

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF JESSAMINE-SOUTH ELKHORN)
WATER DISTRICT FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY TO)
CONSTRUCT AND FINANCE A WATERWORKS) **CASE NO 2012-00084**
IMPROVEMENTS PROJECT PURSUANT TO KRS)
278.020 AND 278.300)

JESSAMINE-SOUTH ELKHORN WATER DISTRICT'S SUPPLEMENTAL
RESPONSES TO FOREST HILLS RESIDENTS' ASSOCIATION, INC.'S FIRST
REQUESTS FOR INFORMATION

Comes the Jessamine-South Elkhorn Water District ("Water District"), by counsel, and for its Supplemental Responses to the First Requests for Information from the Forest Hills Residents' Association, Inc. ("Forest Hills", or "Residents' Association"), answer as follows:

Facts, documents and things now known may be imperfectly understood and, accordingly, such facts, documents, and things may not be included in the following responses. The Water District reserves the right to reference, discover, or offer into evidence at a later time any and all facts, documents and things notwithstanding the initial responses and objections interposed herein. The Water District also reserves the right to reference, discover, or offer into evidence at a later time any and all facts, documents, and things that it does not presently recall but may recall at some time in the future.

GENERAL OBJECTIONS

1. The Water District objects to Forest Hills' Requests on the grounds that it seeks disclosure of information protected by the attorney-client, work product, and any other

applicable privileges. To the extent that The Water District inadvertently discloses information that may arguably be protected from discovery under attorney-client privilege, the work product doctrine, or any other applicable privilege, such inadvertent disclosure does not constitute a waiver of any such privilege.

2. The Water District objects to Forest Hills' Requests insofar as they seek information concerning matters unrelated to the subject matter of this proceeding, on the grounds that they are overly broad, unduly burdensome, and seek information that is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to discovery of admissible evidence.

3. The Water District objects to Forest Hills' Requests insofar as they seek confidential proprietary and/or trade secret information of the Water District that, if disclosed, could irreparably harm the Water District. Accordingly, the Water District objects to producing any such information absent entry of an appropriate Protective Order.

4. The Water District objects to Forest Hills' Requests on the grounds that they are not limited in time frame and are overly broad and unduly burdensome because they are more than inclusive of the time period at issue at this case.

5. The Water District objects to Forest Hills' Requests to the extent that they call for information or documents that are not currently in the Water District's possession, custody or control or that are currently filed in the record.

6. The responses set forth below are made without in any manner waiving (1) the right to object to the use of any response for any purpose, in this proceeding or any other action, on the grounds of privilege, relevance, materiality, or any other appropriate grounds: (2) the right to object to any other documents requests involving or relating to the subject matter of the

responses herein; and (3) the right to revise, correct, supplement or clarify any of the responses provided below, at any time.

7. The District objects to the “Instructions” provided by Forest Hills to the extent that such instructions exceed, modify or present additional instructions to those stated by the Commission in its Order of September 26, 2014 or those contained in applicable Commission statutes or regulations.

8. The District further objects generally to Forest Hills’ Requests in that they are overly broad, unduly burdensome and will result in unjustifiable expense and delay in this proceeding. In addition, numerous requests seek information with respect to tangential issues that were already fully explored in Case No. 2012 -00470, the record of which has already been incorporated by reference into this proceeding at the request of the District. The District continues to object to any effort on the part of Forest Hills to relitigate its siting complaint, which the PSC has already determined in Case No. 2012-00470 is not a primary issue in a water tank CPCN application. The requests are also objectionable to the extent that they seek compilations of lists of privileged communications, and seek masses of documents without sufficiently identifying the nature of the documents sought or the purpose of the request with respect to this application.

The General Objections are applicable to each and every one of the following responses and objections, and failure to repeat an objection in response to a specific request shall not be deemed a waiver of the objection. Further, when The Water District specifically repeats one or more of these General Objections in response to a specific request, such specific request cannot be a waiver of these General Objections.

Subject to and without waiving these General Objections, and subject to and without

waiving the specific objections noted below, the Water District responds as follows to Forest Hills' Requests for Information in accordance with the Water District's understanding of the fair meaning of those Requests. The respondent or witness for each Response will be shown in bold-faced type following the Response or that portion of the Response for which the individual is responsible.

RESPONSES TO REQUESTS FOLLOW ON THE NEXT PAGE

Jessamine-South Elkhorn Water District

Information Request No. 25: Please produce all documents in the possession, custody or control of the District that were submitted to or received from either house of the Kentucky General Assembly or to or from any committee of either house of the Kentucky General Assembly or to or from any member of the General Assembly or to or from any aides or employees on the staff of any member of the General Assembly relating to the storage of water by the District or the legislative grants described in paragraph 7, 12(e), and 16 of the Application in this proceeding.

Answer: See attached at Tab 1.¹

[L. Nicholas Strong]

¹ These materials were first provided to the Forest Hills Residents' Association, Inc. informally by email at the request of counsel of the Association on October 24, 2014.

LETTER OF TRANSMITTA.

email@horneeng.com

HORNE ENGINEERING, INC.
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
Ph. (859) 885-9441

CONSULTING ENGINEERS
LAND SURVEYORS
PLANNERS
Fax (859)885-5160

To: Diana Clark
Jessamine-South Elkhorn Water District
802 South Main Street, PO Box 731
Nicholasville, KY 40356

Date: July 3, 2014
Re: Agreement for Engineering Service
Catnip Hill 750,000 Gallon Elevated Tank Site

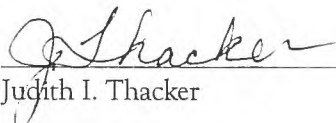
WE ARE SENDING YOU ATTACHED:

COPIES	DATE, W.O. # and/or DWG. #	DESCRIPTION
1	#4049	Agreement for Engineering Service Catnip Hill 750,000 Gallon Elevated Tank Site

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/>	For approval	<input type="checkbox"/>	Approved as submitted
<input type="checkbox"/>	For your use	<input type="checkbox"/>	Approved as noted
<input checked="" type="checkbox"/>	For your records/files	<input type="checkbox"/>	As requested or required
<input type="checkbox"/>	Other: To transmit with payment to Contractor	<input type="checkbox"/>	For your review

COMMENTS:

Signed: 
Judith I. Thacker

cc: Engr/4049
Engr/4044
Corr.

AGREEMENT FOR ENGINEERING SERVICES

This agreement made this 2nd day July, 2014, by and between, Jessamine-South Elkhorn Water District hereafter referred to as the OWNER, and Horne Engineering, Inc., hereafter referred to as the ENGINEER.

The OWNER intends to construct a project entitled "Catnip Hill 750,000 Gallon Elevated Tank Site" in Jessamine County, Commonwealth of Kentucky, WX21113016, which may be paid for in part with financial assistance from the funding agency(ies) associated with this project, which includes the Kentucky Infrastructure Authority, and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said project.

WHEREAS, the OWNER and ENGINEER had previously entered into an engineering contract on January 5, 2011 for a 1.0 MG elevated storage tank, and

WHEREAS, the ENGINEER completed design of the 1.0 MG elevated storage tank, the OWNER advertised for bids, bids were received and a CPCN application filed with the Kentucky Public Service Commission, and

WHEREAS, the Kentucky Public Service Commission denied the 1.0 MG elevated storage tank CPCN, and

WHEREAS, the OWNER by action of the Board of Commission did authorize the ENGINEER to design a 0.75 MG elevated storage tank project, and

WHEREAS, the January 5, 2011 contract must be amended, and insofar as it has essentially been completed, the OWNER and ENGINEER deem it more efficient and expedient to void the January 5, 2011 contract, as completed and to replace said contract with this amended contract, now

THEREFORE be it resolved, the OWNER and ENGINEER agree services furnish by ENGINEER, to date have been fully compensated, and that the January 5, 2011 agreement is cancelled and amended by replacement of the hereinafter agreement.

The ENGINEER, by signature on this contract, verifies that it holds an individual licensure in good standing with the Kentucky Board of Registration for Professional Engineers and Land Surveyors; has a firm licensure in good standing as an Engineering company in Kentucky, and has coverage under a license to do business in Jessamine County.

WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs

effective as of the date of the preliminary report, and submit a preliminary engineering report following instructions and guides for Kentucky Preliminary Engineering Report, incorporated here by reference. (Preliminary Engineering Report not required under this contract).

2. The ENGINEER will furnish 10 copies of the preliminary engineering report, and layout maps to the OWNER.
3. The ENGINEER will attend conferences with the OWNER, representatives of funding agency(ies), or other interested parties as may be reasonably necessary.
4. After the preliminary engineering report has been reviewed and approved by the OWNER and by other funding agencies, and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section B hereof.
5. The contract documents furnished by the ENGINEER under this Section shall utilize funding agency-endorsed construction contract documents, including General Conditions, Contract Change Orders, and partial payment estimates. All of these documents shall be subject to funding agency approval.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract the required number of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
8. The drawings prepared by the ENGINEER described above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the

OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D & Exhibit A, hereof.

9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
10. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however under any circumstances, guarantee the work or performance by any contractor.
12. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
13. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
14. Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will cooperate and work closely with funding agency(ies) representatives, when applicable.
16. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, funding agency(ies), and others on a timely basis.
18. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and funding agency(ies). Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER and funding agency(ies).
19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident

significant deviation from the final design plan) shall be in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plan Coordinate System (NAD83-Survey Feet) or the Kentucky Single State Plan Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD).

20. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

One of the following methods for compensation may be used.

1. Percentage of Construction Methods (NOT APPLICABLE)

- A. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of \$_____ Dollars (\$_____) after the review and approval of the preliminary engineering report by the OWNER and project funding agency(ies).
- B. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: \$_____ Dollars (\$_____) as shown in the attached Schedule of Engineering Fees.
- C. The compensation for preliminary engineering services, design and contract administration services shall be payable as follows:
 1. A sum which equals seventy percent (70%) of the total compensation payable under this Section after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of same by OWNER and funding agencies.
 2. A sum which, together with the compensation provided in Section C, 1, equals eighty percent (80%) of the total compensation payable immediately after the construction contracts are awarded.

3. A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section D hereof.

2. Lump Sum Option

- A. OWNER shall pay ENGINEER for all services performed or furnished by ENGINEER, as listed in this Agreement, with the exception of Resident Inspection services, as follows:
 1. For the following Preliminary Engineering Services: (NOT REQUIRED)
 2. For all Design and associated Contract Administration Services, specified as follows: (excluding the services of the Resident Inspection Services): the Lump Sum amount of One hundred twenty-five thousand and 00/100 Dollars (\$125,000.00)
 3. The Lump Sum compensation for services performed or furnished under Item A 1 and A 2, immediately above, shall be payable as follows:
 - a. A sum which equals 50 percent of the total Lump Sum compensation shall be payable after the Final Design Phase documents are completed and submitted to OWNER and funding agency(ies) and approved by DOW.
 - b. A sum which, together with the compensation provided under Item 3 a, immediately above equals 70 percent of the total Lump Sum compensation shall be payable after Final Design Phase Services are considered complete as approved by DOW.
 - c. A sum, which, together with the compensation for services paid in Item a and b, immediately above, equals 80 percent of the Lump Sum compensation shall be payable immediately after Contracts for Work are awarded.
 - d. A sum equal to 15 percent of the Lump Sum compensation payable under services Section B.2.A.2 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios of expended contract time to total contract time.
 - e. Partial payments to the CONTRACTOR(s). Payments will be made on a monthly basis. However, payment under this paragraph and of such

additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the ENGINEER for all services will equal 95 percent of the Lump Sum amount.

- f. A final payment which, together with the compensation for all services paid in Items a through d, immediately above, equals 100 percent of the Lump Sum compensation shall be payable when it is determined that all services required have been completed. Such payment includes payment for Post-Construction Phase services. ENGINEER remains responsible to OWNER for the technical adequacy and completeness of such services.
- B. *Period of Service.* The compensation amount stipulated in this Section is conditioned on a period of service not exceeding six (6) months. Should such period of service be extended, the compensation amount for ENGINEER's services shall be appropriately adjusted.
- C. *Payments Upon Termination.* In the event of termination at any time during the performance of the Basic Services for which the ENGINEER's compensation is identified in this Section the ENGINEER shall be paid through the Effective Date of Termination according to the portion of services rendered.
- D. *Construction Cost Limit.* If Section A of the Agreement is amended, ENGINEER shall so modify the Contract Documents there under.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION

The ENGINEER shall provide resident inspection, and the ENGINEER when requested will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER and the funding agency(ies). The OWNER agrees to pay the ENGINEER for such services, a lump sum fee. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.

Under normal construction circumstances, and for the proposed construction period of 180 days, the cost of resident inspection is to be a lump sum fee of \$ 85,000.00.

SECTION D - ADDITIONAL PROFESSIONAL SERVICES (See Exhibit A)

In addition to the services listed previously, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the funding agency(ies).

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.

2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation, including fees for legal services (see Schedule of Fees attached).
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding agency(ies), except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environment impact assessments or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12, above.
9. Operation and maintenance manual for facilities.
10. If value engineering (review engineering) is required or sought for a project at the discretion of the OWNER or funding agency(ies), a separate contract shall be negotiated between the OWNER and the selected value engineering firm.

When authorized to proceed in writing by the OWNER, the ENGINEER will:

- a. Retain a firm to perform the required value engineering review of the project.
 - b. Conduct a value engineering workshop
 - c. Provide a written response to each of the recommendations developed by the value engineering team.
 - d. Revise the construction plans and specifications as required to implement the selected value engineering recommendations.
11. When authorized in writing by the OWNER, the ENGINEER will prepare a use ordinance and user charge system/ordinance based on actual customer use and in compliance with DOW guidelines including: **(NOT REQUIRED)**
 - a. Review of current operating records, current revenues, and customer classifications.
 - b. Projection of operation, maintenance and replacement (OM&R) costs associated with the proposed treatment and collection or distribution system.
 - c. Development of user charge alternatives that will sufficiently cover cost-of-services.

- d. Recommend a user charge and prepare final system and ordinance for review by regulatory agencies.
12. When authorized to proceed in writing by the OWNER, the ENGINEER will: **(NOT REQUIRED)**
- a. Prepare a Plan of Operation in compliance with DOW guidelines to be submitted with the plans and specifications.
 - b. Prepare the final plan of operation no later than 45 days prior to the submission of the 50% milestone of the pay request.
 - c. Prepare the final plan of operation no later than 45 days prior to the submission of the 50 percent milestone of the FAWRF pay request.
 - d. Provide _____ () copies of the Preliminary Plan of Operation to the OWNER and DOW.
 - e. Provide _____ () copies of the Final Plan of Operation to the OWNER and DOW.
 - f. Prepare an O&M Manual in compliance with DOW guidelines to serve as a basic reference tool for operator training and plant O&M and furnish _____ () draft copies for review by the OWNER and DOW; and furnish _____ () copies of the final manual to the OWNER upon completion of the of all reviews.

SECTION E – OWNER RESPONSIBILITIES

OWNER shall have the responsibilities set forth herein:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Project Site.
- C. Following ENGINEER's assessment of initially-available Project information and data, upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional services. Such additional information or data would generally include the following:

1. property descriptions;
 2. zoning, deed and other land use restrictions;
 3. property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;
 4. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;
 5. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas; and
 6. data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Furnish as appropriate other services and does hereby direct ENGINEER to provide Additional Services as set forth in Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all Phases of the Project designed or specified by ENGINEER and such reviews, approvals and consents from others as may be necessary for completion of each Phase of the Project.
- I. Provide, as required for the Project:
1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2. legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests;
 3. such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid; and
 4. placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, application development and project administration, cost estimating, project peer review, value engineering and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If Resident Project Representative services are not provided pursuant to Section F or otherwise, provide a representative to observe the progress and quality of the Work.
- M. If OWNER designates a construction manager, an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth Section E or Exhibit B the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER. **(NOT APPLICABLE)**
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, final payment, and warranty inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to their incorporation into the Work, with appropriate professional interpretation thereof;
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:
1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
 2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

SECTION F—RESPONSIBILITIES OF THE ENGINEER’S RESIDENT INSPECTOR

This agreement is written authorization of the OWNER to ENGINEER for them to furnish Resident Inspection and the ENGINEER will furnish one (1) resident inspector for the time specified in the Contract Documents, who will be directed by the ENGINEER to provide reports on progress of the work and on the contractor’s compliance or noncompliance with the Contract terms through on-site observation of the work. The performance of these services shall not make the ENGINEER responsible for the contractor’s construction methods or procedures or safety precautions or programs incident thereto. The Resident Inspector will:

1. Coordinate the establishment of the necessary lines and grades which are to be furnished by the construction contractor.
2. Visually inspect and approve or reject materials, equipment, and supplies to be delivered to the site of work.
3. Observe the contractor’s work with respect to quality, suitability and conformance with the Contract requirements, and provide prompt notice to OWNER of any defects or failure on the part of contractor to conform to the Contract requirements.
4. Keep records of construction and installation progress.
5. Make measurements and prepare monthly and final payment computations for work done by the construction contractor.
6. Review maintenance and operation instructions and parts list which the construction contractor submits in compliance with the Contract Documents.
7. Receive, process and handle shop drawings filed at the PROJECT site.
8. Assist the OWNER in preparing for inspection and progress reviews by regulatory agencies.
9. Review reports of testing laboratories.
10. Make a final technical inspection of the PROJECT in company with the OWNER’S representative.

SECTION G – LIABILITY INSURANCE

- A. ENGINEER shall procure and maintain insurance as set forth in Exhibit, "Insurance.
- B. OWNER shall procure and maintain insurance and shall cause ENGINEER and ENGINEER’s Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

- C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under.
- E. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.
- F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested and if commercially available, ENGINEER shall obtain, and shall require ENGINEER's Consultants to obtain such additional insurance coverage, increased limits, or revised deductibles for such periods of time as requested by OWNER.

SECTION H – SCHEDULE AND PERFORMANCE CLAUSE

The services called for in this Agreement shall be completed and the applicable report(s) submitted within ninety (90) calendar days from the date of this agreement. After acceptance by the OWNER and funding agency(ies) of the Preliminary Engineering Report and upon written authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER, funding agency(ies) and all State regulatory agencies within ninety (90) calendar days from the date of this agreement unless otherwise agreed to by both parties. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER

The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 90 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform

services contrary to ENGINEER's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to OWNER on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 90 days after the date of receipt of the notice.
2. For convenience, by ENGINEER effective upon the receipt of notice by OWNER.

The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

SECTION I - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 45 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of twelve (12%) percent per annum from said 45th day, not to exceed an annual rate of 12 percent.

SECTION J - SPECIAL PROVISIONS

This section may contain: schedule of benchmarks/due dates; definition of terms, or explanation of specific sections of the contract. **(None)**

SECTION K - APPROVAL BY FUNDING AGENCY(IES) –WHEN APPLICABLE)

This Agreement shall not become effective until approved by funding agency(ies). Such approval shall be evidenced by the signature of a duly authorized representative of funding agency(ies) in the space provided at the end of this Agreement. The approval so evidenced by funding agency(ies) shall in no way commit funding agency(ies) to render


financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, approval shall signify that the provisions of this Agreement are consistent with the requirements of funding agency(ies).

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: JESSAMINE SOUTH ELKHORN WATER DISTRICT

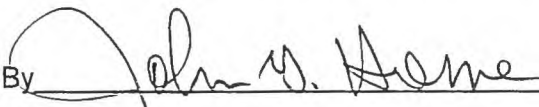
By 

Type Name L. Nicholas Strong Title Chairman

Attest  Date 7-2-14

Type Name George Dale Robinson Title Secretary 

ENGINEER: HORNE ENGINEERING, INC.

By 

Type Name John G. Horne Title President

Attest L. CHRISTOPHER HORNE Date 7/2/14

Type Name L. Christopher Horne Title Vice President

APPROVED: FUNDING AGENCIES (WHEN REQUIRED)

By _____

Type Name _____ Date _____

Title _____

Required Fee Schedule (NOT APPLICABLE)**TABLES FOR CONSULTING ENGINEERING FEES FOR WATER AND WASTEWATER PROJECTS IN KENTUCKY**

Tables I and II define the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are calculated as a percentage of project construction cost, as determined by project bids. The table is to be utilized in establishing applicable fees for professional engineering services for all water and wastewater projects in Kentucky which may involve federal and/or State funding. Note: Schedules are identical to those used by the Rural Utilities Service, Rural Development Administration, USDA. Note: Tables I and II do not pertain to fees involved in preparation of preliminary engineering reports or additional engineering services. Fees for preparation of preliminary engineering report(s) and additional professional services are subject to negotiation between the engineer, the owner, subject to approval by the funding agency(ies). Typical additional professional services are included after the tables below.

TABLE I – FEES FOR BASIC DESIGN SERVICES

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and

soundings (not to exceed six feet in depth) to estimate the amount of rock excavation are included in the basic service instead of being classified as additional services.

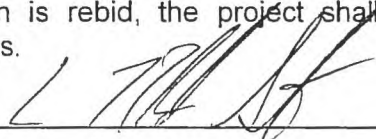
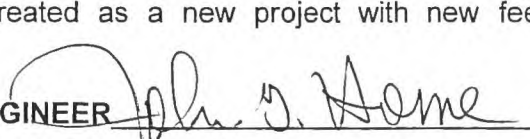
TABLE II – FEES FOR RESIDENT INSPECTION SERVICES (N/A)

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for the first \$1,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$1,000,000 cost of treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log in the identical manner as required by funding agency(ies). Compensation for construction costs between the values listed in the schedule should be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, the compensation will be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. The initial construction award amount will set the fee percent for the project (change orders shall not adjust the fee percent). For construction inspection, the initial percent times the revised construction cost will create an up-set figure not to be exceeded. If remaining funds are used and additional construction is rebid, the project shall be treated as a new project with new fee percentages.

OWNER  ENGINEER 

TITLE Chairman TITLE President

DATE _____ DATE 7-2-14

PROJECT SPECIFIC SPECIAL PROVISIONS

1. SECTION A - ENGINEERING SERVICES

Jessamine South Elkhorn Water District proposes to construct a 750,000 gallon elevated storage tank on property which they own on Catnip hill pike. The proposed site is in close proximity to the district's existing elevated storage for the northwest service area and adjacent to an existing 12" main. Therefore, no line extensions or pumpstations will be required.

DEFINITIONS

Inspection - the term inspection shall be considered to mean observation by a Resident Project Representative.

Work - the term work shall be considered to mean services when related to efforts of ENGINEER.

Cost Estimates - the term cost estimates shall be considered to mean opinions of probable project costs furnished, but not guaranteed by the ENGINEER.

2. SECTION D - ADDITIONAL PROFESSIONAL SERVICES

2.1 Payment of Invoices

The phrase "and funds are available for the project" shall be interpreted to apply to all sources of funding available to OWNER, including cash reserves and interim financing. Progress payments for the lump sum portion of Basic Services furnished under Section B shall be as invoiced, not to exceed the milestones outlined in Section B Paragraph 2.

2.2 Additional Services Requiring OWNER's Authorization in Advance

OWNER hereby authorizes ENGINEER to perform the following Additional Services, as may be required in connection with the Project. Costs for these activities are to be deemed lump sum. It is understood that as the project proceeds, conditions may occur that increase the stated cost.

EXHIBIT A


Item	Description	Lump Sum Cost
1.	Detailed Project Stakeout	\$ 5,000.00
2.	Assistance with highway encroachment and other governmental permits, beyond the basic level of service	\$ 5,000.00
3.	Preparation of system analysis and documentation for PSC – CPCN application for 0.75 MG elevated storage tank	\$35,000.00
	TOTAL	<u>\$ 45,000.00</u>

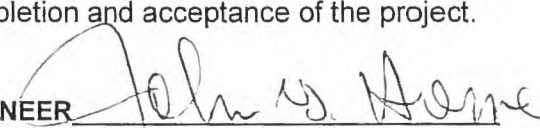
Additional Services not specifically mentioned and provided in the table above, and which may be required in the execution of the Project, are subject to direction or approval by OWNER. As conditions warrant, line item costs may be transferred each to the other and it is agreed that total billings for Additional Services shall not exceed \$90,000 without approval by OWNER, as provided in Section D.

2.3 Resident Project Representative Services

OWNER shall pay ENGINEER for Resident Project Representative services under Section C as follows:

- a. The Lump Sum amount of \$85,000.
- b. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding six (6) months. In the event that the construction is not completed within the contract time stated in the bid, the ENGINEER shall be compensated at the same monthly pro rata rate until completion and acceptance of the project.

OWNER 

ENGINEER 

TITLE Chairman

TITLE President

DATE 7-2-14

DATE 7-2-14

Horne Engineering, Inc.

216 SOUTH MAIN STREET • NICHOLASVILLE, KENTUCKY 40356 • (859)885-9441 • FAX (859)885-5160

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

January 6, 2011

Debby Milton
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

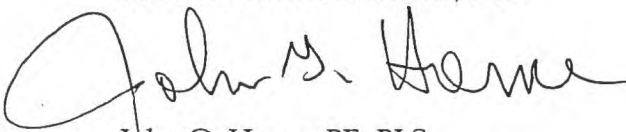
Re: Request for Draw No. 1
Catnip Hill 1.0 MG Tank Project
WX21113016, 229N-2008
Jessamine South Elkhorn Water District
Jessamine County, Kentucky

Dear Ms. Milton:

Enclosed please find two (2) copies of Request for Draw No. One (1) for the referenced project for your review and processing.

Should you have any questions or require additional information regarding this matter, please contact me at (859) 885-9441.

Sincerely,
HORNE ENGINEERING, INC.



John G. Horne, PE, PLS
President

JGH/jt
enc.

cc: Diana Clark w/ enc.
Nick Strong
Engr/3569
Engr/3933
Corr.



Date: Tuesday, January 11, 2011 11:10 PM

From: Finance.CRCGroup@ky.gov

To: jessaminesouth@windstream.net

Subject: ADVMAIL: Commonwealth of Kentucky Electronic Funds Transfer Notification

This message is to inform you of an Electronic Funds Transfer from the Commonwealth of Kentucky. \$105,000.00 is scheduled to be transferred to your account on 01/14/2011. The payment details are as follows:

Invoice Date: 01/05/2011
Invoice Number: KIA WX21113016 C4GW REQ1
Description: N/A
Amount: \$105,000.00

If you have any questions or concerns, please contact the Customer Resource Center at (502) 564-9641 or toll-free at 877-973-4357.

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**ATTACHMENT D
REQUEST FOR PAYMENT AND PROJECT STATUS REPORT**

Grantee: Jessamine South Elkhorn Water District

WX/SX Number: WX21113016 **Grant ID #** 229N-2008
Draw Number 1 **Date:** 1/5/11

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority, and the Grantee, we, the undersigned, hereby certify that the Grantee has incurred the expenses relating to the implementation of the above referenced project and request the Authority reimburse the Grantee for expenses shown in the amount totaling:

Funds Requested: \$ 105,000.00

Project Budget and Expenses

Line Item	Cost	Expenses This Request	Expenses to Date	Project Budget	Balance
1	Administrative	5,000.00	5,000.00	65,000.00	60,000.00
2	Legal	-	-	10,000.00	10,000.00
3	Land, Appraisals, Easements	-	-	50,000.00	50,000.00
4	Relocation Expense	-	-	-	0.00
5	Planning	35,000.00	35,000.00	95,000.00	60,000.00
6	Engineering Fees - Design	65,000.00	65,000.00	130,000.00	65,000.00
7	Engineering Fees - Construction	-	-	23,000.00	23,000.00
8	Engineering Fees - Inspection	-	-	92,000.00	92,000.00
9	Construction	-	-	1,900,000.00	1,900,000.00
10	Equipment	-	-	-	0.00
11	Contingency	-	-	135,000.00	135,000.00
12	Other	-	-	-	0.00
Total		105,000.00	105,000.00	2,500,000.00	2,395,000.00

If expenses to date exceed project budget a revised budget must be submitted to and approved by the Authority before funds will be released.

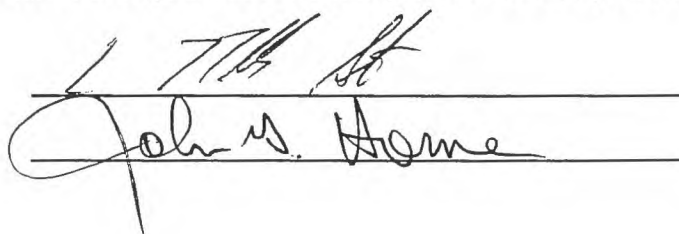
Project Funding

Funding Agency	Expenses This Request	Expenses to Date	Project Budget	Balance
1 Grant 229N-2008	105,000.00	105,000.00	1,000,000.00	895,000.00
2 KRWA Bond Issue - Pending	-	-	1,500,000.00	1,500,000.00
3	-	-	-	0.00
4	-	-	-	0.00
5	-	-	-	0.00
6	-	-	-	0.00
7	-	-	-	0.00
8	-	-	-	0.00
9	-	-	-	0.00
10	-	-	-	0.00
11	-	-	-	0.00
12	-	-	-	0.00
Total	105,000.00	105,000.00	2,500,000.00	2,395,000.00

We certify that the expenses in this draw request were incurred pursuant to local procurement polices which conform to KRS 45A.

Grantee Signature:

Project Administrator:



*** INVOICE ***

email@homeeng.com

HORNE ENGINEERING, INC.
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
Ph. (859) 885-9441

CONSULTING ENGINEERING
LAND SURVEYORS
PLANNERS
Fax (859) 885-5160

To: Diana Clark
Jessamine South Elkhorn Water District
802 South Main Street, PO Box 731
Nicholasville, KY 40356

Date: January 4, 2011
WO# 3569

For Professional Services Rendered For Catnip Hill Pike 1.0 MG Elevated Storage Tank Project

This invoice represents charges to the client for professional services. The work product produced is and shall remain the property of the professional and/or Horne Engineering, Inc.

Catnip Hill Pike 1.0 MG Elevated Storage Tank Project

Additional Services provided pursuant to Section 6.A.3.3.2, Additional Engineering Services

Item #	Description	Cost
1	Level Loop, adjustment and re-topo site	\$16,000
2	Permit coordination, FCC, FAA, KYTC, KDOW	\$1,500
3	Project Planning, a site evaluation, fund sources and investigation	\$10,000
5	Flow simulation, max overflow highest determination, storage characteristics and hydraulic determination	\$5,000
8	Coordination of professional acquisition and execution of BIO and ARCH surveys.	\$2,500

Amount Due **\$35,000**



*Cap Const
1032
1-6-11*

Make Checks Payable To **Horne Engineering, Inc.**
Thank You For Your Business.

Your Total Amount Due is..... **\$35,000.00**

*** INVOICE ***

email@horneeng.com

HORNE ENGINEERING, INC.
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
Ph. (859) 885-9441

CONSULTING ENGINEERING
LAND SURVEYORS
PLANNERS
Fax (859) 885-5160

To: Diana Clark
Jessamine South Elkhorn Water District
802 South Main Street, PO Box 731
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For Professional Services Rendered For Catnip Hill Pike 1.0 MG Elevated Storage Tank Project

This invoice represents charges to the client for professional services. The work product produced is and shall remain the property of the professional and/or Horne Engineering, Inc.

Catnip Hill Pike 1.0 MG Elevated Storage Tank Project

Initial Draw of Engineering Design Fee:

\$130,000 x 50% = \$ 65,000.00

Amount Due \$ 65,000.00

*Cap Const
1032
1-bill*

Make Checks Payable To **Horne Engineering, Inc.**
Thank You For Your Business.

Your Total Amount Due is..... **\$65,000.00**

**Agreement Between the
Jessamine-South Elkhorn Water District
And
Horne Engineering, Inc.
For Professional Services**

This is an Agreement made this 5th day of JAN in the year Two Thousand Eleven by and between the Jessamine-South Elkhorn Water District (hereinafter called the OWNER) and Horne Engineering, Inc., (hereinafter called the ENGINEER).

WITNESSETH; THAT WHEREAS, the OWNER intends to construct a 1.0 MG elevated storage tank, appurtenances, telemetry, access road, etc., near Catnip Hill Pike, to provide additional storage capacity for the OWNER, WX 21113016, 229N-2008 (PROJECT).

SECTION 1 - GENERAL

The ENGINEER shall provide professional engineering services for the design and resident inspection of the construction of the PROJECT, as hereinafter set forth.

SECTION 2 - SCOPE OF SERVICES

The ENGINEER shall provide professional engineering services for the PROJECT to include at a minimum:

- 2.1 Design Services
 - This will include necessary Drawings, Technical Specifications, Contract Documents and Easement descriptions for the required Improvements.
 - 2.1.1. Prepare a project cost estimate.
 - 2.1.2 Prepare plans and specifications for the construction of the PROJECT.
 - 2.1.3 Obtain necessary approvals of the plans and specifications from Kentucky Division of Water, Kentucky Transportation Cabinet, and other regulatory agencies.
- 2.2 Bidding Phase
 - 2.2.1 The ENGINEER shall assist the OWNER in advertising for and obtaining construction bids, maintain a record of prospective bidders to whom Contract Documents have been issued, and attend pre-bid conferences.
 - 2.2.2 Issue addenda as appropriate to interpret, clarify or expand the Contract Documents.
 - 2.2.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
 - 2.2.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.3 Construction Administration and Resident Inspection

- 2.3.1 Assist the OWNER in securing and evaluating bids and furnish recommendations on the award of the construction contract, including attendance of any prebid and/or preaward conference.
- 2.3.2 Provide consultation and advice on construction matters including periodic visits to the site by the Project Manager, Construction Coordinator and appropriate Design Engineers to observe the progress and quality of the executed work, and to determine if the work is proceeding in general accordance with the Contract Documents. The ENGINEER will not be responsible for and will not have control or charge of the construction methods or procedures or the safety precautions, and programs incidental thereto as it relates to the Contractor(s).
- 2.3.3 Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the Contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.
- 2.3.4 Observe shop, laboratory, or on-site tests of equipment and/or materials related to the submittals.
- 2.3.5 Make semi-final inspections of the PROJECT with the OWNER's representative and complete a "punch list" in preparation for the final technical inspection.
- 2.3.6 Make a final technical inspection of the PROJECT in company with the OWNER's representative.
- 2.3.7 Review and, if appropriate, approve progress payments to the Construction Contractor(s) as a result of update meetings held at least once per month during the construction phase.
- 2.3.8 Furnish a set of "as-built" reproducible prints of the construction plans, based on prints marked by the Contractor, to show those changes made during construction which the ENGINEER considers significant. An electronic set of "as-built" drawings is also required by the Kentucky Infrastructure Authority.

SECTION 3 - ADDITIONAL SERVICES

If authorized in writing by OWNER, the ENGINEER and OWNER will negotiate for provision of additional professional engineering services in connection with the PROJECT set forth below and Section 6A:

- 3.1 Services due to changes in the scope of the PROJECT or its design including but not limited to, change in sizes, complexity, schedule, or character of construction.
- 3.2 Preparation of detailed renderings, exhibits or scale models for the PROJECT.
- 3.3 Additional or extended services during construction made necessary by:
 - 3.3.1 Work damaged by fire or other causes during construction.
 - 3.3.2 Defective or incomplete work of the Contractor.

- 3.3.3 Prolongation of the initial construction contract time beyond the contract time.
- 3.3.4 Acceleration of the work schedule involving services beyond established office working hours.
- 3.3.5 The Contractor's default under the Contract Documents due to delinquency or insolvency.
- 3.4 Provide services as an expert witness for OWNER in connection with litigation or other proceedings involving the PROJECT.
- 3.5 Providing other services not otherwise provided for in this AGREEMENT, including services normally furnished by the OWNER as described in Section 4 - OWNER's RESPONSIBILITIES, and Section 6A.
- 3.6 The OWNER and ENGINEER do hereby agree that the ENGINEER shall provide the following additional professional engineering services as enumerated in Section 6A, at the stated lump-sum cost.

SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to his requirements for the PROJECT.
- 4.2 Assist ENGINEER by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT.
- 4.3 Furnish to ENGINEER, as required by him for performance of his services, data previously prepared and available by others, such as core borings, probings and subsurface explorations, hydrographic surveys, hydrogeologic studies, wetlands investigations and delineations, investigations of hazardous environmental conditions, laboratory tests and inspections of samples, material and equipment, appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topography and utility surveys, property descriptions, zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may use at his discretion.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services after ENGINEER has exhausted all reasonable means to gain access.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants that OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time as not to delay the services of ENGINEER.
- 4.6 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the Construction Contract.

- 4.7 Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT, or change circumstances.
- 4.8 Obtain approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 4.9 Furnish, or direct ENGINEER to provide, necessary additional services as stipulated in Section 3 of this AGREEMENT or other services as required.

SECTION 5 - COMPENSATION

- 5.1 Compensation by the OWNER to the ENGINEER for design shall be made based on net construction cost, utilizing Table 1 of Attachment A and for inspection, based on Table 2 of Attachment A. Net construction cost shall mean the final construction cost based on project bid, change orders, and OWNER cost incorporated into the PROJECT.
- 5.2 The ENGINEER may submit periodic statements requesting payment but not more than monthly. The amount charged each month shall be representative of actual time and expenses utilized to perform the work.

SECTION 6 - GENERAL PROVISIONS

6.1 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under 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.

6.2 Changes

- 6.2.1 The OWNER may, at any time by written notice, make changes within the general scope of the AGREEMENT in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the AGREEMENT shall be modified in writing accordingly. Any claim of ENGINEER or OWNER for adjustment must be asserted in writing within 30 days from the date of receipt by ENGINEER of the notification of change unless ENGINEER or OWNER grants a further period of time.
- 6.2.2 If changes in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if state agencies issue regulations resulting in a scope of work change for any phase, engineering fees set forth in Section 5 may be renegotiated by the OWNER and ENGINEER.

6.3 Reuse of Documents

All documents furnished by the ENGINEER pursuant to this AGREEMENT are instruments of his services in respect of the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from OWNER's reuse without specific written verification or adaption by ENGINEER. If OWNER uses plans with further verification or adaptation by ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.4 Successor and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Arbitration

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

SECTION 6A - SPECIAL PROVISIONS

OWNER'S RESPONSIBILITIES

6A.1 The OWNER hereby agrees to:

- 6A.1.1 Provide full information as to its requirements for the Project.
- 6A.1.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this Agreement.
- 6A.1.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the

ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

- 6A1.4 Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay all costs incident thereto.
- 6A1.5 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as the OWNER may require to ascertain how or for what purpose the CONTRACTOR has used the monies paid by the OWNER to the CONTRACTOR under the construction agreement.
- 6A1.6 Designate in writing a person to act as OWNER's representative with respect to the work to be performed under the Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this Agreement.
- 6A1.7 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect of the Project.
- 6A1.8 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- 6A1.9 Bear all cost incident to compliance with this Section 6A.
- 6A1.10 Insofar as any of the above services are necessary to ENGINEER's performance of its obligations under this Agreement, the OWNER shall be responsible for providing such services in a satisfactory and timely fashion as not to delay the ENGINEER in its performance of said obligations.
- 6A1.11 The OWNER warrants that all information including but not limited to specifications, drawings, and other information supplied by the OWNER, or the OWNER's designee, in writing, to the ENGINEER in connection with the ENGINEER's performance of this Agreement shall be complete, accurate and adequate. The ENGINEER shall have the right to rely on the adequacy of said information. If the OWNER learns at any time during the course of the ENGINEER's performance of the agreement that any such information previously supplied by the OWNER, although complete, accurate and adequate when provided, is no longer so, the OWNER will advise the ENGINEER immediately of this fact and supplement or amend the information previously provided in whatever way necessary to make it complete, accurate and adequate.

6A.2 GENERAL PROVISIONS

6A.2 .1 Personnel and Facilities

The ENGINEER warrants that it now has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel are not employees of, nor have any contractual relationship with, the OWNER.

6A.2.2 Estimates

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the CONTRACTOR's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids or the Project construction cost will not vary from cost estimates prepared by the ENGINEER.

6.A.3 PROJECT SPECIFIC SPECIAL PROVISIONS

6.A.3.1 SECTION A - ENGINEERING SERVICES

The proposed Project scope includes assistance in acquisition of a tank site and development of a system development charge tariff, construction of a one-million gallon elevated storage tank with associated appurtenances and system piping connections. Engineering Services will be provided in accordance with this project scope.

6.A.3.2 SECTION B - DEFINITIONS

Inspection - the term inspection shall be considered to mean observation by a resident project representative.

Work - the term work shall be considered to mean services when related to efforts of ENGINEER.

Construction Cost Estimates - the term construction cost estimates shall be considered to mean opinions of probable project costs, and shall include, but not limited to, project bid, change orders, and OWNER cost incorporated into the PROJECT.

6.A.3.3 SECTION C - ADDITIONAL ENGINEERING SERVICES

6.A.3.3.1 Payment of Invoices

The phrase "and funds are available for the project" shall be interpreted to apply to all sources of funding available to OWNER, and not exclusively to KIA or Rural Development funds. Progress payments furnished under Section 5 shall be as invoiced and no greater than monthly.

6.A.3.3.2 Additional Services Requiring OWNER's Authorization in Advance

OWNER hereby agrees and authorizes ENGINEER to perform the following Additional Services, as required in connection with the PROJECT.

<u>Item No.</u>	<u>Description</u>	<u>Cost</u>
1.	Level Loop, adjustment and re-topo site	\$ 16,000
2.	Permit coordination, FCC, FAA, KYTC, KDOW	\$ 1,500
3.	Project Planning, alternate site evaluation, fund sources and investigation	\$ 10,000
4.	Preliminary Engineering Report and system evaluation	\$ 30,000
5.	Flow simulation, max overflow highest determination, storage characteristics and hydraulic determination	\$ 5,000
6.	Debt service evaluation and appropriate rate determination, final engineering report and PSC presentation.	\$ 25,000
7.	Detailed project construction stakeout.	\$ 5,000
8.	Coordination of professional acquisition and execution of BIO and ARCH surveys.	\$ 2,500
	Total	\$ 95,000

Additional Services not specifically mentioned and provided in the table above, and which may be required in the execution of the Project, are subject to approval by OWNER prior to their performance. Total billings for Additional Services shall not exceed \$95,000 without further written approval by OWNER.

6.A.3.3.3 Resident Project Representative Services

OWNER shall pay ENGINEER for Resident Project Representative services as follows:

- a. The Lump Sum amount figured as a percentage of the Construction Cost Estimate not to exceed the figures in Attachment A , attached hereto and made a part of the Agreement.

- b. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 9 months.

SECTION 7 - CERTIFICATION OF FACILITIES AND PERSONNEL

The ENGINEER will assume responsibility for provision of adequate facilities and competent personnel necessary to accomplish the work outlined in Section 2.

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

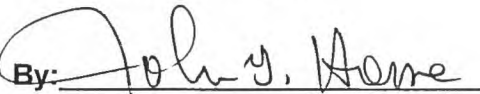
Owner:
Jessamine-South Elkhorn Water District

By: 

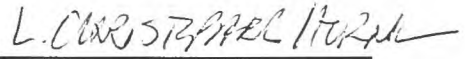
Title: Chairman

Attest: 

Engineer:
Horne Engineering, Inc.

By: 

Title: PRESIDENT

Attest: 

ATTACHMENT A

**FEES FOR PROFESSIONAL ENGINEERING SERVICES
PERCENTAGE OF CONSTRUCTION COST
HORNE ENGINEERING, INC. WX 21113016, 229N-2008**

Tables I and II define the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are calculated as a percentage of project construction cost, as determined by project bids. The table is to be utilized in establishing applicable fees for professional engineering services for all water and wastewater projects in Kentucky which may involve federal and/or state funding. Note: Schedules are identical to those used by the Rural Utilities Service, Rural Development Administration, USDA. Note: Tables I and II do not pertain to fees involved in preparation of preliminary engineering reports or additional engineering services. Fees for preparation of preliminary engineering report(s) and additional professional services are subject to negotiation between the engineer, the owner, subject to approval by the funding agency(ies). Typical additional professional services are included after the tables below.

TABLE I – FEES FOR BASIC DESIGN SERVICES

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet in depth) to estimate the amount of rock excavation are included in the basic service instead of being classified as additional services.


TABLE II – FEES FOR RESIDENT INSPECTION SERVICES


<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for the first \$500,000,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$500,000,000,000 cost of treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log in the identical manner as required by funding agency(ies). Compensation for construction costs between the values listed in the schedule should be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, the compensation will be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. The initial construction award amount will set the fee percent for the project (change orders shall not adjust the fee percent). For construction inspection, the initial percent times the revised construction cost will create an up-set figure not to be exceeded. If remaining funds are used and additional construction is rebid, the project shall be treated as a new project with new fee percentages.

OWNER 
 TITLE chairman
 DATE 1-5-11

ENGINEER 
 TITLE PRESIDENT
 DATE 1-5-11

TYPICAL ADDITIONAL PROFESSIONAL SERVICES

Tables I and II do not pertain to fees for preparation of preliminary engineering reports and additional professional services. Fees for preparation of preliminary engineering report(s) and additional professional services are to be negotiated with the service provider and the owner, and subject to approval by the funding agency(ies).

Below is a listing of 'typical' additional professional services.

- Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- Necessary data and filing maps for water rights, water adjudication, and litigation.
- Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding agency(ies), except redesigns to reduce the project cost to within the funds available.
- Appearances before courts or boards on matter of litigation or hearings related to the project.
- Preparation of environmental assessments or environmental impact statements.
- Performance of detailed staking necessary for construction of the project, in excess of control staking.
- Operation and maintenance manual for facilities.
- Value engineering.
- Preparation of a use ordinance and user charge system/ordinance based on actual customer use and in compliance with the DOW and/or other required guidelines.
- Archeological surveys
- Biological surveys
- Legal services

LETTER OF TRANSMITTAL

email@horneeng.com

HORNE ENGINEERING, INC.
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
Ph. (859) 885-9441

CONSULTING ENGINEERS
LAND SURVEYORS
PLANNERS
Fax (859)885-5160

To: Diana Clark
Jessamine South Elkhorn Water District
802 South Main Street, PO Box 731
Nicholasville, KY 40356

Date: January 6, 2011

Re: Catnip Hill Pike Tank Project

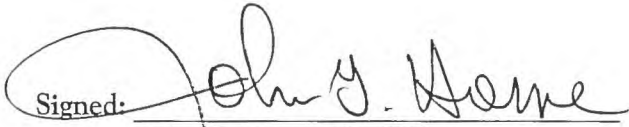
WE ARE SENDING YOU ATTACHED:

COPIES	DATE , W.O. # and/or DWG. #	DESCRIPTION
1	#3569	Original/Executed Engineering Contract

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/>	For approval	<input type="checkbox"/>	Approved as submitted
<input type="checkbox"/>	For your use	<input type="checkbox"/>	Approved as noted
<input checked="" type="checkbox"/>	For your records/files	<input type="checkbox"/>	As requested or required
<input type="checkbox"/>	Other:	<input type="checkbox"/>	For your review

COMMENTS:

Signed: 
John G. Horne, PE, PLS
President

cc: Engr/3569
Engr/3933
Corr.

Horne Engineering, Inc.

216 SOUTH MAIN STREET • NICHOLASVILLE, KENTUCKY 40356 • (859)885-9441 • FAX (859)885-5160

ENGINEERS • LAND SURVEYORS • PLANNERS

email@horneeng.com

December 30, 2010

Diana Clark
Jessamine-South Elkhorn Water District
802 South Main Street, PO Box 731
Nicholasville, KY 40356

Re: Paperwork - Various Projects
Jessamine South Elkhorn Water District

Dear Diana:

In an effort to complete paperwork on various draws and grant assistance agreements, I am in need of the following.

Completed Electronic Funds Form - Ichthus Stage Area Sewer (previously forwarded to you).
Completed Electronic Funds Form - Centennial Park Sewer (previously forwarded to you).
Completed Electronic Funds Form - Jess/Wilmore EMS Sewer (previously forwarded to you).
Any bills you will be submitting for KIA - Unserved II- Draw #2

Since we will be submitting Draw #1 for the Catnip Hill Tank project, I will need any bills you wish to submit. I have also included a copy of the KIA Administrative Fee invoice in the amount of \$5,000 for the Catnip Hill Tank project. Please forward a check for this amount to our office, so that it can accompany Draw #1. As you will remember, this fee must be submitted with the first draw, but will be reimbursed out of that same draw.

It is important that I have the above as quickly as possible, since these items are on the agenda for the January 5, 2011 Board of Commissioners meeting. In the meantime if you have any questions and/or comments, please contact me at (859) 885-9441.

Sincerely,
HORNE ENGINEERING, INC.


Judith I. Thacker

enc.

cc: Engr/3891 Engr/3734 Engr/3865
 Engr/3893 Engr/3735 Engr/3569
 Corr. Engr/3736



KENTUCKY INFRASTRUCTURE AUTHORITY

Steven L. Beshear
Governor

Capital Center Complex
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

John E. Covington III
Executive Director

Jessamine South Elkhorn Water District

Fee Billed Date: 08/30/2010

Payment Request

Infrastructure for Economic Development Fund Grant-Coal/Tobacco Counties

WRIS ID: WX21113016

Grant ID: 229N-2008

Catnip Hill Pike 1.0 MG Elevated Storage Tank

Administrative Fee: \$5,000.00

Due Date: Upon Submittal of First Draw Request

Make check payable to: **The Kentucky Infrastructure Authority** and mail to the attention of Fiscal Officer at 1024 Capital Center Drive Suite 340, Frankfort, KY 40601.

Please include a copy of this request to ensure proper credit.

*Cap Const
1031
1-4-11*



KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

Steven L. Beshear
Governor

John E. Covington III
Executive Director

December 17, 2010

Ms. Diana Clark
Jessamine South Elkhorn Water District
802 South Main Street
Nicholasville, KY 40356

RE: Infrastructure for Economic Development Fund for Non-coal Producing Counties
Jessamine South Elkhorn Water District WX21113016 - \$1,000,000 _ 229N-2008

Dear Diana:

Enclosed please find a copy of the fully executed Grant Assistance Agreement for the above referenced grant.

The following items remain outstanding:

- As-bid Budget
- KIA Adm Fee

The District may now request up to 50% of planning and design fees. However, remaining funds will not be released until we have the as-bid budget. The KIA Adm Fee is due upon receipt of the first request for payment. Please include back up invoices with all requests.

Please provide closeout documents when the project is complete. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Debby L. Milton".

Debby L. Milton
Financial Analyst

cc: John Horn, Horn Engineering

KENTUCKY INFRASTRUCTURE AUTHORITY

**2008 GENERAL ASSEMBLY
HOUSE BILL 608**

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: WX21113016

GRANT ID #: 229N-2008

GRANT AMOUNT:: 1,000,000.00

GRANTEE:: **Jessamine South Elkhorn Water District**

DATE OF AGREEMENT: 11-8-10

RECEIVED
KENTUCKY INFRASTRUCTURE
AUTHORITY
2010 NOV - 8 A 11:13



KENTUCKY INFRASTRUCTURE AUTHORITY

Steven L. Beshear
Governor

Capital Center Complex
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

John E. Covington III
Executive Director

Jessamine South Elkhorn Water District
John Horne
john@horneeng.com

Fee Billed Date: 08/30/2010

Payment Request

Infrastructure for Economic Development Fund Grant-Coal/Tobacco Counties

WRIS ID: WX21113016

Grant ID: 229N-2008

Catnip Hill Pike 1.0 MG Elevated Storage Tank

Administrative Fee: \$5,000.00

Due Date: Upon Submittal of First Draw Request

Make check payable to: **The Kentucky Infrastructure Authority** and mail to the attention of Fiscal Officer at 1024 Capital Center Drive Suite 340, Frankfort, KY 40601.

Please include a copy of this request to ensure proper credit.

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 11-3-10, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Jessamine South Elkhorn Water District ("Grantee").

WITNESS

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, 2008-2010 Budget enacted by 2008 General Assembly included funding for the Infrastructure for Economic Development Fund - Non-Coal Counties and the Infrastructure for Economic Development Fund - Coal Counties and charged the Authority with administrating the program; and

WHEREAS, the 2008 General Assembly included in the Commonwealth's 2008-2010 biennial Budget funding for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2008-2010 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the Area Water Management Plan where applicable; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project Profile Database.

Grantee shall mean the **Jessamine South Elkhorn Water District** or the **Jessamine South Elkhorn Water District's** designee that is a governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, or operate a Project, and for the purposes of this Agreement shall mean that **Jessamine South Elkhorn Water District** identified in the Project Profile or the 2008 biennial Budget of the Commonwealth.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the 2008-2010 Budget of the Commonwealth, for the purpose of defraying the costs incidental to the Project.

Kentucky Water Management Plan shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

Program shall mean the program authorized by KRS 224A.035 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

Project shall mean, when used generally, water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

Project Administrator shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in Exhibit 1.

Project Profile shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan, as applicable.

Rates and Charges shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

System shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee an amount not to exceed **1,000,000.00** subject to the availability of appropriate funding, to complete the Project in accordance with the Project Profile, attached hereto as **Exhibit 1**, which is hereby incorporated herein and made a part of this Agreement. No payments shall be made until after the Project has received Clearinghouse endorsement.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:
1. **Before the Project is bid**, the Grantee shall complete and submit to the Authority the following:
 - a) Project profile and estimated project budget, as **Exhibit 1**, as an accurate description and cost estimate of the proposed project.
 - b) Original copy of the Grantee's resolution, as **Exhibit 2**, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
 - c) A schedule of current rates and charges, as **Exhibit 3**. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.
 2. **After the Project is bid**, the Grantee shall complete and submit to the Authority a revised Project Profile and Project Budget based on Project bids, as **Exhibit 4**.

The Grantee may request Grant funds after completion of Exhibits 1-4 by executing a Request for Payment and Project Status Report, as provided by the Authority, and attaching appropriate documentation, including, but not limited to, invoices and receipts. The Authority may withhold release of funds until receipt of Administrative Fee pursuant to Section 7.

- B. The Grantee agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Grantee's current fiscal year.
- C. The Grantee shall receive Project funds via Electronic Fund Transfer (EFT) with the EFT to be implemented by use of the form provided by the Authority.
- D. The Grantee shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way; professional services; and equipment and/or materials.

- E. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- F. The Grantee shall utilize the 'Fees for Professional Engineering Services—Percentage of Construction Cost', in the engineer's contract for this project, as provided by the Authority.
- G. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- H. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of Exhibit 5 - Certificate of Completion.
- I. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.
- J. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.
- K. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.
- L. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.
- M. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- N. The Grantee shall, within 3 months of initiation of construction of the Project, submit to the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction, as-built plans shall also be provided to the Authority, within three months of construction completion, in the same format.

- O. No project shall be considered closed out until the Authority has received, and approved, the Grantee's Certificate of Completion, referenced above as Exhibit 5.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.
- B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized, this agreement may be terminated.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. The Grantee acknowledges and understands that this Agreement is funded out of a tax exempt bond issuance. Pursuant to IRS Regulation, the Authority shall not reimburse the Recipient for any activity taken by the Recipient prior to May 18, 2006, with this date representing 60 days prior to the State Property and Buildings Commission enacting the required Reimbursement Resolution.

- D. Except for payments authorized through Section 6 of this Agreement, no payment shall be made under the terms of this Agreement until the Kentucky State Clearinghouse has issued Project Endorsement.
- E. If additional financial assistance for this project becomes available to the Grantee after execution of this agreement, the amount of the assistance from the Authority shall be recalculated with the inclusion of the additional assistance, and the Grantee shall pay to the Authority the amount, if any, by which the grant actually made, exceeds the grant as determined by the recalculation.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.
- B. It is specifically understood and agreed by the Grantee, in the event that the Project has not commenced construction by June 30, 2010, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate repayment to the Authority.
- C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount.
- D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.
- E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

SECTION 7 - ADMINISTRATIVE FEE


Pursuant to 2008 General Assembly House Bill 406 and 608, Part 1 (Operating Budget), Section A (General Government), Budget Unit 8 (Kentucky Infrastructure Authority), Sub-Unit 1 (Administrative Fee on Infrastructure for Economic Development Fund Projects), the Grantee agrees to pay to the Authority an administrative fee equal to $\frac{1}{2}$ of 1% of the principal amount of the Grant. The administrative fee shall be due and payable on the date the Grantee's initial Request for Payment and Project Status Report is submitted to the Authority.

Section 7 shall only apply to those projects funded by the Infrastructure for Economic Development Fund.

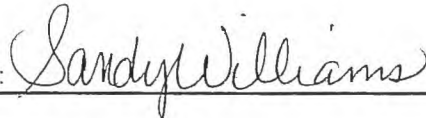
- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- F. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.
- G. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

Kentucky Infrastructure Authority


BY: 

Title: Executive Director

BY: 


Title: Secretary

Jessamine South Elkhorn Water District

BY: 

Title: Chairman

ATTEST

BY: 

Title: Secretary

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

BY: 

REQUIRED EXHIBITS

- Exhibit 1 - Project Profile and Estimated Project Budget
- Exhibit 2 - Resolution/Certificate
- Exhibit 3 - Schedule of Current (and proposed if applicable) Rates & Charges
- Exhibit 4 - Revised Project Profile (if applicable) and As-bid Budget
- Exhibit 5 - Certificate of Completion

ATTACHMENTS

- Attachment A - Checklist
- Attachment B - Application for Electronic Transfer of Funds
- Attachment C - Fees for Professional Engineering Services
- Attachment D - Request for Payment Form and Project Status Report

EXHIBIT 1

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

WX21113016

229N-2008

Jessamine South Elkhorn Water District

KIA > WRIS > WRIS Portal > Project Data

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Drinking Water Project Profile:
View Legacy Profile Form

Project Number: **WX21113016** [View Map](#)

Funding Status: **NOT FUNDED**

Project Status: **APPROVED**

Project Schedule: **0-2 YEARS**

E-ClearingHouse SAI: **KY200708131128**

Legal Applicant: **JESSAMINE-SOUTH ELKHORN WATER DISTRICT**

Entity Type: **WATER DISTRICT (KRS 74)**

Date Approved (AWMPC): **10-21-2005**

Submitted By: **BGADD**

Primary County: **JESSAMINE**

Planning Unit: **UNIT 6**

Multi-County Project: **NO**

ECH Status: **IN-FUNDING REVIEW**

Narrative Applicant Administration Budget and Schedule Impacts Components

Green

Project Title:

CATNIP HILL PIKE 1.0 MG ELEVATED STORAGE TANK

Project Description:

JESSAMINE SOUTH ELKHORN WATER DISTRICT PROPOSES TO CONSTRUCT A 1.0 MG ELEVATED STORAGE TANK ON PROPERTY WHICH THEY OWN ON CATNIP HILL PIKE. THE PROPOSED SITE IS IN CLOSE PROXIMITY TO THE DISTRICT'S EXISTING ELEVATED STORAGE FOR THE NORTHWEST SERVICE AREA AND WILL BE CONSTRUCTED AT THE EXISTING HYDRAULIC GRADIENT. THEREFORE, ADDITIONAL BOOSTER PUMPING WILL NOT BE REQUIRED.

Regulatory Framework Relevance Statement:

Briefly describe how this project promotes public health or achieves and/or maintains compliance with the Clean Water Act or Safe Drinking Water Act:

Project Alternatives:

Alternate A:

CONSTRUCT A SMALLER TANK AT LESSER COST.

Alternate B:

PURCHASE STORAGE VOLUME FROM SUPPLIER (KENTUCKY AMERICAN WATER COMPANY).



Alternate C:

INITIATE WATER PURCHASE CONTRACT WITH DEDICATED STORAGE FROMT HE CITY OF WILMORE.



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Project Number: WX21113016 View Map	Submitted By: BGADD
Funding Status: NOT FUNDED	Primary County: JESSAMINE
Project Status: APPROVED	Planning Unit: UNIT 6
Project Schedule: 0-2 YEARS	Multi-County Project: NO
E-ClearingHouse SAI: KY200708131128	ECH Status: IN-FUNDING REVIEW
Legal Applicant: JESSAMINE-SOUTH ELKHORN WATER DISTRICT	
Entity Type: WATER DISTRICT (KRS 74)	
Date Approved (AWMPC): 10-21-2005	

[Narrative](#) [Applicant](#) [Administration](#) [Budget and Schedule](#) [Impacts](#) [Components](#)

Green

Entity Type: **WATER DISTRICT (KRS 74)**
 Entity Name: **JESSAMINE-SOUTH ELKHORN WATER DISTRICT**
 PSC Group ID: **24300**
 Office EMail: jessaminesouth@windstream.net
 Web URL:
 Office Phone: **859-881-5080** Ext: Toll Free: Fax:

Mail Addr1: PO BOX 731	Phys Addr1:
Mail Addr2:	Phys Addr2:
Mail City: NICHOLASVILLE	Phys City:
Mail State: KY Zip: 40356	Phys State: Zip:

Contact: DIANA CLARK	Manager: TOM SMITH
Contact Title: OFFICE MANAGER	Manager Title: SUPERINTENDENT
Contact EMail: jessaminesouth@windstream.net	Manager EMail:
Contact Phone: 859-881-5080 Ext:	Manager Phone: Ext:
Contact Cell:	Manager Cell:

Authorized Official:
 Auth Official Title:
 Auth Official EMail:
 Auth Official Phone: Ext:
 Auth Official Cell:
 Term Exp. Date:

Information Source: **KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT**
 Date Last Modified: **02-12-2010**

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Project Number: WX21113016	View Map	Submitted By: BGADD
Funding Status: NOT FUNDED		Primary County: JESSAMINE
Project Status: APPROVED		Planning Unit: UNIT 6
Project Schedule: 0-2 YEARS		Multi-County Project: NO
E-ClearingHouse SAI: KY200708131128		ECH Status: IN-FUNDING REVIEW
Legal Applicant: JESSAMINE-SOUTH ELKHORN WATER DISTRICT		
Entity Type: WATER DISTRICT (KRS 74)		
Date Approved (AWMPC): 10-21-2005		

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Green

Project Administrator (PA) Information

First Name: **GLENN** MI: **T** Last Name: **SMITH**
Title: **MANAGER**
Organization:
Address Line 1: **117 S MAIN ST**
Address Line 2:
City: **NICHOLASVILLE**
State: **KY** Zip: **40356**
Phone: **859-881-0589** Ext: Fax: **859-881-5080**
Email:

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer.

License Number: **PE 6510**
Name: **JOHN G HORNE**
Address Line 1: **216 SOUTH MAIN**
Address Line 2:
City: **NICHOLASVILLE** State: **KY** Zip: **40356**
License Status: **CURRENT** Disciplinary Actions: **NO**
Issue Date: **04-10-1967** Expiration Date: **06-30-2011**
Phone: **859-885-9441** Ext: Fax:
Email:

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Entity Type: WATER DISTRICT (KRS 74)	
Date Approved (AWMPC): 10-21-2005	

Narrative Applicant Administration Budget and Schedule Impacts Components

Green

Project Cost Classification:

Administrative Expenses:
 Legal Expenses:
 Land, Appraisals, Easements:
 Relocation Expense & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$2,150,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$2,150,000

Construction Cost Categories:

Treatment:
 Transmission and Distribution:
 Source:
 Storage:
 Purchase of Systems:
 Restructuring:
 Land Acquisition:
 Non-Categorized : **\$2,150,000**
Total Construction : \$2,150,000

Total Sustainable/Green Infrastructure Costs:

Note: Sustainable/green costs are also included within construction and other costs reported in this tab. This breakout is for reporting convenience purposes.

Project Funding Sources:

Total Project Cost: **\$2,150,000**
 Total Committed Funding:
 Funding Gap: **Not Funded**

Detailed Project Schedule:

Environmental Review Documents Date:
 Construction Permit Application Date:
 Estimated Bid Date:
 Estimated Construction Start Date:

Funding Source	Amount	Status	Applicable Date
Local	\$50,000	Unknown	
Unspecified	\$2,100,000	Unknown	
Total	\$2,150,000		

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Project Status: APPROVED	Planning Unit: UNIT 6
Project Schedule: 0-2 YEARS	Multi-County Project: NO
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Legal Applicant: JESSAMINE-SOUTH ELKHORN WATER DISTRICT	
Entity Type: WATER DISTRICT (KRS 74)	
Date Approved (AWMPC): 10-21-2005	

[Narrative](#) [Applicant](#) [Administration](#) [Budget and Schedule](#) [Impacts](#) [Components](#)

Green

The following systems are beneficiaries of this project:

KY0570315 NICHOLASVILLE UTILITIES

Project Ranking by AWMPC:

Regional Ranking(s):
 Planning Unit Ranking:
 Total Points:

Plans and Specifications:

- Plans and specs have been sent to DOW.
- Plans and specs have been reviewed by DOW.
- Plans and specs have been sent to PSC.
- Plans and specs have been reviewed by PSC.

Demographic Impacts:

	For Project Area	For Included System(s)
Serviceable Population	1,169	24,624
Serviceable Households	408	9,687
Med. Household Income	\$61,097	\$40,314

New or Improved Service:

To Unserved Households	408
To Underserved Households	

Economic Impacts:

Jobs Created	
Jobs Retained	

DW Specific Impacts:

- This project relates to a public health emergency.
- This project will assist a non-compliant system to achieve compliance.
- This project will assist a compliant system to maintain compliance.
- This project will assist a compliant system to meet future requirements.
- This project will provide assistance not compliance related.
- This project will assist a system operating under an Agreed Order or other enforcement action.

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Drinking Water Project Profile:
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Project Number: **WX21113016** [View Map](#) Submitted By: **BGADD**
 Funding Status: **NOT FUNDED** Primary County: **JESSAMINE**
 Project Status: **APPROVED** Planning Unit: **UNIT 6**
 Project Schedule: **0-2 YEARS** Multi-County Project: **NO**
 E-ClearingHouse SAI: **KY200708131128** ECH Status: **IN-FUNDING REVIEW**
 Legal Applicant: **JESSAMINE-SOUTH ELKHORN WATER DISTRICT**
 Entity Type: **WATER DISTRICT (KRS 74)**
 Date Approved (AWMPC): **10-21-2005**

Narrative	Applicant	Administration	Budget and Schedule	Impacts	Components	Green
Project Inventory (Mapped Features):						
Point Features:						
DOW Permit ID	Count	Feature Type	Purpose	Status	Existing Capacity	Proposed Capacity Units
KY0570249	1	WATER TANK	TANK - INCREASE STORAGE	NEW		1,000,000.00 GALLONS
Linear Features:						
DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KY0570249	WATER LINE: FINISHED	DISTRIBUTION	EXTENSION	8.00	PVC	20,126
					Total Length	20,126
Administrative Components:						
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Construction <input checked="" type="checkbox"/> Management						
Regionalization Components:						
Public Water Systems Eliminated:						
<input type="checkbox"/> This project includes the elimination of public water system(s) through merger or acquisition.						
Water Treatment Plants Eliminated:						
<input type="checkbox"/> This project includes the elimination of water treatment plant(s) through interconnect(s).						
Supplementation of Raw Water Supply:						
<input type="checkbox"/> This project includes supplementing the existing raw water supply.						
Supplementation of Potable Water Supply:						
<input type="checkbox"/> This project includes supplementing the existing potable water supply.						
Emergency Only Water Supply:						
<input type="checkbox"/> This project provides emergency only water supply.						
Water Source Protection:						
<input type="checkbox"/> This project includes land acquisition for water source protection.						

Water Treatment Components:

This project includes water treatment components.

Water Distribution and Storage:

This project includes water distribution and/or storage components.

Water Line Extensions:

This project includes water line extension(s).

Length of extensions: **20,127 LF**

Number of new connections:

Redundancy Components:

This project includes redundant distribution equipment and/or emergency power generators.

Finished Water Quality:

This project includes infrastructure to address inadequate water turnover.

Inadequate turnover is addressed as follows:

This project includes infrastructure to address inability to maintain disinfection residual.

Disinfectant residual is addressed as follows:

Water Line Replacement:

This project replaces problem water lines (breaks, leaks, or restrictive flows due to age).

This project replaces water lines consisting of lead and/or asbestos-cement (AC).

This project replaces inadequately sized water lines.

Water Storage and Pressure Components:

This project includes the construction of new water tank(s).

Number of new tank(s): **1**

Existing storage capacity of tank(s) being decommissioned: _____ gallons.

Proposed storage capacity of new tank(s): **1,000,000** gallons.

Reason for increased storage:

This project includes the rehabilitation of existing water tank(s).

This project includes the construction of new pump station(s).

This project includes the rehabilitation of existing pump station(s).

Security:

This project includes security components for water distribution infrastructure.

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Submitted By: BGADD
Primary County: JESSAMINE
Planning Unit: UNIT 6
Multi-County Project: NO
ECH Status: IN-FUNDING REVIEW

Narrative Applicant Administration Budget and Schedule Impacts Components

Green

Does this project incorporate Sustainable Infrastructure/Green Initiatives categories/components?

NOTE: The following four categories are considered incentives. Projects that incorporate components from any of the categories will receive bonus points on the SRF project priority ranking for drinking water projects. If a category is selected, the applicant must provide proof to substantiate claims. Please place a check next to the category if it is a component of the project.

Energy Efficiency:

- This project reduces energy costs and consumption by replacing, reducing and/or controlling high-use operations used in treatment, pumping, storage, and support systems (e.g. lighting and HVAC).
This project utilizes a SCADA (Supervisory Control And Data Acquisition) system, which performs data collection and control at the supervisory level that is placed on top of a real-time control system (multiple Programmable Logic Controls [PLCs] to reduce energy consumption and enhance process control.
Facility site planning includes facilities and building components designed to maximize energy efficiency.
This project or included system(s) has conducted an energy audit and/or energy reduction plan.

Water Efficiency / Green Infrastructure:

- This project includes the use of improved technologies and practices to deliver equal or better services with less water.
This project includes implementation of a water conservation plan.
This project includes the implementation of infrastructure practices that provide pollutant removal benefits for both surface and groundwater sources.
This project includes low impact construction technology to minimize impacts to the existing surface.
This project includes environmentally innovative or other related technologies.

Asset Management / Full-Cost Pricing:

- The system(s) involved in this project have mapped their treatment, distribution/collection, and storage infrastructure and analyzed conditions, including risks of failure, expected dates of renewals and ultimate replacements, and sources and amounts of revenues needed to finance operations, maintenance, and capital needs (e.g., Capital Improvement Plan).
The system(s) involved in this project have developed appropriate rate structures to build, operate, and maintain
The system(s) involved in this project have specifically allocated funds for the rehabilitation and

replacment of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Component	Amount
Total Water Efficiency Costs	

Energy Efficiency Costs:

Component	Amount
Total Energy Efficiency Costs	

Green Infrastructure Costs:

Component	Amount
Total Green Infrastructure Costs	

Environmentally Innovative Activities Costs:

Component	Amount
Total Environmentally Innovative Activities Costs	

Total Green Component Costs: \$0

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Project Budget: HB 608

WX21113016

Jessamine South Elkhorn Water District

229N-2008

Estimated

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	75,000 ⁰⁰
2	Legal Expenses	10,000 ⁰⁰
3	Land, Appraisals, Easements	50,000 ⁰⁰
4	Relocation Expenses & Payments	0
5	Planning (2)	56,000 ⁰⁰
6	Engineering Fees - Design	99,000 ⁰⁰
7	Engineering Fees - Construction	24,750 ⁰⁰
8	Engineering Fees - Inspection	76,500 ⁰⁰
9	Construction	1,900,000 ⁰⁰
10	Equipment	0
11	Contingency	208,750 ⁰⁰
12	Other	
Total		2,500,000⁰⁰

Funding Sources	Amount	Date Committed
1 Grant 229N-2008	1,000,000 ⁰⁰	HB608 - Apr 2008
2 KRWIA Bond Issue	1,500,000 ⁰⁰	Pending
3		
4		
5		
6		
Total		

(1) Include Interim Financing

(2) Include in this category, all negotiated fees not included in the RD fee scale calculation



Signature

Chairman

Title

11-3-10

Date

RESOLUTION

WX21113016

229N-2008

RESOLUTION OF THE Jessamine South Elkhorn Water District (GRANTEE) ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT, AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the General Assembly has appropriated funds for infrastructure projects in the 2008-2010 Budget of the Commonwealth; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the JSEWD as follows:

SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That L. Nicholas Strong is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on 11-03-, ~~2008~~ 2010

Jessamine South Elkhorn Water District, (Grantee)

[Signature], (Representative)

Title Secretary

CERTIFICATE

WX21113016

Jessamine South Elkhorn Water District

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the JSEWD; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on November 3rd, 2010; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this 3rd day of November, 2010


Secretary/Clerk/Recording Officer

SCHEDULE OF CURRENT RATES & CHARGES
(AND PROPOSED RATES & CHARGES IF APPLICABLE)

Please attach the Schedule(s) of Rates and Charges

WX21113016

229N-2008

Jessamine South Elkhorn Water District

**JSEWD - RATES
(EFFECTIVE JULY 5, 2009)**

5/8" Meter - Connection Fee \$850.00

First 2,000 gallons	\$ 24.10	Minimum Bill	=	\$ 24.10
Next 2,000 gallons	6.40 per 1,000 gals		=	12.80
Next 2,000 gallons	6.30 per 1,000 gals		=	12.60
Next 10,000 gallons	6.20 per 1,000 gals		=	62.00
Next 8,000 gallons	6.10 per 1,000 gals		=	48.80
Over 24,000 gallons	6.00 per 1,000 gals		=	

1" Meter - Connection Fee \$1050.00

First 10,000 gallons	\$ 74.30	Minimum Bill	=	\$ 74.30
Next 6,000 gallons	6.20 per 1,000 gals		=	37.20
Next 8,000 gallons	6.10 per 1,000 gals		=	48.80
Over 24,000 gallons	6.00 per 1,000 gals		=	

2" Meter

First 24,000 gallons	\$ 160.30	Minimum Bill	=	\$ 160.30
Over 24,000 gallons	6.00 per 1,000 gals		=	

* 3% Utility Tax on all usage

** 6% Sales Tax on Commercial usage

*** \$6.50/per month Surcharge on all Southeast customers

**** All Renters - \$50.00 Reimbursable Deposit

***** Billing 20th of each month - 10% penalty after 10 days - service locked after 20 days - \$25 reconnecting fee

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

WX21113016

229N-2008

Jessamine South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 608
 Jessamine South Elkhorn Water District
 WX21113016

229N-2008

As Bid

Revised

Cost Classification		Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
6		

(1) Include Interim Financing

(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

 Signature

 Title

 Date

EXHIBIT 5

CERTIFICATE OF COMPLETION

2008 GENERAL ASSEMBLY
HOUSE BILL 608

WX21113016

229N-2008

Jessamine South Elkhorn Water District

Pursuant to the Agreement between the Kentucky Infrastructure Authority and Jessamine South Elkhorn Water District (the Grantee) for the Project as described in Exhibit 1 of the Agreement, this certificate, signed by the authorized official and the Project Administrator of the Grantee confirms that the following activities are complete.

1. The Project construction has been completed and payment has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery and equipment included in the above referenced Project.
2. All lands, easements, rights of ways, permits or other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid.
3. The Project is complete and is available for the provision of services which are expected to commence on or about _____.

Project Administrator: _____

Authorized Official: _____

Date: _____

Acceptance of Certificate of Completion by Kentucky Infrastructure Authority:

By: _____

Date: _____

**FEES FOR PROFESSIONAL ENGINEERING SERVICES
PERCENTAGE OF CONSTRUCTION COST**

Tables I and II define the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are calculated as a percentage of project construction cost, as determined by project bids. The table is to be utilized in establishing applicable fees for professional engineering services for all water and wastewater projects in Kentucky which may involve federal and/or state funding. Note: Schedules are identical to those used by the Rural Utilities Service, Rural Development Administration, USDA. Note: Tables I and II do not pertain to fees involved in preparation of preliminary engineering reports or additional engineering services. Fees for preparation of preliminary engineering report(s) and additional professional services are subject to negotiation between the engineer, the owner, subject to approval by the funding agency(ies). Typical additional professional services are included after the tables below.

TABLE I – FEES FOR BASIC DESIGN SERVICES

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet in depth) to estimate the amount of rock excavation are included in the basic service instead of being classified as additional services.

TABLE II – FEES FOR RESIDENT INSPECTION SERVICES

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for the first \$1,000,000 cost of treatment facilities.
Add one percent to the above percentages for all over \$1,000,000 cost of treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log in the identical manner as required by funding agency(ies). Compensation for construction costs between the values listed in the schedule should be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, the compensation will be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. The initial construction award amount will set the fee percent for the project (change orders shall not adjust the fee percent). For construction inspection, the initial percent times the revised construction cost will create an up-set figure not to be exceeded. If remaining funds are used and additional construction is rebid, the project shall be treated as a new project with new fee percentages.

Owner: Jessamine - South ELKHORN
Water District
NAME: [Signature]
Title: Chairman
Date: 11-3-10

Engineering Firm: Horne Engineering, Inc.
Name: [Signature]
Title: President
Date: 11-3-10

Tables I and II do not pertain to fees for preparation of preliminary engineering reports and additional professional services. Fees for preparation of preliminary engineering report(s) and additional professional services are to be negotiated with the service provider and the owner, and subject to approval by the funding agency(ies).

Below is a listing of 'typical' additional professional services.

- Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- Necessary data and filing maps for water rights, water adjudication, and litigation.
- Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding agency(ies), except redesigns to reduce the project cost to within the funds available.
- Appearances before courts or boards on matter of litigation or hearings related to the project.
- Preparation of environmental assessments or environmental impact statements.
- Performance of detailed staking necessary for construction of the project, in excess of control staking.
- Operation and maintenance manual for facilities.
- Value engineering.
- Preparation of a use ordinance and user charge system/ordinance based on actual customer use and in compliance with the DOW and/or other required guidelines.
- Archeological surveys
- Biological surveys
- Legal services



STEVEN L. BESHEAR
GOVERNOR

DEPARTMENT FOR LOCAL DEVELOPMENT
OFFICE OF THE GOVERNOR
1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606
www.dlg.ky.gov

TONY WILDER
COMMISSIONER

April 5, 2010

Mr. Will Hagan
Horne Engineering, Inc.
216 S. Main Street
Nicholasville, KY 40356

RE: **Catnip Hill Pike 1.0 MG Elevated Storage Tank**
CFDA: **10.760**
WX21113016
SAI: **KY200708131128**

Dear Mr. Hagan:

Pursuant to your request, the State Clearinghouse will update its evaluation of SAI# **KY200708131128**. The State Clearinghouse has contacted appropriate state agencies and determined its previous comments regarding this proposal are still valid.

Please consider this correspondence as official notification that the State Clearinghouse is reaffirming its previous correspondence. This endorsement remains valid for a period of one (1) year from the date of this letter.

If you have any questions regarding this matter, please feel free to contact the State Clearinghouse at 502-573-2382.

Sincerely,

Lee Nalley
Kentucky State Clearinghouse



ERNIE FLETCHER
GOVERNOR

GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT
OFFICE OF THE GOVERNOR
1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606
www.kentucky.gov

September 21, 2007

Ms. Judith Thacker
Horne Engineering, Inc.
216 S. Main Street
Nicholasville, KY 40356

RE: Catnip Hill Pike 1.0 MG Elevated Storage Tank
WX21113016
SAI# KY20070813-1128
CFDA# 10.760

Dear Ms. Thacker:

The Kentucky State Clearinghouse, which has been officially designated as the Commonwealth's Single Point of Contact (SPOC) pursuant to Presidential Executive Order 12372, has completed its evaluation of your proposal. The clearinghouse review of this proposal indicates there are no identifiable conflicts with any state or local plan, goal, or objective. Therefore, the State Clearinghouse recommends this project be approved for assistance by the cognizant federal agency.

Although the primary function of the State Single Point of Contact is to coordinate the state and local evaluation of your proposal, the Kentucky State Clearinghouse also utilizes this process to apprise the applicant of statutory and regulatory requirements or other types of information which could prove to be useful in the event the project is approved for assistance. Information of this nature, if any, concerning this particular proposal will be attached to this correspondence.

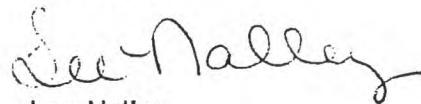
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

This letter signifies only that the project has been processed through the State Single Point of Contact. It is neither a commitment of funds from this agency or any other state or federal agency.

The results of this review are valid for one year from the date of this letter.
Continuation or renewal applications must be submitted to the State Clearinghouse annually. An application not submitted to the funding agency, or not approved within one year after completion of this review, must be re-submitted to receive a valid intergovernmental review.

If you have any questions regarding this letter, please feel free to contact my office at 502-573-2382.

Sincerely,

A handwritten signature in cursive script that reads "Lee Nalley".

Lee Nalley
Kentucky State Clearinghouse

Attachments

Cc: Bluegrass ADD
KIA
Rural Development

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

no comment

The Health and Family Services has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

This project does not directly impact CHFS.

The Office of State Budget Director has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

Endorsed by Vicki Goins

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

no comments

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

The project will have no effect on any property listed in or eligible for listing in the National Register of Historic Places. Further, an archaeological survey will not be necessary. Therefore, we have no objection to the project.

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

Based on the information provided, the Kentucky Department of Fish & Wildlife Resources has no comments concerning the proposed project.

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

Prevailing Wage Rates are applicable please contact the Kentucky Department of Labor at 502-564-3070 to obtain the proper rates

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

Goodpaster (D7), Stuart:

In the event that construction encroaches upon the right-of-way of state maintained facilities, it may become necessary to obtain a Standard Encroachment permit from the Transportation Cabinet. Permit questions and/or requests may be directed to Kelly A. Baker, P.E., District Seven Permits Engineer. Address: 763 New Circle Road, Building #2, Lexington, Kentucky 40512. Telephone: (859) 246-2355.

Additionally, as progress on the project develops, it may be helpful to coordinate construction activities with residential and or commercial development in the area of construction.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY200708131128

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: water storage tank construction. Prior approval must be obtained from the DOW before construction can begin. The applicant must cite the State Application Identifier (SAI #KY200708131128) when submitting plans and specifications.

This project is consistent with the Jessamine County Water Management Plan. It is approved for water management planning. It is approved for water withdrawal by the Water Quantity Management Section of DOW. From the application data, DOW ascertains that a stream construction permit application will need to be submitted to our office for further review of this project.

Jessamine South Elkhorn Water District proposes to construct a 1.0 million gallon elevated storage tank on property which they own on Catnip Hill Pike. The proposed site is in close proximity to the District's existing elevated storage for the northwest service area and will be constructed at the existing hydraulic gradient. Therefore, additional booster pumping will not be required. Completion of this project will provide improved water service to 2,200 households, 60 commercial entities, and 3 miscellaneous entities (schools, churches, etc.). There are no objections to the proposed project. However, final plans and specifications along with hydraulic analysis of the proposed project (including fill/drain cycles of the tank to justify adequate tank turn over) must be submitted to the Division of Water's Drinking Water Branch by a registered professional engineer in Kentucky. The applicant must receive a written approval from the Division of Water prior to the beginning of the construction.

Remove the WX21151016 designation from the elevated storage tank and designate it as WX21113016 in the mapping portal.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) storm water discharge permit.

Utility line projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 608

WRIS #: WX21113016
Grant ID #: 229N-2008
Jessamine South Elkhorn Water District

Grantee Information:

Water Utility: Jessamine South Elkhorn Water District
Address: 802 S. Main St
City: Nicholasville State: Ky Zip: 40356
Phone: 859/881-0589 Contact: Diana Clark
Email: jessaminesouth@windstream.net
Federal ID # 61-6089391

Financial Institution Information:

Bank Name: United Bank
Branch: 201 N Main St Phone No.: 859/885-0900
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. 042102018
Account Name: JSEWD Capital Construction
Account Number: 2004577

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: Diana Clark Date: 10-13-10

Name Printed: Diana Clark Job Title: Office Manager

Please return completed form to: Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
phone: 502-573-0260
fax: 502-573-0157

November 15, 2010

Ms. Donna Marlin
Division of Water
Drinking Water Branch
14 Reilly Rd
Frankfort, KY 40601

Re: Letter of Availability

Dear Ms. Marlin:

This letter is to verify that the **Catnip Hill Tank Site** is within the service area of the Jessamine South Elkhorn Water District and the District has sufficient water to service the property.

Sincerely,

JESSAMINE SOUTH ELKHORN WATER DISTRICT

Glenn T. Smith
Superintendent



📧 This is an urgent message.

Date: Tuesday, November 9, 2010 7:57 AM

From: Horne, John <john@horneeng.com>

To: Diana Clark (JSEWD) <jessaminesouth@windstream.net>

Subject: FW: Jessamine South Elkhorn Water District - WX21113016 - \$1,000,000 _ 229N-2008

FYI - See email below.

John G. Horne

Horne Engineering, Inc.

216 S. Main Street

Nicholasville, KY 40356

859-885-9441

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAW.

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From: Milton, Debby (KIA) [mailto:Debby.Milton@ky.gov]

Sent: Tuesday, November 09, 2010 7:52 AM

To: john@horneeng.com

Cc: Gritton, Jane (KIA); Rice, Kelli (KIA)

Subject: Jessamine South Elkhorn Water District - WX21113016 - \$1,000,000 _ 229N-2008

Importance: High

11-9-10

Jessamine South Elkhorn Water District - WX21113016 - \$1,000,000 _ 229N-2008

John:

The above grant will be place on the 12/21/10 agenda for review by CPBOC.

The following items are outstanding:

As-bid Budget

KIA Adm Fee

Upon CPBOC review, we will fully execute the grant agreement and send you a copy. The District may then request up to 50% of planning design funds. Remaining funds can be released once we have the as-bid budget. Please include back-up invoices with all requests for payment.

Please note, the KIA adm fee is due upon receipt of the first request for payment.

Debby Milton

Kentucky Infrastructure Authority

1024 Capital Center Drive, Suite 340

Frankfort, KY 40601

502-573-0260, ext 234 Phone

502-573-0157 Fax

debby.milton@ky.gov

<http://kia.ky.gov>

Horne Engineering, Inc.

216 SOUTH MAIN STREET • NICHOLASVILLE, KENTUCKY 40356 • (859)885-9441 • FAX (859)885-5160

ENGINEERS • LAND SURVEYORS • PLANNERS
email@homeeng.com

November 4, 2010

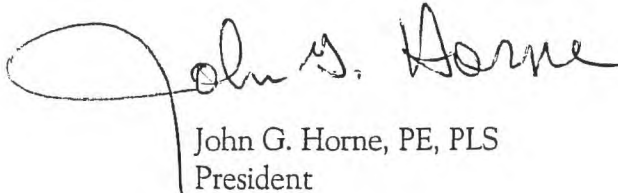
Debby Milton
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Re: 1.0 MG Elevated Storage Tank
Catnip Hill Pike
WX21113016
Grant ID# 229N-2008
Jessamine South Elkhorn Water District

Dear Debby :

Enclosed please find the Grant Assistance Agreement for the subject project. Upon your review, should you have any questions, comments and/or require additional material, please contact me at (859) 885-9441.

Sincerely,
HORNE ENGINEERING, INC.



John G. Horne, PE, PLS
President

JGH/jt

enc.

cc: Diana Clark
Nick Strong
Engr/3569
Engr/3891
Corr.



KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

Steven L. Beshear
Governor

John E. Covington III
Executive Director

August 6, 2010

L. Nicholas Strong, Chairman
Jessamine South Elkhorn Water District
801 S Main St, PO Box 731
Nicholasville, KY 40356

Re: WX21113016 - Catnip Hill Pike 1.0 MG Elevated Storage Tank
2011 Priority List

Dear Mr. Strong:

The Kentucky Infrastructure Authority (KIA) and the Division of Water (DOW) would like to thank you for your interest in the Drinking Water State Revolving Fund (DWSRF) loan program. Your drinking water Project Questionnaire was received by DOW and was reviewed for inclusion to the 2011 Project Priority List. Unfortunately, your project did not rank high enough on the Priority List to be considered during the first round of DWSRF funding. In the event that a first round project cannot meet the program requirements by the deadlines outlined in the Intended Use Plan (IUP) or is no longer interested in a DWSRF loan, the next highest ranked project will be immediately notified.

The IUP is available on both the DOW (www.water.ky.gov) and KIA websites (www.kia.ky.gov) for public notice. We appreciate your interest in the DWSRF loan program and we hope that you will re-apply in the next open Call for Projects beginning in October 2010.

If you have any questions regarding the 2011 Project Priority List, please contact Shafiq Amawi or Amanda Yeary with the DOW at (502) 564-3410 or Sandy Williams or Kasi White with KIA at (502) 573-0260.

Sincerely,

Handwritten signature of John E. Covington, III.

John E. Covington, III
Executive Director
Kentucky Infrastructure Authority

Handwritten signature of Sandy Gruzesky.

Sandy Gruzesky
Director
Division of Water

cc: Mr. John Horne, Horne Engineering

Horne Engineering, Inc.

216 SOUTH MAIN STREET • NICHOLASVILLE, KENTUCKY 40356 • (859)885-9441 • FAX (859)885-5160

ENGINEERS • LAND SURVEYORS • PLANNERS
email@homeeng.com

November 5, 2007

David Duttlinger
Bluegrass Area Development
699 Perimeter Drive
Lexington, KY 40517

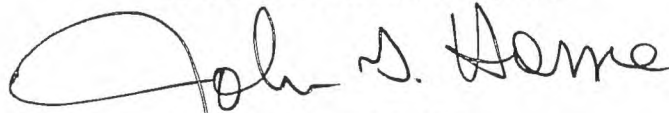
Re: KIA Statewide Information Plan
1.0 MG Elevated Tank
WX21113016
Jessamine South Elkhorn Water District

Dear David:

Enclosed please find the completed Kentucky Infrastructure - Statewide Information Plan for the referenced project.

Should you have any questions or require additional information regarding this matter, please contact me at (859) 885-9441.

Sincerely,
HORNE ENGINEERING, INC.



John G. Horne, PE, PLS
President

JGH/jt
enc.

cc: Nick Strong w/ enc.
Glenn T. Smith *w/enc.*
Engr/3569
Engr/3786
Corr.

Kentucky Infrastructure Authority - Statewide Information Plan

10-11-07

Submit

Print

County Rank: 3

Regional Rank: 32

WRIS Number: WX21113016 Project Category:

Project Title: Catnip Hill Pike 1.0 MG Elevated Storage Tank

Legal Applicant: Jessamine-South Elkhorn Water District

Address1: 107 S. Main St. Address2: PO Box 761

City: Nicholasville State: KY Zip: 40356

Authorized Official: L. Nicholas Strong Title: Chairman

e-mail Address: jessaminesouth@windstream.net

Check if address is the same

Utility:

Address:

City:

State:

Contact First Name: John Contact Last Name: Horne

e-mail Address: john@horneeng.com

Project County/Counties: Jessamine

Project Description: Jessamine South Elkhorn Water District proposes to construct a 1.0 MG elevated storage tank on property which they own on Catnip Hill Pike. The proposed site is in close proximity to the District's existing elevated storage for the northwest service area and will be constructed at the existing hydraulic gradient. therefore, additional booster pumping will not be required.

Project Total Cost Estimate: (from page 5): \$ 2,150,000 Total Connections: -0-

Unserved Households: -0- Cost per Unserved Household: \$ -0-

Underserved Households: Cost per Underserved Household: \$

Jobs Created or Retained: -0- Cost per Job Created or Retained: \$ -0-

Annual Retail Volume Sold: Gallons Water Loss (%):

Funding

	Eligible (Yes/No)	Committed Grant/Local \$	Committed Loan \$	Application Submitted mm- dd-yy	Application Amount
Economic Development Administration:	Yes	XX			
Community Development Block Grant:	Yes	XX			
Rural Development:	Yes			07-27-07	\$2,100,000
Appalachian Regional Commission:	Yes	XX			
Delta Regional Authority:	Yes	XX			
CWSRF/DWSRF:	Yes	XX			
PRIDE:	Yes	XX			
Coal County Regional Industrial Park:	Yes	XX			
Federal Budget Earmark (EPA):	Yes	XX			
State Budget Line Item (Previous Year):	Yes	XX			
KIA Fund B Loan:	Yes	XX			
KIA Fund C Loan:	Yes	XX			
COE Mitigation Funds:	Yes	XX			
AML Funds:	Yes	XX			
Homeland Security Funds:	Yes	XX			
Other Funds: (Specify)	Yes	XX			
Local Funds:	Yes	XX			
Total:					\$2,100,000

CWSRF or DWSRF Priority Rank for Project: N/A

If CDBG eligibility based on LMI is unknown, estimate date of survey completion: N/A mm-dd-yy

Median income for the county, city or area served by the project:

Date of last cost of service study: N/A mm-yy

Date Engineering Plans Submitted to DOW: N/A mm-yy

<u>Outstanding Debt</u>		<u>Assets</u>	
Bonds:	\$ 32,000	Sinking/Special Funds:	\$ 463,172
Other Long Term Debt:	\$ 2,778,749	Investments:	\$
Notes Payable:	\$ 356,204	Cash/Special Deposits:	\$ 588,224

Retail Rates, Charges and Volume:

mm-vv

Effective Date of Retail Rates:

03-05

Billing Period, Minimum Quantity and Minimum Bill Amount:

Monthly Period	2000 Gallons	\$22.37 \$
-------------------	-----------------	---------------

2,000 gallons (5/8" meter for water):	\$ 21.72
3,000 gallons (5/8" meter for water):	\$ 26.93
4,000 gallons (5/8" meter for water):	\$ 32.14
6,000 gallons (5/8" meter for water):	\$ 42.36
30,000 gallons (1" meter for water):	\$ 160.60
300,000 gallons (3" meter for water):	\$ Don't Have

Wholesale Rates and Volumes:

Contract Entity	Purchase/Sell	Rate/1,000 gal	Annual Vol. (gal)	Effective Date mm-dd-yy
Kentucky American		2.157	208mil	12-31-06
City of Nicholasville		1.81	25mil	12-31-06

Connectivity Statement:

If Project is for new treatment plant or existing plant renovation/expansion, have the alternatives of connections to neighboring system been thoroughly analyzed and considered in public by utility?

Y N

N.A.

Certifications and Signatures:

To the best of my knowledge and belief, the information in this pre-application for funding is true and correct.

I also certify, to my knowledge and belief, that the information in the Project Profile that is the basis of this pre-application is true, accurate, complete and up to date.

I further certify, to my knowledge and belief, the **local funds committed** in this pre-application as a funding source are available and are being used as a commitment for this project only.

I am aware that the proposed project may be removed from further consideration should it be determined there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

L. Nicholas Strang
Name of Authorized Official

[Signature]
Signature

11-06-07
Date

L. Nicholas Strang
Name of Utility Official

[Signature]
Signature

11-06-07
Date

I am familiar with the project described in this application and it's priority for funding developed through the county process.

Wm Neal Casady
County Judge Executive Name

Signature

11-6-07
Date

FOR KIA USE ONLY

Assigned Priority Catagory _____

Project Total Cost Estimate

Project Description:

WRIS Number:

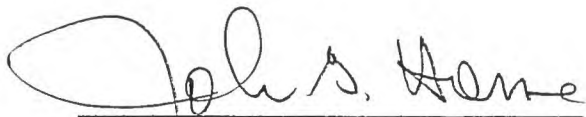
Utility:

Item	Description	Cost
1	Administrative Expenses (1)	90,000
2	Legal Expenses	20,000
3	Land, Appraisals, Easements	50,000
4	Relocation Expense & Payments	-0-
5	Planning (2)	40,000
6	Engineering Fees - Design	123,750
7	Engineering Fees - Construction	20,000
8	Engineering Fees - Inspection	76,500
9	Construction	1,490,000
10	Equipment	10,000
11	Contingency	229,750
12	Other	-0-
	Total	2,150,00

Cost Estimate Prepared By:

John G. Horne, PE. PLS
 Horne Engineering, Inc.

 Licensed Engineer Name or Qualified ADD Employee



 Signature

11-6-07

 Date

Grantee and line-item description: **Jessamine-South Elkhorn Water District
Catnip Hill Pike 1.0 MG Elevated Storage Tank**
Grant amount \$1,000,000.

EXHIBIT 1

Grant ID #229N-2008

DESIGNATION OF PROJECT ADMINISTRATOR

(Please print or type)

Name: John G. Horne, PE, PLS

Company or Organization: Horne Engineering, Inc.

Address: 216 S. Main Street

P.O. Box: N/A

City/State/Zip: Nicholasville, KY 40356

Phone (include area code): 859-885-9441

Fax (include area code): 859-885-5160

E-mail (please print large): john@horneeng.com

WX/SX NUMBER: WX21113016 - \$1,000,000.

If you have more than one project designated to receive funds from this grant award, please copy this page and fill out one page for each project, even if the same person will be designated project administrator for each project.

Project Administrator

Project administration is an extremely important element of any successful infrastructure project. The Project Administrator will be responsible for assisting the Grantee with procurement of all necessary services and gathering, collating, and presenting all appropriate information necessary for complete project documentation. This individual will serve as the communications link between members of the Project Team and as the principal point of contact for state agencies. This individual will be responsible for keeping all members of the local Project Team on task, setting up and maintaining project files, securing additional resources, and for trouble-shooting whenever necessary. Other duties to be performed by the Project Administrator may include: documenting Project Team meetings; conducting and maintaining records of public meetings; preparing the Environmental Assessment; organizing the effort to secure easements and rights of way; and providing necessary clerical and support services as required.

The services performed by a Project Administrator are professional in nature and must be assigned by the Project Owner/Grantee to a qualified staff person with appropriate time to dedicate to the position or to an individual who specializes in this service. Most often these responsibilities are entrusted to a qualified individual secured either through the standard procurement process pursuant to KRS 45A or through an Area Development District.

Reference: *Procedures Manual for Funding Water/Wastewater Projects 2006*
(<http://wris.state.ky.us/kia/>)

Complete and mail or fax to:
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone: 502-573-0260
Fax: 502-573-0157



Bluegrass Area Development District



699 PERIMETER DR. • LEXINGTON, KENTUCKY 40517-4120
PHONE: (859) 269-8021 • FAX: (859) 269-7917

WWW.BGADD.ORG

ANDERSON • BOURBON • BOYLE • CLARK • ESTILL • FAYETTE • FRANKLIN • GARRARD • HARRISON • JESSAMINE • LINCOLN • MADISON • MERCER • NICHOLAS • POWELL • SCOTT • WOODFORD

October 10, 2007

Mr. Nick Strong
Jessamine-South Elkhorn Water District
P O Box 731
Nicholasville, KY 40356

Subject: KIA Statewide Information Plan

Dear Mr. Strong:

In less than three months, the General Assembly will convene and will, among other things, be considering the biennial budget for State Government. In every budget session beginning in 2000, the General Assembly has funded a significant number of water and wastewater projects. Perhaps, that will be true of the 2008 Session of the General Assembly as well.

As you know, the water management councils across the state are required to play a role in this process. At the July 20, 2007 meeting of the Bluegrass Council, more than 200 projects within our active database were ranked, scored by the Council, and forwarded to the Kentucky Infrastructure Authority (KIA) through whom funding from the General Assembly is funneled.

In this process of seeking additional water and wastewater funding from the General Assembly, the Kentucky Infrastructure Authority *requires something more of each of us*. KIA has developed a five-page form asking for data that will provide members of the General Assembly with information that they wish to know about your water and/or sewer utility, how it functions, and how ready your proposed project is for possible financial support from State Government.

If you have a proposed project in the system, you are requested to complete and return the form. We cannot fill this form out for you. Your consulting engineer will be able to assist you in providing some of the required information.

Attached you will find a list of your proposed projects our active database. I am also enclosing a single copy of the five-page form with our request that you (or your engineer) complete the form and return it to me. The form *can be mailed back to the ADD or can*

sent to How
10-15-07

be brought to the Water Management Council meeting on October 19 and turned in at that time.

Some of the information being requested may be difficult to supply. Our advice is just to “do the best you can” to complete the form. *We ask for one completed form for each project listed above.*

If you have a question, contact David Duttlinger or me at the ADD.

In advance, we thank you for your efforts to help us to help you.

Respectfully,

A handwritten signature in black ink that reads "Don R. Hassall". The signature is written in a cursive, flowing style.

Don R. Hassall, P.E.
Water Management Coordinator

DH:mkg

Enclosure

Attachment

WX21113016 Catnip Hill Pike 1.0 MG Elevated Storage Tank

Jessamine-South Elkhorn Water District

Information Request No. 27: Please provide the minutes and attendance logs from any and all meetings of District representatives in which the water tank proposed in this proceeding or the storage of water was mentioned or discussed since the date of the most recent minutes produced in Case No. 2012-00470.

Answer: See attached at Tab 2.²

[L. Nicholas Strong]

² These materials were first provided to the Forest Hills Residents' Association, Inc. informally by email at the request of counsel for the Association on October 22, 2014.

April 18, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on April 18, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, J F Hall, Jerry Haws and John Blackford. John Horne, Bruce Smith, Christopher Horne, Richard Decker, Ron Eldridge and Diana Clark were also present.

Leta Mattingly and Nancy Clark, auditors, addressed the Board with a review of the 2011 audit.

Randall Wright addressed the Board with quotes for employee health insurance. A motion to stay with Anthem was made by Mr. Haws, seconded by Mr. Robinson approved.

There was a review of the Aged Receivables.

Mr. Smith reported on the **Forest Creek** lawsuit. The informational response was filed to their informational request. There was a discussion on the contact between PSC and Mr. James Kelley. Mr. Smith is going to ask for a dismissal of the complaint.

Christopher received some PRV charts. Further review is going to take place with Christopher and Ron.

There was a discussion on the **KY-169** waterline relocation easements and right-a-ways. There was a question whether utilities can use the right-a-way. It was suggested to try to meet with Ramsey Farm to come to an agreement and if that fails, redesign and apply for the encroachment permit and ask permission from the KY Transportation to use the right-a-way to get the project completed.

The Series 2000 RD Bonds should be ready for signing at the May meeting.

Mr. Horne recommended that the **Catnip Hill Tank** be advertised for bid. A motion to finish the design, proceed with the bid, and apply for the CON was made by Mr. Haws, seconded by Mr. Robinson – approved.

Mr. Horne requested to contact Division of Water for the purpose of using remaining **Unserviced II** funds to address the stub line leak situation. A motion to authorize this request was made by Mr. Robinson, seconded by Mr. Hall – approved.

Ron reported that there had been a line break on Lock 8 Road.

A motion to approve the minutes of the March meeting was made by Mr. Hall, seconded by Mr. Blackford – approved.

A motion to approve the March bills and pre-approval for the contractual payables was made by Mr. Blackford, seconded by Mr. Robinson approved.

It was discussed whether to change the monthly Board Meeting to another week of the month; however, due to other conflicts, it was agreed to leave the meeting on the first Wednesday of each month.

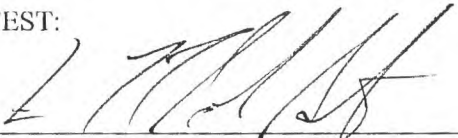
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

A motion to go into closed session for an employee's (Diana Clark) evaluation was made by Mr. Haws, seconded by Mr. Blackford approved.

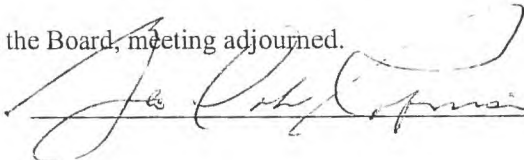
The Commissioners returned to open session. A motion to approve the evaluation was made by Mr. Robinson, seconded by Mr. Hall - approved.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



June 6, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on June 6, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, J F Hall and Jerry Haws. John Horne, Bruce Smith, Christopher Horne, Richard Decker, Ron Eldridge, Tom Smith and Diana Clark were also present.

Allen Harris addressed the Board with a request to connect 9-12 additional customers and what impact it would have on the District. This is not an extension and once the preliminary plat is approved, a hydraulic analysis will be performed.

A moment of silence was observed for **John P. Blackford**. A motion to enter a Proclamation into the minutes for Mr. Blackford was made by Mr. Haws, seconded by Mr. Robinson – approved. It was also agreed to plant a tree in Mr. Blackford's honor at the District's office building. On motion made, seconded and unanimously approved, the Board resolved to pay six months of Mr. Blackford's Commissioner salary (\$1480.14).

There was a review of the Aged Receivables.

Christopher reported on the PRV recorders in the Southeast. It was suggested to put the PRVs on an annual maintenance service.

Mr. Horne reported that the **KY-169** KDOT waterline relocation project cost had been completed. The Dept of Highways will prepare an agreement between them and the District with the District's contractor completing the work. A motion contingent on the signing of the agreement with the Dept. of Highways for Ron Eldridge Excavating to complete the work was made by Mr. Robinson, seconded by Mr. Hall – approved.

Ron reported that Chris Bailey had made an inquiry concerning the piece of equipment abandoned during the Southeast Project.

Mr. Horne reported on the **KY-169 Ramsey Farm** waterline replacement. A motion for Ron Eldridge Excavating to complete this project contingent on Board approval of replacing a culvert was made by Mr. Robinson, seconded by Mr. Hall – approved.

Mr. Horne reported on the bid date of July 10th for the **Catnip Hill Tank**. A motion to pursue the funding through the KRWA bond issue was made by Mr. Hall, seconded by Mr. Haws – approved.

A motion to go into closed session to discuss the PSC Case No. 2011-00297 (Forest Creek) was made by Mr. Robinson, seconded by Mr. Haws – approved

A motion to go back into regular session with no action taken was made by Mr. Robinson, seconded by Mr. Haws – approved.

A motion to retain **Fain, Mattingly & Associates** as auditor for another year was made by Mr. Hall, seconded by Mr. Robinson – approved.

A motion to approve the amended minutes of the May meeting was made by Mr. Robinson, seconded by Mr. Hall – approved.

A motion to approve the May bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Haws – approved.

July 5, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on July 5, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, J F Hall and Jerry Haws. John Horne, Bruce Smith, Richard Decker, Ron Eldridge, Larry Wagoner and Diana Clark were also present.

Kristin Mallard, KRWFC, addressed the Board with financing information for the **Catnip Hill Tank** project. A motion to approve financing through KRWFC was made by Mr. Haws, seconded by Mr. Robinson – approved. A motion to adopt the resolution was made by Mr. Robinson, seconded by Mr. Haws – approved. A motion to approve the application to KRWFC was made by Mr. Hall, seconded by Mr. Haws – approved. The bid opening for the Tank project is scheduled for July 10th.

There was a discussion on having Willhoite Service evaluate the air conditioning system.

There was a discussion on the PRV pressure recorders. It was suggested to set up an annual maintenance schedule on the PRVs.

Mr. Horne reported on the **KY-169** KDOT waterline relocation. The agreement from the State has not been received.

There was a review of the Aged Receivables.

Richard presented an update on the Maintenance Manual.

A motion to authorize Mr. Horne to revise the **tariff** concerning easement size and release was made by Mr. Robinson, seconded by Mr. Hall – approved.

Mr. Blackford's wife, brother, and son-in-law came by the office for a dedication of the tree set in Mr. Blackford's honor for service to the District. A framed proclamation was also presented to Mrs. Blackford.

A motion to approve the amended minutes of the June meeting was made by Mr. Robinson, seconded by Mr. Hall – approved.

A motion to approve the June bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Haws – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

Mr. Horne reported on the District's boundaries. A motion to petition the Fiscal Court to annex the remainder of Ft Bramlett and the balance of Dale Smith's farm on West Ln into the District was made by Mr. Robinson, seconded by Mr. Hall – approved. This motion also includes to petition Woodford Co to accept a small portion on Troy Rd to be served by South Woodford Water District.

A motion to go into closed session to discuss PSC Case No. 2011-00297 (**Forest Creek**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

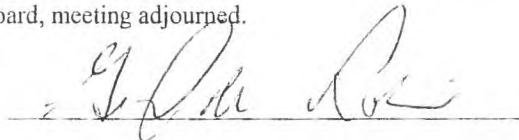
A motion to return to open session was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to give Larry Wagoner a 4% raise was made by Mr. Haws, seconded by Mr. Hall – approved.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

Chairman



August 1, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on August 1, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, J F Hall and Jerry Haws. John Horne, Bruce Smith, Richard Decker, Ron Eldridge, Christopher Horne and Tom Smith were also present.

There was a review of the Aged Receivables.

Mr. Horne reported on the **KY-169** relocation project. He presented pictures of concerns to fire hydrant and valves caused by Allen Co. Mr. Horne had notified the Dept of Highways concerning this item.

On motion duly made, seconded and unanimously approved, the Board went into Closed Session to discuss PSC Case 2011-00297 (Forest Creek).

On motion duly made, seconded and unanimously approved, the Board returned to Open Session. No action was taken.

Mr. Horne reported on the bid results for the **Catnip Hill Tank**. Caldwell was low bidder. As part of its overall services, Rubin and Hayes will submit the funding application to PSC and request the CON.

Mr. Horne reported on the Staton one-year warranty period for the **Pekin Ln** project. An inspection will be performed.

A motion to approve Pay Estimate #1 on the **KY-169 Culvert** project for Ron Eldridge Excavating was made by Mr. Robinson, seconded by Mr. Hall - approved.

A motion to approve Pay Estimate #1 on the **KY-169 (Ramsey)** project for Ron Eldridge Excavating and materials from C. I. Thornburg was made by Mr. Haws, seconded by Mr. Robinson - approved.

Christopher reported that Richard had flushed the PRV valves in the Southeast and they were functioning properly.

It was suggested to paint the hydrants.


A motion to approve the minutes of the July meeting was made by Mr. Robinson, seconded by Mr. Haws approved.

A motion to approve the July bills and pre-approval for the contractual payables was made by Mr. Haws, seconded by Mr. Hall - approved.

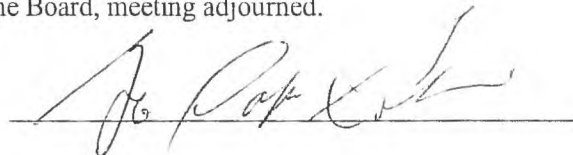
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



September 5, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on September 5, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, J F Hall and Jerry Haws. John Horne, Bruce Smith, Richard Decker, Ron Eldridge, Christopher Horne, Diana Clark and Tom Smith were also present.

There was a review of the Aged Receivables.

A motion to go into closed session to discuss PSC Case No. 2011-00297 (**Forest Creek**) was made by Mr. Haws, seconded by Mr. Robinson approved.

A motion to go back into open session was made by Mr. Robinson, seconded by Mr. Haws – approved. No action taken.

Mr. Horne reported on the **Catnip Hill Tank** project funding. The first funding is the KIA grant for \$1,000,000. The second funding is the KRWFC loan. In order to reduce the loan amount, the land purchased expense and construction on the additional piping for the tank will not be reimbursed items. There was a question whether the KRWFC funding agency had been notified of the Forest Hill complaint and the answer was yes.

Mr. Horne reported on the **Unserved, Phase II** (Pekin Lane/Barkley Estates) project. The warranty period is up in October and a Letter of Acceptance should be presented at the October meeting.

A motion to approve Pay Estimate #2 and a draw on the **KY-169 Culvert** project for Ron Eldridge Excavating and a draw for reimbursement of materials was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to approve Pay Estimate #2 on the **KY-169 (Ramsey)** project for Ron Eldridge Excavating and the payment of materials used was made by Mr. Hall, seconded by Mr. Robinson – approved.

Mr. Horne reported on the **US 68** Change Order #14 which would correct the Todd A Jenkins entrance and through an agreement with the owner and the KYTC District #7, this would be reimbursed expenses. A motion to approve and sign the change order was made by Mr. Robinson, seconded by Mr. Hall – approved.

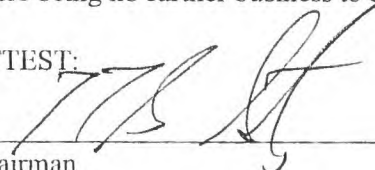
Mr. Horne reported on the pressure zones for the **Northwest / Dixon Town** project areas. For funding purposes these two project profiles will be combined into one project profile. Mr. Horne made his recommendations on possible loops and deletions of lines from the original profiles and leaving out PRV vaults on the new design. If a list of possible high pressure customers in these areas is provided, then individual PRVs could be included in the contract.

A motion to approve the minutes of the August meeting was made by Mr. Hall, seconded by Mr. Robinson approved.

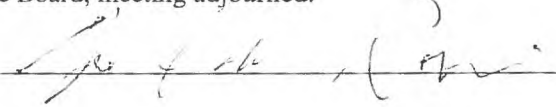
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



October 3, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on October 3, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson and J F Hall. John Horne, Bruce Smith, Richard Decker, Christopher Horne, Diana Clark and Tom Smith were also present.

There was a review of the Aged Receivables.

Mr. Horne recommended to accept and release the warranty period on the Staton contract (**Unservd II**) with no corrections. A motion to approve this recommendation was made by Mr. Robinson, seconded by Mr. Strong - approved.

Mr. Horne reported that he had received a verbal from Don Lawson, Ky Dept of Highways for the Change Order #14 on the **US 68** project. The easement had been signed and will be recorded and Ron Eldridge had been notified to proceed.

Mr. Smith reported that a proposed counteroffer had been sent to the developer of **Forest Creek** with no response as yet.

The CON for the **Catnip Hill Tank** has been signed and submitted to the funding agency. Hopefully the funding agency has submitted it to PSC.

Richard reported that C. I. Thornburg is working on the PRV valves.

There was a discussion on the Christmas party.

Mr. Smith reported that Blue Zoom had contacted him with a request to rent space to mount an antenna for wireless internet services on certain water towers belonging to the District. Tom reminded the Board that the District had a practice not to rent out any space on the towers due to interference with telemetry. Christopher is going to check on the telemetry. Smith is going to find out which towers are under consideration.

A motion to approve the minutes of the September meeting was made by Mr. Robinson, seconded by Mr. Hall - approved.

A motion to approve the August bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Robinson - approved.

A motion to approve the September bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Hall - approved.

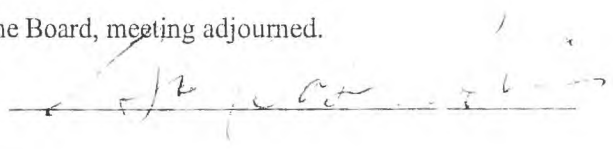
The 2013 Budget was presented for review and discussion.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST: 

Chairman



November 7, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on November 7, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, Tom Beall and J F Hall. John Horne, Bruce Smith, Richard Decker, Christopher Horne, Diana Clark and Tom Smith were also present.

Tom Beall was introduced as a new Commissioner for the District effective November 5, 2012.

There was a review of the Aged Receivables.

A motion to go into closed session to discuss the **Forest Creek** proposed settlement and the **Forest Hills** complaint was made by Mr. Haws, seconded by Mr. Robinson – approved

A motion to return to open session, with no action taken, was made by Mr. Robinson, seconded by Mr. Haws – approved.

The Christmas party will be held December 6th at Giuseppe's.

A motion to approve the KY 29 Change Order Draw for the **Todd Jenkins entrance** was made by Mr. Robinson, seconded by Mr. Hall - approved

A motion to approve the KYTC-**KY 169** Final Draw was made by Mr. Robinson, seconded by Mr. Haws - approved.

A motion to approve the Final Pay Estimate and Final Change Order for Ron Eldridge Excavating (**KY 169 Ramsey**) was made by Mr. Hall, seconded by Mr. Robinson – approved.

A motion to approve the Final Pay Estimate and Final Change Order for Ron Eldridge Excavating (**KY 169 Culvert**) was made by Mr. Hall, seconded by Mr. Robinson approved.

Mr. Smith reported that Blue Zoom had contacted him with a request to rent space to mount an antenna for wireless internet services on certain water towers belonging to the District. Christopher reported that the services requested would not interfere with the District's telemetry. The Blue Zoom representative is to attend the December meeting to answer questions and discuss certain details of the contract.

After a discussion a motion to approve the 2013 **Budget** was made by Mr. Hall, seconded by Mr. Robinson approved.

A motion to approve the minutes of the October meeting was made by Mr. Robinson, seconded by Mr. Haws approved.


A motion to approve the October bills and pre-approval for the contractual payables was made by Mr. Haws, seconded by Mr. Robinson – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

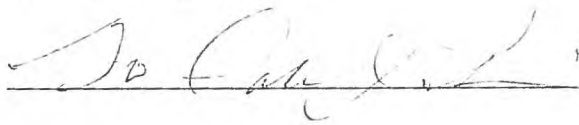
Minutes
November 7, 2012
Page 2

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



December 6, 2012

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on December 6, 2012, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws and J F Hall. John Horne, Bruce Smith, Richard Decker, Christopher Horne, Diana Clark, Ron Eldridge and Tom Smith were also present.

Bob Edens, 64 Candlewood, addressed the Board with several issues concerning a leak and water quality. Mr. Edens was told that a blow-off valve was installed on the 2" line which will be flushed on a regular basis. A review of the as-builts / plats was requested by the Board. Mr. Edens also requested that periodic water samples be taken at his location and additional dirt be placed where the leak was fixed around his meter box.

Sonny Ransdell and Eric Harman, Blue Zoom representatives, addressed the Board to answer questions on the request for placement of an antenna on three of the District's water storage tanks. The fees, installations, utilities, and demand for the service were discussed. The issue was tabled until a proposal is presented.

There was a review of the Aged Receivables.

A motion to go into closed session to discuss the **Forest Creek** proposed settlement and the **Forest Hills** complaint was made by Mr. Haws, seconded by Mr. Robinson – approved

A motion to return to open session, with no action taken, was made by Mr. Hall, seconded by Mr. Robinson - approved.

A motion to approve the minutes of the November meeting was made by Mr. Robinson, seconded by Mr. Hall - approved.

A motion to approve the November bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Haws – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

Chairman

January 7, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on January 7, 2013, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws and J. F. Hall. John Horne, Bruce Smith, Richard Decker, Christopher Horne, Diana Clark, Ron Eldridge and Tom Smith were also present.

There was a review of the Aged Receivables.

A motion to go into closed session to discuss the **Forest Creek** proposed settlement and the **Forest Hills** complaint was made by Mr. Haws, seconded by Mr. Robinson – approved. A motion to return to open session was made by Mr. Haws, seconded by Mr. Robinson – approved. No action taken.

A motion to go into closed session to discuss the Catnip Hill Tank CPCN proceeding before the PSC was made by Haws, seconded by Robinson – approved. A motion to return to open session made by Haws, seconded by Robinson – approved. Motion by Haws, second by Robinson to authorize Bruce Smith to engage an appraiser on behalf of the District for use as an expert before the PSC and to request a brief continuance of the proceeding in order to study the alternative sites proposed by the Intervenors.

Mr. Smith reported that he had not revised the Blue Zoom contract.

Mr. Horne reported that the bid on the **Catnip Hill Tank** had been extended 30 days and he would now ask for a 90-day extension.

A motion to approve the minutes of the December meeting was made by Mr. Hall, seconded by Mr. Haws – approved.

A motion to approve the December bills and pre-approval for the contractual payables was made by Mr. Haws, seconded by Mr. Robinson– approved.

Ron reported that a big leak had been found and repaired on a cross-country line in the Southeast.

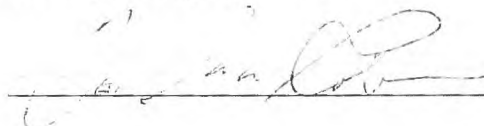
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



February 6, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on February 6, 2013, with the following Commissioners present: Nick Strong, Thomas Beall, Jerry Haws and J. F. Hall. John Horne, Bruce Smith, Richard Decker, Christopher Horne, Ron Eldridge and Tom Smith were also present.

Fred Day, Infintech, addressed the Board with further information on his proposal to offer credit cards for payments. Mr. Day will send a specific proposal to Mr. Smith for the Board's consideration.

A representative from Blue Zoom addressed the Board to discuss the terms of the contract, sign the contract and present a check for the first month's rent. A motion to approve the signing of the contract was made by Mr. Haws, seconded by Mr. Hall – approved.

There was a review of the Aged Receivables.

A motion to go into closed session to discuss the **Forest Creek** proposed settlement was made by Mr. Haws, seconded by Mr. Hall – approved. A motion to return to open session was made by Mr. Hall, seconded by Mr. Haws – approved. No action taken.

A motion to go into closed session to discuss the **Forest Hills** complaint was made by Mr. Beall, seconded by Mr. Hall – approved. A motion to return to open session was made by Mr. Haws, seconded by Mr. Hall – approved. No action taken.

Ron left the meeting.

A motion to accept the **KY-169 Ramsey Farm** and **KY-169 Culvert Replacement** mains was made by Mr. Hall, seconded by Mr. Haws – approved.

Mr. Horne reported that Caldwell had signed an extension to May 1, 2013, for their bid on the **Catnip Tank**.

A motion to approve the Change Order for the **Todd Jenkins entrance** was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to approve the minutes of the January meeting was made by Mr. Beall, seconded by Mr. Hall – approved.

A motion to approve the January bills and pre-approval for the contractual payables was made by Mr. Beall, seconded by Mr. Hall – approved.

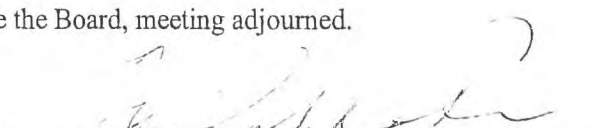
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



March 6, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on March 6, 2013, with the following Commissioners present: Nick Strong, Thomas Beall and Jerry Haws. John Horne, Bruce Smith, Richard Decker, Diana Clark, Christopher Horne, Ron Eldridge and Tom Smith were also present.

There was a review of the Aged Receivables.

Mr. Smith reported that no action has been made on the **Forest Creek** settlement.

Mr. Smith reported there would be a hearing before PSC in the **Catnip Hill Tank/Forest Hills** complaint. The Forest Hills residents rejected the District's offer of settlement. A conference call will be held before the hearing to sort out the procedures of the hearing. The study performed by an appraiser reported that the tank built at the proposed location will have no effect on the value of property in the Forest Hills subdivision.

Mr. Smith reported that he had contacted PSC concerning the use of credit cards for billing payments. If the District collects a fee, then it has to file for a non-recurring charge with the PSC. Otherwise, the District only has to notify credit card users that there is an extra charge for the use of a credit card.

There was a request from the maintenance contractor for an increase in the installation of water meter services. A motion to approve the submittal of a tariff for the increase was made by Mr. Haws, seconded by Mr. Beall – approved.

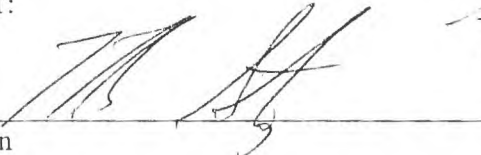
A motion to approve the minutes of the February meeting was made by Mr. Beall, seconded by Mr. Haws – approved.

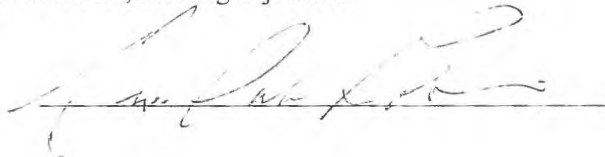
A motion to approve the February bills and pre-approval for the contractual payables was made by Mr. Haws, seconded by Mr. Beall – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:


Chairman



April 3, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on April 3, 2013, with the following Commissioners present: Nick Strong, Thomas Beall, George Dale Robinson, J F Hall and Jerry Haws. John Horne, Bruce Smith, Richard Decker, Diana Clark, Christopher Horne, Ron Eldridge and Tom Smith were also present.

Randall Wright, insurance agent, addressed the Board with new proposals for life and health insurance. A motion to stay with Anthem's current plan for the coming period was made by Mr. Haws, seconded by Mr. Robinson – approved.

The financial statements were given to the Board for review.

The May Board Meeting was rescheduled for Wednesday, April 24th.

There was a review of the Aged Receivables. The **Flagship** charges will be included in the EPA Grant draw.

Mr. Smith reported that no action has been made on the **Forest Creek** settlement.

Mr. Smith reported that a post-hearing brief had been filed on the **Catnip Hill Tank/Forest Hills** complaint.

Mr. Smith reported that the fees charged by **Infintech** for credit card usage would be nominal and paid by the customers wanting to use credit cards. Since any income to the District would be nominal at best, the District would not be sacrificing much if it does not share in the charges. A motion to approve credit card usage through Infintech with all charges borne by the customer and no income to the District was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to approve the minutes of the March meeting was made by Mr. Hall, seconded by Mr. Haws – approved.

There was a discussion on retaining **Fain, Mattingly & Associates** as auditors for another year. Mr. Smith reported that it was not a mandatory requirement to change. It was agreed to review the item at the end of the year.

A motion to approve the March bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Hall – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

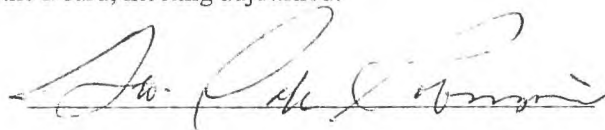
The Board went into Executive Session to discuss the evaluations of Patty Hazelett, Diana Clark and Richard Decker.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



April 24, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on April 24, 2013, with the following Commissioners present: Nick Strong, Thomas Beall, George Dale Robinson and J F Hall. John Horne, Bruce Smith, Richard Decker, Diana Clark, Christopher Horne, Ron Eldridge and Tom Smith were also present.

There was a review of the Aged Receivables.

Mr. Smith reported that no response has been received from **Forest Creek** in regards to a settlement, the PSC proceeding is still being held in abeyance and that the appeal to the Court of Appeals has been submitted for a decision.

Mr. Smith reported that no decision had been made by the PSC on the **Catnip Hill Tank/Forest Hills** CPCN proceeding.

Christopher reported that he would be submitting the information for Mr. Smith to file the Tap Fee Tariff.

A motion to adopt the Resolution for the KIA Agreement on the **Northwest Replacement Project** was made by Mr. Robinson, seconded by Mr. Hall – approved.

A motion to authorize the Chairman to sign the KIA Agreement was made by Mr. Beall, seconded by Mr. Robinson – approved.

Mr. Horne presented the plat for the **R J Corman 68 Entrance**. A motion to approve the request to relocate the water main, based on payment by Cormjan of Ron's cost proposal and payment paid prior to construction, was made by Mr. Beall, seconded by Mr. Hall – approved.

There was a discussion on Lot 30 in Forest Hills. The meter will be set according to the user agreement and the customer will have the responsibility of a long service.

A motion to approve the minutes of the April meeting was made by Mr. Robinson, seconded by Mr. Hall - approved.

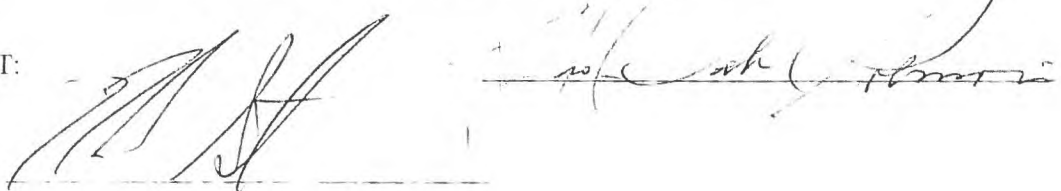
A motion to approve the April bills and pre-approval for the contractual payables was made by Mr. Beall, seconded by Mr. Hall - approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

Chairman

The image shows two handwritten signatures. The signature on the left is written over a horizontal line and is identified as the Chairman. The signature on the right is also written over a horizontal line and appears to be a witness or another official. Both signatures are in dark ink and are somewhat stylized.

June 5, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on June 5, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, Thomas Beall, George Dale Robinson and J F Hall. John Horne, Bruce Smith, Richard Decker, Diana Clark, Christopher Horne, Ron Eldridge and Tom Smith were also present.

There was a review of the Aged Receivables.

Mr. Smith gave an update on the **Forest Creek** dispute before the PSC. The case is still being held in abeyance. A conference call as to the status of the negotiation is scheduled with Jerry Wuetcher at PSC.

There was a discussion on the status of the Catnip Hill tank. A motion to authorize Horne Engineering to proceed with studies to support a request to PSC for a 500,000 gallon **tank** was made by Mr. Haws, seconded by Mr. Robinson – approved.

There was a discussion on the connection fee tariff. A motion to approve an increase for Ron Eldridge Excavating on installing services (5/8" – from \$700 to \$800 and 1" – from \$830 to \$955) and to increase the connection fees to \$950 (5/8") and \$1200 (1") was made by Mr. Robinson, seconded by Mr. Hall – approved. The tariff will be submitted to PSC for approval with an effective date of June 15, 2013. There was a clarification that the property is fixed back to the original state with no additional charges and if there are additional charges for the customer, a proposal is presented before the service is installed.

There was a discussion on the signing of Availability Certification on preliminary plats. No action taken.

Mr. Strong will call Jerry Adams at **R J Corman** and advise that work could not begin on the 68 Entrance until the proposal amount is paid.

There was a discussion on the PSC proposed regulation amendment as to pass-through rate adjustments.

A motion to accept the Deed of Conveyance for the water system at **Keene Manor, Unit 2** conditioned on payment of all expenses and the recording of the plat was made by Mr. Hall, seconded by Mr. Haws - approved.

A motion to approve the minutes of the April 24th (May) meeting was made by Mr. Beall, seconded by Mr. Robinson approved.

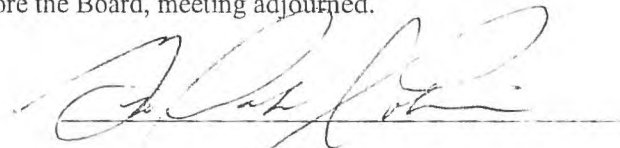
A motion to approve the May bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Robinson approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

Chairman



July 3, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on July 3, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, George Dale Robinson and J F Hall. John Horne, Bruce Smith, Richard Decker, Diana Clark, Ron Eldridge and Tom Smith were also present.

Leta Mattingly and Nancy Clark, auditors, addressed the Board with a review of the 2012 audit. It was already agreed by the Board to retain Fain, Mattingly & Associates as the auditors for 2013.

There was a review of the Aged Receivables.

Mr. Smith reported that he was still waiting for response from PSC on the **Catnip Hill Tank** complaint.

There was a discussion on a pass through on the City of Nicholasville Ky River withdrawal increase. It was suggested that Diana contact PSC and calculate the increase for the District's rates before making a motion.

Mr. Horne reported that **R J Corman** made a request to abandon the Peeltown line. Mr. Corman was given an estimate on relocating the line to prevent customers from being on a stubbed-out line.

There was a brief discussion on the outstanding balances on **Ichthus**. Mr. Smith reported on the procedure Ichthus is using to pay off unsecured creditors from their liquidated assets. Mr. Smith will send a letter to their attorney.

A motion to go into closed session to discuss **Forest Creek** was made by Mr. Haws, seconded by Mr. Robinson - approved.

A motion to return to open session was made by Mr. Robinson, seconded by Mr. Haws - approved.

A motion to approve the settlement agreement on **Forest Creek** pending revisions as discussed was made by Mr. Haws, seconded by Mr. Robinson - approved.

A motion to approve the minutes of the June meeting was made by Mr. Robinson, seconded by Mr. Hall - approved.

A motion to approve the June bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Hall - approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.


A motion to go into closed session to discuss the evaluation on Larry Wagoner was made by Mr. Haws, seconded by Mr. Robinson - approved.

A motion to return to open session was made by Mr. Haws, seconded by Mr. Robinson - approved.

A motion to approve a raise for Larry Wagoner was made by Mr. Robinson, seconded by Mr. Hall - approved.

There being no further business to come before the Board, meeting adjourned.

ATTEST:


Chairman

August 14, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on August 14, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, George Dale Robinson, Tom Beall and J F Hall. John Horne, Bruce Smith, Richard Decker, Diana Clark and Ron Eldridge were also present.

There was a review of the Aged Receivables.

Mr. Smith reported that he had presented the proposed settlement for **Forest Creek** with no response.

Mr. Smith reported that PSC staff had represented that there should be a decision on the **Catnip Hill Tank** complaint by August 31st.

There was a discussion on the PRV operations. Christopher reported that the bypass valve around the US 68 PRV was open which is a reoccurring issue. It was suggested that anytime a valve is turned the lid is placed upside down. Several options were suggested to alleviate this problem. Christopher is to meet with Tom, Ron and Richard to formulate a solution.

Mr. Smith reported that possibly in September the District could receive \$.10 on the dollar for the **Ichthus** accounts.

There was a discussion on a PWA due to City of Nicholasville's withdrawal fee and Ky Am's rate increase. A PWA for the increases will be presented at the September meeting.

Mr. Horne reported on a computer program presented by AWWA to track water loss and audit water usage. Richard was told to look into the program.

A motion to approve the Final Pay Estimate and the Close-out for the **Unservd II** project was made by Mr. Robinson, seconded by Mr. Hall - approved.

A motion to approve the minutes of the July meeting was made by Mr. Robinson, seconded by Mr. Haws - approved.

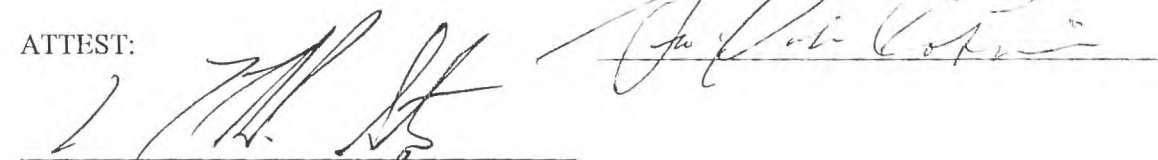
The Board agreed that Fred Day/Infintech should pay for the credit card terminal since he presented the proposal that there would be no associated charged with allowing card usage. The charge was \$263 for the terminal.

A motion to approve the July bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Hall - approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



September 4, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District on September 4, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, George Dale Robinson and Tom Beall. John Horne, Bruce Smith, Richard Decker, Tom Smith, Diana Clark and Ron Eldridge were also present.

Rick Music, 312 Golf Club, addressed the Board with an issue concerning his separate irrigation meter. Mr. Music stated that he was told when he put in the irrigation system that he had to have a separate meter. He later found out that a separate meter was not required. Now he wants to combine both the house and irrigation on one meter. The Board told him that was fine with them; however, the expense of combining the two would be his responsibility.

Tom reported that several of the paddocks in the District are not registering the usage on the low flow. Sensitive low flow meters were purchased and these will be installed in the locations for comparison readings.

There was a review of the Aged Receivables. Mr. Smith is to check the tariff to see if a finance charge can be applied to outstanding invoices.

Mr. Smith reported that he has gotten no response on the **Forest Creek** proposed settlement.

Mr. Smith reported that he has gotten no decision on the **Catnip Hill Tank** complaint.

Diana reported that KAWC had not sent an invoice yet; therefore, a Purchase Water Adjustment could not be figured.

Mr. Horne reported that the plans were almost complete for the **Northwest Replacement Lines** project. The recommendation from Horne Engineering is to split the project into two contracts with the possibility of obtaining local contractors. A motion to split the project into two contracts was made by Mr. Haws, seconded by Mr. Robinson - approved.

Ron reported that the service lines in **Crosswoods** were brittle and if there was grant money or money available, these lines need to be replaced.

A motion to approve the minutes of the August meeting was made by Mr. Robinson, seconded by Mr. Beall - approved.

A motion to approve the August bills and pre-approval for the contractual payables was made by Mr. Haws, seconded by Mr. Robinson - approved.

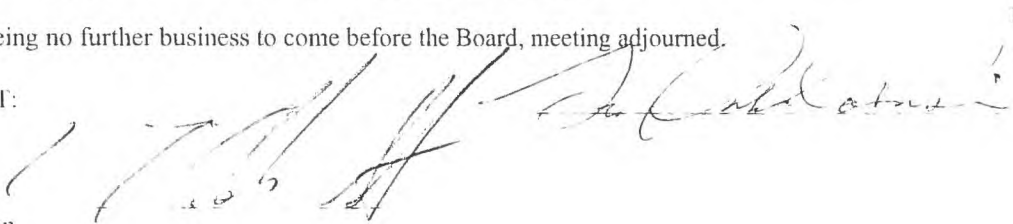
There was a discussion on revising the water tariff concerning cutoffs. If the customer does not pay before the cutoff date, the \$25 fee is applied and stays on the account even if the customer is not cutoff. Mr. Smith will present the tariff for signing.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

Chairman

A large, handwritten signature in black ink, likely belonging to the Chairman, is written over the 'ATTEST:' and 'Chairman' text. The signature is cursive and somewhat stylized, with a prominent 'S' at the beginning.

October 2, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District met on October 2, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, George Dale Robinson and J F Hall. John Horne, Bruce Smith, Richard Decker, Tom Smith, Diana Clark and Ron Eldridge were also present.

There was a review of the Aged Receivables.

Mr. Smith reported that a counter proposal has been submitted to **Forest Creek** with no response as of yet.

Mr. Smith reported that he has gotten no decision on the **Catnip Hill Tank** complaint motions from PSC.

Diana reported that KAWC had not sent an invoice yet; therefore, a Purchase Water Adjustment could not be figured.

Mr. Smith reported that a monthly finance charge could not be charged on Aged Receivables owed by non-customers unless it is entered into the project contract and then submitted to the PSC for approval. He also reported that the PSC would not approve a finance charge to customers if submitted in a tariff amendment.

Mr. Horne reported that the **Northwest Project** was in review. Mr. Horne recommended that Richard be authorized to obtain the signature on the necessary easements and become a notary to notarize the signatures. A motion to authorize Richard to obtain the signatures was made by Mr. Hall, seconded by Mr. Robinson – approved.

Mr. Horne reported on a grant program which would combine a mapping and leak detection of the District. A motion to authorize Horne Engineering to submit a CDAP application was made by Mr. Robinson, seconded by Mr. Hall – approved.

Mr. Strong reported that he had met with the auditor on the budget review. Several adjustments were made to the 2013 Budget and figures were sent for the 2014 Budget. The **2014 Budget** was presented to the Board for review. A motion to approve the 2014 Budget was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to approve the minutes of the September meeting was made by Mr. Haws, seconded by Mr. Robinson approved.

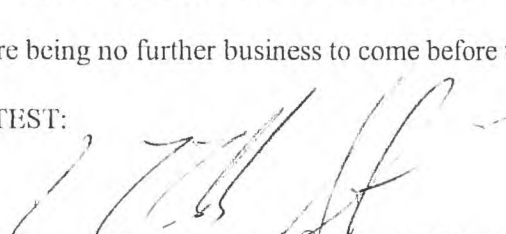
Mr. Smith reported on the “extension of payment terms” for customers as permitted in the KARs and will review a more up-to-date copy and report back to the District.

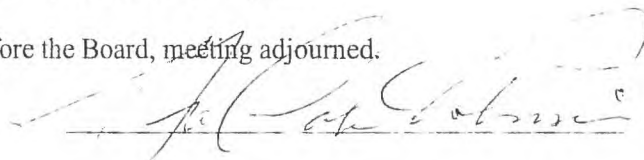
A motion to approve the September bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Haws – approved.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:


Chairman



November 6, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District met on November 6, 2013, with the following Commissioners present: Nick Strong, Jerry Haws, Tom Beall and J F Hall. Bruce Smith, Richard Decker, Diana Clark, Christopher Horne and Ron Eldridge were also present.

There was a review of the Aged Receivables. It was suggested to remove this item from the agenda.

Mr. Smith presented a proposed settlement on **Forest Creek**. After a discussion a motion to authorize the Chairman to sign the agreement was made by Mr. Hall, seconded by Mr. Haws – approved.

Mr. Smith reported that a decision has been made by PSC on the **Catnip Hill Tank** complaint; however, the decision will not be announced until the opinion by PSC is written which expected before Thanksgiving.

Diana reported on the Purchased Water Adjustment to be submitted to PSC due to the rate increase from Ky Am Water. A motion to approve the PWA for an increase of \$.01/1000 gals was made by Mr. Beall, seconded by Mr. Hall – approved. The increase will be effective November 5th.

Diana presented a proposal for a web-based software billing program with Master Meters. A motion to approve the purchase was made by Mr. Haws, seconded by Mr. Beall – approved.

Ron reported on a big leak on the Ichthus property. The leak was repaired.

Mr. Smith reported the conveyance of the Southland Christian Church line was on-going.


A motion to approve the minutes of the October meeting was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to approve the October bills and pre-approval for the contractual payables was made by Mr. Hall, seconded by Mr. Haws - approved.

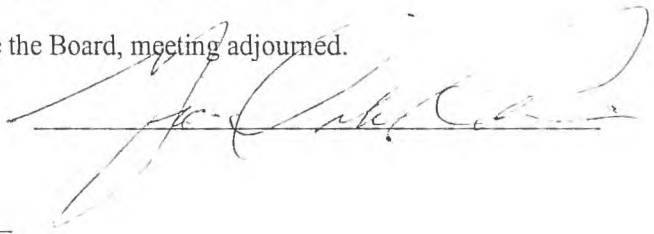
The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

There being no further business to come before the Board, meeting adjourned.

ATTEST:



Chairman



December 4, 2013

The Board of Commissioners of the Jessamine South Elkhorn **Water** District met on December 4, 2013, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, Tom Beall and J F Hall. Bruce Smith, John Horne, Tom Smith, Richard Decker, Diana Clark, Christopher Horne and Ron Eldridge were also present.

Shane New, BGADD, addressed the Board with a proposal to do District Mapping with CDAP Grant funding. A motion to accept the proposal and sign the application was made by Mr. Beall, seconded by Mr. Hall -- approved.

There was a review of the Aged Receivables. It was suggested to remove this item from the agenda.

Mr. Smith reported that the **Forest Creek** settlement agreement is in the process of being signed.

Mr. Smith reported that a decision had not been received from PSC on the **Catnip Hill Tank** complaint.

Mr. Horne reported that the plans for the **Northwest/Dixon** project have been completed and reviewed by the Division of Water. He requested permission to meet with DOW to discuss issues to keep the project within the approved loan amount or amend the loan amount before the project goes to bid.

A motion to elect existing **officers** for 2014 was made by Mr. Robinson, seconded by Mr. Hall -- approved. The officers are: Nick Strong, Chairman; George Dale Robinson, Secretary; J F Hall, Treasurer; Jerry Haws, Vice-Chairman; and Tom Beall, Vice-Secretary.

The January 2014 meeting was rescheduled to Friday, January 3rd.

A motion to approve the minutes of the November meeting was made by Mr. Hall, seconded by Mr. Haws -- approved.

It was suggested to review the interest rates on the current loans.

A motion to approve the November bills and pre-approval for the contractual payables was made by Mr. Robinson, seconded by Mr. Hall -- approved.

Mr. Strong reported that he had been in contact with Tom Calkins, City of Nicholasville, concerning the discussions of water connection to the City.

The Commissioners were given the following reports for review: Income Statement, Balance Sheet, Water Loss Report, Aged Receivables, and contractual payables for pre-approval.

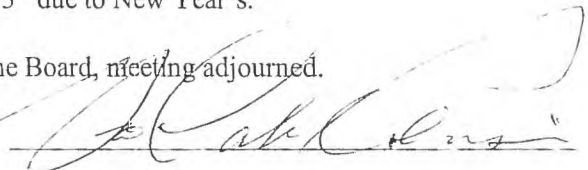
The January meeting was rescheduled to January 3rd due to New Year's.

There being no further business to come before the Board, meeting adjourned.

ATTEST:

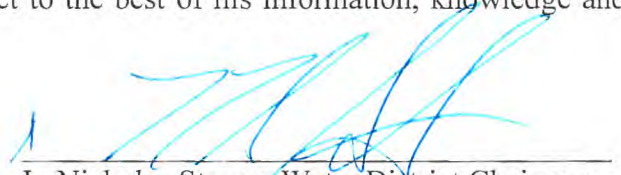


Chairman



VERIFICATION

The undersigned being duly sworn, deposes and says that he has personal knowledge of the matters set forth in the foregoing responses for which he is the identified witness and that the information contained therein is true and correct to the best of his information, knowledge and belief.



L. Nicholas Strong, Water District Chairman

COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE, SCT...

Acknowledged, subscribed and sworn to me, a Notary Public in and before said County and State by L. Nicholas Strong, this the 31 day of October, 2014.

 433464

NOTARY PUBLIC NO.

Respectfully submitted,

Anthony G. Martin, Esq.
P.O. Box 1812
Lexington, KY 40588

and

Bruce E. Smith, Esq.
Henry E. Smith, Esq.
201 South Main Street
Nicholasville, Kentucky 40356



CO-COUNSEL FOR DISTRICT

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Jessamine-South Elkhorn Water District's Supplemental Responses to Forest Hills Residents' Association, Inc.'s First Requests for Information with exhibits was served by first class mail, postage prepaid and by e-mail, this the 12 day of November, 2014, to:

Robert M. Watt, III, Esq.
Monica H. Braun, Esq.
Stoll Keenon Ogden, PLLC
300 West Vine Street, Ste. 2100
Lexington, KY 40507-1801
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gregory.dutton@ag.ky.gov



BRUCE E. SMITH

g:\...\JSEWD\Forest Hills\ 2d Certificate Proceeding\Supp Responses to FH First Set of Req. FINAL