

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC INVESTIGATION OF UNION)
COUNTY WATER DISTRICT AND ITS)
INDIVIDUAL COMMISSIONERS, RAYMOND)
ARNOLD AND JOYCE GREENWELL, AND)
MANAGER GARY SHEFFER ALLEGED FAILURE)
TO COMPLY WITH KRS 278.300 AND KRS)
278.020)

Case No. 2023-00120

CERTIFICATION

This is to certify that I have supervised the preparation of Union County Water District's responses to the Public Service Commission Staff's First Request for Information and that the responses are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

Date: 6/23/23

Gary Sheffer
Gary Sheffer, Manager

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-1:

Regarding the Promissory Note entered with United Community Bank of West Kentucky (United Bank) on August 30, 2021, provide the following:

- a. A copy of the Promissory Note and all other documentation with United Bank;
- b. A copy of the any board minutes where the purchase of the office building and financing was approved by the commissioners; and
- c. The amortization schedule for the building.

Response: Please see the attached Promissory Note, Board minutes, and Amortization Schedule.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Promissory Note



0015011921824216109721860650101083021

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Coll / Coll	Account	Officer	Initials
\$75,000.00	08-30-2021	09-01-2031	82421	@ 80%	15011921	GCP	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Union County Water District
PO BOX 146
MORGANFIELD, KY

Lender: UNITED COMMUNITY BANK OF WEST KENTUCKY
INC
East Main Morganfield Office
131 East Main St
Morganfield, KY 42437
(270) 389-3232

Principal Amount: \$75,000.00 Interest Rate: 3.400% Date of Note: August 30, 2021

PROMISE TO PAY. Union County Water District ("Borrower") promises to pay to UNITED COMMUNITY BANK OF WEST KENTUCKY INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy-five Thousand & 00/100 Dollars (\$75,000.00), together with interest on the unpaid principal balance from August 30, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.400% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 120 payments of \$738.31 each payment. Borrower's first payment is due October 1, 2021, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 1, 2031, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: UNITED COMMUNITY BANK OF WEST KENTUCKY INC, East Main Morganfield Office, 131 East Main St, Morganfield, KY 42437.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$100.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 15.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.



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**PROMISSORY NOTE
(Continued)**

Loan No: 82421

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CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Union County, Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: a Mortgage dated August 30, 2021, to Lender on real property located in Union County, Commonwealth of Kentucky.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracies should be sent to Lender at the following address: United Community Bank of West Kentucky Inc. P.O. Box 209 Morganfield, KY 42437.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

UNION COUNTY WATER DISTRICT

By: COPY
Gerald Hunter, Chairperson of Union County Water District

By: COPY
Andrew Arnold, Secretary of Union County Water District

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Board Minutes

MINUTES OF THE MEETING OF THE UNION COUNTY WATER DISTRICT

A meeting of the Union County Water District was held on **August 10, 2021 beginning at 5:00 p.m.**, in the Union County Fiscal Court room, at the Union County Courthouse in Morganfield, Kentucky.

The following persons were in attendance:

- Gerald Hunter, Chairman
- Gary Sheffer, Manager
- Joyce Greenwell, Board Member
- Andrew Arnold, Board Member
- Shaun Sheffer, UC Planning Commissioner
- Christopher Stearns, Attorney
- Robbie Baird, Accountant

The meeting was called to order and the minutes from the July 13, 2021 meeting were presented.

Minutes were approved upon motion by Andrew Arnold and seconded by Joyce Greenwell with no objections.

Gary Sheffer presented the expenses through July 29, 2021.

Expenses of the Water District are as follows, per the attached Expense Reports:

Expenses for June 29, 2021 through July 29, 2021	\$117,902.18
<u>Expenses for May 30, 2021 through June 28, 2021</u>	<u>\$109,015.72</u>

There was discussion about implementing backflow preventers as well as the cost of the Kemper audit.

Motion to pay bills was approved upon motion by Joyce Greenwell and seconded by Andrew Arnold with no objections.

Gary Sheffer presented the financial report.

Current Balances of the Water District are as follows, per the attached Reports:

DEVELOPMENT ACCOUNT: #80180175(UCB)	\$ 95,483.76
<u>OPERATIONS & MAINTENANCE: #80137180 (UCB)</u>	<u>\$233,784.49</u>

Account Receivables was \$101,378.62.

Motion to approve financial report was made by Andrew Arnold and seconded by Joyce Greenwell with no objections.

Gary Sheffer presented the manager's report.

- 28,405,500 Gallons of water purchased
- 22,538,568 Gallons of water sold
- 407,475 Gallons of water due to customer leaks
- 1,452,604 Gallons flushed (other uses)
- 206,370 Gallons due to district leaks
- 3,800,483 Gallons due to line loss

Line loss was 13.38%.

The line loss was up from last month. There was discussion of the audit which was presented by Kemper CPA, Robbie Baird. He discussed compliance, assets, revenue, the effects of COVID-19, and retirement.

Motion to accept the audit report was made by Andrew Arnold and seconded by Joyce Greenwell with no objections.

The line leak at Irvin Hancock Road and Yancy Greenwell Road is a recurring breakage due to mine subsidence. Gary will try to get a grant to pay for stronger pipe.

There was a discussion about obtaining cyber-security insurance. The UCWD insurance policy increased this year to \$4,500.00. Gary talked about the options and alternatives. He said the UCWD already has backups through EIDETIC so insurance the cyber-security insurance isn't needed.

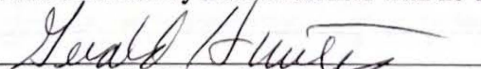
Motion to cancel / not renew policy was made by Andrew Arnold and seconded by Joyce Greenwell with no objections.

There was discussion of purchasing the building for the UCWD for \$50,000.00.

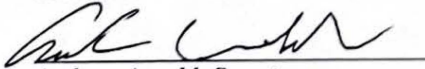
Motion to purchase the building for UCWD was made by Andrew Arnold and seconded by Joyce Greenwell with no objections.

Motion to borrow \$75,000.00 from UCB to pay for the building and improvements was made by Andrew Arnold and seconded by Joyce Greenwell with no objections.

Motion to Adjourn by Joyce Greenwell and seconded by Andrew Arnold with no objections.


GERALD HUNTER, CHAIRMAN
Union County Water District

ATTEST:


Andrew Arnold, Secretary

Amortization Schedule

LOAN AMOUNT	\$75,000.00
INTEREST RATE %	3.4
# OF MONTHS	120
MONTHLY PAYMENT	\$738.31

PMT #	DUE DATE	START BAL	INTEREST	PRINCIPAL	PAYMENT TOTAL	END BALANCE	DATE PAID
			GL 427.01	GL 223.01			
1	10/1/2021	\$75,000.00	\$212.50	-\$587.50	(\$800.00)	\$74,412.50	10/1/2021
2	11/1/2021	\$74,412.50	\$210.84	-\$589.16	(\$800.00)	\$73,823.34	11/1/2021
3	12/1/2021	\$73,823.34	\$209.17	-\$590.83	(\$800.00)	\$73,232.50	12/1/2021
2021 TOTALS			\$632.50	-\$1,767.50			
4	1/1/2022	\$73,232.50	\$207.49	-\$592.51	(\$800.00)	\$72,639.99	1/3/2022
5	2/1/2022	\$72,639.99	\$205.81	-\$594.19	(\$800.00)	\$72,044.76	2/1/2022
6	3/1/2022	\$72,044.76	\$204.13	-\$595.87	(\$800.00)	\$71,448.88	3/1/2022
7	4/1/2022	\$71,448.88	\$202.44	-\$597.56	(\$800.00)	\$70,851.32	4/1/2022
8	5/1/2022	\$70,851.32	\$200.75	-\$599.25	(\$800.00)	\$70,252.07	FUTURE
9	6/1/2022	\$70,252.07	\$199.05	-\$600.95	(\$800.00)	\$69,651.12	FUTURE
10	7/1/2022	\$69,651.12	\$197.34	-\$602.66	(\$800.00)	\$69,048.46	FUTURE
11	8/1/2022	\$69,048.46	\$195.64	-\$604.36	(\$800.00)	\$68,444.10	FUTURE
12	9/1/2022	\$68,444.10	\$193.92	-\$606.08	(\$800.00)	\$67,838.02	FUTURE
13	10/1/2022	\$67,838.02	\$192.21	-\$607.79	(\$800.00)	\$67,230.23	FUTURE
14	11/1/2022	\$67,230.23	\$190.49	-\$609.51	(\$800.00)	\$66,620.72	FUTURE
15	12/1/2022	\$66,620.72	\$188.76	-\$611.24	(\$800.00)	\$66,009.47	FUTURE
2022 PROJECTED TOTALS			\$2,378.02	-\$7,221.98			
16	1/1/2023	\$66,009.47	\$187.03	-\$612.97	(\$800.00)	\$65,396.50	FUTURE
17	2/1/2023	\$65,396.50	\$185.29	-\$614.71	(\$800.00)	\$64,781.79	FUTURE
18	3/1/2023	\$64,781.79	\$183.55	-\$616.45	(\$800.00)	\$64,165.34	FUTURE
19	4/1/2023	\$64,165.34	\$181.80	-\$618.20	(\$800.00)	\$63,547.14	FUTURE
20	5/1/2023	\$63,547.14	\$180.05	-\$619.95	(\$800.00)	\$62,927.19	FUTURE
21	6/1/2023	\$62,927.19	\$178.29	-\$621.71	(\$800.00)	\$62,305.49	FUTURE
22	7/1/2023	\$62,305.49	\$176.53	-\$623.47	(\$800.00)	\$61,682.02	FUTURE
23	8/1/2023	\$61,682.02	\$174.77	-\$625.23	(\$800.00)	\$61,056.78	FUTURE
24	9/1/2023	\$61,056.78	\$172.99	-\$627.01	(\$800.00)	\$60,429.78	FUTURE
25	10/1/2023	\$60,429.78	\$171.22	-\$628.78	(\$800.00)	\$59,801.00	FUTURE
26	11/1/2023	\$59,801.00	\$169.44	-\$630.56	(\$800.00)	\$59,170.43	FUTURE
27	12/1/2023	\$59,170.43	\$167.65	-\$632.35	(\$800.00)	\$58,538.08	FUTURE
2023 PROJECTED TOTALS			\$2,128.61	-\$7,471.39			
28	1/1/2024	\$58,538.08	\$165.86	-\$634.14	(\$800.00)	\$57,903.94	FUTURE
29	2/1/2024	\$57,903.94	\$164.06	-\$635.94	(\$800.00)	\$57,268.00	FUTURE
30	3/1/2024	\$57,268.00	\$162.26	-\$637.74	(\$800.00)	\$56,630.26	FUTURE
31	4/1/2024	\$56,630.26	\$160.45	-\$639.55	(\$800.00)	\$55,990.71	FUTURE
32	5/1/2024	\$55,990.71	\$158.64	-\$641.36	(\$800.00)	\$55,349.35	FUTURE
33	6/1/2024	\$55,349.35	\$156.82	-\$643.18	(\$800.00)	\$54,706.18	FUTURE
34	7/1/2024	\$54,706.18	\$155.00	-\$645.00	(\$800.00)	\$54,061.18	FUTURE
35	8/1/2024	\$54,061.18	\$153.17	-\$646.83	(\$800.00)	\$53,414.35	FUTURE
36	9/1/2024	\$53,414.35	\$151.34	-\$648.66	(\$800.00)	\$52,765.69	FUTURE
37	10/1/2024	\$52,765.69	\$149.50	-\$650.50	(\$800.00)	\$52,115.19	FUTURE
38	11/1/2024	\$52,115.19	\$147.66	-\$652.34	(\$800.00)	\$51,462.85	FUTURE
39	12/1/2024	\$51,462.85	\$145.81	-\$654.19	(\$800.00)	\$50,808.66	FUTURE
2024 PROJECTED TOTALS			\$1,870.58	-\$7,729.42			

40	1/1/2025	\$50,808.66	\$143.96	-\$656.04	(\$800.00)	\$50,152.62	FUTURE
41	2/1/2025	\$50,152.62	\$142.10	-\$657.90	(\$800.00)	\$49,494.72	FUTURE
42	3/1/2025	\$49,494.72	\$140.24	-\$659.76	(\$800.00)	\$48,834.96	FUTURE
43	4/1/2025	\$48,834.96	\$138.37	-\$661.63	(\$800.00)	\$48,173.32	FUTURE
44	5/1/2025	\$48,173.32	\$136.49	-\$663.51	(\$800.00)	\$47,509.81	FUTURE
45	6/1/2025	\$47,509.81	\$134.61	-\$665.39	(\$800.00)	\$46,844.42	FUTURE
46	7/1/2025	\$46,844.42	\$132.73	-\$667.27	(\$800.00)	\$46,177.15	FUTURE
47	8/1/2025	\$46,177.15	\$130.84	-\$669.16	(\$800.00)	\$45,507.99	FUTURE
48	9/1/2025	\$45,507.99	\$128.94	-\$671.06	(\$800.00)	\$44,836.92	FUTURE
49	10/1/2025	\$44,836.92	\$127.04	-\$672.96	(\$800.00)	\$44,163.96	FUTURE
50	11/1/2025	\$44,163.96	\$125.13	-\$674.87	(\$800.00)	\$43,489.09	FUTURE
51	12/1/2025	\$43,489.09	\$123.22	-\$676.78	(\$800.00)	\$42,812.31	FUTURE
2025 PROJECTED TOTALS		\$1,603.65	-\$7,996.35				
52	1/1/2026	\$42,812.31	\$121.30	-\$678.70	(\$800.00)	\$42,133.61	FUTURE
53	2/1/2026	\$42,133.61	\$119.38	-\$680.62	(\$800.00)	\$41,452.99	FUTURE
54	3/1/2026	\$41,452.99	\$117.45	-\$682.55	(\$800.00)	\$40,770.44	FUTURE
55	4/1/2026	\$40,770.44	\$115.52	-\$684.48	(\$800.00)	\$40,085.96	FUTURE
56	5/1/2026	\$40,085.96	\$113.58	-\$686.42	(\$800.00)	\$39,399.54	FUTURE
57	6/1/2026	\$39,399.54	\$111.63	-\$688.37	(\$800.00)	\$38,711.17	FUTURE
58	7/1/2026	\$38,711.17	\$109.68	-\$690.32	(\$800.00)	\$38,020.85	FUTURE
59	8/1/2026	\$38,020.85	\$107.73	-\$692.27	(\$800.00)	\$37,328.58	FUTURE
60	9/1/2026	\$37,328.58	\$105.76	-\$694.24	(\$800.00)	\$36,634.34	FUTURE
61	10/1/2026	\$36,634.34	\$103.80	-\$696.20	(\$800.00)	\$35,938.14	FUTURE
62	11/1/2026	\$35,938.14	\$101.82	-\$698.18	(\$800.00)	\$35,239.96	FUTURE
63	12/1/2026	\$35,239.96	\$99.85	-\$700.15	(\$800.00)	\$34,539.81	FUTURE
2026 PROJECTED TOTALS		\$1,327.50	-\$8,272.50				
64	1/1/2027	\$34,539.81	\$97.86	-\$702.14	(\$800.00)	\$33,837.67	FUTURE
65	2/1/2027	\$33,837.67	\$95.87	-\$704.13	(\$800.00)	\$33,133.54	FUTURE
66	3/1/2027	\$33,133.54	\$93.88	-\$706.12	(\$800.00)	\$32,427.42	FUTURE
67	4/1/2027	\$32,427.42	\$91.88	-\$708.12	(\$800.00)	\$31,719.30	FUTURE
68	5/1/2027	\$31,719.30	\$89.87	-\$710.13	(\$800.00)	\$31,009.17	FUTURE
69	6/1/2027	\$31,009.17	\$87.86	-\$712.14	(\$800.00)	\$30,297.03	FUTURE
70	7/1/2027	\$30,297.03	\$85.84	-\$714.16	(\$800.00)	\$29,582.87	FUTURE
71	8/1/2027	\$29,582.87	\$83.82	-\$716.18	(\$800.00)	\$28,866.69	FUTURE
72	9/1/2027	\$28,866.69	\$81.79	-\$718.21	(\$800.00)	\$28,148.48	FUTURE
73	10/1/2027	\$28,148.48	\$79.75	-\$720.25	(\$800.00)	\$27,428.23	FUTURE
74	11/1/2027	\$27,428.23	\$77.71	-\$722.29	(\$800.00)	\$26,705.95	FUTURE
75	12/1/2027	\$26,705.95	\$75.67	-\$724.33	(\$800.00)	\$25,981.61	FUTURE
2027 PROJECTED TOTALS		\$1,041.81	-\$8,558.19				

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-2:

Provide an explanation of how Union District assessed the value of the purchased building, including but not limited to the following:

- a. Formula used;
- b. Any contract for the sale of the building;
- c. Any contract for renovations to the building;
- d. Description of valuation;
- e. Documentation by the utility, of any contractor or engineer consulted for any renovations or sale of the building, as well as any supporting formula, calculation, and resulting price of any renovations for the sale.

Response: Union District relied on the attached appraisal report by William T. Duncan, which valued the property at \$50,000. The County also agreed to reimburse Union District \$4,700, which reflected the cost of the new air conditioning unit for the building. In addition, please see the attached documentation showing estimates for renovations to the building.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Appraisal

2104-015

SUMMARY APPRAISAL REPORT

UNION COUNTY WATER DISTRICT

409 North Court Street
Morganfield, KY 42437

APPRAISED FOR:

UNION COUNTY FISCAL COURT

100 West Main St.
Morganfield, KY 42437

AS OF

April 30, 2021

APPRAISED BY:

DUNCAN & ASSOCIATES

WILLIAM T. DUNCAN

Cert. Gen. Appraiser-#000844

PO BOX 238

MORGANFIELD, KENTUCKY 42437

2104-015

May 14, 2021

Mr. Adam O'Nan
Judge Executive
100 West Main St.
Morganfield, Ky 42437

RE: Union County Water District
409 North Court Street
Morganfield, KY 42437

Dear Client,

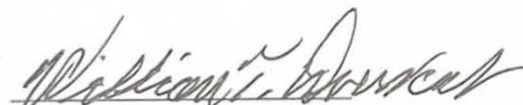
Pursuant to your request, enclosed is my appraisal of the above referenced subject property. This is a real property appraisal report. Based upon my inspection and resulting analysis in the marketplace, I have formed the opinion as of the date (April 30, 2021) the market value of the fee simple estate of the above said property herein, is as follows:

Fifty Thousand Dollars
\$50,000

A summary of the approach utilized to value the property is contained in the body of this report. After the summary, are the specific data and analyses that were used in the valuation process.

I appreciate this opportunity to serve you and look forward to working with you again in the future.

Respectfully submitted,
Duncan & Associates



William T. Duncan, IFAA
Duncan & Associates
KY Cert. Gen. # 000844

DESCRIPTION OF REAL ESTATE APPRAISED

The subject consists of .375-acre site with a 960 sf commercial brick building, and 1440 sf storage building fronting 409 N. Court Street, Morganfield, KY. The overall topography of area is flat with utilities being electric, municipal sewer, city water with adequate access and great visibility with highway frontage. Traffic volume and pattern considered average for Union County, Ky. The soil conditions are stable with no adverse easements or encroachments known.

Site Description.375 ac. 409 North Court St. Morganfield, KY42437**County of Union**

Statement of Ownership- As of the effective date of appraisal, **County of Union** owns the property. The deed is recorded in DB:255 P:391 in the Union County Clerk's Office, Morganfield, Ky. 42437.

Transaction History The subject has not transferred in the past 36 months nor offered for sale in the past 36 months.

Current Use- The Subject, originally built as an office, utilized as the Union County Water District, in the 1970's with continued usage until present.

Exposure Time- Market Time -We believe if the subject were to go on sale on the open market that it would have a market time of 3 to 6 months.

Extraordinary Assumption – Hypothetical Condition- No extraordinary assumptions or hypothetical conditions used in this appraisal report.

Personal Property- There was no personalty included in this appraisal. The valuation estimate includes no intangible-assets and is the value of the real estate and real property only and subject to the limiting conditions set forth.

Correlation of Market Data

The market provided (5) comparatives, (recent sales) in the Union County, KY marketplace. Comp #1 adjusted to \$46.88 Building per sf and Comp #2 adjusted to \$43.60 Building per sf. Also, the market provided (2) more comparatives, Comp #3 Adjusted to \$39.21 and Comp #4 adjusted to \$49.65. The Appraiser went to the middle end of the range to \$ 43.60 for the Subject's estimated Office Building value and the lower end of the range to \$ 5.71 for the Stg building valuation. All sales were commercial type structures and in close vicinity save the Stg Building at 10 miles.

Subject Office Building	960 sf	\$43.60 per sf	=	\$41,856
Subject Stg Building	1440 sf	\$ 5.71 per sf	=	\$ 8,222
Total		\$50,078		
Rounded		\$50,000		

ESTIMATED VALUE BY THE MARKET APPROACH

\$50,000

Reconciliation And Final Value Estimate

In estimating the value of the subject property, we developed only the comparison approach to value.

Sales Comparisons Approach \$50,000

Due to the uniqueness of this property (5) market sales were considered. We believe the highest and best use of the Subject property is for commercial use. Therefore, in this appraisal we developed the sales comparison approach with the recent sales listed in this report. Thus, the finalized value for the subject is **\$50,000**.

APPRAISER CERTIFICATION

The Appraiser certifies and agrees that:

- 1) The Appraiser(s) have no present or contemplated future interest in the property appraised; & neither the employment for the appraisal nor compensation for it, is contingent upon the appraised value of the property.
- 2) The Appraiser(s) have no personal interest in or bias with respect to the subject of the appraisal report or the participants to the sale or in the property appraised. The "estimate of value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color, or national origin of the owners or occupants of the properties in the vicinity of the property appraised.
- 3) The Appraiser(s) have inspected the subject property & sales documented in the report. To the best of the Appraisers' knowledge & belief, all statements & information in this report are true & correct, & the Appraiser(s) have not knowingly withheld any significant information, which would have an impact on valuation.
- 4) All contingent and limited conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, & conclusions contained in this report).
- 5) This appraisal report has been made in conformity with & is subject to requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser(s) are affiliated, and/or State license/certification requirements of the state in which the property appraised is located.
- 6) All conclusions and opinions concerning the real estate that are set forth in the appraised report, along with the analysis of relevant data, were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the Appraiser(s), and the Appraiser(s) shall NOT be responsible for any such unauthorized change.

Effective Date of Appraisal: May 14, 2021

Value Conclusion: \$ 50,000



William T. Duncan, IFAA
Ky. Certified General Appraiser #000844

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Estimates for Renovations



Paul call # 77 (770) 52-2781

Proposal

PROPOSAL SUBMITTED TO: Union County Water District		WORK TO BE PERFORMED AT:	
NAME Gary Sheffer	ADDRESS m. field office	DATE 14 MAR 2022	PROPOSAL NO.
PHONE # 952-1716	ARCHITECT	SHEET NO. 1 of 1	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

interior rooms of

- 1) Reception office (to include desk paneling)
- 2) hallway

to be prepped (sand, seams caulk, holes puttied)
oil prime / paint 2x with Sherwin Williams Emerald
 \$ 950⁰⁰ labor, mat, equip. - walls
 \$ 280⁰⁰ " " - ceilings

- 3) Sheffer office chair: railing / paneling
 \$ 180⁰⁰ labor, mat, equip. - walls
 \$ 170⁰⁰ labor, mat, equip. - ceiling

note: Customer to select color/sheen
Sherwin Williams Emerald is cabinet grade paint

WE PROPOSE all material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Payment to be made as follows: Dollars (\$ _____)

Respectfully submitted: *[Signature]*
Per: *[Signature]*

Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note: This proposal may be withdrawn by us if not accepted within _____ days.
Authorized Signature _____
DATE _____

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Signature _____
Signature _____
Date _____



8002 Lincoln Avenue
Evansville, IN 47715
812-214-5224

WHOLESALE & RETAIL
 CONTRACT
 ADDENDUM

To Union County Water District Date 5/28/21
Address _____ Home Phone _____
City _____ State _____ Zip _____ Cell Phone _____

WINDOW SHOPPING AGREES TO MEASURE, FURNISH, & INSTALL THE FOLLOWING CUSTOM MADE WINDOWS FOR THE AMOUNT STIPULATED BELOW:

3 Picture Windows White w/o grids \$1878.
2 ~~Picture~~ Picture Windows + 1 Double Hung Window white w/o grids \$1867.
Energy Star Rated Fusion Window w/ Climatch Elite Glass. Includes lifetime warranty on material + Seal failure. 10 year labor warranty.

<p align="center">BUYER'S RIGHT TO CANCEL</p> <p>BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER MAY USE THIS CONTRACT AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THE NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.</p>	Total Investment	\$ _____
	Down Payment	\$ _____
	Balance	\$ _____
	<input type="checkbox"/> Financial Plan <input type="checkbox"/> Cash, Check or Charge 2% Credit Card Balance Payment Fee _____ All finance completion paperwork is to be collected at job completion or homeowner agrees to pay 2% fee.	

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This contract is valid only with proper signatures. Window Shopping shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Owner agrees that the equity in this property is security for this contract. Since this contract calls for made to order goods, it is not subject to cancellation except as stated above. In the event of default payment causing Window Shopping to place this matter in the hands of an attorney for collection, buyer agrees to pay all costs of collection, including a reasonable attorney's fee. _____ 7 Days After installation completion there will be a 3% late fee on all unpaid balances. If balance is not paid within 30 days of completion, an additional 2% fee will be added to the past due balance every 30 days. Start installation approximately _____ weeks from above date. Verbal promises can cause misunderstandings, therefore this contract constitutes the entire understanding of the parties, and no other understanding, collateral, verbal or otherwise, shall be binding, unless signed by both parties. Window Shopping to remove and haul away all job related debris. All sales and discounts allotted. All charges included above. Thank you for your order.

X _____ BUYER'S NAME X _____ BUYER'S SIGNATURE X Glenn Hasenour WINDOW SHOPPING REPRESENTATIVE

Max's Custom Completions, LLC



Commercial/Residential Renovations,
New Construction & More

f maxcustomsllc

270-952-5010

Maxcustoms.llc@gmail.com
6521 SR 56 W Morganfield, KY 42437
after hours: ~~(770) 339-0877~~

CUSTOMER NAME	PHONE	DATE
UCWD		12/23/21

DESCRIPTION	QTY	AMOUNT
Remove & Replace exterior door labor		
Seal/trim/caulk Included		\$ 350.00
ESTIMATE BECOMES CONTRACT WHEN SIGNED AND RETURNED TO MAX'S CUSTOM COMPLETION, LLC (Quote is good for 30 days)		GRAND TOTAL: \$350.00

PAID
DEC 28 2021
UNION CO.
WATER DISTRICT
620.66
Ch.# 15213
(Colin ok)

JOB'S GREATER THAN \$500.00 REQUIRES 50% DOWN PAYMENT TO BEGIN WORK.
CASH OR CHECKS MADE PAYABLE TO MAX'S CUSTOM COMPLETIONS, LLC
Unforeseen circumstances or upgrade in materials are charged to customer.

CUSTOMER SIGNATURE: X. _____ DATE: ____/____/____

Max's Custom Completions, LLC



Commercial/Residential Renovations,
New Construction & More

f maxcustomsllc

270-952-5010

Maxcustoms.llc@gmail.com

6521 SR 56 W Morganfield, KY 42437

after hours: (270) ~~952-5010~~

CUSTOMER NAME	PHONE	DATE
V.C. Walter		6/8/21

DESCRIPTION	QTY	AMOUNT
Remove Carpet where needed + baseboard		
Install Synthetic felt	915sf	
Remove qtr rd + re-install as needed		
undercut door jams		
Install Vinyl tile	915sf	
Welder assist in moving furniture, cabinets etc...		
If Broken qtr rd pcs need replaced it will be @ material cost.		
labor + Disposal of Job waste	1X	\$2,400.00
ESTIMATE BECOMES CONTRACT WHEN SIGNED AND RETURNED TO MAX'S CUSTOM COMPLETION, LLC (Quote is good for 30 days)		GRAND TOTAL: \$2,400.00

JOBS GREATER THAN \$500.00 REQUIRES 50% DOWN PAYMENT TO BEGIN WORK.
CASH OR CHECKS MADE PAYABLE TO MAX'S CUSTOM COMPLETIONS, LLC
Unforeseen circumstances or upgrade in materials are charged to customer.

CUSTOMER SIGNATURE: X. _____ DATE: ___/___/___

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-3:

State whether Union District consulted an attorney before entering into the United Bank loan.

Response: Union District did not consult an attorney regarding the United Bank loan prior to its execution.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-4:

Explain the circumstances that led Union District to determine that the United Bank loan was not subject to Commission approval.

Response: The Union District Board members and its manager were not aware that Commission approval was required, pursuant to KRS 278.300. We regret our oversight, and did not willfully ignore the statutory requirements. It was an inadvertent omission, and the Board members believed they were making a good business decision.

Witnesses: Andrew Arnold, Joyce Greenwell, and Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-5:

Provide the dates of all Commission-conducted training attended by Union District commissioners since January 1, 2017; state whether the training was in person or virtual.

Response: Andrew Arnold attended in-person training on April 9-10, 2013. Joyce Greenwell attended in-person training on June 21-22, 2016. Manager Gray Sheffer also attended these two training seminars. Mr. Arnold, Ms. Greenwell, and Mr. Sheffer—as well as new Board member Steven Loxley—have registered for the training scheduled for July 11 and 12, 2023, at Kentucky Dam Village State Park.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-6:

Provide the lease or agreement Union District had for the use of the building located at 409 North Court Street, Morganfield, Kentucky previously owned by Union County Fiscal Court. Provide the projected monthly expenses for 409 North Court Street, Morganfield, Kentucky, including but not limited to electric, water, and internet.

Response: Please see the attached most recent lease agreement dated June 2014, as well as the original lease agreement dated September 1, 2008. Under the 2014 lease, Union District was required to reimburse the County for any taxes that may be owned, and pay for utilities and expenses associated with day-to-day maintenance.

Approximate monthly expenses associated with the building are as follows:

<u>Vendor</u>	<u>Service Provided</u>	<u>Approximate Amount</u>	
EM Ford	Property Insurance 409 N. Court	\$ 13.25	2023 Policy
City of Morganfield	Water/Sewer/Sanitation	\$ 60.71	(current pricing)
KU (Ky. Utilities)	Electricity	\$ 226.82	(past 12 mos average)
Spectrum Business	Static IP, Internet Service, Phone Services, Video Services (includes Fees & Taxes)	\$ 396.12	(current pricing)

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Lease Agreements

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the ___ day of _____, 2014, by and between the COUNTY OF UNION, a county and political subdivision of the Commonwealth of Kentucky, of P.O. Box 60, Morganfield, Kentucky 42437, hereinafter referred to as LESSOR, and THE UNION COUNTY WATER DISTRICT, of P.O. Box 146, Morganfield, Kentucky 42437, hereinafter referred to as LESSEE, is to WITNESS:

THAT for and in consideration of the mutual obligations of the parties contained herein, the parties hereby agree that the LESEE shall lease from the LESSOR for one year, the following described property located in Morganfield, Union County, Kentucky, to-WIT:

DESCRIPTION:

Beginning at a nail in the right-of-way of North Court Street, thence extending in N 39° 00' 00" E 200 feet to a stake in the North Court Street right-of-way; thence at right angles with North Court Street and extending in a Southeasterly direction 116 feet to the right-of-way line of The Tradewater Railroad; thence in a Southwesterly direction along the right-of-way of the Tradewater Railroad to a railroad spike; thence S 52° 19' 30" E 105.99 feet to the point of beginning, and shown more particularly on the copy of a plat which is attached to Lease of record in Lease Book 267 at page 86 in the Union County Clerk's Office.

SOURCE OF TITLE:

Being a portion of the same property conveyed to The County of Union from B. G. Morgan and wife, Anna M. Morgan, by Deed dated November 18, 1987, and of record in Deed Book 255 at page 391 in the Union County Clerk's Office.

TERM: The initial term of this lease shall be for a period of twenty-four (24) months, commencing on the 1st day of January, 2014 and ending on December 31, 2015. The LESSEE shall be entitled to three successive one year renewals upon the same terms and conditions, except as to rent.

RENT: In consideration of this Lease Agreement, the LESSOR agrees to pay to the LESSEE FIVE HUNDRED (\$500.00) DOLLARS per month, payable on the first day of each month.

POSSESSION: The LESSEE shall receive possession of the above described property upon execution of this agreement.

USE OF PREMISES: The premises are to be used for the operation of the Union County Water District.

TAXES: The LESSEE shall pay all city, county, state and school ad valorem taxes which may be levied against the land and building only. LESSEE shall be responsible for the payment of all such ad valorem taxes on machinery, equipment, inventory, furnishings and other personal property which LESSEE installs in or on leased premises for the conduct of LESSEE business.

UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the premises for the term of this lease or any renewals thereof, including electricity, gas, water, sewer and telephone service.

INSURANCE: The LESSOR shall insure the leased building against damage or loss from fire, windstorm and other major catastrophe during the term of this lease. The LESSEE shall not at any time use the premises, or permit them to be used in such a manner as to increase the rate of insurance thereon.

LESSEE shall be responsible for carrying fire and extended coverage insurance on personal property and other contents of the leased premises, and LESSOR shall have no responsibility for any damage thereto as a result of fire or other casualty.

CONDITION OF PREMISES: The LESSEE shall maintain the premises and keep them in good repair. LESSOR represents that the premises are in fit condition for use by the LESSEE.

REPAIRS AND MAINTENANCE: The LESSEE shall provide the day to day maintenance for the premises, including but not limited to, cleaning and mowing the yard, and the LESSEE shall keep said premises in good repair, ordinary wear and tear excepted.

NON-LIABILITY OF LESSOR FOR DAMAGES: LESSOR shall not be liable for liability or damage claims for injuries to persons or property from any cause relating to the occupancy of the premises by LESSEE. LESSEE shall indemnify LESSOR from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. LESSEE shall carry a liability insurance policy covering said premises for property damage and personal injury with the policy limits of \$1,000,000.00, and shall provide the LESSOR with a copy of said liability insurance policy within thirty (30) days of the execution of the Lease Agreement.

DEFAULT: On occurrence of any default or breach of any provision of this agreement by either party, the defaulting party, upon written Notice of Default by the other party, shall have thirty (30) days from the time of Notice of Default in which to correct the default or breach. If at the expiration of the above stated thirty (30) day period, the defaulting party has not corrected their default or breach, then, and only then, the defaulting party shall be liable to the other party for all damages which the other party may sustain by reason of the defaulting party's breach, including without limitations, all reasonable attorney fees and other expenses incurred by the other party in attempting to enforce the provisions of this Agreement or to recover damages for the breach thereof, and in addition, this agreement may, at the option of the party not in default, be terminated, by written notice, at the end of the above stated thirty (30) day period upon failure of the defaulting party to correct their default or breach.

REMEDIES OF LESSOR: Any and all remedies provided to LESSOR for the enforcement of this Lease Agreement are cumulative and not exclusive and LESSOR shall be entitled to pursue their rights as authorized by law. LESSEE shall be liable for any costs or expenses, including reasonable attorney fees, incurred by LESSOR in the enforcement of the terms of this Lease Agreement and pursuing any legal action for the enforcement of LESSOR'S rights, including any controversy over a breach of the lease or interpretation of any of the terms herein.

ASSIGNMENT OF AGREEMENT: This Lease Agreement may not be assigned by the LESSEE.

PARTIES BOUND: This Lease Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees and assigns of the respective parties hereto.

ENTIRE AGREEMENT: Both the LESSOR and the LESSEE agree that this Lease Agreement constitutes the sole and only agreement between them respecting the property and correctly sets forth their obligation to each other as of its date.

WARRANTY: The LESSOR covenants and warrants that they have good title to the property hereinabove described, and have the right to lease and convey same as set out herein.

AUTHORIZATION: The Union County Fiscal Court at its regularly scheduled meeting on January 14, 2014 unanimously approved and authorized Jody Jenkins, County Judge Executive, to enter into this lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

LESSOR:
UNION COUNTY, KENTUCKY

LESSEE:
THE UNION COUNTY WATER
DISTRICT

By: Jody Jenkins
JODY JENKINS, COUNTY JUDGE
EXECUTIVE

By: Gerald Hunter
GERALD HUNTER, Chairman

Attest:

By: Krystal Steward
Krystal Steward, Secretary

By: Billy Don Greenwell
BILLY DON GREENWELL, Secretary

COMMONWEALTH OF KENTUCKY
COUNTY OF UNION

The foregoing Lease Agreement was on this the 21st day of January, 2014, executed and acknowledged before me by JODY JENKINS as COUNTY JUDGE EXECUTIVE, and attested by Krystal Steward as Secretary for Union County, Kentucky, as LESSOR.

Lemo R. Delesin
NOTARY PUBLIC
My Comm. Expires: July 29, 2017

COMMONWEALTH OF KENTUCKY
COUNTY OF UNION

The foregoing Lease Agreement was on this the 28th day of Jan., 2014, executed and acknowledged before me by GERALD HUNTER as Chairman, and attested by BILLY DON GREENWELL, Secretary, UNION COUNTY WATER DISTRICT, as LESSEE.

PREPARED BY:

Brucie W. Moore
BRUCIE W. MOORE
UNION COUNTY ATTORNEY
P.O. Box 28
Morganfield, KY 42437-0028
Phone: (270) 389-0591

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the 1st day of September, 2008, by and between the COUNTY OF UNION, with its principal office at ___ Main Street, P.O. Box ___, Morganfield, Kentucky 42437, hereinafter referred to as LESSOR, and THE UNION COUNTY WATER DISTRICT, of P.O. Box 146, Morganfield, Kentucky 42437, hereinafter referred to as LESSEE, is to WITNESS:

THAT for and in consideration of the mutual obligations of the parties contained herein, the parties hereby agree that the LESSEE shall lease from the LESSOR for one year, the following described property located in Morganfield, Union County, Kentucky, to-WIT:

DESCRIPTION:

Beginning at a nail in the right-of-way of North Court Street, thence extending in N 39° 00' 00" E 200 feet to a stake in the North Court Street right-of-way; thence at right angles with North Court Street and extending in a Southeasterly direction 116 feet to the right-of-way line of The Tradewater Railroad; thence in a Southwesterly direction along the right-of-way of the Tradewater Railroad to a railroad spike; thence S 52° 19' 30" E 105.99 feet to the point of beginning, and shown more particularly on the copy of a plat which is attached to Lease of record in Lease Book 267 at page 86 in the Union County Clerk's Office.

SOURCE OF TITLE:

Being a portion of the same property conveyed to The County of Union from B. G. Morgan and wife, Anna M. Morgan, by Deed dated November 18, 1987, and of record in Deed Book 255 at page 391 in the Union County Clerk's Office.

TERM: The term of this lease shall be for a period of twenty-eight (28) months, commencing on the 1st day of September, 2008 and ending on December 31, 2010. The LESSEE shall be entitled to three successive one year renewals upon the same terms and conditions, except as to rent.

RENT: In consideration of this Lease Agreement, the LESSOR agrees to pay to the LESSEE FIVE HUNDRED (\$500.00) DOLLARS per month.

POSSESSION: The LESSEE shall receive possession of the above described property upon execution of this agreement.

USE OF PREMISES: The premises are to be used for the operation of the Union County Water District.

TAXES: The LESSEE shall pay all city, county, state and school ad valorem taxes which may be levied against the land and building only. LESSEE shall be

responsible for the payment of all such ad valorem taxes on machinery, equipment, inventory, furnishings and other personal property which LESSEE installs in or on leased premises for the conduct of LESSEE business.

UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the premises for the term of this lease or any renewals thereof, including electricity, gas, water, sewer and telephone service.

INSURANCE: The LESSOR shall insure the leased building against damage or loss from fire, windstorm and other major catastrophe during the term of this lease. The LESSEE shall not at any time use the premises, or permit them to be used in such a manner as to increase the rate of insurance thereon.

LESSEE shall be responsible for carrying fire and extended coverage insurance on personal property and other contents of the leased premises, and LESSOR shall have no responsibility for any damage thereto as a result of fire or other casualty.

CONDITION OF PREMISES: The LESSEE shall maintain the premises and keep them in good repair. LESSOR represents that the premises are in fit condition for use by the LESSEE.

REPAIRS AND MAINTENANCE: The LESSEE shall provide the day to day maintenance for the premises, including but not limited to, cleaning and mowing the yard, and the LESSEE shall keep said premises in good repair, ordinary wear and tear excepted.

NON-LIABILITY OF LESSOR FOR DAMAGES: LESSOR shall not be liable for liability or damage claims for injuries to persons or property from any cause relating to the occupancy of the premises by LESSEE. LESSEE shall indemnify LESSOR from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. LESSEE shall carry a liability insurance policy covering said premises for property damage and personal injury with the policy limits of \$1,000,000.00, and shall provide the LESSOR with a copy of said liability insurance policy within thirty (30) days of the execution of the Lease Agreement.

DEFAULT: On occurrence of any default or breach of any provision of this agreement by either party, the defaulting party, upon written Notice of Default by the

other party, shall have thirty (30) days from the time of Notice of Default in which to correct the default or breach. If at the expiration of the above stated thirty (30) day period, the defaulting party has not corrected their default or breach, then, and only then, the defaulting party shall be liable to the other party for all damages which the other party may sustain by reason of the defaulting party's breach, including without limitations, all reasonable attorney fees and other expenses incurred by the other party in attempting to enforce the provisions of this Agreement or to recover damages for the breach thereof, and in addition, this agreement may, at the option of the party not in default, be terminated, by written notice, at the end of the above stated thirty (30) day period upon failure of the defaulting party to correct their default or breach.

REMEDIES OF LESSOR: Any and all remedies provided to LESSOR for the enforcement of this Lease Agreement are cumulative and not exclusive and LESSOR shall be entitled to pursue their rights as authorized by law. LESSEE shall be liable for any costs or expenses, including reasonable attorney fees, incurred by LESSOR in the enforcement of the terms of this Lease Agreement and pursuing any legal action for the enforcement of LESSOR'S rights, including any controversy over a breach of the lease or interpretation of any of the terms herein.

ASSIGNMENT OF AGREEMENT: This Lease Agreement may not be assigned by the LESSEE.

PARTIES BOUND: This Lease Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees and assigns of the respective parties hereto.

ENTIRE AGREEMENT: Both the LESSOR and the LESSEE agree that this Lease Agreement constitutes the sole and only agreement between them respecting the property and correctly sets forth their obligation to each other as of its date.

WARRANTY: The LESSOR covenants and warrants that they have good title to the property hereinabove described, and have the right to lease and convey same as set out herein.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

LESSOR:
UNION COUNTY, KENTUCKY

LESSEE:
THE UNION COUNTY WATER
DISTRICT

By: Jody Jenkins
JODY JENKINS, COUNTY JUDGE
EXECUTIVE

By: Jim Ricketts
CHAIRMAN

Attest:

By: Vicki V. O'Neil
Secretary

By: Billy Dow Greenwell
Secretary

COMMONWEALTH OF KENTUCKY
COUNTY OF UNION

The foregoing Lease Agreement was on this the 21 day of October,
2008, executed and acknowledged before me by JODY JENKINS as COUNTY JUDGE
EXECUTIVE, and attested by Vicki V O'Neil as Secretary for Union
County, Kentucky, as LESSOR.

W. Wilma Teague
NOTARY PUBLIC
My Comm. Expires: 6/28/2012

COMMONWEALTH OF KENTUCKY
COUNTY OF UNION

The foregoing Lease Agreement was on this the _____ day of _____,
2008, executed and acknowledged before me by Jim Ricketts Chairman,
and Billy Dow Greenwell Secretary, UNION COUNTY WATER DISTRICT, as
LESSEE.

PREPARED BY:

W. Wilma Teague
Notary Public
1-1-2009

Brucie W. Moore
BRUCIE W. MOORE
UNION COUNTY ATTORNEY
P.O. Box 28
Morganfield, KY 42437-0028
Phone: (270) 389-0591

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-7:

Provide any signed or executed contracts for improvements or modifications for 409
North Court Street, Morganfield, Kentucky.

Response: Please see attached documentation.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

Documentation for Improvements



0015011921824216109721860240101083021

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$75,000.00	08-30-2021	09-01-2031	82421	@ 80%	15011921	GCP	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Union County Water District
PO BOX 146
MORGANFIELD, KY

Lender: UNITED COMMUNITY BANK OF WEST KENTUCKY
INC
East Main Morganfield Office
131 East Main St
Morganfield, KY 42437
(270) 389-3232

LOAN TYPE. This is a Fixed Rate (3.400%) Nondisclosable Loan to a Government Entity for \$75,000.00 due on demand and, if no demand, on September 1, 2031.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase and update property at 409 N Court St Morganfield, KY.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$75,000.00 as follows:

Amount paid to Borrower directly:	80180175	\$25,000.00
\$25,000.00 Deposited to Account #	80137180	
Amount paid to others on Borrower's behalf:		\$49,950.00
\$49,950.00 to County of Union, Kentucky		
Other Disbursements:		\$50.00
\$50.00 Union County Clerk, Transfer Tax - Paid out of sellers funds		
Note Principal:		\$75,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$295.00
— \$295.00 Loan Origination Fee	
Other Charges Paid in Cash:	\$544.00
— \$130.00 Recording	
— \$14.00 Flood Determination	
— \$400.00 Title Opinion	
Total Charges Paid in Cash:	\$839.00

loan closing costs

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 30, 2021.

BORROWER:

UNION COUNTY WATER DISTRICT

By: *[Signature]*

By: *[Signature]*

Invoice No. **782633** Date 12/21/21 P.O.

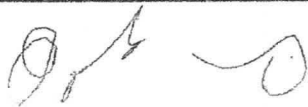
Qty	Item No.	Description	List	Price	Extended
1	_COMMENT	Miscellaneous	\$0.00	0.00	\$0.00
1	SOD	* S140 3/0 RH D BORE (PO:4658) (No Payment Discount)	\$575.81	575.81	\$575.81

(Front door)

Non Taxable SubTotal	575.81
Taxable SubTotal	0.00
Sales Tax	0.00
Invoice Total	575.81

Invoice No. **783193** Date 12/23/21 P.O.

Qty	Item No.	Description	List	Price	Extended
2	787248	* WHT A/P SILICONE 1 SLNT	\$5.99	5.99	\$11.98
1	84548	* ULTRA OAK 8' QTR ROUND	\$4.99	4.99	\$4.99



By: bob UCWD

Non Taxable SubTotal	16.97
Taxable SubTotal	0.00
Sales Tax	0.00
Invoice Total	16.97

WIND W SHOPPING

Windows / Doors

8002 Lincoln Avenue
 Evansville, IN 47715
 812-214-5224

WHOLESALE & RETAIL WINDOW CONTRACT

For Office Use Only

INV#	
PREV. INV#	
PREV. LEAD	Y N

Union County Water District
 Address: 409 N Court St
 Morganfield State Ky Zip 42437

Date: 9/17/21
 Home Phone: (270) 389-3868
 Cell/Other: _____




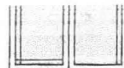
WINDOW SHOPPING AGREES TO MEASURE, FURNISH, & INSTALL THE FOLLOWING CUSTOM MADE WINDOWS FOR THE AMOUNT STIPULATED BELOW:

All Window Shopping windows will have fusion welded corners on all sashes and the main frame.

OTHER _____ SINGLE HUNG FUSION SOLSTICE ULTRA

QUANTITY	OBSCURE GLASS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	LOCATION: _____	QUANTITY		PVC or G8 COIL TRIM COLOR: <u>White</u>	TEMPERED GLASS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
			WITHOUT GRIDS	GRIDS & STYLE		
		DOUBLE HUNG (HALF-SCREEN) <input type="checkbox"/> Full Screen			CASEMENT (FULL-SCREEN)	
		2 LITE SLIDER (HALF-SCREEN) <input type="checkbox"/> Full Screen			BAY WITH PICTURE WINDOW <input type="checkbox"/> 3 LITE <input type="checkbox"/> 4 LITE <input type="checkbox"/> 4 LITE ALL OUTSIDE LITE ARE TO BE DOUBLE HUNG AND THE CENTER UNIT WILL BE PICTURE WINDOW	
		3 LITE SLIDER PICTURE WINDOW (TWO SCREENS) <input type="checkbox"/> EQUAL LITE			BOW WINDOW THE TWO OUTSIDE FLANKING LITES WILL BE CASEMENTS WITH FULL SCREENS. ALL OTHER UNITS WILL BE FIXED.	
		PICTURE WINDOW (NO SCREEN)		N A	GARDEN WINDOW WITH CASEMENT END-EVENTS	
		HOPPER TILT BASEMENT WINDOW (FULL SCREEN)			AWNING (FULL SCREEN)	
SHAPED WINDOWS <input type="checkbox"/> HALF ROUND <input type="checkbox"/> EYEBROW <input type="checkbox"/> TRAP <input type="checkbox"/> OTHER (Draw in Space)						

GRID STYLES	<input type="checkbox"/> CONTOUR	<input type="checkbox"/> RECTANGLE (not available in Fusion)	GLASS OPTIONS	WINDOW COLOR
				Interior

 COLONIAL	 DIAMOND	 PRAIRIE	 OPEN PRAIRIE	<input checked="" type="checkbox"/> DOUBLE SOFT COAT LOW E	<input checked="" type="checkbox"/> WHITE
				<input checked="" type="checkbox"/> TRIPLE SOFT COAT LOW E	<input type="checkbox"/> BEIGE
					CUSTOM: _____

Customer agrees to participate in Window Shopping's yard sign program for 45 days after installation.

TOTAL NUMBER OF WINDOWS ON THE ORDER 3

Exterior
 WHITE
 BEIGE
 CUSTOM: _____

Comments INCLUDES ALL DISCOUNTS + INCENTIVES / INCLUDES LIFETIME WARRANTY ON MATERIAL, LABOR + SEAL FAILURE. 5 YEAR BROKEN GLASS WARRANTY.

90 YEARS FREE IN HOME SERVICE.
 There is a standard \$75 service-trip charge (which may vary based on inflation and distance) after two years following installation.

BUYER'S RIGHT TO CANCEL
 BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER WILL USE THIS CONTRACT AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THIS NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.

Total Investment	\$ <u>2240</u>
Down Payment	\$ <u>740</u>
Balance	\$ <u>1500</u>
<input type="checkbox"/> Financial Plan	<input checked="" type="checkbox"/> Cash, Check or Charge
3% Credit Card Balance Payment Fee	
All finance completion paperwork is to be collected at job completion or homeowner agrees to pay 2% fee.	

Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This contract is valid only with proper signatures. Window Shopping shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Owner agrees that the equity in this property is security for this contract. Since this contract calls for made to order goods, it is not subject to cancellation except as stated above. In the event of default payment causing Window Shopping to place this matter in the hands of an attorney for collection, buyer agrees to pay all costs of collection, including a reasonable attorney's fee. 655 7 Days After installation completion there will be a 3% late fee on all unpaid balances. If balance is not paid within 30 days of completion, an additional 2% fee will be added to the past due balance every 30 days. Start installation approximately 24-28 weeks from above date. 655 Verbal promises can cause misunderstandings, therefore this contract constitutes the understanding of the parties, and no other understanding, collateral, verbal or otherwise, shall be binding, unless signed by both parties. Window Shopping to remove and haul away all job related debris. All sales and discounts allotted. All charges included above. **Thank you for your order.**

Jane Shaffer CUSTOMER'S SIGNATURE [Signature] WINDOW SHOPPING REPRESENTATIVE

(Window Shopping invoice pg. 2)

UNION COUNTY WATER DIST.

Customer No.: UCWD

Invoice No.	775845	Date	11/16/21	P.O.	FLOORING								
Qty	Item No.	Description	List	Price	Extended								
1	SUE	* 42"X250' SYNTHETIC FELT RHINO	\$66.88	66.88	\$66.88								
					<table border="1"> <tr> <td>Non Taxable SubTot</td> <td>66.88</td> </tr> <tr> <td>Taxable SubTotal</td> <td>0.00</td> </tr> <tr> <td>Sales Tax</td> <td>0.00</td> </tr> <tr> <td>Invoice Total</td> <td>66.88</td> </tr> </table>	Non Taxable SubTot	66.88	Taxable SubTotal	0.00	Sales Tax	0.00	Invoice Total	66.88
Non Taxable SubTot	66.88												
Taxable SubTotal	0.00												
Sales Tax	0.00												
Invoice Total	66.88												
By: GARY SHEFFER													

Invoice No.	775959	Date	11/16/21	P.O.									
Qty	Item No.	Description	List	Price	Extended								
2	8168015	* POWERZONE SURGE 8/OUTLT 3600J ST	\$49.99	49.99	\$99.98								
1	536830	** 6-OUTLET POWER STRIP (No Payment Discount)	\$15.99	14.99	\$14.99								
					<table border="1"> <tr> <td>Non Taxable SubTot</td> <td>114.97</td> </tr> <tr> <td>Taxable SubTotal</td> <td>0.00</td> </tr> <tr> <td>Sales Tax</td> <td>0.00</td> </tr> <tr> <td>Invoice Total</td> <td>114.97</td> </tr> </table>	Non Taxable SubTot	114.97	Taxable SubTotal	0.00	Sales Tax	0.00	Invoice Total	114.97
Non Taxable SubTot	114.97												
Taxable SubTotal	0.00												
Sales Tax	0.00												
Invoice Total	114.97												
By: GARY SHEFFER													

Invoice No.	776019	Date	11/16/21	P.O.	MAX BELT								
Qty	Item No.	Description	List	Price	Extended								
2	434450	* WAX EXTENDER KIT <i>- toilet seal</i>	\$8.99	8.99	\$17.98								
					<table border="1"> <tr> <td>Non Taxable SubTot</td> <td>17.98</td> </tr> <tr> <td>Taxable SubTotal</td> <td>0.00</td> </tr> <tr> <td>Sales Tax</td> <td>0.00</td> </tr> <tr> <td>Invoice Total</td> <td>17.98</td> </tr> </table>	Non Taxable SubTot	17.98	Taxable SubTotal	0.00	Sales Tax	0.00	Invoice Total	17.98
Non Taxable SubTot	17.98												
Taxable SubTotal	0.00												
Sales Tax	0.00												
Invoice Total	17.98												
By: ROB													

Invoice No.	776251	Date	11/17/21	P.O.	OFFICE								
Qty	Item No.	Description	List	Price	Extended								
1	401428	* 1.28 ADA TOILET EXPRESS <i>- toilet</i>	\$154.99	154.99	\$154.99								
2	200801009	** 12"X24" PEBBLE VINYL TILE 20MIL SHAW 15.83SQFT (No Payment Discoun <i>(flooring)</i>)	\$67.91	67.91	\$135.82								
					<table border="1"> <tr> <td>Non Taxable SubTot</td> <td>290.81</td> </tr> <tr> <td>Taxable SubTotal</td> <td>0.00</td> </tr> <tr> <td>Sales Tax</td> <td>0.00</td> </tr> <tr> <td>Invoice Total</td> <td>290.81</td> </tr> </table>	Non Taxable SubTot	290.81	Taxable SubTotal	0.00	Sales Tax	0.00	Invoice Total	290.81
Non Taxable SubTot	290.81												
Taxable SubTotal	0.00												
Sales Tax	0.00												
Invoice Total	290.81												
By: GARY SHEFFER													

Invoice No. **775805** Date 11/15/21 P.O. WATER...

Qty	Item No.	Description	List	Price	Extended
57	200801009	** 12"X24" PEBBLE VINYL TILE 20MIL SHAW 15.83SQFT (No Payment Discoun	\$67.91	67.91	\$3,870.87

Non Taxable SubTotal	3,870.87
Taxable SubTotal	0.00
Sales Tax	0.00
Invoice Total	3,870.87

By: GARY SHEFFER

Invoice No. **776719** Date 11/19/21 P.O. FLOOR TRIMS

Qty	Item No.	Description	List	Price	Extended
15	MH	* MISC HILLMAN FASTENERS	\$0.15	0.15	\$2.25
1	172480	* 1/4X48 HARDWOOD DOWEL	\$1.89	1.89	\$1.89
1	SOF	** UPS FEE(SO:84900) (PO:4695) (No Payment Discount)	\$14.75	14.75	\$14.75
2	SOF	** PEBBLE T-MOLD 94"(SO:84900) (PO:4695) (No Payment Discount)	\$43.88	43.88	\$87.76

Non Taxable SubTotal	106.65
Taxable SubTotal	0.00
Sales Tax	0.00
Invoice Total	106.65

By: MAX BELT

Max's Custom Completions, LLC



Commercial/Residential Renovations,
New Construction & More

f maxcustomsllc

270-952-5010

Maxcustoms.llc@gmail.com
6521 SR 56 W Morganfield, KY 42437
after hours: (270) ~~952-5010~~

CUSTOMER NAME	PHONE	DATE
U. C. Water		6/8/21

DESCRIPTION	QTY	AMOUNT
Remove Carpet where needed + baseboard		
Install Synthetic felt	915sf	
Remove gtr rd + re-install as needed		
Undercut door jambs		
Install Vinyl tile	915sf	
Under assist in moving furniture, cabinets etc...		
If Broken gtr rd pcs need replaced it will be @ material cost.		
labor + Disposal of Job waste	1X	\$2,400. ⁰⁰

PAID
NOV 19 2021
UNION CO.
WATER DISTRICT
620.66
ck # 1522

ESTIMATE BECOMES CONTRACT WHEN SIGNED AND RETURNED TO MAX'S CUSTOM COMPLETION, LLC (Quote is good for 30 days)	GRAND TOTAL: \$2,400. ⁰⁰
--	--

JOBS GREATER THAN \$500.00 REQUIRES 50% DOWN PAYMENT TO BEGIN WORK.
CASH OR CHECKS MADE PAYABLE TO MAX'S CUSTOM COMPLETIONS, LLC
Unforeseen circumstances or upgrade in materials are charged to customer.

Invoice No. **793325** Date 02/24/22 P.O.

Qty	Item No.	Description	List	Price	Extended
1	SOCT	* FORMICA STORMY NIGHT 9537FX34 SQUARE EDGE (PO:5406) (PO:5406) (No Pa	\$1,135.25	1135.25	\$1,135.25
1.00	FSC	FUEL SURCHARGE/DELIVERY	\$8.00	8.00	\$8.00

Development

PAID

620166 MAR 08 2022 *CL# 1527*

UNION CO.
WATER DISTRICT

Non-Taxable SubTot	1,143.25
Taxable SubTotal	0.00
Sales Tax	0.00
Invoice Total	1,143.25

Invoice No. **796169** Date 03/11/22 P.O.

Qty	Item No.	Description	List	Price	Extended
1	SOCT	** END SPLASH 24 LONG(SO:85640) (No Payment Discount)	\$34.67	34.67	\$34.67

Gary Sheffer

By: GARY SHEFFER

Subtotal	34.67
Taxable Subtotal	0.00
Sales Tax	0.00
Invoice Total	34.67



Paul call # → (270)952-2781
Invoice
Proposal

PROPOSAL SUBMITTED TO: Union County Water District WORK TO BE PERFORMED AT:

NAME <u>Gary Sheffer</u>	ADDRESS	DATE <u>14 MAR 2022</u>
ADDRESS <u>m. field office</u>	DATE OF PLANS	PROPOSAL NO.
PHONE # <u>952-1716</u>	ARCHITECT	SHEET NO. <u>1 of 1</u>

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

- interior rooms of
- 1) Reception office (to include desk paneling)
 - 2) hallway
to be prepped (sand, seams caulk, holes puttied)
oil prime / paint 2x with Sherwin Williams Emerald
950⁰⁰ labor, mat, equip. - walls
280⁰⁰ " " - Ceilings
 - 3) Sheffer office chair-railing / paneling
180⁰⁰ labor, mat, equip. - walls
170⁰⁰ labor, mat, equip. - ceiling

note: Customer to select color/sheen
Sherwin Williams Emerald is cabinet grade paint

- 4) pop-corn text. Repair office ceilings # 50⁰⁰ labor/mat.

WE PROPOSE all material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:
sixteen hundred thirty Dollars (\$ 1630⁰⁰)

Payment to be made as follows: _____
Respectfully submitted: [Signature]
Per: Dunford Painting

Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____
Signature _____

HENSHAW'S SERVICES
4100 US HWY 60 E
MORGANFIELD KY 42437
270-952-2324

9322

INVOICE

Customer

Name UNION COUNTY WATER DISTRICT
Address 409 N CT ST
City MORGANFIELD State KY ZIP 42437
Phone 270-389-3868

Misc

Date 11/1/2021
P.O..
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	FILL CRACK WITH HOT RUBBER	\$ 1,930.00	\$ 1,930.00
1	SEAL ASPHALT PARKING LOT	\$ 1,400.00	\$ 1,400.00

PAID
NOV 08 2021
UNION CO.
WATER DISTRICT
620.66
OK # 1520

SubTotal \$ 3,330.00
Labor

Payment

Select One...

Tax Rate(s)

Comments THANKS
Name KEITH HENSHAW
CC #
Expires

TOTAL \$ 3,330.00

Office Use Only

We appreciate your business

Dec 09, 2021 order

Order# 6142103-374788



Sauder Palladia 2-Drawer Lateral File, Split Oak Finish	Qty 1	\$243.77
Sauder Palladia 2-Drawer Lateral File, Split Oak Finish	Qty 1	\$243.77
Sauder Palladia L-Shaped Desk, Split Oak Finish	Qty 1	\$519.99
Sauder Palladia L-Shaped Desk, Split Oak Finish	Qty 1	\$519.99
HON ComforTask 5900 Series Armless Task Office Chair	Qty 1	\$143.00
HON ComforTask 5900 Series Armless Task Office Chair	Qty 1	\$143.00
Advantage Mat Vinyl Lipped Chair Mat for Hard Floor, 36" x 48"	Qty 1	\$30.67
Plixio Memory Foam Lumbar Back Support Pillow and Seat Cushion for Office Chair and Car Seat, Support for Sciatica, Coccyx, Back & Tailbone Pain Relief	Qty 2	\$79.98
Advantage Mat Vinyl Lipped Chair Mat for Hard Floor, 36" x 48"	Qty 1	\$30.67

Subtotal \$1954.84

Taxes \$0.00

Total \$1954.84

Payment method

 Ending in 7377

Final Details for Order #114-9573794-8639411

Print this page for your records.

Order Placed: January 11, 2022

Amazon.com order number: 114-9573794-8639411

Order Total: \$391.99

Shipped on January 25, 2022

Items Ordered

Price

1 of: Sauder Palladia Library With Doors, L: 29.37" x W: 13.9" x H: 71.85", Split Oak finish \$369.80

Sold by: BJICenter ([seller profile](#))

Condition: New

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Amazon.com Visa | Last digits: 7079

Item(s) Subtotal: \$369.80

Shipping & Handling: \$0.00

Total before tax: \$369.80

Estimated tax to be collected: \$22.19

Grand Total: \$391.99

Billing address

KARA R. BICKETT
46 WILLOW LOOP
STURGIS, KY 42459-1797
United States

Credit Card transactions

Visa ending in 7079: January 25, 2022: \$391.99

To view the status of your order, return to [Order Summary](#).

This item was paid for w/ secretary, Kara Bickett's credit card & the Water District reimbursed her. Credit card limit would

amazon.com

Details for Order #114-7665693-2490628

VISA

Order Placed: January 13, 2022
PO number : office
Amazon.com order number: 114-7665693-2490628
Order Total: \$233.18

Not Yet Shipped

Items Ordered

Price

2 Of: Space Solutions 3 Drawer Metal File Cabinet with Pencil Drawer Charcoal

\$109.99

Sold by: Cymax (seller profile)

Condition: New

Shipping Address:

Gary Sheffer
409 N COURT ST
MORGANFIELD, KY 42437-1463
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Visa | Last digits: 0604

Item(s) Subtotal: \$219.98

Shipping & Handling: \$0.00

Billing address

Gary Sheffer
409 N COURT ST
MORGANFIELD, KY 42437-1463
United States

Total before tax: \$219.98

Estimated Tax: \$13.20

Grand Total: \$233.18

To view the status of your order, return to [Order Summary](#) .

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc.

PAID

FEB 15 2022

UNION CO.
WATER DISTRICT

620.53

Cl. # 1526
Development

Dec 09, 2021 order
Order# 6142103-576833



Lorell Black Leather Guest Reception Waiting Room Chair	Qty 1	\$88.99
Lorell Black Leather Guest Reception Waiting Room Chair	Qty 1	\$88.99
Lorell Black Leather Guest Reception Waiting Room Chair	Qty 1	\$88.99
Lorell Black Leather Guest Reception Waiting Room Chair	Qty 1	\$88.99

Subtotal \$355.96

Taxes \$0.00

Total \$355.96

Payment method

 Ending in 7369

Invoice

BILL TO:

UNION COUNTY WATER DISTRICT
GARY SHEFFER
PO BOX 146
MORGANFIELD, KY 42437-0146

SHIP TO:

UNION COUNTY WATER DISTRICT
GARY SHEFFER
409 N COURT ST

MORGANFIELD, KY 42437-1463

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10591498420	Customer No: 137008812	Order No: 457510855	Page 1 of 1
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Payment Terms: Credit/Deb.Card	Sales Rep: KAITLYN_STOUT
Invoice Date: 06/14/2022	Purchase Order:
Waybill Number: 1ZR5X7480332903123	Contract Name:
Order Date: 06/14/2022	Shipped Via:

Item Number	Description	Qty	Unit	Unit Price	Amount
0-AXKB	Dell 27 Monitor - S2721HSX, 68.6 cm (27.0), Free-Sync, HDMI cable System Service Tags:1PZJ7H3, 4TZJ7H3	2	EA	244.99	489.98

IF BALANCE DUE IS NOT PAID WITHIN TIME PERIOD NOTED ON INVOICE YOU MAY BE SUBJECT TO A LATE PENALTY CHARGE AS ALLOWED UNDER THE TERMS OF SALE. CALIFORNIA SHIPMENTS: STATE ENVIRONMENTAL FEE UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING DISPLAYS GREATER THAN 4 INCHES. KEEP ORIGINAL BOX FOR ALL RETURNS. REMIT ALL PAYMENTS TO YOUR CONTRACTS ASSIGNED ENTITY DELL MARKETING L.P.

USD	
Sub-Total:	\$ 489.98
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 489.98	Tax:
Non-Taxable:	\$ 29.40
\$ 0.00	
Invoice Total:	\$ 519.38
Credit/Deb.Card	\$ 519.38

Your Dell Order Has Been Received | Dell Purchase ID: 2008306847980

From: Sophia_Post@Dell.com (sophia_post@dell.com)

To: ucwdgarysheffer@yahoo.com

Cc: sophia_post@dell.com

Date: Tuesday, August 31, 2021, 01:17 PM CDT



We've received your order!
You should receive an order confirmation soon.

Thank you for choosing Dell!

[View Order Details](#)

Dell Purchase ID:	2008306847980
Purchased On:	Aug. 31, 2021
Total (USD):	\$1,914.45

Company Name:	UNION COUNTY WATER DISTRICT
Customer Name:	GARY SHEFFER
Customer Number:	137008812

Sales Representative:	Sophia Post
Email:	Sophia_Post@Dell.com
Telephone Number:	(800) 456-3355, 6182800

Bill To:	
GARY SHEFFER	
UNION COUNTY WATER	
DISTRICT	
409 N COURT ST	
MORGANFIELD, KY. 42437-1463	
(270) 389-3868	

Payment Method	Amount
Credit Card	\$1,914.45

Price Summary

Qty	Unit Price	Subtotal
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Dell 27 Monitor - P2722H, 68.6cm (27") 1 \$319.99 \$319.99

Subtotal: \$1,806.07
Shipping &/or Handling: \$0.00
Estimated Tax: \$108.36

Total: \$1,914.45

Please see the attached PDF for the multiple shipping locations.

Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



Please do not reply to this email as it's auto-generated.

Important Notices:

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale, or, for cloud/as-a-Service offerings, the applicable cloud terms of service available at www.dell.com/offeringsspecific/terms. Consumers: these terms include a binding consumer arbitration provision.

Dell reserves the right to cancel this order in the event of pricing or other errors.

All tax quoted by Dell is estimated; final taxes will be listed on the invoice.

You should only provide personal data to Dell where strictly required. Where Dell needs to process your personal data in order to fulfill your order, Dell shall only do this in accordance with its legal obligations and in line with the Dell Privacy Statement.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped. Dell is not responsible for carrier delays, weather, natural disasters or other unforeseeable issues that may impact the delivery of your order after it ships.

Legal Disclaimers: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. All tax quoted above is estimated; final taxes will be listed on the invoice.

Consumers: Your order is subject to Dell's Consumer Terms of Sale (the terms include a binding arbitration provision).

Other Customers: Unless you have a separate written agreement that specifically applies to this order, your order is subject to the following agreements, each of which is available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale, which incorporate Dell's U.S Return Policy and Warranty. If this purchase is intended for resale: Dell's Reseller Terms of Sale. If this purchase includes services: Dell's service contracts, in addition to Dell's Terms of Sale. If this purchase includes software: your use of the software is subject to Dell license agreements, in addition to Dell's Terms of Sale. You acknowledge having read and agree to be bound by the foregoing applicable terms. Any terms and conditions in your purchase order or any other correspondence that are in addition to, inconsistent or in contact with, the foregoing applicable terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms, if you are a department, agency, division, or office or any district, state, country or municipal government within the United States, if any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by applicable law, such portion shall not apply to you.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Dell Marketing LP, U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Handwritten note: THIS TRANSACTION WAS PAID w/ GARY Sheffer personal credit card & reimbursed to him by WATER District.

Handwritten note: credit card limit wouldnt

TRI COUNTY WASTE, INC.
 5410 US HWY 60 W
 MORGANFIELD,, Ky 42437
 270-333-3666

Statement

Date: Mon Feb 28, 2022
Account #: 4620
Please Pay: \$1,047.44

Bill To:
UNION CO WATER DISTRICT PO BOX 146 MORGANFIELD, KY 42437-0146

Location
UNION CO WATER DISTRICT 409 N Court Street MORGANFIELD, KY 42437

ying Charge 2%

Pay your bill Online at
www.trashbilling.com
 ID#: 102160046208

Page 1
 Due Date: On Receipt

ns: Upon Receipt
 County Waste, Inc.

Acct# 4620

409 N Court Street, Morganfield, Ky

Date	Description	Amount	Total
2/22/22	RollOff RO30-28 30 Yard Tkt: 162327	\$400.00	\$400.00
2/22/22	Tonnage 2.27 @ \$55.00/Ton RO30-28 30 Yard Tkt: 162327	\$124.85	\$524.85
2/22/22	Invoice 12065 \$566.84		
2/28/22	Roll-off Daily 89.00 @ \$5.00/ 11/25-02/20	\$445.00	\$969.85
2/28/22	Invoice 12083 \$480.60		
	Franchise Fee:	\$77.59	\$1,047.44
	Balance Due:		\$1,047.44
	up to 30 31 to 60 61 to 90 Over 90 Total		
	\$1,047.44 \$0.00 \$0.00 \$0.00 \$1,047.44		
	Grand Total:		\$1,047.44

Pay your bill and see account information
 Online at www.trashbilling.com ID#: 102160046208

Reminder: All statements/invoices are due upon receipt. Account with a balance after the 10th are considered past due. All accounts with outstanding balances on the 20th of the month will be placed on no pick up and a restart fee will apply if payment arrangements are not made. To avoid interruption of service please remit payment upon receipt, via website, mail, phone or at our office 5410 US Hwy 60 West Monday - Friday 7:00 A.M. to 4:00 P.M. As always we Thank-you and Appreciate your business.

ALL RESIDENTIAL TRASH TO BE BAGGED IN CONTAINER AND PLACED CURBSIDE BY 4:00 A.M. FOR DISPOSAL LOOSE TRASH WILL NOT BE REMOVED.

PAID
 MAR 15 2022
 UNION CO. WATER DISTRICT
620.66
ck # 1528

Order details

Your Dell Purchase ID: 2009484891321

Order date: 2/14/2023

Order total: \$1,562.59

Total savings: \$805.05



Precision 3460 Small Form Factor Workstation

Quantity 1

Get it by Thursday, Feb 16



Dell Pro Wireless Keyboard and Mouse – KM5221W

Quantity 1

Get it by Thursday, Feb 16

▼ Hide Order Details

Payment Method



ending in 7369

Expires 6/2024

UNION CO WATER DISTRICT

Ship To

GARY SHEFFER

UNION COUNTY WATER DISTRICT

409 North Court Street

Morganfield, KY 42437

(270) 389-3868

unioncokywater@twc.com

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-8:

Item 8 was omitted from the Staff's Request for Information.

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-9:

Provide any written legal opinion relied upon by Union District prior to obtaining financing for 409 North Court Street, Morganfield, Kentucky, as it relates to financing or regulatory approvals.

Response: Objection. This request seeks information potentially protected by the attorney-client communications. Notwithstanding this objection, Union District states that there are no such written legal opinion relied upon by Union District prior to obtaining financing for 409 North Court Street, Morganfield, Kentucky, as it relates to financing or regulatory approvals.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

STAFF DR 1-10:

Provide the invoices, receipts, and all other documentation for any improvements and modifications made to 409 North Court Street, Morganfield, Kentucky.

Response: Please see response to Item 7 above. In addition, please see the attached list of improvements funded through the United Bank loan.

Witness: Gary Sheffer

Case No. 2023-00120
Union County Water District
Responses to Staff's First Request for Information

List of Improvements

Closing Costs on Loan	\$839.00	United Community Bank
New Front Door & Supplies	\$592.78	Morganfield Home Center invoices 782633 & 783193
Front Door Installation/Labor	\$350.00	Max's Custom Completion, LLC
New Windows	\$2,240.00	Window Shopping
New Flooring & Supplies	\$4,180.22	Morganfield Home Center invoice #'s 775845, 776251, 775805, 776719
New Toilet	\$172.97	Morganfield Home Center invoices 776019 & 776251
Flooring Labor	\$2,400.00	Max's Custom Completion, LLC
New Reception Counter	\$1,177.92	Morganfield Home Center invoices 793325 & 796169
Paint	\$1,630.00	Dunford Painting
Parking Lot Repaired & Sealed	\$3,330.00	Henshaw's Services
Desks x2	\$1,039.98	Walmart order # 6142103- 374788 (total \$1954.84)
Desk chairs, cushions, & mats x2	\$427.32	
Lateral file drawers x2	\$487.54	
Bookshelf/cabinet	\$391.99	Amazon order # 114-9573794- 8639411
Small file cabinets x2	\$233.18	Amazon order # 114-7665693- 2490628
Reception chairs x4	\$355.96	Walmart order # 6142103- 576833
Computer Monitors x2	\$519.38	Dell Technologies invoice # 10591498420
Gary computer & monitor	\$1,914.45	Dell Technologies invoice # 2008306847980
Roll off Dumpster	\$1,047.44	Tri County Waste, Inc.
Secretary/Kara New Computer	\$1,562.59	Dell Technologies invoice # 2009484891121 (02/13/2023)
	\$24,892.72	

\$ (25,000.00)

\$ (107.28) REMIANING FUNDS