

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION **RECEIVED**

In the Matter of:

OCT 15 2014

PUBLIC SERVICE
COMMISSION

APPLICATION OF JESSAMINE-SOUTH ELKHORN)
WATER DISTRICT FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY TO)
CONSTRUCT AND FINANCE A WATERWORKS)
IMPROVEMENTS PROJECT PURSUANT TO KRS)
278.020 AND 278.300

CASE NO 2012-00084

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

VOLUME 2 of 2

Horne, John

From: Damron, Robert (State Rep.) (LRC) <Robert.Damron@lrc.ky.gov>
Sent: Monday, May 13, 2013 10:39 AM
To: Bruce Smith
Cc: nickocis@aol.com; john@horneeng.com
Subject: Re: Catnip Hill Road Above Ground Water Storage Tank Project - JSEWD

As always glad to be of service.

Bob

Sent from my iPhone

On May 13, 2013, at 10:37 AM, "Bruce Smith" <bsmith@smithlawoffice.net> wrote:

Bob

Thanks for checking. This info will give the Water District some latitude in how it responds to the PSC decision.

As always, we appreciate your help.

Bruce E. Smith

Bruce E. Smith Law Offices, PLLC
201 South Main Street
Nicholasville, KY 40356
Phone: (859) 885-3393
FAX: (859) 885-1152
bruce@smithlawoffice.net

The following warning is required by the IRS whenever tax advice is given. If this email contains no direct or indirect tax advice, the warning is not applicable. As a result of perceived abuses, the Treasury has recently promulgated Regulations for practice before the IRS. These Circular 230 regulations require all attorneys and accountants to provide extensive disclosure when providing certain written tax communications to clients. In order to comply with our obligations under these Regulations, we would like to inform you that since this document does not contain all of such disclosure, you may not rely on any tax advice contained in this document to avoid tax penalties nor may any portion of this document be referred in any marketing or promotional materials.

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From: Damron, Robert (State Rep.) (LRC) [<mailto:Robert.Damron@lrc.ky.gov>]
Sent: Sunday, May 12, 2013 10:56 PM
To: Bruce Smith
Subject: RE: Catnip Hill Road Above Ground Water Storage Tank Project - JSEWD

We have been told by KIA that they will approve a smaller tank as the purpose of the grant. If it is not drawn down by the next session they recommend that we amend the size in the definition of the grant when the project is reauthorized.

Bob

From: Bruce Smith [bsmith@smithlawoffice.net]
Sent: Tuesday, May 07, 2013 11:52 AM
To: Damron, Robert (State Rep.) (LRC)
Subject: Catnip Hill Road Above Ground Water Storage Tank Project - JSEWD

Bob

The PSC recently rejected the District's application to construct the 1,000,000 gallon tank. However, it appears that it might approve construction of a 500,000 gallon tank at the Switzer site off Catnip Hill.

My question is whether or not the state grant of \$1,000,000.00 can be applied to the cost of constructing the smaller tank.

Please advise and thanks for your help.

Bruce E. Smith
Bruce E. Smith Law Offices, PLLC
201 South Main Street
Nicholasville, KY 40356
Phone: (859) 885-3393
FAX: (859) 885-1152
bruce@smithlawoffice.net

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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3336 / Virus Database: 3162/6320 - Release Date: 05/13/13

Horne, John

From: Bruce Smith <bsmith@smithlawoffice.net>
Sent: Thursday, February 27, 2014 11:56 AM
To: Buford, Tom (State Sen.) (LRC)
Cc: 'Damron, Robert (State Rep.) (LRC)'; NickOCIS@aol.com; john@horneeng.com
Subject: RE: Jessamine South Elkhorn Water District - Idle Legislative Line Item Grants
Attachments: Resolution pdf.pdf

Tom

Attached is a Resolution from the District regarding reallocation of grants for a sewer project (which will not be built due to the collapse of the economy (Stonebridge/lchthus), to the water tower project off Catnip Hill Road regarding which a new CPCN will be filed next week.

As you know, the water tower already has a \$1,000,000.00 grant. However, the cost of the entire project will be in the \$2,000,000.00 ballpark and these additional funds are needed.

John Horne's emails follow below for additional background.

As always, the District and I greatly appreciate your assistance in the past and humbly request your help in reallocating these funds.

Bruce E. Smith

Bruce E. Smith Law Offices, PLLC
201 South Main Street
Nicholasville, KY 40356
Phone: (859) 885-3393
FAX: (859) 885-1152
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From: Horne, John [mailto:john@horneeng.com]
Sent: Monday, February 24, 2014 3:30 PM
To: Bruce Smith
Cc: 'Damron, Robert (State Rep.) (LRC)'; Buford, Tom (State Sen.) (LRC)
Subject: FW: Jessamine South Elkhorn Water District - Idle Legislative Line Item Grants

Bruce:

Below is a copy of the email sent to Debbie Milton of KIA regarding the Ichthus projects (SX21113009, SX21113010, & SX21113011) which need to be transferred to the Catnip Tank project (WX21113016). I have again cc'd Bob and Tom for their information.

John G. Horne

Horne Engineering, Inc.
216 S. Main Street
Nicholasville, KY 40356
859-885-9441

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From: Horne, John [<mailto:john@horneeng.com>]
Sent: Tuesday, September 24, 2013 1:27 PM
To: 'Milton, Debby (KIA)'
Cc: 'Damron, Robert (State Rep.) (LRC)'; 'Buford, Tom (State Sen.) (LRC)'; 'Karyn Leverenz'
Subject: RE: Jessamine South Elkhorn Water District - Idle Legislative Line Item Grants

Debby,

Per our discussion, following is a recap of projects, as noted.

[SX21113009, SX21113010, SX21113011](#)

Original plan for these projects was to extend the sanitary sewer from a proposed residential subdivision on adjacent property. Unfortunately, this development floundered and drowned in the 2008 bubble burst. I have spoken with Representative Bob Damron and he concurs that upon recommendation by the Jessamine-South Elkhorn Water District Commissioners that these dollars may be allocated to a comparable sewer project. It is on the October meeting Agenda for the Jessamine-South Elkhorn Water District Commissioners to discuss this matter

[WX21113016](#)

This project was bid in July 10, 2012 and a CPCN applied for at the Public Service Commission. Upon application, a group of adjoining property owners was granted intervention and subsequently in mid-summer, the PSC denied the CPCN. The District has requested a reconsideration hearing by PSC, which has been granted. However, the date and scope of the hearing hasn't been established. The District anticipates that the hearing will establish a tank size which will then be redesigned and rebid.

John G. Horne

Horne Engineering, Inc.
216 S. Main Street
Nicholasville, KY 40356
859-885-9441

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

Sent: Wednesday, September 18, 2013 1:15 PM

To: john@horneeng.com

Cc: Damron, Robert (State Rep.) (LRC); Buford, Tom (State Sen.) (LRC); Karyn Leverenz

Subject: Jessamine South Elkhorn Water District - Idle Legislative Line Item Grants

9-18-13

WRIS	Grant ID	Grant Title	County	Entity	Grant Amount	Balance	HB	Closed
SX21113009	355N-2007	Jessamine-South Elkhorn Water District - Service Connection from Wilmore to Jessamine County EMS Building (HB 557/EN)	Jessamine	Jessamine South Elkhorn Water District	\$110,000.00	\$110,000.00	380	
SX21113010	356N-2007	Jessamine-South Elkhorn Water District - Sewer Service to Centennial Park (HB 557/EN)	Jessamine	Jessamine South Elkhorn Water District	\$180,000.00	\$180,000.00	380	
SX21113011	357N-2007	Jessamine-South Elkhorn Water District - Sewer System Service to Ichthus Area (HB 557/EN)	Jessamine	Jessamine South Elkhorn Water District	\$150,000.00	\$150,000.00	380	
WX21113016	229N-2008	Jessamine South Elkhorn Water District - Catnip Hill Pike 1.0 Mg Elevated Storage Tank (WX21113016)	Jessamine	Jessamine South Elkhorn Water District	\$1,000,000.00	\$895,000.00	608	

John:

Please note that the above legislative line grants have been sitting idle for several years. What is the status of these projects? Thanks.

Debby Milton

Kentucky Infrastructure Authority

1024 Capital Center Dr, Suite 340

Frankfort, KY 40601

502-573-0260, ext 234

502-573-0157 fax

kia.ky.gov

RESOLUTION

WHEREAS, the Jessamine-South Elkhorn Water District ("District") is a Kentucky rural water district formed under KRS Chapter 74 and is authorized to provide sewer service in its territory;

WHEREAS, in 2007 the District was awarded three (3) grants under HB 380 for the expansion of and improvements to its sewer system to meet the demands of a certain proposed development in its territory;

WHEREAS, the aforementioned project was not constructed and will not be constructed in the future due to changes in the economy occurring in 2008;

WHEREAS, the District has an ongoing project to construct an above-ground storage tank in its territory for which additional funds are needed; and

WHEREAS, it would greatly benefit the District's level of service and rates to its customers if the aforementioned grants under HB 38 for the sewer project could be reallocated to the storage tank project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District and the District respectfully requests the Kentucky Legislature to reallocate and reassign those funds awarded to it under HB 380, which are identified as Grant ID 355N-2007 (WRIS-SX21113009), Grant ID 356N-2007 (WRIS SX1113010) and Grant ID 357N-2007 (SX21113011) totaling \$440,000.00, to the Jessamine-South Elkhorn Water District Catnip Hill Pike 1.0 Mg Elevated Storage Tank Project (WX21113016).



CHAIRMAN

7.25.14

DATE

Thacker, Judy

From: Thacker, Judy <judy@horneeng.com>
Sent: Tuesday, April 15, 2014 3:56 PM
To: 'Robert.Damron@lrc.ky.gov'
Subject: Legislative Grant Line Item

FILE COPY

Tracking: Recipient: 'Robert.Damron@lrc.ky.gov'
Read: 4/15/2014 3:57 PM

Rep. Damron:

Since I know you are having a busy day today, I thought I would send a reminder for the information I need to respond to the PSC. I need the 2014 State Budget line item numbers and exact document name for Legislative Grants 229N-2008, and the three that you reallocated (355N-2007, 356N-2007, & 357N-2007)

Thanks so much for your assistance!

Judy Thacker
Horne Engineering, Inc.
216 S. Main Street
Nicholasville, KY 40356
Ph. 859.885.9441
Fax. 859.885.5160

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See attached → HB 235 } Acts Ch 117

Pg 116 of 260

Ln 8 ~~three~~ 19

Reauthored &
Re Sen Bob Damron

Federal Funds	12,757,700	12,753,000
Bond Funds	-0-	2,300,000
Agency Bonds	25,000,000	-0-
TOTAL	37,757,700	15,053,000

(1) **Permitted Use of Funds:** The Bond Funds shall be used to meet the state match requirement for federal funds for the Safe Drinking Water State Revolving Loan Fund program.

003. Jessamine-South Elkhorn Water District - Catnip Hill Pike 1.0 MG Elevated Storage Tank Project (WX21113016) Reauthorization and Reallocation (\$440,000 Bond Funds)

(1) **Reauthorization and Reallocation:** The above project is authorized from a reallocation of the City of Wilmore - Sewer System Service to Ichthus Area project as set forth in 2006 Ky. Acts, ch. 252, Part II, O., Jessamine County, 004. and amended by 2006 Ky. Acts, ch. 251, Section 73., the Jessamine County Fiscal Court - Sewer Project project as set forth in 2006 Ky. Acts, ch. 252, Part II, O., Jessamine County, 007. and amended by 2006 Ky. Acts, ch. 251, Section 74., and the Jessamine County Fiscal Court - Sewer Service to Centennial Park project as set forth in 2006 Ky. Acts, ch. 252, Part II, O., Jessamine County, 008. and amended by 2006 Ky. Acts, ch. 251, Section 75.

004. Harlan County Fiscal Court - Black Mountain Utility District - Greenhill Water Line Rehabilitation Project Reauthorization and Reallocation (\$325,000 Restricted Funds)

(1) **Reauthorization and Reallocation:** The above project is authorized from a reallocation of the Harlan County Fiscal Court - Black Mountain Utility District - Greenhill Water - Woodward Water Project Reauthorization and Reallocation project as set forth in 2012 Ky. Acts, ch. 144, Section 1., Part II, A., 2., 016.

005. Greenup County Fiscal Court - Water Lines Reauthorization and

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

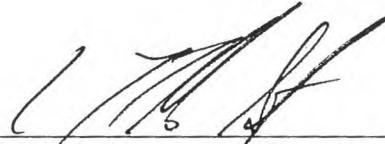
WHEREAS: the Jessamine-South Elkhorn Water District is a public organization, created and operating under the provisions of KRS Chapter 74, and

WHEREAS: the Jessamine-South Elkhorn Water District has under the provision of KRS Chapter 74 and by resolution and ordinances of the Jessamine County Fiscal Court is the public sewer provider for its service territory and other areas of Jessamine County, and

WHEREAS: it is deemed to be in the best public interest and to best help protect the public's health and welfare for the Jessamine-South Elkhorn Water District to install, construct and maintain public sewer systems by utilization of public funds for the following designated project:

SX 21113009
Grant ID: 355N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
Jessamine County EMS Building

NOW THEREFORE, BE IT RESOLVED: that the Jessamine-South Elkhorn Water District Board of Commissioners authorizes the Chairman to execute a contract with Horne Engineering, Inc. to act in the capacity of PROJECT ADMINISTRATOR for the aforementioned project, and further for the Chairman to execute all documents, including request for payment, as required by the Kentucky Infrastructure Authority, or other funding Agencies of the project.



L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

 Diana Clark

Motion made by, Jerry Haws, seconded by George D Robinson,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

August 10, 2010

Nick Strong, Chairman
Jessamine South Elkhorn Water District
3520 Keene Road
Nicholasville, KY 40356

Re: Professional Service Agreement
Kentucky Infrastructure Authority
SX 21113009
Grant ID: 355N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
Jessamine County EMS Building

Dear Mr. Strong:

This is a Professional Service Agreement between Jessamine-South Elkhorn Water District, (hereinafter referred to as "JSEWD") and Horne Engineering, Inc. (hereinafter referred to as HEI), whereas HEI shall act on behalf of JSEWD as PROJECT ADMINISTRATOR for the above referenced PROJECT, under the requirement of the Kentucky Infrastructure Authority, (hereinafter referred to as KIA).

Both parties mutually agree that the services provided by HEI are professional in nature and as such, are not required for advertisement or bidding as exempted under KRS 424.260(1). JSEWD agrees to pay HEI the sum of \$5,500, based on periodic invoices to be billed at the following percentage of completion of the hereinafter phases.

20% Bid Opening
50% Half Point of Construction
90% Punch List Inspection
100% Project Completion

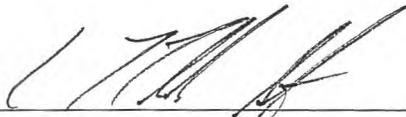
All invoices are due, net 30-days. It is understood that monies paid shall be reimbursed by KIA.

It is mutually understood that either party may terminate this agreement at any time upon thirty (30) day written notice to the other party. In the event of termination, JSEWD shall pay HEI for any unbilled services based on the percentage of completion as of the date of notice. Either party to this agreement, or KIA, may propose amendments to this agreement should the need arise, in which case, the mutually agreed amendment shall be reduced to writing and executed by all concerned parties.

This Agreement shall be in force beginning the last date of signatory and shall remain in force and effect until completion, unless it is otherwise terminated or amended.

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

By: _____

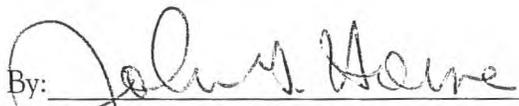

L. Nicholas Strong, Chairman

Date: _____

8-11-10

HORNE ENGINEERING, INC.

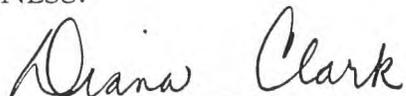
By: _____


John G. Horne, President

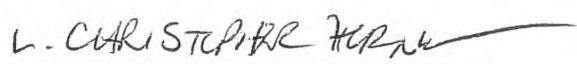
Date: _____

8-11-10

WITNESS:



WITNESS:



KENTUCKY INFRASTRUCTURE AUTHORITY

2006 GENERAL ASSEMBLY
HOUSE BILL 380

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113009
GRANT ID #: 355N-2007
GRANT AMOUNT: \$110,000
GRANTEE: Jessamine-South Elkhorn Water District
DATE OF AGREEMENT: 9-3-08

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, Sept 3, 2008, 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, the 2006 General Assembly included in the Commonwealth's 2006-2008 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 2006-2008 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:

SECTION 1 – DEFINITIONS

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 2006 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 2006-2008 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 \$110,000 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.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (Administrative Fee on Infrastructure for Economic Development Fund Projects), the Grantee agrees to pay to the Authority an administrative fee equal to ½ 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.

SECTION 8 - MISCELLANEOUS PROVISIONS

- 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

H. 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

ATTEST

By: _____

By: _____

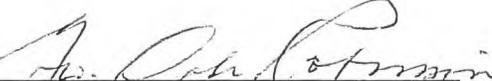
Title: Executive Director

Title: Secretary

Jessamine-South Elkhorn Water District

ATTEST

By: 

By: 

Title: Chairman

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

SX21113009

GRANT ID # 355N-2007

Jessamine-South Elkhorn Water District

KENTUCKY WASTEWATER PROJECT PROFILE

Areas indicated with (*) are required fields.

1. * Project Title (use title which will be identifiable by local community):

Jessamine/Wilmore EMS Building Sewer

2. * Project Description:

Provide a brief narrative denoting if project relates to source, distribution, treatment, storage

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road to serve Jessamine County-City of Wilmore EMS Building which houses a City of Wilmore fire truck and a responder squad and ambulances of the Emergency Medical Services.

* Project Descriptor: Extend sewer service to Jessamine/Wilmore EMS Building

* WRIS Project Number (PNUM): SX21113009

This number is assigned by an ADD through the respective Area Water Management Planning Council once the project profile by the Council. This number ties each project to mapped/spatial information in the Water Resource Information System (WRIS) profiles without this number AND the required corresponding mapped/spatial information will NOT be accepted.

* Project County: Jessamine

* Is it a multi-county project: Yes No

* Project Submitted By: Bluegrass

* If wastewater project, KPDES#(s):

Available:

- KY0002801
- KY0020001
- KY0020010
- KY0020036
- KY0020044
- KY0020061
- KY0020079
- KY0020087
- KY0020095
- KY0020117

Include >

< Remove

Selected:

None Selected..

* If wastewater collection project, KIMOP#(s)

Available:

Selected:

- KYP000015 ▲
- KYP000032
- KYP000034
- KYP000035
- KYP000036
- KYP000037
- KYP000038
- KYP000039
- KYP000040
- KYP000041 ▼

Include >

< Remove

NEW

OR (at least one req)

3. Legal Applicant

* Legal Applicant: Jessamine South Elkhorn Water D

Wastewater Utility which will own proposed improvements:
(if different from Legal Applicant)

* Organizational Structure: Water District

Authorized Official Information

* First Name: L. Nicholas * Last Name: Strong M.I.:

* Title: Chairmain

* Street Address Line 1: 107 South Main Street

Street Address Line 2:

* P.O. Box: 731

* City: Nicholasville * State: KY * Zip: 40356

* County: Jessamine

* Telephone: (859) 881-0589 Ext:

Fax: 859-8815080

Email:

Contact Person Information

* First Name: John * Last Name: Horne M.I.: G

* Title: Consulting Engineer

* Street Address Line 1: 216 South Main Street

Street Address Line 2:

* P.O. Box: n/a

* City: Nicholasville

* State: KY

* Zip: 40356

* County: Jessamine

* Telephone: 859-885-9441 Ext:

Fax: 859-885-5160

Email: john@horneeng.com

Project Administrator Information

* First Name: Glenn * Last Name: Smith M.I.: T

Title: Manager, JSEWD

Street Address Line 1: 107 South Main Street

Street Address Line 2:

P.O. Box: 731

City: Nicholasville

State: KY

Zip: 40356

County: Jessamine

* Telephone: 859-881-0589 Ext:

Fax: 859-881-5080

Email:

Consulting Engineer Information

* First Name: John * Last Name: Horne M.I.: G

Firm: Horne Engineering

Street Address Line 1: 216 South Main Street

Street Address Line 2:

P.O. Box: n/a

City: Nicholasville

State: KY

Zip: 40356

County: Jessamine

* Telephone: 859-885-9441 Ext:

Fax: 859-885-5160

Email: john@horneeng.com

4.* Project Type (atleast one required/check all that apply):

- Facilities Planning
- Sewer System Evaluation Survey Report
- Design
- Construction
- Management

5. Project Alternatives: Please list a minimum of three:

a.* Septic tank

b.* Holding tank

c.* Not construct the building and provide emergency services.

6. Special Impact(s) of Proposed Wastewater Project:

a.* New service/improve service to unserved underserved households

b. Number of new jobs: Number of retained jobs:

c. Other beneficial technical, managerial, fiscal impacts: (20 words or less)

This sewer may allow the emergency building to be constructed and with the inclusion of the medical emergency and fire responses will help improve the safety and well being of persons in the vicinity.

d.* Does proposed activity relate to public health protection emergency: Yes No

e.* Does project involve regionalization: Yes No

f. Number of systems affected/involved:

7.* Median Household Income of Service Area:

\$

8.* Project Start Schedule:

Years 0-2 Years 3-10 Years 11-20

9. Estimated Funding Sources:

* Estimated Local Funding Amount \$

* Estimated Other Funding Amount (all sources) \$

Total Estimated Project Cost \$

10. Project Data - Wastewater (complete all items which apply to this discrete project)

a.* Is project related to modifications to treatment plant? Yes No

b.* Is project related to new collector sewer construction? Yes No

Total linear feet

c.* Is project related to new interceptor sewer construction? Yes No

d.* Is project related to sewer rehab? Yes No

e. Number of lift stations required

f. Management (describe)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering and legal services are provided by contract.

g.* Does your agency currently provide sewer service Yes No

TABLE 1: COST

Category						
Secondary Treatment	Advanced Treatment	I/I Removal	Sewer Rehab	Collector Sewers	Interceptor Sewers	Combine Sewer Overf
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="110000"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

Should be equal to Estimated Project Cost (q. 9)

Estimated Project Cost: \$
 Allocated: \$
 Remaining Funds: \$

TABLE 2: NEEDS
Public Health Concerns
as a results of this Project

Number of Raw Sewage Discharges Eliminated	Number of Failing Septic Systems Eliminated	Septic Systems to be Eliminated	Total No. of WWTPs to be Eliminated	De El
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="1"/>	

KPDES No.	Name of Plant Eliminated	Average Design Flow (MGD)
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>

		0
--	--	---

* Date Project was approved by the Area Water Management Planning Council: 04/21/2006

KENTUCKY INFRASTRUCTURE AUTHORITY

ject Budget: HB 380
SX21113009
Jessamine-South Elkhorn Water District
GRANT ID# 355N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
	Total	

Funding Sources		Amount	Date Committed
1			
2			
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

9-3-08

Date



EXHIBIT 2

RESOLUTION
SX21113009

GRANT ID # 355N-2007

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 2006-2008 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 _____ of the _____ 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 Nick 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 Sept 3, 2008.

Jessamine-South Elkhorn Water District, (Grantee)

L. T. H. H., (Representative)

Title Chairman

CERTIFICATE

SX21113009

Jessamine-South Elkhorn Water District

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Jess So Elkhorn Water Dist; 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 Sept 3, 2008; 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 3 day of Sept, 2008.


Secretary/Clerk/Recording Officer

EXHIBIT 3

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

Please attach the Schedule(s) of Rates and Charges

SX21113009

GRANT ID # 355N-2007

Jessamine-South Elkhorn Water District

JSEWD - RATES
(EFFECTIVE JULY 5, 2008)

5/8" Meter - Connection Fee \$850.00

First 2,000 gallons	\$ 22.74	Minimum Bill	=	\$ 22.74
Next 2,000 gallons	5.72 per 1,000 gals		=	11.44
Next 2,000 gallons	5.62 per 1,000 gals		=	11.24
Next 10,000 gallons	5.52 per 1,000 gals		=	55.20
Next 8,000 gallons	5.42 per 1,000 gals		=	43.36
Over 24,000 gallons	5.32 per 1,000 gals		=	

1" Meter - Connection Fee \$1050.00

First 10,000 gallons	\$ 67.50	Minimum Bill	=	\$ 67.50
Next 6,000 gallons	5.52 per 1,000 gals		=	33.12
Next 8,000 gallons	5.42 per 1,000 gals		=	43.36
Over 24,000 gallons	5.32 per 1,000 gals		=	

2" Meter

First 24,000 gallons	\$ 143.98	Minimum Bill	=	\$ 143.98
Over 24,000 gallons	5.32 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

EXHIBIT 4

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113009

GRANT ID # 355N-2007

Jessamine-South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
Jessamine-South Elkhorn Water District
SX21113009
GRANT ID# 355N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
	Total	

Funding Sources		Amount	Date Committed
1			
2			
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

[Handwritten Signature]
 Signature

Chairman
 Title

9-3-08
 Date

EXHIBIT 5

CERTIFICATE OF COMPLETION

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

SX21113009

GRANT ID # 355N-2007

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: _____

ATTACHMENT A

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction _____
- 2 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 _____
- 3 Exhibit 5 - Fully executed Certificate of Completion _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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

ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113009
GRANT ID#: 355N-2007
Jessamine-South Elkhorn Water District

Grantee Information:

Water Utility:
Address: P.O. Box 731
City: Nicholasville State: Ky Zip: 40340
Telephone: 859/881-0589 Contact: Diana Clark, Office Manager
E-mail address: jessamine south@windstream.net
Federal I.D. #: [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit / ABA No.: [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 9-5-08
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

ATTACHMENT C

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 \$110,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$110,000,000 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 _____
 DATE 9-3-08 DATE _____

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

REQUIRED EXHIBITS – CHECKLIST

STEP 1, Before Project is Bid:

1. Executed Grant Assistance Agreement _____
2. Assignment & Assumption Agreement or Interlocal Agreement (if applicable) _____
3. Exhibit 1 - Project Profile and Estimated Project Budget _____
4. Exhibit 2 - Resolution _____
5. Exhibit 3 - Opinion of Legal Counsel re Agreement Execution _____
6. Exhibit 4 - Statement of Agreement re KUSOA & Cost-based Rates _____
7. Schedule of Current (and proposed if applicable) Rates and Charges _____
8. State Applicator Identifier # (SAI) assigned to project prior to Clearinghouse Endorsement _____
9. Exhibit 6 - Application for Electronic Transfer of Funds _____

STEP 2, After Project is Bid:

1. Exhibit 1 - Revised Project Budget based on Project Bids _____
2. Exhibit 5 - Opinion of Legal Counsel re Agreement Obligations _____
3. Exhibit 7 – Additional Covenants and Agreements (if applicable) _____
4. Other Funding Commitment (if applicable) _____
5. Exhibit 10 - To be included in Engineering Contract _____
6. Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

1. 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) to be submitted within 3 months of initiation of construction _____
2. 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 _____
3. Exhibit 9 - Fully executed Certificate of Completion _____

PROCEDURES FOR SUBMITTING THE GRANT ASSISTANCE AGREEMENT

Please submit to KIA a signed Grant Application Package complete with all Exhibits required for Step 1, Before Project is Bid. Completion of Step 1 requirements means that the project can be processed for submission to the Capital Projects and Bond Oversight Committee (CPBOC), and the grantee is then eligible to draw a portion of any funds budgeted for planning and design. Remaining funds would not be released until all the Exhibits for Step 2, After Project is Bid, have been submitted. A **Required Exhibits Checklist** is attached, clearly indicating the documents that we are asking you to assemble. Processing cannot move forward unless the information is received in its entirety.

KIA will not commit to process documents that are received after the cut off date of **one month prior to the scheduled date of the committee meeting.**

The CPBOC normally meets on the third Tuesday of each month. The Legislative Research Commission requires KIA to submit projects for review two weeks and one day before the meeting date. In order for our staff to verify information and properly perform the required review and executive summary, we need at least two weeks (ten working days) to complete the review and prepare the project for presentation to the Committee. Should an unusually large number of projects be received for one particular meeting date, it may not be possible to review all of them by the deadline.

As an example, assuming that the October meeting takes place on the third Tuesday of the month, the scheduled date of the meeting will be October 17. All those wishing to have projects presented for review at the meeting must submit the completed Assistance Agreement Packet one month prior to that date, by September 17. That will allow the two weeks that our staff needs to complete preparation to submit the project to the committee staff by the deadline set for us, Monday, October 2.

Please be aware that when the General Assembly is in session, committee meetings may not always be held on their regularly scheduled dates. In order to verify the date of an upcoming meeting, you may access the Capital Projects and Bond Oversight Committee's Web site at:
<http://www.lrc.ky.gov/Statcomm/CPBOC/homepage.htm>.

These procedures are intended to streamline and improve KIA's quality of service. If you have questions regarding the policies or how they might affect your projects, please contact KIA staff at 502-573-0260.

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



Bluegrass Area Development District

Water & Wastewater Preliminary Project Profile

Instructions: Please complete and return by fax to the Bluegrass ADD, (attn. Don Hassall or Matt Belcher); (859) 269-7917. You may also return by mail to the address below:

**Bluegrass ADD
Attn. Don Hassall/Matt Belcher
699 Perimeter Drive
Lexington, Kentucky 40517**

Please include a map (both in hard copy and digital form) with this preliminary profile. You may e-mail your digital map to Matt Belcher at mbelcher@bgadd.org or Jeff Levy at jeffl@bgadd.org. Note that no project profile will be processed without a map.

Please print or type. For more space, use additional sheets.

Proposed Project Information

SX 21113009

1. Project Title (please use a title which will be identifiable by your local community).

Jessamine / Wilmore EMS Building Sewer

2. Project Description (please provide a brief narrative denoting if the project relates to source, distribution, treatment, storage, or other). (100-word limit)

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to east of Harrodsburg Road, to serve the Jessamine County – City of Wilmore EMS Building which houses a City of Wilmore fire truck and a responder squad and ambulances of the Emergency Medical Services.

3. Project Descriptor (please provide a short sentence summarizing the project, for report purposes).

Extend sewer service to Jessamine / Wilmore EMS Building

4. Is this project a multi-county project? _____ Yes No

5. Project County (if project is taking place in multiple counties, please say so and indicate, by listing first, the county you want the project reported under).

N/A

6. (For wastewater projects only). What is your KPDES #? If project will establish a new KPDES #, write NEW.

NEW

7. (For wastewater collection projects only). What is your KIMOP #? If project will establish a new KIMOP, write NEW.

N/A

8. Legal Applicant (please indicate who is actually applying for the project).

Jessamine South Elkhorn Water District

9. Water or Wastewater Utility that will own the proposed project or improvements (if different than Legal Applicant).

10. Organizational Structure of the applying entity (Check **ONE** of the following)

<input type="checkbox"/> Municipality	<input type="checkbox"/> Private, not for profit	<input type="checkbox"/> Federal
<input checked="" type="checkbox"/> Water District	<input type="checkbox"/> Private, for profit	<input type="checkbox"/> Area Development District
<input type="checkbox"/> Sanitation District	<input type="checkbox"/> State	

Personnel & Contact Information

11. Authorized Official Information

Full Name: L. Nicholas Strong
Title: Chairman – Jessamine South Elkhorn Water District
Street Address: 107 S. Main Street

P.O. Box: 731
City: Nicholasville State: KY Zip 40356
County: Jessamine
Telephone: (859) 881-0589 Ext. _____
Fax: (859) 881-5080
E-mail: _____

12. Contact Person Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**
P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

13. Project Administrator Information

Full Name: **Glenn T. Smith**
Title: **Manager - Jessamine South Elkhorn Water District**
Street Address **107 S. Main Street**
P.O. Box: **731**
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 881-0589** Ext. _____
Fax: **(859) 881-5080**
E-mail: _____

14. Consulting Engineer Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**
P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

Project Specifics & Financial Planning

15. Project Type (at least ONE required, but check ALL that apply)

- Planning
 Facilities Planning
 Sewer System Evaluation Survey Report
 Management
 Construction

X Design

 Other (please describe below)

16. Project Alternatives; for example, what could be done to correct the problem if this project was not done? (Please list a minimum of three).

Alternative A

Septic Tank

Alternative B

Holding Tank

Alternative C

Not construct the building and provide emergency services

17. Special impact(s) of proposed project:

a. New service/improve service to currently 100 Unserved
and/or 2000 underserved households

b. Number of new jobs created: 0 and/or number of retained jobs: 15

c. Other beneficial technical, managerial, fiscal impacts: (50-word limit)

This sewer may allow the emergency building to be constructed and with the inclusion of the medical emergency and fire responses will help improve the safety and well being of persons in the vicinity.

a. Does the proposed project relate to public health protection emergency? X Yes No

b. Does the proposed project involve regionalization? X Yes No

c. Number of utility systems affected/involved: Two

18. Median Household Income of Service Area 40,096 (You may use data provided below).

Median household income (Source: Kentucky Data Center).

USA	\$41,994	Garrard	\$34,284
KY	\$33,672	Harrison	\$36,210
Regional	\$37,817	Jessamine	\$40,096
Anderson	\$45,433	Lincoln	\$26,542
Bourbon	\$35,038	Madison	\$32,861
Boyle	\$35,241	Mercer	\$35,555
Clark	\$39,946	Nicholas	\$29,886
Estill	\$23,318	Powell	\$25,515
Fayette	\$39,813	Scott	\$47,081
Franklin	\$40,011	Woodford	\$49,491

19. Project Start Schedule: Years 0-2 Years 3-10 Years 11-20

20. Estimated Funding Sources:

- a. Estimated Local Funding Amount \$ 0
- b. Estimated Funding Amount Requested from KIA \$110,000
- c. Estimated Other Funding Amount (all other sources) \$ 0

21. Total Estimated Project Cost \$110,000

22. Project Data—**Wastewater** projects **ONLY**. If not wastewater, skip to question 23.
(Complete all items that apply to your particular project).

- a. Is this project related to modifications to a treatment plant? Yes No
If yes, the current treatment capacity is _____ mgd, current treatment volume is _____ mgd, and the treatment design capacity after the project will be _____ mgd.
- b. Is this project related to new collector sewer construction? Yes No
If yes, total linear feet 2,000
- c. Is this project related to new interceptor sewer construction? Yes No
If yes, total linear feet _____
- d. Is this project related to sewer rehabilitation? Yes No
If yes, total linear feet _____
- e. Number of lift stations required Zero

f. Please describe the management of the wastewater utility. (50-word limit)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering and legal services are provided by contract

g. Does your agency currently provide sewer service? _____ Yes No
 If yes, please describe _____

h. Cost estimates

Category	Cost
Secondary Treatment	N/A
Advanced Treatment	N/A
I/I Removal	N/A
Sewer Rehab	N/A
Collector Sewers	\$110,000
Interceptor Sewers	N/A
Combined Sewer Overflows	N/A
NPS Urban	N/A
Estimated Project Cost	\$110,000
Allocated	-0-
Remaining Funds	\$110,000

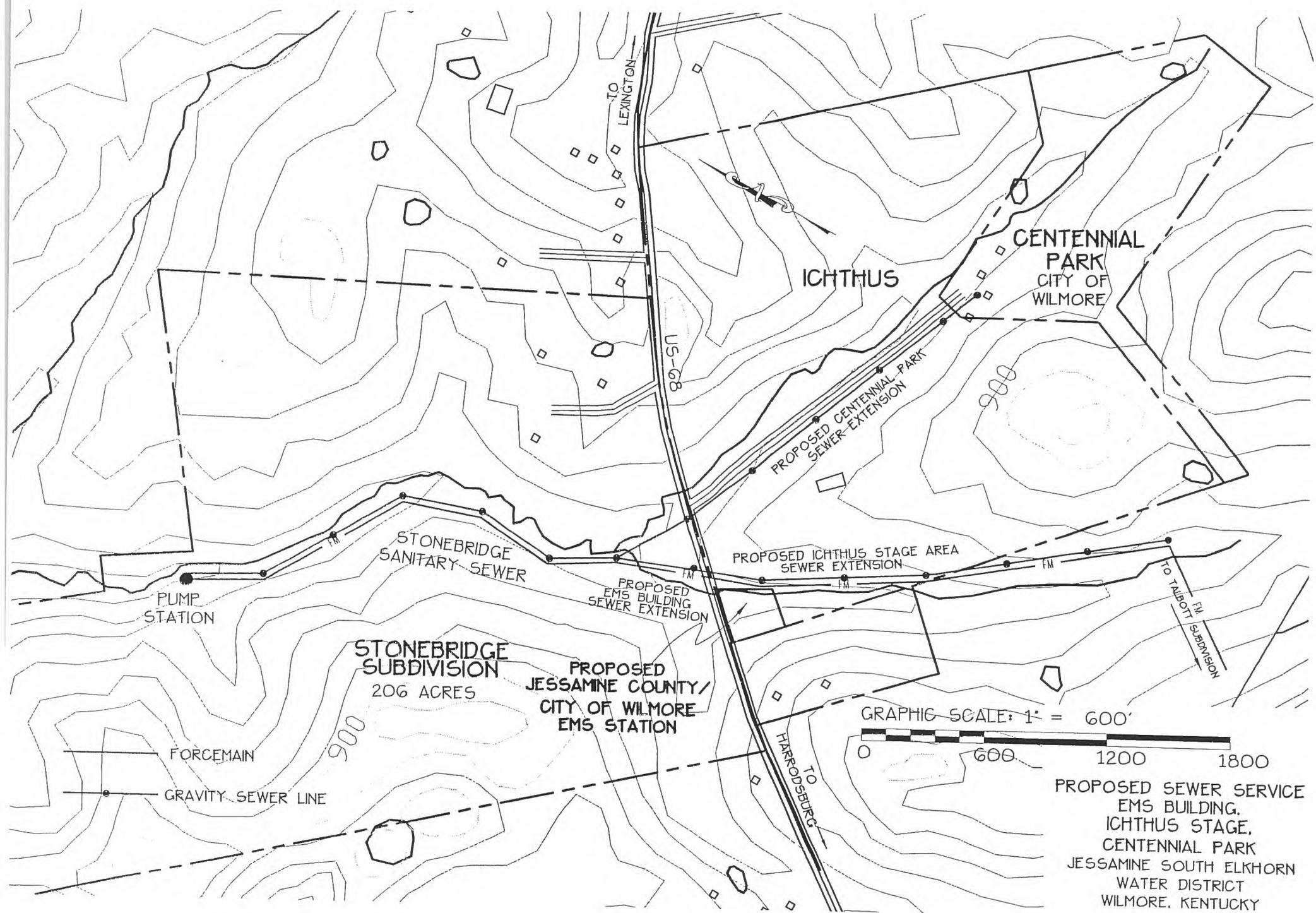
i. Sewer needs assessment

Number of raw sewage dischargers eliminated	0
Number of septic systems eliminated	0
Total number of wastewater treatment plants to be eliminated	0
Total average design flow from eliminated wastewater treatment plants (mgd)	0

Name of wastewater treatment plants eliminated	KPDES No.	Average design flow
N/A		mgd
		mgd
		mgd
		mgd

k. Other important information pertaining to the proposed project. (30-word limit)

This proposed extension will not only serve the needs of the Emergency Medical Service and the City of Wilmore Fire Department facility, but will provide future sewer service to the area.



PROPOSED SEWER SERVICE
EMS BUILDING,
ICHTHUS STAGE,
CENTENNIAL PARK
JESSAMINE SOUTH ELKHORN
WATER DISTRICT
WILMORE, KENTUCKY

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

MEMORANDUM

To: Board of Commissioners
Jessamine South Elkhorn Water District

From: John G. Horne PE, PLS 
Consulting Engineer

Date: May 2, 2006

Subject: Sanitary Sewer Service North Wilmore Area, Jessamine South Elkhorn Water District

Attached is a copy of a letter of response from Mr. Alan A. Bryan, PE, Project Manager, GRW Engineers, Inc., pertaining to the sewer study of the Stonebridge/ Ichthus area which this firm completed. Although Mr. Bryan discusses several points regarding the planning and future growth within this study area, I believe his conclusions are adequately stated in the concluding paragraph, which concludes that the system as proposed would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore park, and the EMS Station.

He does recommend, and we do concur, that odor control should be utilized with this pump station. I believe that it will continually be our position that any pump station owned and operated by the District should require odor control. For that reason, you may wish to consider adoption of a policy requiring same for all future pump stations.

JGH/jt
enc.

cc: Glenn T. Smith
Tugger, LLC
Bruce E. Smith
Engr/3713
Engr/3601
Corr.



801 Corporate Drive
Lexington, KY 40503
Tel 859 / 223-3999
Fax 859 / 223-8917

GRW Engineers, Inc.

Engineering
Architecture
Planning
GIS
Aviation Consultants

Arlington, TN
Cincinnati, OH
Indianapolis, IN
Knoxville, TN
Louisville, KY
Nashville, TN

April 20, 2006

COPY

Mr. David J. Carlstedt
Utilities Superintendent
City of Wilmore
335 East Main Street
Wilmore, KY 40390

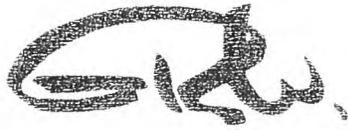
Re: North Wilmore Area
Sanitary Sewer Study
City of Wilmore
GRW Project No. 1221-46

Dear Mr. Carlstedt:

At your request I have reviewed the sanitary sewer study for the North Wilmore area as prepared by Horne Engineering, Inc. The design suggests that the Stonebridge development and Ichthus property (including the City of Wilmore's Park and the EMS Station) could be served by a 220 gpm pump station with a 6-inch force main that is approximately 6,680 liner feet long. The area of concern with this is that the sewage generated would have a long resident time in the wet well and the force main, resulting in possible odor problems at the discharge point near the end of Kinlaw Drive. Some of the reasons for the long resident time of the sewage are due to the regulatory agencies requirements for conservative capacity designs. These design requirements cannot be avoided. However a solution to the concern for odor control is the addition of chemicals at the pump station wet well. Different types of chemicals can be used to reduce, sequester or oxidize many odor causing compounds. I would recommend that a chemical like Bioxide be utilized to aid in the odor control of the force main discharge.

The current study's design calls for a 6-inch force main, which would have a capacity of approximately 9,800 gallons. A 220 gpm pump would have to run for 45 minutes to move the sewage from the wet well to the discharge point. At this time the study's design indicates that the pump run time would be 1.71 minutes. This would take 27 starts of the pumps to get the sewage all the way through the force main. The questionable part in the operation of the pump station, as is with any pump station, how long does it take for the sewage to fill the wet well before the pumps come on? How long will it take for the pump to have 27 starts? There are many factors that contribute to the inflow rate of the wet well. Factors like the time of day that water is used by the customers or how many months before enough of the units are built to meet the design flow rates. These are all questionable factors that affect long resident times of sewage in a wet well.

The other area of concern is designing the pump station to handle all of the future flows for the study areas entire drainage basin. The pump station itself probably should be cast in modular, rectangular units with knock outs in the wet well basin to accommodate expansion with the growth of the study area.



Mr. Dave Carlstedt
Page 2
April 20, 2006

The problem areas that I have concerns with are the ultimate flow rate, the future sizing of the force main, and the current limitations of the existing sewer system at the discharge point near Kinlaw Drive. In the sewer study, it indicates that the fully developed watershed's average flow rate would be 346 gpm. A peaking factor of approximately 3.9 would be used to size the pumps resulting in 1350 gpm. This would require the maximum capacity of the 6-inch force main and an additional 10-inch force main to handle all of the flow. These concerns are overshadowed by the capacity limitations in the existing sewer system. The existing sewer system at the connection point (Kinlaw Drive) is a network of 8-inch gravity lines that eventually work their way down to a 12-inch main near Bellvue Avenue. An 8-inch gravity sewer main laid at minimum slope can handle 340 gpm (at 75% full) and a 12-inch gravity sewer main laid at minimum slope can handle 1,000 gpm (at 75% full). Further study of the existing system would need to be done to identify the actual limitations. Also discharging into this existing 8-inch system is the Wesley Village pump station and the Talbott subdivision pump station. This leads me to believe that the proposed pump station in the study designed at 220 gpm is the maximum that can be put into the existing system. Any increases in the discharge flow rates would require some upgrading of the existing system to accommodate the estimated flows. It is possible that the future force main addition would have to be routed to another area of the system for discharge.

In short, I believe that a 220 gpm pump station would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore's Park, and the EMS Station. The station should be designed to accommodate the addition of a chemical to treat the odor problems that would be experienced at the discharge point in the existing system. Also, the pump station wet well should utilize a modular construction in order to easily be expanded as the drainage area grows.

If you should have any questions please give me a call.

Very truly yours,


Alan A. Bryan, P.E.
Project Manager



KENTUCKY INFRASTRUCTURE AUTHORITY

Ernie Fletcher
Governor

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

Jody E. Hughes
Executive Director

June 19, 2006

Ms. Diana Clark
107 South Main Street
Nicholasville, KY 40356

RE: Jessamine-South Elkhorn Water District - Service Connection from Wilmore to Jessamine County EMS Building (HB 557/EN)
Grant Award in the amount of \$110,000

Dear Ms. Clark:

Congratulations on the grant you received from Governor Ernie Fletcher and the General Assembly of the Commonwealth of Kentucky awarded during the 2006 Legislative Session of the General Assembly. The Kentucky Infrastructure Authority (KIA) is pleased to have been designated as the agency for administration of these infrastructure project grants.

Bonds to support these grant funds cannot be sold until after January 1, 2007. Once grant funds are available, no funds can be released until your project meets all grant requirements, is reviewed by Capital Projects and Bond Oversight Committee and has a fully executed grant assistance agreement. Detailed project requirements are outlined in the grant assistance agreement and will be provided to your project administrator.

Please designate your project administrator on Exhibit 1. The project administrator will work with KIA and be responsible for completion of all of the grant documentation and requirements. Your project administrator will be responsible for coordinating proper procurement of all necessary contracts and for completing all requirements of the grant. Please be assured that you will be copied on all essential correspondence and consulted on all decisions regarding your grant.

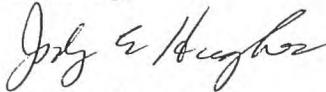
Your grant funds must be used for the project as identified in the 2006-2008 Biennial Budget of the Commonwealth and as listed above. If your grant award is not linked to a project profile with a WX or SX number, it is critical that you work with your Area Water Management Council through your Area Development District to get a project number designated. Grant assistance agreements will not be forwarded to the project administrator until we receive your project's SX or WX number as identified in **Exhibit 2.**

Page 2
June 19, 2006

Please fill out the attached Exhibits and return to KIA no later than December 31, 2006. Once we receive your designation for project administrator, we will contact that person regarding the next step in completing requirements for receipt of your grant funds.

Again, we are pleased to be a part of this important effort to improve infrastructure for citizens throughout the Commonwealth. We pledge our full cooperation and look forward to working with you and your project administrator in the coming months.

Sincerely,



Jody E. Hughes
Executive Director

Attachments

c: Anthony Statton, Chair, Area Water Management Planning Council, Bluegrass ADD
Don Hassall, Water Service Coordinator, Bluegrass

Jessamine-South Elkhorn Water District - Service Connection from Wilmore to Jessamine County EMS
Building (HB 557/EN)
\$110,000

EXHIBIT 1

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT ADMINISTRATOR

(Please print or type)

Name: Diana Clark
Company or Organization: Jessamine South Elkhorn Water District
Address: 107 S. Main St, Nicholasville, Ky 40356
P.O. Box: P.O. Box 731
City/State/Zip: Nicholasville, Ky 40340
Phone (include area code): 859/881-0589
Fax (include area code): 859/881-5080
E-mail (please print large): jessamine south@alltel.net
WX/SX NUMBER: SX 2111 3009

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

Jessamine-South Elkhorn Water District - Service Connection from Wilmore to Jessamine County EMS
Building (HB 557/EN)
\$110,000

EXHIBIT 2

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT NUMBER

(Please print or type)

Please check the correct box and fill in the appropriate information:

My grant award will be used for one project. The WX or SX number is listed below.

WX/SX NUMBER: SX 21113009

My grant award will be used for one project. The WX or SX number has not yet been identified. The project administrator will be responsible for submitting this information to KIA after coordinating with the Area Water Management Council.

My grant award will be used for more than one project. The WX or SX numbers are listed below.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

My grant award will be used for more than one project. If any WX or SX number(s) have been identified, they are listed below. The WX or SX number(s) that have not yet been identified will be provided to KIA by the project administrator after coordinating with the Area Water Management Council.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

WX/SX NUMBER: _____ Grant \$ Allocated: _____

Remaining Grant Unallocated to Project(s): _____

Other: _____

JESSAMINE-SOUTH ELKHORN
WATER DISTRICT

May 2, 2007

Jessamine County Health Department
215 East Maple Street
Nicholasville, KY 40356

Re: EMS/FIRE Department Facility
US 68 at Ichthus Property

TO WHOM IT MAY CONCERN:

The Board of Commissioners of the Jessamine-South Elkhorn Water District will provide sanitary sewer service to the aforementioned EMS/FIRE facility within two (2) years of the date of this letter conditioned upon the Stonebridge Subdivision being approved and developed, including the construction of a pump station and force main to the trunk main located at US 68.

Sincerely,



L. Nicholas Strong
CHAIRMAN

g:\...JSEWD\Stonebridge\JCHD ltr 4307



Read Message

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[Previous](#) [Next](#) **Back to:** Inbox

From: "Bruce E. Smith" <BSmith@MISLaw.com>
Date: 2007/04/17 Tue AM 09:46:52 EDT
To: "Diana Clark" <jessaminesouth@windstream.net>, <NickOCIS@aol.com>, <John@HomeEng.com>
Subject: RE: letter of intent

Has the Board authorized this commitment? Lastly, What guarantee do we have that Stonebridge will be completed in that period of time, if at all? I am assuming that providing service to the EMS building is dependent upon that developer constructing the infrastructure?

?

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

From: Diana Clark [mailto:jessaminesouth@windstream.net]
Sent: Tuesday, April 17, 2007 9:03 AM
To: NickOCIS@aol.com; John@HomeEng.com; Bruce E. Smith
Subject: letter of intent

Judge's office needs a Letter of Intent for the EMS building at Ichthus saying we will serve them with sewers within the next 2 years. Thanks, Diana

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Dowe

Minutes
May 2, 2007
Page 2

A motion to adopt a Tap Fee of \$630 for trailers in the **N J Sewer** Project was made by Mr. Haws, seconded by Mr. Hall – approved. This amount will be included in the project contract.

Mr. Horne reported that LFUCG would be responsible for the pump station – Area 4, **Ashtree** which is located in Fayette Co.

Christopher Horne reported on the septic sewer cluster systems proposed for several new extension projects. Christopher suggested charging monthly billing of \$25 minimum plus \$1.50/1000 gals of water usage. A motion to proceed with the septic sewer cluster systems was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to accept the conveyance of the **Red Robin** section of Brannon Crossing contingent on the completion of the punchlist and submission of asbuilts was made by Mr. Robinson, seconded by Mr. Haws – approved.

Mr. Horne stated that Beazer Homes is making requests for sewer tap-ons. The Board stated the project must be substantially completed downstream and the punchlist bonded with the **Noland, Phase 1** conveyed before any taps would be allowed.

There was a discussion on the bonding for the phases of **Clays Crossing**. A motion to authorize the signing of the bond was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to authorize the signing of the letter to the Health Department stating the District will provide sanitary sewer service to the **EMS/FIRE** Department Facility within two years was made by Mr. Robinson, seconded by Mr. Hall – approved.

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

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

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

ATTEST:

Chairman

A motion to authorize the signing of the Site Specific Agreement for White Reach (**Cracker Barrel**) was made by Mr. Robinson, seconded by Mr. Blackford - approved

A motion to authorize the signing of the Site Specific Agreement for Collins Group (**Man O War Ford**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

There was a discussion on the tap-on for **Cracker Barrel**. Mr. Horne stated that a tap-on should not be allowed until an SSA is signed and the main lines are completed and conveyed to the District. The sewer permit fee will not be collected until the conveyance of the lines.

Mr. Horne presented a **sewer adjustment tariff**. All nonrecurring usage requests must be submitted on the approved form by the customer and reviewed and approved by the Board. There is no limit as to how many requests an individual customer may submit; however, the request must be made monthly. A motion to authorize the submittal of the tariff to PSC was made by Mr. Haws, seconded by Mr. Hall – approved.

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

Mr. Smith reported that David Beer was in the sewer service area and would be allowed to tap-on under certain conditions.

There was a discussion on the signing of a MOU between JSEWD and District #1.

Christopher suggested that one key operate all of the deadbolts and one key operate all of the padlocks within the District.

There was a discussion on several items with the **Keene Manor** drip system. (1) John Peel's contract has not been renewed as of this date. At this time Mr. Peel is charging additional charges for the installation of the individual systems; however, the contract amount will be paid for these installations. Mr. Strong suggested charging \$500 over the contract cost of installation. The Board agreed that the full amount of the installation would have to be paid up front before the permit is pulled. Any additional charges would have to be agreed upon before the installation. (2) BEJA is charging a monthly fee for undeveloped lots as well as system inspections. The inspection charge and monthly lot fee to the customer is covered under the \$500 charge.

A motion to authorize the signing of the **Wilmore Centennial Park Sewer** grant agreement was made by Mr. Hall, seconded by Mr. Haws – approved.

A motion to authorize the signing of the **Ichthus Stage Area Sewer** grant agreement was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to authorize the signing of the **Jessamine/Wilmore EMS Building Sewer** grant agreement was made by Mr. Robinson, seconded by Mr. Hall – approved.

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

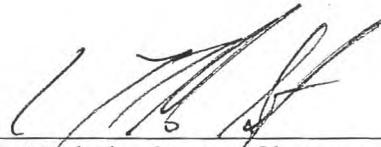
WHEREAS: the Jessamine-South Elkhorn Water District is a public organization, created and operating under the provisions of KRS Chapter 74, and

WHEREAS: the Jessamine-South Elkhorn Water District has under the provision of KRS Chapter 74 and by resolution and ordinances of the Jessamine County Fiscal Court is the public sewer provider for its service territory and other areas of Jessamine County, and

WHEREAS: it is deemed to be in the best public interest and to best help protect the public's health and welfare for the Jessamine-South Elkhorn Water District to install, construct and maintain public sewer systems by utilization of public funds for the following designated project:

SX 21113009
Grant ID: 355N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
Jessamine County EMS Building

NOW THEREFORE, BE IT RESOLVED: that the Jessamine-South Elkhorn Water District Board of Commissioners authorizes the Chairman to execute a contract with Horne Engineering, Inc. to act in the capacity of PROJECT ADMINISTRATOR for the aforementioned project, and further for the Chairman to execute all documents, including request for payment, as required by the Kentucky Infrastructure Authority, or other funding Agencies of the project.



L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

 Diana Clark

Motion made by, Jerry Haws, seconded by George D Robinson,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

A motion to adopt a resolution to authorize the Chairman to sign a Professional Service Agreement with Horne Engineering to be Project Administrator for the grant portion of the **Jessamine Co EMS Building** project and to authorize the signing by the Chairman for the necessary draw requests and other documents was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to adopt a resolution to authorize the Chairman to sign a Professional Service Agreement with Horne Engineering to be Project Administrator for the grant portion of the **City of Wilmore, Centennial Park** project and to authorize the signing by the Chairman for the necessary draw requests and other documents was made by Mr. Blackford, seconded by Mr. Hall – approved.

Bobby Weber's response to the warranty letter given to him was presented to the Board. Mr. Weber said the letter was unacceptable.

Sewer Policies were handed out for review to be discussed at a later date. These will be kept on file for future reference.

The September Board Meeting was rescheduled to September 8th.

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

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

The Board went into Closed Session to discuss a personnel matter.

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

ATTEST:

_____ Chairman

Grantee and line-item description: Jessamine-South Elkhorn Water District
Service Connection from Wilmore to Jessamine
County EMS Building.

Grant amount \$110,000.

EXHIBIT 1

Grant ID #355N-2007

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: SX21113009 - \$110,000.

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





ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113009
Grant ID #: 355N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmer Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

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

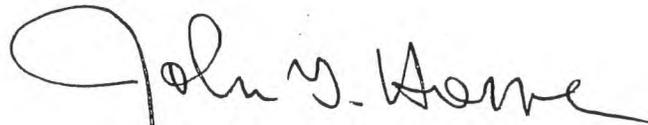
Debby Milton
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Re: Jess-Wilmore EMS Bldg Sewer Project
SX21113009
Grant ID# 355N-2007
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 w/enc.
Nick Strong
Engr/3735
Engr/3935
Corr.

KENTUCKY INFRASTRUCTURE AUTHORITY

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113009

GRANT ID #: 355N-2007

GRANT AMOUNT:: 110,000.00

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

DATE OF AGREEMENT: _____

This Grant Assistance Agreement ("Agreement") is made and entered into this date, _____, 200_, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **110,000.00** 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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: *[Signature]*

Title: Chairman

ATTEST

BY: *[Signature]*

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

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113009

355N-2007

Jessamine South Elkhorn Water District



Clean Water Project Profile

Project Number:	SX21113009	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
Legal Applicant:	JESSAMINE SOUTH ELKHORN WATER DISTRICT	ECH Status:	ENDORSE WITH CONDITION
Entity Type:	WATER DISTRICT (KRS 74)	ECH SAI:	KY201010081622
Date Approved (AWMPC):	1/15/2010 12:00:00 AM		

Project Title: **JESSAMINE/WILMORE EMS BUILDING SEWER**

Project Description: **THIS PROJECT PROPOSES TO CONSTRUCT A PUMP STATION WEST OF HARRODSBURG ROAD AND GRAVITY MAIN EAST OF HARRODSBURG ROAD TO SERVE JESSAMINE COUNTY-CITY OF WILMORE EMS BUILDING WHICH HOUSES A CITY OF WILMORE FIRE TRUCK AND A RESPONDER SQUAD AND AMBULANCES OF THE EMERGENCY MEDICAL SERVICES. PROJECT INVOLVES ON NEW LIFT STATION.**

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:

THIS SEWER MAY ALLOW THE EMERGENCY BUILDING TO BE CONSTRUCTED AND WITH THE INCLUSION OF THE MEDICAL EMERGENCY AND FIRE RESPONSES WILL HELP IMPROVE THE SAFETY AND WELL BEING OF PERSONS IN THE VICINITY.

Alternate A:

SEPTIC TANK

Alternate B:

HOLDING TANK

Alternate C:

NOT CONSTRUCT THE BUILDING AND PROVIDE EMERGENCY SERVICES.



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**

Title: **CONSULTING ENGINEER**

Organization: **HORNE ENGINEERING**

Addr. Line 1: **216 SOUTH MAIN STREET**

Addr. Line 2:

City: **NICHOLASVILLE**

State: **KY** Zip: **40356**

Phone: **859-885-9441** Ext: Fax: **859-885-5160**

E-Mail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**

Name: **JOHN G. HORNE**

Addr. Line 1: **216 SOUTH MAIN**

Addr. Line 2:

City: **NICHOLASVILLE** State: **KY** Zip: **40356**

License Status: **CURRENT** Disciplinary Action: **No**

Issue Date: **4/10/1967** Expiration Date: **6/30/2011**

Phone: **859-885-9441** Ext: Fax:

E-Mail:



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$110,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$110,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$110,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$110,000

Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$110,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**
 This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID System Name

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 (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

Economic Impacts:

Jobs Created

Jobs Retained

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
---------------	-------	-------------	---------	--------	-------------------	-------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	2,298
					Total Length	2,298

Administrative Components:

- Planning
- Design
- Construction
- Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): 0.000
- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): 0.000
Current treatment volume (MGD): 0.000
Proposed design capacity (MGD): 0.000
- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): 0
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): 2,298
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): 0
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: 0
Number of failing septic systems eliminated: 0
Number of non-failing septic systems eliminated: 0

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.

Project Budget: HB 380

SX21113010

Jessamine South Elkhorn Water District

356N-2007

Estimated

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	9,200.00
2	Legal Expenses	500.00
3	Land, Appraisals, Easements	0
4	Relocation Expenses & Payments	0
5	Planning (2)	5,000.00
6	Engineering Fees - Design	12,200.00
7	Engineering Fees - Construction	3,000.00
8	Engineering Fees - Inspection	14,000.00
9	Construction	65,000.00
10	Equipment	0
11	Contingency	1,100.00
12	Other	0
Total		\$110,000.00

Funding Sources	Amount	Date Committed
1 KIA Grant 356N-2007	\$110,000.00	HB 380 (2006)
2		
3		
4		
5		
6		
Total	\$110,000.00	

(1) Include Interim Financing

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



 Signature

Chairman

 Title

1-5-11

 Date

RESOLUTION

SX21113009

355N-2007

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 2006-2008 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 Jan 5, 20011.

Jessamine South Elkhorn Water District, (Grantee)

Dr. Paul Labrie (Representative)

Title Secretary

CERTIFICATE

SX21113009

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 Jan 5, 20011; 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 5 day of Jan, 20011.


Secretary/Clerk/Recording Officer

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

Please attach the Schedule(s) of Rates and Charges

SX21113009

355N-2007

Jessamine South Elkhorn Water District

FOR: District's Service Area

P.S.C. NO. 1

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

SHEET NO. 1

CANCELING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

MONTHLY SEWER RATES

FIRST 2,000 Gallons
ALL OVER 2,000 Gallons

\$20.00 Minimum Bill
\$10.00 per 1,000 Gallons

DATE OF ISSUE April 21, 2008

DATE EFFECTIVE February 25, 2008

ISSUED BY [Signature] TITLE: _____

CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/25/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of
0036 dated February 25, 2008.

By [Signature]
Executive Director

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113009

355N-2007

Jessamine South Elkhorn Water District

Project Budget: HB 380
 Jessamine South Elkhorn Water District
 SX21113009

355N-2007

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

2006 GENERAL ASSEMBLY
HOUSE BILL 380

SX21113009

355N-2007

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: _____

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction. _____
- 2 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. _____
- 3 Exhibit 5 - Fully executed Certificate of Completion. _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113009
Grant ID #: 355N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmer Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

**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.

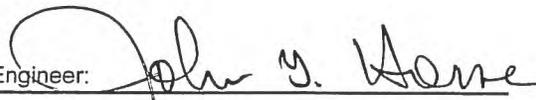
<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000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

Title: President - Horne Engineering, Inc.

Date: 1-5-11

Date: 1-5-11

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 GOVERNMENT
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

November 9, 2010

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

RE: Jessamine/Wilmore EMS Building Sewer
SX21113009
SAI# KY20101008-1622
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 Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
No comments.

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
no comment

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081622 when submitting plans and specifications.

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road to serve Jessamine County-City of Wilmore EMS Building which houses a City of Wilmore fire truck and a responder squad and ambulances of the Emergency Medical Services. Completion of this project will result in improved services to 2000 households. Completion of this project will result in new service to 100 households.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
no comments

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

January 5, 2011

The Board of Commissioners of the Jessamine South Elkhorn **Sewer** Division January 5, 2011, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, J. F. Hall, and John Blackford. John Horne, Bruce Smith, Christopher Horne, Tom Smith, Ron Eldridge and Diana Clark were also present.

There was a review of the Aged Receivables.

There was a discussion on the tap-ons for the **N J Sewer** project. A list of non-responders, problems, vacant lots, etc is being generated and reviewed by Tim and the staff.

Mr. Smith reported on the **Silver Oaks** dispute. There had been changes with their legal counsel. A motion to sign a tolling agreement with a March 4th deadline was made by Mr. Hall, seconded by Mr. Blackford – approved.

Mr. Horne recommended that he and Mr. Smith give notice to the interested parties that the MOUs are now void. A motion to authorize the Chairman to sign the notices was made by Mr. Robinson, seconded by Mr. Blackford – approved.

A motion to approve the KIA grants 355N-2077 (**Jessamine Co EMS Building**), 356N-2007 (**Wilmore Centennial Park**), and 357N-2007 (**Ichthus Area**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to approve the proposal from Kurt Fiegel for archaeological survey services as a requirement for the **Ichthus/Stonebridge/EMS/COW** grants was made by Mr. Hall, seconded by Mr. Robinson – approved.

There was a discussion on the **Bobby Weber** settlement. The original check and agreement were stolen with the truck. Mr. Weber had not signed the agreement.

A contingent motion, based on the proposal, to authorize Ron Eldridge Excavating to install two laterals (443 and 444 Clarence Dr) which were left out of the **N J Sewer** project with the District furnishing the materials and the total cost to be submitted to RD for reimbursement was made by Mr. Blackford, seconded by Mr. Robinson – approved.

There was a brief discussion on the KRS 96.930-938 amendment. Christopher is talking to Bob Damron and it was also suggested that he contact KRWA for any support they could offer.

Mr. Strong reported on the LFUCG tap fees for the **N J Sewer** project. It was suggested that a letter be sent with the calculation based on the original tap fee rate. A motion to send the letter with a check was made by Mr. Haws, seconded by Mr. Hall – approved. Mr. Smith is to check with John Johnson (RD) on the procedure for submitting the tap fees to LFUCG.

The motion to approve December bills and pre-approval of contractual payables was made as a Water item.

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



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

February 22, 2011

Mr. Tom Smith
Jessamine South Elkhorn Water District
802 S. Main Street
Nicholasville, Kentucky 40356

RE: Infrastructure for Economic Development Fund for Non-coal Producing Counties
HB380 – Jessamine South Elkhorn Water District – SX21113009 - \$110,000 _ 355N-2007
Pump Station and gravity main to serve EMS Building

Dear Tom:

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

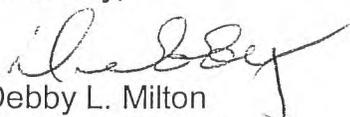
The following items remain outstanding:

- Clearinghouse Comments
- As-Bid Budget
- KIA Adm Fee

The District may request up to 50% of planning and design fees. Remaining funds can be
released once we have the as-bid budget and clearinghouse comments. Please provide
back up invoices with all requests. The KIA adm fee is due upon receipt of the first request
for payment. Once all funds have been drawn, please provide a signed certificate of
completion and final design on CD format.

Thank you for your cooperation and call with any questions.

Sincerely,


Debby L. Milton
Financial Analyst

C: John Horne, Horne Engineering



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: SX21113009

Grant ID: 355N-2007

Jessamine/Wilmore EMS Building Sewer

Administrative Fee: \$550.00

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.

KENTUCKY INFRASTRUCTURE AUTHORITY

2006 GENERAL ASSEMBLY
HOUSE BILL 380

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113009

GRANT ID #: 355N-2007

GRANT AMOUNT:: 110,000.00

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

DATE OF AGREEMENT: 1-10-11

2011 JUN 10 A 9:38

RECEIVED
KENTUCKY INFRASTRUCTURE AUTHORITY

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 1-10-11, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **110,000.00** 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

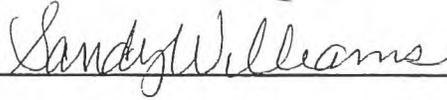
- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed 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

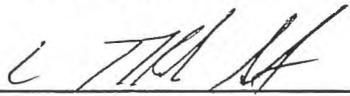
BY: 

Title: Executive Director

BY: 

Title: Secretary

Jessamine South Elkhorn Water District

BY: 

Title: Chairman

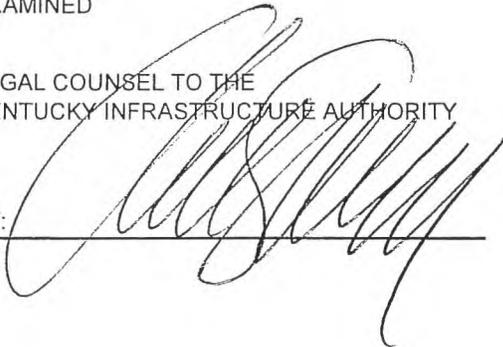
ATTEST

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

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113009

355N-2007

Jessamine South Elkhorn Water District



Clean Water Project Profile

Project Number: **SX21113009**

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**

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

ECH Status: **ENDORSE WITH
CONDITION**

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

ECH SAI: **KY201010081622**

Date Approved (AWMPC): **1/15/2010
12:00:00 AM**

Project Title: **JESSAMINE/WILMORE EMS BUILDING SEWER**

Project Description: **THIS PROJECT PROPOSES TO CONSTRUCT A PUMP STATION WEST OF HARRODSBURG ROAD AND GRAVITY MAIN EAST OF HARRODSBURG ROAD TO SERVE JESSAMINE COUNTY-CITY OF WILMORE EMS BUILDING WHICH HOUSES A CITY OF WILMORE FIRE TRUCK AND A RESPONDER SQUAD AND AMBULANCES OF THE EMERGENCY MEDICAL SERVICES. PROJECT INVOLVES ON NEW LIFT STATION.**

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:

THIS SEWER MAY ALLOW THE EMERGENCY BUILDING TO BE CONSTRUCTED AND WITH THE INCLUSION OF THE MEDICAL EMERGENCY AND FIRE RESPONSES WILL HELP IMPROVE THE SAFETY AND WELL BEING OF PERSONS IN THE VICINITY.

Alternate A:

SEPTIC TANK

Alternate B:

HOLDING TANK

Alternate C:

NOT CONSTRUCT THE BUILDING AND PROVIDE EMERGENCY SERVICES.



Clean Water Project Profile
 SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**

Title: **CONSULTING ENGINEER**

Organization: **HORNE ENGINEERING**

Addr. Line 1: **216 SOUTH MAIN STREET**

Addr. Line 2:

City: **NICHOLASVILLE**

State: **KY** Zip: **40356**

Phone: **859-885-9441** Ext: Fax: **859-885-5160**

E-Mail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**

Name: **JOHN G. HORNE**

Addr. Line 1: **216 SOUTH MAIN**

Addr. Line 2:

City: **NICHOLASVILLE** State: **KY** Zip: **40356**

License Status: **CURRENT** Disciplinary Action: **No**

Issue Date: **4/10/1967** Expiration Date: **6/30/2011**

Phone: **859-885-9441** Ext: Fax:

E-Mail:



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$110,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$110,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$110,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$110,000

Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$110,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**

This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID System Name

Project Ranking by AWMPC:

Regional Ranking(s):

Planning Unit Ranking:

Total Points:

Demographic Impacts (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

Economic Impacts:

Jobs Created

Jobs Retained

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.

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
---------------	-------	-------------	---------	--------	-------------------	-------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	2,298
					Total Length	2,298

Administrative Components:

- Planning
- Design
- Construction
- Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): **0.000**

- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): **0.000**
Current treatment volume (MGD): **0.000**
Proposed design capacity (MGD): **0.000**

- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): **0**
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): **2,298**
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): **0**
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: **0**
Number of failing septic systems eliminated: **0**
Number of non-failing septic systems eliminated: **0**

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.



Clean Water Project Profile

SX21113009 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

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 replacement of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Energy Efficiency Costs:

Green Infrastructure Costs:

Environmentally Innovative Activities Costs:

Total Green Component Costs: \$0

Profile Status: APPROVED

Approved: 01/15/2010

Revised:

Project Budget: HB 380

SX21113010

Jessamine South Elkhorn Water District

356N-2007

Estimated

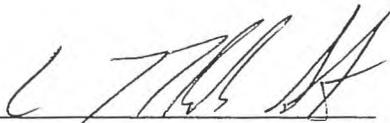
Revised

Cost Classification		Amount
1	Administrative Expenses (1)	9,200.00
2	Legal Expenses	500.00
3	Land, Appraisals, Easements	0
4	Relocation Expenses & Payments	0
5	Planning (2)	5,000.00
6	Engineering Fees - Design	12,200.00
7	Engineering Fees - Construction	3,000.00
8	Engineering Fees - Inspection	14,000.00
9	Construction	65,000.00
10	Equipment	0
11	Contingency	1,100.00
12	Other	0
Total		\$110,000.00

Funding Sources	Amount	Date Committed
1 KIA Grant 355N-2007	\$110,000.00	HB 380 (2006)
2		
3		
4		
5		
6		
Total	\$110,000.00	

(1) Include Interim Financing

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



Signature

Chairman

Title

1-5-11

Date

RESOLUTION

SX21113009

355N-2007

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 2006-2008 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 Jan 5, 20011.

Jessamine South Elkhorn Water District, (Grantee)

[Signature] (Representative)

Title Secretary

CERTIFICATE

SX21113009

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 Jan 5, 20011; 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 5 day of Jan, 20011.


Secretary/Clerk/Recording Officer

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

Please attach the Schedule(s) of Rates and Charges

SX21113009

355N-2007

Jessamine South Elkhorn Water District

FOR: District's Service Area

P.S.C. NO. 1

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

SHEET NO. 1

CANCELING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

MONTHLY SEWER RATES

FIRST 2,000 Gallons
ALL OVER 2,000 Gallons

\$20.00 Minimum Bill
\$10.00 per 1,000 Gallons

DATE OF ISSUE April 21, 2008

DATE EFFECTIVE February 25, 2008

ISSUED BY [Signature]

TITLE: CHAIRMAN

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 2/25/2008
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)

By [Signature]
 Executive Director

Issued by authority of an Order of the Public Service Commission of
0036 dated February 25, 2008.

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113009

355N-2007

Jessamine South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
 Jessamine South Elkhorn Water District
 SX21113009

355N-2007

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

2006 GENERAL ASSEMBLY
HOUSE BILL 380

SX21113009

355N-2007

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

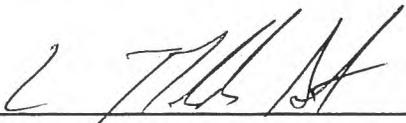
Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet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

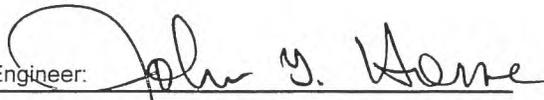
<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000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

Title: President - Horne Engineering, Inc.

Date: 1-5-11

Date: 1-5-11

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 GOVERNMENT
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

November 9, 2010

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

RE: Jessamine/Wilmore EMS Building Sewer
SX21113009
SAI# KY20101008-1622
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.

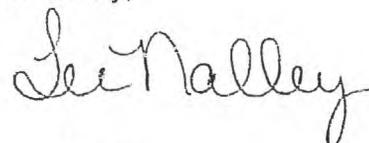
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

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". The signature is written in black ink and is positioned below the word "Sincerely,".

Lee Nalley
Kentucky State Clearinghouse

Attachments

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
No comments.

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
no comment

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081622 when submitting plans and specifications.

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road to serve Jessamine County-City of Wilmore EMS Building which houses a City of Wilmore fire truck and a responder squad and ambulances of the Emergency Medical Services. Completion of this project will result in improved services to 2000 households. Completion of this project will result in new service to 100 households.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081622
no comments

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081622

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113009
Grant ID #: 355N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmer Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

2011 JAN 10 A 10:05
RECEIVED
KENTUCKY INFRASTRUCTURE AUTHORITY



Date: Friday, August 10, 2012 11:22 AM
From: Karyn Leverenz <kleverenz@bgadd.org>
To: jessaminesouth@windstream.net
Subject: SX21113009 Jessamine/Wilmore Ems Building Sewer

I am currently updating projects in the KIA WRIS Portal. Our profile for this project shows no funding. Has any been applied for? Will local funding be contributed at any point? Thanks in advance!

Karyn Leverenz, MPA

Community Development Specialist

Bluegrass Area Development District

699 Perimeter Drive

Lexington, KY 40517

p: 859-269-8021

f: 859-269-7917

©2012 Windstream Communications

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

August 10, 2010

Nick Strong, Chairman
Jessamine South Elkhorn Water District
3520 Keene Road
Nicholasville, KY 40356

Re: Professional Service Agreement
Kentucky Infrastructure Authority
SX 21113011
Grant ID: 357N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
Ichthus Area

Dear Mr. Strong:

This is a Professional Service Agreement between Jessamine-South Elkhorn Water District, (hereinafter referred to as "JSEWD") and Horne Engineering, Inc. (hereinafter referred to as HEI), whereas HEI shall act on behalf of JSEWD as PROJECT ADMINISTRATOR for the above referenced PROJECT, under the requirement of the Kentucky Infrastructure Authority, (hereinafter referred to as KIA).

Both parties mutually agree that the services provided by HEI are professional in nature and as such, are not required for advertisement or bidding as exempted under KRS 424.260(1). JSEWD agrees to pay HEI the sum of \$7,500 , based on periodic invoices to be billed at the following percentage of completion of the hereinafter phases.

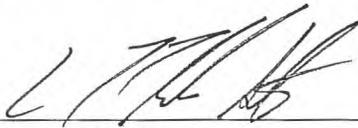
20% Bid Opening
50% Half Point of Construction
90% Punch List Inspection
100% Project Completion

All invoices are due, net 30-days. It is understood that monies paid shall be reimbursed by KIA.

It is mutually understood that either party may terminate this agreement at any time upon thirty (30) day written notice to the other party. In the event of termination, JSEWD shall pay HEI for any unbilled services based on the percentage of completion as of the date of notice. Either party to this agreement, or KIA, may propose amendments to this agreement should the need arise, in which case, the mutually agreed amendment shall be reduced to writing and executed by all concerned parties.

This Agreement shall be in force beginning the last date of signatory and shall remain in force and effect until completion, unless it is otherwise terminated or amended.

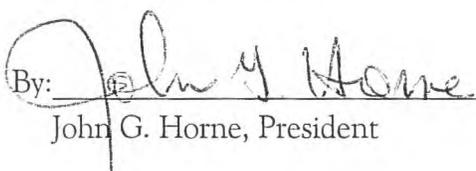
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

By: 

L. Nicholas Strong, Chairman

Date: 8-11-10

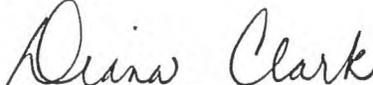
HORNE ENGINEERING, INC.

By: 

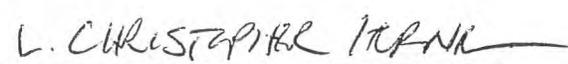
John G. Horne, President

Date: 8-11-10

WITNESS:



WITNESS:



KENTUCKY INFRASTRUCTURE AUTHORITY

2006 GENERAL ASSEMBLY
HOUSE BILL 380

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113011
GRANT ID #: 357N-2007
GRANT AMOUNT: \$150,000
GRANTEE: Jessamine-South Elkhorn Water District
DATE OF AGREEMENT: 9-3-08

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, Sept 3, 2008, 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, the 2006 General Assembly included in the Commonwealth's 2006-2008 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 2006-2008 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:

SECTION 1 – DEFINITIONS

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 2006 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 2006-2008 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 \$150,000 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.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

SECTION 8 - MISCELLANEOUS PROVISIONS

- 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

H. 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

ATTEST

By: _____

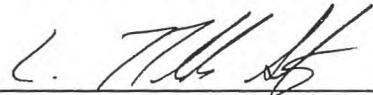
By: _____

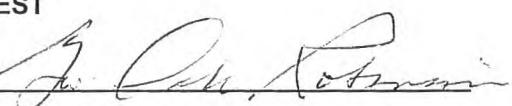
Title: Executive Director

Title: Secretary

Jessamine-South Elkhorn Water District

ATTEST

By: 

By: 

Title: CHAIRMAN

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

SX21113011

GRANT ID # 357N-2007

Jessamine-South Elkhorn Water District

KENTUCKY WASTEWATER PROJECT PROFILE

Areas indicated with (*) are required fields.

1.* Project Title (use title which will be identifiable by local community):

Ichthus Stage Area Sewer

2.* Project Description:

Provide a brief narrative denoting if project relates to source, distribution, treatment, storage

This project proposes to extend the proposed Jessamine/Wilmore EMS sewer further east to serve the Ichthus Stage Area.

* Project Descriptor: Extend sewer service to Ichthus Stage Area

* WRIS Project Number (PNUM): SX21113011

This number is assigned by an ADD through the respective Area Water Management Planning Council once the project profile is approved by the Council. This number ties each project to mapped/spatial information in the Water Resource Information System (WRIS) profiles without this number AND the required corresponding mapped/spatial information will NOT be accepted.

* Project County: Jessamine

* Is it a multi-county project: Yes No

* Project Submitted By: Bluegrass

* If wastewater project, KPDES#(s):

Available:

- KY0002801
- KY0020001
- KY0020010
- KY0020036
- KY0020044
- KY0020061
- KY0020079
- KY0020087
- KY0020095
- KY0020117

Include >

< Remove

Selected:

None Selected..

* If wastewater collection project, KIMOP#(s)

Available:

Selected:

- KYP000015 ▲
- KYP000032
- KYP000034
- KYP000035
- KYP000036
- KYP000037
- KYP000038
- KYP000039
- KYP000040
- KYP000041 ▼

Include >

< Remove

NEW

OR (at least one reqd)

3. Legal Applicant

* Legal Applicant: Jessamine South Elkhorn Water D

Wastewater Utility which will own proposed improvements:
(if different from Legal Applicant)

* Organizational Structure: Water District

Authorized Official Information

* First Name: L. Nicholas * Last Name: Strong M.I.:

* Title: Chairman, JSEWD

* Street Address Line 1: 107 South Main Street

Street Address Line 2:

* P.O. Box: 731

* City: Nicholasville * State: KY * Zip: 40356

* County: Jessamine

* Telephone: (859) 881-0589 Ext:

Fax: 859-881-5080

Email:

Contact Person Information

* First Name: John * Last Name: Horne M.I.: G

* Title: Consulting Engineer
* Street Address Line 1: 216 South Main Street
Street Address Line 2:
* P.O. Box: n/a
* City: Nicholasville * State: KY * Zip: 40356
* County: Jessamine
* Telephone: 859-885-9441 Ext:
Fax: 859-885-5160
Email: john@horneeng.com

Project Administrator Information

* First Name: Glenn * Last Name: Smith M.I.: T
Title: Manager, JSEWD
Street Address Line 1: 107 South Main Street
Street Address Line 2:
P.O. Box: 731
City: Nicholasville State: KY Zip: 40356
County: Jessamine
* Telephone: 859-881-0589 Ext:
Fax: 859-881-5080
Email:

Consulting Engineer Information

* First Name: John * Last Name: Horne M.I.: G
Firm: Horne Engineering
Street Address Line 1: 216 South Main Street
Street Address Line 2:
P.O. Box: n/a
City: Nicholasville State: KY Zip: 40356
County: Jessamine
* Telephone: 859-885-9441 Ext:
Fax: 859-885-5160
Email: john@horneeng.com

4.* Project Type (atleast one required/check all that apply):

- Facilities Planning
- Sewer System Evaluation Survey Report
- Design
- Construction
- Management

5. Project Alternatives: Please list a minimum of three:

a.*

b.*

c.*

6. Special Impact(s) of Proposed Wastewater Project:

a.* New service/improve service to unserved underserved household:

b. Number of new jobs: Number of retained jobs:

c. Other beneficial technical, managerial, fiscal impacts: (20 words or less)

d.* Does proposed activity relate to public health protection emergency: Yes No

e.* Does project involve regionalization: Yes No

f. Number of systems affected/involved:

7.* Median Household Income of Service Area:

\$

8.* Project Start Schedule:

Years 0-2 Years 3-10 Years 11-20

9. Estimated Funding Sources:

* Estimated Local Funding Amount \$

* Estimated Other Funding Amount (all sources) \$

Total Estimated Project Cost \$

10. Project Data - Wastewater (complete all items which apply to this discrete project)

a.* Is project related to modifications to treatment plant? Yes No

b.* Is project related to new collector sewer construction? Yes No

Total linear feet

c.* Is project related to new interceptor sewer construction? Yes No

- d.* Is project related to sewer rehab? Yes No
- e. Number of lift stations required
- f. Management (describe)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering, and legal services are provided by contract.
- g.* Does your agency currently provide sewer service Yes No

TABLE 1: COST

Category						
Secondary Treatment	Advanced Treatment	I/I Removal	Sewer Rehab	Collector Sewers	Interceptor Sewers	Combine Sewer Overf
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="148000"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Should be equal to Estimated Project Cost (q. 9)						
				Estimated Project Cost: \$ <input type="text" value="148000"/>		
				Allocated: \$ <input type="text" value="148000"/>		
				Remaining Funds: \$ <input type="text" value="0"/>		

TABLE 2: NEEDS

Public Health Concerns as a results of this Project

Number of Raw Sewage Discharges Eliminated	Number of Failing Septic Systems Eliminated	Septic Systems to be Eliminated	Total No. of WWTPs to be Eliminated	Average Design Flow (MGD)
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	
KPDES No.	Name of Plant Eliminated		Average Design Flow (MGD)	
<input type="text" value=""/>	<input type="text" value=""/>		<input type="text" value="0"/>	
<input type="text" value=""/>	<input type="text" value=""/>		<input type="text" value="0"/>	
<input type="text" value=""/>	<input type="text" value=""/>		<input type="text" value="0"/>	
<input type="text" value=""/>	<input type="text" value=""/>		<input type="text" value="0"/>	
<input type="text" value=""/>	<input type="text" value=""/>		<input type="text" value="0"/>	

		0
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* Date Project was approved by the Area Water Management Planning Council: 04/21/2006

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
 SX21113011
 Jessamine-South Elkhorn Water District
 GRANT ID# 357N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
	Total	

Funding Sources		Amount	Date Committed
1			
2			
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

9-3-08

 Date

EXHIBIT 2

RESOLUTION

SX21113011

GRANT ID # 357N-2007

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 2006-2008 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 Chairman 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 Nick 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 Sept 3, 2008.

Jessamine-South Elkhorn Water District, (Grantee)

[Signature], (Representative)

Title Chairman

CERTIFICATE

SX21113011

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 Sept 3, 2008; 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 3 day of Sept, 2008.

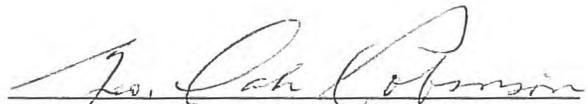

Secretary/Clerk/Recording Officer

EXHIBIT 3

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

Please attach the Schedule(s) of Rates and Charges

SX21113011

GRANT ID # 357N-2007

Jessamine-South Elkhorn Water District

EXHIBIT 4

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113011

GRANT ID # 357N-2007

Jessamine-South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
Jessamine-South Elkhorn Water District
SX21113011
GRANT ID# 357N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
	Total	

Funding Sources		Amount	Date Committed
1			
2			
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

9-3-08

 Date

EXHIBIT 5

CERTIFICATE OF COMPLETION

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

SX21113011

GRANT ID # 357N-2007

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: _____

ATTACHMENT A

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction _____
- 2 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 _____
- 3 Exhibit 5 - Fully executed Certificate of Completion _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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

ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113011
GRANT ID#: 357N-2007
Jessamine-South Elkhorn Water District

Grantee Information:

Water Utility:
Address: P.O. Box 731
City: Nicholasville State: Ky Zip: 40356
Telephone: 859/881-0589 Contact: Diana Clark
E-mail address: jessamine.south@windstream.net
Federal I.D. #: [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit / ABA No.: [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 9-5-08
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

ATTACHMENT C

FEEES 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 \$150,000,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$150,000,000,000 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  ENGINEER _____
 TITLE Chairman TITLE _____
 DATE 9-3-08 DATE _____

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

REQUIRED EXHIBITS – CHECKLIST

STEP 1, Before Project is Bid:

1. Executed Grant Assistance Agreement _____
2. Assignment & Assumption Agreement or Interlocal Agreement (if applicable) _____
3. Exhibit 1 - Project Profile and Estimated Project Budget _____
4. Exhibit 2 - Resolution _____
5. Exhibit 3 - Opinion of Legal Counsel re Agreement Execution _____
6. Exhibit 4 - Statement of Agreement re KUSOA & Cost-based Rates _____
7. Schedule of Current (and proposed if applicable) Rates and Charges _____
8. State Applicator Identifier # (SAI) assigned to project prior to Clearinghouse Endorsement _____
9. Exhibit 6 - Application for Electronic Transfer of Funds _____

STEP 2, After Project is Bid:

1. Exhibit 1 - Revised Project Budget based on Project Bids _____
2. Exhibit 5 - Opinion of Legal Counsel re Agreement Obligations _____
3. Exhibit 7 – Additional Covenants and Agreements (if applicable) _____
4. Other Funding Commitment (if applicable) _____
5. Exhibit 10 - To be included in Engineering Contract _____
6. Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

1. 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) to be submitted within 3 months of initiation of construction _____
2. 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 _____
3. Exhibit 9 - Fully executed Certificate of Completion _____

PROCEDURES FOR SUBMITTING THE GRANT ASSISTANCE AGREEMENT

Please submit to KIA a signed Grant Application Package complete with all Exhibits required for Step 1, Before Project is Bid. Completion of Step 1 requirements means that the project can be processed for submission to the Capital Projects and Bond Oversight Committee (CPBOC), and the grantee is then eligible to draw a portion of any funds budgeted for planning and design. Remaining funds would not be released until all the Exhibits for Step 2, After Project is Bid, have been submitted. A **Required Exhibits Checklist** is attached, clearly indicating the documents that we are asking you to assemble. Processing cannot move forward unless the information is received in its entirety.

KIA will not commit to process documents that are received after the cut off date of **one month prior to the scheduled date of the committee meeting.**

The CPBOC normally meets on the third Tuesday of each month. The Legislative Research Commission requires KIA to submit projects for review two weeks and one day before the meeting date. In order for our staff to verify information and properly perform the required review and executive summary, we need at least two weeks (ten working days) to complete the review and prepare the project for presentation to the Committee. Should an unusually large number of projects be received for one particular meeting date, it may not be possible to review all of them by the deadline.

As an example, assuming that the October meeting takes place on the third Tuesday of the month, the scheduled date of the meeting will be October 17. All those wishing to have projects presented for review at the meeting must submit the completed Assistance Agreement Packet one month prior to that date, by September 17. That will allow the two weeks that our staff needs to complete preparation to submit the project to the committee staff by the deadline set for us, Monday, October 2.

Please be aware that when the General Assembly is in session, committee meetings may not always be held on their regularly scheduled dates. In order to verify the date of an upcoming meeting, you may access the Capital Projects and Bond Oversight Committee's Web site at:

<http://www.lrc.ky.gov/Statcomm/CPBOC/homepage.htm>.

These procedures are intended to streamline and improve KIA's quality of service. If you have questions regarding the policies or how they might affect your projects, please contact KIA staff at 502-573-0260.

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



Bluegrass Area Development District

Water & Wastewater Preliminary Project Profile

Instructions: Please complete and return by fax to the Bluegrass ADD, (attn. Don Hassall or Matt Belcher); (859) 269-7917. You may also return by mail to the address below:

**Bluegrass ADD
Attn. Don Hassall/Matt Belcher
699 Perimeter Drive
Lexington, Kentucky 40517**

Please include a map (both in hard copy and digital form) with this preliminary profile. You may e-mail your digital map to Matt Belcher at mbelcher@bgadd.org or Jeff Levy at jeffl@bgadd.org. Note that no project profile will be processed without a map.

Please print or type. For more space, use additional sheets.

Proposed Project Information

SX 211 13011

1. Project Title (please use a title which will be identifiable by your local community).

Ichthus Stage Area Sewer

2. Project Description (please provide a brief narrative denoting if the project relates to source, distribution, treatment, storage, or other). (100-word limit)

This project proposes to extend the proposed Jessamine / Wilmore EMS sewer further east to serve the Ichthus Stage Area

3. Project Descriptor (please provide a short sentence summarizing the project, for report purposes).

Extend sewer service to Ichthus Stage Area

4. Is this project a multi-county project? ____ Yes No

5. Project County (if project is taking place in multiple counties, please say so and indicate, by listing first, the county you want the project reported under).

N/A

6. (For wastewater projects only). What is your KPDES #? If project will establish a new KPDES #, write NEW.

N/A

7. (For wastewater collection projects only). What is your KIMOP #? If project will establish a new KIMOP, write NEW.

NEW

8. Legal Applicant (please indicate who is actually applying for the project).

Jessamine South Elkhorn Water District

9. Water or Wastewater Utility that will own the proposed project or improvements (if different than Legal Applicant).

10. Organizational Structure of the applying entity (Check **ONE** of the following)

<input type="checkbox"/> Municipality	<input type="checkbox"/> Private, not for profit	<input type="checkbox"/> Federal
<input checked="" type="checkbox"/> Water District	<input type="checkbox"/> Private, for profit	<input type="checkbox"/> Area Development District
<input type="checkbox"/> Sanitation District	<input type="checkbox"/> State	

Personnel & Contact Information

11. Authorized Official Information

Full Name: L. Nicholas Strong
Title: Chairman – Jessamine South Elkhorn Water District
Street Address: 107 S. Main Street

P.O. Box: 731
City: Nicholasville State: KY Zip 40356
County: Jessamine
Telephone: (859) 881-0589 Ext. _____
Fax: (859) 881-5080
E-mail: _____

12. Contact Person Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**

P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

13. Project Administrator Information

Full Name: **Glenn T. Smith**
Title: **Manager - Jessamine South Elkhorn Water District**
Street Address **107 S. Main Street**

P.O. Box: **731**
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 881-0589** Ext. _____
Fax: **(859) 881-5080**
E-mail: _____

14. Consulting Engineer Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**

P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

Project Specifics & Financial Planning

15. Project Type (at least ONE required, but check ALL that apply)

Planning
 Facilities Planning
 Sewer System Evaluation Survey Report
 Management
 Construction

X Design

 Other (please describe below)

16. Project Alternatives; for example, what could be done to correct the problem if this project was not done? (Please list a minimum of three).

Alternative A

Install Septic Tank

Alternative B

Construct Package Treatment Plan

Alternative C

Do nothing

17. Special impact(s) of proposed project:

- a. New service/improve service to currently 0 Unserved
and/or _____ underserved households
- b. Number of new jobs created: 0 and/or number of retained jobs: 0
- c. Other beneficial technical, managerial, fiscal impacts: (50-word limit)

- a. Does the proposed project relate to public health protection emergency? X Yes No
- b. Does the proposed project involve regionalization? X Yes No
- c. Number of utility systems affected/involved: Two

18. Median Household Income of Service Area 40,096 (You may use data provided below).

Median household income (Source: Kentucky Data Center).

USA	\$41,994	Garrard	\$34,284
KY	\$33,672	Harrison	\$36,210
Regional	\$37,817	Jessamine	\$40,096
Anderson	\$45,433	Lincoln	\$26,542
Bourbon	\$35,038	Madison	\$32,861
Boyle	\$35,241	Mercer	\$35,555
Clark	\$39,946	Nicholas	\$29,886
Estill	\$23,318	Powell	\$25,515
Fayette	\$39,813	Scott	\$47,081
Franklin	\$40,011	Woodford	\$49,491

19. Project Start Schedule: Years 0-2 Years 3-10 Years 11-20

20. Estimated Funding Sources:

- a. Estimated Local Funding Amount \$ 0
- b. Estimated Funding Amount Requested from KIA \$148,000
- c. Estimated Other Funding Amount (all other sources) \$ 0

21. Total Estimated Project Cost \$148,000

22. Project Data—**Wastewater** projects **ONLY**. If not wastewater, skip to question 23.
(Complete all items that apply to your particular project).

- a. Is this project related to modifications to a treatment plant? Yes No
If yes, the current treatment capacity is _____ mgd, current treatment volume is _____ mgd, and the treatment design capacity after the project will be _____ mgd.
- b. Is this project related to new collector sewer construction? Yes No
If yes, total linear feet 2,000
- c. Is this project related to new interceptor sewer construction? Yes No
If yes, total linear feet _____
- d. Is this project related to sewer rehabilitation? Yes No
If yes, total linear feet _____
- e. Number of lift stations required Zero

f. Please describe the management of the wastewater utility. (50-word limit)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering and legal services are provided by contract

g. Does your agency currently provide sewer service? Yes No

If yes, please describe _____

h. Cost estimates

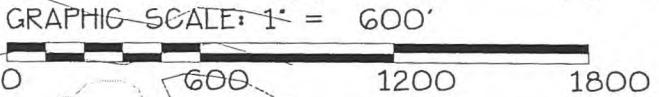
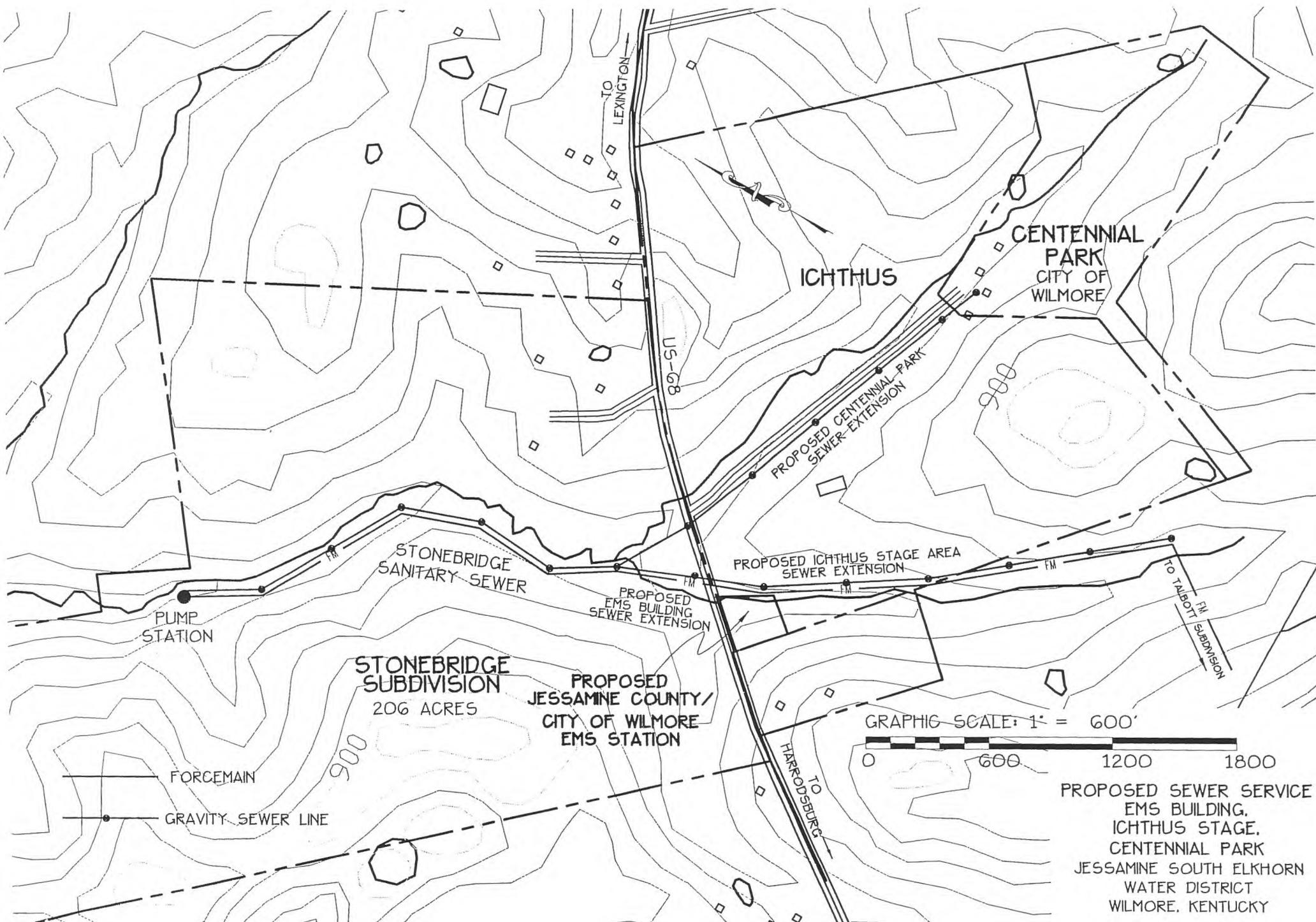
Category	Cost
Secondary Treatment	N/A
Advanced Treatment	N/A
I/I Removal	N/A
Sewer Rehab	N/A
Collector Sewers	\$148,000
Interceptor Sewers	N/A
Combined Sewer Overflows	N/A
NPS Urban	N/A
Estimated Project Cost	\$148,000
Allocated	-0-
Remaining Funds	\$148,000

i. Sewer needs assessment

Number of raw sewage dischargers eliminated	0
Number of septic systems eliminated	0
Total number of wastewater treatment plants to be eliminated	0
Total average design flow from eliminated wastewater treatment plants (mgd)	0

Name of wastewater treatment plants eliminated	KPDES No.	Average design flow
N/A		mgd
		mgd
		mgd
		mgd

k. Other important information pertaining to the proposed project. (30-word limit)



PROPOSED SEWER SERVICE
 EMS BUILDING,
 ICHTHUS STAGE,
 CENTENNIAL PARK
 JESSAMINE SOUTH ELKHORN
 WATER DISTRICT
 WILMORE, KENTUCKY



KENTUCKY INFRASTRUCTURE AUTHORITY

Ernie Fletcher
Governor

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

Jody E. Hughes
Executive Director

June 19, 2006

Ms. Diana Clark
107 South Main Street
Nicholasville, KY 40356

RE: Jessamine-South Elkhorn Water District - Sewer System Service to Ichthus Area (HB 557/EN)
Grant Award in the amount of \$150,000

Dear Ms. Clark:

Congratulations on the grant you received from Governor Ernie Fletcher and the General Assembly of the Commonwealth of Kentucky awarded during the 2006 Legislative Session of the General Assembly. The Kentucky Infrastructure Authority (KIA) is pleased to have been designated as the agency for administration of these infrastructure project grants.

Bonds to support these grant funds cannot be sold until after January 1, 2007. Once grant funds are available, no funds can be released until your project meets all grant requirements, is reviewed by Capital Projects and Bond Oversight Committee and has a fully executed grant assistance agreement. Detailed project requirements are outlined in the grant assistance agreement and will be provided to your project administrator.

Please designate your project administrator on Exhibit 1. The project administrator will work with KIA and be responsible for completion of all of the grant documentation and requirements. Your project administrator will be responsible for coordinating proper procurement of all necessary contracts and for completing all requirements of the grant. Please be assured that you will be copied on all essential correspondence and consulted on all decisions regarding your grant.

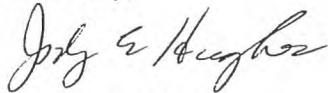
Your grant funds must be used for the project as identified in the 2006-2008 Biennial Budget of the Commonwealth and as listed above. If your grant award is not linked to a project profile with a WX or SX number, it is critical that you work with your Area Water Management Council through your Area Development District to get a project number designated. Grant assistance agreements will not be forwarded to the project administrator until we receive your project's SX or WX number as identified in **Exhibit 2**.

Page 2
June 19, 2006

Please fill out the attached Exhibits and return to KIA no later than December 31, 2006. Once we receive your designation for project administrator, we will contact that person regarding the next step in completing requirements for receipt of your grant funds.

Again, we are pleased to be a part of this important effort to improve infrastructure for citizens throughout the Commonwealth. We pledge our full cooperation and look forward to working with you and your project administrator in the coming months.

Sincerely,



Jody E. Hughes
Executive Director

Attachments

c: Anthony Statton, Chair, Area Water Management Planning Council, Bluegrass ADD
Don Hassall, Water Service Coordinator, Bluegrass

Jessamine-South Elkhorn Water District - Sewer System Service to Ichthus Area (HB 557/EN)
\$150,000

EXHIBIT 1

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT ADMINISTRATOR

(Please print or type)

Name: Diana Clark
Company or Organization: Jessamine South Elkhorn Water District
Address: 107 S. Main St, Nicholasville, Ky 40356
P.O. Box: Po Box 731
City/State/Zip: Nicholasville, Ky 40340
Phone (include area code): 859/881-0589
Fax (include area code): 859/881-5080
E-mail (please print large): jessaminesouth@alltel.net
WX/SX NUMBER: SX21113011

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

EXHIBIT 2

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT NUMBER

(Please print or type)

Please check the correct box and fill in the appropriate information:

My grant award will be used for one project. The WX or SX number is listed below.

WX/SX NUMBER: SX 21113011

My grant award will be used for one project. The WX or SX number has not yet been identified. The project administrator will be responsible for submitting this information to KIA after coordinating with the Area Water Management Council.

My grant award will be used for more than one project. The WX or SX numbers are listed below.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

My grant award will be used for more than one project. If any WX or SX number(s) have been identified, they are listed below. The WX or SX number(s) that have not yet been identified will be provided to KIA by the project administrator after coordinating with the Area Water Management Council.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

WX/SX NUMBER: _____ Grant \$ Allocated: _____

Remaining Grant Unallocated to Project(s): _____

Other: _____

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

April 26, 2006

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

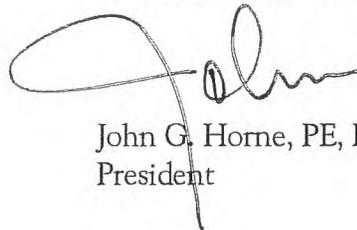
Re: Project Profiles
Jessamine / Wilmore EMS Building Sewer
Wilmore Centennial Park Sewer
Ichthus Stage Area Sewer

Dear Diana:

Enclosed please find a copy of the project profiles which were submitted to the Blue Grass ADD for review and approval. These profiles were approved at the April 21, 2006 meeting of the 409 Water Management Council. I have handwritten the appropriate SX identifier number assigned by the Blue Grass ADD.

These are forwarded to you for your information and record, and I would anticipate receiving correspondence in the near future regarding these projects. In the meantime

Sincerely,
HORNE ENGINEERING, INC.



John G. Home, PE, PLS
President

JGH/jt
enc.

cc: Nick Strong
Engr/3713
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

MEMORANDUM

To: Board of Commissioners
Jessamine South Elkhorn Water District

From: John G. Horne PE, PLS
Consulting Engineer



Date: May 2, 2006

Subject: Sanitary Sewer Service North Wilmore Area, Jessamine South Elkhorn Water District

Attached is a copy of a letter of response from Mr. Alan A. Bryan, PE, Project Manager, GRW Engineers, Inc., pertaining to the sewer study of the Stonebridge/ Ichthus area which this firm completed. Although Mr. Bryan discusses several points regarding the planning and future growth within this study area, I believe his conclusions are adequately stated in the concluding paragraph, which concludes that the system as proposed would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore park, and the EMS Station.

He does recommend, and we do concur, that odor control should be utilized with this pump station. I believe that it will continually be our position that any pump station owned and operated by the District should require odor control. For that reason, you may wish to consider adoption of a policy requiring same for all future pump stations.

JGH/jt
enc.

cc: Glenn T. Smith
Tugger, LLC
Bruce E. Smith
Engr/3713
Engr/3601
Corr.

Q:\ProjectDir\jsewd\WO3713\JSEWDCommNorthWilmoreGRWReview.mem



801 Corporate Drive
Lexington, KY 40503
Tel 859 / 223-3999
Fax 859 / 223-8917

GRW Engineers, Inc.

Engineering
Architecture
Planning
GIS
Aviation Consultants

Arlington, TN
Cincinnati, OH
Indianapolis, IN
Knoxville, TN
Louisville, KY
Nashville, TN

April 20, 2006

COPY

Mr. David J. Carlstedt
Utilities Superintendent
City of Wilmore
335 East Main Street
Wilmore, KY 40390

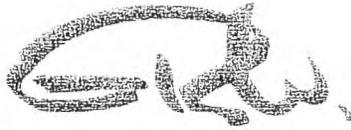
Re: North Wilmore Area
Sanitary Sewer Study
City of Wilmore
GRW Project No. 1221-46

Dear Mr. Carlstedt:

At your request I have reviewed the sanitary sewer study for the North Wilmore area as prepared by Horne Engineering, Inc. The design suggests that the Stonebridge development and Ichthus property (including the City of Wilmore's Park and the EMS Station) could be served by a 220 gpm pump station with a 6-inch force main that is approximately 6,680 liner feet long. The area of concern with this is that the sewage generated would have a long resident time in the wet well and the force main, resulting in possible odor problems at the discharge point near the end of Kinlaw Drive. Some of the reasons for the long resident time of the sewage are due to the regulatory agencies requirements for conservative capacity designs. These design requirements cannot be avoided. However a solution to the concern for odor control is the addition of chemicals at the pump station wet well. Different types of chemicals can be used to reduce, sequester or oxidize many odor causing compounds. I would recommend that a chemical like Bioxide be utilized to aid in the odor control of the force main discharge.

The current study's design calls for a 6-inch force main, which would have a capacity of approximately 9,800 gallons. A 220 gpm pump would have to run for 45 minutes to move the sewage from the wet well to the discharge point. At this time the study's design indicates that the pump run time would be 1.71 minutes. This would take 27 starts of the pumps to get the sewage all the way through the force main. The questionable part in the operation of the pump station, as is with any pump station, how long does it take for the sewage to fill the wet well before the pumps come on? How long will it take for the pump to have 27 starts? There are many factors that contribute to the inflow rate of the wet well. Factors like the time of day that water is used by the customers or how many months before enough of the units are built to meet the design flow rates. These are all questionable factors that affect long resident times of sewage in a wet well.

The other area of concern is designing the pump station to handle all of the future flows for the study areas entire drainage basin. The pump station itself probably should be cast in modular, rectangular units with knock outs in the wet well basin to accommodate expansion with the growth of the study area.



Mr. Dave Carlstedt

Page 2

April 20, 2006

The problem areas that I have concerns with are the ultimate flow rate, the future sizing of the force main, and the current limitations of the existing sewer system at the discharge point near Kinlaw Drive. In the sewer study, it indicates that the fully developed watershed's average flow rate would be 346 gpm. A peaking factor of approximately 3.9 would be used to size the pumps resulting in 1350 gpm. This would require the maximum capacity of the 6-inch force main and an additional 10-inch force main to handle all of the flow. These concerns are overshadowed by the capacity limitations in the existing sewer system. The existing sewer system at the connection point (Kinlaw Drive) is a network of 8-inch gravity lines that eventually work their way down to a 12-inch main near Bellvue Avenue. An 8-inch gravity sewer main laid at minimum slope can handle 340 gpm (at 75% full) and a 12-inch gravity sewer main laid at minimum slope can handle 1,000 gpm (at 75% full). Further study of the existing system would need to be done to identify the actual limitations. Also discharging into this existing 8-inch system is the Wesley Village pump station and the Talbott subdivision pump station. This leads me to believe that the proposed pump station in the study designed at 220 gpm is the maximum that can be put into the existing system. Any increases in the discharge flow rates would require some upgrading of the existing system to accommodate the estimated flows. It is possible that the future force main addition would have to be routed to another area of the system for discharge.

In short, I believe that a 220 gpm pump station would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore's Park, and the EMS Station. The station should be designed to accommodate the addition of a chemical to treat the odor problems that would be experienced at the discharge point in the existing system. Also, the pump station wet well should utilize a modular construction in order to easily be expanded as the drainage area grows.

If you should have any questions please give me a call.

Very truly yours,



Alan A. Bryan, P.E.
Project Manager

A motion to authorize the signing of the Site Specific Agreement for White Reach (**Cracker Barrel**) was made by Mr. Robinson, seconded by Mr. Blackford - approved

A motion to authorize the signing of the Site Specific Agreement for Collins Group (**Man O War Ford**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

There was a discussion on the tap-on for **Cracker Barrel**. Mr. Horne stated that a tap-on should not be allowed until an SSA is signed and the main lines are completed and conveyed to the District. The sewer permit fee will not be collected until the conveyance of the lines.

Mr. Horne presented a **sewer adjustment tariff**. All nonrecurring usage requests must be submitted on the approved form by the customer and reviewed and approved by the Board. There is no limit as to how many requests an individual customer may submit; however, the request must be made monthly. A motion to authorize the submittal of the tariff to PSC was made by Mr. Haws, seconded by Mr. Hall – approved.

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

Mr. Smith reported that David Beer was in the sewer service area and would be allowed to tap-on under certain conditions.

There was a discussion on the signing of a MOU between JSEWD and District #1.

Christopher suggested that one key operate all of the deadbolts and one key operate all of the padlocks within the District.

There was a discussion on several items with the **Keene Manor** drip system. (1) John Peel's contract has not been renewed as of this date. At this time Mr. Peel is charging additional charges for the installation of the individual systems; however, the contract amount will be paid for these installations. Mr. Strong suggested charging \$500 over the contract cost of installation. The Board agreed that the full amount of the installation would have to be paid up front before the permit is pulled. Any additional charges would have to be agreed upon before the installation. (2) BEJA is charging a monthly fee for undeveloped lots as well as system inspections. The inspection charge and monthly lot fee to the customer is covered under the \$500 charge.

A motion to authorize the signing of the **Wilmore Centennial Park Sewer** grant agreement was made by Mr. Hall, seconded by Mr. Haws – approved.

A motion to authorize the signing of the **Ichthus Stage Area Sewer** grant agreement was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to authorize the signing of the **Jessamine/Wilmore EMS Building Sewer** grant agreement was made by Mr. Robinson, seconded by Mr. Hall – approved.

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

WHEREAS: the Jessamine-South Elkhorn Water District is a public organization, created and operating under the provisions of KRS Chapter 74, and

WHEREAS: the Jessamine-South Elkhorn Water District has under the provision of KRS Chapter 74 and by resolution and ordinances of the Jessamine County Fiscal Court is the public sewer provider for its service territory and other areas of Jessamine County, and

WHEREAS: it is deemed to be in the best public interest and to best help protect the public's health and welfare for the Jessamine-South Elkhorn Water District to install, construct and maintain public sewer systems by utilization of public funds for the following designated project:

SX 21113011
Grant ID: 357N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
Ichthus Area

NOW THEREFORE, BE IT RESOLVED: that the Jessamine-South Elkhorn Water District Board of Commissioners authorizes the Chairman to execute a contract with Horne Engineering, Inc. to act in the capacity of PROJECT ADMINISTRATOR for the aforementioned project, and further for the Chairman to execute all documents, including request for payment, as required by the Kentucky Infrastructure Authority, or other funding Agencies of the project.



L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

Diana Clark

Motion made by, J. F. Hall, seconded by Jerry Haws,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

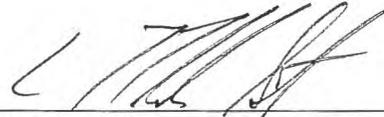
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L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

Diana Clark

Motion made by, J. F. Hall, seconded by Serry Haws,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

August 11, 2010

The Board of Commissioners of the Jessamine South Elkhorn **Sewer** Division August 11, 2010, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, J. F. Hall, and John Blackford. John Horne, Bruce Smith, Christopher Horne, Tom Smith, Ron Eldridge and Diana Clark were also present.

Terrance Fugate, 505 Sandee Dr, addressed the Board with concerns regarding the Owner-Occupied Grants within the **N J Sewer** project. Mr. Fugate wanted to know when the grants would be issued. Mr. Fugate was told the District was waiting for the go-ahead from RD.

There was a discussion on the Owner-Occupied Grants within the **N J Sewer** project. It was stated again that it was for owner-occupied residences only. It was also stated that a land contract would be considered a renter until their name was recorded on the deed. A motion to authorize the staff to review and approve the invoices submitted for the grants was made by Mr. Haws, seconded by Mr. Hall – approved.

Mr. Smith reported that CON requested a letter with brief terms for a Cutoff and Emergency Agreement. A motion to authorize the signing of the letter was made by Mr. Hall, seconded by Mr. Haws – approved.

There was a discussion on the Letter of Credit received from **Noland Phase 3, Section 1**. It was discussed whether the purpose of calling the LOC was to apply toward the liquidated damages or to complete the warranty repairs. A motion to clarify that the LOC is to be applied toward the liquidated damages was made by Mr. Robinson, seconded by Mr. Hall – approved.

There was a discussion on the amended MOU requests in reference to deleting a pump station and going to a gravity feed. Mr. Smith sent a letter out and received a check from **Ashtree**. He is waiting on a check from Marlinrob and Jim Hughes and did get a response from Rob Bolton. There were several issues still up in the air such as conveyance capacity and full payment before going forward.

Mr. Horne reported that MAC Construction had been notified to repair the Brannon Pump Station access road and the forcemain markers.

Mr. Smith reported that LFUCG seemed to be getting closer to conveying the SCC and Bellerive Plaza sewer lines.

Mr. Smith reported that a mediation date for the Silver Oaks contract (**N J Sewer**) was being scheduled. There was a list of items which needed attention that was forwarded to Silver Oaks' attorney.

A status report was given on the **N J Sewer** hookups.

Mr. Horne gave an explanation of the **Crosswoods, Unit 3 Low Pressure System**. A motion to authorize Mr. Horne to set up a neighborhood meeting to present the system was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to adopt a resolution to authorize the Chairman to sign a Professional Service Agreement with Horne Engineering to be Project Administrator for the grant portion of the **Ichthus Area** project and to authorize the signing by the Chairman for the necessary draw requests and other documents was made by Mr. Hall, seconded by Mr. Haws – approved.

Grantee and line-item description: **Jessamine-South Elkhorn Water District
Sewer System Service to Ichthus Area**

Grant amount \$150,000.

EXHIBIT 1

Grant ID #357N-2007

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: SX21113011 - \$150,000.

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

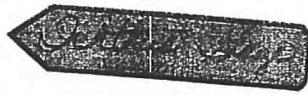
Project administration is an extremely important element of any successful infrastructure project. The Project Administrator will be responsible for assisting the Grantee with procurement of all necessary services and gathering, collating, and presenting all appropriate information necessary for complete 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**





ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113011
Grant ID #: 357N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

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

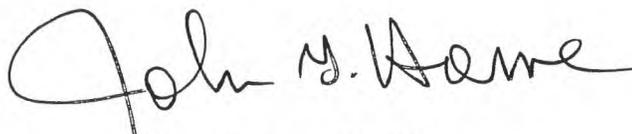
Debby Milton
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Re: Ichthus Stage Area Sewer Project
SX21113011
Grant ID# 357N-2007
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 w/enc.
Nick Strong
Engr/3736
Engr/3935
Corr.

KENTUCKY INFRASTRUCTURE AUTHORITY

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113011

GRANT ID #: 357N-2007

GRANT AMOUNT:: 150,000.00

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

DATE OF AGREEMENT: _____

This Grant Assistance Agreement ("Agreement") is made and entered into this date, _____, 200_, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **150,000.00** 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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: _____

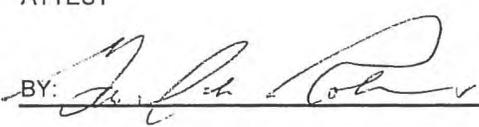
Title: Secretary

Jessamine South Elkhorn Water District

BY:  _____

Title: Chairman

ATTEST

BY:  _____

Title: Secretary

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

BY: _____

EXHIBIT 1

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113011

357N-2007

Jessamine South Elkhorn Water District

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



Clean Water Project Profile

Project Number: **SX21113011**

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**

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

ECH Status: **ENDORSE WITH
CONDITION**

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

ECH SAI: **KY201010081621**

Date Approved (AWMPC): **1/15/2010
12:00:00 AM**

Project Title: **ICHTHUS STAGE AREA SEWER**

Project Description: **THIS PROJECT PROPOSES TO EXTEND THE PROPOSED JESSAMINE/WILMORE EMS SEWER FURTHER EAST TO SERVE THE ICHTHUS STAGE AREA.**

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:

Alternate A:

INSTALL SEPTIC TANK.

Alternate B:

CONSTRUCT PACKAGE TREATMENT PLANT.

Alternate C:

DO NOTHING.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**

Title: **CONSULTING ENGINEER**

Organization: **HORNE ENGINEERING**

Addr. Line 1: **216 SOUTH MAIN STREET**

Addr. Line 2:

City: **NICHOLASVILLE**

State: **KY** Zip: **40356**

Phone: **859-885-9441** Ext: Fax: **859-885-5160**

E-Mail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**

Name: **JOHN G. HORNE**

Addr. Line 1: **216 SOUTH MAIN**

Addr. Line 2:

City: **NICHOLASVILLE** State: **KY** Zip: **40356**

License Status: **CURRENT** Disciplinary Action: **No**

Issue Date: **4/10/1967** Expiration Date: **6/30/2011**

Phone: **859-885-9441** Ext: Fax:

E-Mail:



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$148,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$148,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$148,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$148,000

Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$148,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**

This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID System Name

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 (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

Economic Impacts:

Jobs Created

Jobs Retained

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
------------------	-------	-------------	---------	--------	----------------------	----------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	1,995
					Total Length	1,995

Administrative Components:

- Planning
 Design
 Construction
 Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): 0.000
- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): 0.000
Current treatment volume (MGD): 0.000
Proposed design capacity (MGD): 0.000
- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): 0
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): 1,995
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): 0
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: 0
Number of failing septic systems eliminated: 0
Number of non-failing septic systems eliminated: 0

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

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 replacement of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Energy Efficiency Costs:

Green Infrastructure Costs:

Environmentally Innovative Activities Costs:

Total Green Component Costs: \$0

Profile Status: APPROVED

Approved: 01/15/2010

Revised:

Project Budget: HB 380

SX21113011

Jessamine South Elkhorn Water District

357N-2007

Estimated

Revised

Cost Classification	Amount
1 Administrative Expenses (1)	13,500.00
2 Legal Expenses	1,000.00
3 Land, Appraisals, Easements	0
4 Relocation Expenses & Payments	0
5 Planning (2)	10,000.00
6 Engineering Fees - Design	15,720.00
7 Engineering Fees - Construction	3,930.00
8 Engineering Fees - Inspection	17,550.00
9 Construction	86,800.00
10 Equipment	0
11 Contingency	1,500.00
12 Other	0
Total	\$ 150,000.00

Funding Sources	Amount	Date Committed
1 KIA Grant 357N-2007	\$ 150,000.00	HB 380 (2007)
2		
3		
4		
5		
6		
Total	\$ 150,000.00	

(1) Include Interim Financing

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



Signature

Chairman

Title

1-5-11

Date

RESOLUTION

SX21113011

357N-2007

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 2006-2008 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 Jan 5, 20011.

Jessamine South Elkhorn Water District , (Grantee)

[Signature] (Representative)

Title Secretary

CERTIFICATE

SX21113011

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 Jan 5, 20011; 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 5 day of Jan, 20011.


Secretary/Clerk/Recording Officer

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

Please attach the Schedule(s) of Rates and Charges

SX21113011

357N-2007

Jessamine South Elkhorn Water District

FOR: District's Service Area

P.S.C. NO. 1

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

SHEET NO. 1

CANCELING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

MONTHLY SEWER RATES

FIRST 2,000 Gallons
ALL OVER 2,000 Gallons

\$20.00 Minimum Bill
\$10.00 per 1,000 Gallons

DATE OF ISSUE April 21, 2008

DATE EFFECTIVE February 25, 2008

ISSUED BY L. TRACY

TITLE: CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/25/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dunbar
Executive Director

Issued by authority of an Order of the Public Service Commission of
0036 dated February 25, 2008.

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113011

357N-2007

Jessamine South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
 Jessamine South Elkhorn Water District
 SX21113011

357N-2007

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

2006 GENERAL ASSEMBLY
HOUSE BILL 380

SX21113011

357N-2007

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: _____

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction. _____
- 2 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. _____
- 3 Exhibit 5 - Fully executed Certificate of Completion. _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113011
Grant ID #: 357N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

**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: [Signature]

Engineer: [Signature]

Title: Chairman - JSEWD

Title: President - Horne Engineering, Inc.

Date: 1-5-11

Date: 1-5-11

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 GOVERNMENT
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

November 9, 2010

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

RE: Ichthus Stage Area Sewer
SX21113011
SAI# KY20101008-1621
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.

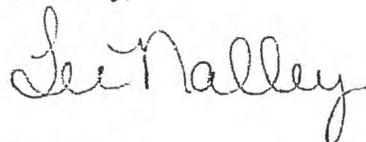
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

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

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
No comments.

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081621 when submitting plans and specifications.

This project proposes to extend the proposed Jessamine/Wilmore EMS sewer further east to serve the Icthus Stage Area.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
no comment

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
no comment

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

MEMORANDUM

To: Board of Commissioners
Jessamine South Elkhorn Water District

From: John G. Horne, PE, PLS
Consulting Engineer

Date: December 29, 2010

Subject: Ichthus/Stonebridge/EMS/COW Archaeology Survey Proposal From Kurt Fiegel

Enclosed, please find a copy of correspondence and the reply proposal from Mr. Kurt Fiegel, wherein he proposes to furnish professional service to complete an archaeological survey of the referenced project for a lump sum fee of \$1,415.00.

As you are familiar from prior projects, this is a requirement resulting from the State Clearing House submittal. It now appears that this is going to be a mandatory requirement on all projects now and in the future.

This office has reviewed Mr. Fiegel's proposals and his references, and do hereby recommend acceptance of his proposal in the lump sum amount of \$1,415.00.

Should you have any questions and/or comments, please feel free to contact me.

JGH/jt

enc.

cc: Glenn T. Smith
Tim Bullock
Engr/3734
Engr/3735
Engr/3736
Engr/3893
Corr.

January 5, 2011

The Board of Commissioners of the Jessamine South Elkhorn **Sewer** Division January 5, 2011, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, J. F. Hall, and John Blackford. John Horne, Bruce Smith, Christopher Horne, Tom Smith, Ron Eldridge and Diana Clark were also present.

There was a review of the Aged Receivables.

There was a discussion on the tap-ons for the **N J Sewer** project. A list of non-responders, problems, vacant lots, etc is being generated and reviewed by Tim and the staff.

Mr. Smith reported on the **Silver Oaks** dispute. There had been changes with their legal counsel. A motion to sign a tolling agreement with a March 4th deadline was made by Mr. Hall, seconded by Mr. Blackford – approved.

Mr. Horne recommended that he and Mr. Smith give notice to the interested parties that the MOUs are now void. A motion to authorize the Chairman to sign the notices was made by Mr. Robinson, seconded by Mr. Blackford – approved.

A motion to approve the KIA grants 355N-2077 (**Jessamine Co EMS Building**), 356N-2007 (**Wilmore Centennial Park**), and 357N-2007 (**Ichthus Area**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to approve the proposal from Kurt Fiegel for archaeological survey services as a requirement for the **Ichthus/Stonebridge/EMS/COW** grants was made by Mr. Hall, seconded by Mr. Robinson – approved.

There was a discussion on the **Bobby Weber** settlement. The original check and agreement were stolen with the truck. Mr. Weber had not signed the agreement.

A contingent motion, based on the proposal, to authorize Ron Eldridge Excavating to install two laterals (443 and 444 Clarence Dr) which were left out of the **N J Sewer** project with the District furnishing the materials and the total cost to be submitted to RD for reimbursement was made by Mr. Blackford, seconded by Mr. Robinson – approved.

There was a brief discussion on the KRS 96.930-938 amendment. Christopher is talking to Bob Damron and it was also suggested that he contact KRWA for any support they could offer.

Mr. Strong reported on the LFUCG tap fees for the **N J Sewer** project. It was suggested that a letter be sent with the calculation based on the original tap fee rate. A motion to send the letter with a check was made by Mr. Haws, seconded by Mr. Hall – approved. Mr. Smith is to check with John Johnson (RD) on the procedure for submitting the tap fees to LFUCG.

The motion to approve December bills and pre-approval of contractual payables was made as a Water item.

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



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

February 22, 2011

Mr. Tom Smith
Jessamine South Elkhorn Water District
802 S. Main Street
Nicholasville, Kentucky 40356

RE: Infrastructure for Economic Development Fund for Non-coal Producing Counties
HB380 – Jessamine South Elkhorn Water District – SX21113011 - \$150,000 _ 257N-2007
Sewer extension to Ichthus Area

Dear Tom:

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

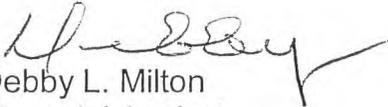
The following items remain outstanding:

- Clearinghouse Comments
- As-Bid Budget
- KIA Adm Fee

The District may request up to 50% of planning and design fees. Remaining funds can be
released once we have the as-bid budget and clearinghouse comments. Please provide
back up invoices with all requests. The KIA adm fee is due upon receipt of the first request
for payment. Once all funds have been drawn, please provide a signed certificate of
completion and final design on CD format.

Thank you for your cooperation and call with any questions.

Sincerely,


Debby L. Milton
Financial Analyst

C: John Horne, Horne Engineering



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: SX21113011

Grant ID: 357N-2007

Ichthus Stage Area Sewer

Administrative Fee: \$750.00

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.

KENTUCKY INFRASTRUCTURE AUTHORITY

2006 GENERAL ASSEMBLY
HOUSE BILL 380

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113011

GRANT ID #: 357N-2007

GRANT AMOUNT:: 150,000.00

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

DATE OF AGREEMENT: 1-10-11

RECEIVED
KENTUCKY INFRASTRUCTURE
AUTHORITY
2011 JAN 10 A 9:38

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 1-10-11, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **150,000.00** 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.

- D. 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

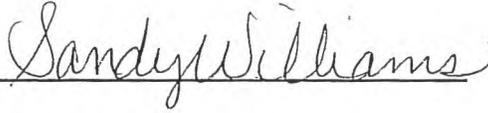
- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed 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: 

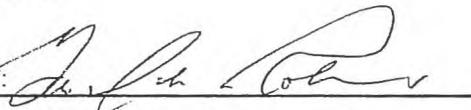
Title: Secretary

Jessamine South Elkhorn Water District

BY: 

Title: Chairman

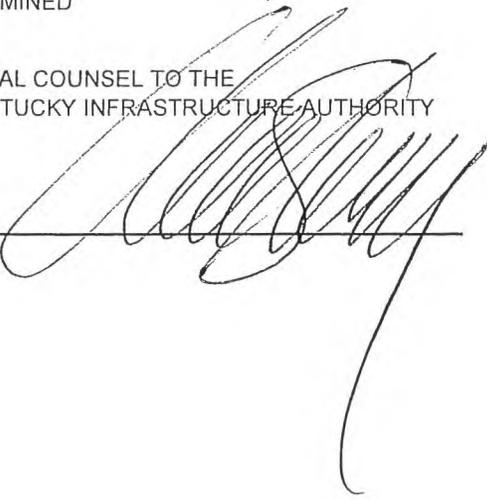
ATTEST

BY: 

Title: Secretary

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

BY: 

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113011

357N-2007

Jessamine South Elkhorn Water District

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



Clean Water Project Profile

Project Number: **SX21113011**

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**

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

ECH Status: **ENDORSE WITH
CONDITION**

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

ECH SAI: **KY201010081621**

Date Approved (AWMPC): **1/15/2010
12:00:00 AM**

Project Title: **ICHTHUS STAGE AREA SEWER**

Project Description: **THIS PROJECT PROPOSES TO EXTEND THE PROPOSED JESSAMINE/WILMORE EMS SEWER FURTHER EAST TO SERVE THE ICHTHUS STAGE AREA.**

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:

Alternate A:

INSTALL SEPTIC TANK.

Alternate B:

CONSTRUCT PACKAGE TREATMENT PLANT.

Alternate C:

DO NOTHING.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**

Title: **CONSULTING ENGINEER**

Organization: **HORNE ENGINEERING**

Addr. Line 1: **216 SOUTH MAIN STREET**

Addr. Line 2:

City: **NICHOLASVILLE**

State: **KY** Zip: **40356**

Phone: **859-885-9441** Ext: Fax: **859-885-5160**

E-Mail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**

Name: **JOHN G. HORNE**

Addr. Line 1: **216 SOUTH MAIN**

Addr. Line 2:

City: **NICHOLASVILLE** State: **KY** Zip: **40356**

License Status: **CURRENT** Disciplinary Action: **No**

Issue Date: **4/10/1967** Expiration Date: **6/30/2011**

Phone: **859-885-9441** Ext: Fax:

E-Mail:



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$148,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$148,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$148,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$148,000
Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$148,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**

This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID **System Name**

Project Ranking by AWMPC:

Regional Ranking(s):

Planning Unit Ranking:

Total Points:

Demographic Impacts (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

Economic Impacts:

Jobs Created

Jobs Retained

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.

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
---------------	-------	-------------	---------	--------	-------------------	-------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	1,995
					Total Length	1,995

Administrative Components:

- Planning
 Design
 Construction
 Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): 0.000
- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): 0.000
Current treatment volume (MGD): 0.000
Proposed design capacity (MGD): 0.000
- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): 0
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): 1,995
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): 0
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: 0
Number of failing septic systems eliminated: 0
Number of non-failing septic systems eliminated: 0

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.



Clean Water Project Profile

SX21113011 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

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 replacement of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Energy Efficiency Costs:

Green Infrastructure Costs:

Environmentally Innovative Activities Costs:

Total Green Component Costs: \$0

Profile Status: APPROVED

Approved: 01/15/2010

Revised:

Project Budget: HB 380

SX21113011

Jessamine South Elkhorn Water District

357N-2007

Estimated

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	13,500.00
2	Legal Expenses	1,000.00
3	Land, Appraisals, Easements	0
4	Relocation Expenses & Payments	0
5	Planning (2)	10,000.00
6	Engineering Fees - Design	15,720.00
7	Engineering Fees - Construction	3,930.00
8	Engineering Fees - Inspection	17,550.00
9	Construction	86,800.00
10	Equipment	0
11	Contingency	1,500.00
12	Other	0
Total		\$ 150,000.00

Funding Sources		Amount	Date Committed
1	KIA Grant 357N-2007	\$ 150,000.00	HB.380(2007)
2			
3			
4			
5			
6			
Total		\$ 150,000.00	

(1) Include Interim Financing

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



Signature

Chairman

Title

1-5-11

Date

RESOLUTION

SX21113011

357N-2007

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 2006-2008 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 Jan 5, 20011.

Jessamine South Elkhorn Water District, (Grantee)

[Signature] (Representative)

Title Secretary

SX21113011

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 Jan 5, 20011; 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 5 day of Jan, 20011.

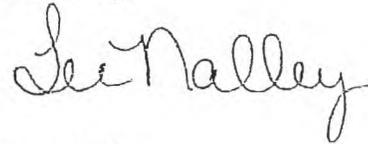


Secretary/Clerk/Recording Officer

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". The signature is written in black ink and is positioned to the right of the typed name.

Lee Nalley
Kentucky State Clearinghouse

Attachments

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
No comments.

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081621 when submitting plans and specifications.

This project proposes to extend the proposed Jessamine/Wilmore EMS sewer further east to serve the Icthus Stage Area.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
no comment

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081621
no comment

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081621

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113011
Grant ID #: 357N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

2011 JAN 10 A 10:03
RECEIVED
KENTUCKY INFRASTRUCTURE AUTHORITY

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

WHEREAS: the Jessamine-South Elkhorn Water District is a public organization, created and operating under the provisions of KRS Chapter 74, and

WHEREAS: the Jessamine-South Elkhorn Water District has under the provision of KRS Chapter 74 and by resolution and ordinances of the Jessamine County Fiscal Court is the public sewer provider for its service territory and other areas of Jessamine County, and

WHEREAS: it is deemed to be in the best public interest and to best help protect the public's health and welfare for the Jessamine-South Elkhorn Water District to install, construct and maintain public sewer systems by utilization of public funds for the following designated project:

SX 21113010
Grant ID: 356N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
City of Wilmore, Centennial Park

NOW THEREFORE, BE IT RESOLVED: that the Jessamine-South Elkhorn Water District Board of Commissioners authorizes the Chairman to execute a contract with Horne Engineering, Inc. to act in the capacity of PROJECT ADMINISTRATOR for the aforementioned project, and further for the Chairman to execute all documents, including request for payment, as required by the Kentucky Infrastructure Authority, or other funding Agencies of the project.



L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

Deana Clark

Motion made by, John Blackford, seconded by J.F. Hall,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@homeeng.com

August 10, 2010

Nick Strong, Chairman
Jessamine South Elkhorn Water District
3520 Keene Road
Nicholasville, KY 40356

Re: Professional Service Agreement
Kentucky Infrastructure Authority
SX 21113010
Grant ID: 356N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
City of Wilmore, Centennial Park

Dear Mr. Strong:

This is a Professional Service Agreement between Jessamine-South Elkhorn Water District, (hereinafter referred to as "JSEWD") and Horne Engineering, Inc. (hereinafter referred to as HEI), whereas HEI shall act on behalf of JSEWD as PROJECT ADMINISTRATOR for the above referenced PROJECT, under the requirement of the Kentucky Infrastructure Authority, (hereinafter referred to as KIA).

Both parties mutually agree that the services provided by HEI are professional in nature and as such, are not required for advertisement or bidding as exempted under KRS 424.260(1). JSEWD agrees to pay HEI the sum of \$9,000 , based on periodic invoices to be billed at the following percentage of completion of the hereinafter phases.

20% Bid Opening
50% Half Point of Construction
90% Punch List Inspection
100% Project Completion

All invoices are due, net 30-days. It is understood that monies paid shall be reimbursed by KIA.

It is mutually understood that either party may terminate this agreement at any time upon thirty (30) day written notice to the other party. In the event of termination, JSEWD shall pay HEI for any unbilled services based on the percentage of completion as of the date of notice. Either party to this agreement, or KIA, may propose amendments to this agreement should the need arise, in which case, the mutually agreed amendment shall be reduced to writing and executed by all concerned parties.

This Agreement shall be in force beginning the last date of signatory and shall remain in force and effect until completion, unless it is otherwise terminated or amended.

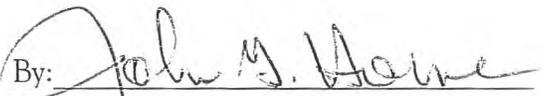
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

By: 

L. Nicholas Strong, Chairman

Date: 8-11-10

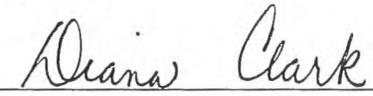
HORNE ENGINEERING, INC.

By: 

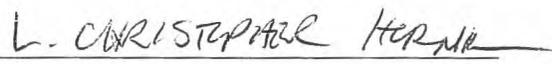
John G. Horne, President

Date: _____

WITNESS:



WITNESS:



KENTUCKY INFRASTRUCTURE AUTHORITY

2006 GENERAL ASSEMBLY
HOUSE BILL 380

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113010
GRANT ID #: 356N-2007
GRANT AMOUNT: \$180,000
GRANTEE: Jessamine-South Elkhorn Water District
DATE OF AGREEMENT: 9-3-08

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, Sept 3, 2008, 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, the 2006 General Assembly included in the Commonwealth's 2006-2008 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 2006-2008 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:

SECTION 1 – DEFINITIONS

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 2006 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 2006-2008 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 \$180,000 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.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

SECTION 8 - MISCELLANEOUS PROVISIONS

- 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

H. 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

ATTEST

By: _____

By: _____

Title: Executive Director

Title: Secretary

Jessamine-South Elkhorn Water District

ATTEST

By: 

By: 

Title: Chairman

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

SX21113010

GRANT ID # 356N-2007

Jessamine-South Elkhorn Water District

KENTUCKY WASTEWATER PROJECT PROFILE

Areas indicated with (*) are required fields.

1. * Project Title (use title which will be identifiable by local community):

Wilmore Centennial Park Sewer

2. * Project Description:

Provide a brief narrative denoting if project relates to source, distribution, treatment, storage

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road, to provide sewer service to the existing facilities of the City of Wilmore Centennial Park.

* Project Descriptor: Extend sewer service to Centennial Park in Wilmore

* WRIS Project Number (PNUM): SX21113010

This number is assigned by an ADD through the respective Area Water Management Planning Council once the project profile is submitted. This number ties each project to mapped/spatial information in the Water Resource Information System (WRIS) without this number AND the required corresponding mapped/spatial information will NOT be accepted.

* Project County: Jessamine

* Is it a multi-county project: Yes No

* Project Submitted By: Bluegrass

* If wastewater project, KPDES#(s):

Available:

- KY0002801
- KY0020001
- KY0020010
- KY0020036
- KY0020044
- KY0020061
- KY0020079
- KY0020087
- KY0020095
- KY0020117

Selected:

None Selected..

Include >

< Remove

* If wastewater collection project, KIMOP#(s)

Available:

Selected:

- KYP000015 ▲
- KYP000032
- KYP000034
- KYP000035
- KYP000036
- KYP000037
- KYP000038
- KYP000039
- KYP000040
- KYP000041 ▼

Include >

< Remove

NEW

OR (atleast one reqd)

3. Legal Applicant

* Legal Applicant: Jessamine South Elkhorn Water D

Wastewater Utility which will own proposed improvements:
(if different from Legal Applicant)

* Organizational Structure: Water District

Authorized Official Information

* First Name: L. Nicholas * Last Name: Strong M.I.:

* Title: Chairman, JSEWD

* Street Address Line 1: 107 South Main Street

Street Address Line 2:

* P.O. Box: 731

* City: Nicholasville * State: KY * Zip: 40356

* County: Jessamine

* Telephone: (859) 881-0589 Ext:

Fax: 859-881-5080

Email:

Contact Person Information

* First Name: John * Last Name: Horne M.I.: G

* Title: Consulting Engineer

* Street Address Line 1: 216 South Main Street

Street Address Line 2:

* P.O. Box: n/a

* City: Nicholasville * State: KY * Zip: 40356

* County: Jessamine

* Telephone: 859-885-9441 Ext:

Fax: 859-885-5160

Email: john@horneeng.com

Project Administrator Information

* First Name: Glenn * Last Name: Smith M.I.: T

Title: Manager, JSEWD

Street Address Line 1: 107 South Main Street

Street Address Line 2:

P.O. Box: n/a

City: Nicholasville State: KY Zip: 40356

County: Jessamine

* Telephone: 859-881-0589 Ext:

Fax: 859-881-5080

Email:

Consulting Engineer Information

* First Name: John * Last Name: Horne M.I.: G

Firm: Horne Engineering

Street Address Line 1: 216 South Main Street

Street Address Line 2:

P.O. Box: n/a

City: Nicholasville State: KY Zip: 40356

County: Jessamine

* Telephone: 859-885-9441 Ext:

Fax: 859-885-5160

Email: john@horneeng.com

4.* Project Type (atleast one required/check all that apply):

- Facilities Planning
- Sewer System Evaluation Survey Report
- Design
- Construction
- Management

5. Project Alternatives: Please list a minimum of three:

- a.* Install septic tank.
- b.* Construct package treatment plant.
- c.* Do nothing.

6. Special Impact(s) of Proposed Wastewater Project:

- a.* New service/improve service to unserved underserved household:
- b. Number of new jobs: Number of retained jobs:
- c. Other beneficial technical, managerial, fiscal impacts: (20 words or less)
- d.* Does proposed activity relate to public health protection emergency: Yes No
- e.* Does project involve regionalization: Yes No
- f. Number of systems affected/involved:

7.* Median Household Income of Service Area:

\$

8.* Project Start Schedule:

- Years 0-2 Years 3-10 Years 11-20

9. Estimated Funding Sources:

* Estimated Local Funding Amount \$

* Estimated Other Funding Amount (all sources) \$

Total Estimated Project Cost \$

10. Project Data - Wastewater (complete all items which apply to this discrete project)

- a.* Is project related to modifications to treatment plant? Yes No
- b.* Is project related to new collector sewer construction? Yes No
 Total linear feet
- c.* Is project related to new interceptor sewer construction? Yes No

d.* Is project related to sewer rehab? Yes No

e. Number of lift stations required

f. Management (describe)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering, and legal services are provided by contract.

g.* Does your agency currently provide sewer service Yes No

TABLE 1: COST

Category						
Secondary Treatment	Advanced Treatment	I/I Removal	Sewer Rehab	Collector Sewers	Interceptor Sewers	Combine Sewer Overf
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="180000"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

Should be equal to Estimated Project Cost (q. 9)

Estimated Project Cost: \$
 Allocated: \$
 Remaining Funds: \$

TABLE 2: NEEDS

Public Health Concerns as a results of this Project

Number of Raw Sewage Discharges Eliminated	Number of Failing Septic Systems Eliminated	Septic Systems to be Eliminated	Total No. of WWTPs to be Eliminated
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

KPDES No.	Name of Plant Eliminated	Average Design Flow (MGD)
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>

		0
--	--	---

* Date Project was approved by the Area Water Management Planning Council: 04/21/2006

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
SX21113010
Jessamine-South Elkhorn Water District
GRANT ID# 356N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
	Total	

Funding Sources		Amount	Date Committed
1			
2			
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

9-3-08

 Date

EXHIBIT 2

RESOLUTION
SX21113010

GRANT ID # 356N-2007

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 2006-2008 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 Chairman 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 Nick 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 Sept 3, 2008.

Jessamine-South Elkhorn Water District, (Grantee)

L. T. Strong, (Representative)

Title Chairman

CERTIFICATE

SX21113010

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 Sept 3, 2008; 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 3 day of Sept, 2008.


Secretary/Clerk/Recording Officer

EXHIBIT 3

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

Please attach the Schedule(s) of Rates and Charges

SX21113010

GRANT ID # 356N-2007

Jessamine-South Elkhorn Water District

EXHIBIT 4

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113010

GRANT ID # 356N-2007

Jessamine-South Elkhorn Water District

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 380
Jessamine-South Elkhorn Water District
SX21113010
GRANT ID# 356N-2007

Estimated

As Bid

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
Total		

Funding Sources		Amount	Date Committed
1			
2			
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

9-3-08

 Date

EXHIBIT 5

CERTIFICATE OF COMPLETION

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

SX21113010

GRANT ID # 356N-2007

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: _____

ATTACHMENT A

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction _____
- 2 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 _____
- 3 Exhibit 5 - Fully executed Certificate of Completion _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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

ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113010
GRANT ID#: 356N-2007
Jessamine-South Elkhorn Water District

Grantee Information:

Water Utility:
Address: P.O. Box 731
City: Nicholasville State: Ky Zip: 40356
Telephone: 859/881-0589 Contact: Diana Clark
E-mail address: jessamine south @windstream.net
Federal I.D. #: [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N. Main St Phone No: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit / ABA No.: [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 9-5-08
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

ATTACHMENT C

FEEES 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 \$180,000,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$180,000,000,000 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	<u></u>	ENGINEER	_____
TITLE	<u>Chairman</u>	TITLE	_____
DATE	<u>9-3-08</u>	DATE	_____

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

REQUIRED EXHIBITS – CHECKLIST

STEP 1, Before Project is Bid:

1. Executed Grant Assistance Agreement _____
2. Assignment & Assumption Agreement or Interlocal Agreement (if applicable) _____
3. Exhibit 1 - Project Profile and Estimated Project Budget _____
4. Exhibit 2 - Resolution _____
5. Exhibit 3 - Opinion of Legal Counsel re Agreement Execution _____
6. Exhibit 4 - Statement of Agreement re KUSOA & Cost-based Rates _____
7. Schedule of Current (and proposed if applicable) Rates and Charges _____
8. State Applicator Identifier # (SAI) assigned to project prior to Clearinghouse Endorsement _____
9. Exhibit 6 - Application for Electronic Transfer of Funds _____

STEP 2, After Project is Bid:

- Exhibit 1 - Revised Project Budget based on Project Bids _____
2. Exhibit 5 - Opinion of Legal Counsel re Agreement Obligations _____
3. Exhibit 7 – Additional Covenants and Agreements (if applicable) _____
4. Other Funding Commitment (if applicable) _____
5. Exhibit 10 - To be included in Engineering Contract _____
6. Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

1. 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) to be submitted within 3 months of initiation of construction _____
2. 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 _____
3. Exhibit 9 - Fully executed Certificate of Completion _____

PROCEDURES FOR SUBMITTING THE GRANT ASSISTANCE AGREEMENT

Please submit to KIA a signed Grant Application Package complete with all Exhibits required for Step 1, Before Project is Bid. Completion of Step 1 requirements means that the project can be processed for submission to the Capital Projects and Bond Oversight Committee (CPBOC), and the grantee is then eligible to draw a portion of any funds budgeted for planning and design. Remaining funds would not be released until all the Exhibits for Step 2, After Project is Bid, have been submitted. A **Required Exhibits Checklist** is attached, clearly indicating the documents that we are asking you to assemble. Processing cannot move forward unless the information is received in its entirety.

KIA will not commit to process documents that are received after the cut off date of **one month prior to the scheduled date of the committee meeting**.

The CPBOC normally meets on the third Tuesday of each month. The Legislative Research Commission requires KIA to submit projects for review two weeks and one day before the meeting date. In order for our staff to verify information and properly perform the required review and executive summary, we need at least two weeks (ten working days) to complete the review and prepare the project for presentation to the Committee. Should an unusually large number of projects be received for one particular meeting date, it may not be possible to review all of them by the deadline.

As an example, assuming that the October meeting takes place on the third Tuesday of the month, the scheduled date of the meeting will be October 17. All those wishing to have projects presented for review at the meeting must submit the completed Assistance Agreement Packet one month prior to that date, by September 17. That will allow the two weeks that our staff needs to complete preparation to submit the project to the committee staff by the deadline set for us, Monday, October 2.

Please be aware that when the General Assembly is in session, committee meetings may not always be held on their regularly scheduled dates. In order to verify the date of an upcoming meeting, you may access the Capital Projects and Bond Oversight Committee's Web site at:

<http://www.lrc.ky.gov/Statcomm/CPBOC/homepage.htm>.

These procedures are intended to streamline and improve KIA's quality of service. If you have questions regarding the policies or how they might affect your projects, please contact KIA staff at 502-573-0260.

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



Bluegrass Area Development District

Water & Wastewater Preliminary Project Profile

Instructions: Please complete and return by fax to the Bluegrass ADD, (attn. Don Hassall or Matt Belcher); (859) 269-7917. You may also return by mail to the address below:

**Bluegrass ADD
Attn. Don Hassall/Matt Belcher
699 Perimeter Drive
Lexington, Kentucky 40517**

Please include a map (both in hard copy and digital form) with this preliminary profile. You may e-mail your digital map to Matt Belcher at mbelcher@bgadd.org or Jeff Levy at jeffl@bgadd.org. Note that no project profile will be processed without a map.

Please print or type. For more space, use additional sheets.

Proposed Project Information

SX 211 13010

1. Project Title (please use a title which will be identifiable by your local community).

Wilmore Centennial Park Sewer

2. Project Description (please provide a brief narrative denoting if the project relates to source, distribution, treatment, storage, or other). (100-word limit)

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to east of Harrodsburg Road, to provide sewer service to the existing facilities of the City of Wilmore Centennial Park

3. Project Descriptor (please provide a short sentence summarizing the project, for report purposes).

Extend sewer service to Centennial Park in the City of Wilmore

4. Is this project a multi-county project? ____ Yes X No

5. Project County (if project is taking place in multiple counties, please say so and indicate, by listing first, the county you want the project reported under).

N/A

6. **(For wastewater projects only).** What is your KPDES #? If project will establish a new KPDES #, write NEW.

N/A

7. **(For wastewater collection projects only).** What is your KIMOP #? If project will establish a new KIMOP, write NEW.

NEW

8. Legal Applicant (please indicate who is actually applying for the project).

Jessamine South Elkhorn Water District

9. Water or Wastewater Utility that will own the proposed project or improvements (if different than Legal Applicant).

10. Organizational Structure of the applying entity (Check **ONE** of the following)

<input type="checkbox"/> Municipality	<input type="checkbox"/> Private, not for profit	<input type="checkbox"/> Federal
<input checked="" type="checkbox"/> Water District	<input type="checkbox"/> Private, for profit	<input type="checkbox"/> Area Development District
<input type="checkbox"/> Sanitation District	<input type="checkbox"/> State	

Personnel & Contact Information

11. Authorized Official Information

Full Name: L. Nicholas Strong
Title: Chairman – Jessamine South Elkhorn Water District
Street Address: 107 S. Main Street

P.O. Box: 731
City: Nicholasville State: KY Zip 40356
County: Jessamine
Telephone: (859) 881-0589 Ext. _____
Fax: (859) 881-5080
E-mail: _____

12. Contact Person Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**

P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

13. Project Administrator Information

Full Name: **Glenn T. Smith**
Title: **Manager - Jessamine South Elkhorn Water District**
Street Address **107 S. Main Street**

P.O. Box: **731**
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 881-0589** Ext. _____
Fax: **(859) 881-5080**
E-mail: _____

14. Consulting Engineer Information

Full Name: **John G. Horne, PE, PLS**
Title: **Consulting Engineer**
Street Address **216 S. Main Street**

P.O. Box:
City: **Nicholasville** State: **KY** Zip **40356**
County: **Jessamine**
Telephone: **(859) 885-9441** Ext. _____
Fax: **(859) 885-5160**
E-mail: **john@horneeng.com**

Project Specifics & Financial Planning

15. Project Type (at least ONE required, but check ALL that apply)

- Planning
 Facilities Planning
 Sewer System Evaluation Survey Report
 Management
 Construction

Design

Other (please describe below)

16. Project Alternatives; for example, what could be done to correct the problem if this project was not done? (Please list a minimum of three).

Alternative A

Install Septic Tank

Alternative B

Construct Package Treatment Plant

Alternative C

Do nothing

17. Special impact(s) of proposed project:

- a. New service/improve service to currently 5000 Unserved and/or _____ underserved households
- b. Number of new jobs created: 0 and/or number of retained jobs: 5
- c. Other beneficial technical, managerial, fiscal impacts: (50-word limit)

The unserved number is the estimated population use of the existing park facility

- a. Does the proposed project relate to public health protection emergency? Yes No
- b. Does the proposed project involve regionalization? Yes No
- c. Number of utility systems affected/involved: Two

18. Median Household Income of Service Area 40,096 (You may use data provided below).

Median household income (Source: Kentucky Data Center).

USA	\$41,994	Garrard	\$34,284
KY	\$33,672	Harrison	\$36,210
Regional	\$37,817	Jessamine	\$40,096
Anderson	\$45,433	Lincoln	\$26,542
Bourbon	\$35,038	Madison	\$32,861
Boyle	\$35,241	Mercer	\$35,555
Clark	\$39,946	Nicholas	\$29,886
Estill	\$23,318	Powell	\$25,515
Fayette	\$39,813	Scott	\$47,081
Franklin	\$40,011	Woodford	\$49,491

19. Project Start Schedule: Years 0-2 Years 3-10 Years 11-20

20. Estimated Funding Sources:

- a. Estimated Local Funding Amount \$ 0
- b. Estimated Funding Amount Requested from KIA \$180,000
- c. Estimated Other Funding Amount (all other sources) \$ 0

21. Total Estimated Project Cost \$180,000

22. Project Data—**Wastewater** projects **ONLY**. If not wastewater, skip to question 23.
(Complete all items that apply to your particular project).

- a. Is this project related to modifications to a treatment plant? Yes No
If yes, the current treatment capacity is _____ mgd, current treatment volume is _____ mgd, and the treatment design capacity after the project will be _____ mgd.
- b. Is this project related to new collector sewer construction? Yes No
If yes, total linear feet 2,000
- c. Is this project related to new interceptor sewer construction? Yes No
If yes, total linear feet _____
- d. Is this project related to sewer rehabilitation? Yes No
If yes, total linear feet _____
- e. Number of lift stations required Zero

f. Please describe the management of the wastewater utility. (50-word limit)

The Jessamine South Elkhorn Water District is governed by a five (5) member Board of Commissioners, with a full-time management staff. Maintenance, engineering and legal services are provided by contract

g. Does your agency currently provide sewer service? _____ Yes No

If yes, please describe _____

h. Cost estimates

Category	Cost
Secondary Treatment	N/A
Advanced Treatment	N/A
I/I Removal	N/A
Sewer Rehab	N/A
Collector Sewers	\$180,000
Interceptor Sewers	N/A
Combined Sewer Overflows	N/A
NPS Urban	N/A
Estimated Project Cost	\$180,000
Allocated	-0-
Remaining Funds	\$180,000

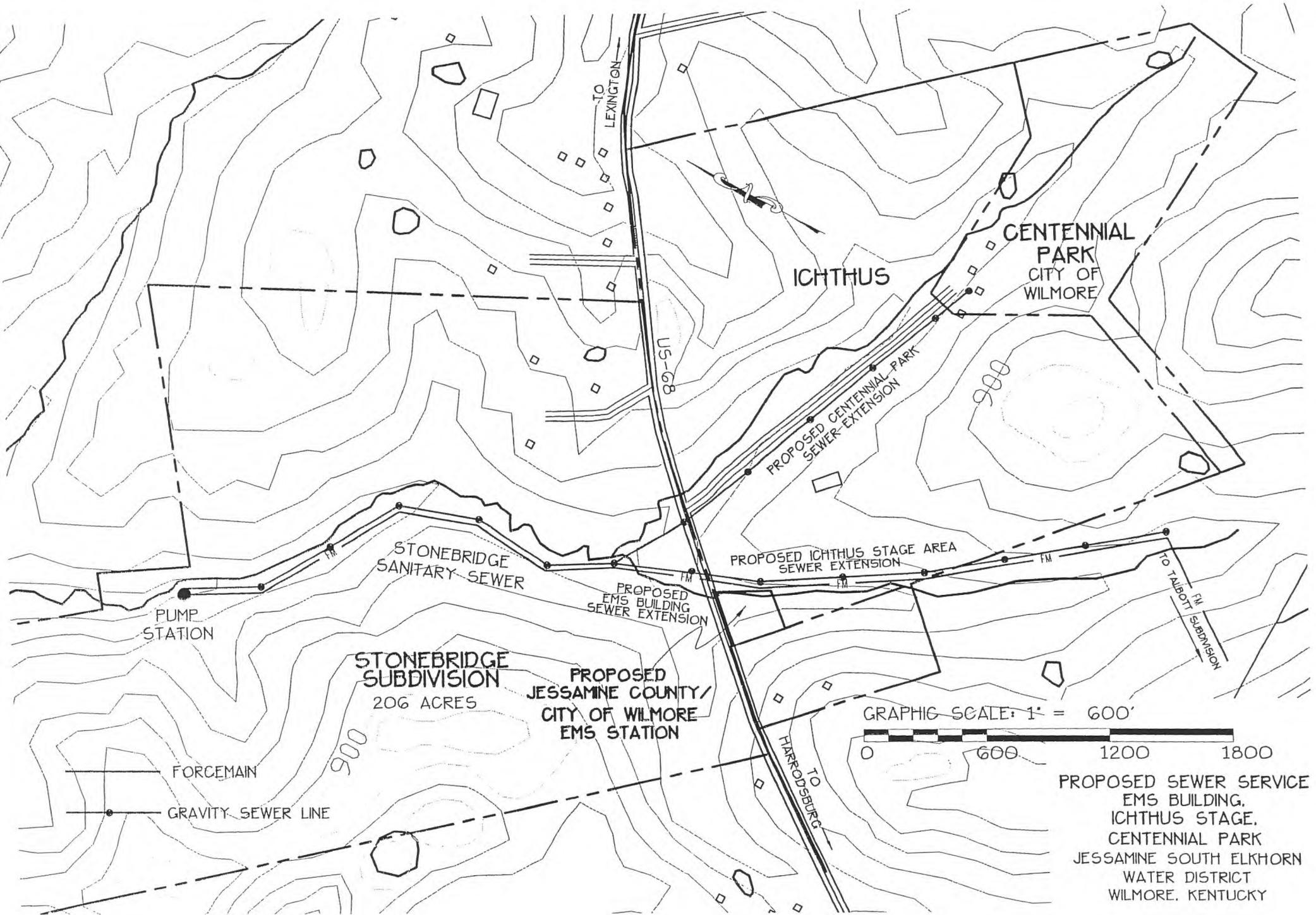
i. Sewer needs assessment

Number of raw sewage dischargers eliminated	0
Number of septic systems eliminated	0
Total number of wastewater treatment plants to be eliminated	0
Total average design flow from eliminated wastewater treatment plants (mgd)	0

Name of wastewater treatment plants eliminated	KPDES No.	Average design flow
N/A		mgd
		mgd
		mgd
		mgd

k. Other important information pertaining to the proposed project. (30-word limit)

This proposed extension will not only serve the needs of the Emergency Medical Service and the City of Wilmore Fire Department facility, but will provide future sewer service to the area.



Diana Clark

From: "Hellard, Amy (KIA)" <Amy.Hellard@ky.gov>
To: <jessaminesouth@alltel.net>
Cc: "Anderson, Suzanne (KIA)" <Suzanne.Anderson@ky.gov>; "Milton, Debby (KIA)" <Debby.Milton@ky.gov>; "Potter, Robert (KIA)" <Robert.Potter@ky.gov>
Sent: Monday, November 27, 2006 9:17 AM
Attach: JessamineSouthElkhornWD-SX21113009-355N-GAA.doc; JessamineSouthElkhornWD-SX21113010-356N-GAA.doc; JessamineSouthElkhornWD-SX21113011-357N-GAA.doc; SX21113009_355N-2007.pdf; SX21113010_356N-2007.pdf; SX21113011_357N-2007.pdf; Req for Pymt Form.xls
Subject: KIA-07 GAA Jessamine South Elkhorn Water District (3GAA)

RE: Kentucky Infrastructure Authority

2006 General Assembly

House Bill 380

GRANT ASSISTANCE AGREEMENT

As the designated Project Administrator for your project(s), you will be working closely with the Kentucky Infrastructure Authority (the Authority) to assure that all grant documentation is completed in a timely manner.

Attached is the Grant Assistance Agreement (the Agreement), which details all requirements for securing funds for the project(s). Use the document in the format presented. If you have any problems opening and/or reading any part of the document, contact the Authority office immediately for assistance. The Agreement can be sent to you by mail or fax if you have difficulties opening or reading the document.

For your convenience the Draw Request Form (Attachment D) of the Agreement is included as an Excel spreadsheet. This spreadsheet was designed in an attempt to simplify the preparation of the Draw Request Form by performing many of the calculations necessary to complete the form. The form was also redesigned in an attempt to streamline the review process. Additional information is being requested to help eliminate questions that arise as draws are reviewed by Authority staff. This should help eliminate delays in processing draws and as a result eliminate delays in the grantees receiving funds. You may use the electronic format or you may prepare the form manually, whichever works best for you.

Should you choose to use the spreadsheet Form save the file on your computer. To use the Form spreadsheet your computer must be set up to allow macros since many of the functions of the spreadsheet are performed by macros. For the macros to run the macro security must be set to Medium. To accomplish this when Excel is open select Tool on the menu, then select Macro from the drop down menu, from the next menu select Security which will open a Dialogue Box. When the Dialogue Box opens on the Security Level tab select Medium then click the OK button to complete the change. When opening the document a dialogue box will open select Enable Marcos and then follow the instructions in the spreadsheet. Once you change the security settings anytime the Macro Dialogue Box opens when you open a spreadsheet only select Enable Macros when you know with certainty who sent you the spreadsheet.

The entity listed as Grantee in the Agreement is the name of the Grantee as specified in the Conference Budget Report of the 2006 General Assembly. If the grant will be assumed by a Sub-grantee to carry out the project, you will need to execute a Grant Assumption and Assignment Agreement with that entity. The Assumption and Assignment Agreement will transfer responsibility for completing the project and administering the funds.

11/27/2006

Please submit a hard copy of the Agreement with an original signature to the Authority complete with all Exhibits required for Step 1 - Before Project is Bid. Completion of Step 1 requirements means that the project can be processed for submission to the Capital Projects and Bond Oversight Committee (CPBOC), and the grantee is eligible to draw a portion of any funds budgeted for planning and design. Review by this committee, which meets monthly, is required before funds can be released. An invoice for the administrative fee will be sent to you at that time for an amount equal to 1/2 of 1% of the principal amount of the Grant. Receipt of the invoice will be notification that the project has been submitted to the Committee for review and that the administrative fee will be due and payable on the date the initial Request for Payment and Project Status Report is submitted to the Authority. Remaining funds can be disbursed once all items have been submitted for Step 2 - After Project is Bid.

A checklist of the requirements is attached with the Agreement Package, clearly indicating the documents that we are asking you to assemble.

Please take time to read through the entire Agreement before completing and if you have any questions do not hesitate to contact the Authority at (502) 573-0260.

<<JessamineSouthElkhornWD-SX21113009-355N-GAA.doc>> <<JessamineSouthElkhornWD-SX21113010-356N-GAA.doc>> <<JessamineSouthElkhornWD-SX21113011-357N-GAA.doc>> <<SX21113009_355N-2007.pdf>> <<SX21113010_356N-2007.pdf>> <<SX21113011_357N-2007.pdf>> <<Req for Pymt Form.xls>>

Amy Hellard
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
(502) 573-0260
(502) 573-0157 fax
kia.ky.gov

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From: "David Ewen" <ewen@bgadd.org> 
Date: 2007/10/22 Mon PM 03:58:43 EDT
To: "Clark, Diana" <jessaminesouth@windstream.net>
Subject: JSEWD KIA projectsd

Hi Diana—

Please know that KIA has asked our assistance in updating their project files. In that regard, please refer to the attachment listing four of your project not administered by the BGADD.

Would you please verify the listed data and comment on the status of these four projects...ie: on schedule, will advertise for bid 2 months, etc.

Also, specifically:

SX21113009: date grant agreement submitted; date resolution submitted; date clearinghouse submitted; date certificate of funding (if applicable); expected bid date; status.

SX21113010: date grant agreement submitted; date resolution submitted; date clearinghouse submitted; date certificate of funding (if applicable); expected bid date; status.

SX21113001: date grant agreement submitted; date resolution submitted; date clearinghouse submitted; date certificate of funding (if applicable); expected bid date; status.

SX21113004: date grant agreement submitted; date resolution submitted; date clearinghouse submitted; date certificate of funding (if applicable); expected bid date; status.

Thanks very much for your help. Talk to you soon.

Dave

David A. Ewen, MUPP, MBA

Chief, Public Administration Services

Bluegrass Area Development District

699 Perimeter Drive

Lexington, KY 40517

Ph: (859) 269-8021

Fax: (859) 269-7917

email: ewen@bgadd.org

Download Attachment: JSEWD KIA.xls

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John Covington

KENTUCKY INFRASTRUCTURE AUTHORITY

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

Jody E. Hughes
Executive Director

Ernie Fletcher
Governor

"Comm. not a good idea" because not ~~around~~ around all the time
full time employee
goffer position

June 19, 2006

Ms. Diana Clark
107 South Main Street
Nicholasville, KY 40356

RE: Jessamine-South Elkhorn Water District - Sewer Service to Centennial Park (HB 55
Grant Award in the amount of \$180,000

Dear Ms. Clark:

Congratulations on the grant you received from Governor Ernie Fletcher and the General Assembly of the Commonwealth of Kentucky awarded during the 2006 Legislative Session of the General Assembly. The Kentucky Infrastructure Authority (KIA) is pleased to have been designated as the agency for administration of these infrastructure project grants.

Bonds to support these grant funds cannot be sold until after January 1, 2007. Once grant funds are available, no funds can be released until your project meets all grant requirements, is reviewed by Capital Projects and Bond Oversight Committee and has a fully executed grant assistance agreement. Detailed project requirements are outlined in the grant assistance agreement and will be provided to your project administrator.

Please designate your project administrator on Exhibit 1. The project administrator will work with KIA and be responsible for completion of all of the grant documentation and requirements. Your project administrator will be responsible for coordinating proper procurement of all necessary contracts and for completing all requirements of the grant. Please be assured that you will be copied on all essential correspondence and consulted on all decisions regarding your grant.

Your grant funds must be used for the project as identified in the 2006-2008 Biennial Budget of the Commonwealth and as listed above. If your grant award is not linked to a project profile with a WX or SX number, it is critical that you work with your Area Water Management Council through your Area Development District to get a project number designated. Grant assistance agreements will not be forwarded to the project administrator until we receive your project's SX or WX number as identified in **Exhibit 2.**

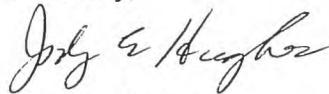


Page 2
June 19, 2006

Please fill out the attached Exhibits and return to KIA no later than December 31, 2006. Once we receive your designation for project administrator, we will contact that person regarding the next step in completing requirements for receipt of your grant funds.

Again, we are pleased to be a part of this important effort to improve infrastructure for citizens throughout the Commonwealth. We pledge our full cooperation and look forward to working with you and your project administrator in the coming months.

Sincerely,



Jody E. Hughes
Executive Director

Attachments

c: Anthony Statton, Chair, Area Water Management Planning Council, Bluegrass ADD
Don Hassall, Water Service Coordinator, Bluegrass

Jessamine-South Elkhorn Water District - Sewer Service to Centennial Park (HB 55)
\$180,000

EXHIBIT 1

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT ADMINISTRATOR

(Please print or type)

Name: Diana Clark

Company or Organization: Jessamine South Elkhorn Water District

Address: 107 S. Main St, Nicholasville, Ky 40356

P.O. Box: P.O. Box 731, Nicholasville, Ky 40340

City/State/Zip: _____

Phone (include area code): 859/881-0589

Fax (include area code): 859/881-5080

E-mail (please print large): jessaminesouth@alltel.net

WX/SX NUMBER: SX 21113010

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

JFK 9-3-06



EXHIBIT 2

Please check one of the following:

- IEDF Coal
- IEDF Non-Coal
- Community Development Project
- Coal Severance Tax Project
- Other (Please Identify)

DESIGNATION OF PROJECT NUMBER

(Please print or type)

Please check the correct box and fill in the appropriate information:

- My grant award will be used for one project. The WX or SX number is listed below.

WX/SX NUMBER: SX 21113010

- My grant award will be used for one project. The WX or SX number has not yet been identified. The project administrator will be responsible for submitting this information to KIA after coordinating with the Area Water Management Council.

- My grant award will be used for more than one project. The WX or SX numbers are listed below.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

- My grant award will be used for more than one project. If any WX or SX number(s) have been identified, they are listed below. The WX or SX number(s) that have not yet been identified will be provided to KIA by the project administrator after coordinating with the Area Water Management Council.

WX/SX NUMBER: _____ Grant \$ Allocated: _____

WX/SX NUMBER: _____ Grant \$ Allocated: _____

Remaining Grant Unallocated to Project(s): _____

- Other: _____

Horne Engineering, Inc.

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

ENGINEERS • LAND SURVEYORS • PLANNERS
email@horneeng.com

MEMORANDUM

To: Board of Commissioners
Jessamine South Elkhorn Water District

From: John G. Horne PE, PLS 
Consulting Engineer

Date: May 2, 2006

Subject: Sanitary Sewer Service North Wilmore Area, Jessamine South Elkhorn Water District

Attached is a copy of a letter of response from Mr. Alan A. Bryan, PE, Project Manager, GRW Engineers, Inc., pertaining to the sewer study of the Stonebridge/ Ichthus area which this firm completed. Although Mr. Bryan discusses several points regarding the planning and future growth within this study area, I believe his conclusions are adequately stated in the concluding paragraph, which concludes that the system as proposed would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore park, and the EMS Station.

He does recommend, and we do concur, that odor control should be utilized with this pump station. I believe that it will continually be our position that any pump station owned and operated by the District should require odor control. For that reason, you may wish to consider adoption of a policy requiring same for all future pump stations.

JGH/jt
enc.

cc: Glenn T. Smith
Tugger, LLC
Bruce E. Smith
Engr/3713
Engr/3601
Corr.



801 Corporate Drive
Lexington, KY 40503
Tel 859 / 223-3999
Fax 859 / 223-8917

GRW Engineers, Inc.

Engineering
Architecture
Planning
GIS
Aviation Consultants

Arlington, TN
Cincinnati, OH
Indianapolis, IN
Knoxville, TN
Louisville, KY
Nashville, TN

April 20, 2006

COPY

Mr. David J. Carlstedt
Utilities Superintendent
City of Wilmore
335 East Main Street
Wilmore, KY 40390

Re: North Wilmore Area
Sanitary Sewer Study
City of Wilmore
GRW Project No. 1221-46

Dear Mr. Carlstedt:

At your request I have reviewed the sanitary sewer study for the North Wilmore area as prepared by Horne Engineering, Inc. The design suggests that the Stonebridge development and Ichthus property (including the City of Wilmore's Park and the EMS Station) could be served by a 220 gpm pump station with a 6-inch force main that is approximately 6,680 liner feet long. The area of concern with this is that the sewage generated would have a long resident time in the wet well and the force main, resulting in possible odor problems at the discharge point near the end of Kinlaw Drive. Some of the reasons for the long resident time of the sewage are due to the regulatory agencies requirements for conservative capacity designs. These design requirements cannot be avoided. However a solution to the concern for odor control is the addition of chemicals at the pump station wet well. Different types of chemicals can be used to reduce, sequester or oxidize many odor causing compounds. I would recommend that a chemical like Bioxide be utilized to aid in the odor control of the force main discharge.

The current study's design calls for a 6-inch force main, which would have a capacity of approximately 9,800 gallons. A 220 gpm pump would have to run for 45 minutes to move the sewage from the wet well to the discharge point. At this time the study's design indicates that the pump run time would be 1.71 minutes. This would take 27 starts of the pumps to get the sewage all the way through the force main. The questionable part in the operation of the pump station, as is with any pump station, how long does it take for the sewage to fill the wet well before the pumps come on? How long will it take for the pump to have 27 starts? There are many factors that contribute to the inflow rate of the wet well. Factors like the time of day that water is used by the customers or how many months before enough of the units are built to meet the design flow rates. These are all questionable factors that affect long resident times of sewage in a wet well.

The other area of concern is designing the pump station to handle all of the future flows for the study areas entire drainage basin. The pump station itself probably should be cast in modular, rectangular units with knock outs in the wet well basin to accommodate expansion with the growth of the study area.



Mr. Dave Carlstedt

Page 2

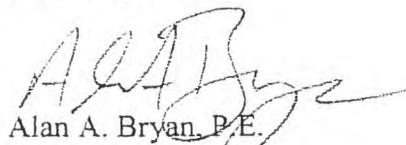
April 20, 2006

The problem areas that I have concerns with are the ultimate flow rate, the future sizing of the force main, and the current limitations of the existing sewer system at the discharge point near Kinlaw Drive. In the sewer study, it indicates that the fully developed watershed's average flow rate would be 346 gpm. A peaking factor of approximately 3.9 would be used to size the pumps resulting in 1350 gpm. This would require the maximum capacity of the 6-inch force main and an additional 10-inch force main to handle all of the flow. These concerns are overshadowed by the capacity limitations in the existing sewer system. The existing sewer system at the connection point (Kinlaw Drive) is a network of 8-inch gravity lines that eventually work their way down to a 12-inch main near Bellvue Avenue. An 8-inch gravity sewer main laid at minimum slope can handle 340 gpm (at 75% full) and a 12-inch gravity sewer main laid at minimum slope can handle 1,000 gpm (at 75% full). Further study of the existing system would need to be done to identify the actual limitations. Also discharging into this existing 8-inch system is the Wesley Village pump station and the Talbott subdivision pump station. This leads me to believe that the proposed pump station in the study designed at 220 gpm is the maximum that can be put into the existing system. Any increases in the discharge flow rates would require some upgrading of the existing system to accommodate the estimated flows. It is possible that the future force main addition would have to be routed to another area of the system for discharge.

In short, I believe that a 220 gpm pump station would be adequate to serve the Stonebridge Subdivision, the Ichthus property, the City of Wilmore's Park, and the EMS Station. The station should be designed to accommodate the addition of a chemical to treat the odor problems that would be experienced at the discharge point in the existing system. Also, the pump station wet well should utilize a modular construction in order to easily be expanded as the drainage area grows.

If you should have any questions please give me a call.

Very truly yours,


Alan A. Bryan, P.E.
Project Manager

Minutes
August 6, 2008
Page 2

A motion to authorize the signing of the Site Specific Agreement for White Reach (**Cracker Barrel**) was made by Mr. Robinson, seconded by Mr. Blackford - approved

A motion to authorize the signing of the Site Specific Agreement for Collins Group (**Man O War Ford**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

There was a discussion on the tap-on for **Cracker Barrel**. Mr. Horne stated that a tap-on should not be allowed until an SSA is signed and the main lines are completed and conveyed to the District. The sewer permit fee will not be collected until the conveyance of the lines.

Mr. Horne presented a **sewer adjustment tariff**. All nonrecurring usage requests must be submitted on the approved form by the customer and reviewed and approved by the Board. There is no limit as to how many requests an individual customer may submit; however, the request must be made monthly. A motion to authorize the submittal of the tariff to PSC was made by Mr. Haws, seconded by Mr. Hall – approved.

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

Mr. Smith reported that David Beer was in the sewer service area and would be allowed to tap-on under certain conditions.

There was a discussion on the signing of a MOU between JSEWD and District #1.

Christopher suggested that one key operate all of the deadbolts and one key operate all of the padlocks within the District.

There was a discussion on several items with the **Keene Manor** drip system. (1) John Peel's contract has not been renewed as of this date. At this time Mr. Peel is charging additional charges for the installation of the individual systems; however, the contract amount will be paid for these installations. Mr. Strong suggested charging \$500 over the contract cost of installation. The Board agreed that the full amount of the installation would have to be paid up front before the permit is pulled. Any additional charges would have to be agreed upon before the installation. (2) BEJA is charging a monthly fee for undeveloped lots as well as system inspections. The inspection charge and monthly lot fee to the customer is covered under the \$500 charge.

A motion to authorize the signing of the **Wilmore Centennial Park Sewer** grant agreement was made by Mr. Hall, seconded by Mr. Haws – approved.

A motion to authorize the signing of the **Ichthus Stage Area Sewer** grant agreement was made by Mr. Haws, seconded by Mr. Hall – approved.

A motion to authorize the signing of the **Jessamine/Wilmore EMS Building Sewer** grant agreement was made by Mr. Robinson, seconded by Mr. Hall – approved.

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

RESOLUTION
OF
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

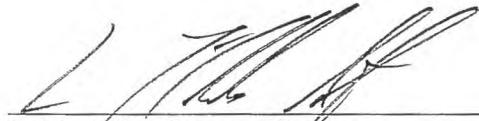
WHEREAS: the Jessamine-South Elkhorn Water District is a public organization, created and operating under the provisions of KRS Chapter 74, and

WHEREAS: the Jessamine-South Elkhorn Water District has under the provision of KRS Chapter 74 and by resolution and ordinances of the Jessamine County Fiscal Court is the public sewer provider for its service territory and other areas of Jessamine County, and

WHEREAS: it is deemed to be in the best public interest and to best help protect the public's health and welfare for the Jessamine-South Elkhorn Water District to install, construct and maintain public sewer systems by utilization of public funds for the following designated project:

SX 21113010
Grant ID: 356N-2007
Jessamine-South Elkhorn Water District
Sewer System Services
City of Wilmore, Centennial Park

NOW THEREFORE, BE IT RESOLVED: that the Jessamine-South Elkhorn Water District Board of Commissioners authorizes the Chairman to execute a contract with Horne Engineering, Inc. to act in the capacity of PROJECT ADMINISTRATOR for the aforementioned project, and further for the Chairman to execute all documents, including request for payment, as required by the Kentucky Infrastructure Authority, or other funding Agencies of the project.



L. Nicholas Strong, Chairman
Jessamine-South Elkhorn Water District

ATTEST:

Deana Clark

Motion made by, John Blackford, seconded by J.F. Hall,
passing on a vote of 5 AYE and 0 NO, at the regular meeting of Jessamine-
South Elkhorn Water District held this 11 day of Aug, 2010.

Minutes
August 11, 2010
Page 2

A motion to adopt a resolution to authorize the Chairman to sign a Professional Service Agreement with Horne Engineering to be Project Administrator for the grant portion of the **Jessamine Co EMS Building** project and to authorize the signing by the Chairman for the necessary draw requests and other documents was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to adopt a resolution to authorize the Chairman to sign a Professional Service Agreement with Horne Engineering to be Project Administrator for the grant portion of the **City of Wilmore, Centennial Park** project and to authorize the signing by the Chairman for the necessary draw requests and other documents was made by Mr. Blackford, seconded by Mr. Hall – approved.

Bobby Weber's response to the warranty letter given to him was presented to the Board. Mr. Weber said the letter was unacceptable.

Sewer Policies were handed out for review to be discussed at a later date. These will be kept on file for future reference.

The September Board Meeting was rescheduled to September 8th.

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

The Commissioners were given the following reports for review: Income Statement and Balance Sheet.

The Board went into Closed Session to discuss a personnel matter.

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

ATTEST:

_____ Chairman

Grantee and line-item description: **Jessamine-South Elkhorn Water District
Sewer Service to Centennial Park**

Grant amount \$180,000.

EXHIBIT 1

Grant ID #356N-2007

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: SX21113010 - \$180,000.

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



ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113010
Grant ID #: 356N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

HORNE ENGINEERING, INC.

Consulting Engineer
 Planners - Land Surveyor
 216 South Main Street
 Nicholasville, Kentucky 40356

LETTER OF TRANSMITTAL

DATE	12-23-10	JOB NO.	#3734, 5, 6
ATTENTION	Diana Clark		
RE:	Electronic Deposits		

TO: JSEWD
802 S. Main Street
Nicholasville, Ky. 40356

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order _____

Copies	Date	No.	Description
1	12-23-10	3734	Authorization for electronic deposit - Ichthus Stage Area
1	12-23-10	3735	DD " - EMS Bldg
1	12-23-10	3736	" " - Centennial Park

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your file Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment Please complete attached forms & return

REMARKS:

Please complete the attached forms for the three referenced projects grant application. Please call when completed & we will have them picked up.

3734, 3735
 3736
 COPY TO 3893
 CM.

SIGNED: J. Thacker

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

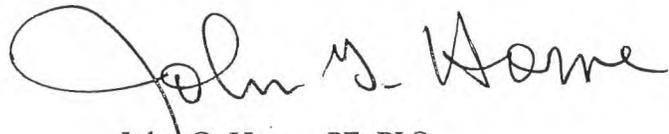
Debby Milton
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Re: Centennial Park Sewer Project
SX21113010
Grant ID# 356N-2007
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 w/enc.
Nick Strong
Engr/3736
Engr/3935
Corr.

KENTUCKY INFRASTRUCTURE AUTHORITY

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113010

GRANT ID #: 356N-2007

GRANT AMOUNT:: 180,000.00

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

DATE OF AGREEMENT: _____

This Grant Assistance Agreement ("Agreement") is made and entered into this date, _____, 200_, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **180,000.00** 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

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

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113010

356N-2007

Jessamine South Elkhorn Water District



Clean Water Project Profile

Project Number: **SX21113010**

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**

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

ECH Status: **ENDORSE WITH
CONDITION**

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

ECH SAI: **KY201010081623**

Date Approved (AWMPC): **4/21/2006
12:00:00 AM**

Project Title: **WILMORE CENTENNIAL PARK SEWER**

Project Description: **THIS PROJECT PROPOSES TO EXTEND A GRAVITY SEWER MAIN EAST OF HARRODSBURG ROAD, FROM A PROPOSED PUMP STATION WEST OF HARRODSBURG ROAD TO PROVIDE SEWER SERVICE TO THE EXISTING FACILITIES OF THE CITY OF WILMORE CENTENNIAL PARK.**

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:

THE UNSERVED NUMBER IS THE ESTIMATED POPULATION USE OF THE EXISTING FACILITY.

Alternate A:

INSTALL SEPTIC TANK.

Alternate B:

CONSTRUCT PACKAGE TREATMENT PLANT.

Alternate C:

DO NOTHING.



Clean Water Project Profile
 SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**
Title: **CONSULTING ENGINEER**
Organization: **HORNE ENGINEERING**
Addr. Line 1: **216 SOUTH MAIN STREET**
Addr. Line 2:
City: **NICHOLASVILLE**
State: **KY** Zip: **40356**
Phone: **859-885-9441** Ext: Fax: **859-885-5160**
EMail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**
Name: **JOHN G. HORNE**
Addr. Line 1: **216 SOUTH MAIN**
Addr. Line 2:
City: **NICHOLASVILLE** State: **KY** Zip: **40356**
License Status: **CURRENT** Disciplinary Action: **No**
Issue Date: **4/10/1967** Expiration Date: **6/30/2011**
Phone: **859-885-9441** Ext: Fax:
EMail:



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$180,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$180,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$180,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$180,000

Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$180,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**

This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID System Name

Project Ranking by AWMPC:

Regional Ranking(s):

Planning Unit Ranking:

Total Points:

Demographic Impacts (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

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.

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

Economic Impacts:

Jobs Created

Jobs Retained

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
---------------	-------	-------------	---------	--------	-------------------	-------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	2,276
Total Length						2,276

Administrative Components:

- Planning
 Design
 Construction
 Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): **0.000**
- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): **0.000**
Current treatment volume (MGD): **0.000**
Proposed design capacity (MGD): **0.000**
- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): **0**
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): **2,276**
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): **0**
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: **0**
Number of failing septic systems eliminated: **0**
Number of non-failing septic systems eliminated: **0**

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

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 replacement of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Energy Efficiency Costs:

Green Infrastructure Costs:

Environmentally Innovative Activities Costs:

Total Green Component Costs: \$0

Profile Status: APPROVED

Approved: 04/21/2006

Revised:

Project Budget: HB 380

SX21113009

Jessamine South Elkhorn Water District

355N-2007

Estimated

Revised

Cost Classification	Amount
1 Administrative Expenses (1)	14,750.00
2 Legal Expenses	1,000.00
3 Land, Appraisals, Easements	0
4 Relocation Expenses & Payments	0
5 Planning (2)	20,000.00
6 Engineering Fees - Design	18,150.00
7 Engineering Fees - Construction	4,500.00
8 Engineering Fees - Inspection	19,800.00
9 Construction	100,000.00
10 Equipment	0
11 Contingency	1,800.00
12 Other	0
Total	\$ 180,000.00

Funding Sources	Amount	Date Committed
1 KIA Grant 356N-2007	\$ 180,000.00	HB 380 (2006)
2		
3		
4		
5		
6		
Total	\$ 180,000.00	

(1) Include Interim Financing

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



 Signature

Chairman

 Title

1-5-11

 Date

RESOLUTION

SX21113010

356N-2007

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 2006-2008 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 June 5, 20011.

Jessamine South Elkhorn Water District, (Grantee)

[Signature] (Representative)

Title Secretary

CERTIFICATE

SX21113010

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 Jan 5, 20011; 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 5 day of Jan, 20011.


Secretary/Clerk/Recording Officer

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

Please attach the Schedule(s) of Rates and Charges

SX21113010

356N-2007

Jessamine South Elkhorn Water District

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113010

356N-2007

Jessamine South Elkhorn Water District

Project Budget: HB 380
Jessamine South Elkhorn Water District
SX21113010

356N-2007

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

2006 GENERAL ASSEMBLY
HOUSE BILL 380

SX21113010

356N-2007

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: _____

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicator Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 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) to be submitted within 3 months of initiation of construction. _____
- 2 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. _____
- 3 Exhibit 5 - Fully executed Certificate of Completion. _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 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.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113010
Grant ID #: 356N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

**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

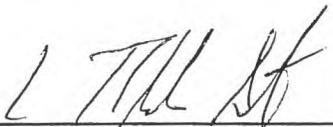
Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet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

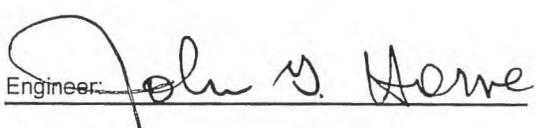
<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000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

Title: President - Horne Engineering, Inc.

Date: 1-5-11

Date: 1-5-11

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 GOVERNMENT
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

November 9, 2010

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

RE: Wilmore Centennial Park Sewer
SX21113010
SAI# KY20101008-1623
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.

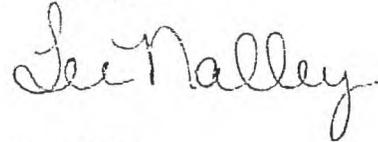
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

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

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
No comments.

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
No comments

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
no comment

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081623 when submitting plans and specifications.

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road, to provide sewer service to the existing facilities of the City of Wilmore Centennial Park. Completion of this project will result in improved services to 5,000 households.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

January 5, 2011

The Board of Commissioners of the Jessamine South Elkhorn **Sewer** Division January 5, 2011, with the following Commissioners present: Nick Strong, George Dale Robinson, Jerry Haws, J. F. Hall, and John Blackford. John Horne, Bruce Smith, Christopher Horne, Tom Smith, Ron Eldridge and Diana Clark were also present.

There was a review of the Aged Receivables.

There was a discussion on the tap-ons for the **N J Sewer** project. A list of non-responders, problems, vacant lots, etc is being generated and reviewed by Tim and the staff.

Mr. Smith reported on the **Silver Oaks** dispute. There had been changes with their legal counsel. A motion to sign a tolling agreement with a March 4th deadline was made by Mr. Hall, seconded by Mr. Blackford – approved.

Mr. Horne recommended that he and Mr. Smith give notice to the interested parties that the MOUs are now void. A motion to authorize the Chairman to sign the notices was made by Mr. Robinson, seconded by Mr. Blackford – approved.

A motion to approve the KIA grants 355N-2077 (**Jessamine Co EMS Building**), 356N-2007 (**Wilmore Centennial Park**), and 357N-2007 (**Ichthus Area**) was made by Mr. Haws, seconded by Mr. Robinson – approved.

A motion to approve the proposal from Kurt Fiegel for archaeological survey services as a requirement for the **Ichthus/Stonebridge/EMS/COW** grants was made by Mr. Hall, seconded by Mr. Robinson – approved.

There was a discussion on the **Bobby Weber** settlement. The original check and agreement were stolen with the truck. Mr. Weber had not signed the agreement.

A contingent motion, based on the proposal, to authorize Ron Eldridge Excavating to install two laterals (443 and 444 Clarence Dr) which were left out of the **N J Sewer** project with the District furnishing the materials and the total cost to be submitted to RD for reimbursement was made by Mr. Blackford, seconded by Mr. Robinson – approved.

There was a brief discussion on the KRS 96.930-938 amendment. Christopher is talking to Bob Damron and it was also suggested that he contact KRWA for any support they could offer.

Mr. Strong reported on the LFUCG tap fees for the **N J Sewer** project. It was suggested that a letter be sent with the calculation based on the original tap fee rate. A motion to send the letter with a check was made by Mr. Haws, seconded by Mr. Hall – approved. Mr. Smith is to check with John Johnson (RD) on the procedure for submitting the tap fees to LFUCG.

The motion to approve December bills and pre-approval of contractual payables was made as a Water item.

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



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

February 22, 2011

Mr. Tom Smith
Jessamine South Elkhorn Water District
802 S. Main Street
Nicholasville, Kentucky 40356

RE: Infrastructure for Economic Development Fund for Non-coal Producing Counties
HB380 – Jessamine South Elkhorn Water District – SX21113010 - \$180,000 _ 255N-2007
Gravity sewer main extension to the Centennial Park

Dear Tom:

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

The following items remain outstanding:

- Clearinghouse Comments
- As-Bid Budget
- KIA Adm Fee

The District may request up to 50% of planning and design fees. Remaining funds can be released once we have the as-bid budget and clearinghouse comments. Please provide back up invoices with all requests. The KIA adm fee is due upon receipt of the first request for payment. Once all funds have been drawn, please provide a signed certificate of completion and final design on CD format.

Thank you for your cooperation and call with any questions.

Sincerely,

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

Debby L. Milton
Financial Analyst

C: John Horne, Horne Engineering.



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: SX21113010

Grant ID: 356N-2007

Wilmore Centennial Park Sewer

Administrative Fee: \$900.00

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.

KENTUCKY INFRASTRUCTURE AUTHORITY

**2006 GENERAL ASSEMBLY
HOUSE BILL 380**

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21113010

GRANT ID #: 356N-2007

GRANT AMOUNT:: 180,000.00

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

DATE OF AGREEMENT: 1-10-11

RECEIVED
KENTUCKY INFRASTRUCTURE
AUTHORITY
2011 JAN 10 A 9:38

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 1-10-11, 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, the 2005 General Assembly included in the Commonwealth's 2004-2006 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 2004-2006 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 2006 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 2006-2008 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 **180,000.00** 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 2006 General Assembly House Bill 380, Part 1 (Operating Budget), Section A (General Government), Budget Unit 7 (Kentucky Infrastructure Authority), Sub-Unit 3 (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.

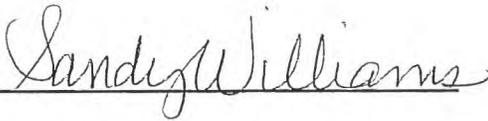
- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed 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

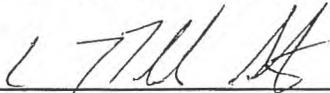
BY: 

Title: Executive Director

BY: 

Title: Secretary

Jessamine South Elkhorn Water District

BY: 

Title: Chairman

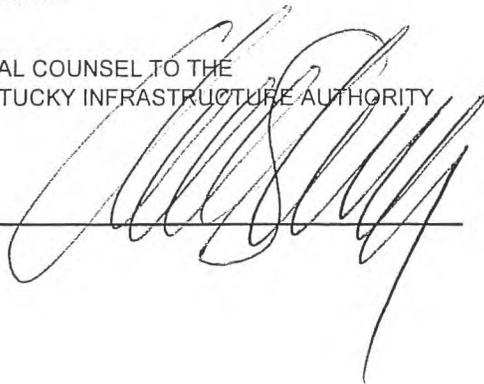
ATTEST

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

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113010

356N-2007

Jessamine South Elkhorn Water District



Clean Water Project Profile

Project Number: **SX21113010**

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**

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

ECH Status: **ENDORSE WITH
CONDITION**

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

ECH SAI: **KY201010081623**

Date Approved (AWMPC): **4/21/2006
12:00:00 AM**

Project Title: **WILMORE CENTENNIAL PARK SEWER**

Project Description: **THIS PROJECT PROPOSES TO EXTEND A GRAVITY SEWER MAIN EAST OF HARRODSBURG ROAD, FROM A PROPOSED PUMP STATION WEST OF HARRODSBURG ROAD TO PROVIDE SEWER SERVICE TO THE EXISTING FACILITIES OF THE CITY OF WILMORE CENTENNIAL PARK.**

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:

THE UNSERVED NUMBER IS THE ESTIMATED POPULATION USE OF THE EXISTING FACILITY.

Alternate A:

INSTALL SEPTIC TANK.

Alternate B:

CONSTRUCT PACKAGE TREATMENT PLANT.

Alternate C:

DO NOTHING.



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Entity Name: **JESSAMINE SOUTH ELKHORN WATER DISTRICT**

PSC FGroup ID:

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:

Phys State:

Zip: **40356**

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:

Auth. Official:

Auth. Official Title:

Auth. Official EMail:

Auth. Official Phone:

Ext:

Auth. Official Cell:

Term Exp. Date:



Clean Water Project Profile
SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Administrator (PA) Information:

Name: **JOHN G. HORNE**
Title: **CONSULTING ENGINEER**
Organization: **HORNE ENGINEERING**
Addr. Line 1: **216 SOUTH MAIN STREET**
Addr. Line 2:
City: **NICHOLASVILLE**
State: **KY** Zip: **40356**
Phone: **859-885-9441** Ext: Fax: **859-885-5160**
EMail: **john@horneeng.com**

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer

License Number: **PE 6510**
Name: **JOHN G. HORNE**
Addr. Line 1: **216 SOUTH MAIN**
Addr. Line 2:
City: **NICHOLASVILLE** State: **KY** Zip: **40356**
License Status: **CURRENT** Disciplinary Action: **No**
Issue Date: **4/10/1967** Expiration Date: **6/30/2011**
Phone: **859-885-9441** Ext: Fax:
EMail:



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Project Cost Classification:

Administrative Exp.:
 Legal Exp.:
 Land, Appraisals, Easements:
 Relocation Exp. & Payments:
 Planning:
 Engineering Fees - Design:
 Engineering Fees - Construction:
 Engineering Fees - Inspection:
 Engineering Fees - Other:
 Construction: **\$180,000**
 Equipment:
 Miscellaneous:
 Contingencies:
Total Project Cost: \$180,000

Construction Cost Categories:

WWTP Secondary Portion: **\$0**
 WWTP Advanced Portion: **\$0**
 Inflow & Infiltration Correction: **\$0**
 Major Sewer Rehabilitation: **\$0**
 Collector Sewers: **\$180,000**
 Interceptor Sewers, including Pump Stations: **\$0**
 Combined Sewer Overflow Correction: **\$0**
 NPS Urban: **\$0**
 Non-Categorized Cost:
Total Construction: \$180,000

Total Sustainable/Green Infrastructure Costs: \$0

Project Funding Sources:

Total Project Cost: **\$180,000**
 Total Committed Funding: **\$0**
 Funding Gap: **NOT FUNDED**
 This project will be requesting SRF funding for Federal FY 2012.

Detailed Project Schedule:

Facility Plan Approval Date:
 Env. Review Documents Date:
 Cons. Permit Application Date:
 KPDES Permit Application Date:
 Estimated Bid Date:
 Estimated Cons. Start Date:

Funding Source	Amount	Funding Status	Applicable Date
Total:			



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

The following systems are beneficiaries of this project:

DOW PERMIT ID System Name

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 (GIS Census Overlay):

	For Project Area	For Included Systems(s)
Serviceable Population	461	
Serviceable households	182	
Med. Household Income	\$56,563	

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		182
To Underserved Households		
To Total Households		182

Economic Impacts:

Jobs Created

Jobs Retained

CW Specific Impacts:

Wastewater Volumes (MGD):

For this project:

For included system(s): **0.000**

Reduced by this project:

Other CW Specific Impacts:

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- This project is necessary to allow the system to maintain compliance.
- This project achieves voluntary compliance (violation with no order).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

Planning Needs:

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

Project Inventory (Mapped Features):

Point Features:

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
---------------	-------	-------------	---------	--------	-------------------	-------------------	-------

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KYxxxxxxx	SEWER LINE	COLLECTOR	EXTENSION	8	PVC	2,276
					Total Length	2,276

Administrative Components:

- Planning
- Design
- Construction
- Management

Wastewater Treatment Plants Eliminated:

- This project includes the elimination of wastewater treatment plant(s).

Sanitary Sewer Components:



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

- This project includes a new wastewater treatment plant.
Proposed design capacity (MGD): **0.000**

- This project includes an expansion of an existing wastewater treatment plant.
Current design capacity (MGD): **0.000**
Current treatment volume (MGD): **0.000**
Proposed design capacity (MGD): **0.000**

- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.
Total length of replaced infrastructure (LF): **0**
- This project includes new collector sewers.
Total length of replaced infrastructure (LF): **2,276**
- This project includes new interceptor sewers.
Total length of new interceptor sewer (LF): **0**
- This project includes elimination of existing sewer system components.
Number of raw sewage discharges eliminated: **0**
Number of failing septic systems eliminated: **0**
Number of non-failing septic systems eliminated: **0**

Sustainable Infrastructure/Green Initiatives:

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 utilizes storm-water capture and/or rain harvesting techniques.
- This project includes the construction, enhancement, or restoration of wetland(s).
- This project includes protection and enhancement of riparian buffers and floodplains.
- This project includes low impact construction technology to minimize impacts to the existing surface.
- This project includes environmentally innovative or other related technologies.



Clean Water Project Profile

SX21113010 - JESSAMINE SOUTH ELKHORN WATER DISTRICT

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 replacement of aging and deteriorating infrastructure.

Green Component Costs:

Water Efficiency Costs:

Energy Efficiency Costs:

Green Infrastructure Costs:

Environmentally Innovative Activities Costs:

Total Green Component Costs: \$0

Profile Status: APPROVED

Approved: 04/21/2006

Revised:

Project Budget: HB 380

SX21113009

Jessamine South Elkhorn Water District

355N-2007

Estimated

Revised

Cost Classification		Amount
1	Administrative Expenses (1)	14,750.00
2	Legal Expenses	1,000.00
3	Land, Appraisals, Easements	0
4	Relocation Expenses & Payments	0
5	Planning (2)	20,000.00
6	Engineering Fees - Design	18,150.00
7	Engineering Fees - Construction	4,500.00
8	Engineering Fees - Inspection	19,800.00
9	Construction	100,000.00
10	Equipment	0
11	Contingency	1,800.00
12	Other	0
Total		\$ 180,000.00

Funding Sources		Amount	Date Committed
1	KIA Grant 356N-2007	\$ 180,000.00	HB 380 (2006)
2			
3			
4			
5			
6			
Total		\$ 180,000.00	

(1) Include Interim Financing

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

L. T. B. St.
Signature

Chairman
Title

1-5-11
Date

RESOLUTION

SX21113010

356N-2007

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 2006-2008 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 Jan 5, 20011.

Jessamine South Elkhorn Water District, (Grantee)

Joe Col Robson, (Representative)

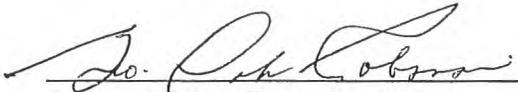
Title Secretary

SX21113010

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 Jan 5, 20011; 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 5 day of Jan, 20011.


Secretary/Clerk/Recording Officer

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

Please attach the Schedule(s) of Rates and Charges

SX21113010

356N-2007

Jessamine South Elkhorn Water District

FOR: District's Service Area

P.S.C. NO. 1

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

SHEET NO. 1

CANCELING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

MONTHLY SEWER RATES

FIRST 2,000 Gallons
ALL OVER 2,000 Gallons

\$20.00 Minimum Bill
\$10.00 per 1,000 Gallons

DATE OF ISSUE April 21, 2008

DATE EFFECTIVE February 25, 2008

ISSUED BY L. TRACY

TITLE: CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/25/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Hunter
Executive Director

Issued by authority of an Order of the Public Service Commission of
0036 dated February 25, 2008.

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21113010

356N-2007

Jessamine South Elkhorn Water District

Project Budget: HB 380
 Jessamine South Elkhorn Water District
 SX21113010

356N-2007

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

CERTIFICATE OF COMPLETION

2006 GENERAL ASSEMBLY
HOUSE BILL 380

SX21113010

356N-2007

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

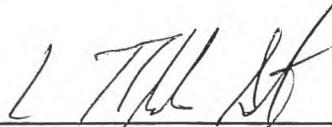
Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet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

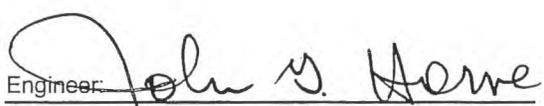
<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000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

Title: President - Howe Engineering, Inc.

Date: 1-5-11

Date: 1-5-11

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 GOVERNMENT
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

November 9, 2010

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

RE: Wilmore Centennial Park Sewer
SX21113010
SAI# KY20101008-1623
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.

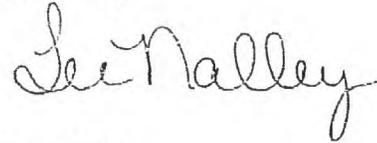
This letter signifies only that the project has been processed through the State Single Point of Contact. It is neither a commitment of funds from this agency or any other state or federal agency.

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

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

The project area must be surveyed by a professional archaeologist to determine if sites eligible for listing in the National Register of Historic Places will be affected by the undertaking. The State Historic Preservation Officer must review and approve the survey report. Where a given project area or portions thereof have been disturbed by prior construction, the applicant may file documentation of that disturbance with the State Historic Preservation Officer and request an opinion concerning the need of an archaeological survey (note: farming does not constitute disturbance). If you have any questions, please contact Philip Mink at 502-564-7005, extension 140.

The Kentucky Housing Corporation has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
No comments.

The Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed.

The Bluegrass ADD has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
No comments

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

Blair (7), Bret: In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to Corrin Gulick, District Seven Highway Dept. Permits Engr. @ 763 W. New Circle Road, Lexington, KY 40512. Phone (859) 246-2355 or email at corrin.gulick@ky.gov.

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

PW RATES MAY APPLY CONTACT KY LABOR CABINET AT 502 564 3534

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201010081623
no comment

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201010081623

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.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered they must be properly addressed. If asbestos, lead paint, and/or other contaminants are encountered during this project, they must be properly addressed.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: sewer lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin.

The applicant must cite the State Application Identifier:
SAI #KY201010081623 when submitting plans and specifications.

This project proposes to extend a gravity sewer main from Stonebridge Subdivision to East of Harrodsburg Road, to provide sewer service to the existing facilities of the City of Wilmore Centennial Park. Completion of this project will result in improved services to 5,000 households.

The Wastewater Planning Section of the Water Infrastructure Branch is not opposed to this project. The proposed project may require a facility plan update. The applicant shall contact the Division of Water, Water Infrastructure Branch to discuss facility planning status. Contact Anshu Singh of the Wastewater Planning Section at (502) 564-3410 ext 4805 or at anshu.singh@ky.gov

Best management practices shall be used to reduce runoff from the project into adjacent streams.

From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

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.

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, www.epa.gov/waterinfrastructure/, contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 380

WRIS #: SX21113010
Grant ID #: 356N-2007
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 # [REDACTED]

Financial Institution Information:

Bank Name: Farmers Bank
Branch: 200 N Main St Phone No.: 859/885-9481
City: Nicholasville State: Ky Zip: 40356
Transit /ABA No. [REDACTED]
Account Name: JSEWD Sewer Account
Account Number: [REDACTED]

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: 1-4-11

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

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RECEIVED
KENTUCKY INFRASTRUCTURE AUTHORITY

RESOLUTION

WHEREAS, the Jessamine-South Elkhorn Water District ("District") is a Kentucky rural water district formed under KRS Chapter 74 and is authorized to provide sewer service in its territory;

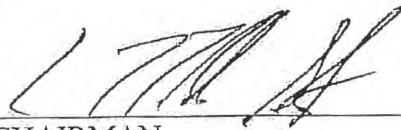
WHEREAS, in 2007 the District was awarded three (3) grants under HB 380 for the expansion of and improvements to its sewer system to meet the demands of a certain proposed development in its territory;

WHEREAS, the aforementioned project was not constructed and will not be constructed in the future due to changes in the economy occurring in 2008;

WHEREAS, the District has an ongoing project to construct an above-ground storage tank in its territory for which additional funds are needed; and

WHEREAS, it would greatly benefit the District's level of service and rates to its customers if the aforementioned grants under HB 38 for the sewer project could be reallocated to the storage tank project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District and the District respectfully requests the Kentucky Legislature to reallocate and reassign those funds awarded to it under HB 380, which are identified as Grant ID 355N-2007 (WRIS-SX21113009), Grant ID 356N-2007 (WRIS SX1113010) and Grant ID 357N-2007 (SX21113011) totaling \$440,000.00, to the Jessamine-South Elkhorn Water District Catnip Hill Pike 1.0 Mg Elevated Storage Tank Project (WX21113016).



CHAIRMAN

7-25-14

DATE