

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**ELECTRONIC APPLICATION OF )  
LYON COUNTY WATER DISTRICT )  
FOR CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY )  
TO REHABILITATE AND IMPROVE )  
TWO LYON COUNTY WATER )  
DISTRICT ELEVATED AND )  
STANDPIPE WATER STORAGE )  
TANKS TO IMPROVE A CREEK )  
WATERLINE CROSSING ON )  
KENTUCKY HIGHWAY 274 )  
AND TO UPGRADE AND )  
REPLACE CERTAIN WATER )  
SYSTEM LINES AND, )  
AUTHORIZATION TO )  
EXECUTE AN ASSISTANCE )  
AGREEMENT WITH THE )  
KENTUCKY INFRASTRUCTURE )  
AUTHORITY, AND AUTHORIZATION )  
TO DISBURSE SURCHARGE )  
PROCEEDS )**

**CASE NO. 2023-00096**

**APPLICATION**

Pursuant to KRS 278.020 and KRS 278.300, Lyon County Water District (LCWD), applies to the Public Service Commission (Commission) for a Certificate of Public Convenience and Necessity (Certificate) to rehabilitate and improve a LCWD elevated water storage tank located on Jack Thomason Road, (Jack Thomason Tank) to rehabilitate and improve a standpipe water distribution tank in

the Lamasco community (Lamasco Tank), to improve a waterline creek crossing at State Highway 274, and to upgrade two sections of water system lines, and for authorization to enter into an Assistance Agreement with the Kentucky Infrastructure Authority (KIA) to borrow an amount not to exceed \$2,094,675 to finance the water storage tank and rehabilitation and waterline upgrades, and for authorization to disburse certain proceeds from LCWD revenue or loan funds.

In support of this Application, LCWD provides the following:

**A. General Information**

1. The full name and post office address of the Lyon County Water District is:  
Lyon County Water District  
Post Office Box 489  
Kuttawa, Kentucky 42055
2. Copies of all orders, pleadings and other communication related to this proceeding should be directed to:

Mathew Blane, Superintendent  
Lyon County Water District  
Post Office Box 489  
Kuttawa, Kentucky 42055  
270/388-0271  
[blanemathewlcwd@gmail.com](mailto:blanemathewlcwd@gmail.com)

Marvin Lee Wilson  
Wilson Law Firm, PLLC  
Post Office Box 460  
Eddyville, Kentucky 42038  
270/388-9951  
Fax; 270/388-9992  
[mwilson@wlflegal.com](mailto:mwilson@wlflegal.com)

3. LCWD is not a corporation, limited liability company or partnership.
4. LCWD was created by the Lyon County Court on June 25, 1963. A copy of the creation document is attached hereto and labeled as **Exhibit 1**.
5. LCWD provides retail water service to 2,820 customers in Lyon County, Kentucky, and 87 customers in Caldwell County, Kentucky.
6. A copy of the action taken by LCWD's Board of Directors authorizing the herein addressed improvement, maintenance and repair projects, including the contract with HDR and the filing of this Application is attached hereto and labeled **Exhibit 2**.

#### **B. Background**

7. LCWD identified a leak situation on the elevated water storage tank located on Jack Thomason Road in Fall 2022. The leak was repaired by C & S Services, LLC on September 21, 2022. Attached and labeled **Exhibit 3** is a copy of the paid invoice for the repair. The LCWD implemented regular and continuous monitoring of the tank.
8. LCWD contacted contractor Jay Leslie Hoffman of Wet or Dry Tank Inspections Services, Inc. to address the leak. Recognizing there was a need to address the soundness of the tank standpipe the Board took action to have HDR

Engineering (HDR) evaluate the matter. HDR recommended bidding a tank rehabilitation project. HDR prepared the bid documents.<sup>1</sup>

9. LCWD also considered periodic inspection and maintenance work on the Lamasco standpipe tank as a preemptive measure.

10. HDR was requested to provide specifications on recommended work to be done on the Lamasco tank. The bidding for the Lamasco tank work was included in the bidding for the Jack Thomason tank.

11. LCWD maintains a proactive posture dealing with the dependability and serviceability of its waterlines system.

12. LCWD has identified a waterline creek crossing on State Highway 274 that is in need of replacement due to erosion.

13. LCWD has identified two sections of its waterlines system in need of replacement and upgrading. These sections are in Indian Hills and Tinsley Creek Bay subdivisions. The Indian Hills component of the project has some service lines containing lead. The Tinsley Creek Bay component of the project has ageing and deteriorating lines. Additionally, much of the Tinsley Creek Bay component is made up of main lines that cannot support required pressures to provide adequate water service to the customers.

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<sup>1</sup> HDR Project No. 10205112 construction documents project manual was previously provided to PSC by LCWD on or about October 2022.

14. The locations of the Thomason Road tank and the Lamasco tank, the Kentucky 274 crossing and the Indian Hills and Tinsley Creek Bay upgrade areas are depicted on four aerial photographs attached hereto and cumulatively labeled **Exhibit 4**.

15. On November 16, 2023, November 23, 2023 and November 30, 2023 in accordance with KRS 424.260, LCWD published in The Lyon County Herald Ledger an advertisement for bids on the Jack Thomason tank rehabilitation phase of the overall project. Copies of the affidavit of publication and tear sheets are attached and cumulatively labeled **Exhibit 5**.

16. LCWD received and opened two bids on the Jack Thomason tank and Lamasco tank projects. A copy of the certified bid tabulations is attached and labeled **Exhibit 6**.

17. After reviewing the bids, and after consideration of the recommendation received from HDR, LCWD took action to award the contract to Sam Estes Painting and Sandblasting, Inc. Copies of the project engineer's recommendation and LCWD Board minutes identifying said action is attached and labeled **Exhibit 7**.

18. The project engineer, HDR provided additional Construction Cost Estimates upon which the costs of the projects are based. A copy of the Summary of Construction Cost Estimates is attached and labeled **Exhibit 8**.

## **Certificate of Public Convenience and Necessity**

19. LCWD restates and incorporates the information contained in paragraphs 7 through 18 of this Application.

20. The proposed tank and waterline phases of this project are located in Lyon County Kentucky, and in the Lyon County Water District's territory. Copies of aerial photographs depicting the general location of the projects is attached. SEE **Exhibit 4.**

21. The proposed projects will not compete with that of another public utility. The purchase and installation of the materials necessary to complete all phases of this project will not result in the wasteful duplication of utility facilities or inefficient investment.

22. A detailed description and specification for the entire project is set out in the general requirements and specifications HDR documents attached and labeled **Exhibit 9.**

23. No franchises, permits, easements, land acquisitions, or regulatory approvals will be required for any phase of this project.

24. LCWD owns the property where the water tanks are located and LCWD has access to said properties from public roads.

25. The total estimated cost of the Jack Thomason Tank and Lamasco Tank rehabilitation is \$294,630, based on the Sam Estes Painting and Sandblasting, Inc. bid.

26. The total estimated cost of the balance of the project, inclusive of the estimated contingency, is \$1,800,045.00 based on the project engineer's estimates. (see **Exhibit 8.**)

27. LCWD proposes to finance the cost through an Assistance Agreement with KIA through which LCWD will borrow up to \$2,094,675.00.

28. There is no additional annual cost for the continued operation of the rehabilitated water tanks and upgraded waterlines.

#### **Authorization to Enter Assistance Agreement**

29. LCWD restates and incorporates the information contained in paragraphs 7 through 28 of this Application.

30. A description of Lyon County Water District's water system and its property, stated at original cost by accounts, is contained in *Annual Report of Lyon County Water District to the Public Service Commission for the Year Ending December 31, 2022* ("2022 Annual Report"), of which Lyon County Water District has previously filed with the Commission and which is incorporated by reference into this Application. The accountant's Audit for year ending December 31, 2022 is not

yet available. Attached, labeled **Exhibit 10**, is a copy of the Audit for year ending December 31, 2021.

31. LCWD does not propose to issue any stock or bonds.

32. LCWD proposes to enter into an Assistance Agreement with KIA to borrow an amount not to exceed \$2,094,675.00. The proposed loan will bear interest at the rate of 2.50% per annum and will be payable over a period not to exceed 20 years from the date of the last draw of the loan proceeds. In addition to interest, LCWD will be required to pay a loan servicing fee of 0.25% of the outstanding loan as a part of each interest payment. The Assistance Agreement will be secured by a pledge of Lyon County Water District's revenues.

33. The Kentucky Infrastructure Authority issued a letter approving this project on February 10, 2020. A copy of said letter is attached and labeled **Exhibit 11**.

34. The proceeds from the proposed loan will finance the proposed projects set out in I this application.

35. No real property will be acquired with proceeds from the Assistance Agreement.

36. No proceeds from the Assistance Agreement will be used to refund outstanding obligations.

37. A copy of Lyon County Water District's written notification to State Local Debt Officer is attached and labeled **Exhibit 12**.



38. For the twelve month period ending December 31, 2022, Lyon County Water District had less than \$5,000,000 in gross annual revenues.

39. Pursuant to 807 KAR 5:001, §18(2)(a), the following information is provided:

40. Lyon County Water District's 2022 Annual Report is incorporated by reference into this Application. LCWD also incorporates into this Application its audited financial statements for the year ending December 31, 2022, which has previously been filed with the commission.

41. No material changes have occurred in Lyon County Water District's financial condition since December 31, 2022.

42. LCWD is not authorized to issue any stock.

43. There are no trust deeds or mortgages.

44. Plans and maps of the proposed project are attached as Exhibits attached to this application.

45. Detailed specifications and descriptions of the project are found at **Exhibit 9.**

46. The proposed loan will not require LCWD to seek an adjustment of its rates for service.

47. Lyon County Water District's execution of an Assistance Agreement with KIA to borrow \$2,094,675.00 is for a lawful objective within Lyon County Water

District's purposes, is necessary, appropriate for, and consistent with Lyon County Water District's proper performance of its service to the public. It will not impair Lyon County Water District' ability to perform that service and is reasonably necessary and appropriate for such purpose.

48. If the Commission grants a Certificate authorizing LCWD to disburse to KIA or KIA's designated agent from the account containing the proceeds amounts necessary to make the debt service payments under the proposed Assistance Agreement. Such authorization will eliminate the need to LCWD to obtain separate Commission approval of individual project expenses and of each scheduled principal and interest payment.

### **Conclusion**

WHEREFORE, Lyon County Water District requests that the Commission:

1. Place this application at the head of the Commission's docket as KRS 278.300(2) requires;
2. Enter an order that
  - a. Grants a Certificate of Public Convenience and Necessity to Lyon County Water District to rehabilitate and improve the Jack Thomason Road water tower and the Lamasco water tower, and upgrade and replace waterlines in the Indian Hills and Tinsley Creek Bay subdivisions.;

b. Authorizes Lyon County Water District to enter into and execute an Assistance Agreement with KIA and to borrow a sum no greater than \$2,094,675.00.

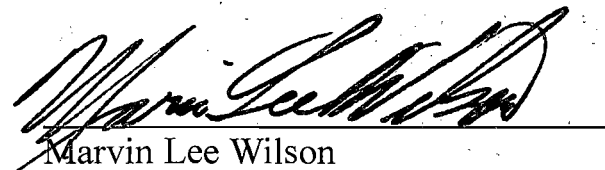
c. Authorizes Lyon County Water District to disburse to KIA or KIA's designated agent from the loan proceeds amounts necessary to make the debt service payments under the proposed Assistance Agreement at the times prescribed by the Assistance Agreement; and

d. Grants the relief requested above without holding an evidentiary hearing in this matter and within 30 days of the filing of this Application; and

3. Grant any and all such other relief to which Lyon County Water District may be entitled.

RESPECTFULLY SUBMITTED,

**Wilson Law Firm, PLLC**

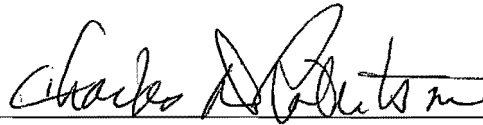


Marvin Lee Wilson  
Post Office Box 460  
Eddyville, Kentucky 42038  
270/388-9951  
Fax: 270/388-9992  
[mwilson@wlflegal.com](mailto:mwilson@wlflegal.com)

STATE OF KENTUCKY  
COUNTY OF LYON

The undersigned, Charles D. Robertson, being duly sworn, deposes and states that he is the Chairman of the Lyon County Water District, the Applicant in the above proceedings; that he has read this Application and has noted his contents; that the same is true of his own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, he believed same to be true.

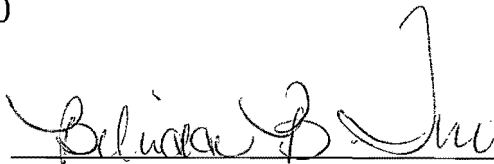
IN WITNESS WHEREOF, witness the signature of the undersigned on this the 15<sup>th</sup> day of May, 2023.



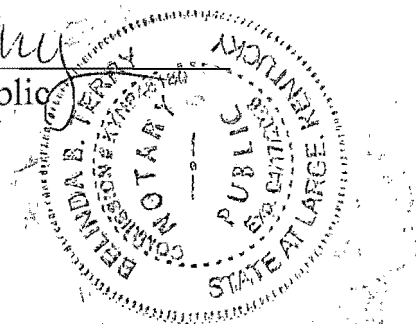
Charles D. Robertson  
Chairman, Board of Commissioners  
Lyon County Water District

Subscribed and sworn to before me by Charles D. Robertson in his capacity a Chairman of the Lyon County Water District this the 15<sup>th</sup> day of May, 2023.

My Commission expires: April 17, 2026  
Commission ID number: KYNP48180



Belinda B. Terry, Notary Public



## FILING REQUIREMENTS

### FILING REQUIREMENTS FOR AN APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Source Authority	Requirement	Location
807 KAR 5:001, § 14(1)	Applicant's name, mailing address and e-mail address	Page 2, ¶ 1
807 KAR 5:001, § 14(1)	Statutory Reference – KRS 278.020	Page 1
807 KAR 5:001, § 4(3)	Signature of Applicant's Attorney	Page 11
807 KAR 5:001, § 4(3)	Name Address, Telephone Number, Fax Number, and e-mail address of Applicant's Attorney	Page 2 and Page 11
807 KAR 5:001, § 14(2)	If Applicant is corporation: State and date of incorporation, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, N/A
807 KAR 5:001, § 14(3)	If Applicant is a limited liability company: State and date of organization, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, N/A
807 KAR 5:001, § 14(4)	If the Applicant is a limited partnership: a certified copy of limited partnership agreement and all amendments or statement identifying prior Commission proceedings in which limited partnership agreement and all amendments filed	Page 3, N/A
807 KAR 5:001, § 15(2)(a)	The facts relied upon to show that the public convenience and necessity requires the proposed construction	Pages 3-5, ¶ 7-18
807 KAR 5:001, § 15(2)(b)	Copies of franchises or permits for the proposed construction or extension	Page 6, ¶ 23, N/A
807 KAR 5:001, § 15(2)(c)	A full description of the proposed location, route, or routes of the proposed construction or extension, including a description of the manner in which same will be constructed, and the names of all public utilities, corporations, or persons with whom the proposed construction or extension is likely to compete	Page 3, ¶ 14 Exhibit 9 Page 6, ¶ 20 Exhibit 4
807 KAR 5:001, § 15(2)(d)1	Maps to suitable scale showing the location or route of the proposed construction or extension, as well as the location to scale of the facilities owned by others located anywhere within the map area with adequate identification as to the ownership of the other facilities (Only one copy submitted pursuant to 807 KAR 5:001, Section 8)	Page 6, ¶ 21
807 KAR 5:001, § 15(2)(d)2	Plans and specifications and drawings of the proposed plant, equipment, and facilities	Page 6, ¶ 22 Exhibit 9

Source Authority	Requirement	Location
807 KAR 5:001, § 15(2)(e)	The manner in detail in which the Applicant proposes to finance the proposed construction or extension.	Page 7, ¶ 25-27
807 KAR 5:001, § 15(2)(f)	An estimated annual cost of operation after the proposed facilities are placed in service	Page 7, ¶ 28
807 KAR 5:001, § 4(13)	Engineering plans, specifications, drawings, plats and reports for the proposed construction or extension prepared by a registered engineer, must be signed, sealed, and dated by an engineer registered in Kentucky	Exhibit 9

**FILING REQUIREMENTS FOR AN APPLICATION FOR A  
AUTHORITY TO ISSUE EVIDENCE OF INDEBTEDNESS**

<b>Source Authority</b>	<b>Requirement</b>	<b>Location</b>
807 KAR 5:001, § 14(1)	Applicant's name, mailing address and e-mail address	Page 2, ¶ 2
807 KAR 5:001, § 14(1)	Statutory Reference – KRS 278.020	Page 1
807 KAR 5:001, § 4(3)	Signature of Applicant's Attorney	
807 KAR 5:001, § 4(3)	Name Address, Telephone Number, Fax Number, and e-mail address of Applicant's Attorney	Page 11
807 KAR 5:001, § 14(2)	If Applicant is corporation: State and date of incorporation, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, N/A
807 KAR 5:001, § 14(3)	If Applicant is a limited liability company: State and date of organization, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, N/A
807 KAR 5:001, § 14(4)	If the Applicant is a limited partnership: a certified copy of limited partnership agreement and all amendments or statement identifying prior Commission proceedings in which limited partnership agreement and all amendments filed	Page 3, N/A
KRS 278.300(2)	Application is made under oath and signed on utility's behalf by its president, or by a vice president, auditor, comptroller or other executive officer having knowledge of the matters set forth and duly designated by the utility	Page 12
807 KAR 5:001, § 18(1)(a)	Information required by 807 KAR 5:001, § 14	See above
807 KAR 5:001, § 18(1)(b)	Description of Applicant's property and the field of its operation	Page 3
807 KAR 5:001, § 18(1)(c)	Description of amount and kinds of stock to be issued	Page 8, N/A
807 KAR 5:001, § 18(1)(c)	Description of amount, terms and interest rate of bond or note	Page 8, ¶ 32
807 KAR 5:001, § 18(1)(c)	Description of how bond or note will be secured	Page 8, ¶ 32
807 KAR 5:001, § 18(1)(d)	Statement of how proceeds are to be used	Page 8, ¶ 34
807 KAR 5:001, § 18(1)(e)	If proceeds will be used to acquire, construct, improve, or extend property: a detailed description of property and all contracts	Page 6
807 KAR 5:001, § 18(1)(f)	Requirements if proceeds are to refund outstanding obligations	Page 8, ¶ 36
807 KAR 5:001, § 18(1)(g)	Applicant's written notification to state local debt officer regarding proposed issuance	Page 8, ¶ 37 Exhibit 12
807 KAR 5:001, § 18(2)(a) 807 KAR 5:001, § 12(1)(b)	Financial Exhibit	Page 9, ¶ 39

<b>Source Authority</b>	<b>Requirement</b>	<b>Location</b>
807 KAR 5:001, § 18(2)(b)	Copies of trust deeds or mortgages	Page 9, ¶ 43
807 KAR 5:001, § 12(2)(c)	If property acquired: maps and plans of property	Page 5, ¶ 14
807 KAR 5:001, § 12(2)(c)	If property acquired: detailed estimates by USoA account number	Page 8, ¶ 35



# Exhibits

## TABLE OF EXHIBITS

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
1	Copy of the creation document for Lyon County Water District
2	Copy of the minutes memorializing the action taken by Lyon County Water District to proceed with taking steps necessary to secure funds and complete water tank and waterline repairs and upgrades; and copy of the project contract with HDR Engineering, Inc.
3	Paid invoice and receipt for the initial repair to the Jack Thomason tank.
4	Aerial photographs showing the locations of the tank and waterline projects.
5	Publication affidavit and tear sheets showing the advertisements for bids on the water tank projects.
6	Certified bid tabulations on the water tank project bids.
7	Engineer's recommendation on the bids for the water tank projects.
8	Engineer's construction cost estimates on the tank and waterline components of the overall project.
9	Engineer's General Requirements and Specifications on the tank and waterline components of the overall project.
10	Audit for the year ending December 31, 2021.
11	Kentucky Infrastructure Authority project letter of commitment.
12	Notification of intent to finance and application for debt approval.

# Exhibit 1

LYON COUNTY COURT

JUNE 25, 1963

IN RE: CREATION OF LYON COUNTY WATER DISTRICT

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

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

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

/s/ Francis W. Utley  
Judge, Lyon County Court

STATE OF KENTUCKY  
COUNTY OF LYON

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

Given under my hand and seal this 25th day of July, 1966.

*Jane DeFew*  
LYON COUNTY CLERK

## Exhibit 2

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.**

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.

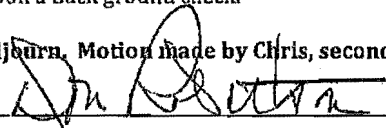
PWWD Rate Increase: **Chris made a motion for Marvin to write a letter to object to the rate increase of Princeton Water. Seconded by Charles. Motion passed.**

**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 \_\_\_\_\_



**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 13<sup>th</sup> day of December, 2019, between **LYON COUNTY WATER DISTRICT** ("OWNER"), with offices at 5464 US 62, Kuttawa, KY 42005, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as **KIA SYSTEM IMPROVEMENTS** ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on a Lump Sum basis. The amount of the lump sum is **Two Hundred Eleven Thousand Two Hundred Forty Dollars (\$211,240)**.

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

\* 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.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

#### **SECTION VI. SPECIAL PROVISIONS**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LYON COUNTY WATER DISTRICT  
"OWNER"

BY: Don Robertson

NAME: Don Robertson

TITLE: Chairman

ADDRESS: 5464 US 62  
Kuttawa, KY 42005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: Ben R. Edelen

NAME: Ben R. Edelen, PE, PLS

TITLE: Sr. Vice President/Area Mgr

ADDRESS: 2517 Sir Barton Way  
Lexington, KY 40509

**EXHIBIT A**

**SCOPE OF SERVICES**



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**

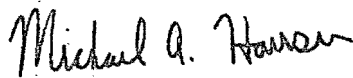
The following table represents the fee breakdown by task:

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

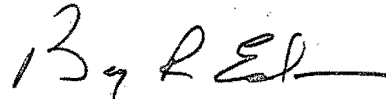
Please note that our fees do not include and geotechnical services, environmental permits beyond a standard nationwide permit, or easement procurement. It is not anticipated that these services will be required for this project, but can be quoted upon request. In addition, it is assumed that the PADD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

**EXHIBIT B**

**TERMS AND CONDITIONS**



## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those

set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

## Exhibit 3

# INVOICE

C & S Quality Services, LLC

1042 Forest Hill  
Lawrenceburg, KY 40342  
859-265-0907  
k.covrens@csqonline.com

INVOICE NO. 22-17  
DATE 9/21/2022  
CUSTOMER ID LCWD  
PURCHASE ORDER #

TO Lyon County Water District  
5464 US 62  
Kuttawa, KY 42055

JOB Water Tank Leak Repair

TERMS Net 30

DESCRIPTION	TOTAL
Repair Leak in water storage tank	\$4,000.00
TOTAL DUE	\$4,000.00

Thank You for your Business!

Submitted By	<i>Jeff Hildebrandt</i> Jeff Hildebrandt
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
MAB 9/21/22

## Exhibit 4

# Thomason Tank

Lyon Co. Water District Thomason Tank

## Legend

 37°06'13.9"N 88°08'05.5"W





# Lamasco Tank

Lyon Co. Water District Lamasco Tank

## Legend

36°59'12.3"N 87°57'13.0"W

36°59'12.3"N 87°57'13.0"W

Lamasco

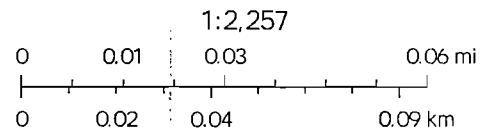






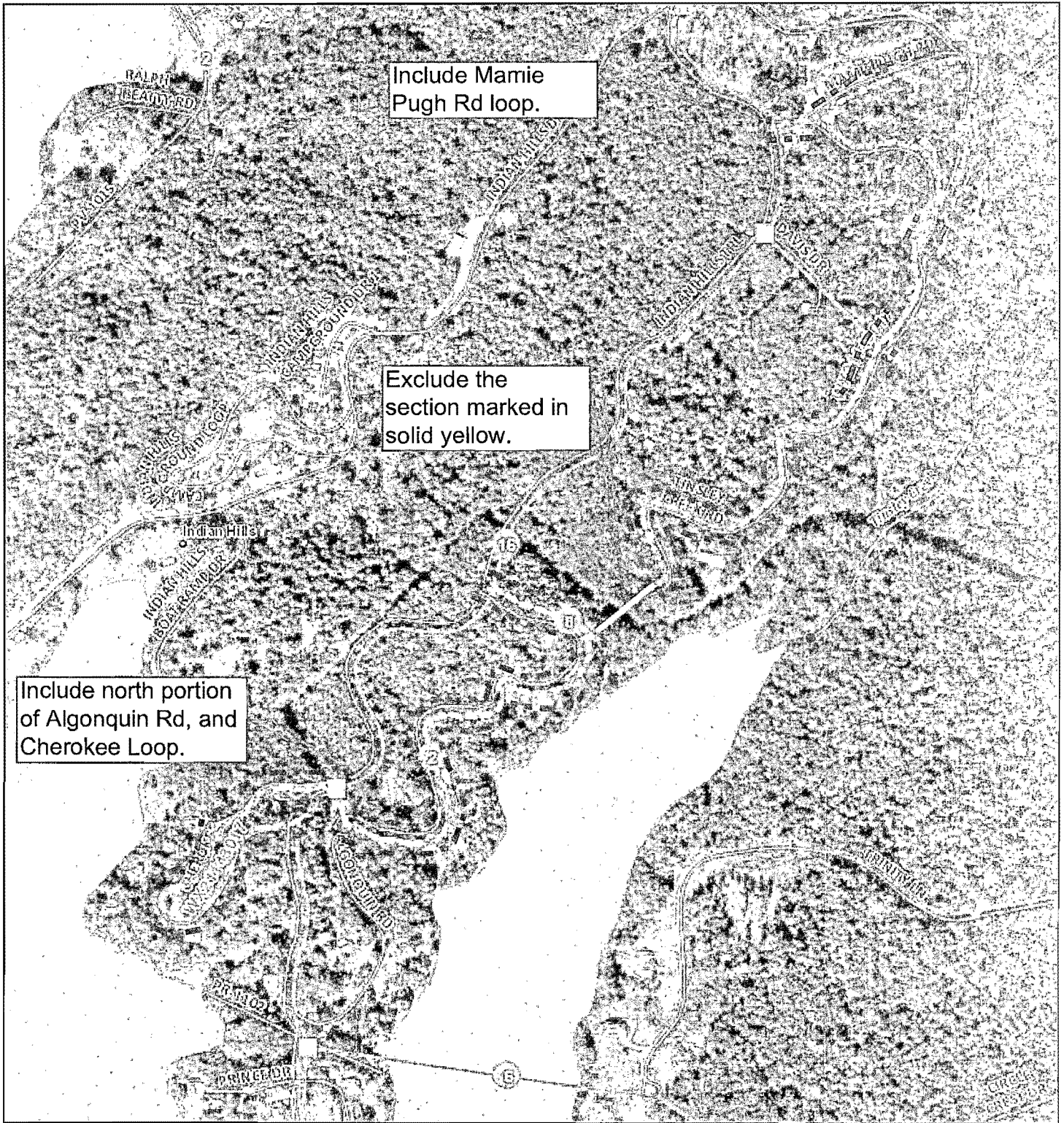
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- Proposed Water Extensions
- Water Lines
- Non-Community Points
- Proposed Water Improvements
- Well Sources
- Water Treatment Plants
- Water Tanks
- Pump Stations
- Water Meters
- Surface and Spring Sources
- Purchase Sources
- Water Pumps















Kentucky Infrastructure Authority (KIA), Kentucky Division of Geographic Information (DGI), Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA

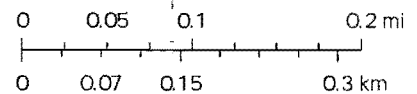
Web AppBuilder for ArcGIS



6/24/2022, 9:21:03 AM

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- |                                                                                                              |                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|  Water Lines               |  Water Meters                |
|  Proposed Water Extensions |  Surface and Spring Sources  |
|  Well Sources              |  Purchase Sources            |
|  Water Treatment Plants    |  Water Pumps                 |
|  Water Tanks               |  Non-Community Points        |
|  Pump Stations             |  Proposed Water Improvements |



Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, METANASA, EPA, USDA, Kentucky Infrastructure Authority (KIA), Kentucky Division of Geographic Information (DGI)

Web AppBuilder for ArcGIS

## Exhibit 5

I, Shelia Brennan, office manager of the Herald Ledger, a newspaper of general circulation, published in the City of Eddyville, County of Lyon, State of Kentucky, do hereby affirm this legal advertisement emailed electronically to your company was published in the Nov. 16, 2022, Nov. 23, 2022, and Nov. 30, 2022 editions of the Herald Ledger per electronic tear sheets attached to this email.

Shelia Brennan

Shelia Brennan

3/10/2023

Subscribed and sworn to me, a Notary Public within the State and County aforesaid, by Shelia Brennan, to me personally known, this 3rd day of March 2023

My Commission expires the 14<sup>th</sup> day of June (year) 2025

County of Caldwell Notary Public Rachel Chandler #KYMP31433

RACHELA A. CHANDLER  
NOTARY PUBLIC  
STATE AT LARGE KENTUCKY  
#KYMP31433  
MY COMMISSION EXPIRES JUNE 14, 2025

# Mercy Health-Lourdes plans new cancer center

BY HANNAH SAAD  
HSAAD@PADUCAHSUN.COM

**PADUCAH** — Mercy Health-Lourdes Hospital plans to build a new \$12.5 million, 19,000 square foot facility to serve as a full-service cancer center for all of the hospital's oncology-related services, officials announced last week.

The new comprehensive, full-service cancer center is being designed to house all of the cancer treatment and oncology patient services the hospital offers all under one roof, as opposed to its current setup throughout the Mercy Health-Lourdes Hospital campus.

This new center is planned for the open space in between Lourdes Hospital and the Paducah Medical Pavilion on Lone Oak Road in Paducah. Mercy Health has scheduled groundbreaking for the new cancer center for Dec. 13, and anticipates construction being completed during the second quarter of 2024.

"We have a very, very busy cancer program at Mercy Health-Lourdes Hospital. This is going to allow us to consolidate all of our services into one convenient location for patients to get care," Mercy Health-Lourdes Hospital Oncology Service Line Director John Montville told The Paducah Sun.

The planned cancer center will provide medical practice space for three medical oncologists/hematologists and three advanced practice providers working from 21 exam rooms and one procedure room. There will also be an infusion room with 22 infusion bays that allows for flexible configurations; an oncology pharmacy and



DIGITAL RENDERING COURTESY OF MERCY HEALTH-LOURDES HOSPITAL  
This digital rendering shows a layout for part of the new Mercy Health-Lourdes Hospital cancer center, a \$12.5 million project. The 19,000-square-foot facility is scheduled to be completed in mid-2024.

laboratory; a community resource room; a prayer and meditation room; and space for all integrative and ancillary cancer services like oncology nurse navigation, oncology social workers, oncology financial counselors and other oncology-related support services.

For Montville, this new cancer center is one way the hospital can keep patients and the comfort of patients at the forefront of Mercy Health-Lourdes Hospital's mission. Patients battling cancer often sacrifice control over many elements of their lives to doctors and medical professionals to

help get the best treatment, Montville said. His goal for the new cancer center is to provide a patient-centric environment.

"We're trying to focus heavily on making patients who have to access these services as comfortable as possible, putting them in an environment where they're comfortable, they're not overwhelmed, and they can have some control over their disease and their disease course," Montville said.

Looking for ways to incorporate sustainable energy in its practices, Mercy Health-Lourdes Hospital's cancer center will also be Bon Sec-

ours Mercy Health's first facility in its network that will have a geothermal system, which uses heat from within the earth to act as a heating and cooling system.

Mercy Health-Lourdes Hospital Chief Operating Officer Rick Goins said while the geothermal system costs more up front than a typical heating and cooling system, it should cost less over time to maintain and manage because it will use less energy over time.

"It will be a good way for Bon Secours Mercy Health to really get a sense of how well this works, as well as what kind of energy sav-

ings and energy consumption reduction we can really achieve," Goins said.

Champein Architecture is the project's architect, and Ray Black & Son is the project's construction firm. A virtual walkthrough of the cancer center is available on YouTube at [youtu.be/watch?v=RyefymS-Ino](https://youtu.be/watch?v=RyefymS-Ino).

A full list of Mercy Health oncology services it offers is available at [mercy.com/health-care-services/cancer-care-oncology](https://mercy.com/health-care-services/cancer-care-oncology).

Follow Hannah Saad on Twitter: @ByHannahSaad or on Facebook at [facebook.com/hannahsaadpaducahsun](https://facebook.com/hannahsaadpaducahsun).

## THE CLASSIFIED SECTION

CALL 270-601-4115 TO PLACE AN AD!

**ADVERTISEMENTS FOR BIOS**  
Lyon County Water District  
Contract III Tank Improvements  
Kuttawa, Kentucky

A mandatory Pre-Bid Conference and site visit will be held 22 November 2022 @ 10:00am CDT. The conference will commence at Lyon County Water District, at 5464 US-62, Kuttawa, Kentucky 42055, and will include a site visit to both Tank Sites.

Separate sealed bids will be received for Contract III Water Tank Improvements by the Owner, Lyon County Water District, at 5464 US-62, Kuttawa, Kentucky 42055 until 1:00 pm CDT on December 6th, 2022. Bids will then be opened and read aloud at this location, at that time.

This project consists of rehabilitation and improvements for two existing water storage tanks. The Lamsaco Tank is a 189,000-gallon standing water storage tank located along KY Highway 53 in Lamsaco, Kentucky and the Jack Thompson Tank is a 100,000-gallon elevated water storage tank located in Eddyville, Kentucky. Work to be performed includes, but is not limited to, repair, cleaning, and painting of the Jack Thompson Tank, as well as the installation of a mixing system, anti-corrosion system, and absolute valve assembly at the Lamsaco Tank, and all other work required in accordance with the Contract Documents.

Bidding documents may be obtained from:  
• Paducah Blueprint and Supply Co., Inc.  
999 Broadway St., Paducah, Kentucky 42001  
270-444-6171

All bidders shall submit with their bid an acceptable bid bond or a certified check in the amount of five percent (5%) of the bid, payable to the Owner.

The Owner reserves the right to waive any informalities or to reject any and all bids. No bidder may withdraw their bid within 30 days after the date of the bid opening.

The award of this project will be to the lowest, responsive, responsible bidder.

This project is funded with funds provided by the Kentucky Drinking Water State Revolving Fund (BRP) with federal funds provided by the Environmental Protection Agency. SRF requirements (including American Iron and Steel and Davis-Bacon) and provisions must be met by the Bidder and all subcontractors.

Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits the discrimination in employment regarding race, creed, color, sex or national origin. The project shall be in compliance with Executive Order 11246 as amended. All contractor/subcontractors shall comply with 41 CFR 60-4. In regard to affirmative action, to ensure equal opportunity to females and minorities and will apply the timetables and goals set forth in 41 CFR 60-4.

Small and Disadvantaged Business Enterprises are encouraged to bid on this project. Lyon County Water District is an Equal Opportunity Employer.

Honorable Chairman  
Don Robertson

**YOU'LL JUMP FOR JOY OVER THESE LOW BID DEALS!**

**EXTRA, EXTRA! Read All About It! IN THE CLASSIFIEDS**

**Too Much Savings to Measure**

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

**INVITATION TO BID**  
**RECEIPT OF PROPOSALS:** The City of Eddyville will receive bids for the Water Metering System Improvements project until 11:00 am (local time) Wednesday, November 30, 2022, in Eddyville City Hall, 153 Main Street, Eddyville, KY 42038, at which time all bids will be publicly opened and read aloud.

**PROJECT:** Includes material supply and installation of approximately 1,200, 5/8" x 3/4" ultrasonic water meters, 30, 1" ultrasonic water meters, 40, 2" ultrasonic water meters, 2, 4" ultrasonic water meters, and 2, 6" ultrasonic water meters, complete with electronic encoders and fully functional radio read system.

**OBTAINING CONTRACT DOCUMENTS:** Electronic copies of bid documents may be obtained from the City of Eddyville at the address listed above at no charge. Contact City Hall at 270-388-2228 or email [eddyville@vc.net](mailto:eddyville@vc.net) for copies of the bid documents.

**OWNER'S RIGHTS RESERVED:** The City of Eddyville reserves the right to reject any or all bids or waive any informalities in the bidding. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City of Eddyville.

CITY OF EDDYVILLE, KY  
By: John Choat  
Title: Mayor

**0900 LEGALS**

**PROBATE LEGAL NOTICE**  
published 11/16/2022  
Fiduciary appointment & date:  
Anyone holding claims or owing the estate will be required to present same, properly proven no later than six months of the appointment date and make settlement with the estate.  
09/28/22:  
22-P-00074 Estate of Anthony Ray Gentry, Unincorporated, Kathy Timmons, 108 N Highland Ave., Princeton, KY 42445, Administratrix, Lincoln Cheat Attorney, PO Box 890, Eddyville, KY 42038  
10/03/22:  
22-P-00079 Estate of Patricia Molloy Travis, a/k/a Patricia E. Molloy, 193 Melloy Road, Kuttawa, KY 42055, Melloy Gray, 1159 Gray Farm Road, Eddyville, KY 42038, Executor, Chad R. Wadlington Attorney, PO Box 70, Princeton, KY 42445  
11/07/22:  
22-P-00080 Estate of William Petrie Hall, 1401 Commerce Landing Road, Eddyville, KY 42038, David Petrie Hall, 11945 South Jefferson, Princeton, KY 42445, Executor, Vance Cook Attorney, PO Box 70, Princeton, KY 42445

Kimberly Duncan  
Lyon County Circuit Clerk  
500 West Dale Ave., Suite A  
PO Box 565  
Eddyville, KY 42038

**ABSOLUTE ESTATE AUCTION**  
THU., DEC. 1ST - 10:07AM - 106 CEDAR STREET & 94 LAKESHORE DRIVE, KUTTAWA, KY  
2 COMMERCIAL BUILDINGS; NEAR I-24 AND LAKE BARKLEY  
±6,000 SQ Ft. Building - ±1344 SQ Ft. Building - ±2 Acres ± 4 Tracts - Separated or Combined

It is indeed an honor to be entrusted to auction these excellent properties, the excellent barn and the lots White House, extraordinary Kuttawa and well-known business man of Western Kentucky for nearly a century. Tract 1 is presently zoned medium density residential. Situated on a 1.2-acre commercial tract with easy interstate and Highway 62 access and ample road frontage, is the excellent 6,000 sq. ft. brick and masonry commercial building with recent metal roof with 20 ft. high clearance overhead doors and ceiling, heavy concrete floor, restrooms, office and storage, fluorescent lighting, central natural gas heat, and large gravel parking lot and driveway. Tract 2 is presently zoned residential. It has ±1,344 SQ Ft. and is set up in executive offices with reception area, designed to be utilized as a single or duplex building. It has natural gas, central heat & air, city water and sewer and is situated on a .42-acre corner commercial tract. Tract 3 and 4 combined is approximately 100 ft. by 100 ft. of road frontage on Lakeshore Drive and can be brought separate or combined. Items of interest: 12% depend on day of Auction; balance within 30 days. A 10% Buyer's Premium will be added to the final bid and included in the total contract price. Tracts offered separate and combined.

**RAVE AUCTION GROUP**  
Robert Alexander, Call Auctioneer  
270-601-4115  
(270) 894-8212 or 1-800-307-5018  
www.raveauction.com

**CLASSIFIEDS!**



# A day of thanks

**BY SEN. JASON HOWELL**

As the 2022 holiday season draws to a close, the Kentucky General Assembly is preparing for the upcoming 2023 Regular Session, a short, 30-day session scheduled to begin Tuesday, Jan. 3.

Fortunately, election season is in the rearview mirror and your attention is likely now fully on what makes the holiday season so special — family, friends and the people who make our local communities so special. Each Thanksgiving, I enjoy being home in my district, hearing from constituents and creating memories with those I love.

In the spirit of the season of giving, let's remember those most in need as we prepare our Thanksgiving meals. Consider reaching out to a community food bank or other organization to help feed the hungry, especially during cold fall and winter months. As Americans and Kentucky residents, we have so much to be thankful for, and volunteering time and resources can make an incredible difference in our less fortunate neighbors' lives.

Remember our service members, many of whom will be apart from their families this Thanksgiving, as they are away serving our country. The unique freedoms we enjoy in the United

States are because of their sacrifices.

This time of year also presents an excellent opportunity to support local businesses. Please consider your locally-owned stores as you check gifts off your list; small businesses remain the heartbeat of our economy.

This Thanksgiving, I am incredibly proud of the Republican-led legislature and the many successes we have had over the last several years. We in the Senate majority are pleased to welcome new members to our caucus. They are:

- Sen.-Elect Lindsay Tichenor, Senate District 6
- Sen.-Elect Gary Dowwell, Senate District 8
- Sen.-Elect Matthew Demene, Senate District 10
- Sen.-Elect Amanda Mays Bledsoe, Senate District 12
- Sen.-Elect Gex "Jay" Williams, Senate District 20
- Sen.-Elect Shelley Funke Frontmeyer, Senate District 24

Whether it is with food, football, family, or a combination of all of these, have a blessed Thanksgiving.

Sen. Jason Howell, R-Murray, represents the 1st District including Calloway, Crittenden, Fulton, Graves, Hickman, Lyon and Trigg counties.

# Be thankful

**BY CHIP HUTCHESON**

Journalists often have stories they are obligated to write. It's not the case. Reflecting on things I am thankful for is something I look forward to, counting it a privilege to reflect on the Lord's blessings.

Early in our school years, we are taught about the Pilgrims and that first Thanksgiving. But offering thanks to the Lord goes back much further.

The Bible instructs us to "give thanks in all circumstances" (1 Thes. 5:18). The word "thanks" appears 151 times in scripture, but there are numerous other instances that speak of being grateful. Perhaps a church sign we saw a decade ago sums it up well: "Do The Math: Count Your Blessings."

Studies reveal that the more Americans have, the less contentment we find. But Thanksgiving provides the perfect opportunity to focus on those blessings from the Lord that cannot be measured in dollars. The Pilgrims faced a hard winter in a strange land, yet they set aside time to give thanks to God for His provision — certainly that is what we should do as we gather around tables of plenty this Thanksgiving.

As believers in the Living God, we know that contentment and security are not found in the material world, but in Jesus Christ. Our celebration of Thanksgiving is meaningless unless our primary focus is on what the Lord has done for us.

One of my favorite songs is "Give Thanks," and its lyrics sum it up quite well...

Give thanks with a grateful heart  
Give thanks to the Holy One

Give thanks because He's given Jesus Christ, His Son  
And now let the weak say, "I am strong"

Let the poor say, "I am rich  
Because of what the Lord has done for us."

As I count my blessings, they include ...

- The truth of Eph. 2:8-9: "For by grace are you saved through faith, and this not from yourselves; it is God's gift — not of works so that no one can boast" (ESV).
- Those times when every chair is filled in the Sunday school class.
- God's amazing provision in healing our daughter of Stage IV melanoma 15 years ago.
- My wife — my best friend. She said she would never leave Princeton, where we lived for 43 years, but willingly moved to Louisville when the Lord opened this door of ministry for me.
- The best co-workers at KBC that anyone could ever ask for.
- The family that follows the Lord's leading in adopting a child.
- The overturning of Roe v. Wade.
- Grandchildren. Words are inadequate to describe the multitude of blessings they provide.
- Making new friends and spending time with old friends.
- The opportunities the Lord gives to bear witness to His saving power.
- Knowing you've done the right thing, no matter what others may think.
- Opportunities the Lord has provided for me to be involved in a number of churches and the wonderful relationships that have been formed.
- The blue lights that appear in my rear view mirror, but are not meant for me.

- Being old enough that my son doesn't expect me to ride a roller coaster again.
- The faith of this country's Founding Fathers, whose words of reliance upon God are inspirational.
- The young person who says, "yes, sir," or "no, sir."
- The solemnity of a man and woman standing at the altar, saying "I do."
- The end of the month arriving and there's still a little money left in the checking account.
- For amazingly good health, including not having COVID.
- My adult children, who have an elevated (yet undeserved) opinion of me.
- The Bible, which is profitable for doctrine, reproof, correction and instruction in righteousness.
- Parents, now deceased, who taught me the difference between right and wrong.
- Utility bills — that way I cool I can stay warm in winter and cool in summer.
- The person who can laugh at himself or herself.
- The person who is quick to welcome any visitor to church.
- The brave men and women who wear the uniform and serve in our Armed Forces.
- That beauty is all around me. After all, there are some whose world is always dark.
- That I can hear music playing, because there are those whose entire life is spent in silence.
- That I can work, because there are others who must depend on others for their most basic needs.
- That I am loved, because there are those for whom no one has ever cared.
- That I can cry, because roses have thorns. Or I can celebrate, because thorns have roses.

# THE CLASSIFIED SECTION

CALL 270-601-4115 TO PLACE AN AD!

**INVITATION TO BID**  
**RECEIPT OF PROPOSALS:** The City of Eddyville will receive bids for the Water Maining System Improvements project until 11:00 am (local time) Wednesday, November 30, 2022, in Eddyville City Hall, 153 Main Street, Eddyville, KY 42038, at which time all bids will be publicly opened and read aloud.

**PROJECT:** Includes material supply and installation of approximately 1,200, 5/8" x 3/4" ultrasonic water meters, 32, 1" ultrasonic water meters, 40, 2" ultrasonic water meters, 2, 4" ultrasonic water meters, and 2, 6" ultrasonic water meters, complete with electronic encoders and fully functional radio read system.

**OBTAINING CONTRACT DOCUMENTS:** Electronic copies of bid documents may be obtained from the City of Eddyville at the address listed above at no charge. Contact City Hall at 270-388-2226 or email eddyville@vci.net for copies of the bid documents.

**OWNER'S RIGHTS RESERVED:** The City of Eddyville reserves the right to reject any or all bids or waive any informalities in the bidding. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City of Eddyville.

**CITY OF EDDYVILLE, KY**  
By **John Chast**  
Title **Mayor**

**ADVERTISEMENTS FOR BIDS**  
Lyon County Water District  
Contract # Tank Improvements  
Kuttawa, Kentucky

A mandatory Pre-Bid Conference and site visit will be held 22 November 2022 at 10:00am CDT. This conference will commence at Lyon County Water District, at 5454 US-52, Kuttawa, Kentucky 42055, and will include a site visit to both Tank Sites.

Separate sealed bids will be received for Contract # Water Tank Improvements by the Owner, Lyon County Water District, at 5454 US-52, Kuttawa, Kentucky 42055 until 1:00 pm CDT on December 6th, 2022. Bids will then be opened and read aloud at this location, at this time.

This project consists of rehabilitation and improvements for two existing water storage tanks. The Lamasco Tank is a 183,000-gallon steelage water storage tank located along KY Highway 90 in Lamasco, Kentucky and the Jack Thompson Tank is a 150,000-gallon elevated water storage tank located in Eddyville, Kentucky. Work to be performed includes, but is not limited to, repair, cleaning and painting of the Jack Thompson Tank, as well as the installation of a mixing system, anti-corrosion system, and silt valve assembly at the Lamasco Tank, and all other work required in accordance with the Contract Documents.

Bidding documents may be obtained from:  
• Padgett Elevator and Supply Co., Inc.  
993 Broadway St, Paducah, Kentucky 42001  
270.444.6171

All bidders shall submit with their bid an acceptable bid bond or a certified check in the amount of five percent (5%) of the bid, payable to the Owner.

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Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits the discrimination in employment regarding race, creed, color, sex or national origin. The project shall be in compliance with Executive Order 11246 as amended. All contractors/subcontractors shall comply with 41 CFR 80-4, in regard to affirmative action to ensure equal opportunity for females and minorities and will apply the timetables and goals set forth in 41 CFR 80-4.

Small and Disadvantaged Business Enterprises are encouraged to bid on this project. Lyon County Water District is an Equal Opportunity Employer.

Honorable Chairman  
Don Robertson

**Herald Ledger** publishes birth announcements free of charge.

Because little things are a big deal.

**LYON COUNTY EMERGENCY PLANNING COMMITTEE**  
Pursuant to Section 324, Title II of the 1986 Federal Superfund Amendments and Reauthorization Act (SARA) of 1980, 49 U.S.C. 11001 et. seq., the following information is provided in compliance with the Community Right to Know requirements of the SARA Law, 41 R.S. 81.010, 81.020, 81.029, 81.069, 81.035. Members of the public may contact the Lyon County Emergency Planning Committee by writing Randy Wright, Chairman of the Lyon County Emergency Planning Committee, 520 E. Dixie, Eddyville, KY 42038, or contact by telephone at 270-210-0846. The Lyon County Emergency Planning Committee conducts meetings in the Fourth Court room (500 E. Dixie, Eddyville, KY) or at other locations, in accordance with the Kentucky Open Meetings Law.

Members of the public may request to be notified of regular or special-called meetings as provided in KR 61.020. Records of the Planning Committee, including the county emergency response plan, material safety data sheets, and inventory forms, or any follow-up emergency notices as may subsequently be issued, are open for inspection, and members of the public who wish to review these records may do so by request at Lyon County Emergency Management, 520 E. Dixie, Eddyville, KY, as required by the Kentucky Open Records Law. The local 24-hour telephone number for purposes of emergency notification, as required by SARA Law is 270-388-0211.



The Times Leader and Herald Ledger newspapers will be closed Thursday, Nov. 24, and Friday, Nov. 25, in observance of the Thanksgiving holiday. Regular office hours will resume on Monday, Nov. 28.

The staff wishes everyone a Happy and Safe Thanksgiving.

**Double YOUR IMPACT with Print & Online ADVERTISING!**

**Too Much Savings to Measure**

# Wedgewood, Robertson lead Stars to win over Blues

**BY THE ASSOCIATED PRESS**  
**ST. LOUIS** — Scott Wedgewood made 23 saves in an unexpected start and Wyatt Johnston broke a scoreless tie with a second-period goal to lead the Dallas Stars over the St. Louis Blues 4-1 on Monday night.

Jason Robertson, Ty Dellandrea and Miro Heiskanen also scored for Dallas, which has earned at least one point in eight of its last nine games.

Brandon Saad scored for St. Louis, which has lost three of four.

Jamie Benn had two assists for the Stars, who lead the Central Division with 30 points.

Wedgewood was scheduled to serve as Jake Oettinger's backup, but moved into the starting role after Oettinger became ill right before the game.

"As a backup, you've got to prepare in case of anything like this," Wedgewood said. "I took my nap, I ate my pregame meal. You've got to be ready."

Dallas coach Pete DeBoer was impressed with Wedgewood's ability

to adapt at the last minute.

"It takes a lot of character to be able to turn yourself on like that and then give us a game like he did in a critical moment," DeBoer said. "He didn't know he was starting until essentially warmup game time. A last-minute illness came over (Oettinger) and he just couldn't go."

Robertson extended his point streak to 16 games with a goal that made it 3-1 late in the third. Robertson has 17 goals and 12 assists during the run. He leads the NHL with 19 goals.

Heiskanen added an empty-netter to seal it.

"This was a play-off-type game for both teams," DeBoer said.

Johnston, who had his first multi-point game of the season, said Wedgewood set an early tone.

"He was able to close the door for us," Johnston said. "That was big. We were able to play with the lead and gain a lot of confidence."

Johnston whipped a wrist shot past Jordan Binnington at 3:51 of the middle period for his sixth goal of the season and second in three

games. It capped an odd-man rush that began when St. Louis center Brayden Schenn misfired at the other end.

Dellandrea converted a pass from Johnston to make it 2-0 with 12:03 left in the third.

Saad trimmed the deficit in half by deflecting a drive from Josh Leivo from along the right wing.

Wedgewood made a diving glove save of a shot by Pavel Buchnevich in the first.

"Sometimes you've got to be good and lucky," Wedgewood said.

The Stars improved to 11-0 when leading after two periods.

St. Louis has still won eight of 11.

"We were solid. We played 40 minutes," coach Craig Berube said. "We need more of an attack mentality in the third period."

**INJURY NOTE**  
 St. Louis C Robert Thomas missed the game with a lower-body injury sustained in the third period of Friday's 5-1 win over Florida. He is day-to-day. Thomas leads the team with 15 assists.

## RIVAL

FROM PAGE B7

Earlier, J.J. Weaver stripped Domann of the football on a second-quarter sack and returned it to the 6, setting up Ruffolo's second field goal from 29 yards to make it 13-0.

"Our team responded how I believed they would," coach Mark Stoops said. "This game is important and recognized that from the moment I walked in the door. ... It's important for our football players and our staff, and I really appreciate the way we dug in, competed and finished the season."

Levis was 11 of 19 passing for 138 yards and also tossed an 8-yard TD pass to Dane Key on Kentucky's second possession. His pass to wide-open tight end Josh Kattus turned into a 70-yard catch-

and-run and set the stage for his first score three plays later.

The Wildcats never trailed, even though it took another Levis TD pass for the Wildcats to really feel comfortable with Bluegrass bragging rights — again.

"Great way to end the year at home," said Levis, who beat Louisville for the second consecutive year. "The season didn't go the way we wanted and we needed the win and got it."

Chris Rodriguez Jr. rushed 24 times for 120 yards and broke the school record with his 20th 100-yard performance.

Ruffolo converted from 43, 29, 35 and 40 yards along with making both extra points for Kentucky on the way to becoming the first kicker to earn the Howard Schnellenberger Award as Most Valuable Player.

Louisville's Jawhar Jordan rushed 22 times for 145 yards, both career bests for the Syracuse transfer.

Cunningham, a four-year starter at QB, relieved an ineffective Domann in the second quarter and got Louisville (7-5, No. 25 CFP) within 13-7 just before halftime with a 6-yard TD run. His participation was somewhat surprising considering he missed last week's win over North Carolina State with an injured shoulder, and coach Scott Satterfield said afterward that Cunningham hadn't taken many snaps the past two weeks.

"Malik comes in and not fully healthy, but I felt we needed a spark," the coach added. "I appreciate the effort and the toughness."

Domann returned when Cunningham was injured again on the interception and threw a 27-yard TD pass to Tyler Hudson midway

through the fourth cut the deficit to 26-13. Officials ruled that his two-point conversion run came up short after review.

Both struggled to get anything going offensively for the Cardinals, who played catch-up all night after winning five of six coming in and entering the College Football Playoff rankings last week.

"We just did not have enough offensive firepower," Satterfield said.

**FAREWELL**  
 Before the game Kentucky honored 28 seniors including Levis, a Penn State transfer who is projected to be a first-round selection in next year's NFL draft.

Wildcats linebacker Chris Oatis, whose career was ended by a stroke in May 2020, received loud cheers and an ovation. The Cincinnati native played in 25 games over the

2018 and '19 seasons with two bowl games before he was stricken. He thanked teammates and fans in a Twitter post this week.

**THE TAKEAWAY**  
 Louisville: Everything that worked offensively during the Cardinals' 5-1 surge coming in failed miserably, whether Domann or Cunningham was behind center. Allowing a tight end to break an explosive was the first sign their defense would have a long day, and it never got better.

Kentucky: Besides out-gaining Louisville 346-309 overall, the Wildcats came up just six yards short of one of the nation's top rushing teams (164-158). Ruffolo had struggled at times this season but made every chance he got in the game that mattered — especially for teammates seeking to climb from a second-half swoon.

# THE CLASSIFIED SECTION

CALL 270-601-4115 TO PLACE AN AD!

# Cash In

With

# The Classifieds

**ADVERTISEMENTS FOR BIDS**  
 Lyon County Water District  
 Contract III Tank Improvements  
 Kuttawa, Kentucky

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Honorable Chairman  
 Don Robertson

## YOU'LL JUMP FOR JOY OVER THESE USED CAR DEALS!

**Being NUMBER ONE is nothing to celebrate.**

This year, more than **163,000** people will die from lung cancer — making it America's **NUMBER ONE** cancer killer.

But new treatments offer hope.

**Join Lung Cancer Alliance in the fight against this disease.**

1

lungcanceralliance.org

**Notice of Vacant Lyon County Board of Education Seat**  
 The Lyon County School District is seeking applications for appointment to the Lyon County Board of Education. Individuals interested in being appointed to the vacant seat in educational district #5 are encouraged to submit a letter of intent to Superintendent Russ Tifford. Applicants must meet the eligibility requirements established by KRS 160.180 and shall submit with the application complete with evidence of a high school diploma or a GED certificate.

This appointment is effective until the end of the term, ending December 31, 2023. This appointment is a public service position. The appointee shall not be employed by the Lyon County School District.

Requirement for board members must be:

- At least 24 years old
- A Kentucky citizen for the last three years.
- A registered voter in educational district #5.
- Have a high school diploma or GED certificate.
- Meet all other qualifications set forth in law (KRS 160.180).

Letters of intent and supporting documentation may be submitted by mail to Superintendent Russ Tifford, 217 Jenkins Road, Edoville, KY 42028 or by email at russ.tifford@lyon.kyschools.us

Letters of interest will be accepted until December 12. Interviews to fill the vacancy will be conducted by the Board of Education after the deadline has passed.

# Exhibit 6





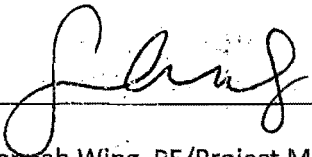
**Bid Tabulation**  
**2022 KIA Contract III Tank Improvements**  
**Lyon County Water District**

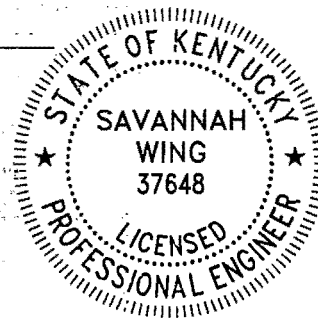
Unit Price Work Base Bid Items				Engineer Estimate		C & S Quality Services, LLC		Sam Estes Painting and Sandblasting, Inc.	
Item No.	Description	Unit	Est Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Repair, Cleaning, Painting of 100,000 Gallon Tank (Jack Thomason)	LS	1	\$ 200,000	\$ 200,000	\$ 164,100	\$ 164,100	\$ 176,120	\$ 176,120
2	Replacement of Manway (Jack Thomason)	LS	1	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 6,900	\$ 6,900
3	Level Indicator Replacement (Jack Thomason)	LS	1	\$ 5,000	\$ 5,000	\$ 7,000	\$ 7,000	\$ 4,600	\$ 4,600
4	Installation of Stiffener Ring (Jack Thomason)	LS	1	\$ 10,000	\$ 10,000	\$ 7,500	\$ 7,500	\$ 4,600	\$ 4,600
5	Roof Screen Replacement (Jack Thomason)	LS	1	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,150	\$ 1,150
6	Grout Base of Tank (Jack Thomason)	LS	1	\$ 1,500	\$ 1,500	\$ 500	\$ 500	\$ 1,725	\$ 1,725
7	Safety Climb & Hardware Replacement (Jack Thomason)	LS	1	\$ 5,000	\$ 5,000	\$ 3,500	\$ 3,500	\$ 5,175	\$ 5,175
8	Repair, Cleaning, Painting of 189,000 Gallon Tank (Lamasco)	LS	1	\$ 100,000	\$ 100,000	\$ 74,000	\$ 74,000	\$ 23,600	\$ 23,600
9	Installation of Mixing System and Appurtenances (Lamasco)	LS	1	\$ 35,000	\$ 35,000	\$ 26,000	\$ 26,000	\$ 21,420	\$ 21,420
10	Installation of Anti-Corrosion System (Lamasco)	LS	1	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500	\$ -	\$ -
11	Installation of Altitude Valve and Appurtenances (Lamasco)	LS	1	\$ 10,000	\$ 10,000	\$ 7,500	\$ 7,500	\$ 5,175	\$ 5,175
12	Replacement of Manway Gaskets and Bolts (Lamasco)	LS	1	\$ 10,000	\$ 10,000	\$ 400	\$ 400	\$ 1,150	\$ 1,150
13	Roof Screen Replacement (Lamasco)	LS	1	\$ 2,500	\$ 2,500	\$ 300	\$ 300	\$ 575	\$ 575
14	Grout Base of Tank (Lamasco)	LS	1	\$ 1,500	\$ 1,500	\$ 500	\$ 500	\$ 1,725	\$ 1,725
15	Safety Climb & Hardware Replacement (Lamasco)	LS	1	\$ 5,000	\$ 5,000	\$ 3,500	\$ 3,500	\$ 3,450	\$ 3,450
16	Mobilization / Demobilization	EA	1	\$ 10,000	\$ 10,000	\$ 3,000	\$ 3,000	\$ 4,600	\$ 4,600
17	Site Restoration	EA	1	\$ 5,000	\$ 5,000	\$ 1,500	\$ 1,500	\$ 1,725	\$ 1,725
<b>Subtotal of Extended Prices for Base Bid Unit Price Work</b>				<b>\$ 418,000</b>		<b>\$ 314,300</b>		<b>\$ 263,690</b>	

Unit Price Work Alternate Bid Items - Jack Thomason Tank				Engineer Estimate		C & S Quality Services, LLC		Sam Estes Painting and Sandblasting, Inc.	
Item No.	Description	Unit	Est Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Installation of Mixing System and Appurtenances	LS	1	\$ 35,000	\$ 35,000	\$ 31,000	\$ 31,000	\$ 30,940	\$ 30,940

				Engineer Estimate		C & S Quality Services, LLC		Sam Estes Painting and Sandblasting, Inc.	
<b>Total of all Extended Prices for Base Bid Items and Alternate Bid Items Unit Price Work</b>				<b>\$ 453,000</b>		<b>\$ 345,300</b>		<b>\$ 294,630</b>	

I hereby certify that this is a true and correct tabulation of the bids

  
 Savannah Wing, PE/Project Manager  
 HDR Engineering, Inc.



## Exhibit 7



December 7, 2022

Mathew Blane  
Superintendent  
Lyon County Water District  
5464 US-62, Kuttawa, KY 42055

RE: Bid Evaluation and Justification – 2022 KIA Contract III Tank Improvements Project

Dear Mr. Blane,

Please find attached herewith certified bid tabulations for the two (2) bids received on December 06, 2022 for the referenced project. The following two (2) bids were received:

- Sam Estes Painting and Sandblasting, Inc. -
  - Base Bid: \$263,690
  - Alternate Bid Item: \$30,940
  - Total for Base and Alternate: \$294,630
  
- C & S Quality Services, LLC -
  - Base Bid: \$314,300
  - Alternate Bid Item: \$31,000
  - Total for Base and Alternate: \$345,300

Bid Tab Review

The complete bid tabulation is attached to this letter. In review of the two (2) bids, both bidders remained under the total of the engineer estimate. Both bids provided line item costs that are reasonable estimates to complete the work as expected. The table below provides a brief summary of the Contractor’s bids, broken down by each tank and the alternate bid item.

	C & S Quality Services	Sam Estes Painting and Sandblasting
Jack Thomason Tank – Painting and Improvements	\$ 195,100	\$ 200,270
Lamasco Standpipe – Painting and Improvements	\$ 114,700	\$ 57,095
Mob/Demob/Restoration	\$ 4,500	\$ 6,325
Alternate – Jack Thomason Mixing System	\$ 31,000	\$ 30,940
<b>Total</b>	<b>\$ 345,300</b>	<b>\$ 294,630</b>

**Bid Conformance**

The following items are outlined in the Bid Form to be submitted with the Bid:

- Bid Form
- Bid Bond
- List of Proposed Subcontractors
- List of Proposed Suppliers
- Evidence of Authority to do business in Kentucky
- Contractor’s License Number
- Qualifications Statement

The Table below summarizes the documentation provided by each Contractor in respect to the items listed above and in the Bid Form.

	C & S Quality Services	Sam Estes Painting and Sandblasting
Bid Form	Yes	Yes
Bid Bond	Yes	Yes
List of Proposed Subcontractors	Yes	No
List of Proposed Suppliers	Yes	No
Evidence of Authority to do business in Kentucky	Yes	Yes
Contractor’s License Number	N/A	N/A
Qualifications Statement	Yes	Partial – Financial Missing

**Supplemental Information**

The attached bid tabulation has a full breakdown of the bids provided. Item No. 10, Anti-Corrosion System for Lamasco, may be removed from the scope of the project. C & S provided a unit price for the item while Same Estes did not. Comparing the two bids with that line item cost (\$2,500) removed from the total has no effect on which contractor will be considered the low bidder.

**Recommendation**

Both bidding Contractors provided bids below the estimated total cost and both Contractors provided Qualifications that are more than adequate to afford a recommendation to complete the work. Due to the fact that the low bid was missing a couple of minor items requested for the bid, it is the Engineer’s recommendation that the low bidder, Sam Estes Painting and Sandblasting, be awarded the contract on either one of two conditions:

- 1) The Contractor provides the missing information listed in the table above prior to an agreed upon date set by the Water District, or
- 2) The Water District waives the submission of these items.

Please let me know if you have any questions, comments, or need additional information.

Sincerely,  
HDR Engineering, Inc.

A handwritten signature in cursive script, appearing to read "S. Wing".

Savannah Wing, PE  
*Water/Wastewater Engineer*

Lyon County Water District  
Minutes

The Lyon County Water District met in special called session on Thursday, December 27th, 2022 at 9AM at the Water District Office.

Board members present:  
Chris Sutton  
Don Robertson

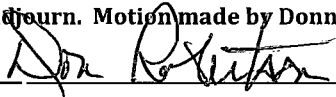
Others present:  
Mat Blane  
Kasey Oliver  
Marvin Wilson

The board met to make a decision on the two contractor bids placed for the tank restoration project. They discussed the two bid packages in which were both complete. Marvin will look over the documents before Donnie signs off on them.

**Chris made a motion to select Sam Estes Painting. Seconded by Donnie. Motion passed unanimously.**

**Motion to adjourn. Motion made by Donnie second by Chris. Motion passed.**

Sign \_\_\_\_\_



## Exhibit 8

**Lyon County Water District**  
**Water System and Storage Tank Improvements Project**  
**Summary of Construction Cost Estimates\***

**5/8/2023**

	<b>Project</b>	<b>Details</b>	<b>Cost Estimate</b>
Part I: Tanks	Lamasco Standpipe Interior and Exterior Coating, Installation of Mixing System and Bypass Valve	100,000 Gallon Capacity, 8-inch bypass Line	\$ 63,420
	Jack Thompson Tank Interior and Exterior Coating	189,000 Gallon Capacity	\$ 231,210
Part 2: Waterlines	Tinsley Creek Subdivision Undersized Line Replacement	7,431 LF of 4-inch PVC	\$ 1,307,473
	KY 274 Creek Crossing Line Replacement	199 LF of 6-inch PVC	\$ 73,638
<b>Estimated Construction Costs</b>			<b>\$ 1,675,740</b>
<b>Contingency (25%)</b>			<b>\$ 418,935</b>
<b>Total Estimated Cost of Construction</b>			<b>\$ 2,094,675</b>

\* Note that these cost estimates are based upon 60% plans and will become better defined once 90% plans have been completed.