SHEET 8
- SHEET 9

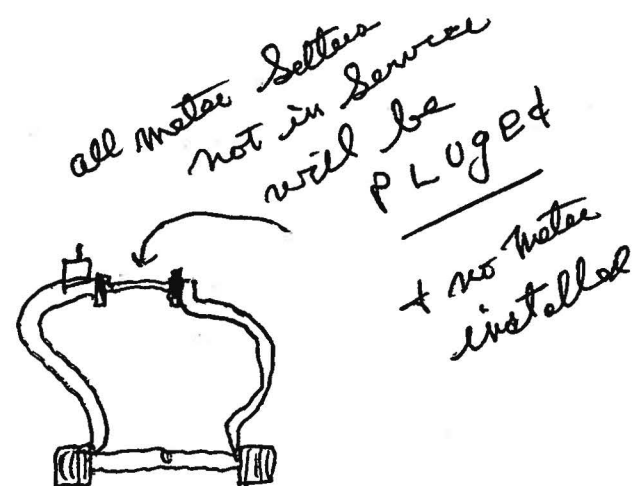
INDEX MAP

- CHERRY CORNER ROAD - STA. 0+00 - 14+23
- CHERRY CORNER ROAD - STA. 14+23 - 39+34
- CHERRY CORNER ROAD - STA. 39+34 - 50+76
- BRANCH TO HWY 121 - STA. 7+06 - 10+27
- OLD SALEM ROAD - STA. 0+00 - 10+90
- OLD SALEM ROAD - STA. 10+90 - 16+53
- WATER DETAILS
- TYPICAL BORING CROSSING DETAIL

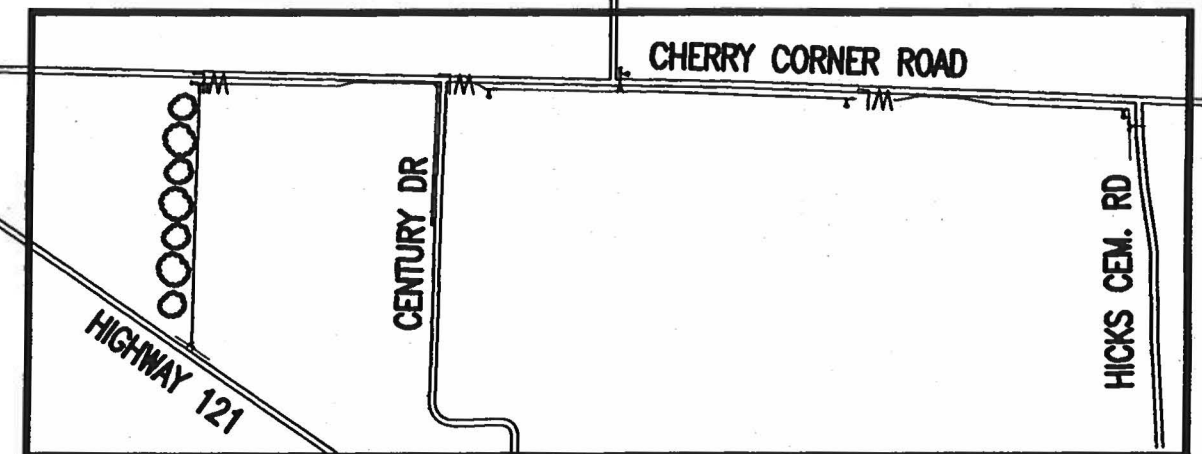


SHEETS 6 & 7

HIGHWAY 121



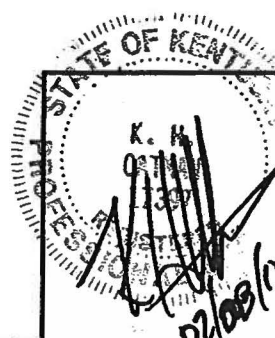
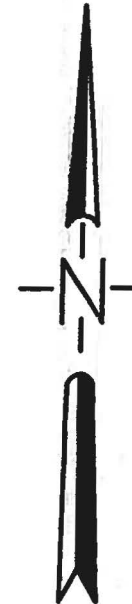
SHEETS 2 THRU 5



BURIED UTILITIES NOTE:
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT B.U.D. @ 1-800-752-8007 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.



CALL BEFORE YOU DIG...
1-800-752-8007
UTILITIES PROTECTION CENTER
IT'S THE LAW



ALL DISTURBED PROPERTIES; DRIVEWAYS, YARDS, FENCES AND FIELDS SHALL BE RESTORED TO ORIGINAL PRE-CONSTRUCTION CONDITIONS.

WATER MAIN SHALL BE LOCATED A MINIMUM OF 10' AWAY FROM GAS MAIN.

ALL CONCRETE AND ASPHALT DRIVES SHALL BE BORED UNDER (NO OPEN CUT PERMITTED).

**MURRAY WATER DISTRICT #2
HIGHWAY 121 SOUTH
WATER MAIN EXTENSION**

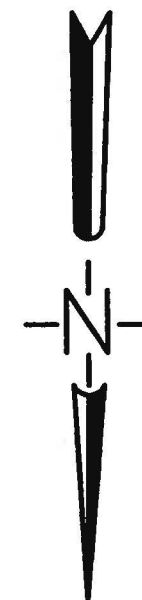
**KIM H. OATMAN
PROFESSIONAL ENGINEER
133 PINE CREEK DRIVE
PADUCAH, KY 42001**

12/14/09 1" = 100' 1 OF 9

BURIED UTILITIES NOTE:
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CALL BEFORE YOU DIG...
1-800-752-8007
UTILITIES PROTECTION CENTER
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HAL & SHELBY
HOSFORD

HICKS CEM. ROAD

EX. 4" PVC

EXIST. 4" VALVE

STA. 0+00
EXIST. 4" CAP
NEW 4X6 REDUCER

HAL HOSFORD

6" PVC ON 15' EASEMENT

meter box

JAMES C.
MOODY

DAN PARKER

6" F.H. & VALVE

6" VALVE

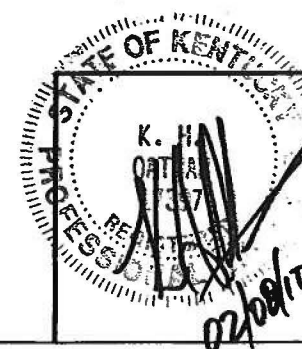
6" PVC ON 15' EASEMENT

1" church
meter

STA. 14+23

CHERRY CORNER ROAD

MR. LADD



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HIGHWAY 121 SOUTH
WATER MAIN EXTENSION

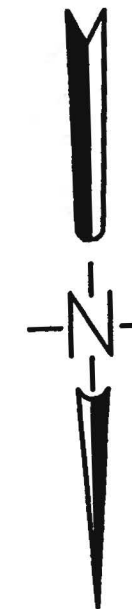
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UTILITIES PROTECTION CENTER
IT'S THE LAW



STA. 5+50
4" PVC & CAP
2" FLUSHING HYDRANT
4" VALVE

☒ Yes

RHONDA F &
THOMAS W
DUFF

☒ No
Take + meter
RHONDA
EDMONSON
RUSSELL

RHONDA
EDMONSON
RUSSELL

Hull
ROBERT
CURRY
RICHEY

OWE
LIN
ANDE
STA. 39+34

STA. 14+23

DAN PARKER

STEVEN L. & KENT
MCQUISTON

ALEX L.
KELLEN

6" PVC ON 15' EASEMENT

6" PVC ON 15' EASEMENT

6" F.H. & VALVE

6" VALVE

60" BORE, STEEL
CASING UNDER ROAD

6" PVC, 6" VALVE,
6" HYDRANT, 6" CAP

CHERRY CORNER ROAD

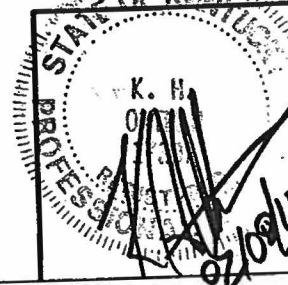
TRANSITION
TO R/W

BORE UNDER ROAD

6X6X4 TEE

JAMES HART JR

FORREST ROAD



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HIGHWAY 121 SOUTH
WATER MAIN EXTENSION

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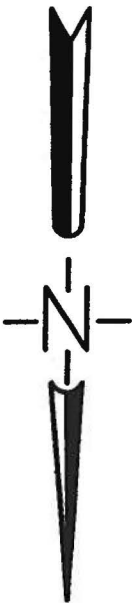
12/14/09 1" = 100' 3 OF 9

STA. 7+06 MATCH LINE

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UTILITIES PROTECTION CENTER
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STA. 5+50
4" PVC & CAP
2" FLUSHING HYDRANT
4" VALVE

RHONDA F &
THOMAS W
DUFF

RHONDA
EDMONSON
RUSSELL

RHONDA
EDMONSON
RUSSELL

ROBERT
CURRY
RICHEY

OWEN &
LINDA
ANDERSON

STEVEN L. & KENT
MCQUISTON

BEN A BRUMLEY III

ROBERT R WILSON

O.A.

Water Service yes

6" VALVE
6" F.H. & VALVE

4" VALVE
4" CAP

6" PVC ON 15' EASEMENT

6X4 REDUCER

CHERRY CORNER ROAD

STA. 48+76 E-W LINE=
STA. 0+00 N-S LINE



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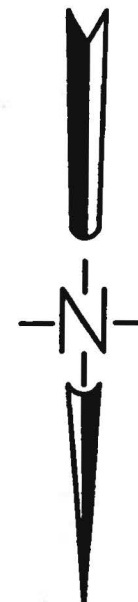
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STATE ROUTE 121 S
 EX. 6" TRANSITE
 STA. 10+27
 6" TAPPING COLLAR & TAPPING VALVE
 STEVEN L. & KENT MCCUISTON

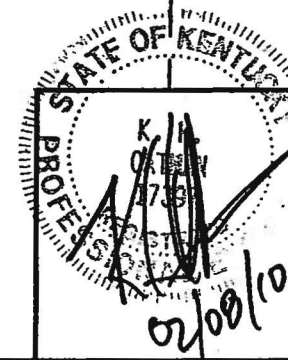
ROY GLENN & LISA ANN HILL

STA. 7+06 MATCH LINE

6" PVC CLOSE TO TREELINE
 ON 15' EASEMENT

RHONDA F &
 THOMAS W
 DUFF

RHONDA
 EDMONSON
 RUSSELL



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HIGHWAY 121 SOUTH
WATER MAIN EXTENSION

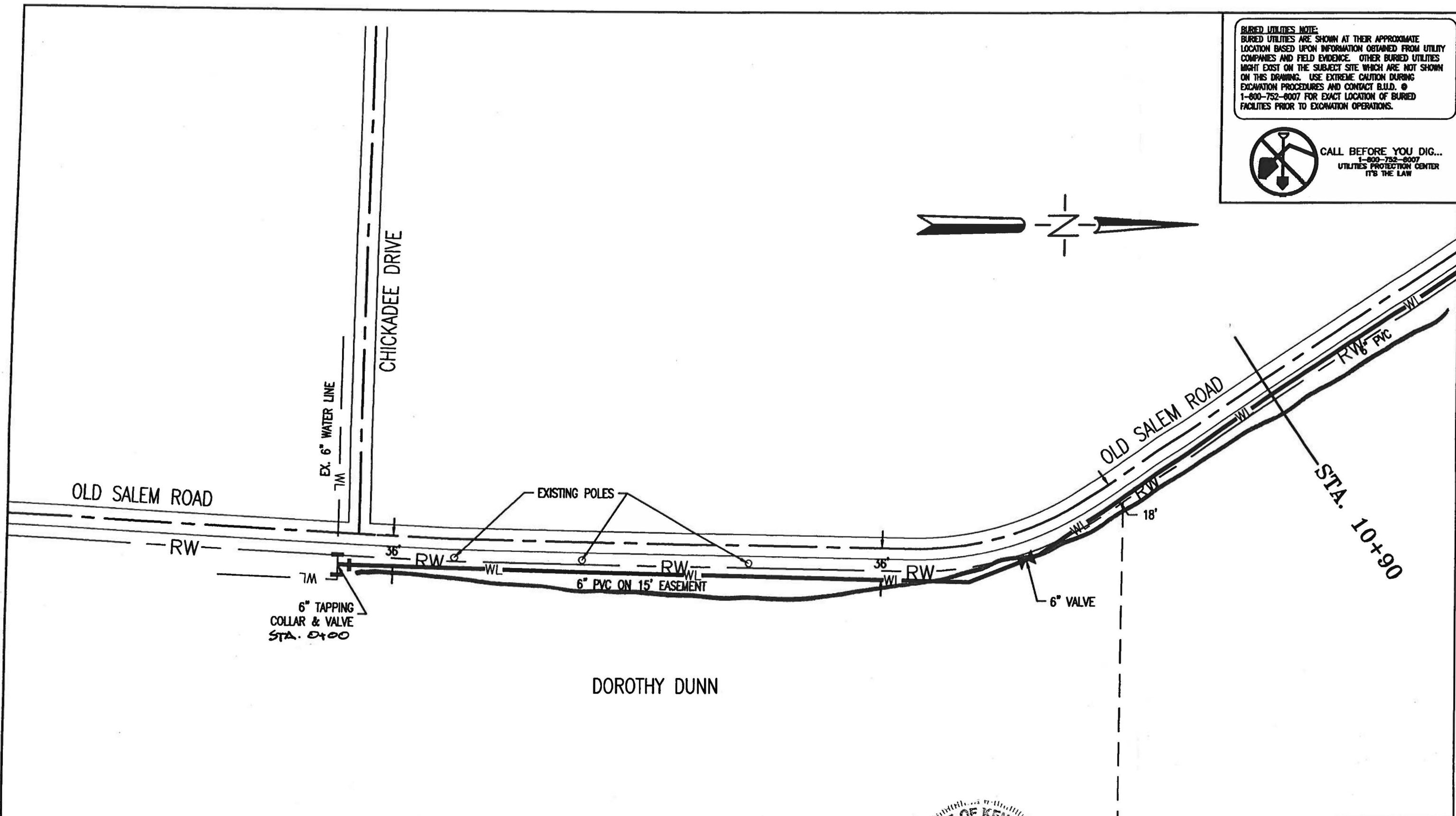
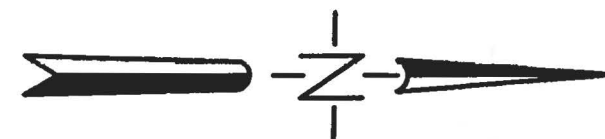
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12/14/09 1" = 100' 5 OF 9

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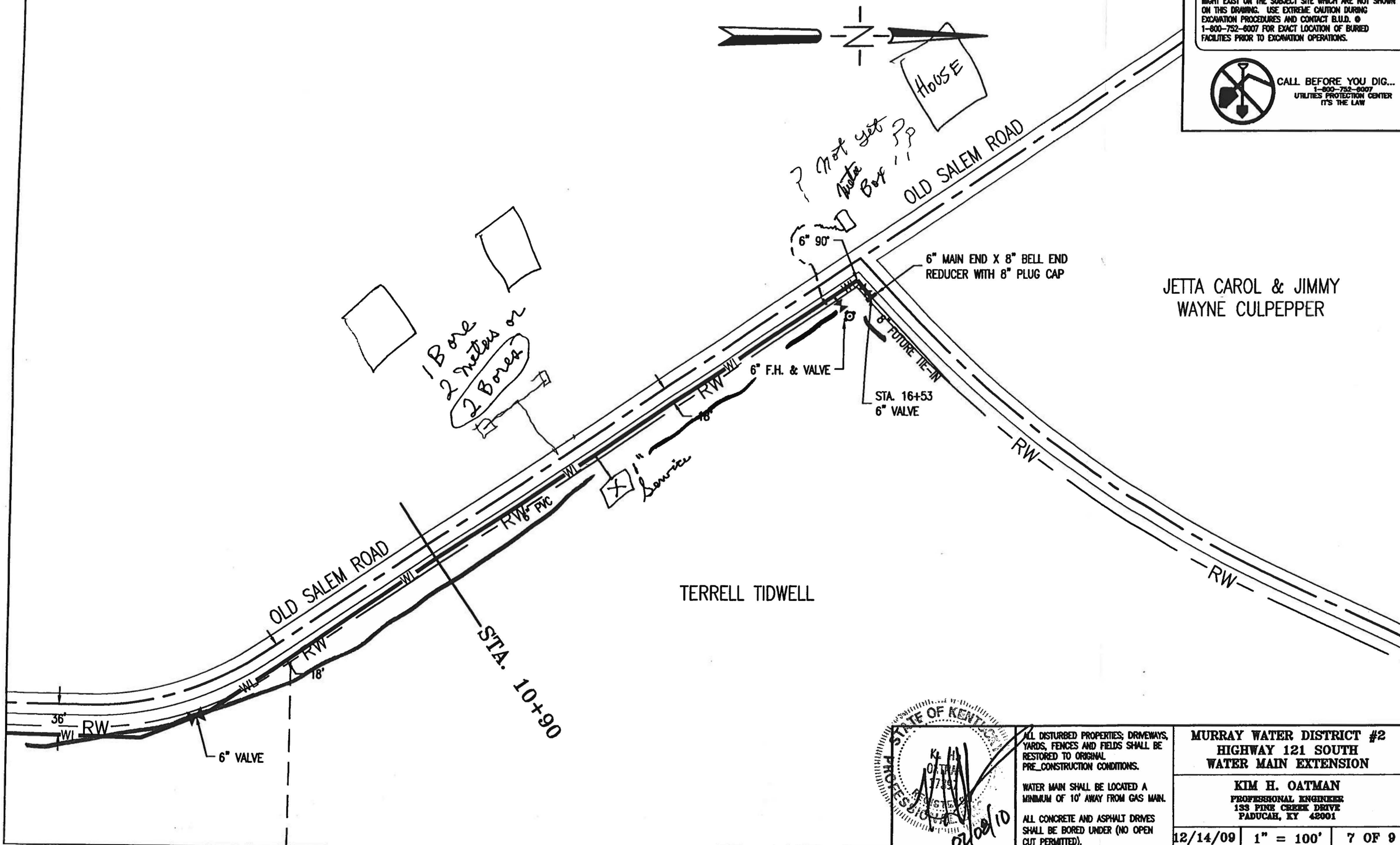
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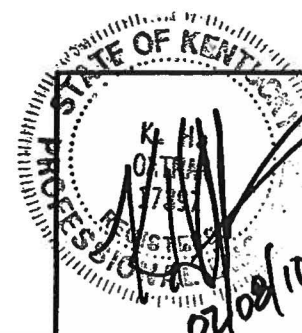


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JETTA CAROL & JIMMY
 WAYNE CULPEPPER

TERRELL TIDWELL



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 HIGHWAY 121 SOUTH
 WATER MAIN EXTENSION**

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 PADUCAH, KY 42001

12/14/09 | 1" = 100' | 7 OF 9

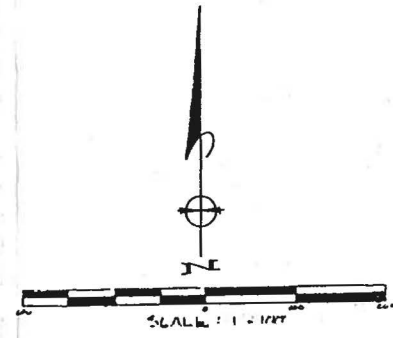
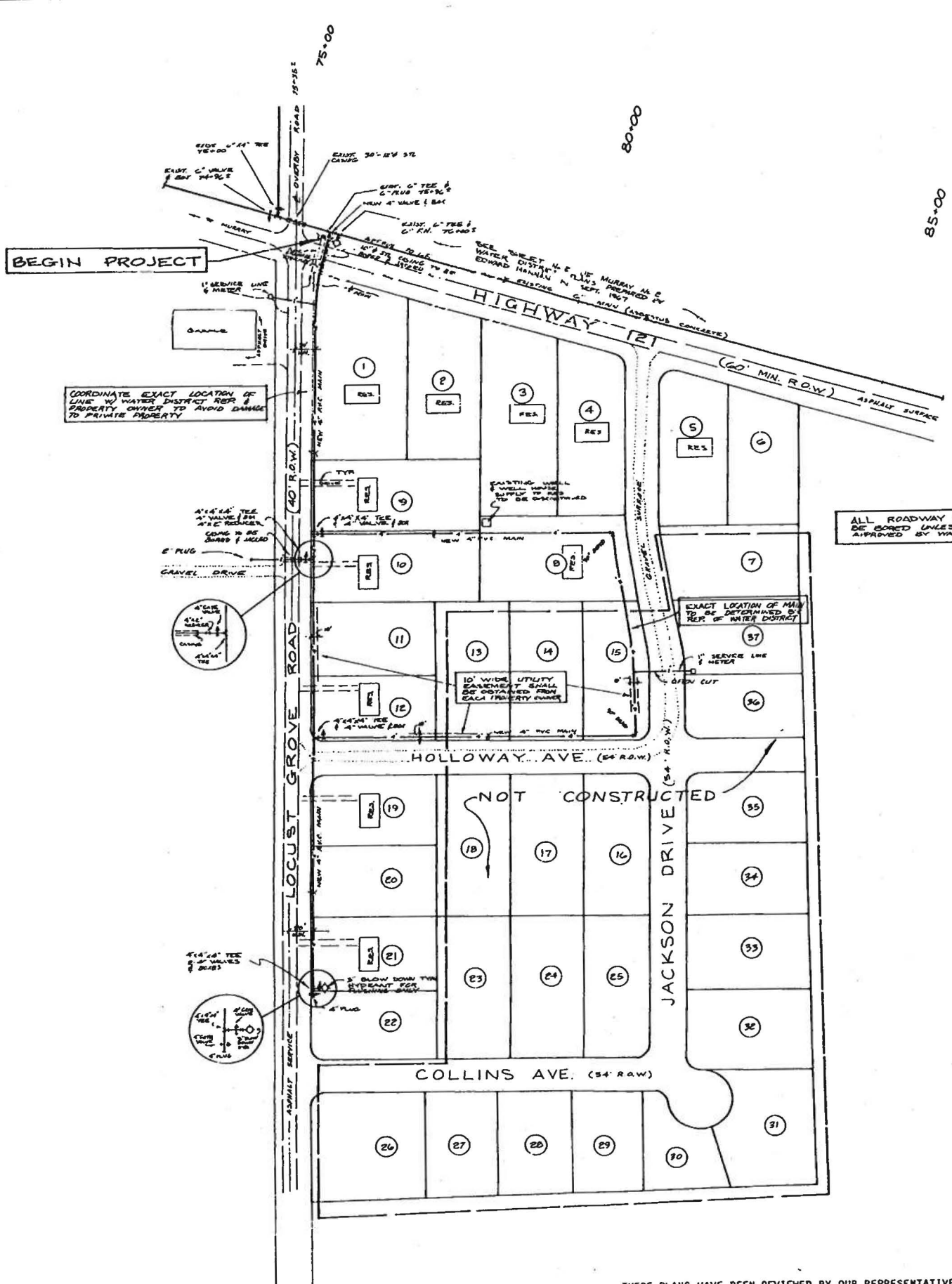


WATER

1. PVC piping must be NSF approved and manufactured in accordance with ASTM standards.
2. All dead end lines must be provided with a properly sized blow-off assembly (minimum 2-1/2 inch diameter outlet) for flushing purposes.
3. The minimum size of water main for providing fire protection and serving fire hydrants shall be six inch diameter. Larger size mains will be required, if necessary to allow the withdrawal of the required fire flow while maintaining the minimum residual pressure. Hydrants shown on lines less than six inches in diameter shall be for flushing purposes only.
4. During the process of topping the existing asbestos concrete main, the contractor shall conform to OSHA regulations governing the handling of hazardous waste.
5. Pieces of asbestos concrete resulting from the tap shall be double bagged, placed in a rigid container and disposed of in an approved landfill.
6. A minimum pressure of 30 psi must be available on the discharge side of all meters.
7. Water lines must be located at a minimum lateral distance of 10 feet from any existing or future sewer lines and sanitary sewer manholes measured from outside diameters. Where a water line must be placed in the same trench as a gravity sewer line, the water line must be located on a shelf 2 feet above and 2 feet to the side of the sewer line.
Water lines crossing under sewer line, or crossing less than 2 feet above sewer lines, must be encased for a distance not less than 5 feet on either side of the point of crossover.
8. Upon completion of construction, disinfection shall be strictly in accordance with the procedure designated in the State Regulations, which reads as follows:
"All new water distribution systems including storage distribution tanks and repaired portions of, or all extensions to existing systems shall be thoroughly disinfected before being placed in service, by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of at least fifty (50) ppm and a residual of at least twenty five (25) ppm at the end of 24 hours and followed by thorough flushing."

GENERAL NOTES

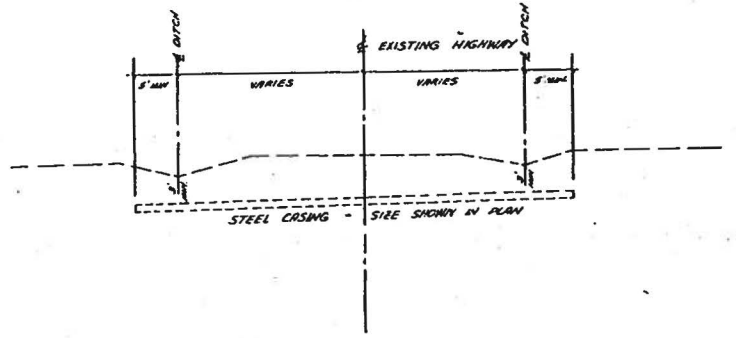
1. Installer shall be responsible for contacting all public utilities to verify location of underground facilities. All costs arising from damages to public utilities shall be borne by the installer.
2. Installer shall obtain all necessary permits and supply copies to the Engineer.
3. No work shall be performed on public right-of-ways until after the proper warning and/or construction signs have been erected, in accordance with the State of Kentucky Manual of Uniform Traffic Control Devices.
4. No work shall be permitted on adjoining private property unless previous written consent is obtained from the Owner by the Installer.
5. Access to each property shall be maintained at all times. Trenching shall be limited to permit immediate backfilling.
6. All existing utilities shall remain functional until the new mains have been tested and approved. Only after all necessary approvals may individual service taps be made.
7. All work shall be done in a manner to cause the least amount of inconvenience to the property owners. Property owners must be notified a minimum of twenty four hours in advance before a utility can be shut off. Installer should schedule his work to best meet the owners' needs. Shut off time shall be kept to a minimum.



APPROVED
John T. Smith
DIVISION OF WATER
DEPARTMENT FOR NATURAL RESOURCES
AND ENVIRONMENTAL PROTECTION

**SANITARY FEATURES OF DESIGN
WATER SUPPLY FACILITIES ONLY**
NLH
Reviewed
Checked
5-9-91
Issuance Date
5-9-92
Expiration Date
IN ACCORDANCE WITH LETTER OF APPROVAL

WATER PIPE TO BE PLACED IN STEEL CASING AND BE OF A LENGTH TO EXTEND 5' BEYOND EACH BANK AT ANY CREEK OR DITCH CROSSING WHERE WATER WOULD HAVE LESS THAN 36" OF COVER.



NOTE:
SUBDIVISION INFORMATION TAKEN FROM PLAT TITLED: JACKSON ACRES SUBDIVISION MURRAY, KY DATED 4-14-1966 & PREPARED BY JOHN Q. DOWAN OF MADISONVILLE, KY.
EXISTING WATER MAIN INFORMATION TAKEN FROM PLAT OF MURRAY NO. 2 WATER DISTRICT WATERWORKS FACILITIES PREPARED BY EDWARD T. HANNAH & ASSOCIATES, INC. & DATED: SEPT. 20, 1987

IT IS THE RESPONSIBILITY OF THE INSTALLER TO LOCATE ANY UNDERGROUND UTILITIES. EXISTING UTILITIES SHOWN ON THE PLANS ARE IN NO WAY AN ATTEMPT TO SHOW EXACT LOCATION NOR ALL THE EXISTING UTILITIES OR OBSTRUCTIONS.

THESE PLANS HAVE BEEN REVIEWED BY OUR REPRESENTATIVE AND ARE APPROVED BY THE MURRAY NO. 2 WATER DISTRICT.

MURRAY No. 2 WATER DISTRICT
WATER MAIN EXTENSION - JACKSON ACRES SUBDIVISION
MURRAY - CALLOWAY COUNTY, KENTUCKY

KENAR ARCHITECT AND ENGINEER
PROFESSIONAL ARCHITECT, ENGINEER AND LAND SURVEYOR
200 EAST 12TH STREET - BENTON, KENTUCKY - 502 527-1481

APR 16 1991
SALE
4-9-91
PROJECT
15J
SHEET NO. 1
91M-020
DRAWING NO.:
XM-113

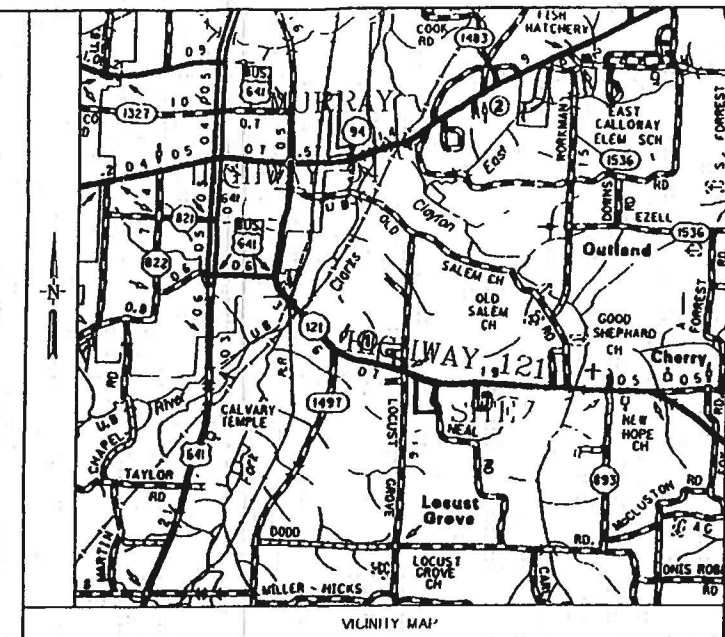
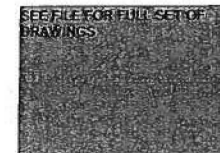
SUMMERFIELD ESTATES SUBDIVISION

NEALE TRAIL, MURRAY, KENTUCKY

DEVELOPED BY

DALE DUNLAP AND CAROLYN DUNLAP

4036 SHOEMAKER ROAD, HAZEL, KENTUCKY



APPROVED
IN ACCORDANCE WITH LETTER OF APPROVAL

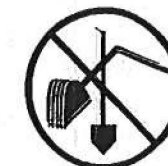
DIVISION OF WATER
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

REVIEWED: *[Signature]* APPROVAL DATE: 5/16/06
CHECKED: *[Signature]* EXPIRATION DATE: 5/16/07

SANITARY FEATURES OF DESIGN - WATER SUPPLY (FACE T-5 ONLY)

ALL DISTURBED PROPERTIES, DRIVEWAYS
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CONDITIONS

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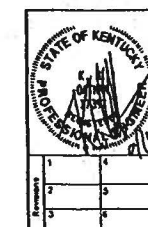


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IT'S THE LAW

RECEIVED BY

APR 17 2006

140 ENGINEERING DEPT



SUBDIVISION WATER PLAN

WATER MAIN EXTENSION PLANS
SUMMERFIELD ESTATES SUBDIVISION
MURRAY CALLOWAY CO KENTUCKY
DEVELOPED BY DALE & CAROLYN DUNLAP

Kim M Oalman, PE, LS

270-554-0482

133 FIVE CREEK DRIVE PADUCAH KY 42001

DRAWN BY	JRY
CHECKED BY	KMD
PROJECT NO	
DATE	APRIL 14, 2006
SHEET NO	1
SHEETS	1

ATTACHMENT 4

INVENTORY OF LIABILITIES

The Murray Water District #2 currently shows no liabilities other than the "Contributions in Aid of Construction" shown on their latest Balance Sheet.

OATH

Commonwealth of Kentucky)
) ss:
 County of Calloway)

Judy Harris

makes oath and says

(Name of Officer)

that he/she is Treasurer

of

(Official title of officer)

Murray #2 Water District

(Exact legal title or name of respondent)

that it is his/her duty to have supervision over the books of account of the respondent and to control the manner in which such books are kept; that he/she knows that such books have, during the period covered by the foregoing report, been kept in good faith in accordance with the accounting and other orders of the Public Service Commission of Kentucky, effective during the said period; that he/she has carefully examined the said report and to have the best of his/her knowledge and belief the entries contained in the said report have, so far as they relate to matters of account, been accurately taken from the said books of account and are in exact accordance therewith; that he/she believes that all other statements of fact contained in the said report are true; and that the said report is a correct and complete statement of the business and affairs of the above-named respondent during the period of time from and including

January 1, 2018 , to and including December 31, 2018

Judy Harris
 (Signature of Officer)

subscribed and sworn to before me, a Notary State at Large , in and for

the State and County named in the above this 25th day of June, 2019

(Apply Seal Here)

My Commission expires 1/20/2020

Marine Lee

(Signature of officer authorized to administer oath)

NOTE: ANY DIFFERENCE BETWEEN THE AMOUNT OF THE GROSS REVENUES SHOWN IN THE ANNUAL REPORT AND THE AMOUNT APPEARING ON THIS STATEMENT MUST BE RECONCILED ON THE REVERSE OF THIS REPORT

**MURRAY NO. 2 WATER DISTRICT
BALANCE SHEET
DECEMBER 31, 2018**

ASSETS

FIXED ASSETS

Water Plant in Service	\$687,304.35	
Less: Allowance for Depreciation	(294,804.10)	
Land Rights	<u>150.00</u>	
Total Fixed Assets		\$392,650.25

Cash and Checking:

Cash on Hand	304.00	
Checking Account	<u>5,654.81</u>	
Total Special Funds		5,958.81

MATERIAL AND SUPPLIES		314.08
------------------------------	--	---------------

ACCOUNTS RECEIVABLE		408.00
----------------------------	--	---------------

TOTAL ASSETS		<u>\$399,331.14</u>
---------------------	--	----------------------------

CAPITAL AND LIABILITIES

CAPITAL

Contributions in Aid of Construction	514,502.06	
Retained Earnings	<u>116,620.25</u>	
Total Capital		397,881.81

LIABILITIES

Accounts Payable	1449.33	
Total Liabilities		1449.33

TOTAL CAPITAL AND LIABILITIES		<u>\$399,331.14</u>
--------------------------------------	--	----------------------------

MURRAY NO. 2 WATER DISTRICT
STATEMENT OF INCOME AND EXPENSES
YEAR ENDED DECEMBER 31, 2018

OPERATING INCOME

Metered Sales	\$58,394.11
---------------	-------------

OPERATING EXPENSES

Water Purchased	\$45,325.75
Materials & Supplies	1,452.42
Outside services	12,263.94
Insurance	258.54
Shipping	1,409.74
Miscellaneous	1,415.00
Rents	420.00
Water Testing	903.50
Depreciation	16,637.95

Total Operating Expense	<u>80,086.84</u>
-------------------------	------------------

Income From Operations	<u>-21,692.73</u>
------------------------	-------------------

NET INCOME

<u>\$-21,692.73</u>

LIST OF EMPLOYEES

Marty Futrell, Manager

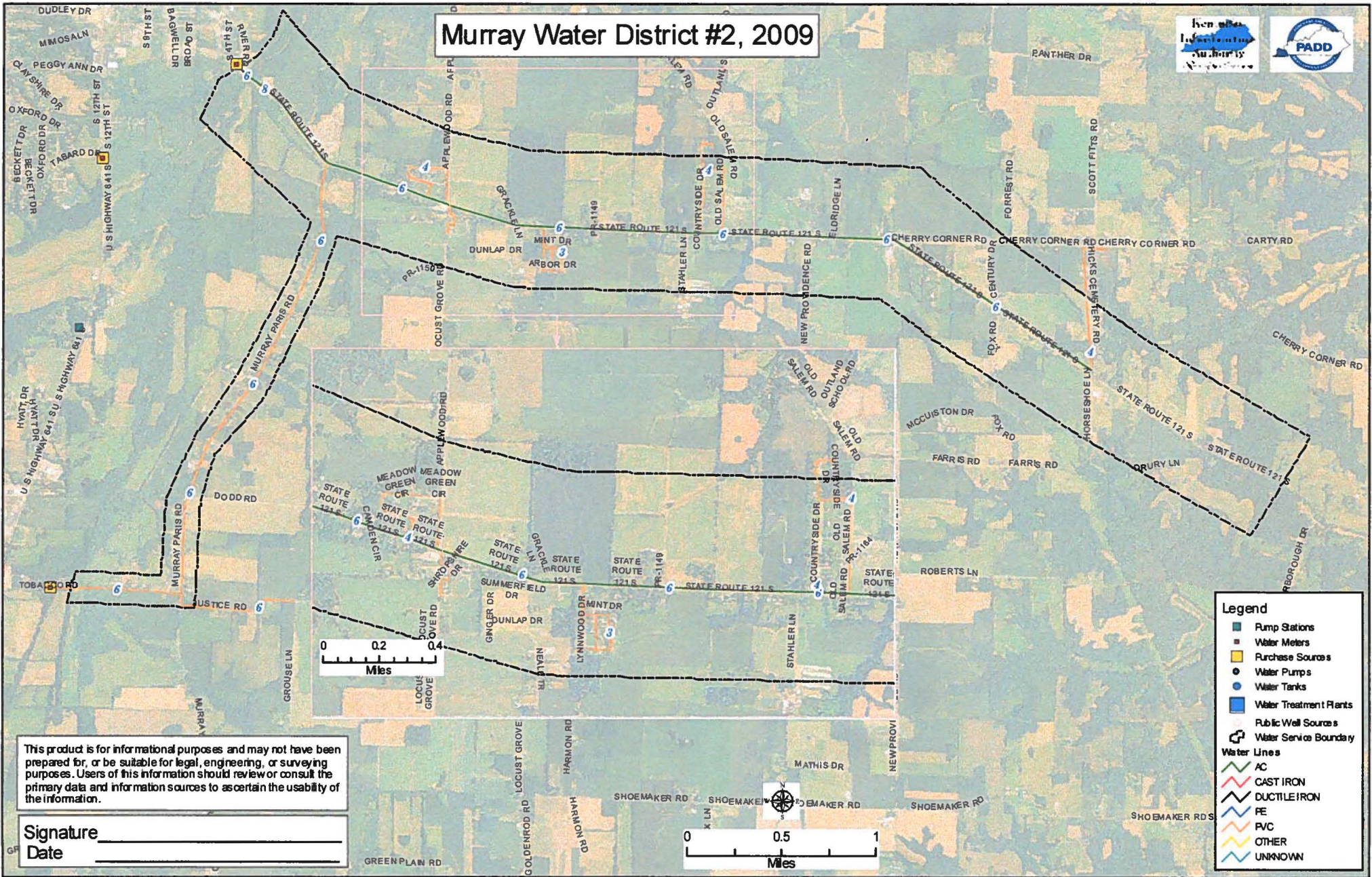
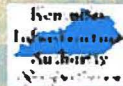
Judy Harris, Billing Processor

Contract Employees:

Jasper Wyatt, Water Distribution System Operator

Kenny Oates, Meter Reader

Murray Water District #2, 2009



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Signature _____
Date _____

Page 1

	RIVER RD/DOWN 121	PREVIOUS	NEW
800	CDM	1418	
816	ELKINS	3559	
1358	FENDR BENR	27502	
1358	MOORE LOT	7570	OFF
1752	LONG	536	
1782	ELKINS	12500	
1828	HERNANDEZ	1039	
1850	KEYKARS	11139	
1850	DALE RECYLCE CENTER	5322	
2000	BOYD	1261	
1850	KEYTIRE BARN	2580	

	MURRAY PARIS RD	PREVIOUS	NEW
106	HARTMAN	2218	
555	GARDNER	2805	
548	WYATT	2760	
576	WYATT	3400	
681	GARDNER	1422	
656	CUNNINGHAM	5312	
854	ELDRIDGE	2775	
877	BRANDON	7796	
941	BRANDON	5416	
1026	MOELLER	7009	
1198	SANDERS	7201	
1205	CHERRY	5464	
1233	CRUMP	468	
1288	SPENGLER	1249	
1287	UNDERWOOD	11231	
1313	HARRELL	10509	
1366	HINTON	4209	
1456	BRANDON	5441	
1690	HORTON	607	
1767	FUQUA	5223	
1932	THOMPSON	1516	
2059	GALLIMORE	631	
2072	COLES	980	
2162	HEISS	4127	
2276	TRAVIS	1920	
2394	TRAVIS	3484	
2443	SCHROADER	865	
2500	BARRETT	3548	
2465	FUTRELL	1549	
906	SCHROADER	2270	
758	LYELL	116	
360	JENKINS	7638	
79	MATHIS	3600	
140	YOUNG	482	
1045	DARNELL	3267	
533	THOMPSON	2508	

	BACK DOWN 121 S	PREVIOUS	NEW
1850	DALE RECYCLE	1132	
2201	MCCUISTON	2076	
60	MCCUISTON	28077	
2200	PARKER	3703	
2200	PARKER SPK	56791	
2251	ADAMS	1423	
2275	OAKLEY	5211	
2308	BOMAR	5679	
2328	GILLESPIE	11179	
2368	CRENSHAW	8523	
2412	HOLLAND	8990	
2355	BILLINGTON	524	
2420	HATCHER AUTO	6084	
2421	HATCHER APTS	14505	
2450	DUBOSE	3038	
2469	DAVENPORT	4087	
2493	SCARBOROUGH	4447	
2521	WOODALL	5860	
2506	FOSTER	1610	
2569	WOODALL	1585	
2614	FUTRELL	1871	OFF
2607	STUBBLEFIELD	1559	
51	WALDROP	2662	

	MEADOW GREEN ACRES	PREVIOUS	NEW
39	RAMSEY	14906	
67	KONDRAKTO	4285	
115	STUBBLEFIELD	591	
144	BANNISTER	3195	
166	WOLBERTON	950	
157	SWARTHOUT	1951	
175	STEIGLER	3038	
200	HATCHER	4498	
193	PRUITT	2990	
215	BYNUM	3180	
241	JONES	1011	
255	ROGERS	2806	
267	COLLINS	7061	
308	LEWIS	8261	
305	MONTOYA	6994	
325	POAT	7642	
336	GILLAND	417	
365	LAMB	8808	
141	MCNUTT	2090	
134	PHILLIPS	922	
118	FRANK	6398	
417	MCDANIEL	8587	
435	KING	11452	
225	CONWAY	4503	
177	RAMSEY	4515	
123	WEAVER	13995	

	JACKSON ACRES	PREVIOUS	NEW
2665	CARTER SERVICE	3811	
61	CARTER	6228	
85	CARTER	10660	
84	HALE	11619	
2703	CARTER	8029	
2755	GARRIGUS	6317	
2733	SPANN	9208	
102	MAYER	7898	
122	FLATT	2449	
224	ROSE	2331	
371	MALEY	36680	
182	BRANDON	9397	
144	COWEN	8943	
191	NOVAK	4127	
112	ROGERS	16962	
75	FOX	7908	
2775	MOSS	12096	
2807	SHROPSHIRE	7271	
2863	WINCHESTER	11024	
2899	CHAMBERLAIN	776	
2929	MCNUTT	24496	
3110	TRIMBLE	7179	OFF
3000	CATHY FARM	5928	
40	FLOTA	6365	
104	HENRY	9372	
186	KNIGHT	11920	
277	BROOKHISER	872	
23	MICHAEL	991	
69	SHEPARD	5795	
109	BURGESS	5355	
63	PHILLIPS	6058	
23	PREACHER	3150	
142	THOMAS	655	
3026	CLARK	3144	
3155	REITZ	4055	

	LYNNWOOD ESTATES	PREVIOUS	NEW
3195	ALLISON	4183	OFF
3239	WETHERINGTON	2584	
101	RODRIQUE	18835	
121	COCHRAN	9820	
102	MINOR	10353	
11	NANCE	10113	
31	BURKEEN	4609	
122	WALKER	8545	
51	ATHERTON	14833	
160	MARBLE	8164	
141	PRESCOTT	8678	
181	UNDERHILL	8802	
199	BEAR	5067	
288	MOSS	6432	
288	MOSS SHOP	2335	
332	MCKEEL	10208	
277	CLINGER	9124	
1	ARMSTRONG	19021	
35	FARMER	9436	
77	MAUNEY	9743	
101	RIGGINS	11391	
91	ELKINS	12865	
92	VANDYKE	3032	
74	HUGHES	1859	
54	MCCLURE	1200	
30	ALLBRITTEN	3030	
12	SWINGLE	6080	
18	TINSLEY	2634	

	DOWN FROM LYNNWOOD ON 121 S	PREVIOUS	NEW
3295	SWALLS	13851	
3335	WILLIAMS	6562	
3379	DAMRON	4379	
3403	REYNA	14261	
3437	KARASEK	5086	
3360	HUBBLE	3786	
3326	WATSON	7723	
3486	STAHLER	6632	
3493	MITCHELL	16283	
3661	SHUTLZ	4281	
3654	WILLIAMS	10380	
3731	ZIMMERMAN	5434	
3751	KIRK	5643	
3771	CHERRY	5209	
3789	FRANCO	37017	
3809	FRANCO	8935	
3831	WILSON	13226	
3867	HOLSKEY	15652	
3887	BUSHART	7778	
3907	BROWN	1451	
3950	SHIPLEY	7443	
317	STAHLER	7270	
4002	MCCOIN	9402	
4095	LESLIE	145	
4129	MILLER	9422	
4117	TIDWELL	417	
4143	ADKINS	7713	
4165	STOUT	9273	
4183	WILSON	10873	
4205	WILSON	11106	
4219	BELL	22297	
4222	SMOTHERS	16884	

	Fairview Acres	PREVIOUS	NEW
3247	ALLEN	7377	
70	GOVERN	14941	
4082	BRELSFORD	11452	
4130	WHITE	9790	
3195	MOODE	15933	
3171	TAYLOR	11521	
3182	MCALLISTER	4732	
3184	PASCHALL	8342	
3125	HARRIS	9650	
3104	HALL	7560	
3075	THOMASON	18181	
3029	FRITTS	3406	
2756	TIDWELL	11529	
2763	THOMPSON	809	
2979	HERNDON	7907	
2945	EDMONDS	12189	
390	OWEN	8131	
2925	LASTER	6992	
312	MORTON	493	
264	HERNDON	13751	
216	JONES	2875	
166	CUNNINGHAM	14075	
144	FOX	4895	
120	EDWARDS	12341	
4060	COLEMAN	12425	
4026	HERNDERSON	11407	
67	DOWNEY	9939	
95	UNDERHILL	108	
143	MANKER	2151	
191	HENSHAW	5097	
215	SMITH	13752	
263	MORRIS	12351	
311	MILES	21358	
334	HARGIS	12670	
355	RASBERRY	16052	
405	YARBROUGH	16756	
453	ALEXANDER	14666	
481	WALLACE	11551	
482	DEVINE	7042	
464	BURKEEN	221	

	DOWN FROM FAIRVIEW ON 121 S	PREVIOUS	NEW
4391	SMITH	5871	
4482	POWELL	25981	
4511	BURTON	10986	
4531	PASCHALL	5061	
216	ALLBRITTEN	1738	
4576	PROCTOR	16661	
141	MCCAGE GARAGE	4801	
32	BOWERS	841	
4689	MCCUISTON	2129	
4708	BONECK	7090	
4672	FAITH BAPTIST CHURCH	1038	
60	ALLBRITTEN	3848	
15	WILSON	2818	
161	WILSON	1459	
4800	STARKS	15065	
4825	FARRIS	23665	
4984	HUMPHREY	996	
5031	WILSON	2706	
	WILSON BARN (NEW)	182339	

	CHERRY CORNER	PREVIOUS	NEW
84	GOOD SEHPHARD	918	
86	CHANNON	2981	
87	CUNNINGHAM	1135	
341	JOHNSON	3392	
11	PAWSON	3107	
547	KELLEN	1884	
558	CHADWICK	1803	
850	CHERRY CORNER CHURCH	4902	
994	HICKS	7360	
1074	LADD	4053	
1340	FUTRELL	14056	

	HICKS CEMETERY RD	PREVIOUS	NEW
451	BRANDON	510	
240	PARR	1568	
207	ROBERTS	12241	
100	MCCUISTON	4318	
144	REUTER	2915	
98	COLEMAN	16472	

	BACK DOWN 121 S	PREVIOUS	NEW
6052	LUFFMAN	2384	
5977	BLAKE	6390	
70	WILLIAMS	1996	
122	COLSON	693	
200	RANDOPH	998	
280	ASHCRAFT	6928	
345	PARKER	7614	OFF
267	HOBBS	7027	
5625	LUSK	2206	
5586	FERGASON	6421	
99	DUFF	16924	
5483	BATES	6589	
5353	ROYAL	936	
537	PITTMAN	1273	
5373	HELD	1557	
5404	OVERBY	11240	
5370	STEPHENS	6451	
5342	DRIVER	17904	
5328	RUST	13630	
5304	HEROD	14085	
5270	BRUMLEY	16488	
5240	PITTMAN	5157	
5327	MIKULCIK	5808	

	NEW PROVIDENCE RD	PREVIOUS	NEW
141	MCCAGE	1137	
161	MOYER	11520	
201	HARRIS	535	SHE READS IT
265	CARTER	207	
317	HARRIS	45202	
361	RAY	238	
401	SMITH	2289	
486	FRITZ	2127	

ATTACHMENT 8

PENDING LEGAL ACTIONS

There are no known legal actions pending either for or against Murray Water District #2.

FINANCIAL REPORTING REQUIREMENTS

Murray Water District #2 is in compliance with the Special Purpose Government Entities reporting and is on file with the Ky. Department for Local Government as shown on the attached listing.

OFFICE OF THE GOVERNOR COMMONWEALTH OF KENTUCKY

DEPARTMENT FOR LOCAL GOVERNMENT



Special Purpose Government Entities (SPGEs)

If your SPGE is listed below, click on the button beside it that says "THIS IS ME". If you do not see your SPGE on this list, that means your SPGE is not currently registered with DLG. You will need to contact DLG at 800-346-5606 and ask to speak to a Local Government Advisor to register your SPGE. After you have completed registration, you may submit your financials.

[Change Search Criteria](#)

County: Calloway

NAME	FORM TYPE	
Calloway County Conservation District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Calloway County Extension District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Calloway County Fire Taxing District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Calloway County Health Department	SPGE Non-Enterprise - Without Taxing Authority	THIS IS ME
Calloway County Library District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Calloway County Mental Health--- Four Rivers	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME

Calloway County Public Health Taxing District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Dexter Almo Heights Water District	SPGE Enterprise - Water District - Calendar Yr Entity	THIS IS ME
East Fork Clark's River Floodplain District	SPGE Non-Enterprise - With Taxing Authority	THIS IS ME
Murray Calloway Transit Authority	SPGE Non-Enterprise - Without Taxing Authority	THIS IS ME
Murray Electric Plant Board	Municipal Utility (Fed Reg) W/ Components	THIS IS ME
Murray Housing Authority	SPGE Housing Authority	THIS IS ME
Murray Water District #2	SPGE Enterprise - Water District - Calendar Yr Entity	THIS IS ME
Murray-Calloway County Air Board	SPGE Non-Enterprise - Without Taxing Authority	THIS IS ME
Murray-Calloway Industrial Authority	SPGE Non-Enterprise - Without Taxing Authority	THIS IS ME
South 641 Water District	SPGE Enterprise - Water District - Calendar Yr Entity	THIS IS ME

ATTACHMENT 10

RESOLUTION 2019 -010

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF MURRAY, KENTUCKY TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO COMPLETE MURRAY'S ACQUISITION OF THE **WD#2** WATER SYSTEM.

WHEREAS, the Public Works Committee met on October 24, 2019 to discuss the City's acquisition of the **WD#2** Water System;

WHEREAS, the City of Murray has agreed to acquire the assets of **WD2** pursuant to an Asset Purchase Agreement, which is attached and incorporated by reference as if fully stated herein.

WHEREAS, **WD#2** has agreed to convey to the City of Murray all assets owned by **WD#2**, pursuant to the Asset Purchase Agreement referenced above.

NOW THEREFORE, Be it hereby resolved, that the Murray City Council does hereby authorize the Mayor of the City of Murray, Kentucky to execute any and all necessary documents to further the transfer of all assets of **WD#2** to the City of Murray, Kentucky, including, but not limited to, the Joint Application and the Asset Purchase Agreement referenced above.


ADOPTED by the City Council on this the 24th day of October, 2019.

CITY OF MURRAY, KENTUCKY



Bob Rogers, MAYOR

ATTEST:



City Clerk

WATER RATE SCHEDULE/OUTSIDE CITY CUSTOMERS	
Gallons Per Month	Rate Per 1,000 Gallons (Prior to 07/15/2015 Rate Change)
Minimum rate	\$12.76
For the first 2,000	\$6.38
For the next 4,000	\$3.59
For the next 4,000	\$3.03
For the next 50,000	\$2.50
All over 60,000	\$2.33

WATER RATE SCHEDULE/OUTSIDE CITY CUSTOMERS							
Gallons Per Month	Rates per Thousand Gallons 7/1/15 through 12/31/15	Rates per Thousand Gallons 1/1/16 through 6/30/16	Rates per Thousand Gallons 7/1/16 through 12/31/16	Rates per Thousand Gallons 1/1/17 through 6/30/17	Rates per Thousand Gallons 7/1/17 through 12/31/17	Rates per Thousand Gallons 1/1/18 through 6/30/18	Rates per Thousand Gallons 7/1/18
Minimum Rate (2,000 gal.)	\$14.04	\$15.44	\$16.28	\$17.20	\$18.21	\$19.32	\$20.54
For the first 2,000 gallons	\$7.02	\$7.72	\$8.14	\$8.60	\$9.11	\$9.67	\$10.28
For the next 4,000 gallons	\$3.95	\$4.35	\$4.58	\$4.84	\$5.12	\$5.43	\$5.77
For the next 4,000 gallons	\$3.33	\$3.66	\$3.86	\$4.08	\$4.32	\$4.58	\$4.87
For the next 50,000 gallons	\$2.75	\$3.03	\$3.19	\$3.37	\$3.57	\$3.79	\$4.03
All over 60,000 gallons	\$2.56	\$2.82	\$2.97	\$3.14	\$3.33	\$3.53	\$3.75

**TO ALL CUSTOMERS OF MURRAY #2 WATER DISTRICT
JUNE 2019**

The Water Board of Murray #2 Water District has been in negotiations with the City of Murray, whom we purchase our water from, for the last three years to transfer the water district ownership and operation over to the City of Murray. Due to ever changing rules, regulations and restrictions, it is becoming very difficult for small districts like Murray #2 to remain in existence and operate properly and efficiently. Since the City of Murray is our water supplier and does our maintenance, we felt it most feasible and more sensible to turn the district over to them. This letter is to inform all of our customers of this transition in advance. We are hopeful that this transition will take place sometime during 2019; however, we aren't certain of a date as of yet since approval is required by the Kentucky Public Service Commission.

Once this transition is completed and the City of Murray is in operation of Murray #2 Water District, the water rates will increase to the same rates that the City of Murray charges all its "outside the city" customers. Those rates are as follows:

First 2000 gal (minimum bill)	\$20.54 per month
Next 4000 gal	\$5.77 per 1000 gal used
Next 4000 gal	\$4.87 per 1000 gal used
Next 50,000 gal	\$4.03 per 1000 gal used
All over 60,000 gal	\$3.75 per 1000 gal used

The current rate for Murray #2 for a 2000 gal water bill is \$11.67; the City of Murray rate for an "outside the city" customer for a 2000 gal water bill is \$20.54. The increase on a 2000 gal water bill is approximately \$9.00 per month plus applicable state and local taxes.

Again the purpose of this letter is to inform the customers of Murray #2 Water District well in advance of this rate increase and transfer. If you have any questions, please call Marty Futrell, Chairman at (270) 293-2828.

Thank you, 6-13-19



Marty Futrell, Chairman
Murray #2 Water District