

KENTUCKY INFRASTRUCTURE AUTHORITY

FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT

FUND A

PROJECT NUMBER: A15-026

BORROWER: Lexington-Fayette Urban County Government

BORROWER'S ADDRESS: 200 East Main Street  
Lexington, Kentucky 40507

DATE OF ASSISTANCE AGREEMENT: September 1, 2016

DATE OF FIRST SUPPLEMENTAL  
ASSISTANCE AGREEMENT: May 1, 2018

## FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT

This First Supplemental Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "First Supplemental Agreement") by and between the Kentucky Infrastructure Authority, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the governmental agency identified on the cover of this First Supplemental Agreement (the "Governmental Agency"):

### WITNESSETH:

WHEREAS, the Authority and the Governmental Agency have heretofore entered into an Assistance Agreement dated as of the date set forth on the cover page hereof (the "Assistance Agreement") for the purpose of providing financial assistance to the Governmental Agency in connection with the acquisition and construction of the Project, as defined in the Assistance Agreement; and

WHEREAS, the Authority and the Governmental Agency desire to amend certain provisions of the Assistance Agreement to provide additional funds to complete the Project;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND IN THE ASSISTANCE AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

### ARTICLE I

#### RELATION TO ASSISTANCE AGREEMENT

**Section 1.1.** This First Supplemental Agreement is supplemental to the Assistance Agreement and shall be read and construed with the Assistance Agreement as though it were part of the same instrument. The provisions of the Assistance Agreement are hereby ratified and affirmed except as amended hereby. All capitalized terms used herein shall have the same meanings as provided in the Assistance Agreement, as amended by this First Supplemental Agreement.

### ARTICLE II

#### AMENDMENT TO ASSISTANCE AGREEMENT

**Section 2.1.** Exhibit A attached to the Assistance Agreement is hereby amended by replacing said Exhibit A in its entirety with the Exhibit A attached hereto.

### ARTICLE III

#### EFFECT OF FIRST SUPPLEMENTAL AGREEMENT

**Section 3.1.** From and after the time of taking effect of this First Supplemental Agreement, the Assistance Agreement shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Assistance Agreement of the Authority and the Governmental Agency thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this First Supplemental Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Assistance Agreement for any and all purposes.

### ARTICLE IV

#### EFFECTIVE DATE; MISCELLANEOUS PROVISIONS

**Section 4.1. *Time of taking effect.*** This First Supplemental Agreement shall be effective as of the day and year written on the cover page hereof.

**Section 4.2. *Invalidity of any provision.*** In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

**Section 4.3. *Execution in counterparts.*** This First Supplemental Agreement may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed by their respective duly authorized officers as of the day and year stated on the cover page hereof.

**KENTUCKY INFRASTRUCTURE  
AUTHORITY**

By: *Denna McNeil*

Title: EXECUTIVE DIRECTOR

Attest: *Margaret J. Link*

Title SECRETARY

**GOVERNMENTAL AGENCY:**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: *[Signature]* Mayor

Attest: *[Signature]*  
By: *[Signature]*  
Title Urban County Council Clerk

APPROVED: *William M. Rands*  
SECRETARY/FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

EXAMINED: *Dunmore & Sheple*  
LEGAL COUNSEL TO THE  
KENTUCKY INFRASTRUCTURE  
AUTHORITY

**APPROVED AS TO FORM AND LEGALITY**

*Patrick M. [Signature]*  
APPROVED

FINANCE AND ADMINISTRATION CABINET

**EXHIBIT A**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**PROJECT SPECIFICS**  
**A15-026**

**GOVERNMENTAL AGENCY:**

Name: Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

Contact

Person: Jim Gray  
Mayor

**SYSTEM:** Wastewater

**PROJECT:**

This request is for an increase of \$31,944,188 to a project that was previously approved for \$36,000,000 on December 4, 2014. The total project cost is \$67,944,188. KIA is funding the project over multiple funding cycles and this increase will substitute for funds that the City otherwise would have contributed. The original project description is below.

This project involves the design and construction of Phase I of a multi-phase wet weather storage facility at the West Hickman Wastewater Treatment Plant that is located on Ashgrove Pike in Jessamine County. The project will reduce the potential for 23 wet weather sanitary sewer overflow (SSO) locations. The first phase will construct a 20 million gallon storage tank, pumping station complex to support both the storage tank and the secondary treatment phase of the wastewater treatment plant, and make plant reliability improvements to make the first phase fully functional. These improvements include influent pump station, raw sewage pump station modifications, leaping weir modifications, and odor control facilities.

**PROJECT BUDGET:**

	<u>Total</u>
Relocation Expense & Payments	75,395
Engineering Fees - Design / Const	2,381,188
Engineering Fees - Other	229,335
Construction	61,307,000
Contingency	3,951,270
<b>Total</b>	<b>\$ 67,944,188</b>

**FUNDING SOURCES:**

	<u>Amount</u>	<u>%</u>
Fund A Loan	\$ 67,944,188	100%
Local Funds	0	0%
<b>Total</b>	<b>\$ 67,944,188</b>	<b>100%</b>



**LIABILITY INSURANCE COVERAGE:**

Death or Personal Injury (per person)  
Death or Personal Injury (per occurrence)  
Property Damage on System

\$7,000,000  
\$7,000,000  
\$7,000,000

Per Huell Mattingly,  
Claims Manager,  
Department of Law -  
Cassie Felty  
June 28, 2018

RESOLUTION NO. 386 - 2018

A RESOLUTION APPROVING AND AUTHORIZING A FIRST SUPPLEMENTAL ASSISTANCE AGREEMENT BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE AN ADDITIONAL \$31,944,188 IN LOAN FUNDS FOR THE WEST HICKMAN WET WEATHER STORAGE TANKS PROJECT.

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WHEREAS, the Urban County Council ("Governing Authority") of the Lexington-Fayette Urban County Government ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Governmental Agency's Wastewater System (the "Project" or "Projects") and

WHEREAS, the Governmental Agency made an application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to construct the Project; and

WHEREAS, in order to obtain such monies, the Governmental Agency entered into an Assistance Agreement dated as of September 1, 2016 with the Authority; and

WHEREAS, since the date of the Assistance Agreement, the Authority has agreed to provide additional monies for the Project; and

WHEREAS, in order to receive such additional monies for the Project, it is necessary for the Governmental Agency to enter into a First Supplemental Assistance Agreement with the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Governing Authority hereby approves and authorizes the First Supplemental Assistance Agreement between the Governmental Agency and the Authority, attached hereto and incorporated herein by reference, substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the West Hickman Wet Weather Storage Tanks Project.

Section 2 – That the Mayor and Urban County Council Clerk of the Governmental Agency be and hereby are authorized, directed, and empowered to execute necessary documents or agreements and to otherwise act on behalf of



**CERTIFICATION**

I, Martha Allen, Clerk of the Urban County Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. 386-2018, passed at a meeting of the Lexington-Fayette Urban County Council held on June 21, 2018.

Given under my hand and Seal of the Lexington-Fayette Urban County Government this June 28, 2018.



Martha Allen  
Clerk of the Urban County Council