



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 2, 2021

The Honorable Linda Gorton, Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

**KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED WASTEWATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (A15-026 (Increase))**

Dear Mayor Gorton:

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On April 1, 2021, the Authority approved your request for a loan increase in the amount of \$15,788,138, subject to the conditions stated in Attachment A to this letter. The total cost of the project shall not exceed \$83,732,326, without prior authorization of the Authority, of which the Authority loan shall provide \$83,732,326 of the funding. The final loan amount will be equal to the Authority's portion of estimated project cost applied to the actual project cost. Attachment B, incorporated herein by reference fully describes the project.

An Assistance Agreement will be executed between the Authority and the Lexington-Fayette Urban County Government 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 April 2, 2022 (twelve 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.

Mayor Gorton
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Mayor Gorton
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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.

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Sincerely,

Sandy Williams
Sandy Williams
Deputy Executive Director
Kentucky Infrastructure Authority
Deputy Executive Director
Kentucky Infrastructure Authority
Attachments

cc: Robert Peterson, Lexington-Fayette County Government
Tetra Tech, Herb LeMaster

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Tetra Tech, Herb LeMaster

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms. Also included is the "Statement of Approval of Projections of Revenue and Expenses" for you to complete after bid opening.

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Linda Gorton

Accepted

Linda Gorton

4/27/2021

Date

4/27/2021

Mayor Gorton
April 2, 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 \$83,732,326 without prior authorization.
2. This loan was not eligible for principal forgiveness.
3. The loan shall bear interest at the rate of 1.75 % per annum commencing with the first draw of funds.
4. Interest shall be payable on the 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. Please complete and return the attached authorization to U.S. Bank for processing.
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 20 years from the date of initiation of operation for the project.
7. A loan servicing fee of 0.20% 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 "A" loan funds may be considered to be federal funds. If more than \$750,000 of federal funds is disbursed during any one (borrower) fiscal year, the borrower is required to have a single or program-specific audit conducted for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Horizon Software Maintenance Agreement ACKNOWLEDGEMENT

The undersigned hereby agrees that by signing this document, he or she becomes a party to said

Horizon Software Maintenance Agreement ACKNOWLEDGEMENT

The undersigned hereby agrees that by signing this document, he or she becomes a party to said Software Maintenance Agreement and agrees to be bound by all terms, conditions, and obligations contained therein.

Agreed and Accepted by:

Customer: _____ Signature _____

Linda Eyrton Acceptance by
Linda Eyrton Signature

Mayer Title
4/23/2021 Date

Horizon Information Systems, Inc.
Mark D Eppley Acceptance by

Mark D Eppley Acceptance by

Mark D Eppley Title
December 1, 2020 Date

I hereby waive the offer to purchase the Horizon Software Maintenance Agreement for the Horizon Standard Software and/or Horizon Custom Software specified on the front of this agreement.

Customer: _____ Signature _____

_____ Waived by
_____ Signature

_____ Title
_____ Date

Horizon End User License Agreement

The undersigned hereby agrees that by signing this document, he or she becomes a party to said

Horizon End User License Agreement

The undersigned hereby agrees that by signing this document, he or she becomes a party to said End User License Agreement and agrees to be bound by all terms, conditions, and obligations contained therein. End User recognizes that any use of Horizon products without the return of

damages and otherwise unlawful and an unauthorized use of Horizon's trade secrets and

Agreed and Accepted by:

Customer: _____ Signature _____

Linda Eyrton Acceptance by
Linda Eyrton Signature

Mayer Title
4/23/2021 Date

Horizon Information Systems, Inc.
Mark Eppley Acceptance by

Mark Eppley Acceptance by

Mark Eppley Title
December 1, 2020 Date

The Horizon End User License Agreement cannot be waived.

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7. The Borrower must provide documentation of Eclearinghouse Endorsement and Eclearinghouse Comments.
8. Prior to the project bid, an environmental review shall be conducted by the Division of Water for all construction projects receiving State Revolving Fund ("SRF") money.
9. Technical plans and specifications and a complete SRF specifications checklist shall be approved by the Division of Water prior to project bid.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The project shall comply with the reporting requirements of the Transparency Act, and shall complete the attached Transparency Act Reporting Information Form and provide to the Authority no later than 30 days after the KIA Board approval date of your loan.
16. This project does not qualify for Green Project Reserve (GPR) funding.

11. The Authority requires that an annual financial audit be provided for the life of the loan.
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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.
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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 second 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. A required approvals by the Kentucky Public Service Commission shall be obtained.
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SRF LOAN CONDITIONS CHECKLIST

Congratulations on receiving a conditional commitment of funding from the State Revolving Fund (SRF) Program. Borrowers will now be assigned a Compliance Analyst to help guide them through the rest of the loan process based on which Area Development District (ADD) they are located. Please submit all documents to one of the following contacts:

- Julie Bickers (Julie.Bickers@ky.gov, 502-892-3455): Purchase, Pennyrite, Green River, Barren River, Lake Cumberland.
- Debbie Landrum (Debbie.Landrum@ky.gov, 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass.
- Sarah Parsley (Sarah.Parsley@ky.gov, 502-892-3177): Buffalo Trace, Gateway, FIVCO, Big Sandy, KY River, Cumberland Valley

After all of the conditions of the Conditional Commitment Letter have been fulfilled, KIA will initiate the Assistance Agreement with the borrower. The Assistance Agreement must be fully executed before any funds may be disbursed. The following is a list of items needed to process your loan (forms can be found here <https://kia.ky.gov/FinancialAssistance/Pages/Forms.aspx>):

Before bid opening, submit the following items to the designated Compliance Analyst/DOW Contact:

Submit To:		
KIA	<input type="checkbox"/>	Conditional Commitment Letter (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official);
USBANKK	<input type="checkbox"/>	Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official)
KIA	<input type="checkbox"/>	Transparency Form (this form is attached to the loan commitment letter sent after KIA board approval)
DOW	<input type="checkbox"/>	Fiscal Sustainability Plan Certification and Cost and Effectiveness Certification (required prior to plans approval)
DOW	<input type="checkbox"/>	Environmental review (Kentucky Division of Water will review and is required prior to plans approval. KIA will need copy of approval letter)
DOW	<input type="checkbox"/>	Plans and specifications (Kentucky Division of Water will review and KIA will need copy of approval letter)
KIA	<input type="checkbox"/>	Proof of compliance with any special condition identified in the Conditional Commitment Letter (e.g. adopted ordinance)

After the project has opened bids, please submit the following items to the designated Compliance Analyst/DOW Contact. It is imperative that the remaining standard conditions are fulfilled by the deadlines set forth in the Conditional Commitment Letter.

Submit To:		
DOW	<input type="checkbox"/>	Authority to Award (ATA) Package , the Kentucky Division of Water will review and forward approval to KIA.
DOW	<input type="checkbox"/>	Davis-Bacon prevailing wage rates , the Kentucky Division of Water will review and forward approval to KIA.
KIA	<input type="checkbox"/>	Procurement and Wage Certification (after bid opening.)
KIA	<input type="checkbox"/>	Certification of obtainable revenue projections (after bid opening.)
DOW	<input type="checkbox"/>	Certification of clear site (DOW will forward to KIA.)
	<input type="checkbox"/>	Plans and specifications approval from the Kentucky Division of Water (DOW will send approval to KIA.)
KIA	<input type="checkbox"/>	Public Service Commission (PSC) approval , (CPCN and Authorization to Incur Debt) if applicable.

Mayor Gorton
April 2, 2021
Attachment A

17. Based on the final "as-bid" project budget, the Borrower must provide 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.
18. 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.
19. Pursuant to the Water Resources Reform and Development Act (WRRDA) of 2014, all CWSRF loan recipients must certify that they have a Fiscal Sustainability Plan for projects that involve the repair, replacement, or expansion of treatment works. Additionally, borrowers must also certify that they have studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for the funded project and that they have selected, to the maximum extent practicable, a project that maximizes the potential for efficient water and energy conservation, taking into consideration capital cost, operation and maintenance, and replacement cost.

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

Borrower Name: _____

Loan No.: _____

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: _____

Borrower

Date

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ATTACHMENT B

**Lexington-Fayette Urban County Government
A15-026 (Increase)**

Mayor Gorton
April 2, 2021
Attachment A

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Reviewer: Alex Fisher
Date: April 1, 2021
Loan Number: A15-026 Increase

**KENTUCKY INFRASTRUCTURE AUTHORITY
WASTEWATER REVOLVING LOAN FUND (FUND A)
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, FAYETTE COUNTY
PROJECT REVIEW
SX21067048**

I. PROJECT DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) is requesting a Fund A loan increase of \$15,788,138 as part of Phase 2 of the West Hickman WWTP Wet Weather Storage Tanks. This project was initially approved on December 4, 2014 and had one increase on April 9, 2018 that brought the total of Phase 1 to \$67,944,188. With this Phase 2 increase it will bring the total loan amount to \$83,732,326.

This project is to design and construct Phase 2 of the Consent Decree required wastewater storage facility located at West Hickman WWTP in Jessamine County. Phase 1 included a 22 million gallon (MG) above ground storage tank along the necessary pumping facilities, piping and site work needed to place Phase 1 into service and integrate Phase 2 into future service.

Phase 2 will consist of a second 18 MG above ground storage tank along with infrastructure needed to operate Phase 1 and 2 in series. As recently as calendar year 2019, 13 sanitary sewer overflows (SSOs) were documented / reported on the trunk sewer immediately upstream from the Phase 1 tank. Completion of Phase 2 will further mitigate wet weather SSOs on this trunk sewer while at the same time providing sewer service to unserved customers within Fayette / northern Jessamine counties.

In parts of the existing sanitary sewer it lacks sufficient capacity to meet LFUCG's EPA mandated Capacity Assurance Program. This \$15.8 M project is listed in LFUCG's approved Remedial Measures Plan submitted to USEPA on October 12, 2011 with capital construction schedule with a full compliance completion date of 12/31/2023.

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VI. CUSTOMER COMPOSITION AND RATE STRUCTURE

A) Customers

Customers	Current	Proposed	Total
Residential	101,454	0	101,454
Commercial	7,245	0	7,245
Industrial & Institutional	712	0	712
Total	109,411	0	109,411

B) Rates

Residential	Current	Prior	Prior	Prior	Prior
Date of Last Rate Increase	07/01/20	07/01/19	07/01/18	07/01/17	07/01/16
First 100 Cubic Feet (CF)	\$7.36	\$7.01	\$6.68	\$6.52	\$6.38
Each Add'l 100 CF	5.54	5.28	5.03	4.91	4.80
Cost for 4,000 gallons	\$31.44	\$29.96	\$28.55	\$27.86	\$27.25
Increase %	4.9%	5.0%	2.4%	2.3%	
Affordability Index (Rate/MHI)	0.8%	0.7%	0.7%	0.7%	0.7%

Industrial & Institutional	Current	Prior	Prior	Prior	Prior
Date of Last Rate Increase	07/01/20	07/01/19	07/01/18	07/01/17	07/01/16
First 100 Cubic Feet (CF)	\$8.94	\$8.51	\$8.10	\$7.91	\$7.74
Each Add'l 100 CF	6.75	6.43	6.12	5.97	5.84
Cost for 4,000 gallons	\$38.28	\$36.46	\$34.70	\$33.86	\$33.13
Increase %	5.0%	5.1%	2.5%	2.2%	
Affordability Index (Rate/MHI)	0.9%	0.9%	0.9%	0.8%	0.8%

Rates are adjustable each July 1 based on the Consumer Price Index for All Urban Consumers for the prior twelve months ending in April before the adjustment.

VII. DEMOGRAPHICS

Based on current Census data from the American Community Survey 5-Year Estimate 2013-2018, the Utility's service area population was 311,529 with a Median Household Income (MHI) of \$48,779. The median household income for the Commonwealth was \$42,610. The project qualifies for a 1.75% interest rate as it is a component of the Remedial Measures Plan submitted to the U.S. Environmental Protection Agency to comply with the Consent Decree.

Mayor Gorton
April 2, 2021
Attachment A

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REPLACEMENT RESERVE

The replacement reserve will be 2.5% (\$2,090,000 total) of the final amount borrowed to be funded annually (\$209,000 yearly) each December 1 for 10 years and maintained for the life of the loan.

X. DEBT OBLIGATIONS

	<u>Outstanding</u>	<u>Maturity</u>
2014A Refunding Sewer Bond	\$ 21,890,000	2030
2019A Sewer Series	49,455,000	2031
KIA Loan (A209-08)	720,736	2030
KIA Loan (A209-09)	62,663	2030
KIA Loan (A09-01)	8,753,655	2031
KIA Loan (A10-08)	7,300,295	2035
KIA Loan (A12-16)	1,323,857	2036
KIA Loan (A13-002 i/a/o \$8.9M)	7,942,098	2038
KIA Loan (A13-003 i/a/o \$10.2M)	8,494,525	2036
KIA Loan (A13-015 i/a/o \$23.9M)	21,350,251	2038
KIA Loan (A13-018 i/a/o \$6.0M)	4,586,717	2037
KIA Loan (A14-001 i/a/o \$12.2M)	10,865,698	2038
KIA Loan (A15-026 i/a/o \$83.7M)	58,178,310	2038
KIA Loan (A17-003 i/a/o \$1.3M)	1,177,188	2037
KIA Loan (A17-005 i/a/o \$10M)	4,367,248	2040
Total	\$206,468,241	

XI. CONTACTS

Legal Applicant

Entity Name	Lexington-Fayette Urban County Government
Authorized Official	Linda Gorton (Mayor)
County	Fayette
Email	mayor@lexingtonky.gov
Phone	(859) 258-3100
Address	200 East Main Street Lexington, KY 40507

Applicant Contact	
Name	Charles H. Martin, P.E.
Organization	Lexington-Fayette Urban County Government
Email	chmartin@lexingtonky.gov
Phone	(859) 425-2455
Consulting Engineer	
PE Name	Tetra Tech
Firm Name	Herb LeMaster
Email	herb.lemaster@tetratech.com
Phone	(859) 223-8000
Address	424 Lewis Hargett Circle, Suite 110 Lexington, KY 40503

XII.

RECOMMENDATIONS

XII.

RECOMMEN

XII.

RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard conditions.

XII.

RECOMMEN

12/15/2011

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 FINANCIAL SUMMARY (JUNE YEAR END)

	Audited 2018	Audited 2019	Audited 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
Balance Sheet								
Assets								
Current Assets	90,439,582	51,081,487	38,040,927	40,644,350	43,671,377	46,790,195	49,679,914	52,652,945
Other Assets	369,051,891	410,638,325	488,371,713	440,966,955	439,469,538	522,056,009	520,027,300	518,326,239
Total	459,491,473	461,719,812	526,412,640	481,611,306	483,140,916	568,846,204	569,707,215	570,979,185
Liabilities & Equity								
Current Liabilities	7,367,642	7,702,677	7,522,851	7,673,000	7,814,249	7,963,249	8,114,249	8,269,249
Long Term Liabilities	177,600,664	195,531,904	247,545,640	236,441,053	222,685,486	292,004,296	278,857,612	265,285,409
Total Liabilities	184,968,306	203,234,581	255,068,491	244,114,053	230,499,735	299,967,545	286,971,861	273,554,658
Net Assets	274,523,167	258,485,231	271,344,149	237,497,253	252,641,181	268,878,659	282,735,354	297,424,527
Cash Flow								
Revenues	63,733,728	76,534,529	77,235,237	78,510,250	79,810,764	81,186,699	82,590,154	84,021,678
Operating Expenses	37,149,885	44,531,498	44,869,061	46,076,917	46,992,246	47,925,881	48,917,328	49,888,682
Other Income	620,805	1,163,863	975,252	975,252	975,252	975,252	975,252	975,252
Cash Flow Before Debt Service	27,204,648	33,166,894	33,341,428	33,408,585	33,793,770	34,236,070	34,648,078	35,108,248
Debt Service								
Existing Debt Service	8,258,739	10,595,289	14,610,132	20,712,683	18,991,135	18,993,983	18,987,532	19,038,143
Proposed KIA Loan	0	0	0	0	0	0	1,570,949	1,570,949
Total Debt Service	8,258,739	10,595,289	14,610,132	20,712,683	18,991,135	18,993,983	20,558,481	20,609,092
Cash Flow After Debt Service	18,945,909	22,571,605	18,731,296	12,695,902	14,802,635	15,242,087	14,089,597	14,499,156
Ratios								
Current Ratio	12.3	6.6	5.1	5.3	5.6	5.9	6.1	6.4
Debt to Equity	0.7	0.8	0.9	1.0	0.9	1.1	1.0	0.9
Days Sales in Accounts Receivable	26.0	19.4	18.7	18.7	18.7	18.7	18.7	18.7
Months Operating Expenses in Unrestricted Cash	26.9	12.6	9.1	9.6	10.2	10.7	11.2	11.7
Debt Coverage Ratio	3.3	3.1	2.3	1.6	1.8	1.8	1.7	1.7

Mayor Gorton
April 2, 2021
Attachment A

17. Based on the final "as-bid" project budget, the Borrower must provide 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.
18. 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.
19. Pursuant to the Water Resources Reform and Development Act (WRRDA) of 2014, all CWSRF loan recipients must certify that they have a Fiscal Sustainability Plan for projects that involve the repair, replacement, or expansion of treatment works. Additionally, borrowers must also certify that they have studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for the funded project and that they have selected, to the maximum extent practicable, a project that maximizes the potential for efficient water and energy conservation, taking into consideration capital cost, operation and maintenance, and replacement cost.

RESOLUTION NO. 153 - 2021

A RESOLUTION APPROVING AND AUTHORIZING A SUPPLEMENTAL ASSISTANCE AGREEMENT BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE AN ADDITIONAL \$15,811,809.00 IN LOAN FUNDS FOR PHASE 2 OF THE WEST HICKMAN WET WEATHER STORAGE TANKS PROJECT.

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, in order to obtain additional monies for the Project, the Governmental Agency entered into a First Supplemental Assistance Agreement dated as of May 1, 2018 with the Authority; and

WHEREAS, since the dates of the Assistance Agreement and the First Supplemental 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 an additional 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 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 Phase 2 of the West Hickman Wet Weather Storage Tanks Project.

Section 2 – That the Mayor and Urban County Council Clerk of the Governmental

Applicant Contact	
Name	Charles H. Martin, P.E.
Applicant Organization	
Name	Lexington-Fayette Urban County Government
Applicant Contact	
Name	Charles H. Martin, P.E.
Organization	Lexington-Fayette Urban County Government
Email	chmartin@lexingtonky.gov
Phone	(859) 425-2455
Consulting Engineer	
Address	125 Lisle Industrial Avenue, Suite 180
PE Name	Lexington, KY 40511
Consulting Engineer	
PE Name	Tetra Tech
Firm Name	Herb LeMaster
Email	herb.lemaster@tetratech.com
Phone	(859) 223-8000
Address	424 Lewis Hargett Circle, Suite 110
	Lexington, KY 40503

XII.

RECOMMENDATIONS

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XII.

RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard conditions.

XII.

RECOMMEN

12/15/11