

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, January 8, 2019 at 8AM at the Water District Office.

Board members present:	Others present:	
Charles Murphy	Elaina Bond	Mike Henson
Chris Sutton	Dixie Cayce	Scott Wright
Don Robertson	Jeff Fowler	

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – Jeff Fowler, New Magistrate

**Motion to approve the December minutes. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Water Issues:**

Gerald Jennings 2609 St Rt 274 – Scott and JJ done a line locate close to Mr. Jennings house. They discovered his pressure regulator was leaking prior to starting their work. Mr. Jennings was not home at the time but they told the neighbors what they found. Later that afternoon when they saw Mr. Jennings, they told him and he said he knew. Two weeks later he came to the water department complaining that the district caused the problem. Ryan told him to come to the meeting. He did not show. The board was in agreement that there is nothing for them to do. It was not their fault.

**Sewer Issues:**

None.

Mike gave an update on looking towards new projects.

Elaina gave a report on the December financials.

**Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

**Charles made a motion to approve the 2019 budget based on Elaina's suggestions, Chris seconded. Motion passed unanimously.**

**Chris made a motion to approve the budget amendments based on Elaina's suggestions. Charles seconded. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Old Business:**

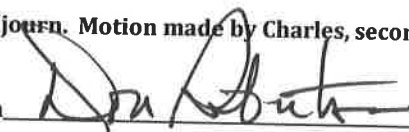
Mini Excavator refinancing – **Chris made a motion to have Elaina check on refinancing at Farmers & Fredonia because BB&T is dragging their feet and to just go with the best deal. Seconded by Charles. Motion passed unanimously.**

The board is also discussing about changing banks They are going to send a letter to all local banks to see what each can offer.

New Business: CPA – **Chris Made a motion to approve Jessica Daniel to do the audit for 2018 Seconded by Charles. Motion passed unanimously.**

**Motion to adjourn. Motion made by Charles, second by Chris. Motion passed.**

Sign



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Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Jan. 8, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual : Gerald Jennings 2609 ST. Rt. 274
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Credit Card Processing
- XIII. New Business
  - A. CPA
  - B.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
Jan. 8, 2019

Leaks:

Grey Farm, Spring Hill, Chelsea Dr., J.D. Dr., Dogwood DR.

Seasonal Flushing:

We are still flushing.

Tank Inspection:

No date has been set.



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Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2018

MONTH	WATER LOSS %
JANUARY	29.2
FEBRUARY	21.4
MARCH	18.4
APRIL	16.0
MAY	8.0
JUNE	13.4
JULY	13.3
AUGUST	12.9
SEPTEMBER	13.5
OCTOBER	13.8
NOVEMBER	19.6
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>16.2</b>

The highest water loss was #DIV/0! and occurred in the month of #DIV/0!

The lowest water loss was #DIV/0! and occurred in the month of #DIV/0!

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

**JESSICA K. DANIEL, CPA PSC**  
CERTIFIED PUBLIC ACCOUNTANT

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January 3, 2019

Mr. Dixie Cayce  
Lyon County Water District  
PO Box 489  
5464 US Highway 62 West  
Kuttawa, KY 42055

We are pleased to confirm our understanding of the services we are to provide the Lyon County Water District primary government for the year ended December 31, 2018. We will audit the financial statements of the Lyon County Water District's primary government as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Lyon County Water District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Lyon County Water District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Proportionate Share of the Net Pension Liability
4. Schedule of the Pension Contributions
5. Schedule of Changes in Pension Benefits and Assumptions
6. Schedule of Proportionate Share of the Net OPEB Liability
7. Schedule of OPEB Contributions
8. Schedule of Changes in OPEB Benefits and Assumptions

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Lyon County Water District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Lyon County Water District's financial statements. Our report will be addressed to the Board of Commissioners of the Lyon County Water District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If,

for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Lyon County Water District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts or other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Lyon County Water District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Lyon County Water District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for all accuracy and completeness of that information. You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include knowledge to us in the representation letter that 1) you are responsible for presentation of the supplementary information in accordance with GAAP; 2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) that the methods of measurements or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

#### **Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal



information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Lyon County Water District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jessica K Daniel, CPA PSC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Lyon County Water District or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jessica K Daniel, CPA PSC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Lyon County Water District. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 20, 2019, and to issue our reports no later than May 31, 2019, pending the availability of Kentucky Retirement System reports necessary for GASB 68 and 75 adjustments. Jessica K Daniel, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$4,250. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. This agreement may be terminated by either party. Our engagement will be deemed to have been completed upon written notification of termination. Written notification must be received at least 30 days in advance of the expected audit start date proposed above. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Lyon County Water District and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jessica K Daniel, CPA PSC

RESPONSE:

This letter correctly sets forth the understanding of the Lyon County Water District.

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, February 12, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Elaina Bond  
Dixie Cayce  
Marvin Wilson

Mike Henson  
Shawn Washer

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present - None

**Motion to approve the January minutes. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

**Water Issues:**

None

**Sewer Issues:**

None.

Mike gave an update: He has been in contact with the PADD office to see where we rank on the next KIA project. The district is now in ownership of the last project with repairs and maintenance.

Elaina gave a report on the January financials.

**Chris motioned to approve financial report, seconded by Charles. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

Old Business:

Mini Excavator refinancing has been completed.

Dixie informed the District that they are now in compliance with the Division of Water.

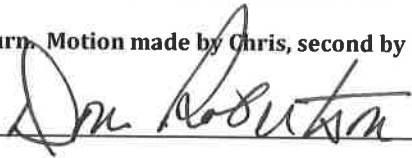
New Business:

The District is talking about buying into the Eddyville Water Plant. This has been on the table before but never worked out. They are now bringing it back to the table. Don is going to talk with Wade White to organize a meeting with all parties involved.

The roof is leaking. Dixie has contacted Petitt and Jeremy Dunstin. If it turns out to be a bigger project than just simple repair work, more than \$500, the district will bid it out.

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign



\_\_\_\_\_

Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Feb. 12, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A.
- XIII. New Business
  - A.
  - B.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
Feb. 12, 2019

Leaks:

Drydan Creek, Hwy 274(2), Top Side Dr, Saratoga Hgts, 810S, Palisades Hills

Seasonal Flushing:

We are still flushing.

Tank Inspection:

No date has been set.

Leak Report 2018:

We had 52 leaks in 2018.

\*5 major leaks since Jan 7, 2019



Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2018

MONTH	WATER LOSS %
JANUARY	29.2
FEBRUARY	21.4
MARCH	18.4
APRIL	16.0
MAY	8.0
JUNE	13.4
JULY	13.3
AUGUST	12.9
SEPTEMBER	13.5
OCTOBER	13.8
NOVEMBER	19.6
DECEMBER	19.3
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>16.4</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, March 12, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Elaina Bond                      Mike Henson  
Dixie Cayce  
Marvin Wilson

Meeting called to order by Don Robertson. Invocation gave by Marvin Wilson.

Visitor present - None

**Motion to approve the February minutes. Motion by Chris. Seconded by Ch. Motion passed unanimously.**

**Water Issues:**

A customer with a leak adjustment still owes \$746. She has agreed to go into a 4 to 6 month agreement paying a certain amount on the past due and the full current bill. The customer is trying to get help to pay it off before she signs the agreement.

**Sewer Issues:**

None.

Mike mention that there is no new update.

Elaina gave a report on the January financials.

**Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

Old Business:

New Business:

**Chris made a motion, seconded by Charles, to authorize Marvin to work with the city of Kuttawa to draft a letter to Bend of the Rivers to address concerns with their sewer. Motion passed.**

Jason Parrish (Damage Claim) - See Attached. Dixie has submitted it to KACo with photos.

**Charles made a motion, seconded by Chris, to buy a new copier as presented. Motion passed. (See attached)**

Ryan presented info on a new credit card processor. The district wants her to look into this more and get more info.

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign

A handwritten signature in black ink, appearing to read "Don Robertson", is written over a horizontal line. The signature is cursive and somewhat stylized.

Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Mar. 12, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A.
- XIII. New Business
  - A. Jason Parrish (Damage Claim)
  - B. Copier
  - C. Bend or Rivers Lift Station
- XIV. Adjournment

Princeton Water	\$3.058 per 1,000
Kuttawa Water	\$3.00 per 1,000 (proposed)
Eddyville Water	\$3.97 per 1,000
Critt-Liv Water	(1) \$2.84, (2) \$3.09 (3) \$3.34 per 1,000
Barkley Lake Water	\$2.23 per 1,000



Lyon County Water District  
Manager Report  
Feb. 12, 2019

Leaks:

Hwy 62, Palisades Dr, Saratoga Hgts and Suwanee

Seasonal Flushing:

We are still flushing.

Tank Inspection:

No date has been set.

A handwritten signature in black ink, appearing to read "Dixie G. Cayce", written over a horizontal line.

Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	#DIV/0!
MARCH	#DIV/0!
APRIL	#DIV/0!
MAY	#DIV/0!
JUNE	#DIV/0!
JULY	#DIV/0!
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>23.7</b>

The highest water loss was #DIV/0! and occurred in the month of #DIV/0!

The lowest water loss was #DIV/0! and occurred in the month of #DIV/0!

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

Mark Edwards  
Will Kautz  
Dave Bundrick  
David Troutman  
Chuck Tveite  
Aaron C. Harper



222 Walter Jetton Blvd  
Paducah, KY 42003

P.O. Box 1837  
Paducah, KY 42002-1837

Ph: 270-442-9000  
Fx: 270-443-4304

February 26, 2019

Mr. Wade White  
Lyon County Judge Executive  
P. O. Box 598  
Eddyville, KY 42038

RE: Notice of Defect

**SENT VIA CERTIFIED MAIL**

Dear Judge White:

Please let this letter serve as notice pursuant with KRS 411.110 that Jason Parrish received injuries to his back and left knee at approximately 11:30 a.m. on January 30, 2019 at or near 10994 State Route 93 South, Eddyville, KY. The injury occurred when Jason Parrish stepped on a water main that was missing its cover/cap on or near 10994 State Route 93 South. The cap of the water main was missing, and upon stepping in the area on or around the water main, Mr. Parrish fell into the hole injuring his left knee and back. You should also be advised that Mr. Parrish will be claiming damages from the county and Lyon County Water District because of these injuries.

Kindest Regards,

A handwritten signature in black ink, appearing to be 'CT', written over a faint circular stamp.

Chuck Tveite  
Attorney at Law

CT/ah

Based on Kuttawa Rate Increase

LCWD average purchase from Kuttawa Water

Monthly 3,500,000 gallons \$10,500.00  
Yearly 42,000,000 gallons \$126,000.00

LCWD average purchase from Eddyville Water

Monthly 3,500,000 gallons \$13,895.00  
Yearly 42,000,000 gallons \$166,740.00

**Difference**

	<u>Monthly</u>	<u>Yearly</u>
Eddyville	\$13,895.00	\$166,740.00
Kuttawa	-\$10,500.00	-\$126,000.00
	<hr/>	<hr/>
	\$3,395.00	\$40,740.00



Holley Office Products  
 1804 Hwy 68 West  
 P O Box 938  
 Benton, KY 42025  
 Phone (270) 527-5536  
 Fax (270) 527-5638  
 sales@holleyoffice.com  
 http://www.holleyoffice.com

# QUOTE

Quote Date	Quote #	Page
02/20/19	845	1 Of 1

QUOTED FOR LYON COUNTY WATER DISTRICT  
 PO BOX 489  
 KUTTAWA, KY 42055

SHIP TO LYON COUNTY WATER DISTRICT  
 5464 US HWY 62 W  
 KUTTAWA, KY 42055  
 (270) 388-0271

Quantity Ordered	Item Number & Description	Unit Price	Extended Price
1	MX-3050N		
1	MX-3051N	\$5,278.00	\$5,278.00
1	MX-DE25N	\$0.00	\$0.00
1	MX-TU16	\$0.00	\$0.00
1	MX-FX15	\$0.00	\$0.00
	Sharp MX-3051N 30 PPM Black and White 30 PPM Color Network Print ant Scan and Fax Double Sided Copies 2 x 500 Sheet Paper Drawers (Up to 11x17)  Price Includes Setup and Delivery and old copier in trade. We will work with your network people and setup on all computers in office. Lease Price 2yr \$1 Buyout(end of lease machine is yours for \$1) \$262.00 <del>\$6288</del> Service Contract 30.00 a month for first 3,000 Black and White and .01 for any overage. Color billed at .055 per copy.  Gary Meyer 270-527-5536		
Sales tax, freight, and similar charges will be added, if applicable.		<b>Total</b>	<b>\$5,278.00</b>

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, April 9, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Elaina Bond  
Dixie Cayce  
Marvin Wilson

Mike Henson  
Mark Riley  
Jimmy Campbell

Mr. Cedarhome  
Mr. Brandon

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – Mr. Cedarhome and Mr. Brandon from Bend of the Rivers, Jimmy Campbell, Mark Riley

**Motion to approve the March minutes. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

**Water Issues:**

None

**Sewer Issues:**

None.

No new update on Infrastructure Improvements.

Elaina gave a report on the March financials.

**Chris motioned to approve financial report, seconded by Charles. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

Old Business:

Bend of the Rivers: Mr. Cedarhome & Mr. Brandon stated they know there is an issue but they need to fix a water leak first before they can fix the sewer issue. They are working on it. The district wants Dixie & Mark Riley to go with them to point out the issues they know with suggestions on how to fix them. They all agreed to so and to come back next month for a report.

Iron Hill Sewer is wanting to add more units.

New Business:

Credit Card Processing: See Attached. **Chris made a motion to enter a contract with next bill pay to determine what security they have in place for credit card processing. Seconded by Charles. Motion passed unanimously.**

Jimmy Campbell brought up about running a new line for Kuttawa to tie into for Lyon County Water to supply them if needed. A meeting is set up April 15<sup>th</sup> at 1:00 pm to discuss details for this project.

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign



Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am April 9, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Bend of Rivers Sewer
  - B. Iron Hill Sewer
- XIII. New Business
  - A. Credit Card
  - B.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
April 9, 2019

Leaks:

Hwy 1943, Dustin, Hopewell, Joe Peek, Bayview

Seasonal Flushing:

We are still flushing.

Tank Inspection:

No date has been set.



Dixie G. Cayce



# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	#DIV/0!
APRIL	#DIV/0!
MAY	#DIV/0!
JUNE	#DIV/0!
JULY	#DIV/0!
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>24.9</b>

The highest water loss was  and occurred in the month of

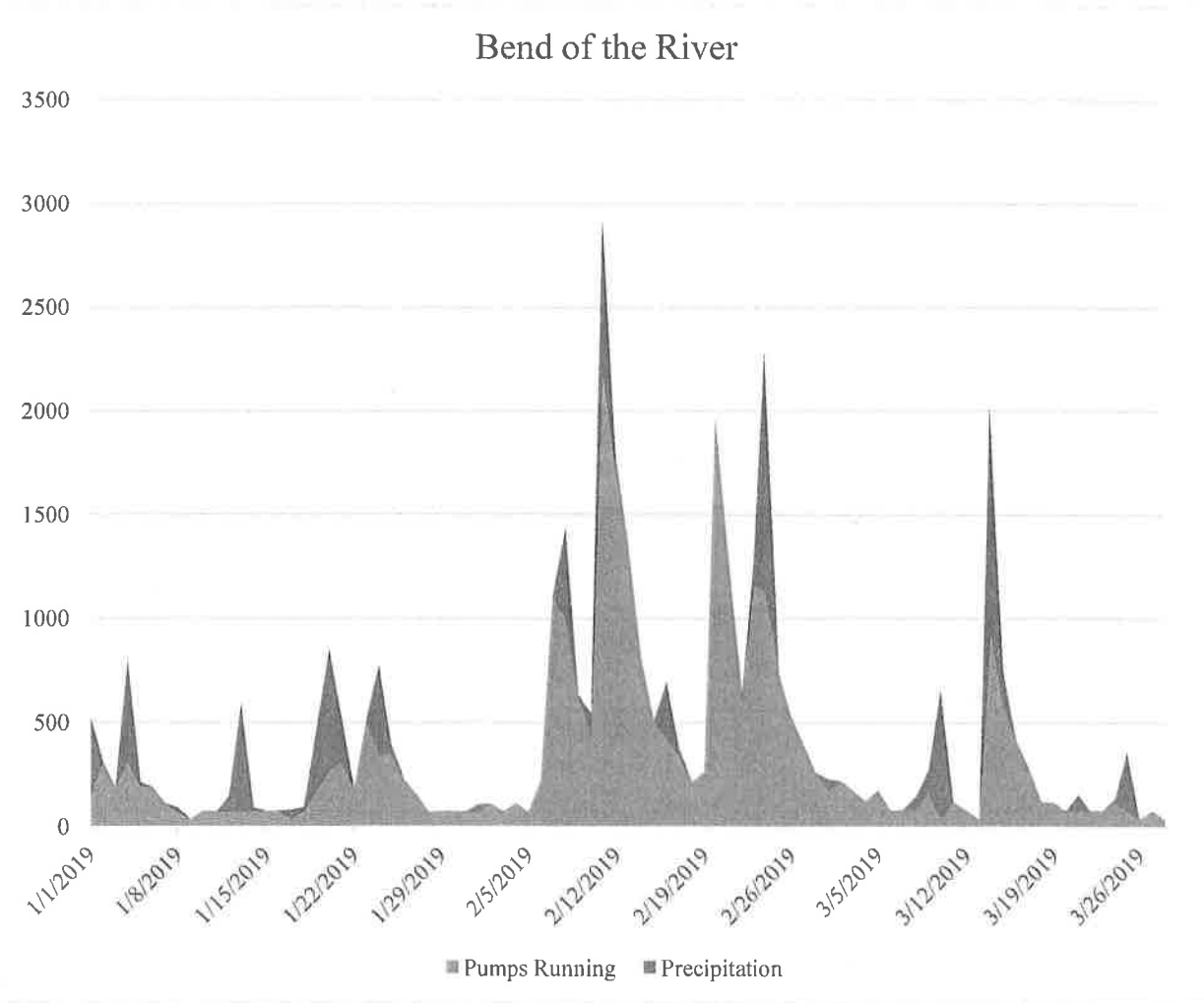
The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

The information presented was gathered from historical climate data provided by the National Weather Service [1]. The raw data can be accessed at [National Oceanic and Atmospheric Administration's Climate Data Online Search](#). The data requested was selected for the date range beginning 01/01/2019 through 3/28/2019 for the Lyon County region. The precipitation amount is scaled for reference; data are provided in table format in Appendix A.

The figure below illustrates a positive correlation between rainfall amounts and pump runtimes: when rain is heavier, pumps run longer.



Work Cited

- 1 National Centers for Environmental Information. *Climate Data Online Search Database*, National Oceanic and Atmospheric Administration. Accessed 8 Apr. 2019.  
<https://www.ncdc.noaa.gov/cdo-web/search>

Appendix A

Date	Pumps Running	Precipitation
1/1/2019	277	0.83
1/1/2019	158	0.72
1/2/2019	316	0
1/3/2019	191	0
1/4/2019	319	0.96
1/5/2019	201	0.03
1/6/2019	191	0
1/7/2019	114	0
1/8/2019	76	0.04
1/9/2019	37	0
1/10/2019	78	0
1/11/2019	75	0
1/12/2019	75	0.15
1/13/2019	75	1.03
1/14/2019	80	0.03
1/15/2019	77	0
1/16/2019	78	0
1/17/2019	39	0.09
1/18/2019	77	0.04
1/20/2019	271	1.16
1/21/2019	319	0.43
1/22/2019	190	0
1/23/2019	515	0
1/24/2019	346	0.86
1/25/2019	351	0.1
1/26/2019	233	0
1/27/2019	159	0
1/28/2019	74	0
1/29/2019	77	0
1/30/2019	77	0
1/31/2019	77	0
2/1/2019	76	0.07
2/2/2019	114	0
2/3/2019	79	0
2/4/2019	116	--
2/5/2019	75	--

**Rick's ELECTRIC**  
Control Systems & Design **INCORPORATED**

2/6/2019	233	--
2/7/2019	1112	--
2/8/2019	1006	0.86
2/9/2019	638	0
2/10/2019	441	0.21
2/11/2019	2201	1.48
2/12/2019	1738	0.12
2/13/2019	1361	--
2/14/2019	817	--
2/15/2019	513	0
2/16/2019	424	0.55
2/17/2019	344	0.07
2/18/2019	219	--
2/19/2019	271	--
2/20/2019	1958	--
2/22/2019	623	0.05
2/23/2019	1168	0.21
2/24/2019	1134	2.29
2/25/2019	740	--
2/26/2019	540	--
2/27/2019	404	0
2/28/2019	264	0
3/1/2019	176	0.11
3/2/2019	225	--
3/4/2019	129	--
3/5/2019	180	--
3/6/2019	81	--
3/7/2019	87	--
3/8/2019	88	0.12
3/9/2019	171	0.21
3/10/2019	40	1.23
3/11/2019	124	--
3/12/2019	82	--
3/13/2019	39	--
3/14/2019	947	2.13
3/15/2019	584	0.34
3/16/2019	417	0
3/17/2019	283	0
3/18/2019	123	--

**Rick's** **ELECTRIC**  
Control Systems & Design **INCORPORATED**

3/19/2019	120	
3/20/2019	81	
3/21/2019	77	0.16
3/22/2019	81	0
3/23/2019	82	0
3/24/2019	119	0.04
3/25/2019	80	0.56
3/26/2019	41	
3/27/2019	80	
3/28/2019	40	

Lyon County Water District  
P.O. Box 489  
5464 U.S. Hwy 62 West  
Kuttawa, KY 42055  
270-388-0271

March 28, 2019

Bend of the Rivers Condominium Association  
328 Champion Hills Road  
Kuttawa, Ky. 42055

**RE: Wastewater system infiltration**

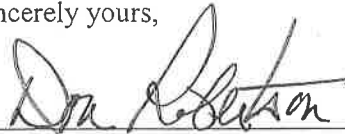
Dear Ladies and Gentlemen:

On numerous occasions we have discussed with you, our concern over excessive rainwater infiltration into the wastewater system at Bend of The Rivers. The excessive infiltration causes the wastewater pumps to run non-stop, shortening the anticipated life of the pumps and greatly increasing the cost for electricity to operate them. The large volume dramatically increases treatment costs and effectiveness at the Kuttawa Wastewater Treatment Facility.

Continued unchecked infiltration will require fee increases sufficient to offset the costs of providing the services, as provided for in the agreement between Bend of the Rivers Condominium Association and Lyon County Water District, Sewer Department.

Please communicate to us your plans to address this matter.

Sincerely yours,



Don Robertson, Chairman, Lyon County  
Water District, Sewer Department



James C. Campbell, Mayor  
City of Kuttawa



United Systems & Software, Inc. | www.united-systems.com  
 P.O. Box 547 | 205 Ash Street | Benton, KY 42025  
 Phone: 270.527.3293 | 800.455.3293 | FAX: 270.527.3132

United Systems & Software, Inc. is a technical services firm that specializes in the software development and information technology to utilities and local government. Founded in 1977, we now serve over 600 customers within a thirteen-state region. United Systems is recognized as a Microsoft Certified Partner and an Itron Business Partner; we are proud of our affiliations with these technology leaders.

**Quotation For:**

Lyon County Water District  
 5464 US Hwy 62 West, Kuttawa, KY 42055  
 Ph: (270) 388-0271 ~ Fax: (270) 388-9825  
 Email: [Lyoncountyyw24787@bellsouth.net](mailto:Lyoncountyyw24787@bellsouth.net)

**Pricing valid for 60 days**  
 March 4, 2019

**United Systems' Web Services-** The quotation below details the start-up AND on-going costs associated with a web-based utility bill presentation and online payments. This service will provide your utility customers to access ONLY their information on your web-page 24x7! Customers can make online payments which are then imported into the Alliance UMS system. This will also allow you to automatically calculate the credit card transaction fee and pass it along to the customer as a convenience fee.

**Web Bill Presentment Add-on & Credit Card Processing Add-on for use with Existing Web Site: ††**

Web Bill Presentment Alliance Application & Setup	\$ 1,500.	One-time fee
SSL Certificate (Secure Socket Layer)- 1 Year	\$ 60.	Annual fee
Annual Hosting for Web Bill Presentment Application & Credit Card Payments ~3,000 Accounts	<u>\$ 1,295.</u>	Annual fee
<b>Total Initial Deployment:</b>	<b><u>\$ 2,855.</u></b>	

**Optional- New Basic Web Site & Hosting:**

Basic Website created & hosted by USS	\$ 850.	One-time fee
Annual Hosting for Website	<u>\$ 324.</u>	Annual fee
<b>Total Initial Deployment:</b>	<b><u>\$ 1,174.</u></b>	

† We have included services to integrate a credit card processor into the Web Portal. We recommend these USS partners: Nextbillpay (Chase Elmore 800.639.2435x3010 or 205.292.9655) OR The Neil Group (Robert Mohon 615.846.3000 or 877.977.VISA). Other 3<sup>rd</sup> party companies can be used but they must utilize an Authorize.net gateway. The Remote technical services for CCD setup can vary widely if a Non-USS partner is selected. The Included 4 hours of services could increase to 8-16 hours of service if you use a 3<sup>rd</sup> party processor. USB Card Swipers are typically provided by the merchant account provider.

**General:**

Prices do not include shipping or sales tax (if applicable). This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance. Items are invoiced upon shipment/delivery of goods & services. All related invoices shall be paid on a Net 10 Day basis. All services are to be delivered during USS' standard service window (8AM-4:30PM, Monday thru Friday, excluding USS Holidays).

Agreement Addendum-- Client acknowledges this Agreement Addendum has been read and understood, and agrees to be bound by its terms. Client further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement. This Agreement Addendum shall be effective when signed by both parties. This Agreement Addendum is entered into as of this \_\_\_ day of \_\_\_\_\_, 201\_\_\_. This is an Addendum to the Original Agreement on file.

United Systems & Software, Inc.

Lyon County Water, KY

By/Title: Scott W Smith / Territory Manager

By/Title: \_\_\_\_\_





United Systems & Software, Inc. | www.united-systems.com  
 P.O. Box 547 | 205 Ash Street | Benton, KY 42025  
 Phone: 270.527.3293 | 800.455.3293 | FAX: 270.527.3132

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**Quotation For:**

Lyon County Water District  
 5464 US Hwy 62 West, Kuttawa, KY 42055  
 Ph: (270) 388-0271 ~ Fax: (270) 388-9825  
 Email: [Lyoncountv24787@bellsouth.net](mailto:Lyoncountv24787@bellsouth.net)

**Pricing valid for 60 days**  
 March 5, 2019

**IVR Phone Payment & Inquiry System—**

Automated Intelligent Voice Recognition Customer inquiry & payment solutions.

1	ALLIANCE™ IVR Interface Import/Export† (additional 3 <sup>rd</sup> party setup & per call charges apply) 2 <sup>nd</sup> + Year Annual Maintenance: <u>\$250</u>	\$ 995. ____
1	ALLIANCE™ Remote Technical Services \$175/hr. Hourly Remote Services for Setup & Training Estimated at 6 hours.	\$ 1,050. ____

†This requires an IVR agreement with a 3<sup>rd</sup> party such as Chase Elmore of NexBillPay.

General- All services within these quotations will be delivered remotely via the telephone and/or Internet. Services delivered beyond USS' standard service window (8AM-4:30PM CT, Monday thru Friday, excluding USS Holidays) are subject to upcharge factor of 1.5.

**TERMS & CONDITIONS:**

Both parties agree to the following terms and conditions as they related to the software, hardware and services outlined within this Sales Order:

1. This quotation shall remain firm for sixty (60) days from the date submitted, unless modified in writing by USS prior to USS acceptance.
2. This quotation supersedes all previous quotations, and all previous quotations are null and void.
3. The Client will be billed 50% upon signing this Addendum and the final 50% upon the delivery of products/services.  
Related invoices shall be paid on a 'Net 10 day' basis.
4. Computer hardware, if any, is warranted one-year, unless otherwise noted. Unless on-site warranty is specified, warranty services will be provided on a Return-to-United (RTU) basis with the equipment manufacturer's warranty provisions prevailing.
5. USS shall provide and deliver within 30-90 days. USS shall not be responsible for any delays beyond its control.

Client acknowledges that Client has read this Agreement, understands it, and agrees to be bound by its terms. Client further agrees this is the complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement Addendum.

This Agreement shall be effective when signed by both parties. This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

This is an Addendum to Agreement already on file.

**United Systems & Software, Inc.**

**Lyon County Water**

*Scott W Smith / Territory Manager*

By/Title: \_\_\_\_\_

By/Title: \_\_\_\_\_



# Request for Proposal For Credit Card Processing Services

Prepared For: Lyon County Water District

Description: Integrated Credit Card Processing Services

Software Vendor: *United Systems & Software*

Nexbillpay  
2416 Greensprings Hwy  
Birmingham, Alabama 35209  
Tel: 800-639-2435 Fax: 205-290-0450  
[www.nexbillpay.com](http://www.nexbillpay.com)



March 4, 2019

Lyon County Water District  
5464 US Hwy 62W  
Kuttawa, KY 42055

Ryan,

It is Nexbillpay's intention to provide you with the bottom line results that you demand along with the quality of service you expect. Additionally, Nexbillpay provides customized reporting that automatically gives your staff the tools needed in managing your payments 24 hours a day, 7 days a week in real time.

Nexbillpay is an Alabama company with its main office located in Birmingham, AL. Since starting the Municipal Division in 2009, Nexbillpay has been providing payment processing services for municipalities and utilities of all sizes.

Nexbillpay will utilize a full spectrum of options to help the Lyon County Water District meet their business needs and goals. Advanced technology allows us to offer cloud-based bill presentment with credit card payment options for the utility and the consumer. Our platform is built to adapt to all third party billing applications using the Nexbillpay Web Service API. This will enable billing software providers to access payment data in real-time increasing their software functionality and services. Nexbillpay has a large customer base, including more than 600 current municipality and utility accounts.

We are eager to prove the many ways that Nexbillpay can help your municipality control cost well into the future. Thank you again for your interest in Nexbillpay and for the opportunity to do business with the Lyon County Water District.

Sincerely,

*Chase Elmore*

Chase Elmore  
Vice President  
2416 Greensprings Hwy.  
Birmingham, AL 35209  
1-800-639-2435 ext. 3010 Fax: 205-290-0450  
[celmore@nexcheck.com](mailto:celmore@nexcheck.com)



**1.0 Nexbillpay API/Bill Presentment**

The Nexbillpay/US bill payment platform will give your customers access to their accounts via internet and make secure payments with credit/debit cards and electronic check/funds transfer 24/7. The system also allows customers to make automated phone payments and receive alert notifications if desired 24/7.

**2.0 Nexbillpay set up cost:**

Online Bill Presentment and payment platform	\$0.00
Point of Sale/Virtual Terminal/Counter Receipts	\$0.00
IVR Automated Phone Payment System	\$0.00

**3.0 Custom Website Design (Optional)**

Set Up Fee	\$199.00
Annual Maintenance Fee	\$399.99
<a href="http://www.lyoncountywater.com">www.lyoncountywater.com</a>	



**I. Proposed Fee Schedule – EBPP (Online) Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$300.00</b>
<i>Fee</i>	<b>\$2.20</b>
Credit/Debit Card	<b>\$300.01 - \$5,000.00</b>
<i>Fee</i>	<b>2.75%</b>

**II. Proposed Fee Schedule – POS \ V-Terminal Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$300.00</b>
<i>Fee</i>	<b>\$2.20</b>
Credit/Debit Card	<b>\$300.01 - \$5,000.00</b>
<i>Fee</i>	<b>2.75%</b>

**III. Proposed Fee Schedule – IVR (Pay by Phone) Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$300.00</b>
<i>Fee</i>	<b>\$2.20</b>
Credit/Debit Card	<b>\$300.01 - \$5,000.00</b>
<i>Fee</i>	<b>2.75%</b>

*Funding*

*Nexbillpay will deposit funding into all designated bank accounts for each department within 24-48 hours after each successful settlement.*



Above Order Accepted and Approved By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign, date and or fax proposal to 205-290-0450 or email to [celmore@nexcheck.com](mailto:celmore@nexcheck.com)

Nexbillpay, LLC

By/Title: Chase Elmore/Vice President



2416 Greensprings Highway  
Birmingham, AL 35209  
800.639.2435 **PHONE** 205.290.0450 **FAX**

[WWW.NEXBILLPAY.COM](http://WWW.NEXBILLPAY.COM)

Client: Lyon County Water District

Project/Date: March 4, 2019

**Nexbillpay Alert:**

Service	Cost
NEXBILLPAY ALERT Per SMS Text	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Outbound Call	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Email Sent	\$0.00/USER UNLIMITED
NEXBILLPAY ALERT Setup Fee	WAIVED
NEXBILLPAY ALERT Monthly Fee	WAIVED

Above Order Accepted and Approved By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign, date and or fax PO to 205-290-0450 or email to [celmore@nexcheck.com](mailto:celmore@nexcheck.com)

Chase Elmore/VP



Lyon County Water District

Executive Summary

Secure Email Hosting

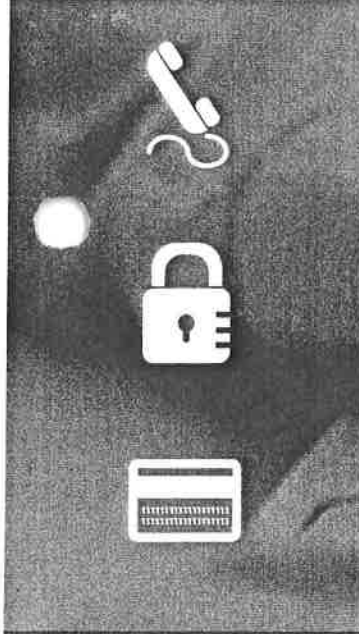
Service	Cost	
Set Up Fee	\$0.00	
Monthly Fee	\$8.99 each	
Quantity	6	
Hourly Support	\$50.00 \ hour	
Est. Project Time	3 – 5 hours labor	
Total Monthly Cost:		\$53.94

Labor cost will be billed upon project completion. This summary is valid for 30 days.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_





100% PCI-Compliant Payments

nexbillpay®

# IVR TELEPHONE PAYMENTS

Cost Reducing Payment Solution



*cost reduction with phone*

Account Balance Lookup



*speed up*

Improved Customer Satisfaction



Automated Billing Integration



Our IVR Phone Payment System automates your billing process and accepts immediate payments over the phone. Payments are 100% PCI Compliant and eliminate the security burden on billing software companies and utilities.

Notification systems designed for utilities.

# B.O.I.L.

Broadcast Outage Instant Link

## NOTICES

*10¢ each @ all*

- Boil Water Notices
- Water Main Breaks
- Disruptions/Outages
- Bill Reminders

*Need IVR*

## EMERGENCIES

- Severe Weather
- Health Risks
- Hazards
- Environmental Disasters

During disasters and critical events such as water main breaks, flooding, and power outages, utilities are required to notify affected customers in a timely manner.

Nexbillpay IVR Notification Systems help turn these events into an opportunity to demonstrate commitment to service, by proactively communicating with customers and providing them with critical information in a matter of minutes through voice, text, and email.



TEXT



EMAIL



VOICE

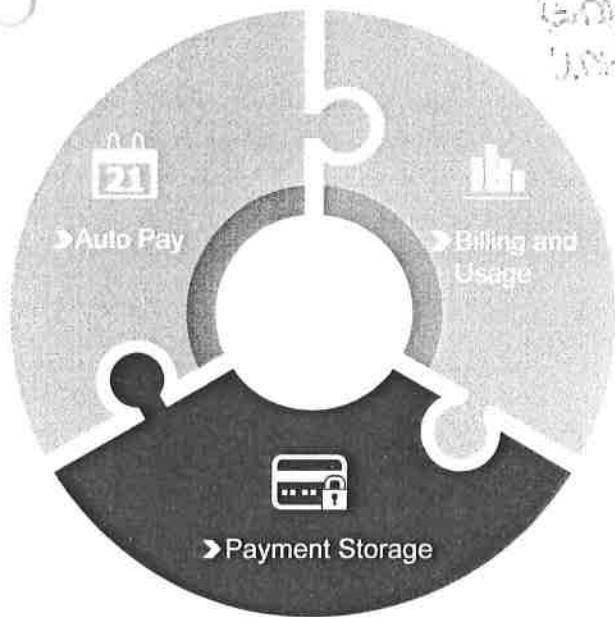
# nexbillpay®



nexbillpay

Give your customers the latest in bill presentment technology.

# ELECTRONIC BILL PRESENTMENT



End User Journey (Bill Presentment)



Customers can securely login, see account information, transaction history, usage and view their current balance. All major credit cards and e-checks are accepted. Our payment portal is also PCI Compliant giving you the highest level of security in the world.



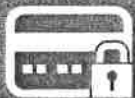
Real-Time Payments



Transaction History



Print Bill Option

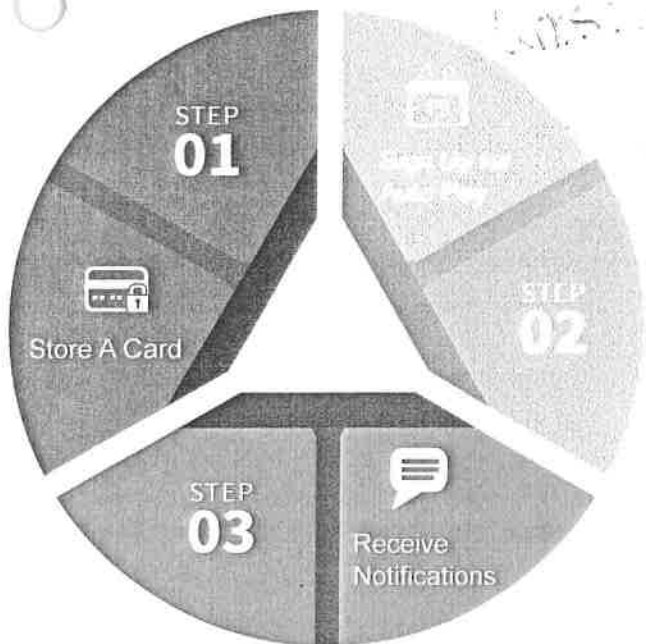


nexbillpay



Tokenized Payments Made Simple

AUTO PAY



Auto Pay: automatic bill payments



One of the best features of Auto Pay is that the utility selects the payment date, not the customer. This allows more control over billing cycles and allows billing to run much smoother.



Flexible Options



Security



Linked Accounts



nexbillpay

No cost Point-of-Sales Payments now with EMV!

# POINT OF SALE PAYMENTS

Counter Receipt  
Integration



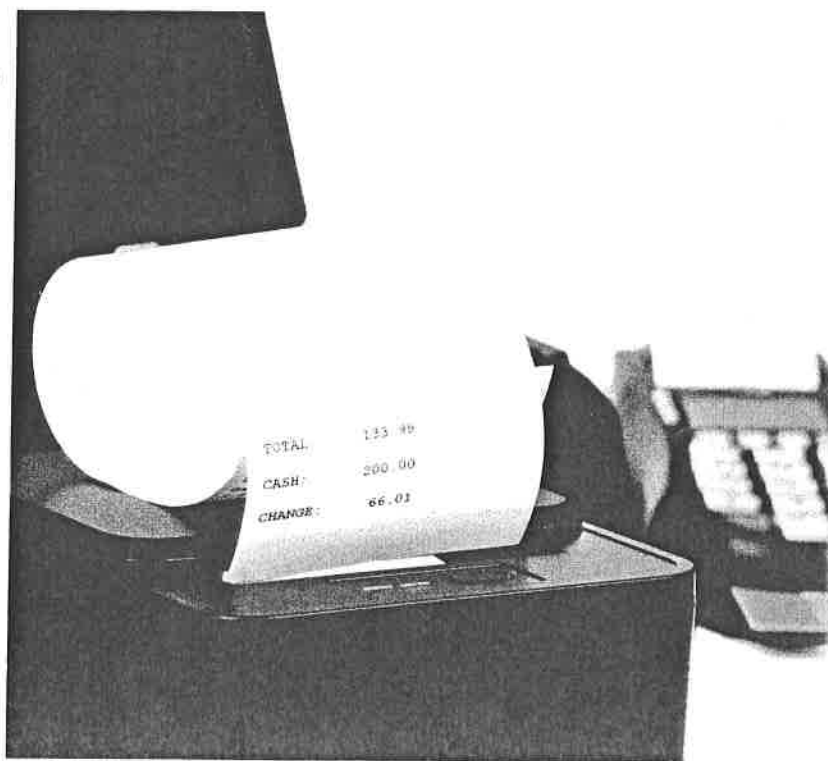
PCI Compliant



No Cost to Utility



EMV Security



Our Point-of-Sale payment solution is designed to eliminate the costs associated with accepting credit cards in the office.



nexbillpay.

Easy Access Control Panel

# WEBSITE DESIGN



*\$1900 Setup*  
*\$3900 Annual*



A professional website keeps customers in touch with your services. You will have the ability to share the latest rates, water usage tips and water topics as well as handle On-line bill payments.

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, May 14, 2019 at 8AM at the Water District Office.

Board members present:  
Charles Murphy  
Chris Sutton  
Don Robertson

Others present:  
Elaina Bond  
Dixie Cayce  
Marvin Wilson

Ryan Martin  
Billy Joe Boitnott

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – Billy Joe Boitnott

**Motion to approve the April minutes. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Water Issues:**  
None

**Sewer Issues:**  
None.

No new update on Infrastructure Improvements.

Elaina gave a report on the April financials.

**Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

Managers' Report: (See Attached)

Dixie mentioned that Tinsley Creek has become a problem. He said the lines need to be replaced.

**Motion to approve managers' report. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

Old Business:

Bend of the Rivers: Dixie and Mark went and met with Mr. Brandon and Mr. Cedarhome. He said they were satisfied with their meeting and visit.

Ryan reported back on the credit card processing. **Chris made a motion to approve the contract with Nexbill Pay after Marvin reviews it. Charles seconded. Motion passed unanimously.**

New Business:

Lawn Care: Billy Joe explained his bid (See Attached) He mows two times a month and sprays the fence row.

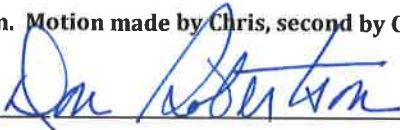
**Charles made a motion to accept Billy Joe's bid on mowing. Chris seconded. Motion passed unanimously.**

Health Insurance Renewal: Dixie presented the health insurance renewal. There was a decrease in the premiums by 3.29% with coverage staying the same.

**Charles made a motion to accept the renewal to the health insurance. Don seconded. Chis sustained. Motion passed.**

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign \_\_\_\_\_



CPA

Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am May 14, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Bend of Rivers Sewer
  - B. Credit Card
- XIII. New Business
  - A. Lawn Service
  - B.
- XIV. Adjournment



Lyon County Water District  
Manager Report  
May 14, 2019

Leaks:

Tinsley Cr., Canary, 810N., Arrowhead, Buckberry Trail , 1943

Seasonal Flushing:

We are still flushing.

Tank Inspection:

July 16, 2019.

A handwritten signature in blue ink, appearing to read "Dixie G. Cayce", is written over a horizontal line.

Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	#DIV/0!
MAY	#DIV/0!
JUNE	#DIV/0!
JULY	#DIV/0!
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>23.4</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%



## MASTER SERVICES AGREEMENT

Customer: Lyon County Water District

Customer Address: 5464 US Hwy 62 West, Kuttawa, KY 42055

Contact for Notices to Customer: \_\_\_\_\_

Customer Phone/Fax/Email 270-388-0271/ \_\_\_\_\_ / \_\_\_\_\_

This Master Services Agreement ("Master Agreement") is entered into as of \_\_\_\_\_ 2019, by and between the Customer ("Customer") identified above and Nexbillpay, LLC DBA: Nexbillpay an Alabama Corporation ("Nexbillpay").

WHEREAS Nexbillpay desires to provide and the Client desires to receive electronic bill payment services to utilities, municipalities and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below.

Schedule A: Nexbillpay Service Fee Schedule

### GENERAL TERMS AND CONDITIONS

#### Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context indicates otherwise.

- 1.1 "Agreement" or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Nexbillpay to be the exclusive provider of services, stated herein, to the Customer
- 1.2 "User" shall mean the users of the Customer's services
- 1.3 "Effective Date" shall be the last date upon which the parties signed the Agreement. The Agreement will not be effective against any party until the said date
- 1.4 "Launch Date" shall be the date on which Customer launched this services to the Users
- 1.5 "Payment" shall mean Users to make payments to Customer's services or Customer's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Customer.
- 1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement
- 1.8 "Nexbillpay Authorized Processor" shall mean a Nexbillpay authorized merchant account provider and payment processing gateway
- 1.9 "Reversed or Charged-back Transaction" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity
- 1.10 "Average Bill Amount" shall mean the total amount of Payments collected through the Nexbillpay system in a given month divided by the number of the Payments for the same month

## 2 Description of Services to be performed

### 2.1 Scope of Services



Nexbillpay shall provide Users the opportunity to make Payment by Electronic check, Credit Cards and other payment methods as deemed necessary by Nexbillpay. Payments may be made by Interactive Telephone Voice Response System ("IVR") \_\_\_\_\_ secure Internet interface provided at the Nexbillpay web site or other websites part of Nexbillpays' Payment network ("Webportal") , stand-alone point of sale ("VTerminal") , collectively referred to as the ("System"), Point of Sale Credit Card Processing ("POS") \_\_\_\_\_ Website Design and Hosting (Website) \_\_\_\_\_.

Nexbillpay shall, on behalf of the Customer, collect and process Payments from Users using Visa, MasterCard, Debit Cards or eChecks ("herein after referred to as 'Card'").

## 2.2 Professionalism

Nexbillpay shall perform in a professional manner all Services required to be performed under this Agreement.

## 3 Compensation

### 3.1 Nexbillpay Service Fees – Web - Online

System will charge each User a service fee for each transaction processed (hereinafter called as "Nexbillpay Services Fees"). Such Nexbillpay Service Fees Are listed on Schedule A.

For each payment, the Nexbillpay Service Fee collected will be used to pay the corresponding credit card transaction fees or transaction fees associated with debit cards and/or eChecks (hereinafter called as "Transaction Fees") and processing charges related to Nexbillpay (hereinafter called as "Nexbillpay Services Fees").

A schedule of Nexbillpay Service Fees is attached hereto as Schedule A. However, Nexbillpay can amend this schedule upon prior written notice to the Customer, if such change is needed due to Visa and MasterCard regulations or change in credit card and electronic check fees in the Average Bill Amount or if Nexbillpay incurs additional fees from one of its processors or vendors.

### 3.2 Nexbillpay Service Fees - Telephone

System will charge each User a Service fee for each transaction processed (hereinafter called as "Nexbillpay Services Fees"). Such Nexbillpay Service Fees Are listed on Schedule A.

For each payment, the Nexbillpay Service Fee collected will be used to pay the corresponding credit card transaction fees or transaction fees associated with debit cards and/or eChecks (hereinafter called as "Transaction Fees") and processing charges related to Nexbillpay (hereinafter called as "Nexbillpay Services Fees").

A schedule of Nexbillpay Service Fees is attached hereto as Schedule A. However, Nexbillpay can amend this schedule upon prior written notice to the Customer, if such change is needed due to Visa and MasterCard regulations or change in credit card and electronic check fees in the Average Bill Amount or if Nexbillpay incurs additional fees from one of its processors or vendors.

### 3.3 Nexbillpay Service Fees – Virtual Terminal (POS)

System will charge each User a Service fee for each transaction processed (hereinafter called as "Nexbillpay Services Fees"). Such Nexbillpay Service Fees Are listed on Schedule A.

For each payment, the Nexbillpay Service Fee collected will be used to pay the corresponding credit card transaction fees or transaction fees associated with debit cards and/or eChecks (hereinafter called as "Transaction Fees") and processing charges related to Nexbillpay (hereinafter called as "Nexbillpay Services Fees").

A schedule of Nexbillpay Service Fees is attached hereto as Schedule A. However, Nexbillpay can amend this schedule upon prior written notice to the Customer, if such change is needed due to Visa and MasterCard regulations or change in credit card and electronic check fees in the Average Bill Amount or if Nexbillpay incurs additional fees from one of its processors or vendors.

## 4 Payment Processing

### 4.1 Explicit User Confirmation



Web - Nexbillpay shall confirm the dollar amount of all Payments to be charged to a Card or checking account and electronically obtain the User approval of such charges prior to initiating transaction. The Nexbillpay Service Fee will be collected separate to the Payment Amount.

Telephone - Nexbillpay shall confirm the dollar amount of all Payments and the corresponding Nexbillpay Service fees to be charged to a Card or checking account and electronically obtain the User approval of such charges prior to initiating transaction. The Nexbillpay Service Fee will be collected separate to the Payment Amount.

Virtual Terminal - Nexbillpay shall confirm the dollar amount of all Payments and the corresponding Nexbillpay Service fees to be charged to a Card or checking account and the Customer will verbally obtain the User approval of such charges prior to initiating transaction. The Nexbillpay Service Fee will be collected separate to the Payment Amount.

\*\*\* Processing Terms and Conditions- Customer is required to meet a \$75 monthly minimum after 60 days, once customer is actively processing the services selected. If Customer does not meet the required minimum the Customer is responsible for the difference between the total "Nexbillpay Service Fees listed in Schedule A" collected each month by the end user. Invoices will include transactions for the previous month. Customer will receive an electronic invoice and Customer will allow Nexbillpay to automatically ACH their designated checking/savings account. \*\*\*

#### 4.2 Merchant Account

Nexbillpay will arrange for the Customer to have a merchant account with a Nexbillpay Authorized Processor for processing and settlement of electronic check and credit card transactions.

#### 4.3 Card Authorization

For authorization purposes, Nexbillpay will electronically transmit all payment transactions to the appropriate processing center, in real time as the transactions occur.

#### 4.4 Settlement

Web - Nexbillpay together with its authorized payment processor shall forward the payment to the appropriate payment organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account")

Telephone - Nexbillpay together with its authorized payment processor shall forward the payment transactions and corresponding Nexbillpay Service Fee to the appropriate payment organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account")

Nexbillpay together with Nexbillpay Authorized Processor will continuously review its settlement and invoicing processes for its simplicity and efficiencies. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes.

#### 4.5 Reversed or Chargeback Transactions

Reversed or Chargeback Transactions can be reversed by the Customer by contacting Nexbillpay directly. The bill payment amount will be refunded to the User, however, Nexbillpay Service Fee is non-refundable, and therefore corresponding Nexbillpay Service fees will not be refunded to the User. The remittance file will contain a record of such transaction whenever such transactions occur.

With respect to all Reversed or Chargeback Card Transactions that are substantiated by a User and approved by an authorized representative of Nexbillpay and the Customer: (i) the Customer authorizes Nexbillpay and Nexbillpay Authorized Processor (or the respective card organization) to debit the Customer Bank Account for the amount of the corresponding Payment and (ii) Nexbillpay shall refund to the Card organization (for credit back to the User) the corresponding Nexbillpay Service Fees. The Customer agrees that it shall not refund in cash to a User and Payment made using Nexbillpay Services.

Nexbillpay together with Nexbillpay Authorized Processor will continuously review its processes for Reversed or Charged-back transactions, for simplicity and efficiencies. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes for such transactions.

## 5 General Conditions of Service

### 5.1 Service Reports

# nexbillpay®

Nexbillpay shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

## 5.2 User Adoption Communication by Customer

Customer will make Nexbillpay Services available to its residential and commercial customers by different means of customer communication including: a) through bills, invoices and other notices; b) by providing IVR, Kiosk and Web payment details on the Customer's website including a "Pay Bill Online" or similar link on a mutually agreed prominent place on the web site; c) through Customer's general IVR/Phone system; and d) other channels deemed appropriate by the Customer.

Nexbillpay shall provide Customer with logos, graphics and other marketing materials for Customer's use in its communications with its users regarding the Services and/or Nexbillpay.

Both parties agree that Nexbillpay will be presented as a payment method option. Customer will communicate the Nexbillpay option to its residential and commercial customers wherever Customer usually communicates its other payment methods.

## 5.3 Independent Contractor

Customer and Nexbillpay agree and understand that the relationship between both parties is that of an independent contractor.

## 5.4 Customer's Responsibilities

In order for Nexbillpay to provide Services outlined in this Agreement, the Customer shall cooperate with Nexbillpay by:

- (i) Customer will enter into all applicable merchant Card, ACH or Cash Management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to Nexbillpay System at a prominent and mutually agreed location on the Customer website. If applicable, the phone number for the IVR payment will also be added to the website. Customer will also add the IVR payment option as part of the Customer's general phone system. Customer will be required to provide Nexbillpay with an updated customer list necessary for the IVR system as discussed for the duration of this agreement.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Customer will launch the service to the users.
- (v) Within 60 days of the merchant account setup, Customer must submit all required information for application approval.

## 6 Governing Laws

This agreement shall be governed by the laws of the state of Alabama.

## 7 Communications

### 7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

### 7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Post or by hand delivery to an individual authorized to receive mail for the below listed individuals, all of the following individuals at the following locations:

To: Lyon County Water District

c/o \_\_\_\_\_

Address: 5464 US Hwy 62 West

# nexbillpay®

City/State/Zip: Kuttawa, KY 42055  
270-388-0271 (Phone)

To: **Nexbillpay**  
c/o President and CEO  
2416 Green Springs Highway  
Birmingham, AL 35209  
(800) 639-2435 (Phone)

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notices shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be delivered.

## 7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

## 7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

## 7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and the Agreement shall be read as if said word, sentence or paragraph did not exist.

## 7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

## 7.7 Confidentiality

Both parties agree not to disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about parties business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models, and personnel. Nexbillpay will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it received in connection with its performance of the services.

## 7.8 Intellectual Property

In order that the Customer may promote the services and Nexbillpay role in providing the Services, Nexbillpay grants to Customer a revocable, non-exclusive, royalty-free, license to use Nexbillpay logo and other service marks (the "Nexbillpay Marks") for such purposes only. Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Nexbillpay on the IVR, kiosk or the website) or other intellectual property right of Nexbillpay ("Nexbillpay Intellectual Property"). All Nexbillpay Marks, Nexbillpay Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Nexbillpay.

## 7.9 Force Majeure

Nexbillpay will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond any reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a government entity (in a sovereign or contractual capacity), fire, storms, quarantine, restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

## 7.10 Time of the Essence

# nexbillpay®

Nexbillpay and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties respective obligations under this Agreement.

## 8 Indemnification

### 8.1 Nexbillpay Indemnification and Hold Harmless

Nexbillpay agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnities") from and against all liabilities, demands, losses, damages, costs or expense (including reasonable attorney's fees and costs), incurred by any Customer Indemnities as a result of arising out of (i) the willful misconduct or negligence of Nexbillpay in performing the Services or (ii) a material breach by Nexbillpay of its covenants.

### 8.2 Customer Indemnification and Hold Harmless

Without waiving, mitigating or abrogating any and all statutory immunities or limitations on liability, the Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nexbillpay, its affiliates, officers, directors, stockholders, agents, employees and representatives, (collectively, the "Nexbillpay Indemnities") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Nexbillpay Indemnities as a result or arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

### 8.3 Nexbillpay IP Indemnification

**Intellectual Property Indemnification by Nexbillpay.** Nexbillpay represents it owns or otherwise has the legal authority to make use of all intellectual property necessary to provide the Services to Customer. Nexbillpay agrees to indemnify, defend and hold Customer harmless from any and all claims, suits, causes of action or demands for damages related to any challenge of said authority by any third party. Indemnity by Nexbillpay pursuant to this paragraph is conditioned upon Customer:

- (a) giving Nexbillpay, prompt written notice of any claim, action, suit or proceeding for which the Customer is seeking indemnity;
- (b) providing reasonable cooperation to Nexbillpay to provide defense and indemnification to Customer;
- (c) upon request by Nexbillpay, granting control of the selection of counsel, and decisions regarding defense and settlement to Nexbillpay; and
- (d) reasonably cooperating with Nexbillpay in its defense, settlement or trial of any matter for which indemnification is sought.

Nexbillpay shall defend Customer against any third-party claim, action, suit or proceeding alleging infringement of copyright, trademark or trade dress arising out of Nexbillpay's provision of services under this Agreement, but Customer shall be solely responsible for costs of defense for any claim of infringement based upon content or images provided by Customer to Nexbillpay for use on the website. Nexbillpay shall indemnify Customer for all losses, damages, settlement or judgment proceeds, liabilities and all reasonable expenses and costs incurred by Customer as a result of any such claim, action, suit or proceeding, excluding those arising from content or images provided by Customer to Nexbillpay for use on the website. Customer shall not settle a claim that Nexbillpay is reasonably defending except at Customer's expense or upon Nexbillpay's written consent.





## **9 Term and Termination**

### **9.1 Term**

The term of this Agreement shall commence on the effective date of this Agreement and continue for a term of 1 (one) year ("Initial Term") from the Launch Date. Thereafter, the Agreement will then change to month to month processing unless terminated by either party upon thirty (30) days written notice. However, at any time Nexbillpay may cancel this Agreement on 60 days written notice for any reason by actually providing written notice. Nexbillpay or Customer may cancel immediately without notice if it reasonably suspects fraud, collusion, dishonesty or misrepresentation. Customer shall pay on demand, an early termination fee of four hundred and ninety five dollars (\$495.00) for processing services.

### **9.2 Material Breach**

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

### **9.3 Upon Termination**

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Nexbillpay shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Nexbillpay or Customer with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

# nexbillpay<sup>®</sup>

## Schedule A – Nexbillpay Service Fee Schedule

Service Fee charged to the User will be based on the following model. (V-Terminal)

Payment Type	Payment Amount	Service Fee
Credit Card/Debit Card/E - Check	\$ <u>000.01</u> - \$ <u>300.00</u>	\$ <u>2.20</u>
	\$ <u>300.01</u> - \$ <u>5,000.00</u>	<u>2.75%</u>

Service Fee charged to the User will be based on the following model. (Online Platform)

Payment Type	Payment Amount	Service Fee
Credit Card/Debit Card/E - Check	\$ <u>000.01</u> - \$ <u>300.00</u>	\$ <u>2.20</u>
	\$ <u>300.01</u> - \$ <u>5,000.00</u>	<u>2.75%</u>

The parties have caused this agreement to be executed by their duly authorized representatives on the date of each signature below.

Lyon County Water District

Address: 5464 US Hwy 62 West

City/State/Zip: Kuttawa, KY 42055

By: \_\_\_\_\_ / \_\_\_\_\_ (Sign/Title)

\_\_\_\_\_ (Print)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (Date)

**Nexbillpay, LLC-DBA: Nexbillpay**

2416 Green Springs Highway

Birmingham, AL 35209

By: \_\_\_\_\_ / \_\_\_\_\_ ( Sign/Title)

\_\_\_\_\_ (Print)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (Date)



### WEB Entries ACH Website Security Audit Certification

At EFT we value our customers and would like to thank you for your business, Please note the current NACHA Rules require each WEB entries Originator to conduct an internal or external audit of compliance with provisions of the ACH rules in accordance with the requirements of the 2017 NACHA Rules & Guidelines, Section Five, Chapter 48. These audit provisions do not prescribe a specific methodology to be used for the completion of an audit, but identify key rule provisions that should be examined during the audit process. An audit must be conducted by the end of each year by a senior level manager, officer, or an external auditor. **The NACHA Rules requires a yearly audit to be conducted. This Audit for is to be completed and returned no later than November 1st 2017.**

Documentation supporting the completion of an audit must be (1) retained for a period of six years from the date of the audit, and (2) provided to the National Association upon Request.

Company Legal Name: Nexbillpay, LLC DBA Name: Nexbillpay  
Tax ID Number: 200258718 Website Address: www.nexbillpay.net

Date Audit Completed: 10/26/2017  
mm/dd/yyyy

Audit firm, examining body or individual conducting the audit:

Name: InCare Technologies Contact: Chae York

Phone: (205) 313-0370

Address: 600 Lakeshore Parkway

City: Birmingham State: AL Zip: 35209

I hereby confirm this company has conducted its Rule Compliance Audit Requirements in accordance with Section Five, Chapter 48, of the 2017 NACHA Rules & Guidelines.

Signed: [Signature]

Name and Title: Chae York Director of Manged Services Date: 10/26/2017  
mm/dd/yyyy

Website content copies to be submitted with certification:

- 1. Customer Service Contact information, including phone number and hours of operation.
- 2. Screenshots of websites payment process, this should include all screens the customer would see while processing a live payment. Including log in, payment processing, terms and conditions and confirmation page.
- 3. An example authorization of a web payment, this should include any data your system stores regarding a particular payment in a easily readable form.

Please return both pages of audit and website content to: Melanie Bieber - Waldo, Compliance Officer - Fax: 914.747.7218

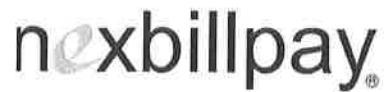
If you should have any questions regarding the NACHA Audit Operations Guideline for WEB entries, please call us at 800.492.2794 or by email at [compliance@redeposit.com](mailto:compliance@redeposit.com) or [Melanieb@redeposit.com](mailto:Melanieb@redeposit.com)

## Annual WEB Audit Checklist

**Completion Deadline:** November 1st 2017

**Company Name:**

<b>Physical Security:</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
1.) Critical Network Server & Telecommunication equipment in secured location with access only to authorized personnel?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies
2.) Firewalls in place to protect website(s) from inappropriate & unauthorized access?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies
3.) Are process and procedures in place for securely administering those firewalls?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies <span style="float: right;">+</span>
4.) Disaster recovery plans in place and reviewed periodically?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies <span style="float: right;">+</span>
<b>Personnel and Access Controls:</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
1.) Security policies and procedures in place clearly outlining the company's policies and the corporate rules governing access to sensitive financial data?	<input checked="" type="radio"/>	<input type="radio"/>	
2.) New employee hiring procedures include verifying application information and reference checks for those with access to Receiver financial information?	<input checked="" type="radio"/>	<input type="radio"/>	
3.) Relevant employees educated on, and understand, information security and the company's practices as well as their individual responsibilities?	<input checked="" type="radio"/>	<input type="radio"/>	
4.) Limited access to secured areas to authorized personnel only?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies <span style="float: right;">+</span>
5.) Terminated employees' access has been denied/suspended?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies <span style="float: right;">+</span>
6.) Visitors have no access to secure areas and information, and are accompanied by an employee at all times?	<input checked="" type="radio"/>	<input type="radio"/>	
7.) All access authenticated to any database with sensitive information? (i.e. passwords, token devices, biometrics...)	<input checked="" type="radio"/>	<input type="radio"/>	
8.) Key-management procedures in place requiring dual control and separation of duties?	<input checked="" type="radio"/>	<input type="radio"/>	
9.) Procedures and audit trails in place to scrutinize activities of users who have access to the customer's information?	<input checked="" type="radio"/>	<input type="radio"/>	
<b>Network Security:</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
1.) Are firewall configurations installed and maintained, protecting all Receiver financial information, including but not limited to company network, databases and portable electronic devices?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies
2.) Is anti-virus software used and regularly updated?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies
3.) Are all system components updated with the latest vendor-supplied security patch installations and defaults changed?	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies
4.) Are data retention schedules in place and do they state the company's policy of how employees are to handle the data from the time it is captured until it is destroyed? (Receiver financial information only stored permanently if required by law or regulation.)	<input checked="" type="radio"/>	<input type="radio"/>	
5.) Are retention schedules monitored regularly to ensure that they are met? (at a minimum quarterly)	<input checked="" type="radio"/>	<input type="radio"/>	
6.) Controlled distribution of Receiver financial and personal information and policies & procedures implemented to direct the distribution of sensitive financial information?	<input checked="" type="radio"/>	<input type="radio"/>	
7.) Data distribution policies & procedures reviewed periodically?	<input checked="" type="radio"/>	<input type="radio"/>	
8.) Encryption of Receiver data and financial information at all points in the transaction course from transmission to storage? (128-bit RC4 encryption technology or equivalent.)	<input checked="" type="radio"/>	<input type="radio"/>	
9.) Are security systems and processes tested frequently? (i.e. exposure scans, external and internal penetration testing, intrusion detection, file integrity monitoring.)	<input checked="" type="radio"/>	<input type="radio"/>	InCare Technologies



# Request for Proposal For Credit Card Processing Services

Prepared For: Lyon County Water District

Description: Integrated Credit Card Processing Services

Software Vendor: *United Systems & Software*

Nexbillpay

2416 Greensprings Hwy

Birmingham, Alabama 35209

Tel: 800-639-2435 Fax: 205-290-0450

[www.nexbillpay.com](http://www.nexbillpay.com)



April 9, 2019

Lyon County Water District  
5464 US Hwy 62W  
Kuttawa, KY 42055

Ryan,

It is Nexbillpay's intention to provide you with the bottom line results that you demand along with the quality of service you expect. Additionally, Nexbillpay provides customized reporting that automatically gives your staff the tools needed in managing your payments 24 hours a day, 7 days a week in real time.

Nexbillpay is an Alabama company with its main office located in Birmingham, AL. Since starting the Municipal Division in 2009, Nexbillpay has been providing payment processing services for municipalities and utilities of all sizes.

Nexbillpay will utilize a full spectrum of options to help the Lyon County Water District meet their business needs and goals. Advanced technology allows us to offer cloud-based bill presentment with credit card payment options for the utility and the consumer. Our platform is built to adapt to all third party billing applications using the Nexbillpay Web Service API. This will enable billing software providers to access payment data in real-time increasing their software functionality and services. Nexbillpay has a large customer base, including more than 600 current municipality and utility accounts.

We are eager to prove the many ways that Nexbillpay can help your municipality control cost well into the future. Thank you again for your interest in Nexbillpay and for the opportunity to do business with the Lyon County Water District.

Sincerely,

*Chase Elmore*

Chase Elmore  
Vice President  
2416 Greensprings Hwy.  
Birmingham, AL 35209  
1-800-639-2435 ext. 3010 Fax: 205-290-0450  
[celmore@nexcheck.com](mailto:celmore@nexcheck.com)



**1.0 Nexbillpay API/Bill Presentment**

The Nexbillpay/US bill payment platform will give your customers access to their accounts via internet and make secure payments with credit/debit cards and electronic check/funds transfer 24/7. The system also allows customers to make automated phone payments and receive alert notifications if desired 24/7.

**2.0 Nexbillpay set up cost:**

Online Bill Presentment and payment platform	\$0.00
Point of Sale/Virtual Terminal/Counter Receipts	\$0.00
IVR Automated Phone Payment System	\$0.00

**3.0 Custom Website Design (Optional)**

Set Up Fee	\$199.00
Annual Maintenance Fee	\$399.99
<a href="http://www.lyoncountywater.com">www.lyoncountywater.com</a>	



**I. Proposed Fee Schedule – EBPP (Online) Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$300.00</b>
<i>Fee</i>	<b>\$2.20</b>
Credit/Debit Card	<b>\$300.01 - \$5,000.00</b>
<i>Fee</i>	<b>2.75%</b>

**II. Proposed Fee Schedule – POS \ V-Terminal Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$300.00</b>
<i>Fee</i>	<b>\$2.20</b>
Credit/Debit Card	<b>\$300.01 - \$5,000.00</b>
<i>Fee</i>	<b>2.75%</b>

*Funding*

*Nexbillpay will deposit funding into all designated bank accounts for each department within 24-48 hours after each successful settlement.*





Above Order Accepted and Approved By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign, date and or fax proposal to 205-290-0450 or email to [celmore@nexcheck.com](mailto:celmore@nexcheck.com)

Nexbillpay, LLC

By/Title: Chase Elmore/Vice President

## CONFIRMATION OF ENROLLMENT

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF ENROLLMENT, INSURANCE AND PROGRAM PROTECTION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE, APPLICATION AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED. PLEASE NOTE: THIS IS NOT A BINDER OF INSURANCE. FOR SPECIFIC EVIDENCE OF COVERAGE, PLEASE REVIEW THE POLICY AND/OR CERTIFICATE OR EVIDENCE AS APPLICABLE. CYBER LIABILITY INSURANCE IS PROVIDED PURSUANT TO ENROLLMENT IN THE DATA THEFT RISK PURCHASING GROUP OR RELATED ENTITY.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY YOU AND/OR THE RETAIL BROKER IN THE ENROLLEE'S APPLICATION, WE HAVE OBTAINED PROGRAM PROTECTION BENEFITS AND INSURANCE AT YOUR REQUEST SUMMARIZED AS FOLLOWS.

**DATE ISSUED:** May 24, 2018

**CLIENT/INSURED:** Nexcheck, LLC/Nexbillpay, LLC  
2416 Green Springs Highway  
Birmingham, AL 35209

**CONTRACT NO:** IFI514034

**PROGRAM/POLICY PERIOD(S):** Effective: May 24, 2018  
Expiration: May 24, 2019

**PROGRAM/COVERAGE:** Core Cyber Pro 1000 (2.5MM-5MM), including:  
A. Data Risk Liability Insurance  
B. Covered Expenses  
C. Identity Insurance (Employee)  
D. Business Identity Fraud Insurance

**INSURER:** Various, including:  
A. AIG Specialty Insurance Company  
B. AIG Specialty Insurance Company  
C. AIG Specialty Insurance Company  
D. Great American Insurance Company

**LIMITS:** Annual Aggregate limits of liability and protection include:

Section A: Data Risk Liability Annual Aggregate	:	\$1,000,000
Sublimits: Data Risk Liability Insurance	:	\$1,000,000
Regulatory fines and penalties	:	\$1,000,000
Cyber Extortion	:	\$1,000,000
Media Liability	:	\$1,000,000
Payment Card Industry (PCI)	:	\$250,000
Privacy Loss Mitigation (Response)	:	\$500,000

Section B: Breach Expense Protection Annual Aggregate	:	\$500,000
Sublimits: Network Interruption	:	\$500,000
Data Destruction/Reconstruction	:	\$500,000
Section C: Personal Identity Protection Annual Aggregate	:	NIL
Identity Insurance (per enrollee)	:	\$15,000
Section D: Business Identity Protection Annual Aggregate	:	\$50,000
Sublimits: Business Identity Insurance	:	\$50,000

**RETENTIONS:** Each and Every Claim / Incident

- A. \$1,000 Retention
- B. \$1,000 Retention
- C. \$0 Deductible
- D. \$100 Deductible

**PROGRAM PRICE:**

**POLICY FEES:**

Not Applicable

**STATE TAX:**

Included (Please refer to individual certificates of insurance)

**STAMPING FEES:**

Included (Please refer to individual certificates of insurance)

**STATE SURCHARGES:**

Included (Please refer to individual certificates of insurance)

**BROKER FEES:**

NIL

**TOTAL:**

**RETROACTIVE DATE:** May 24, 2017

**ADDITIONAL TERMS / CONDITIONS**

**TERMS AND CONDITIONS APPLY AS PER EACH RESPECTIVE POLICY FORM AND APPLICABLE ENDORSEMENTS. IN ADDITION, PROGRAM TERMS ARE PROVIDED AND PURSUANT TO THE IFI CUSTOMER AGREEMENT LOCATED AT [HTTPS://BIZLOCK.NET/CUSTOMER-AGREEMENT](https://bizlock.net/customer-agreement)**

**CANCELLATION: EACH POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY (IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER(S). THE INSURANCE EFFECTED BY EACH INSURER MAY BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATION) BY MAILING, TO THE ENROLLEE AT THE ADDRESS STATED ON THE FACE OF THIS DOCUMENT, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE ENROLLEE, A CUSTOMARY SHORT RATE RETURN OF AMOUNTS ALREADY PAID SHALL APPLY SUBJECT TO THE MINIMUM EARNED PROGRAM PRICE.**

**THIS CONFIRMATION IS ISSUED SOLELY BASED UPON THE PROVIDERS AGREEMENT TO PROVIDE PROTECTION, TOGETHER WITH THE INSURERS AGREEMENT TO PROVIDE INSURANCE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.**

*Thomas A. Widman*

Authorized Signature

Identity Fraud, Inc. / BIZLock Insurance Services  
1990 N California Blvd, 8<sup>th</sup> FL, Walnut Creek, CA 94596  
844-432-5625; CA License: 0D40585



PCI DSS

Certificate of Compliance

146A-DE59-2A65-0E35

## Self-Assessment Questionnaire

Status: **Pass** 2018-03-15 09:47:29, valid through 2019-03-15  
Version: SAQ D 3.2 rev 1.1  
Attested By: Sherry Adams, Office Admin

## Vulnerability Scan

Status: **Pass** 2018-09-25 16:20:33, valid through 2018-12-25  
Scan Vendor (ASV): Trustwave  
Awarded To: Nexcheck

Client Authorization:

Sign Name

Print Name

This signed contact at Nexcheck agrees to the accuracy of all information provided within TrustKeeper PCI Manager

To maintain compliance, the above named client (referred to below as "CLIENT") must be aware of and validate against its individual requirements as set by the Payment Card Industry Security Standards Council and the payment card brands. For information on requirements, please visit [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). In addition, CLIENT must continually identify and provide to Trustwave information regarding any new system that stores, processes, or transmits cardholder data, so that this system can be included in the scope of the validation process. This certificate is valid through the expiration date stated above. It is CLIENT's sole responsibility to achieve and maintain compliance with the card association security requirements and obtain validation on at least a quarterly basis. Trustwave makes no representation or warranty as to whether CLIENT's systems are secure from either an internal or external attack or whether cardholder data is at risk of being compromised. This certificate of self-assessment is based on unverified information provided by CLIENT and is for the sole purpose of identifying attestation for compliance by CLIENT and cannot be used for any other purpose without the express written consent of Trustwave's legal counsel.

Participating organizations: Visa® Europe, Visa® Inc., MasterCard® Worldwide, American Express®, Discover® Financial Services, JCB Co., Ltd.

**King's Lawn Care & Bush Hogging**

15 Mount Pleasant Road

Kuttawa, Kentucky 42055

207-704-3754 or 270-388-2244

Statement

Estimate

To: Lyon Co. Water Dept.

Date	Description	Total
	<input type="checkbox"/> Mowing	\$
	<input type="checkbox"/> Weedeating	\$
	<input type="checkbox"/> Bush Hogging _____ acre's @ \$ _____ per acre	\$
	<input type="checkbox"/> Leaf Pickup	\$
	<input type="checkbox"/> Seed Sowing	\$
	<input type="checkbox"/> Lime	\$
	<input type="checkbox"/> Fertilizer	\$
	<input type="checkbox"/> Spraying	\$
	<input type="checkbox"/> Landscaping	\$
	<input type="checkbox"/> Mulch	\$
	<input type="checkbox"/> Tree Trimming	\$
	<input type="checkbox"/> Tree Removal	\$
	<input type="checkbox"/> Stump Grinding	\$
	<input type="checkbox"/> Rubbage Removal	\$
	<input type="checkbox"/> Gutter Cleaning	\$
	<input type="checkbox"/> Lot Clean-up	\$
	<input type="checkbox"/> Rock	\$
	<input type="checkbox"/> Other: <i>Prices are per</i>	\$
	<input type="checkbox"/> Other: <i>Mowing</i>	\$
	<input type="checkbox"/> Other:	\$
	<i>Dycusburg</i>	<i>42</i>
	<i>Tower on Jack Thomas Rd</i>	<i>42</i>
	<i>Tower - Lamasco</i>	<i>67</i>
	<i>Copper Smith Cove</i>	<i>152</i>
	<i>Light House Shores</i>	<i>177</i>
	<i>Champion Hills</i>	<i>57</i>
	<i>Water Dept - Suwanee</i>	<i>77</i>
	Tax:	
	Total:	

**Company Copy**

Signature: \_\_\_\_\_

3935934

CUSTOMER ORDER NO.		DEPARTMENT			DATE <b>3-21-19</b>		
NAME <b>Lyon Co Mowing (Bid)</b>							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	SHIP DATE
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
1							
2	1	Water office - 2 Lots			750.00		
3	2	Copper Cove					
4	3	Champion Hills					
5	4	295- Pump Station					
6	5	Jack Thomson Tank					
7	6	Lamasco Tank					
8	7	Light House					
9	8	730 Pump Station					
10							
11							
12		Thank you					
13							
14							
15		- A Month -					
16							
17							
18		Billy Joe Beirwatt					
19							
20							
RECEIVED BY					TAX		
					TOTAL		

KEEP THIS SLIP FOR REFERENCE

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, June 11, 2019 at 8AM at the Water District Office.

Board members present:	Others present:	
Charles Murphy	Elaina Bond	Mike Henson
Chris Sutton	Dixie Cayce	
Don Robertson	Marvin Wilson	

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present - None

**Motion to approve the May minutes. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Water Issues:**

None

**Sewer Issues:**

None.

Mike brought the plans of the interconnect. He estimates it to be a 4 to 5 month project with an estimated cost of \$300,000. He also mentioned that there is an up front cost of \$15,000 to start the update and research with Kuttawa & Eddyville. This will be a shared cost.

Elaina gave a report on the May financials.

**Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

**Old Business:**

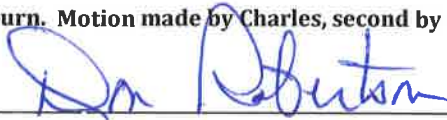
Marvin mentioned that he read the contract with Nexbill Pay and had a phone discussion with them. Everything lined up with what was listed in the contract.

**New Business:**

Ryan provided the board with a \$290.19 bad check that she had received. Marvin suggestion was to get a 10 day letter from the county attorney.

**Motion to adjourn. Motion made by Charles, second by Chris. Motion passed.**

Sign



Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am June 11, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A.
  - B.
- XIII. New Business
  - A.
  - B.
- XIV. Adjournment



Lyon County Water District  
Manager Report  
June 11, 2019

Leaks:

West Devillez, Hwy 730, Tinsley Cr.

Seasonal Flushing:

We are still flushing.

Tank Inspection:

July 16, 2019.

Fuel:

County is at capacity.



Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	16.3
MAY	#DIV/0!
JUNE	#DIV/0!
JULY	#DIV/0!
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>21.6</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%

Water Loss is between 15% - 30%

Water Loss is greater than 30%

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, August 13, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Stacy Boone  
Marvin Wilson  
Mike Henson

Dixie Cayce  
Jessica Daniel

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – None

**Motion to approve the July minutes. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Water Issues:**

None

**Sewer Issues:**

None.

Mike gave an update on potential improvements and the review of rates.

**There was a motion to secure engineer. Motion by Charles. Seconded by Chris.**

**Chris motion to approve resolution. Seconded by Charles.**

Stacy gave a report on the July financials.

**Chris motioned to approve financial report, seconded by Charles. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

Old Business:

New Business:

2018 Audit: Jessica Daniel presented the 2018 audit. **Charles motioned to approve the audit report. Seconded by Chris.**

The tank inspection was completed. The repairs to the tank are to be included in the new project.

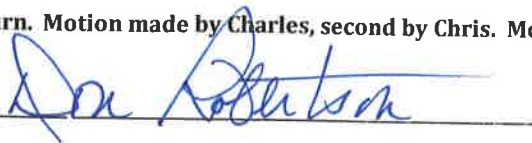
Employee Pay: The board requested a breakdown of employee cost for the next board meeting.

Ryan reported that the new website is to go live next week.

**The was a motion to authorize Dixie to vote at the Rural Water Conference. Motion made by Chris. Seconded by Charles.**

**Motion to adjourn. Motion made by Charles, second by Chris. Motion passed.**

Sign



Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Aug. 13, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes *Chris / Charlie*
- VI. Water Complaints
  - A. Individual :
  - B. Business: *None*
- VII. Sewer Complaints
  - A. Individual
  - B. Business *None*
- VIII. KIA Infrastructure Improvements *Make - Discussion of potential improvements, review of rates. Motion to secure engineers Charlie / Chris*
- IX. Rural Development Improvements *Motion to approve resolution - Chris / Charlie*
- X. Financial Report, Elaina Bond *Chris / Charlie*
- XI. Manager's Report - *2 new applicants* *Charlie / Chris*
- XII. Old Business
  - A.
  - B.
- XIII. New Business
  - A. 2018 Audit *Charlie / Chris*
  - B. Tank Inspection - *repair to be included in new project*
  - C. Employee Pay
- XIV. Adjournment *Charlie / Chris*

*Ryan reported new web site to go live next week*

*Motion with Debra to vote @ Rural Water Conf - Chris / Charlie*

*Site  
Cost of Employee  
Water Sales ↓  
Water Exp ↑ ?*

*ck w/ Ryan about distribution of audit.*

*Scott 15.??  
Kekie - 18.25*

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

For the Year:

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	16.3
MAY	-2.1
JUNE	14.8
JULY	#DIV/0!
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>16.1</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

Lyon County Water District  
Manager Report  
Aug. 13, 2019

Leaks:

Lakeview Trail, Eddy Creek, Raintree, Tinsley Creek, 62 West, Hwy 7302

Seasonal Flushing:

We are still flushing.

Employment Applications:

A handwritten signature in cursive script, appearing to read "Dixie G. Cayce", is written over a horizontal line.

Dixie G. Cayce

# WET or DRY



Tank  
Inspection  
Services

Member: NACE, SSPC, ASTM, AWWA, NFPA  
National Association of Corrosion Engineers Coatings  
Inspectors on-staff

## Lyon County Water District Dixie Cayce, Manager

### Tank:

Approx 200,000 Gallon standard roof  
Contractors responsible for field verifying all heights and dimensions.

The interior/exterior bolts and plate edges are beginning to exhibit signs of corrosion due to the loss/reduction of the mastic type material used during original construction. The existing material is to be removed by mechanical means to a sound steel substrate.

It shall be the contractors' responsibility to determine the most appropriate means for applying the protective coating to the plate edges and bolt heads

It is our intention to remove and replace the glass lining and install a new state of the art lining system to the interior sidewall plates and connections of the tank (roof not required).  
Sidewall connection to concrete floor chine will be lined.

The district has asked that contractors provide a complete project price for the removal of the glass lining, bolt caps by abrasive blasting SSPC-SP 10, or as required by lining supplier. Followed by the application of Polibrid, Reactamine, or Polyflex 201. All bolted seams inside the tank, with all plate junctures and overlaps receiving a minimum of 80-100 mils as well as the sidewall to concrete foundation connection. Any failed areas of the flat steel shall be prepared and lined.

Here is our estimated from a couple competent contractors that can apply the products.

40,000.00 to blast all the seams and coat

65,000.00 to blast entire tank and coat

25-30K to add a mixing system to tank

Wet or Dry will develop a complete set of bidding documents, and specifications for 4% of the contract price.

**Jay L Hoffman**

*Jay L Hoffman*

**VP Operations**

**1609 Hillsboro Road Campbellsburg, KY 40011**

**502-532-6190 O 502-532-7136 F**

**diver@aye.net**

## Retirement

Dixie 5%

Vicki 5%

Scott 6% (anyone hired after a certain date is required to pay 1% insurance)

District 24.06%



Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, September 10, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Stacy Boone  
Marvin Wilson  
Mike Henson  
Scott Wright

Dixie Cayce  
Elaina Bond  
Vicki Duncan

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – None

**Motion to approve the August minutes. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

**Water Issues:**

None

**Sewer Issues:**

None.

Mike gave an update on the infrastructure and new project improvements. He informed the board of interest rates for the new project, stating 12% would be the high end with a rate of 5 to 6% being what would more than likely be put in place. He mentioned the deadline was the end of the month to hire the engineer.

They also discussed a rate increase. The board has requested that Mike do a rate study proposal for the next meeting.

**Chris motioned to submit proper documentation to PSC for a rate increase. Seconded by Charges. Motion passed unanimously.**

Elaina gave a report on the August financials. She also provided the board with additional information that was requested on employee cost. Other information was provided on purchased water cost and revenue. (see attached)

**Chris motioned to approve financial report, seconded by Charles. Motion passed unanimously.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

Old Business:

Suwanee Trailer Park: The meters will need to be switched out to the radio reads. The is in agreement that the cost will be on the customer. Each meter is an estimated cost \$150. The are going to ask Johnny to come to the next meeting.

Paving/Patching Parking Lot: They have one bid to come in from Dunkerson Paving for \$1,700.

**Chris made a motion to approve the bid for Dunkerson Paving. Seconded by Charles. Motion passed unanimously.**

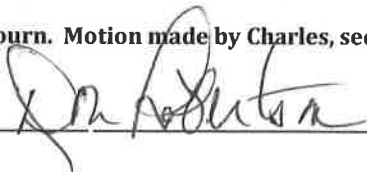
New Business:

The board has requested a letter to be sent to Crittenden-Livingston asking them to increase their flushing. They are beginning to have a repeat of problems with water quality compliance.

Dixie mentioned the prices on the tank inspection are only good for the fall.

**Motion to adjourn. Motion made by Charles, second by Chris. Motion passed.**

Sign



Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Sept. 10, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Suwanee Trailer Park
  - B.
- XIII. New Business
  - A.
  - B.
  - C.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
Sept. 10, 2019

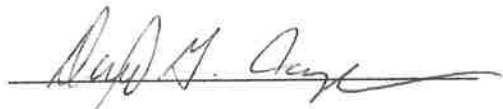
Leaks:

Hwy 93 N, West Devillez, Arrowhead, Tinsley Creek, Spring Hill,

Seasonal Flushing:

We are still flushing.

Employment Applications:



Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	16.3
MAY	-2.1
JUNE	14.8
JULY	10.6
AUGUST	#DIV/0!
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>15.2</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

## Sales vs. Purchased Water

	2017		2018		2019	
	Sales	Purchased Water	Sales	Purchased Water	Sales	Purchased Water
January	94,737.00	23,946.00	105,634.00	23,513.00	97,147.00	26,245.00
February	100,581.00	21,186.00	99,556.00	31,667.00	96,514.00	28,310.00
March	89,309.00	20,257.00	91,314.00	21,315.00	90,995.00	28,481.00
April	92,878.00	21,405.00	89,191.00	24,215.00	93,891.00	28,921.00
May	105,432.00	21,117.00	97,866.00	28,030.00	95,160.00	30,114.00
June	109,056.00	26,868.00	116,264.00	30,983.00	120,740.00	33,667.00
July	108,926.00	23,517.00	110,934.00	33,417.00	115,336.00	35,093.00
August	126,529.00	28,704.00	117,433.00	35,281.00	106,242.78	35,457.78
September	98,742.00	29,161.00	115,516.00	30,600.00	-	-
October	96,051.00	24,611.00	99,974.00	31,741.00	-	-
November	95,892.00	25,003.00	103,906.00	25,061.00	-	-
December	96,184.00	19,265.00	92,872.00	30,404.00	-	-
Total	1,214,317.00	285,040.00	1,240,460.00	346,227.00	816,025.78	246,288.78

	2017			2018		
	Gallons Purchased	Gallons Sold		Gallons Purchased	Gallons Sold	
January	8,110	6,518	80%	January	11,876	7,004 59%
February	7,580	5,080	67%	February	8,130	5,107 63%
March	8,154	6,211	76%	March	9,027	5,664 63%
April	8,059	7,243	90%	April	10,017	5,915 59%
May	8,762	7,938	91%	May	11,317	9,080 80%
June	10,375	8,906	86%	June	11,918	8,753 73%
July	10,812	10,596	98%	July	12,895	9,319 72%
August	10,902	6,954	64%	August	11,176	9,005 81%
September	9,236	6,507	70%	September	11,561	6,814 59%
October	9,540	6,131	64%	October	9,189	6,738 73%
November	7,265	6,057	83%	November	10,872	6,246 57%
December	8,752	7,935	91%	December	9,558	5,840 61%
Total	107,547	86,076	80%	Total	127,536	85,485 67%

	2017			2018		
	Gallons Purchased	Gallons Leaked		Gallons Purchased	Gallons Leaked	
January	8,110	1,221	15%	January	11,876	3,467 29%
February	7,580	1,875	25%	February	8,130	1,742 21%
March	8,154	1,348	17%	March	9,027	1,663 18%
April	8,059	533	7%	April	10,017	1,603 16%
May	8,762	569	6%	May	11,317	910 8%
June	10,375	1,282	12%	June	11,918	1,596 13%
July	10,812	(175)	-2%	July	12,895	1,714 13%
August	10,902	2,521	23%	August	11,176	1,438 13%
September	9,236	1,884	20%	September	11,561	1,557 13%
October	9,540	1,900	20%	October	9,189	1,270 14%
November	7,265	559	8%	November	10,872	2,126 20%
December	8,752	478	5%	December	9,558	1,843 19%
Total	107,547	13,995	13%	Total	127,536	20,929 16%

	2017			2018		
	Gallons Purchased	Gallons Flushed		Gallons Purchased	Gallons Flushed	
January	8,110	372	5%	January	11,876	1,405 12%
February	7,580	626	8%	February	8,130	1,280 16%
March	8,154	595	7%	March	9,027	1,700 19%
April	8,059	284	4%	April	10,017	2,500 25%
May	8,762	255	3%	May	11,317	1,326 12%
June	10,375	187	2%	June	11,918	1,570 13%
July	10,812	392	4%	July	12,895	1,863 14%
August	10,902	1,427	13%	August	11,176	733 7%
September	9,236	845	9%	September	11,561	3,190 28%
October	9,540	1,510	16%	October	9,189	1,182 13%
November	7,265	650	9%	November	10,872	2,500 23%
December	8,752	339	4%	December	9,558	1,875 20%
Total	107,547	7,482	7%	Total	127,536	21,124 17%

## Purchased Water vs. Sales vs. Leaked vs. Flushed

### 2017

	<b>Purchased Water</b>	<b>% Sold</b>	<b>% Leaked</b>	<b>% Flushed</b>	<b>\$ Value Sold</b>	<b>\$ Value Leaked</b>	<b>\$ Value Flushed</b>
January	\$ 23,946.00	80%	15%	5%	\$ 19,156.80	\$ 3,591.90	\$ 1,197.30
February	\$ 21,186.00	67%	25%	8%	\$ 14,194.62	\$ 5,296.50	\$ 1,694.88
March	\$ 20,257.00	76%	17%	7%	\$ 15,395.32	\$ 3,443.69	\$ 1,417.99
April	\$ 21,405.00	90%	7%	4%	\$ 19,264.50	\$ 1,498.35	\$ 856.20
May	\$ 21,117.00	91%	6%	3%	\$ 19,216.47	\$ 1,267.02	\$ 633.51
June	\$ 26,868.00	86%	12%	2%	\$ 23,106.48	\$ 3,224.16	\$ 537.36
July	\$ 23,517.00	98%	-2%	4%	\$ 23,046.66	\$ (470.34)	\$ 940.68
August	\$ 28,704.00	64%	23%	13%	\$ 18,370.56	\$ 6,601.92	\$ 3,731.52
September	\$ 29,161.00	70%	20%	9%	\$ 20,412.70	\$ 5,832.20	\$ 2,624.49
October	\$ 24,611.00	64%	20%	16%	\$ 15,751.04	\$ 4,922.20	\$ 3,937.76
November	\$ 25,003.00	83%	8%	9%	\$ 20,752.49	\$ 2,000.24	\$ 2,250.27
December	\$ 19,265.00	91%	5%	4%	\$ 17,531.15	\$ 963.25	\$ 770.60
<b>Total</b>	<b>\$ 285,040.00</b>	<b>80%</b>	<b>13%</b>	<b>7%</b>	<b>\$ 228,032.00</b>	<b>\$ 37,055.20</b>	<b>\$ 19,952.80</b>

### 2018

	<b>Purchased Water</b>	<b>% Sold</b>	<b>% Leaked</b>	<b>% Flushed</b>	<b>\$ Value Sold</b>	<b>\$ Value Leaked</b>	<b>\$ Value Flushed</b>
January	\$ 23,513.00	59%	29%	12%	\$ 13,872.67	\$ 6,818.77	\$ 2,821.56
February	31,667.00	63%	21%	16%	\$ 19,950.21	\$ 6,650.07	\$ 5,066.72
March	21,315.00	63%	18%	19%	\$ 13,428.45	\$ 3,836.70	\$ 4,049.85
April	24,215.00	59%	16%	25%	\$ 14,286.85	\$ 3,874.40	\$ 6,053.75
May	28,030.00	80%	8%	12%	\$ 22,424.00	\$ 2,242.40	\$ 3,363.60
June	30,983.00	73%	13%	13%	\$ 22,617.59	\$ 4,027.79	\$ 4,027.79
July	33,417.00	72%	13%	14%	\$ 24,060.24	\$ 4,344.21	\$ 4,678.38
August	35,281.00	81%	13%	7%	\$ 28,577.61	\$ 4,586.53	\$ 2,469.67
September	30,600.00	59%	13%	28%	\$ 18,054.00	\$ 3,978.00	\$ 8,568.00
October	31,741.00	73%	14%	13%	\$ 23,170.93	\$ 4,443.74	\$ 4,126.33
November	25,061.00	57%	20%	23%	\$ 14,284.77	\$ 5,012.20	\$ 5,764.03
December	30,404.00	61%	19%	20%	\$ 18,546.44	\$ 5,776.76	\$ 6,080.80
<b>Total</b>	<b>346,227.00</b>	<b>67%</b>	<b>16%</b>	<b>17%</b>	<b>\$ 231,972.09</b>	<b>\$ 55,396.32</b>	<b>\$ 58,858.59</b>

### 10 Year Comparison of Sales - Purchased Water - Labor Cost

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Sales	899,479	926,171	936,308	971,255	918,662	950,528	980,491	1,200,355	1,214,317	1,240,460
Purchased Water	279,601	297,812	293,508	307,711	285,072	299,829	331,824	335,435	285,040	346,227
Labor Cost	111,973	124,993	137,393	134,690	129,384	150,398	153,548	175,888	165,495	192,570
Purchased Water % of Sales	31%	32%	31%	32%	31%	32%	34%	28%	23%	28%
Labor Cost % of Sales	12%	13%	15%	14%	14%	16%	16%	15%	14%	16%



Employee Cost

Employee	Rate	Yearly Gross	Social Security	Medicare	Reitement	Insurance	Workers Comp	Unemployment	Total	Averaged Hourly Rate
Dixie Cayce	70,124.60	70,124.60	4,347.73	1,016.81	16,871.98	11,261.64	692.75	49.30	104,364.80	\$ 50.18
Vicki Duncan	18.43	38,334.40	2,376.73	555.85	9,223.26	11,261.64	692.75	49.30	62,493.93	\$ 30.05
Scott Wright	15.86	32,988.80	2,045.31	478.34	7,937.11	6,430.08	692.75	49.30	50,621.68	\$ 24.34

\*\*\*Workers Comp is based on 4 employees for total premium of \$2,771.01 (2,771.01/4)

\*\*\*Unemployment is based on 4 employees for a total of \$197.23 (197.23/4)

\*This is based on no overtime. 40 hours per week 2080 hours per year (40 hours x 52 weeks)

Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, October 8, 2019 at 8AM at the Water District Office.

Board members present:

Charles Murphy  
Chris Sutton  
Don Robertson

Others present:

Stacy Boone  
Marvin Wilson  
Mike Henson  
Scott Wright

Dixie Cayce  
Elaina Bond  
Vicki Duncan  
Johnny Walls

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present – Johnny Walls

**Motion to approve the September minutes. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Water Issues:**

Paul Jennings, Parkersville Rd (See Attached) Mr. Jennings did not show.

**Sewer Issues:**

None.

Mike gave an update on the infrastructure and new project improvements. He also provided the board with a formal proposal for a water rate study. (See Attached)

**A motion was made to accept the rate study proposal & to include the cost in with the project loan. Motion by Chris. Seconded by Charles. Motion passed.**

Elaina gave a report on the September financials. **Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

Managers' Report: (See Attached) Dixie reported that PSC sent a letter approving inspection on the sewer.

**Motion to approve managers' report. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

Old Business:

Suwanee Trailer Park: Johnny Walls was present to represent. A total of eleven meter sets. He has 5 vacant lots that will be additional for the future. He stated that there would be 3 new settings and 3 relocations and no taps required on the main. The cost will be Johnny's responsibility. The board asked Johnny to upgrade the meters. They will be his responsibility for 1 year, then the district will assume the responsibility. The district will obtain the customers when the last meter is set.

**A motion was made by Chris to approve this agreement. Seconded by Charles. Motion passed unanimously.**

Crittenden-Livingston: Dixie spoke with Ronnie the superintendent about the extra flushing. The board wants him to still send a letter to follow up their phone conversation.

New Business:

PWWD Rate Increase: See Attached Letter. They need to set a date for a meeting. The board is in agreement for the 22<sup>nd</sup> or 23<sup>rd</sup>.

The board reviewed the proposals from the Engineers for the new project. Two bids were put in, BFW and HDR.

**After reviewing & scoring the RFQ based on their statements of qualifications Chris made a motion to hire the Engineer with the highest score, HDR, for the new project. Seconded by Charles. Motion passed. (see attached score card)**

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign



Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Sept. 10, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual : Paul Jennings, Parkersville Rd.
  - B. Business: Kyle Fritts
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Suwanee Trailer Park
  - B.
- XIII. New Business
  - A. PWWD Rate Increase
  - B.
  - C.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
Oct. 8, 2019

Leaks:

Martins Chapel, Raintree, Tinsley Creek

Seasonal Flushing:

We are still flushing.

Employment Applications:



Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	16.3
MAY	-2.1
JUNE	14.8
JULY	10.6
AUGUST	19.9
SEPTEMBER	#DIV/0!
OCTOBER	#DIV/0!
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>15.8</b>

The highest water loss was  and occurred in the month of

The lowest water loss was  and occurred in the month of

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

Paul Jennings  
Parkersville Rd  
Eddyville, KY 42038

0012-00015-001

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09/16/2019-Mr. Jennings came in and wanted to know if we would unlock the meter for no fee. I told him that there was still a balance on the account of \$28.25 and that I had explained that to him in June and that there would be a \$50.00 unlock. He was not happy because we had locked him off in May of 2019 for non-payment, because he had always had a credit because he pays ahead. He also did not think it was right that we charge a minimum bill even though he used no water. He wanted to know if he could appeal this and I told him he was more than welcome to come to the next board meeting on Oct. 8, 2019. He said he would be here and he was going to bring an attorney. RM

06/06/2019-Mr. Jennings came in and was not happy because we locked him off. I explained to him that there had been no payment on the account since Feb because all of his credit was used up. He paid the amount due of \$82.25 and said he did not want the water turned back on. I explained to him that there would be a final bill due in July for service from 05/03/19-05/29/19 (when we locked the meter off). RM

## Lyon Co Water District Customer History Report

**Service Type** All  
**Code** All  
**Beginning Date** 09/01/2018  
**Ending Date** 09/16/2019

**Use Reading Factor**   
**Start Balance With Zero**   
**Print Breakdown By**  Transaction  Service  Taxes  Totals Only  
**Usage Service** None **Print Transaction in Descending Order**

History For Account 0012-00015-001 Jennings, Paul

Trn Date	Void	Post By	Code	Description	Check #	Amount	Unapplied	Balance
09/17/18		rmartin	101	Cash Payments		(\$100.00)	(\$100.00)	(\$149.50)
09/24/18		rmartin	WTB	Water Billing		\$25.75	\$0.00	(\$123.75)
09/24/18		rmartin	OVP	Apply Overpayment		\$0.00	\$25.75	(\$123.75)
10/24/18		rmartin	WTB	Water Billing		\$25.75	\$0.00	(\$98.00)
10/24/18		rmartin	OVP	Apply Overpayment		\$0.00	\$25.75	(\$98.00)
11/21/18		rmartin	WTB	Water Billing		\$25.75	\$0.00	(\$72.25)
11/21/18		rmartin	OVP	Apply Overpayment		\$0.00	\$25.75	(\$72.25)
12/20/18		rmartin	WTB	Water Billing		\$25.75	\$0.00	(\$46.50)
12/20/18		rmartin	OVP	Apply Overpayment		\$0.00	\$25.75	(\$46.50)
01/25/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	(\$20.75)
01/25/19		rmartin	OVP	Apply Overpayment		\$0.00	\$25.75	(\$20.75)
02/25/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	\$5.00
02/25/19		rmartin	OVP	Apply Overpayment		\$0.00	\$20.75	\$5.00
03/08/19		rmartin	101	Cash Payments		(\$5.00)	\$0.00	\$0.00
03/22/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	\$25.75
04/11/19		rmartin	PNB	Penalty Billing		\$2.50	\$0.00	\$28.25
04/25/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	\$54.00
05/13/19		rmartin	PNB	Penalty Billing		\$2.50	\$0.00	\$56.50
05/24/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	\$82.25
06/06/19		rmartin	101	Cash Payments		(\$82.25)	\$0.00	\$0.00
06/25/19		rmartin	WTB	Water Billing		\$25.75	\$0.00	\$25.75
07/11/19		rmartin	PNB	Penalty Billing		\$2.50	\$0.00	\$28.25
<b>Total For Selection</b>						<b>\$77.75</b>	<b>\$49.50</b>	<b>\$77.75</b>
<b>Ending Balance</b>						<b>\$28.25</b>	<b>\$0.00</b>	<b>\$28.25</b>

**Meeting to discuss rate increase**

dixie.cayce@att.../Inbox

**Tracy Musgove** <tracymusgove@bellsouth.net>

Oct 5 at 5:34 AM

To: jimmy.littlefield@att.net <jimmy.littlefield@att.net>, patfralick@gmail.com <patfralick@gmail.com>, dixie.cayce@att.net <dixie.cayce@att.net>, James Noel <jamesnoel@princetonwater.com>, Bob Hayes <hayesbp@bellsouth.net> more...

Sent from Mail for Windows 10

It has been 5 years since the last increase was implemented for wholesale water rates. Since that time, labor costs and retirement expenses in particular have increased significantly as have chemicals, lab fees, and electrical costs. This, coupled with increasing repairs to an aging system, constant pressure to reduce DBPs, and increased flushing to maintain water quality has led us to the point where a wholesale increase is critically needed.

Last October, I enlisted the help of professionals with the Environmental Finance Center at UNC Chapel Hill. Assessments of our system's financial stability and the affordability to our customer base were completed along with a rate study. Several rate scenarios were modeled and it became apparent that the declining block rate system no longer worked for a community such as Princeton with a declining population and industry base. A new rate structure needs to be implemented and I would like to propose a meeting for us to discuss what we feel needs to be done in order to insure the future financial viability of our system and the continued supply of quality drinking water to both Lyon and Caldwell Water Districts.

October 21<sup>st</sup>, 22<sup>nd</sup> or 23<sup>rd</sup> have been proposed as potential meeting dates. Please let me know which of these works for each of you and we will then arrange a time where all can be present.

Thank you in advance for your time.

Tracy B. Musgove

Director of Finance and Special Projects

Princeton Water & Wastewater

101 E. Market St. - P.O. Box 231

Princeton, KY 42445

office: (270) 365-9301 cell: (270) 339-2178

tracymusgove@bellsouth.net





October 7, 2019

Mr. Don Robertson  
Chairman  
Lyon County Water District  
5464 US 62  
Kuttawa, KY 42005

**RE: Water Rate Study**

Dear Mr. Robertson,

HDR appreciates the opportunity to provide the Lyon County Water District with this proposal for a Water Rate Study. This proposal outlines a scope and fee to provide an updated study to the Lyon County Water District. Please find below a scope of services for your consideration.

**1. Project Objectives:**

The Lyon County Water District Rate Study, will address the following objectives:

- User fees and charges are sufficient enough to meet the District's needs and reflect the true cost of service.
- Determine the Water District's cash needs and rates for services for operations, maintenance, replacement, capital projects and existing and future debt service.
- Maintain rates that align with required mandates and supports the objectives of the Water District.
- Determine what percent of funds should be allocated for day-to-day operations versus rehabilitation and or replacement of facilities.
- Develop a methodology to recover the costs from customers for system development.
- Review Wholesale Contracts that the Water District currently holds for purchasing water.

## 2. Project Approach:

- Perform a system analysis to determine the Water District's cash needs and rates for services and operations, maintenance, replacement and capital projects and debt service.
- Define a rate structure to recover the costs from customers for system development.
- Benchmark Lyon County rates to other similar water districts and municipalities.
- Provide preliminary and final reports that include recommendations for rate changes and/or methodology modifications.
- Present findings to the Water District.

HDR will perform the scope of work detailed and provided herein for a Lump Sum fee of **\$9,000**

We appreciate the opportunity to provide the Lyon County Water District with this proposal for engineering services. Given timely notice to proceed, we can begin immediately. If you should have questions, please do not hesitate to call.

Sincerely,  
HDR Engineering, Inc.



Michael A. Hansen, P.E.  
*Project Manager*



Ben R. Edelen, P.E., P.L.S.  
*Sr. Vice President/Area Manager*

*(Newspaper Advertisement)*

## **REQUEST FOR QUALIFICATIONS**

The Lyon County Water District (LCWD), Kuttawa, Kentucky, will retain a qualified engineering firm to provide planning, design, construction, and other required services for the Water System and Storage Tank Improvements Project. Funding sources for the project may include, but are not limited to, a KY Infrastructure Authority (KIA) Drinking Water State Revolving Fund Loan (DWSRF), and local funds. The LCWD will accept Statements of Qualifications (SOQs) from interested firms until 3:00 p.m. on September 27th, 2019. A packet containing information about the project and criteria which will be used to select the most qualified firm may be obtained by contacting Ryan Martin at 270-388-0271. SOQs will be submitted to: Don Robertson, Chairman, Lyon County Water District, PO Box 489, Kuttawa, KY 42055. The LCWD reserves the right to reject any and all submittals, to waive any technicalities, and to negotiate with the respondent that best meets the project requirements. The LCWD is not responsible or liable for any cost incurred by firms responding to this solicitation.

This solicitation for SOQs is being conducted to fulfill state/federal funding agency procurement requirements. The LCWD will adhere to the requirements, as they pertain to conditions of employment, to be observed under the contract: Section 3 of Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Executive Order 11246, Rehabilitation Act of 1973, Section 504 Handicapped and Age Discrimination Act of 1975 and the Anti-Kickback Act.

No person shall be excluded from participation in, denied benefits of or subject to discrimination in the implementation of this project on the grounds of race, color, national origin, sex or age. The LCWD is an Equal Opportunity Employer.

Don Robertson, Chairman

## REQUEST FOR STATEMENT OF QUALIFICATIONS

The Lyon County Water District (LCWD), Kuttawa, Kentucky, is accepting Statements of Qualifications (SOQs) from engineering firms for services to be performed relating to the planning, design, and construction and other related services for the Water System and Storage Tank Improvements Project. Services may also include funding assistance, environmental coordination, preliminary engineering report, cost estimates, preliminary design, final design, KDOW coordination, construction contract administration and resident representation during construction. Sources of funding for the Project may include, but are not limited to, a KY Infrastructure Authority (KIA) Drinking Water State Revolving Fund Loan (DWSRF), and local funds.

### DESCRIPTION OF WORK

This project relates to system improvements including storage tank rehabilitation and undersized line replacements. These improvements are scattered throughout the County. The water storage tank portion of the project involves maintenance and rehabilitation of the Lamasco glass lined standpipe and the Jack Thompson 100,000 gallon elevated tank. The KY 295 interconnect component will loop lines to allow the increase of circulation of water in the area to improve water quality. This will include an 8" PVC interconnect between KY 295 and KY 373, and also an 8" PVC interconnect between US 62 and KY 295. The Tinsley Creek Subdivision contains a 2" galvanized waterline that will be replaced by a larger size line. The final portion of this project is a replacement of a creek crossing near KY 274.

### DETERMINATION

In order to be considered, **SOQs must not exceed 50 pages and must be received prior to 4:00 p.m. on September 27th, 2019. Six hard copies of the SOQs are to be submitted. Faxed or electronic submittals will not be accepted. Submittals should be sealed and labeled "Statement of Qualifications for the Water System and Storage Tank Improvements Project."** All SOQs should be addressed to Don Robertson, Chairman, Lyon County Water District, PO Box 489, Kuttawa, KY 42055.

The LCWD reserves the right to reject any and all submittals, to waive any technicalities, and to negotiate with the respondent that best meets the project requirements. The LCWD is not responsible or liable for any costs incurred by firms responding to this solicitation.

SOQs should include the following information:

1. A summary of the firm's qualifications and capabilities available for this project.
2. A list of not less than ten (10) prior water main projects of similar size and complexity. The project descriptions should include all related planning, design and construction activities.
3. Identify specific personnel to be assigned to this project, including resumes of those persons detailing their experience on water main projects of similar size and complexity.
4. Describe the degree of familiarity and experience with, KIA DWSRF and other state/federal grant/loan programs.
5. Describe the firm's knowledge of the existing LCWD water system and familiarity with the proposed project.
6. A list of not less than five (5) references that may be contacted concerning previous performance on similar water main projects.

SOQs will be evaluated, on the basis of written materials submitted, by the LCWD Board of Commissioners. After the evaluations have been completed and the scores compiled, the LCWD will contact the highest-ranking firm and enter into negotiations with that firm. If the LCWD is unable to negotiate a satisfactory agreement, the second-ranked firm will be contacted. Once a firm has been selected, all unsuccessful firms will be promptly notified by letter.

This solicitation for SOQs is being conducted to fulfill state/federal funding agency procurement requirements. The LCWD will adhere to the requirements, as they pertain to conditions of employment, to be observed under the contract: Section 3 of Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Executive Order 11246, Rehabilitation Act of 1973, Section 504 Handicapped and Age Discrimination Act of 1975 and the Anti-Kickback Act.

No persons shall be excluded from participation in, denied benefits of, or subjected to discrimination in the implementation of this project on the ground of race, color, national origin, sex, age, or handicapped status.

## EVALUATION CRITERIA

All SOQs will be evaluated and awarded points based on the following criteria:

1.	Qualifications of the Firm	0 - 15
2.	Experience on Similar Projects	0 - 20
3.	Key Personnel Experience	0 - 20
4.	Experience with State/Federal Funding Agencies	0 - 10
5.	Familiarity with the Water System/Proposed Project	0 - 25
6.	References	<u>0 - 10</u>
TOTAL POINTS POSSIBLE		100

**Lyon County Water District  
 Consulting Engineer Evaluation Form  
 Water System and Storage Tank Improvements Project**

Firm	Qualifications of Firm (0 - 15)	Experience on Similar Projects (0 - 20)	Key Personnel (0 - 20)	Funding Agency Experience (0 - 10)	Familiarity with Existing System / Proposed Project (0 - 25)	References (0 - 10)	TOTAL POINTS (100)
BFW	15	20	20	10	5	5	75
HDR	15	20	20	10	25	10	100

W. S. Sutton, Secretary      10-8-19 Date  
 Signature of reviewer

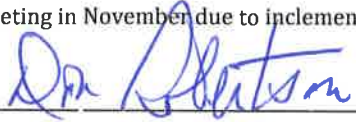
Lyon County Water District  
Minutes

Board members present:

Others present:

No meeting in November due to inclement weather.

Sign

A handwritten signature in blue ink, appearing to read "Dan Blanton", written over a horizontal line.



Lyon County Water District  
Minutes

The Lyon County Water District met in regular session on Tuesday, December 10, 2019 at 8AM at the Water District Office.

Board members present:	Others present:	
Charles Murphy	Stacy Boone	Dixie Cayce
Chris Sutton	Marvin Wilson	Elaina Bond
Don Robertson	Mike Henson	Cheryl Chino
	Scott Wright	

Meeting called to order by Don Robertson. Invocation gave by Charles Murphy.

Visitor present None

**Motion to approve the October minutes. Motion by Charles. Seconded by Chris. Motion passed unanimously.**

**Water Issues:**

Jeremy Hendrickson. Claims someone turned his water back on after he had winterized everything before they left. Board wants a written statement from the customer (see attached) and then the bill can be adjusted.

Bud Hastings: Rental Property: Adjust bill per board.

**Sewer Issues:**

None.

Mike gave an update on the new project going into effect. He provided the board with the engineering fees from HDR for the new project.

**A motion was made to approve the engineering fees and to move forward with HDR on the new project. Motion by Charles. Seconded by Chris. Motion passed.**

Elaina gave a report on the November financials. **Charles motioned to approve financial report, seconded by Chris. Motion passed unanimously.**

Elaina also presented budget amendments. See Attached.

**There was a motion to approve the budget amendments based on the accountant's decision. Motion by Chris. Seconded by Charles. Motion passed.**

Managers' Report: (See Attached)

**Motion to approve managers' report. Motion by Chris. Seconded by Charles. Motion passed unanimously.**

**Old Business:**

Suwanee Trailer Park: An update was given by Dixie that there are 12 customers and they are almost ready to start the meter sets.

PWWD Rate Increase: **Chris made a motion for Marvin to write a letter to object to the rate increase of Princeton Water. Seconded by Charles. Motion passed.**

**New Business:**

New Employee: David Anguish. The board stated his rate of pay will be \$12 per hour and that his employment is contingent upon a back ground check.

**Motion to adjourn. Motion made by Chris, second by Charles. Motion passed.**

Sign \_\_\_\_\_  


Lyon County Water District  
Minutes

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Sign \_\_\_\_\_

Lyon County Water District Board Meeting  
5464 Hwy. 62 West  
Kuttawa, Ky. 42055  
08:00am Dec. 10, 2019

- I. Call To Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Recognition of Visitors
- V. Approval of Minutes
- VI. Water Complaints
  - A. Individual :
  - B. Business:
- VII. Sewer Complaints
  - A. Individual
  - B. Business
- VIII. KIA Infrastructure Improvements
- IX. Rural Development Improvements
- X. Financial Report, Elaina Bond
- XI. Manager's Report
- XII. Old Business
  - A. Suwanee Trailer Park
  - B. PWWD Rate Increase
- XIII. New Business
  - A. New Employee
  - B.
  - C.
- XIV. Adjournment

Lyon County Water District  
Manager Report  
Dec. 10, 2019

Leaks:

Elkhorn Tavern, Dryden Creek, 1943, St Rt. 818, Lisanby Rd., Hillside Trail

Seasonal Flushing:

We are still flushing.

Employment Applications:



Dixie G. Cayce

# PUBLIC SERVICE COMMISSION

## Annual Water Loss Summary

Water Utility:

Lyon County Water District

For the Year:

2019

MONTH	WATER LOSS %
JANUARY	23.7
FEBRUARY	26.1
MARCH	20.3
APRIL	16.3
MAY	-2.1
JUNE	14.8
JULY	10.6
AUGUST	19.9
SEPTEMBER	16.9
OCTOBER	15.6
NOVEMBER	#DIV/0!
DECEMBER	#DIV/0!
<b>TOTAL ANNUAL WATER LOSS %</b>	<b>15.9</b>

The highest water loss was #DIV/0! and occurred in the month of #DIV/0!

The lowest water loss was #DIV/0! and occurred in the month of #DIV/0!

### LEGEND

Water Loss is less than 15%
Water Loss is between 15% - 30%
Water Loss is greater than 30%

## Elaina Bond

---

**From:** lyoncountyw24787@bellsouth.net  
**Sent:** Tuesday, December 10, 2019 10:23 AM  
**To:** Elaina Bond  
**Subject:** FW: Water bill

Statement for the leak adjustment for 190 Bath House Loop, Kuttawa. Jeremy Hendrickson

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

**From:** Shelly Hendrickson <shelly.hendrickson@icloud.com>  
**Sent:** Tuesday, December 10, 2019 10:12 AM  
**To:** lyoncountyw24787@bellsouth.net  
**Subject:** Water bill

Jeremy went to trailer on November 21 and noticed the water was running. The water had been turned off and disconnected from the trailer when we left for the summer. Our trailer has an outside hydrant so we assume someone turned the water on to use it and when nothing was coming out they didn't bother to turn the water back off at meter.

Thanks Shelly Hendrickson.  
Sent from my iPhone



December 8, 2019

Mr. Don Robertson  
Chairman  
Lyon County Water District  
5464 US 62  
Kuttawa, KY 42005

**RE: KIA System Improvements**

Dear Mr. Robertson,

HDR appreciates the opportunity to provide the Lyon County Water District with this proposal for engineering design, bidding, construction administration, and inspection services. In addition, we have included a fee to perform a Water & Sewer Rate Study. Please find below a scope of services for your consideration.

**Task 1 - Water and Sewer Rate Study:**

The Lyon County Water District Rate Study, will address the following objectives:

- User fees and charges are sufficient enough to meet the District's needs and reflect the true cost of service.
- Determine the Water District's cash needs and rates for services for operations, maintenance, replacement, capital projects and existing and future debt service.
- Maintain rates that align with required mandates and supports the objectives of the Water District.
- Determine what percent of funds should be allocated for day-to-day operations versus rehabilitation and or replacement of facilities.
- Develop a methodology to recover the costs from customers for system development.
- Review Wholesale Contracts that the Water District currently holds for purchasing water.

**Task 1 Approach:**

- Perform a complete system analysis to determine the Water District's cash needs and rates for services and operations, maintenance, replacement and capital projects and debt service.
- Define a rate structure to recover the costs from customers for system development.
- Benchmark Lyon County rates to other similar water districts and municipalities.
- Provide preliminary and final reports that include recommendations for rate changes and/or methodology modifications.
- Present findings to the Water District.

HDR will perform the scope of work detailed for Task 1 for a Lump Sum fee of **\$9,000**

**Task 2 – Tank Improvements**

**Lamasco Standpipe**

The Lamasco glass lined standpipe needs coating on the interior to mitigate a rust problem that was observed during inspections. In addition to coating the tank, a mixing system is proposed to be installed, along with work at the exterior valve vault to install a bypass valve for better control at the tank site. HDR has completed the design of these improvements, only bidding, construction administration, and inspection services will be required for this portion of Task 2.

**Jack Thompson Tank**

The Jack Thompson 100,000 gallon elevated storage tank needs coating on the interior and exterior per the latest inspection. As with the Lamasco project, HDR has completed the design of these improvements, so this project can be put out for bid immediately.

It would be our recommendation to bid both the tank projects as one bid package.

HDR will perform the scope of work detailed for Task 2 for a Lump Sum fee as broken down in the following way:

**Bidding = \$3,375**

**Construction Administration = \$6,750**

**Inspection Services = \$26,400**



### **Task 3 – Tinsley Creek Subdivision**

The Tinsley Creek Subdivision was constructed approximately 50/60 years ago near Lake Barkley. The subdivision is currently served by an undersized 2" galvanized waterline. This waterline is undersized and creates pressure and water quality issues. The proposed project will replace the undersized line with an adequately sized waterline. This portion of the overall project has not been designed and HDR will provide the completed survey, design and specifications needed for construction. In addition, HDR will provide bidding, construction administration and inspection services needed.

HDR will perform the scope of work detailed for Task 3 for a Lump Sum fee as broken down in the following way:

**Design = \$36,050**

**Bidding = \$5,150**

**Construction Administration = \$10,300**

**Inspection Services = \$37,000**

### **Task 4 – Interconnects**

The KY 295 interconnect projects will loop lines to allow the increase of circulation of water in the area and thereby improve water quality. This will include an 8" PVC interconnect between KY 295 & KY 373, and also an 8" PVC interconnect between US 62 and KY 295. The design of these interconnects are complete as well as all easements being procured.

The KY 373 to KY 295 Loop project is a project that loops a line that dead ends at the City of Eddyville's master meter valve. The line is also the first phase in allowing the Crittenden Livingston County Water District to serve the City of Kuttawa as a backup source or possibly a primary source. In addition the loop will allow additional water to be transmitted by the City of Eddyville to the City of Kuttawa as a backup water source.

The US 62 & KY 295 project provides another connection between the Lyon County Water District and the City of Kuttawa. Along with the KY 373 to KY 295 project described above, the project provides a means of allowing Kuttawa to receive water from the Crittenden Livingston County Water District and a higher volume feed from the City of Eddyville. The new feed will currently serve as a backup water supply for Kuttawa and could serve as Kuttawa's primary water supply in the event Kuttawa ceases operation of its water treatment plant.

These projects are part of an overall discussion regarding the proposed Lyon County consortium project. These projects primarily benefit the City of Kuttawa and Eddyville. Financial contribution from both municipalities would be expected to complete the project.

HDR will perform the scope of work detailed for Task 4 for a Lump Sum fee as broken down in the following way:

**Bidding = \$5,838**  
**Construction Administration = \$11,676**  
**Inspection Services = \$40,800**

**Task 5 – KY 274 Creek Crossing**

The final portion of this project is a replacement of a creek crossing near KY 274. Per water superintendent, Dixie Cayce, this line is very shallow and in danger of immediate failure. HDR will again provide construction drawings, specifications and all necessary permits for this portion of the project. In addition to the design, HDR will provide bidding, construction administration, and construction inspection services for this proposed project.

HDR will perform the scope of work detailed for Task 5 for a Lump Sum fee as broken down in the following way:

**Design = \$6,860**  
**Bidding = \$980**  
**Construction Administration = \$1,960**  
**Inspection Services = \$9,100**

The following table represents the fee breakdown by task:

Task Number	Design	Bidding	Construction Administration	Inspection Services	Total Fee
1 – Water and Sewer Rate Study	\$9,000				\$9,000
2 – Tank Improvements		\$3,375	\$6,750	\$26,400	\$36,525
3 – Tinsley Creek Subdivision	\$36,050	\$5,151	\$10,300	\$37,000	\$88,501
4 – Interconnects		\$5,838	\$11,676	\$40,800	\$58,314
5 – KY 274 Creek Crossing	\$6,860	\$980	\$1,960	\$9,100	\$18,900

Please note that our fees do not include and geotechnical services, environmental permits beyond a standard nationwide permit, or easement procurement. It is not anticipated that these services will be required for this project, but can be quoted upon request. In addition, it is assumed that the PADD office will provide all environmental documentation required by DOW and KIA.

We appreciate the opportunity to provide the Lyon County Water District with this proposal for engineering services. Given timely notice to proceed, we can begin immediately. If you should have questions, please do not hesitate to call.

Sincerely,  
HDR Engineering, Inc.



Michael A. Hansen, P.E.  
*Project Manager*



Ben R. Edelen, P.E., P.L.S.  
*Sr. Vice President/Area Manager*

PBC

Lyon County Water District  
Statement of Revenues and Expenses-Budget 2019

	2019 Budget	Current Balance	December Estimates	Estimated Total	Increase/Decrease Amendments	Updated Budget
<b>SALES</b>						
Reconnect Charges						
Miscellaneous Charges	600.00				-	600.00
Non-Utility Income	250.00				-	250.00
Residential Water Sales	1,200,000.00				115,000.00	1,315,000.00
Commercial Water Sales	85,000.00				15,000.00	100,000.00
Flat Rate Revenues - Gen Residential	14,000.00				-	14,000.00
Flat Rate Revenues - Gen Commercial	20,000.00				-	20,000.00
Less: Returns & Allowances	-				-	-
<b>Total Sales</b>	<u>1,319,850.00</u>				130,000.00	<u>1,449,850.00</u>
<b>Gross Profit</b>	<u>1,319,850.00</u>				130,000.00	<u>1,449,850.00</u>
<b>OPERATING EXPENSES</b>						
Salaries	192,000.00	173,247.43	12,500.00	185,747.43		192,000.00
Employee Dental Insurance	1,200.00	962.28	70.00	1,032.28		1,200.00
Employee Health Insurance	30,000.00	28,593.47	2,500.00	31,093.47	1,000.00	31,000.00
Employee Pension Expense	38,000.00	35,542.50	3,000.00	38,542.50	1,000.00	39,000.00
Depreciation	212,000.00	292,104.67	26,600.00	318,704.67	107,000.00	319,000.00
Sales Tax	-	-	-	-		-
Local School Tax	-	-	-	-		-
Payroll Tax Expense	14,500.00	13,141.72	1,100.00	14,241.72	-	14,500.00
PSC Assessment	2,500.00	2,426.34	-	2,426.34	-	2,500.00
Interest Expense	125,000.00	97,104.12	19,500.00	116,604.12	(3,500.00)	121,500.00
Purchased Water	325,000.00	343,630.13	32,000.00	375,630.13	55,000.00	380,000.00
Utilities & Phone	21,000.00	20,247.01	1,500.00	21,747.01	1,000.00	22,000.00
Materials & Supplies	90,000.00	80,823.79	8,500.00	89,323.79	-	90,000.00
Office Supplies	15,000.00	13,634.77	1,300.00	14,934.77	-	15,000.00
Replacement to Lines	25,500.00	12,495.50	2,000.00	14,495.50	(10,000.00)	15,500.00
Contract Services	15,000.00	1,400.00	500.00	1,900.00	(10,000.00)	5,000.00
Contract Labor	7,000.00	6,605.00	280.00	6,885.00	-	7,000.00
Professional Fees - Legal	2,500.00	2,040.00	200.00	2,240.00	-	2,500.00
Professional Fees - Accounting	85,000.00	72,700.00	6,345.00	79,045.00	-	85,000.00
Loan Cost Expense	-	450.00	-	450.00	-	-
Insurance & Bonds	25,000.00	23,679.56	-	23,679.56		25,000.00
Miscellaneous	50,000.00	47,600.08	4,500.00	52,100.08		50,000.00
Depreciation	22,000.00	19,885.36	1,807.00	21,692.36		22,000.00
Miscellaneous Supplies & Expense	15,000.00	14,185.88	1,200.00	15,385.88	1,000.00	16,000.00
<b>Total Operating Expenses</b>	<u>1,313,200.00</u>				142,500.00	<u>1,455,700.00</u>
<b>Operating Income (Loss)</b>	<u>6,650.00</u>				(12,500.00)	<u>(5,850.00)</u>
<b>OTHER INCOME</b>						
Intrest Earned	3,500.00	2,798.32	250.00	3,048.32	-	3,500.00
Proceeds From Contributed Capital	3,500.00					3,500.00
Proceeds From Grant Revenue	-					-
Gain on Sale of Assets	-					-
<b>Total Other Income (Loss)</b>	<u>7,000.00</u>				-	<u>7,000.00</u>
<b>Net Income (Loss)</b>	<u>13,650.00</u>				(12,500.00)	<u>1,150.00</u>

See Accountant's Compilation Report

Operations Change	39,000.00
Deprecation Change	107,000.00
Interest Exp Change	(3,500.00)
Interest Inc Change	-
<b>Total Change</b>	<b>142,500.00</b>