

COMMONWEALTH OF KENTUCKY

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC APPLICATION OF ADAIR COUNTY)
WATER DISTRICT FOR THE ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT A WATER SYSTEM)
IMPROVEMENTS PROJECT AND AN ORDER) Case No. 2021 - 00176
AUTHORIZING THE ISSUANCE OF SECURITIES)
PURSUANT TO THE PROVISIONS OF)
KRS 278.020, KRS 278.300 AND 807 KAR 5:001)

** *** **** ***** **** *** **

APPLICATION

The Applicant, Adair County Water District, d/b/a Columbia/Adair Utilities District ("Adair District"), files this Application pursuant to KRS 278.020(1), KRS 278.300 and KAR 5:001, and all other applicable laws and regulations, and requests that the Kentucky Public Service Commission (the "Commission") grant Adair District a Certificate of Public Convenience and Necessity ("CPCN") to construct a water system improvements project (the "Project") and an order authorizing the issuance of securities to finance said Project. In support of this Application, and in compliance with the rules and regulations of the Commission, Adair District states as follows:

1. Adair District was established in accordance with the provisions of Chapter 74 of the Kentucky Revised Statutes pursuant to an Order of the Adair County Judge/Executive, which Order is on file in the County Court Order Books in the office of the Adair County Clerk. Adair District is now, and has been since its inception, regulated by the Commission, and all records and

proceedings of the Commission with reference to Adair District are incorporated in this Application by reference. Adair District does not have any Articles of Incorporation due to the fact that it is a statutory entity.

2. The governing body of Adair District is its Board of Commissioners which is a public body corporate, with power to make contracts in furtherance of its lawful and proper purpose as provided for in KRS 74.070 and all applicable law and regulations.

3. The mailing address of Adair District is as follows:

Adair County Water District d/b/a Columbia/Adair Utilities District
c/o Mr. Lenny Stone, General Manager
109 Grant Lane
Columbia, Kentucky 42728
Telephone: (270) 384-2181
Fax: (270) 384-3437
Email: lenny.stone@caud.net

4. A general description of Adair District's system property, together with a statement of the original cost, is contained in Adair District's Annual Report for 2019 which is on file with the Commission. The Annual Report is incorporated herein by reference.

5. Pursuant to 807 KAR 5:001, Section 15 - Applications for Certificates of Public Convenience and Necessity, Adair District hereby responds as follows:

(i) Section 15(2)(a): Facts Relied Upon to Show Public Necessity: The proposed Project and the need for the Project is described in **Exhibit "A"** attached hereto.

(ii) Section 15(2)(b): Copies of Permits: Required permits are attached hereto as **Exhibit "B"**.

- (iii) Section 15(2)(c): Description of Proposed Location or Route. Construction of the Project is being performed within the boundaries of Adair District and is detailed in the location map referred to in paragraph 5(iv) below. The proposed Project will not compete with any other public utilities and will not result in any wasteful duplication.
- (iv) Section 15(2)(d)(1): Maps to Suitable Scale: Three copies (two paper medium and one electronic storage medium) of maps to suitable scale showing the location of the proposed Project, as well as the location of like facilities owned by others located anywhere within the map area are being filed with this Application.
- (v) Section 15(2)(d)(2): Plans and Specifications: The signed, sealed and dated Plans and Specifications in .pdf format on electronic storage medium are being filed with this Application.
- (vi) Section 15(2)(e) Financing: Adair District is financing the Project with the proceeds of a loan from the Kentucky Infrastructure Authority ("KIA") Federally Assisted Drinking Water Revolving Loan Fund (F20-009) in the principal amount not to exceed \$1,476,783 (the "KIA Loan"). The KIA Loan will be evidenced by an Assistance Agreement between Adair District and KIA and Adair District has received a conditional commitment letter dated April 5, 2021 (the "Commitment"). Adair District received approval of a KIA loan in the amount of \$1,342,530 on March 6, 2020, however, due to increased construction costs, Adair District asked KIA for a 10% increase in

the loan amount. A copy of the Commitment is attached hereto as **Exhibit "C"**. The Commitment expires on October 6, 2021.

- (vii) Section 15(2)(f) Statement of Estimated Annual Cost of Operation: a statement of the estimated annual cost of operation after the Project is placed in service is titled Proposed Operating Budget and is attached hereto as **Exhibit "D"**.

6. The detailed Statement of Net Position; Statement of Revenue, Expenses and Changes in Net Position; and Statement of Cash Flows for the twelve month periods ending on December 31, 2018 and 2019 are attached hereto as **Exhibit "E"** respectively.

7. Pursuant to 807 KAR 5:001, Section 12 - Financial Exhibit; Adair District hereby responds as follows:

- (i) Section 12(1)(a): Adair District states that it had less than \$5,000,000 in gross annual revenue in the immediate past calendar year and that no material changes have occurred since December 31, 2019.
- (ii) Section 12(2)(a), (b) and (c) Stock: Adair District does not have any authorized, issued or outstanding stock as of the date hereof.
- (iii) Section 12(2)(d) Mortgages: Adair District does not have any outstanding mortgages as of the date hereof.
- (iv) Section 12(2)(e), (f) and (g) Indebtedness: The information concerning the outstanding indebtedness of Adair District is contained in the financial statements which have been filed with the Commission and are incorporated herein by reference.

- (v) Section 12(2)(h) Dividends: Adair District has no outstanding stock and therefore pays no dividends.
 - (vi) Section 12(2)(i) Financial Statements: See **Exhibit "E"** attached hereto.
8. Pursuant to 807 KAR 5:001, Section 18, Adair District hereby responds as follows:
- (i) Section 18(1)(a): Adair District has complied with the requirements of 807 KAR 5:001, Section 14.
 - (ii) Section 18(1)(b): A general description of Adair District's property, its field of operation and a statement of original cost of said property and the cost to Adair District is contained in Adair District's 2019 Annual Report on file with this Commission.
 - (iii) Section 18(1)(c): Adair District is not issuing any stock as part of this financing. The information concerning the proposed KIA Loan is contained in this Application and the supporting exhibits. The KIA Loan will be secured by and payable from the gross revenues of Adair District's water and sewer system.
 - (iv) Section 18(1)(d): Adair District is not refunding any outstanding obligations in connection with this Project. The proceeds of the KIA Loan are being used for the construction of the Project described in **Exhibit "A"**.
 - (v) Section 18(1)(e): See paragraph 5(i) above and paragraph 8(x) below.
 - (vi) Section 18(1)(f): Adair District is not refunding any outstanding obligations in connection with this Project.

- (vii) Section 18(1)(g): Written notification of the proposed issuance of the KIA Loan is being provided to the State Local Debt Officer (see **Exhibit "F"** attached hereto).
- (viii) Section 18(2)(a): See paragraph #7 above.
- (ix) Section 18(2)(b): Adair District does not have any outstanding trust deeds or mortgages.
- (x) Section 18(2)(c): A detailed estimate of the acquired property, arranged according to the Uniform System of Accounts for Class A/B Water Districts and Associations is attached hereto as **Exhibit "G"**.

9. Copies of the bid tabulations as certified by the Engineers for the Project are attached hereto as **Exhibit "H"**.

10. The Final Project Budget is attached hereto as **Exhibit "I"**.

11. No rate adjustment is being requested in connection with this Application.

WHEREFORE, the Adair County Water District respectfully requests that the Commission take the following actions:

- A. Grant Adair District a Certificate of Public Convenience and Necessity permitting Adair District to construct the Project;
- B. Authorize the issuance of securities pursuant to the KIA Assistance Agreement evidencing the KIA Loan in an amount not to exceed \$1,476,783; and
- C. Grant Adair District any other relief to which it is entitled.

Adair County Water District d/b/a Columbia/Adair
Utilities District

By William Harris
William Harris, Chairman
109 Grant Lane
Columbia, Kentucky 42728
Telephone: (270) 384-2181
Fax: (270) 384-3437
Email: lenny.stone@caud.net

Rubin & Hays

By W. Randall Jones
W. Randall Jones
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7534
Fax: (502) 569-7555
Counsel for Adair County Water District
wrjones@rubinhays.com

STATE OF KENTUCKY)
) SS
COUNTY OF ADAIR)

The affiant, William Harris, being first duly sworn, states: That is the Chairman of the Adair County Water District, d/b/a Columbia/Adair Utilities District, the Applicant in this case; that he has read the foregoing Application and has noted the contents thereof; that the same are true of his own knowledge and belief, except as to matters which are herein stated to be based on information or belief, and that these matters, believes to be true and correct.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on the 22 day of April, 2021.

William Harris
William Harris, Chairman

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by William Harris, Chairman of the Adair County Water District, d/b/a Columbia/Adair Utilities District on this the 22 day of April, 2021.

My Commission expires: 4-22-2023.

Jennifer Carter
Notary Public

Notary ID#: 619579

CERTIFICATE OF SERVICE

The undersigned, in accordance with 807 KAR 5:001, Section 8, hereby certifies that Adair County Water District's electronic filing of the foregoing Application is a true and accurate copy of the same document being filed in paper medium; that the electronic filing was transmitted to the Kentucky Public Service Commission on April 27, 2021; that there are currently no parties that the Kentucky Public Service Commission has excused from participation by electronic means in this proceeding; and that this Response in paper medium will be delivered to the offices of the Kentucky Public Service Commission in Frankfort, Kentucky in accordance with the mandates set forth in the Commission's March 16, 2020 and March 24, 2020 Orders in Case No. 2020-00085.



W. Randall Jones, Esq.

Rubin & Hays

Kentucky Home Trust Building

450 South Third Street

Louisville, Kentucky 40202

Phone: (502) 569-7525

Fax: (502) 569-7555

Counsel for Adair County Water District

EXHIBIT A

Public Necessity and Project Description

COLUMBIA/ADAIR UTILITIES DISTRICT – WATER MAIN REPLACEMENT

The Columbia/Adair Utilities District is proposing to replace approximately 7,400 linear feet of 8-inch water main along Tutt Street and Bomar Heights and approximately 5,250 linear feet of 6-inch water lines along various cross streets in the City of Columbia. Also, as part of this project, is the renovation and repainting of the Osh Kosh Water Storage Tank and the dismantling of the Bomar Heights and Paige Street storage tanks.

The areas where water lines will be replaced are:

- Appen Avenue
- Hurt Street
- Harvey Street
- Loy Street
- Tutt Street
- Bomar Heights
- Grissom Street
- Yates Street
- Akin Street
- Pine Tree Street
- Scott Street

Need for the Project

The project will replace asbestos-cement water pipe; improving reliability to the affected customers and improving the water loss in the various areas. The tank rehab will result in better water quality and by eliminating unused water storage tanks public safety will be enhanced.

EXHIBIT B

Required Permits

ANDY BESHEAR
GOVERNOR



REBECCA W. GOODMAN
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

July 28, 2020

Mr. Lennon Stone
Columbia Adair Utilities District
109 Grant Ln
Columbia, KY 42728

RE: Phase 20 WSI – Contracts 4 and 5
F20-009
Taylor County, KY
Columbia-Adair Utilities District
AI #: 55137, FGL20200006
AI #: 55137, FGL20200007

Dear Mr. Stone:

The Kentucky Division of Water (DOW) has reviewed for completeness and adequacy the construction plans and specifications submitted for the above referenced contract(s). The DOW now approves these plans and specifications with respect to sanitary features of design in accordance with the requirements contained in the attached construction permit. The plans consist of 13,210 linear feet of waterlines, renovation of the existing 300,000-gallon Osh Kosh water tank and the demolition of the Paige Street and Bomar Heights water tanks. The approval conditions and a list of eligible/ineligible items are enclosed. Please note that ineligible items cannot be funded using State Revolving Fund (SRF) monies and must be paid by other funding sources.

We are enclosing one (1) set of approved plans and specifications. An identical set should be made available at the project site at all times. If modifications are made to these plans and specifications before bidding, two (2) complete sets of as-bid plans and specifications must be submitted to the DOW for approval. A second DOW construction approval must be issued by separate correspondence before proceeding with advertising for bids. Any red line changes that were made by DOW personnel on the approved plans shall be incorporated into the bid set plans unless an alternative is approved.

You may now advertise for bids on the construction of this project. In addition to other notifications, this project must be advertised in the newspaper of the largest daily circulation in the project area.

You are cautioned not to advertise unless you have a proper wage decision. The Federal Davis-Bacon wage rates are applicable for this project. Please contact all other funding sources for

Phase 20 WSI Contracts 4 and 5
F20-009
Columbia-Adair Co Water Commission
AI #: 55137, FGL20200006
AI #: 55137, FGL20200007
July 28, 2020
Page 2 of 3

their requirements pertaining to federal wage rates.

You are reminded that the construction contracts are subject to the equal employment opportunity requirements contained in Executive Order 11246. Equal employment opportunity affirmative action by the prime contractors and all subcontractors is mandated throughout the duration of the contract. Documentation of efforts to comply with Executive Order 11246, Equal Employment Opportunity is required to be kept by the borrower.

Review the attached Project Review and Cost Summary form for details of the information to be collected and retained in your files or to be submitted to DOW for review and approval. This form must be completed, signed by the recipient, and with the necessary information be then forwarded to the DOW. This signature will certify that all the information to be retained by the recipient has been secured and is available for review by the Division at the pre-construction conference. The required information must be approved by the DOW before executing any contracts.

Along with the Project Review and Cost Summary form, the following items must be submitted to the DOW for review and approval before executing any contracts:

- The bid advertisement
- Revised Project Budget
- Certified bid tabulation
- Documentation of compliance with DBE Good Faith Effort in accordance with 40 CFR 33.301

These items will be reviewed as a part of the Authority to Award process. The DOW will authorize you to award the contracts once these documents are approved

After the Notice to Proceed is signed, the DOW will need a copy of the executed contract documents, including plans and specifications.

Changes orders will require approval from the DOW before payment can be authorized from the State Revolving Fund. Submission of plans and specifications may be required for change order work.

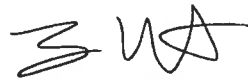
Upon completion of the project, as-built drawings shall be provided to the DOW. As-builts shall be stamped, signed and dated by a professional engineer. A written certification stating that the project was constructed according to the approved plans shall be provided to the DOW by a professional engineer.

The construction permit included in this letter has been issued under the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Issuance of this approval does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies.

Phase 20 WSI Contracts 4 and 5
F20-009
Columbia-Adair Co Water Commission
AI #: 55137, FGL20200006
AI #: 55137, FGL20200007
July 28, 2020
Page 3 of 3

You are cautioned that the advertisement and award of this contract will be subject to the laws and regulations that govern the State Revolving Fund (SRF) and to the conditions of your loan agreement. If we can be of further assistance, please call Cassie Campbell, Project Engineer, at (502) 782-6909

Sincerely,



Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH:CC
Enclosures

Eligible List, Ineligible List, Approval Conditions
Project Review and Cost Summary Form
1 set plans and specification

C: Kentucky Engineering Group PLLC
Kentucky Infrastructure Authority
Cabinet for Economic Development
Adair County Health Department
Division of Plumbing

F20-009
Columbia Adair Utilities District

SRF ELIGIBLE ITEMS:

No Ineligible items identified.

SRF INELIGIBLE ITEMS:

No Ineligible items identified.

APPROVAL CONDITIONS:

1. Provide Clear Site Certificates
2. Complete and return the Project Review and Cost Summary Form.

PROJECT REVIEW AND COST SUMMARY

This questionnaire/checklist is furnished as an administrative aid and is required for use in supplying information and documents, reporting minor changes, and project status. The information and documents should be submitted to DOW as soon as possible after bid opening.

DRINKING WATER SRF

CLEAN WATER SRF

SECTION 1.

1. Project Name _____ Project Number _____
2. Changes: Have there been any changes in the project since DOW's approval of the plans and specifications?
- Yes No Construction Drawings. If yes, submit revised drawings and addenda. **See Note***
- Yes No Specifications. If yes, submit addenda. **See Note***
- Yes No Site Changes. If so, new Clear Site Certificates are required prior to start of construction.
- Yes No Authorized Representative (Mayor, City Manager, etc.). If so, provide name and title.

***Note:** Prior approval is required for changes in design, scope, type of treatment, size, capacity, time to complete the project, etc. Changes, which result in increase in the amount of a contract, must be procured in accordance with state and federal requirements, as applicable.

SECTION 2.

Date Bids Opened: _____ Date Bids Expire: _____

1. The following items should be submitted to DOW after bid opening:
- a) Executed Project Review & Cost Summary Form (this form).
 - b) Revised (As-bid) Budget (form attached).
 - c) Original bid advertisement or copy of advertisement with affidavit of publication.
 - d) Certified Bid Tabulations with engineer's seal.
 - e) Davis-Bacon ATA Certification form (with Project Wage Rate Sheet HUD-4720 form).
 - g) Clear Site Certificates.
 - h) DBE Documentation (See Attachment No. 11 of the Supplemental General Conditions (SGC)):
 - (1) Disadvantaged Business Enterprise Participation Policy form from the successful low bidder with DBE certifications and executed subcontracts with DBEs or letters of intent signed by both parties; and documentation on the level of effort taken

to obtain DBEs including copies of correspondence with DBE contractors, requesting quotes and copies of any advertisements soliciting DBE contractors, copies of returned envelopes and certified mail receipts, telephone log, etc.

(2) Bidder's List Form from recipient and successful bidder.

2. The following items must be submitted to DOW at the Pre-construction Meeting:
 - a) Executed Contract Documents (once contract is signed).
 - b) Notice of Award, Notice to Proceed, Bid Bond, Payment Bond, and Performance Bond (generally included in executed contract).
 - c) Technical Specification (generally included in executed contract).
 - d) Contractor's Certification Regarding Lobbying (See Attachment No. 11 in the SGC).
 - e) Contractor's Debarred Firm Certification (See Attachment No. 10 in the SGC).

3. A copy of the items identified in Section 2.1 and Section 2.2, above, and the following must be retained by the owner. This documentation is subject for review, by DOW, at the time of the pre-construction conference.
 - a) Name and qualifications of the proposed resident inspector(s).
 - b) Proposal of the successful bidder(s).
 - c) EEO documentation required by Executive Order 11246 as amended. Items 1 through 11 (See Attachment No. 7 in the SGC), is required for all contracts over \$10,000 except supplier contracts. Supplier contracts require:
 - (1) Name, address, and telephone number.
 - (2) Materials to be supplied and dollar value.For contracts below \$10,000, the same information required for supplier contracts must be submitted.
 - d) Engineer's letter to the loan recipient recommending award of the contract. Letter must include a description of work, dollar amount, and name of the low bidder. If award is recommended to be made to other than the low bidder, a justification indicating why the low bidder is not responsive or responsible.
 - e) Contractor project construction schedule and payment schedule.
 - f) Applicable wage rate determination letter.
 - g) Tentative Award Resolution.

4. **Comments:** _____

I hereby certify that all documentation outlined in Section 2.1, 2.2 and 2.3 will be retained in our project files and all documentation outlined in Section 2.1 has been submitted to DOW and all documentation outlined in Section 2.2 will be submitted to DOW during the Pre-construction meeting.

Signature of Authorized Representative

Date

Print Name and Title

SRF Project Cost Summary

Project Title: _____

WRIS#: _____

Project Budget: Estimated enter date

As Bid enter date

Revised enter date

Cost Classification	SRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees – Design									
7 Engineering Fees – Construction									
8 Engineering Fees – Inspection									
9 Engineering Fees – Other									
10 Construction									
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total		

Total Funding \$ _____

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Interceptor Sewers including Pump Station (CW)		
Combined Sewer Overflow Correction (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

Columbia Adair Utility District
109 Grant Lane
Columbia, KY 42728

Subject: Adair County
KY 2287
RS 001-2287-0.26
Permit: 08-2021-00079

Dear Sir:

The attached is your copy of the approved encroachment permit application. One copy is to be submitted to your contractor. This permit is to remain on the project until the permitted work is complete.

You are to shape and seed any disturbed areas on the State's right of way. All work and materials are to comply with the Department's Standard Specification for Road and Bridge Construction- 2019 Edition. Signs, barricades, lights, etc. if required, are to be installed in accordance with the Manual on Uniform Traffic Control Devices.

Please notify this office when permitted work begins. When work has been completed, the Notice of Completion of Encroachment Permit Work must be completed and returned so an inspection can be made by personnel from this office. If all work has been completed satisfactorily, your indemnity will then be released.

Yours truly,

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

Adam Dixon, P.E.
Transportation Engineer I
District 8- Somerset

3/24/2021
Date

JJ/cm



Kentucky Transportation Cabinet
Department of Highways
Division of Maintenance
Permits Branch

TC 99-1 (B)
07/2018
Page 1 of 1

ENCROACHMENT PERMIT

KYTC KEPT #: 08-2021-00079

Permittee: Columbia/ Adair Utilities Dist

Permit Type / Subtype: Utilities / Water

Work Completion Date: 3/31/2022

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash / Check	\$0.00	
Self-Insured	\$0.00	
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been: **APPROVED** **DENIED**

Adam Dixon D8 Permits 3/31/2021
SIGNATURE **TITLE** **DATE**

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	County - Route	Latitude	Longitude
bore	Adair - KY 2287	37.094878	-85.308557
bore	Adair - KY 2287	37.094516	-85.308208
	Adair - KY 2287	37.097468	-85.311287



To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

PERMITTEE

Name: Columbia/ Adair Utilities Dist
Contact Person:
Address: 109 Grant Lane
City: Columbia
State: Kentucky
Zip: 42728
Telephone: (270) 384-2181

PROJECT IDENTIFICATION

Permit Number: 08-2021-00079

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

Permittee

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer
Department of Highways, District 8 Office
1660 South US 27
Somerset, Kentucky 42502
(606) 677-4017
www.transportation.ky.gov/

LOCATION(S)			
Description	County - Route	Latitude	Longitude
bore	Adair - KY 2287	37.094878	-85.308557
bore	Adair - KY 2287	37.094516	-85.308208
	Adair - KY 2287	37.097468	-85.311287

Kentucky Transportation Cabinet – District 8
Permit No. 08-2021-00079

Applicant to parallel underground left of KY 2287 from mile point 0.26 to 0.55 in Adair County with 6 inch water line as per attached plans and encroachment terms.

Applicant to bore KY 2287 in Adair County at mile points 0.29, 0.32, and 0.55 with a new 6 inch waterline encased in a 12 inch steel encasement.

Locations where utility line crosses paved or concrete driveways, the utility line shall be bored to prevent disturbance to the driving surface unless prior written approval is obtained from the property owners.

Underground utility crossing shall be constructed with 42 inches of cover from the top of the pipe to the low spot of the ditch or toe of slope as shown on the attached Typical Highway Boring Crossing Detail.

Parallel utility lines shall be constructed between back of slope of ditch line or toe of slope and the right of way line and shall have a minimum of 42 inches cover above the top of pipe or conduit.

Roadway drainage shall be maintained at all times, with silt checks placed in the roadway ditch where needed and near the inlet of all culvert and entrance pipe to control erosion and prevent silt from settling inside of pipe.

No change shall be made contrary to this permit and the applicant's plans without first notifying and being approved by the Permit Engineer.

Construction of the utility shall not interfere with any construction or maintenance operations of the Kentucky Transportation Cabinet on KY 2287.

All work and materials shall meet or exceed the Kentucky Department of Highways Standard Specifications.

All disturbed portions of the right-of-way are to be restored to grass as per Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, 2019 edition. A satisfactory turf, as determined by the Department, is to be established by the permittee prior to release of indemnity.

The minimum rate of application for seeding and protection method II per 1,000 square feet shall be applied as follows:

2.5 lbs of seed mixture
12 lbs of 20-10-10 fertilizer
150 lbs of agricultural limestone

Work area within the Kentucky Department of Highways right of way shall be signed and flagged in accordance to the Manual on Uniform Traffic Control Devices before any work is to begin on the Kentucky Department of Highways right of way.

Contractor's equipment or other vehicles shall not be permitted to park on the roadway shoulders during the construction of this project without compliant traffic control.

This permit will be terminated and work will stop immediately at anytime the Department of Highways discovers or is notified of any unsafe or hazardous condition until corrections have been made.



APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 08-2021-00079

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Columbia Adair Utility District	ADDRESS 109 Grant Lane	CITY Columbia
EMAIL lenny.stone@caud.net		STATE KY
		ZIP 42728
CONTACT NAME 1 Lenny Stone	EMAIL lenny.stone@caud.net	PHONE # 270-384-2181
		CELL #
CONTACT NAME 2 (if applicable) Jim Thompson	EMAIL jthompson@kyengr.com	PHONE # 859-251-4127
		CELL #

SECTION 2: PROPOSED WORK LOCATION

ADDRESS various	CITY Columbia	STATE Kentucky	ZIP 42728
COUNTY Adair	ROUTE # KY 2287	MILE POINT Various	LONGITUDE (X) Various
			LATITUDE (Y) Various

ADDITIONAL LOCATION INFORMATION:
 See Attached

FOR KYTC USE ONLY

PERMIT TYPE: Air Right Entrance Utilities Vegetation Removal Other: _____

ACCESS: Full Partial by Permit **LOCATION:** Left Right Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

Project is a waterline replacement project within the City of Columbia. Proposed water main will parallel KY 2287 (Tutt St.) on private property and shall cross KY 2287 (Tutt St.) at the locations listed on the attached list.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

Lenny Stone
 SIGNATURE

03-02-21
 DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-18 from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.



APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the Indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.



APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.



APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. **Before You Dig:** The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.



To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007



ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. 08-2021-00079

I. SAFETY

A. General Provisions

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.
- All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
- No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.
- When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 8:30 AM and 4:00 PM.
- The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.
- The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

B. Explosives

- No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

C. Other Safety Requirements

- All workers must wear OSHA conforming personal protection items at all times when work is performed on the KYTC right of way. All traffic control must conform to the latest edition of the Manual on Uniform Traffic Control Devices

II. UTILITIES * Applies to Fully Controlled Access Highways ONLY

- *All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.
- *The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
- *All vents, valves, manholes, etc., shall be located outside of the right-of-way.
- *Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
- The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.

II. UTILITIES (Continued)

- Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
- Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 42-inch cover above top of pipe or conduit.
- All pavement cuts shall be restored per attached encroachment terms.
- Aerial crossing of this utility line shall have a minimum clearance of _____ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.
- Special requirements:

III. GENERAL

A. OSHA

- Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) "Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

B. Archaeological

- Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative.

C. Utilities in the Work Areas

- The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.

- All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

D. Environmental

- If the activity to which this permit relates disturbs one acre or more of land, you must obtain a KPDES KYR10 permit.

Websites

<http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/>

Inspectors for KPDES KYR10 at www.KEPSC.org

IV. RIGHT OF WAY RESTORATION

All disturbed portions of the right of way shall be restored to grass as per Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition). A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding shall be as follows:

Slopes 3:1 or flatter	90% Kentucky 31 Tall Fescue 10% White Dutch Clover
-----------------------	---

Slopes steeper than 3:1	70% KY 31 Fescue 30% Partridge Pea
-------------------------	---------------------------------------

- Two tons of clean straw mulch per acre of seeding.
- Prior to seeding, the ground shall be prepared in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing.
- All ditch-flow lines and all ditch-side slopes shall be sodded.
- Existing concrete right of way markers shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee, with new concrete markers to match the original markers, in accordance with Kentucky Department of Highways Standard Drawings. Markers that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department.

Other right of way restoration requirements are as follows:

V. DRAINAGE

- All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating in accordance with Department Standard Specifications for Road and Bridge Construction (latest edition). Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill.
- All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along with curbs or in entrance areas or other paved areas within the right of way shall not be acceptable.
- All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to Department specifications and shall be constructed in accordance with the Department Standard Drawings. Type required:

VI. Paving

- No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Farenheit, without the express consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.

- Paving within the right of way shall be as follows:
 - Base (Type) _____ (Thickness) _____
 - Surface Base (Type) _____ (Thickness) _____
 - Finished Surface (Type) _____ (Thickness) _____

- Existing pavement and shoulder material shall be removed to accomodate the above paving specifications.

- The finished surface of all new pavement within the right of way shall be true to the required slope and grade, uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department of Highways.

- All materials and methods of construction, including base and subgrade preparation, shall be in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

- 48 hours notice to the Department is required prior to beginning paving operations.
 Phone: _____ Name: _____

- To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.

- Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with Kentucky Department of Highways Standard Specifications (latest edition), shall be applied between new and existing pavements.

VII. SIDEWALKS SPECIFICATIONS *This dimension should be equal to the width of the sidewalk.

- A. New Sidewalks**
 - Sidewalks shall be constructed of Class A concrete (3,500 p.s.i. test), shall be * _____ feet in width, 8 inches in thickness across the entrances, and 4 inches in thickness across the remaining sections.

 - Sidewalks shall have tooled joints not less than 1 inch in depth at four foot intervals*, and 1/2 premolded expansion joints extending entirely through the sidewalk at intervals not to exceed 50 feet.

 - All materials and methods of construction, including curing, shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

- B. Existing Sidewalks**
 - (Applicable if existing sidewalks are being relocated) Use of the sidewalk shall not be blocked or obstructed, and a usable walkway shall be maintained across the construction area at all times.

 - All damaged sections of the sidewalks shall be entirely replaced to match existing sections.

VIII. DENSE GRADED SHOULDERS

- Any existing dense-graded aggregate shoulders in the entire frontage within the construction area, which have been disturbed or damaged or on which dirt has been placed or mud has been deposited or tracked, shall be restored to original condition by removal of all contaminated material and replaced to proper grade with new dense-graded aggregate.
- All new aggregate shoulders as specified in the plan shall consist of 5 inches of compacted dense-graded aggregate, 2¹/₂ pounds per square yard of calcium chloride.
- All dense-graded aggregate shoulders shall slope away from the new edge of pavement at the rate of 3/4 inch per foot.

IX. CURBING

A. Bituminous Curbs

- Bituminous concrete curbs shall be given a paint coat of asphalt emulsion.
- The surface under the bituminous concrete curb shall be tacked with asphalt emulsion.
- All bituminous concrete curbs shall be constructed of a Class I bituminous concrete mixture as specified by official Department of Highways specifications.
- All bituminous curbs shall be rolled curb, with a minimum base width of 8 inches and a minimum height of _____ inches. The top of the curb shall be constructed in such a manner as to guarantee a uniform rolled effect throughout the entire run.

B. Concrete Curbs

- All curbs or curb and gutter shall be constructed of Class A concrete (3,500 p.s.i. test) and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- All concrete curbs shall be 6 inches in width, extend _____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 1/2 inch radii.
- All concrete curbs shall have expansion joints constructed at intervals of not more than 30 feet, and 1/2 inch premolded expansion joint material (cut to conform to the curb or to the curb and gutter section) shall be used in each expansion joint.
- The last _____ feet of all concrete curbs are to be tapered down to finished grade.

X. RIGHT-OF-WAY FENCE REPLACEMENT

- The replacement fence shall be a height of at least 48 inches and shall be of sufficient density to contain all animals (if applicable).

- The replacement fence shall be a minimum of 1 foot outside the right-of-way line. The fence materials and
- design shall meet accepted industry standards and be treated as paintable.
- The permittee shall be required to maintain the fence in a high state of repair.
- The existing fence shall be removed by permittee and stored at the Department's maintenance storage yard for future reuse by the Department.
- The control of access shall not be diminished as a result of replacement of the fence.
- Miscellaneous:

NOTICE TO PERMITTEE

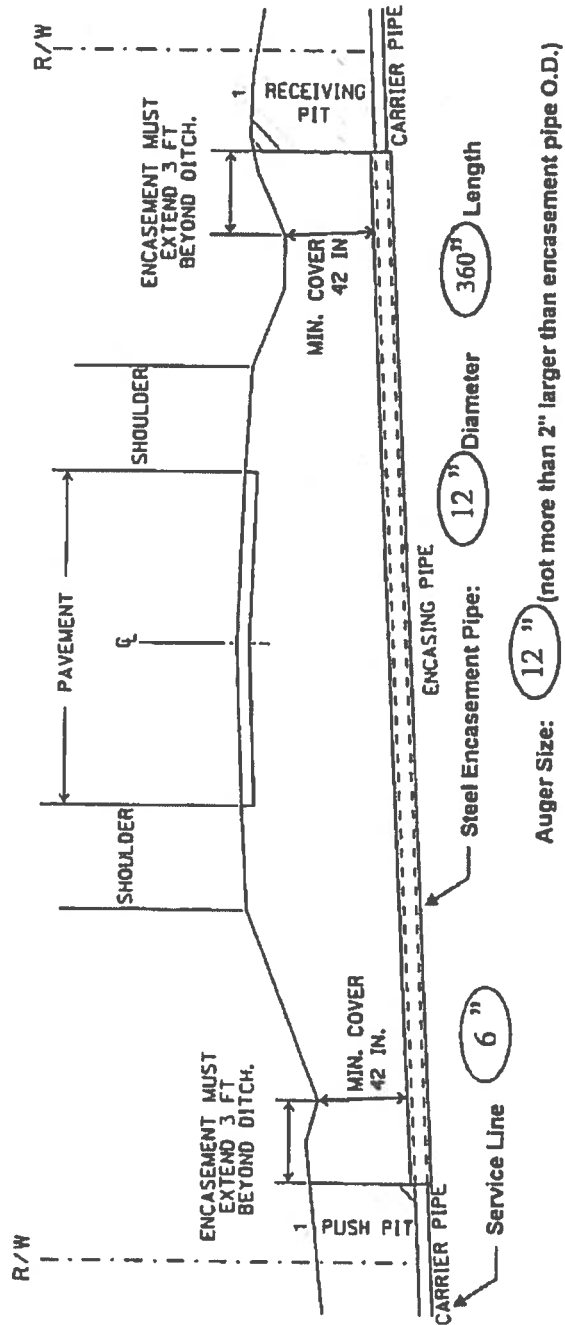
THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

Columbia Adair Utility District
Phase 20
Water System Improvements

Encroachment Number	Road number	Mile Marker	Type	Lat	Long	Description
1	KY 2287	0.55	Crossing	37° 05'50"N	85°18'40"W	Crossing at Intersection with Grissam St.
2	KY 2287	0.32	Crossing	37° 05'42"N	85°18'31"W	Crossing at Intersection with Pine St.
3	KY 2287	0.29	Crossing	37° 05'40"N	85°18'29"W	Crossing at intersection with Scott St.

Route Number: KY 2287
 Pavement Width: 24'
 Bore # 1
 Mile Point - 0.55 (KY 2287)

Failure to place bore at 42" depth will result in re-boring at applicant's expense, and may result in forfeiture of bond or other indemnity.

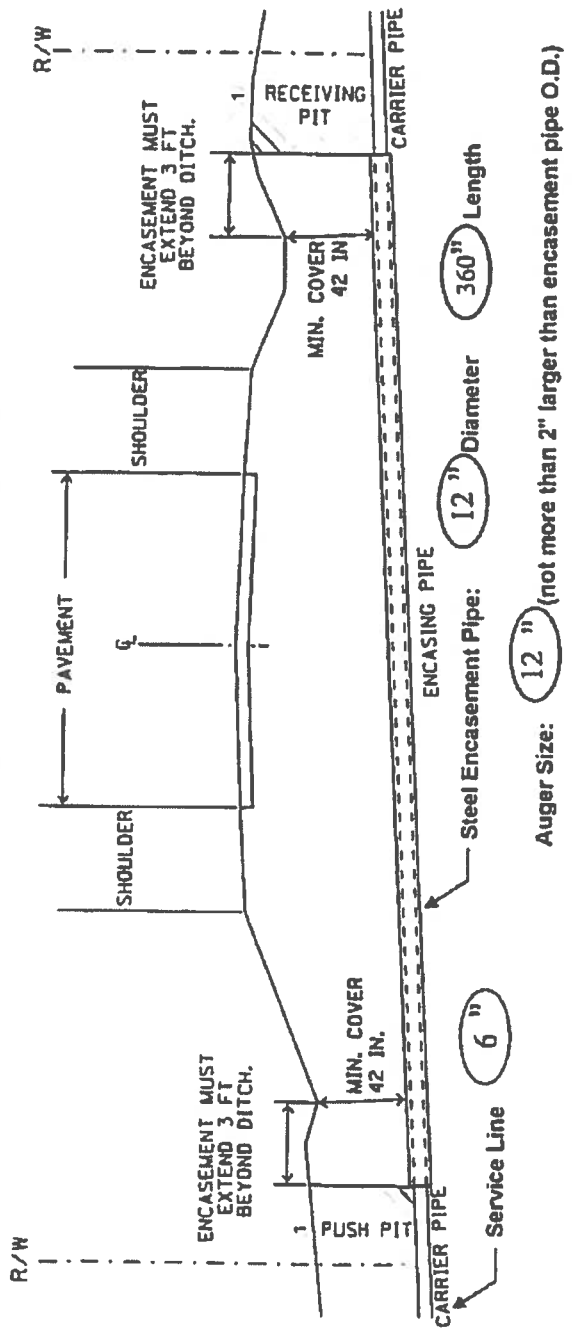


1. Push pit and receiving pit shall be backfilled and thoroughly compacted.
2. All ditch lines shall be restored to original condition.
3. Shape, seed, and straw all disturbed areas.
4. Services over 2" shall be steel encased unless exempt under Chapter Two of the KYTC Permits Guidance Manual.

KENTUCKY DEPARTMENT OF HIGHWAYS
TYPICAL HIGHWAY BORING CROSSING DETAIL
TC99-10 Rev. 04/06 Dist. 4

Route Number: KY 2287 Bore # 2
 Pavement Width: 24' Mile Point - 0.32 (KY 2287)

Failure to place bore at 42" depth will result in re-boring at applicant's expense, and may result in forfeiture of bond or other indemnity.

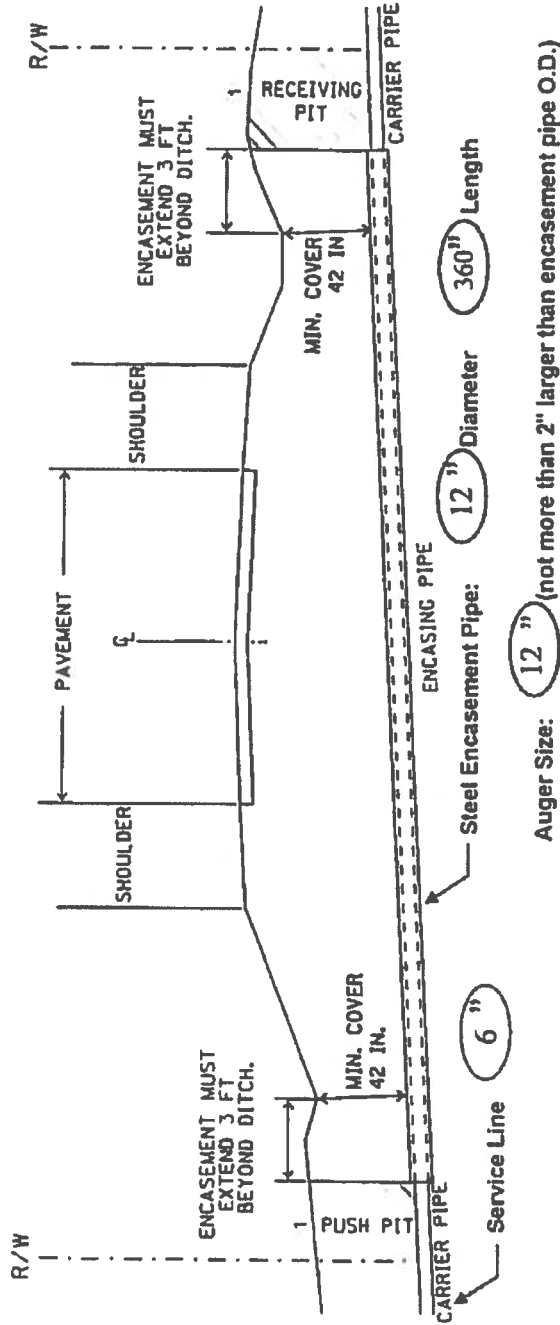


1. Push pit and receiving pit shall be backfilled and thoroughly compacted.
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KENTUCKY DEPARTMENT OF HIGHWAYS
TYPICAL HIGHWAY BORING CROSSING DETAIL
TC99-10 Rev. 04/06 Dist. 4

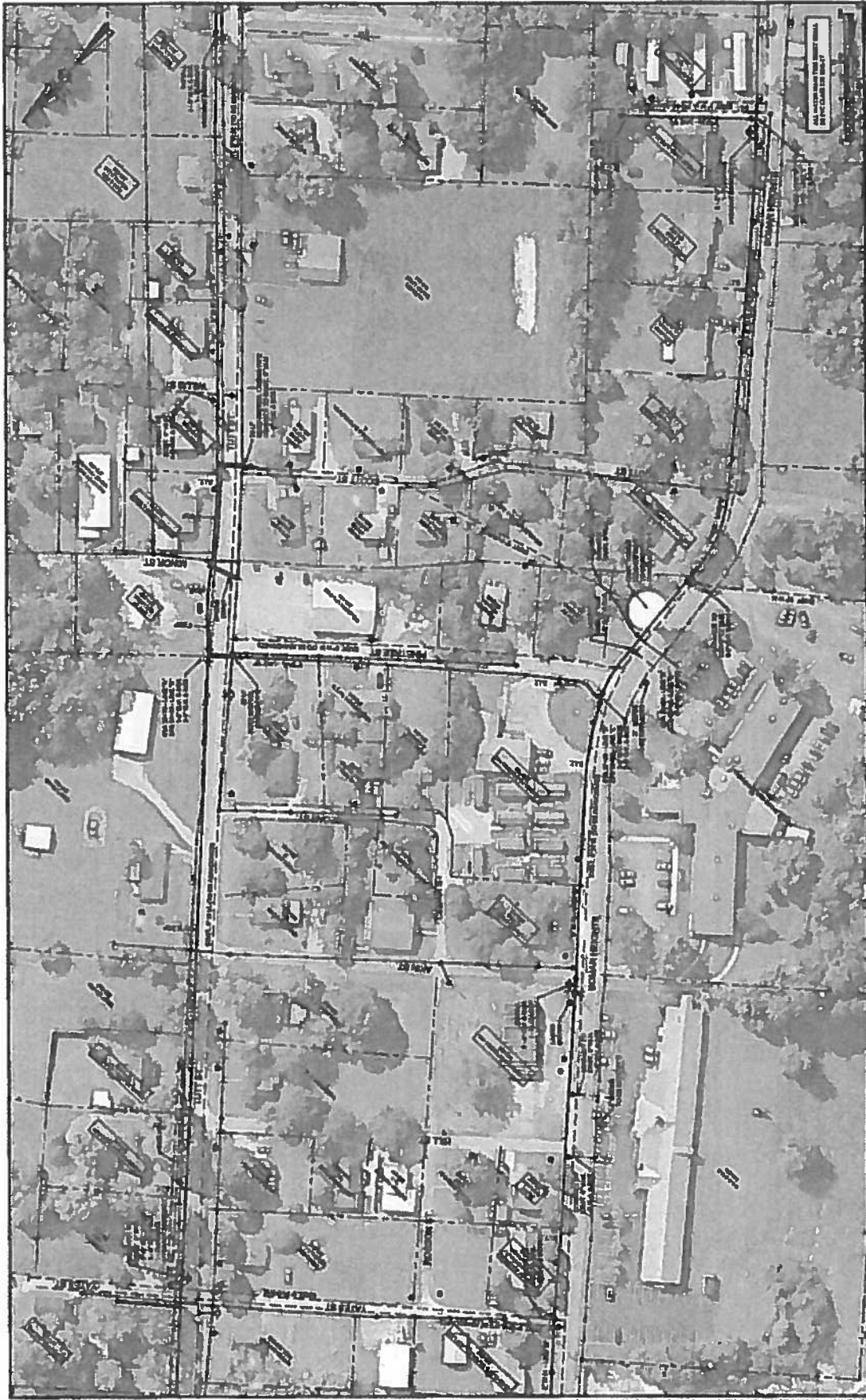
Route Number: KY 2287
 Pavement Width: 24'
 Bore # 3
 Mile Point - 0.29 (KY 2287)

Failure to place bore at 42" depth will result in re-boring at applicant's expense, and may result in forfeiture of bond or other indemnity.



1. Push pit and receiving pit shall be backfilled and thoroughly compacted.
2. All ditch lines shall be restored to original condition.
3. Shape, seed, and straw all disturbed areas.
4. Services over 2" shall be steel encased unless exempt under Chapter Two of the KYTC Permits Guidance Manual.

KENTUCKY DEPARTMENT OF HIGHWAYS
TYPICAL HIGHWAY BORING CROSSING DETAIL
TC99-10 Rev. 04/06 Dist 4



PROJECT NO. 200002
 SHEET NO. 4



**AERIAL PLAN
 TUTTT ST./BOMAR HEIGHTS**

**CONTRACT NO. 4
 PHASE 2B WATER SYSTEM
 IMPROVEMENTS
 WATER MAIN REPLACEMENT PROJECT
 COLUMBIA-BOAR UTILITIES DISTRICT**



DATE: 11/10/00
 PROJECT NO: 200002
 SHEET NO: 4
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 IN CHARGE: J. L. BROWN

NO.	DATE	DESCRIPTION	BY

IT IS A CONDITION OF ANY CONTRACT FOR THE CONSTRUCTION OF ANY WATER MAINS OR WATER MAIN REPLACEMENT PROJECT THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF KENTUCKY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF KENTUCKY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF KENTUCKY.



PROJECT NO. 20002
SHEET NO. 5



**AERIAL PLAN
TUTT ST./BOMAR HEIGHTS**

CONTRACT NO. 4
PHASE 20 WATER SYSTEM
IMPROVEMENTS
WATER MAIN REPLACEMENT PROJECT
COLUMBIA-ADAMS UTILITIES DISTRICT



DATE: 08/11/2009
PROJECT NO.: 20002
SHEET NO.: 5
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
DATE OF REVISION: 08/11/2009

NO.	DATE	DESCRIPTION

THIS PLAN IS A REVISION OF THE ORIGINAL PLAN FOR THE ABOVE PROJECT AND IS SUBJECT TO ALL THE CONDITIONS AND SPECIFICATIONS OF THE ORIGINAL PLAN AND THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA SHOWN ON THIS PLAN AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



IT IS A REPRESENTATION OF THE LAND AND NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

NO.	DATE	DESCRIPTION	BY

DATE:	MARCH 2017
PROJECT NO.:	02
PLAN NO.:	03
ISSUED BY:	03
SCALE:	AS SHOWN
© 2017 Kentucky Engineering Group, LLC	



CONTRACT NO. 4
 PHASE 2B WATER SYSTEM
 IMPROVEMENTS
 WATER MAIN REPLACEMENT PROJECT
 COLUMBIA-ADAM UTILITIES DISTRICT

AERIAL PLAN
 TUTT ST./BOMAR HEIGHTS



PROJECT NO.	20002
SHEET NO.	3

EXHIBIT C

KIA Commitment Letter



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
(502) 696-0676 (fax)
kia.ky.gov

Sandy Williams
Deputy Executive Director

April 6, 2021

William Harris, Chairman
Adair County Water District
109 Grant Lane, PO Box 567
Columbia, KY 42728

KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (F20-009)
INCREASE (Executive Director Approval)

Dear Chairman Harris:

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On April 5, 2021, the KIA Executive Director approved your request for a loan increase in the amount of \$134,253, subject to the conditions stated in Attachment A to this letter. The total cost of the project shall not exceed \$1,476,783, without prior authorization, of which the Authority is the sole source of the funding. The final loan amount will be equal to the amount of funds disbursed for the project. Attachment B incorporated herein by reference fully describes the project.

An Assistance Agreement will be executed between the Authority and the Adair County Water District upon satisfactory performance of the conditions set forth in Attachment A. You must meet the conditions set forth in Attachment A and enter into an Assistance Agreement by October 6, 2021 (six months from the date of this letter). A one-time extension of up to six months may be granted for applicants that experience extenuating circumstances. Funds will be available for disbursement only after execution of the Assistance Agreement.

Chairman Harris
April 6, 2021
Page 2

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams
Deputy Executive Director
Kentucky Infrastructure Authority

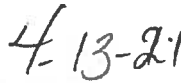
Attachments

cc: Holly Nicholas, Kentucky Engineering Group, PLLC
Kentucky Engineering Group, PLLC, James C Thompson

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms. Also included are the "Legal Counsel Certification Letter" sample and the "Statement of Approval of Projections of Revenue and Expenses" for you to complete at the appropriate time.



Accepted



Date

Chairman Harris
April 6, 2021
Attachment A

The Assistance Agreement and this commitment shall be subject, but not limited to, the following terms:

1. The Authority project loan shall not exceed \$1,476,783 without prior authorization.
2. Principal forgiveness of 50% of the assistance amount, not to exceed \$671,265 will be credited to the loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the borrower.
3. The loan shall bear interest at the rate of 0.50% per annum commencing with the first draw of funds.
4. Interest shall be payable on the unforgiven amount of actual funds received. The first payment shall be due on June 1, or December 1, immediately succeeding the date of the initial draw of funds, provided that if such June 1, or December 1, shall be less than three months since the date of the initial draw of funds, then the first interest payment date shall be the June 1, or December 1, which is at least six months from the date of the initial draw of funds. Interest payments will be due each six months thereafter until the loan is repaid. KIA requires the use of Automated Clearing House (ACH) debits for payment of all balances due on the loan. This will ensure that payments are credited timely to your account without the risk of incurring late payment fees. If the due date falls on a weekend or holiday your account will be debited on the next business day.
5. Full principal payments will commence on the appropriate June 1, or December 1, within twelve months from initiation of operation. Full payments will be due each six months thereafter until the loan is repaid.
6. The loan shall be repaid over a period not to exceed 30 years from the date of initiation of operation for the project.
7. A loan servicing fee of 0.25% of the outstanding loan balance shall be payable to the Authority as a part of each interest payment.
8. Loan funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
9. The Authority loan funds must be expended within six months of the official date of initiation of operation.
10. Fund "F" loan funds may be considered to be federal funds. OMB Circular

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A-133, "Audits of States, Local Governments and Non-Profit Organizations, requires that all recipients and sub-recipients **expending \$750,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year** in accordance with the Circular. If the federal amount expended plus all other federal funds expended exceeds the threshold, you are required to arrange for an A-133 audit to be performed by an independent, licensed CPA, or in special cases, the Auditor of Public Accounts of the Commonwealth of Kentucky. Please note that the guidance for single audit requirements has changed for fiscal or calendar year 2016 audits. Please consult with your independent auditor as soon as possible to understand how the changes will affect you.

11. The Authority requires that an annual financial audit be provided for the life of the loan.
12. The final Assistance Agreement must be approved by ordinance or resolution, as applicable, of the city council or appropriate governing board.
13. The Borrower must maintain a 1.1 debt coverage ratio throughout the life of the KIA loan. All borrowers are subject to at least an annual financial review for compliance.

The following is a list of the standard conditions to be satisfied prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. Any required documentation must be submitted to the party designated.

1. The Authority to Award (bid) package must be submitted to the Division of Water for approval within 14 days of bid opening.
2. The Assistance Agreement must be executed within six (6) months from bid opening.
3. Documentation of final funding commitments from all parties other than the Authority as reflected in the credit analysis shall be provided prior to preparation of the Assistance Agreement and disbursement of the loan monies. Rejections of any anticipated project funding shall be immediately reported and may cause this loan to be subject to further consideration.
4. The loan must undergo review by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the State's execution of the Assistance Agreement. The committee meets monthly on the third Tuesday. Any special conditions listed in Attachment B must be satisfied before the project is presented before the Committee.

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5. Any required adjustment in utility service rates shall be adopted by ordinance, municipal order or resolution by the appropriate governing body of the Borrower. Public hearings as required by law shall be held prior to the adoption of the service rate ordinance, order, or resolution. Any required approvals by the Kentucky Public Service Commission shall be obtained.
6. The Borrower must provide documentation of Eclearinghouse Endorsement and Eclearinghouse Comments.
7. Prior to the project bid, an environmental review shall be conducted by the Division of Water for all construction projects receiving State Revolving Funds ("SRF") money.
8. Technical plans and specifications and a complete SRF specifications checklist shall be approved by the Division of Water prior to project bid.
9. All easements or purchases of land shall be completed prior to commencement of construction. Clear Site Certification of all land or easement acquisitions shall be provided to the Division of Water. DOW representatives shall be notified for attendance of the pre-construction conference.
10. Project changes or additions deviating from the original scope of work described in the Project Profile may require a new or amended environmental review and change order review before they can be included in the SRF loan project.
11. The Borrower must provide certification from their legal counsel stating that they have prepared construction specifications in accordance with all applicable state or federal wage rate laws, and that the procurement procedures, including those for construction, land, equipment and professional services that are a part of the project, are in compliance with applicable federal, state and local procurement laws.
12. The Borrower shall implement the Kentucky Uniform System of Accounting (KUSoA), or an alternative approved by the Authority and assure that rates and charges for services are based upon the cost of providing such service.
13. The Borrower shall comply with all Davis Bacon related monitoring and reporting and require all contractors to pay wages pursuant to applicable prevailing wage rates for all work relating to the subject Project.
14. Based on the final "as-bid" project budget, the Borrower must provide

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satisfactory proof, based on then existing conditions, that the revenue projections in the attached descriptions are still obtainable and that the projections of operating expenses have not materially changed. The "as bid" project budget shall be reviewed and approved by the consulting engineer.

15. The project shall comply with American Iron and Steel requirements of The Consolidated Appropriations Act of 2014 (H.R. 3547), which became effective January 17, 2014, unless engineering plans and specifications were approved by the Division of Water prior to the effective date.

Any special conditions stated in Attachment B must be resolved.

COMPLETE AFTER BID OPENING

**STATEMENT OF APPROVAL
OF PROJECTIONS OF REVENUE AND EXPENSES**

Borrower Name: Adair County Water District d/b/a
Columbia/Adair Utilities District

Loan No.: F20-009

I hereby certify that the revenue projections in the attached descriptions are still obtainable and that projections of operating expenses have not materially changed based on the "as-bid" budget submitted for the Project.

Signed: William Harris
William Harris, Chairman
Borrower

4-13-21
Date

Law Office
MARSHALL F. LOY
201 Cardinal Drive
Columbia, Kentucky 42728

Telephone 270-384-2356

email.marshallfloy@yahoo.com

Fax No. 270-384-4781

April 14, 2021

Kentucky Infrastructure Authority
100 Airport Road
Frankfort, Kentucky 40601

RE: SRF Loan#
City of Columbia

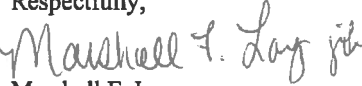
Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the Columbia/Adair Utilities District, hereinafter referred to as the "Water Utility". I am familiar with the organization and existence of the Water Utility and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the water project (the "Project") with respect to which the funding commitment by and between the Kentucky Infrastructure Authority ("Authority") and the Water Utility.

I have reviewed the commitment letter by and between the Authority and the Water Utility and the documentation regarding wages and procurements with respect to the Project.

Based upon my review I am of the opinion that:

The Water Utility has prepared construction specifications in accordance with all applicable federal wage rate laws and that the procurement procedures including those for construction, land equipment and professional services that are a part of the project are in compliance with all applicable federal, state and local procurement laws.

Respectfully,

Marshall F. Loy

SAMPLE LETTER

[Letterhead of Counsel for Water Utility]

[Date]

Kentucky Infrastructure Authority
100 Airport Road
Frankfort, Kentucky 40601

RE: SRF Loan#
City of xxxxx

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the XXXXXXXXXXXXX, hereinafter referred to as the "Water Utility ". I am familiar with the organization and existence of the Water Utility and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the water project (the "Project") with respect to which the funding commitment by and between the Kentucky Infrastructure Authority ("Authority") and the Water Utility.

I have reviewed the commitment letter by and between the Authority and the Water Utility and the documentation regarding wage rates and procurement with respect to the Project.

Based upon my review I am of the opinion that:

The Water Utility has prepared construction specifications in accordance with all applicable federal wage rate laws and that the procurement procedures including those for construction, land, equipment and professional services that are a part of the project are in compliance with all applicable federal, state and local procurement laws.

Respectfully,

ATTACHMENT B

**Adair County Water District
F20-009 (Increase)**

EXECUTIVE SUMMARY KENTUCKY INFRASTRUCTURE AUTHORITY FUND F, FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND		Reviewer Date KIA Loan Number WRIS Number	Meili Sun April 5, 2021 F20-009 (Increase) WX21001029	
BORROWER		ADAIR COUNTY WATER DISTRICT ADAIR COUNTY		
BRIEF DESCRIPTION The Adair County Water District is requesting to increase the loan amount for the Water Main Replacement Project from \$1,342,530 to \$1,476,783 due to higher bids than estimated. This project consists of construction of 7,400 linear feet of 8-inch water main to replace existing undersized asbestos cement waterlines along Tutt Street and Bomar Heights and 5,250 linear feet of 6-inch water main in the area. The construction will require replacement of approximately 89 customer services along the new water main route. Additionally, the project will renovate and repaint the elevated 300,000 gallon City Industrial Tank and demolish the elevated 500,000 gallon Paige Street and the elevated 200,000 gallon Bomar Heights Tanks.				
PROJECT FINANCING		PROJECT BUDGET		
Fund F Loan	\$1,476,783	RD Fee %	Actual %	
		Administrative Expenses	\$7,500	
		Legal Expenses	2,500	
		Planning	25,000	
		Eng - Design / Const	8.6% 7.2% 91,180	
		Eng - Insp	5.4% 4.5% 57,600	
		Eng - Other	20,000	
		Construction	1,180,394	
		Contingency	92,609	
TOTAL	\$1,476,783	TOTAL	\$1,476,783	
REPAYMENT	Rate	0.50%	Est. Annual Payment \$30,962	
	Term	30 Years	1st Payment 6 Mo. after first draw	
PROFESSIONAL SERVICES	Engineer	Kentucky Engineering Group, PLLC		
	Bond Counsel	Rubin & Hays		
PROJECT SCHEDULE	Bid Opening	Mar-21		
	Construction Start	May-21		
	Construction Stop	Feb-22		
DEBT PER CUSTOMER	Existing	\$2,699		
	Proposed	\$2,834		
OTHER DEBT	See Attached			
RESIDENTIAL RATES		<u>Users</u>	<u>Avg. Bill</u>	
	Current	7,943	\$40.90 (for 4,000 gallons)	
	Additional	0	\$40.90 (for 4,000 gallons)	
REGIONAL COORDINATION	This project is consistent with regional planning recommendations.			
CASHFLOW	Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service	Coverage Ratio
Audited 2017	1,520,068	1,767,710	(247,642)	0.9
Audited 2018	1,493,692	1,985,357	(491,665)	0.8
Audited 2019	1,634,648	1,613,445	21,203	1.0
Projected 2020	1,484,913	1,663,835	(178,922)	0.9
Projected 2021	2,361,782	1,564,091	797,691	1.5
Projected 2022	2,298,583	1,629,293	669,290	1.4
Projected 2023	2,220,303	1,685,876	534,427	1.3
Projected 2024	2,154,550	1,721,819	432,731	1.3

Reviewer: Meili Sun
Date: April 5, 2021
Loan Number: F20-009 Increase

**KENTUCKY INFRASTRUCTURE AUTHORITY
WASTEWATER REVOLVING LOAN FUND (FUND F)
ADAIR COUNTY WATER DISTRICT, ADAIR COUNTY
PROJECT REVIEW
WX21001029**

I. PROJECT DESCRIPTION

The Adair County Water District (ACWD) is requesting an increase of \$134,253 to the initial loan of \$1,342,530 approved in March, 2020 for the Water Main Replacement Project. The reason for the loan increase is due to higher pipe prices and less competition for the elevated storage tank contract. The increase has been approved on the executive director level as it is not more than 10 percent of the total loan amount.

This project will construct 7,400 linear feet of 8-inch water main to replace existing undersized asbestos-cement waterlines along Tutt Street and Bomar Heights and 5,250 linear feet of 6-inch water main on some cross streets in the area, which will require replacement of approximately 89 customer services along the new water main route. Additionally, the project will renovate and repaint the 300,000-gallon City Industrial Tank and demolish the 500,000 gallon Paige Street and the 200,000 gallon Bomar Heights Tanks.

The aging asbestos-cement waterlines are considered hazardous as they become brittle and prone to breaking. They must be removed for protection of public health. The City Industrial Tank is in poor condition and overdue for renovation and repainting. The other two tanks were taken out of service when a new tank was constructed in the past. They are no longer useful and have become a liability to ACWD.

ACWD is a Public Service Commission (PSC) regulated utility producing 93% of the water supply and purchasing the remainder to serve approximately 1,700 retail customers in Adair County and 3 wholesale customers. All retail and wholesale rate adjustments are subject to PSC approval.

II. PROJECT BUDGET

	<u>Total</u>
Administrative Expenses	\$ 7,500
Legal Expenses	2,500
Planning	25,000
Engineering Fees – Design	63,826
Engineering Fees – Construction	27,354
Engineering Fees – Inspection	57,600
Engineering Fees – Other	20,000
Construction	1,180,394
Contingency	92,609
Total	\$ 1,476,783

III. PROJECT FUNDING

	<u>Amount</u>	<u>%</u>
KIA Fund F Loan	\$ 1,476,783	100%

IV. KIA DEBT SERVICE

Construction Loan	\$ 1,476,783
Principal Forgiveness	671,265
Amortized Loan Amount	\$ 805,518
Interest Rate	0.50%
Loan Term (Year)	30
Estimated Annual Debt Service	\$ 28,948
Administrative Fee (0.25%)	2,014
Total Estimated Annual Debt Service	\$ 30,962

V. PROJECT SCHEDULE

Bid Opening	March 2021
Construction Start	May 2021
Construction Stop	February 2022

VI. CUSTOMER COMPOSITION AND RATE STRUCTURE

A) Customers

	<u>Current</u>
Residential	7,391
Commercial	481
Industrial	71
Total	<u>7,943</u>

B) Rates

	Sewer	
	<u>Current</u>	<u>Prior</u>
Date of Last Rate Increase	10/21/20	07/23/14
Minimum (No Usage)	\$7.00	\$5.00
All Usage per 1,000 Gallons	7.20	5.20
Cost for 4,000 gallons	<u>\$35.80</u>	<u>\$25.80</u>
Increase %	38.8%	
Affordability Index (Rate/MHI)	1.6%	1.1%

	Water	
	<u>Current</u>	<u>Prior</u>
Date of Last Rate Increase	10/21/20	02/03/12
First 1,000 Gallons	19.90	
Next 4,000 Gallons	7.00	
First 2,000 Gallons		\$19.90
Next 3,000 Gallons		7.00
Next 5,000 Gallons	<u>\$6.25</u>	<u>6.25</u>
Cost for 4,000 gallons	<u>\$40.90</u>	<u>\$33.90</u>
Increase %	20.6%	
Affordability Index (Rate/MHI)	1.4%	1.2%

VII. DEMOGRAPHICS

Based on current Census data from the American Community Survey 5-Year Estimate 2013-2017, the Utility's service area population was 16,785 with a Median Household Income (MHI) of \$34,172. The median household income for the Commonwealth is \$46,535. The project will qualify for a 30 year loan at 0.50% interest rate.

Year	Population		County	% Change	County Unemployment	
	City	% Change			Date	Rate
1980	3,710		15,233		June 2005	5.7%
1990	3,845	3.6%	15,360	0.8%	June 2010	11.8%
2000	4,014	4.4%	17,244	12.3%	June 2015	7.6%
2010	4,452	10.9%	18,656	8.2%	June 2019	6.0%
Current	4,852	9.0%	19,304	3.5%		
Cumulative %		30.8%		26.7%		

VIII. 2019 CAPITALIZATION GRANT EQUIVALENCIES

Additional Subsidization – This project qualifies for additional subsidization. Principal forgiveness of 50% of the assistance amount, not to exceed \$671,265 will be credited to the loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the borrower.

IX. FINANCIAL ANALYSIS

Financial information was obtained from the audited financial statements for the years ended December 31, 2017 through December 31, 2019. The non-cash impacts of GASB 68 – Accounting and Financial Reporting for Pensions and GASB 75 – Other Postemployment Benefit have been removed from the operating expenses. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

HISTORY

Revenues increased 4.0% from \$4.49 million in 2017 to \$4.67 million in 2019 while operating expenses increased 2.3% from \$2.97 million to \$3.04 million during the same period. The debt coverage ratios of 2017, 2018, and 2019 were 0.9, 0.8, and 1.0 respectively.

The balance sheet reflects a current ratio of 1.9, a debt to equity ratio of 1.2, 34.1 days of sales in accounts receivable, and 0.7 month of operating expenses in unrestricted cash.

PROJECTIONS

Projections are based on the following assumptions:

- 1) Combined water and sewer revenues will increase approximately \$900,000 based on the rate increases approved by the PSC in October, 2020.
- 2) Combined operating expenses including water purchase will increase 2% annually for inflation.
- 3) Debt coverage ratio is 1.3 in 2023 for the first principal and interest repayment.

Based on the pro forma assumptions, the utility shows adequate cash flow to repay the KIA Fund A loan.

REPLACEMENT RESERVE

The replacement reserve will be 5% (\$74,000 total) of the final amount borrowed to be funded annually (\$3,700 yearly) each December 1 for 20 years and maintained for the life of the loan.

X. DEBT OBLIGATIONS

	<u>Outstanding</u>	<u>Maturity</u>
2004 Utilities Revenue Bonds	\$ 393,500	2043
2005 Water Revenue Bonds	994,000	2045
2006 Water Revenue Bonds	2943,500	2045
2007 Water Revenue Bonds	639,000	2046
2008 Water Revenue Bonds	265,400	2048
2008 Utilities Revenue Bonds	99,200	2047
2009 Water Revenue Bonds	972,500	2050
2011 Water Revenue Bonds	1,072,500	2051
2012 Water Revenue Bonds	1,333,000	2052
2013D Water Revenue Bonds (Refunding)	2,515,000	2040
2014 Water Revenue Bonds	655,500	2054
KIA Loan F06-01	2,032,831	2028
KIA Loan F07-01	474,750	2028
KIA Loan F10-01	2,689,800	2032
KIA Loan F10-02	1,097,995	2032
KIA Loan F11-10	743,437	2034
KIA Loan F12-04	2,417,516	2044
Bank of Columbia Note	121,210	2019
KIA Loan A20-016 i.a.o. \$2,104,870		TBD
RD Loan i.a.o. \$1,945,000		TBD
Total	\$ 21,440,639	

XI. CONTACTS

Legal Applicant	
Name	Adair County Water District DBA Columbia/Adair Utilities District
Address	109 Grant Lane, PO Box 567 Columbia, KY 42728
County	Adair
Authorized Official	William Harris
Phone	(270) 384-2181
Email	utility@caud.net

Project Contact - Applicant	
Name	Lenny Stone, Manager
Organization	Columbia/Adair Utilities District
Address	109 Grant Lane, PO Box 567 Columbia, KY 42728
Phone	(270) 384-2181
Email	lenny.stone@caud.net

Project Administrator	
Name	Holly Nicholas
Organization	Kentucky Engineering Group, PLLC
Address	161 North Locust St, PO Box 1034 Versailles, KY 40383
Phone	(859) 333-9742
Email	hnicholas@kyengr.com

Consulting Engineer	
Name	James C Thompson
Firm	Kentucky Engineering Group, PLLC
Address	161 North Locust St, PO Box 1034 Versailles, KY 40383
Phone	(859) 251-4127
Email	jthompson@kyengr.com

XII. RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard conditions and two special conditions related to the PSC regulations:

1. ACWD shall apply to the Public Service Commission (PSC), pursuant to KRS 278.300, for debt authorization for KIA loan A20-016, F20-009, and the pending RD loan. This debt authorization application should include a forecast meeting debt service projected through 2025.
2. Prior to the assistance agreement being executed, ACWD must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020, from the PSC for any portion of the project that may require it, or provide an opinion from legal counsel or the staff of the PSC, or a declaratory order from the PSC, that a CPCN is not required for any portion of the assets to be constructed as part of the loan agreement.

**ADAIR COUNTY WATER DISTRICT
FINANCIAL SUMMARY (DECEMBER YEAR END)**

	Audited <u>2017</u>	Audited <u>2018</u>	Audited <u>2019</u>	Projected <u>2020</u>	Projected <u>2021</u>	Projected <u>2022</u>	Projected <u>2023</u>	Projected <u>2024</u>
Balance Sheet								
Assets								
Current Assets	890,914	760,210	869,865	681,824	1,567,315	2,236,605	2,771,032	3,203,764
Other Assets	50,935,078	49,753,410	48,018,817	45,908,179	44,034,692	47,924,885	45,927,048	43,929,212
Total	51,825,992	50,513,620	48,888,682	46,590,003	45,602,007	50,161,490	48,698,081	47,132,975
Liabilities & Equity								
Current Liabilities	343,040	445,105	458,084	463,341	468,741	474,241	479,841	485,541
Long Term Liabilities	26,053,948	26,495,332	25,844,846	24,293,102	23,218,715	26,517,462	25,360,992	24,088,028
Total Liabilities	26,396,988	26,940,437	26,302,930	24,756,443	23,687,456	26,991,703	25,840,833	24,573,569
Net Assets	25,429,004	23,573,183	22,585,752	21,833,560	21,914,551	23,169,787	22,857,248	22,559,406
Cash Flow								
Revenues	4,486,762	4,557,728	4,668,345	4,668,345	5,607,174	5,607,174	5,607,174	5,607,174
Operating Expenses	2,970,140	3,083,669	3,037,262	3,186,997	3,248,957	3,312,156	3,390,436	3,456,189
Other Income	3,446	19,633	3,565	3,565	3,565	3,565	3,565	3,565
Cash Flow Before Debt Service	1,520,068	1,493,692	1,634,648	1,484,913	2,361,782	2,298,583	2,220,303	2,154,550
Debt Service								
Existing Debt Service	1,767,710	1,985,357	1,613,445	1,663,835	1,564,091	1,629,293	1,654,914	1,690,857
Proposed KIA Loan	0	0	0	0	0	0	30,962	30,962
Total Debt Service	1,767,710	1,985,357	1,613,445	1,663,835	1,564,091	1,629,293	1,685,876	1,721,819
Cash Flow After Debt Service	(247,642)	(491,665)	21,203	(178,922)	797,691	669,290	534,427	432,731
Ratios								
Current Ratio	2.6	1.7	1.9	1.5	3.3	4.7	5.8	6.6
Debt to Equity	1.0	1.1	1.2	1.1	1.1	1.2	1.1	1.1
Days Sales in Accounts Receivable	34.8	32.3	34.1	34.1	34.1	34.1	34.1	34.1
Months Operating Expenses in Unrestricted Cash	0.9	0.4	0.7	0.0	3.1	5.5	7.3	8.7
Debt Coverage Ratio	0.9	0.8	1.0	0.9	1.5	1.4	1.3	1.3

EXHIBIT D

Estimated Annual Cost of Operation

XXXI. PROPOSED OPERATING BUDGET - (WATER SYSTEM) - EXISTING USERS

(1st Full Year of Operation)

Year Ending

12/31/2021

A. Operating Income:

Water Sales	\$	4,256,459
Disconnect/Reconnect/Late Charge Fees	\$	170,000
Other (Describe)		

Less Allowances and Deductions

Total Operating Income	\$	<u>4,426,459</u>
------------------------	----	------------------

B. Operation and Maintenance Expenses:

(Based on Uniform System of Accounts prescribed by National Association of Regulatory Utility Commissioners)

Source of Supply Expense	\$	5,000
Pumping Expense		
Water Treatment Expense	\$	200,000
Transmission and Distribution Expense	\$	900,000
Customer Accounts Expense	\$	100,000
Administrative and General Expense	\$	<u>1,400,000</u>

Total Operating Expenses	\$	<u>2,605,000</u>
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Net Operating Income	\$	1,821,459
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C. Non-Operating Income:

Interest on Deposits	\$	-
Other (Identify)		

Total Non-Operating Income	\$	-
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D. Net Income	\$	<u>1,821,459</u>
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E. Debt Repayment:

RD Interest	\$	333,749
RD Principal	\$	228,205
Reserve	\$	20,640
Non-RD Interest	\$	169,837
Non-RD Principal	\$	<u>871,431</u>

Total Debt Repayment	\$	1,623,862
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Short Lived Assets	\$	187,367
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F. Balance Available for Coverage and Depreciation	\$	10,230
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Debt Coverage Ratio		1.12
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EXHIBIT E

Financial Statements

ADAIR COUNTY WATER DISTRICT
 DBA COLUMBIA/ADAIR UTILITIES DISTRICT
 STATEMENT OF NET POSITION
 December 31, 2019 and 2018

	Water	Sewer	Total 2019	2018
ASSETS				
CURRENT ASSETS				
Cash and Cash Equivalents	\$ 157,120	\$ 27,727	\$ 184,847	\$ 107,489
Customer Accounts Receivable, net	318,285	118,076	436,361	403,302
Inventory	184,778	9,725	194,503	204,423
Prepaid Expenses	50,889	3,265	54,154	44,996
Restricted Cash and Investments	954,893	106,099	1,060,992	1,134,478
Total Current Assets	1,665,965	264,892	1,930,857	1,894,688
NON-CURRENT ASSETS				
Capital Assets:				
Land and Construction in Progress	463,119	95,901	559,020	559,020
Other Capital Assets				
Net of Accumulated Depreciation	34,977,951	10,531,823	45,509,774	47,408,032
Total Non-Current Assets	35,441,070	10,627,724	46,068,794	47,967,052
TOTAL ASSETS	37,107,035	10,892,616	47,999,651	49,861,740
Deferred Outflows of Resources				
Pension	393,651	58,181	451,832	409,704
Pension Contributions	129,615	30,324	159,939	81,386
OPEB	175,568	38,394	213,962	134,397
OPEB Contributions	51,298	12,000	63,298	26,393
Total Deferred Outflows of Resources	750,132	138,899	889,031	651,880

See accompanying notes to financial statements.

ADAIR COUNTY WATER DISTRICT
DBA COLUMBIA/ADAIR UTILITIES DISTRICT
STATEMENT OF NET POSITION
December 31, 2019 and 2018

	Water	Sewer	Total 2019	2018
LIABILITIES				
CURRENT LIABILITIES				
Accounts Payable - Trade	\$ 244,518	\$ 19,725	\$ 264,243	\$ 259,813
Accrued and Withheld Taxes	61,037	18,784	79,821	75,074
Customer Deposits	47,215	8,144	55,359	54,291
Accrued Payroll	27,591	4,312	31,903	28,744
Accrued Sick Leave	67,208	14,909	82,117	81,474
Liabilities Payable from Restricted Assets:				
Interest Payable	185,551	21,156	206,707	238,374
Current Portion of Revenue Notes and Bonds Payable	971,185	79,850	1,051,035	1,028,590
Current Portion of Notes Payable	101,210	-	101,210	123,258
Total Current Liabilities	1,705,515	166,880	1,872,395	1,889,618
NON-CURRENT LIABILITIES				
Long-term Liabilities (Excluding Current Portion):				
Net Pension Liabilities	2,324,622	424,736	2,749,358	2,308,469
Net OPEB Liability	537,719	119,624	657,343	672,941
Non-Current Portion of Revenue Notes and Bonds Payable	18,783,594	1,504,800	20,288,394	21,338,776
Total Non-Current Liabilities	21,645,935	2,049,160	23,695,095	24,320,186
TOTAL LIABILITIES	23,351,450	2,216,040	25,567,490	26,209,804
DEFERRED INFLOWS				
Advances for Construction	153,328	-	153,328	166,140
Premium on Debt Refunding	222,133	-	222,133	232,968
Pension	102,197	16,003	118,200	194,493
OPEB	192,691	49,088	241,779	137,032
TOTAL DEFERRED INFLOWS	670,349	65,091	735,440	730,633
NET POSITION				
Invested in Capital Assets, Net of Related Debt			24,421,448	25,238,054
Restricted			1,060,992	1,134,478
Unrestricted			(2,896,688)	(2,799,349)
TOTAL NET POSITION			\$22,585,752	\$23,573,183

See accompanying notes to financial statements.

ADAIR COUNTY WATER DISTRICT
 DBA COLUMBIA/ADAIR UTILITIES DISTRICT
 STATEMENTS OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
 For the Years Ended December 31, 2019 and 2018

	Water	Sewer	Total 2019	Total 2018
OPERATING REVENUES				
Water Sales	\$3,719,468	\$ 694,136	\$ 4,413,604	\$ 4,397,714
Service Charges and Other	254,741	-	254,741	160,014
Total Operating Revenues	3,974,209	694,136	4,668,345	4,557,728
OPERATING EXPENSES				
Personal Service	1,430,634	355,846	1,786,480	1,725,791
Contractual Services	64,878	19,823	84,701	60,435
Supplies and Materials	388,468	14,207	402,675	490,975
Repairs and Maintenance	106,151	52,711	158,862	140,872
Operational	585,413	235,725	821,138	868,841
Depreciation and Amortization	1,442,788	519,689	1,962,477	2,049,738
Total Operating Expenses	4,018,332	1,198,001	5,216,333	5,336,652
OPERATING INCOME/(LOSS)	(44,123)	(503,865)	(547,988)	(778,924)
NON-OPERATING REVENUES (EXPENSES)				
Other Non-Utility Income	2,459	-	2,459	6,210
Interest Income	1,042	64	1,106	13,423
Bond Issuance Costs	(1,295)	(560)	(1,855)	(1,496)
Interest Expenses	(444,464)	(84,475)	(528,939)	(583,369)
Amortization of Bond Debt	7,260	3,576	10,836	10,836
Total Non-Operating Revenues (Expenses)	(434,998)	(81,395)	(516,393)	(554,396)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(479,121)	(585,260)	(1,064,381)	(1,333,320)
Capital Contributions	74,200	2,750	76,950	488,714
Grants	-	-	-	-
INCREASE (DECREASE) IN NET POSITION	(404,921)	(582,510)	(987,431)	(844,606)
NET POSITION				
Beginning of Year, Restated			23,573,183	24,417,789
End of Year			<u>\$22,585,752</u>	<u>\$23,573,183</u>

See accompanying notes to financial statements.

ADAIR COUNTY WATER DISTRICT
 DBA COLUMBIA/ADAIR UTILITIES DISTRICT
 STATEMENT OF CASH FLOWS
 For the Years Ended December 31, 2019 and 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received From Customers	\$ 4,635,285	\$ 4,582,630
Cash Payments to Employees for Services	(1,561,337)	(1,511,631)
Cash Payments to Suppliers for Goods and Services	(1,474,995)	(1,570,661)
Customer Deposits Received	32,120	25,939
Customer Deposits Returned	(31,052)	(23,381)
Net Cash Provided/(Used) By Operating Activities	1,600,021	1,502,896
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and Construction of Capital Assets	(64,219)	(1,279,547)
Debt Retired	(1,050,986)	(1,398,724)
Debt Issued	1,000	1,181,749
Interest Paid on Debt	(562,459)	(586,633)
Capital Grants and Contributions	76,950	488,714
Net Cash Provided/(Used) By Financing Activities	(1,599,714)	(1,594,441)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Miscellaneous Non-Operating Income	2,459	6,211
Net Cash Provided/(Used) by Noncapital Financing Activities	2,459	6,211
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest	1,106	13,423
Net Cash Provided/(Used) By Investing Activities	1,106	13,423
Net Increase/(Decrease) In Cash and Cash Equivalents	3,872	(71,911)
Cash and Cash Equivalents - Beginning of Year	1,241,967	1,313,878
Cash and Cash Equivalents - End of Year	\$ 1,245,839	\$ 1,241,967
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET ASSETS		
Cash and Cash Equivalents	\$ 184,847	\$ 107,489
Restricted Cash	1,060,992	1,134,478
TOTAL CASH AND CASH EQUIVALENTS	\$ 1,245,839	\$ 1,241,967

See accompanying notes to financial statements.

ADAIR COUNTY WATER DISTRICT
 DBA COLUMBIA/ADAIR UTILITIES DISTRICT
 STATEMENT OF CASH FLOWS (CONTINUED)
 For the Years Ended December 31, 2019 and 2018

	2019	2018
RECONCILIATION OF OPERATING INCOME/(LOSS) TO NET CASH PROVIDED/(USED) FOR OPERATING ACTIVITIES		
Operating Income (Loss)	\$ (547,988)	\$ (778,924)
ADJUSTMENTS TO RECONCILE OPERATING INCOME/(LOSS) TO NET CASH PROVIDED/(USED) FOR OPERATING ACTIVITIES		
Depreciation	1,962,477	2,049,738
Change in Assets and Liabilities:		
(Increase)/Decrease in Accounts Receivable	(33,059)	24,902
(Increase)/Decrease in Inventory	9,920	(8,306)
(Increase)/Decrease in Prepaid Expenses	(9,158)	(11,306)
(Increase)/Decrease in Deferred Outflows	(237,151)	203,957
Increase/(Decrease) in Accounts Payable	4,430	10,321
Increase/(Decrease) in Salaries and Wages Payable	3,159	2,456
Increase/(Decrease) in Customer Deposits	1,068	2,558
Increase/(Decrease) in Accrued and Withheld Taxes	4,747	7,814
Increase/(Decrease) in Accrued Sick Leave	643	645
Increase/(Decrease) in Deferred Inflows	28,454	35,554
Increase/(Decrease) in Advances for Construction	(12,812)	(247)
Increase/(Decrease) in Net Pension Liability	440,889	62,262
Increase/(Decrease) in Net OPEB Liability	(15,598)	(98,528)
Total Reconciling Adjustments	2,148,009	2,281,820
NET CASH PROVIDED/(USED) BY OPERATING ACTIVITIES	\$ 1,600,021	\$ 1,502,896

See accompanying notes to financial statements.

EXHIBIT F

Notification to State Local Debt Officer

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410
Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON
W. RANDALL JONES
CHRISTIAN L. JUCKETT
NICHOLAS J. LOCOCO

April 27, 2021

Honorable Dennis Keene
Commissioner and State Local Debt Officer
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

Re: Adair County Water District - water project
Notice of Intent to Issue Securities

Dear Commissioner Keene:

Pursuant to the regulations of the Kentucky Public Service Commission, specifically 807 KAR 5:001: Section 18(1)(g), please be advised that the Adair County Water District (the "District") hereby notifies the State Local Debt Officer that the District intends on issuing securities in the form of a loan from the Kentucky Infrastructure Authority for the purpose of financing certain improvements to the water system of the District.

We will file the appropriate documents with your office in accordance with the requirements of KRS 65.117, once the securities are issued.

Very truly yours,

Rubin & Hays

By



W. Randall Jones

WRJ:jlm
Enclosures

EXHIBIT G

Uniform System of Accounts Classification

CAUD - DWSRF F20-009

	Amount of Construction Budget
USOA	
330 Distribution Reservoirs & Standpipes	\$ 332,100.00
331 Transmission & Distribution Mains	\$ 706,898.00
333 Services to Customers	\$ 114,802.00
334 Meters	\$ 26,594.00
	<hr/>
<i>total</i>	\$ 1,180,394.00

EXHIBIT H

Bid Tabulations



BID TABULATION
 Contract No. 4 - Phase 20 Water Main Replacement Project
 Columbia-Adair Utilities District
 Adair County, Kentucky
 KEG Project No. 20002
 BID OPENING: Thursday, March 11, 2021 2:00 pm CST

Item No.	Description	Quantity	Unit	Engineer's Estimate		Cumberland Pipeline, LLC Columbia, KY		Clay Pipeline Manchester, KY		Scott's Construction Columbia, KY		Cleary Construction, Inc. Tompkinsville, KY		Fio-Line Contracting Monticello, KY		Twin States Utilities Mount Herman, KY		AVERAGE BID AMOUNTS	
				\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount	\$ / Unit	Bid Amount
1	8" PVC Water Main SDR 17, Class 250	7,400	LF	\$ 37.50	\$ 277,500.00	\$ 36.00	\$ 266,400.00	\$ 44.00	\$ 325,800.00	\$ 50.00	\$ 370,000.00	\$ 66.00	\$ 488,000.00	\$ 68.25	\$ 505,050.00	\$ 91.00	\$ 673,400.00	\$ 59.21	\$ 438,141.67
2	6" PVC Water Main SDR 17, Class 250	4,560	LF	\$ 27.50	\$ 125,400.00	\$ 31.00	\$ 141,360.00	\$ 37.00	\$ 168,720.00	\$ 46.50	\$ 212,040.00	\$ 57.50	\$ 262,200.00	\$ 65.65	\$ 299,364.00	\$ 86.00	\$ 392,160.00	\$ 53.94	\$ 245,974.00
3	3" PVC Water Main SDR 17, Class 250	1,160	LF	\$ 17.50	\$ 20,300.00	\$ 27.00	\$ 31,320.00	\$ 27.00	\$ 31,320.00	\$ 42.00	\$ 48,720.00	\$ 44.70	\$ 51,852.00	\$ 66.50	\$ 70,180.00	\$ 72.00	\$ 83,520.00	\$ 45.53	\$ 52,818.67
4	8" C.V. & Box	19	EA	\$ 3,000.00	\$ 57,000.00	\$ 1,985.00	\$ 37,715.00	\$ 1,987.00	\$ 37,753.00	\$ 2,000.00	\$ 38,000.00	\$ 1,915.00	\$ 36,385.00	\$ 2,500.00	\$ 47,500.00	\$ 2,200.00	\$ 41,800.00	\$ 2,097.83	\$ 39,859.83
5	6" C.V. & Box	14	EA	\$ 2,500.00	\$ 35,000.00	\$ 1,300.00	\$ 18,200.00	\$ 1,620.00	\$ 22,680.00	\$ 1,300.00	\$ 18,200.00	\$ 1,277.00	\$ 17,878.00	\$ 1,500.00	\$ 21,000.00	\$ 1,800.00	\$ 25,200.00	\$ 1,466.17	\$ 20,526.33
6	3" C.V. & Box	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 1,200.00	\$ 3,600.00	\$ 1,132.00	\$ 3,396.00	\$ 1,200.00	\$ 3,600.00	\$ 1,171.00	\$ 3,513.00	\$ 1,200.00	\$ 3,600.00	\$ 1,600.00	\$ 4,800.00	\$ 1,263.83	\$ 3,791.50
7	3" Roadway Bore w/Sheet Piling	90	LF	\$ 125.00	\$ 11,250.00	\$ 205.00	\$ 18,450.00	\$ 178.00	\$ 16,020.00	\$ 220.00	\$ 19,800.00	\$ 256.00	\$ 23,040.00	\$ 250.00	\$ 22,500.00	\$ 330.00	\$ 29,700.00	\$ 239.83	\$ 21,585.00
8	Directional Bore 6" HDPE W.M.	140	LF	\$ 200.00	\$ 28,000.00	\$ 165.00	\$ 23,100.00	\$ 173.00	\$ 24,220.00	\$ 120.00	\$ 16,800.00	\$ 224.00	\$ 31,360.00	\$ 200.00	\$ 28,000.00	\$ 150.00	\$ 21,000.00	\$ 172.00	\$ 24,080.00
9	Pavement Replacement	1,400	LF	\$ 12.50	\$ 17,500.00	\$ 32.00	\$ 44,800.00	\$ 50.00	\$ 70,000.00	\$ 80.00	\$ 112,000.00	\$ 61.50	\$ 86,100.00	\$ 49.00	\$ 56,600.00	\$ 40.00	\$ 56,000.00	\$ 47.25	\$ 66,150.00
10	Flushing Hydrant Assembly	8	EA	\$ 4,500.00	\$ 36,000.00	\$ 5,291.00	\$ 42,328.00	\$ 4,932.00	\$ 39,456.00	\$ 4,800.00	\$ 38,400.00	\$ 5,320.00	\$ 42,560.00	\$ 4,900.00	\$ 39,200.00	\$ 4,600.00	\$ 36,800.00	\$ 4,973.83	\$ 39,790.67
11	Blowoff Hydrant Assembly	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 2,875.00	\$ 8,625.00	\$ 2,658.00	\$ 7,974.00	\$ 4,200.00	\$ 12,600.00	\$ 2,660.00	\$ 7,980.00	\$ 3,000.00	\$ 9,000.00	\$ 2,200.00	\$ 6,600.00	\$ 2,465.50	\$ 7,396.50
12	Relocate Customer Service - Same Side	79	EA	\$ 1,000.00	\$ 79,000.00	\$ 1,000.00	\$ 79,000.00	\$ 1,076.00	\$ 148,204.00	\$ 1,600.00	\$ 126,400.00	\$ 1,596.00	\$ 126,084.00	\$ 2,280.00	\$ 180,120.00	\$ 1,200.00	\$ 94,800.00	\$ 1,592.00	\$ 125,768.00
13	Relocate Customer Service - Opposite	26	EA	\$ 1,350.00	\$ 35,100.00	\$ 1,377.00	\$ 35,802.00	\$ 2,076.00	\$ 53,876.00	\$ 5,500.00	\$ 143,000.00	\$ 2,979.00	\$ 77,454.00	\$ 4,280.00	\$ 111,280.00	\$ 1,900.00	\$ 49,400.00	\$ 3,018.67	\$ 78,865.33
14	Replace Large Customer Service Meter w/PRV	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 7,554.00	\$ 7,554.00	\$ 10,420.00	\$ 10,420.00	\$ 18,000.00	\$ 18,000.00	\$ 8,511.00	\$ 8,511.00	\$ 20,000.00	\$ 20,000.00	\$ 4,700.00	\$ 4,700.00	\$ 11,530.83	\$ 11,530.83
15	Replace Large Customer Service Meter	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 4,180.00	\$ 12,540.00	\$ 7,606.00	\$ 22,818.00	\$ 8,000.00	\$ 24,000.00	\$ 8,298.00	\$ 24,894.00	\$ 13,500.00	\$ 40,500.00	\$ 3,600.00	\$ 10,800.00	\$ 7,530.67	\$ 22,592.00
16	Replace Large Customer Service Meter w/Traffic	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,264.00	\$ 3,264.00	\$ 4,500.00	\$ 4,500.00	\$ 6,383.00	\$ 6,383.00	\$ 7,431.00	\$ 7,431.00	\$ 4,000.00	\$ 4,000.00	\$ 5,346.33	\$ 5,346.33
17	Wet Tap Connection to Exist. W.M.	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 3,900.00	\$ 11,700.00	\$ 3,769.00	\$ 11,307.00	\$ 3,000.00	\$ 9,000.00	\$ 4,469.00	\$ 13,407.00	\$ 4,500.00	\$ 13,500.00	\$ 4,700.00	\$ 14,100.00	\$ 4,056.33	\$ 12,168.67
18	Cut & Plug Existing Water Main	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 2,800.00	\$ 8,400.00	\$ 2,102.00	\$ 6,306.00	\$ 1,000.00	\$ 3,000.00	\$ 2,128.00	\$ 6,384.00	\$ 2,500.00	\$ 7,500.00	\$ 2,600.00	\$ 7,800.00	\$ 2,055.00	\$ 6,165.00
19	Connection to Existing W.M.	14	EA	\$ 2,000.00	\$ 28,000.00	\$ 2,500.00	\$ 35,000.00	\$ 2,192.00	\$ 30,688.00	\$ 1,500.00	\$ 21,000.00	\$ 2,640.00	\$ 37,240.00	\$ 1,800.00	\$ 25,200.00	\$ 2,800.00	\$ 39,200.00	\$ 2,242.00	\$ 31,388.00
20	Additional Service Tubing	500	LF	\$ 10.00	\$ 5,000.00	\$ 11.00	\$ 5,500.00	\$ 12.00	\$ 6,000.00	\$ 30.00	\$ 15,000.00	\$ 16.00	\$ 8,000.00	\$ 44.15	\$ 22,075.00	\$ 20.00	\$ 10,000.00	\$ 22.19	\$ 11,095.83
21	Removal of Exist. Valve Bldg. - Replace Piping	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,724.00	\$ 6,724.00	\$ 5,000.00	\$ 5,000.00	\$ 10,639.00	\$ 10,639.00	\$ 9,000.00	\$ 9,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,227.17	\$ 10,227.17
				\$ 804,050.00	\$ 804,050.00	\$ 848,294.00	\$ 848,294.00	\$ 1,054,384.00	\$ 1,054,384.00	\$ 1,256,900.00	\$ 1,256,900.00	\$ 1,351,202.00	\$ 1,351,202.00	\$ 1,547,000.00	\$ 1,547,000.00	\$ 1,640,180.00	\$ 1,640,180.00	\$ 1,282,993.33	\$ 1,282,993.33



*Numbers in Red indicate errors in Contractor's Bid Amount Calculations

I certify that this is true and accurate tabulation of the bids.
 The above is a true and complete tabulation of the bids received at 2:00 p.m. local time, Thursday, March 11, 2021 at the Columbia-Adair Utilities District Office, Columbia, Kentucky.

KENTUCKY ENGINEERING GROUP, PLLC
 By: *James C. Thompson*
 James C. Thompson, PE

EXHIBIT I

Final Project Cost Summary

Drinking Water SRF Project Cost Summary

WRIS# WX:21001029

Project Title: Water Main Replacement

Project Budget: Estimated 7/23/2019 As Bid 3/11/2021 Revised 2/10/2020
enter date enter date enter date

Cost Classification	DWSRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses	7,500								7,500
2 Legal Expenses	2,500								2,500
3 Land, Appraisals, Easements									-
4 Relocation Expense & Payments									-
5 Planning	25,000								25,000
6 Engineering Fees - Design	63,826								63,826
7 Engineering Fees - Construction	27,354								27,354
8 Engineering Fees - Inspection	57,600								57,600
9 Engineering Fees - Other	20,000								20,000
10 Construction	1,180,394								1,180,394
11 Equipment									-
12 Miscellaneous									-
13 Contingencies	92,609								92,609
Total	1,476,783	-	-	-	-	-	-	-	1,476,783

Funding Sources	Amount	Date Committed
1	-	
2	-	
3	-	
4	-	
5	-	
Total	-	

Construction Cost Categories	Funding Source	Total Cost
Treatment		
Transmission and Distribution		848294
Source		
Storage		332100
Purchase of Systems		
Restructuring		
Land Acquisition		
TOTAL CONSTRUCTION COSTS		1,180,394

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total	-	

Total Funding 1,476,783