



# Lexington-Fayette Urban County Government

## File Summary

200 E. Main St  
Lexington, KY 40507

---

<b>File Number</b>	<b>Title</b>	<b>Current Status</b>
0672-21	Agenda Item	ATS Review

---

Request Council authorization for a resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Jessamine-South Elkhorn Water District, expanding the service area for providing sanitary sewage treatment service in northern Jessamine County, at no cost to the Urban County Government.

**Introduced:** 6/24/2021

**Controlling Body:** Water Quality

**Meeting Date:** 7/6/2021

**Department:** Water Quality

**Drafter:** LaDonna Roberts

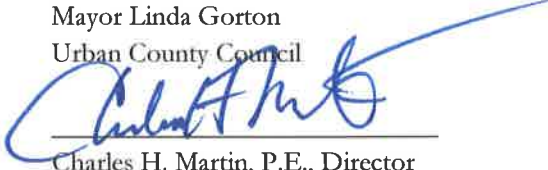
MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.  
DIRECTOR  
WATER QUALITY

TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: June 22, 2021

SUBJECT: Master Sewer Service Agreement Amendment  
Jessamine-South Elkhorn Water District

---

Request

On behalf of the Jessamine County Fiscal Court, the Jessamine County Public School System and the Jessamine-South Elkhorn Water District (JSEWD), the Division of Water Quality recommends approval of an amendment to the Master Sewer Service Agreement between JSEWD and LFUCG.

Purpose of Request

In April of this year, Jessamine County officials approached LFUCG with a proposal to amend the existing sewer service agreement. The proposed amendment would:

- Maintain the current maximum capacity allocation of 2.0 million gallons per day based on a 12 month moving average, and
- Modify the existing service area boundary to include a 127.5 acre tract of land south of Ashgrove Pike. The Jessamine County School Board wants to construct a new middle school campus on this parcel. A future elementary school is a possibility as well.

Project Cost in FY21 and in Future Budget Years

There is no additional cost to LFUCG.

Director/Commissioner

Martin/Albright



**AMENDMENT TO AGREEMENT**

This **AMENDMENT TO AGREEMENT**, dated this 9<sup>th</sup> day of ~~June~~ <sup>July</sup>, 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("LFUCG"), an urban county government duly created and existing pursuant to the provisions of Chapter 67A of the Kentucky Revised Statutes, and the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT** ("Water District"), a water district duly created and existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes.

**WITNESSETH:**

**WHEREAS**, LFUCG and the Water District previously executed an Agreement dated January 3, 2003 ("Agreement"), pursuant to which LFUCG has been providing sanitary sewer service to a Service Area ("Service Area") in northern Jessamine County via LFUCG's West Hickman Wastewater Treatment Plant; and

**WHEREAS**, the Water District has received a request for the provision of sanitary sewer service to the site of a proposed school in northern Jessamine County; and

**WHEREAS**, the Water District has determined that sewage generated by the proposed site should be treated by LFUCG at its West Hickman Wastewater Treatment Plant, given the proximity of the site to the West Hickman Wastewater Treatment Plant and to the existing Service Area in northern Jessamine County; and

**WHEREAS**, the Service Area described in the Agreement does not presently encompass the site of the proposed school and the existing Service Area would need to be expanded in order to authorize the provision of sanitary sewer service to the proposed site under the Agreement between LFUCG and the Water District; and

**WHEREAS**, LFUCG has determined that the proposed expansion of the Service Area is consistent with the purposes of the Agreement and is willing to agree to the proposed expansion of the Service Area in order to facilitate the provision of sanitary sewer service under the Agreement, provided that all other terms, conditions, commitments, and obligations of the Agreement shall remain unaffected and in force and effect, including but not limited to the limitation on capacity (i.e., that average sewage flows shall not exceed 2,000,000 gallons per day of sewage generated in the Service Area); and

**WHEREAS**, LFUCG and the Water District desire to amend the Agreement to reflect an expanded Service Area for sanitary sewer service under the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and obligations made and exchanged herein, LFUCG and the Water District hereby agree as follows:

1. The Agreement between LFUCG and the Water District, dated January 3, 2003, be and hereby is amended by substituting the following for Paragraph 1 of the existing Agreement:

1. **SERVICE AREA**. The Service Area (hereinafter "Service Area") includes land located in northern Jessamine County in the South Elkhorn Creek Watershed and the West Hickman Creek Watershed depicted and more particularly described on Exhibits A and B to the Agreement, which are attached to the Agreement and incorporated herein by reference.

The Service Area shall also include those lands located in northern Jessamine County as depicted and more particularly described on Exhibit A to the Amendment to the Agreement, which is attached to the Amendment to Agreement and incorporated herein by reference.

2. That, in the interest of providing up to date information regarding notices required under the Agreement, Paragraph 19 of the Agreement between LFUCG and the Water District, dated January 3, 2003, be and hereby is amended in part as follows:

- a. With regard to notices to Lexington-Fayette Urban County Government, the address given for notices to Director, Division of Sanitary Sewers, be and hereby is replaced with the following:

Director  
Division of Water Quality  
125 Lisle Industrial Ave  
Suite 180  
Lexington, KY 40511

- b. With regard to notices to the Water District, the address given for the Jessamine-South Elkhorn Water District be and hereby is replaced with the following:


Chairperson  
Jessamine South-Elkhorn Water District  
802 South Main Street  
Nicholasville, KY 40356

- c. All other addresses provided for notices required by the Agreement remain valid and shall be unaffected by this amendment. The requirement of certified mail for notices required by the Agreement shall be unaffected by this amendment.


3. All other provisions of the Memorandum of Agreement dated January 3, 2003, shall be unaffected by this amendment and shall otherwise remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective signatures to be affixed hereto by their proper officers duly authorized, all of the day and year first above written.

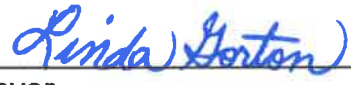
**JESSAMINE-SOUTH ELKHORN  
WATER DISTRICT**

BY:   
ITS: Chairperson  
Pursuant to Resolution \_\_\_\_\_  
Passed \_\_\_\_\_

ATTEST:

  
Secretary

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:   
ITS: Mayor  
Pursuant to Resolution R-408-2021  
Passed 7/8/2021

ATTEST:

  
Deputy Council Clerk

**EXHIBIT A**  
**JSEWD/LFUCG North Jessamine Sewer Service Area**  
**Boundary Description of Expansion Area**  
**June 2021**

The Expansion Area to be added to the JSEWD/LFUCG North Jessamine Sewer Service Area is a tract of land consisting of 127.453 acres situated southerly of and contiguous to the centerline of Ashgrove Road (a.k.a. Pike), said centerline being the present (2021) southerly boundary of the present JSEWD/LFUCG North Jessamine Sewer Service Area, said tract being identified as PVA Parcel 078-00-00-013.00 with owner of record listed as TA White Farm, LLC and being part of the property as described in Deed Book 634, Page 262 in the office of the Clerk of Jessamine County and being more particularly described by the recent survey by Endris Engineering dated April 20, 2021 as hereinafter described, TO WIT:

Beginning at set survey nail with surveyor's ID tag #PLS3350 (SN# 3350), said nail being approximately 4,070 feet along centerline of Ashgrove Road westerly of the centerline of Hickman Creek, thence along the centerline of Ashgrove Road for thirteen (13) calls;

1. S 66°18'50" E, 698.61 to a SN#3350, thence
2. S 63° 04' 21" E, 66.18 to a SN#3350, thence
3. S 58° 50' 15" E, 105.90 to a SN#3350, thence
4. S 53° 15' 10" E, 84.97 to a SN#3350, thence
5. S 51° 03' 21" E, 285.61 to a SN#3350, thence
6. S 51° 50' 43" E, 125.43 to a SN#3350, thence
7. S 51° 10' 12" E, 516.83 to a SN#3350, thence
8. S 50° 07' 35" E, 296.74 to a SN#3350, thence
9. S 51° 56' 45" E, 69.29 to a SN#3350, thence
10. S 57° 29' 39" E, 98.52 to a SN#3350, thence
11. S 60° 10' 56" E, 390.50 to a SN# 3350, thence
12. S 59° 55' 18" E, 287.31 to a SN#3350, thence
13. S 61° 01' 56" E, 194.91 to a SN#3350, thence

Leaving the centerline of Ashgrove Road and following the westerly and southerly boundaries of Tracts 1A and 1B of plat of record in PC 11, Slide 173, S 12° 16' 14" W, 949.15, passing through a found rebar and cap (PLS#1987) 100.08 from the centerline of

Ashgrove Road and passing through a set rebar and witness cap (PLS#3350), said witness being 30' northerly from a corner post, thence S 18° 25' 16" E, 510.92, passing through a found rebar and cap (PLS#1987) said rebar and cap being 65.00' northwesterly from center of Hickman Creek, thence upstream along center of Hickman Creek and along the southerly boundaries of Tracts 1A and 1B for three (3) calls;

1. N 57° 08' 35" E, 127.94 to a point, thence
2. N 72° 40' 42" E, 11.07 to a point, thence
3. N 69° 34' 23" E, 204.84 to a point, thence

Leaving center of Hickman Creek S 57° 10' 16" E, 65.02' to a found rebar (illegible) thence, S 29° 05' 27" E, 63.51' to a found rebar (PLS#1987) thence, S 32° 17' 05" W, 320.20 to a closed top pipe thence, S 32° 01' 24" W, 429.96' to a found open end pipe thence, N 43° 17' 59" W, 37.77' to a found rebar (No #) thence, N 54° 56' 12" W, 364.11' thence continuing with the southerly and westerly boundary of said tract for thirteen (13) calls;

1. N 62° 34' 43" W, 237.55' to a set rebar (PLS#3350), thence
2. N 33° 57' 10" E, 10.00' to a set rebar (PLS#3350), thence
3. N 56° 03' 48" W, 799.99' to a set rebar (PLS#3350), thence
4. N 55° 27' 28" W, 486.99' to a set rebar (PLS#3350), thence
5. N 53° 30' 15" W, 371.30' to a set rebar (PLS#3350), thence
6. N 55° 31' 56" W, 349.52' to a set rebar (PLS#3350), thence
7. N 55° 02' 44" W, 340.45' to a set gin spindle, thence
8. N 53° 33' 44" W, 196.36' to a found rebar (disturbed), thence
9. N 53° 21' 16" W, 172.66' to a set gin spindle, thence
10. N 23° 26' 08" E, 447.52' to a found rebar (disturbed), thence
11. N 08° 46' 44" E, 141.07' to a found rebar (disturbed), thence
12. N 41° 02' 34" W, 128.29' to a found rebar (disturbed), thence
13. N 65° 46' 38" W, 439.04' to a set rebar (PLS#3350), thence

N 21° 23' 36" E, 1044.35', passing through a set witness 30' northerly of Old Road Bed (Ashgrove Lane) and passing through a set witness 30' southerly of and to the point of beginning, containing 127.453 acres. Attached hereto, designated as "Exhibit B" is a schematic sketch of the area boundary demonstrating its positional location to the existing JSEWD/1.FUCG North Jessamine Sewer Service Area.





**UNDERGROUND UTILITIES DISCLAIMER**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY OF COERCED EVIDENCE ONLY. THE SURVEYOR MAKES NO WARRANTY AS TO THE ACCURACY OF THE LOCATION OF ANY UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

**F.E.M.A. FLOOD ZONE**

BASED ON AN INSPECTION OF F.E.M.A. FLOOD INSURANCE RATE MAP NUMBERS 21113 C (040 D AND 21113 C-002) WITH EFFECTIVE DATES OF 12/21/2017, A PORTION OF THE PROPERTY PLATTED HEREON IS WITHIN A FLOODED HAZARD AREA. ZONE "X" AREAS SUBJECT TO A ONE PERCENT OR GREATER ANNUAL CHANCE OF FLOODING.



**STATE ROADS**  
ON CLERK  
DEPARTMENT OF HIGHWAYS  
DISTRICT OFFICE NO. 7  
763 WEST NEW CIRCLE ROAD  
LEXINGTON, KENTUCKY 40512  
(606) 246-2355

**WATER**  
NICHOLASVILLE UTILITIES  
CITY OF NORTH MANI ST  
NICHOLASVILLE, KENTUCKY 40356  
(606) 885-8473

**WASTE WATER**  
CITY OF NICHOLASVILLE UTILITIES  
501 NORTH MANI ST  
NICHOLASVILLE, KENTUCKY 40356  
(606) 885-8473

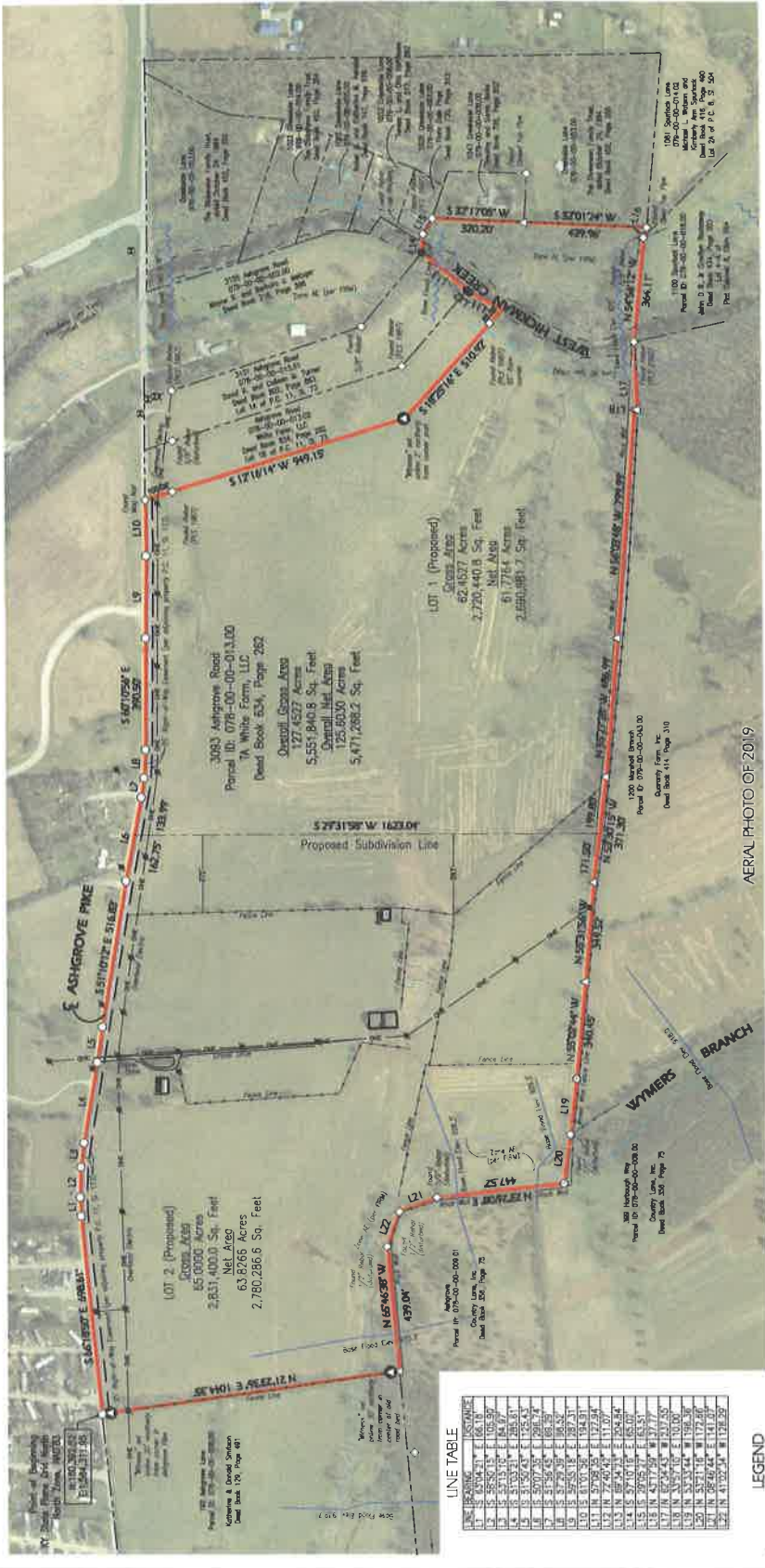
**ELECTRIC**  
THE WARNER CABLE  
121 QUINN DRIVE  
NICHOLASVILLE, KENTUCKY 40356  
1-800-882-2263

**UTILITY OWNERS**

**TELEPHONE**  
WINDSTREAM  
1501 WEST NEW CIRCLE ROAD  
LEXINGTON, KY  
DARREN BLODGRK  
(606) 351-6224

**GAS**  
DELTA NATURAL GAS CO., INC.  
501 EITER DRIVE  
NICHOLASVILLE, KENTUCKY 40356  
(606) 885-4141

**ELECTRIC**  
CITY OF NICHOLASVILLE UTILITIES  
601 NORTH MANI ST  
NICHOLASVILLE, KENTUCKY 40356  
(606) 885-8473



**CERTIFICATE OF ACCURACY**

I HEREBY DO CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LOCATION AND ELEVATIONS SHOWN ARE TRUE AND ACCURATE. THIS IS A "TYPICAL" SURVEY IN THE STATE OF KENTUCKY.

STATE OF KENTUCKY  
KEVIN M. PHILLIPS  
PROFESSIONAL LAND SURVEYOR  
LICENSED

DATE  
4-20-2021

KEVIN M. PHILLIPS, PLS. 3330

**SITE STATISTICS**

TOTAL AREA	5,531,640.5 Sq. Feet
Gross Area	127,4627 Acres
Net Area	125,6030 Acres
ZONING	A-1 (AGRICULTURAL)

**GRAPHIC SCALE**  
0' 300' 600' 900'  
1 inch = 300 ft.

**METHOD OF SURVEY**

THIS SURVEY SURVEY INTERSECTION IN THIS SURVEY, THE STATE OF KENTUCKY, AND THE ACCURACY AND PRECISION OF THIS SURVEY MEETS THE SPECIFICATIONS OF 701 KAR 18.150, THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYS IN THE STATE OF KENTUCKY.

THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION CONCLUDING ON APRIL 20, 2021 BY THE METHOD OF RANDOM TRAVERSE WITH SIDERITES TO THE CORNERS. THE UNADJUSTED ERROR OF CLOSURE WAS 1:38,420. THE ANGLES AND DISTANCES HAVE BEEN ADJUSTED FOR CLOSURE.

**DATUM NOTE**

THE BEARINGS ARE BASED ON KENTUCKY STATE PLANE GRID NORTH, NORTH AMERICAN DATUM (NAD) OF 1983. THE STATE PLANE COORDINATES SHOWN WERE OBTAINED FROM A REAL-TIME (RTK) COLLIMAR (COMMUNICATION) OBSERVATION UTILIZING A TRIMBLE RB CROSS RECEIVER AND THE RTK-RES SYSTEM.

**LINE TABLE**

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	101	102	N 65°46'38" W	439.04
2	102	103	N 77°04'48" E	111.07
3	103	104	N 77°04'48" E	111.07
4	104	105	N 77°04'48" E	111.07
5	105	106	N 77°04'48" E	111.07
6	106	107	N 77°04'48" E	111.07
7	107	108	N 77°04'48" E	111.07
8	108	109	N 77°04'48" E	111.07
9	109	110	N 77°04'48" E	111.07
10	110	111	N 77°04'48" E	111.07
11	111	112	N 77°04'48" E	111.07
12	112	113	N 77°04'48" E	111.07
13	113	114	N 77°04'48" E	111.07
14	114	115	N 77°04'48" E	111.07
15	115	116	N 77°04'48" E	111.07
16	116	117	N 77°04'48" E	111.07
17	117	118	N 77°04'48" E	111.07
18	118	119	N 77°04'48" E	111.07
19	119	120	N 77°04'48" E	111.07
20	120	121	N 77°04'48" E	111.07
21	121	122	N 77°04'48" E	111.07
22	122	123	N 77°04'48" E	111.07

- LEGEND**
- SET 3/8" DIAMETER REBAR WITH CAP (PLS 3330)
  - FOUND MONUMENT AS NOTED
  - SET 3/8" DIAMETER REBAR WITH "WITNESS" CAP (PLS 3330)
  - SET SURVEY MALL WITH SURVEYOR'S ID TAG (PLS 3330)
  - SET ON SPINDLE SURVEY SPIKE
  - NO MONUMENT SET IN CREEK
  - RIGHT OF WAY MONUMENT