

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION**

IN THE MATTER OF:

<b>ELECTRONIC APPLICATION OF THE</b>	)
<b>McKINNEY WATER DISTRICT</b>	)
<b>FOR THE ISSUANCE OF A CERTIFICATE</b>	)
<b>OF PUBLIC CONVENIENCE AND NECESSITY</b>	)
<b>TO CONSTRUCT A WATER SYSTEM</b>	)
<b>IMPROVEMENTS PROJECT AND AN ORDER</b>	) Case No. 2025 - 00022
<b>AUTHORIZING THE ISSUANCE OF SECURITIES</b>	)
<b>PURSUANT TO THE PROVISIONS OF</b>	)
<b>KRS 278.020, KRS 278.300 AND 807 KAR 5:001</b>	)

\*\*      \*\*\*      \*\*\*\*      \*\*\*\*\*      \*\*\*\*      \*\*\*      \*\*

**APPLICATION**

The Applicant, McKinney Water District ("McKinney District"), files this electronic 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 McKinney 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, McKinney District states as follows:

1. McKinney District was established in accordance with the provisions of Chapter 74 of the Kentucky Revised Statutes pursuant to an Order of the Lincoln County Judge/Executive, which Order is on file in the County Court Order Books in the office of the Lincoln County Clerk.

McKinney District is now, and has been since its inception, regulated by the Commission, and all records and proceedings of the Commission with reference to McKinney District are incorporated in this Application by reference. McKinney District does not have any Articles of Incorporation due to the fact that it is a statutory entity.

2. The governing body of McKinney 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 McKinney District is as follows:

McKinney Water District  
c/o Mr. Matt Rankin, Chairman  
P.O. Box 7  
McKinney, Kentucky 40448  
Phone: (606) 346-2220  
Fax: (606) 346-5145  
email address: [mckinneywaterdistrict@gmail.com](mailto:mckinneywaterdistrict@gmail.com)

4. A general description of McKinney District's system property, together with a statement of the original cost, is contained in McKinney District's Annual Report for 2023 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, McKinney District hereby responds as follows:

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

(ii) Section 15(2)(b): Copies of Permits: Required permits, including DOW approvals and Encroachment 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 McKinney 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: 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 electronically 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: McKinney District is financing the Project (see detailed breakdown in the "Summary of Project Costs and Fund Sources" attached hereto as **Exhibit "C"**) as follows: **Phase 1A** (Contract 1), (i) a loan from the Rural Water Financing Agency ("RWFA") in the principal amount of \$865,000 (subject to adjustment of up to 10%) (the "RWFA Loan")(see preliminary number runs of the RWFA Financial Advisor, Raymond James & Co. attached hereto as **Exhibit "D"**); and (ii) Lincoln County COVID funds in the amount of \$600,000 (see the June 14, 2022 minutes of Lincoln County Fiscal Court attached hereto as **Exhibit "E"**); and **Phase 1B** (Contracts 2 and 3), (i) a Federally Assisted Drinking Water Revolving Loan

(F21-013) from the Kentucky Infrastructure Authority ("KIA") in the principal amount of \$2,491,916 (the "KIA Loan") (see KIA Commitment Letter dated March 5, 2021 and Extension Letter dated February 23, 2022 attached hereto as **Exhibit "F"**) - an additional Extension Letter has been requested from KIA but has not yet been received - such Letter will be filed with the Commission as soon as same is available; (ii) a Cleaner Water grant (22CWW012) in the amount of \$287,289 (see Grant Assistance Agreement attached hereto as **Exhibit "G"**); (iii) a Community Development Block Grant (22-046)("CDBG") in the amount of \$1,000,000 (see grant documentation attached hereto as **Exhibit "H"**); (iv) an Appalachian Regional Commission ("ARC") grant (23A-027) in the principal amount of \$500,000 (see grant documentation attached hereto as **Exhibit "I"**); (v) a CDBG grant in the amount of \$750,000 which has been applied for but not yet received (documentation awarding the additional CDBG grant will be filed with the Commission as soon as same is available); and (vi) a contribution from McKinney District in the amount of \$62,436. The RWFA Loan will be evidenced by an Assistance Agreement between McKinney District and RWFA. The KIA Loan will be evidenced by an Assistance Agreement between McKinney District and KIA. Copies of both executed Assistance Agreements will be filed with the Commission as soon as same are available.

- (vii) Section 15(2)(e) Statement of Estimated Annual Cost of Operation: a statement of the estimated annual cost of operation after the Project is placed in service (titled Budgets, Previous, Current and Projected) is attached hereto as **Exhibit "J"**.

6. The detailed Statement of Net Position; Statement of Revenue, Expenses and Changes in Net Position; and Statement of Cash Flows for the years ending on December 31, 2023 and 2022 are attached hereto as **Exhibit "K"** respectively.

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

- (i) Section 12(1)(a): McKinney 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, 2024.
- (ii) Section 12(2)(a), (b) and (c) Stock: McKinney District does not have any authorized, issued or outstanding stock as of the date hereof.
- (iii) Section 12(2)(d) Mortgages: McKinney 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 McKinney District is contained in financial statements and Note 5 to financial statements which have been filed with the Commission and are incorporated herein by reference.
- (v) Section 12(2)(h) Dividends: McKinney District has no outstanding stock and therefore pays no dividends.

(vi) Section 12(2)(i) Financial Statements: See **Exhibit "K"** attached hereto.

8. Pursuant to 807 KAR 5:001, Section 18, McKinney District hereby responds as follows:

(i) Section 18(1)(a): McKinney District has complied with the requirements of 807 KAR 5:001, Section 14.

(ii) Section 18(1)(b): A general description of McKinney District's property, its field of operation and a statement of original cost of said property and the cost to McKinney District is contained in McKinney District's 2023 Annual Report on file with this Commission.

(iii) Section 18(1)(c): McKinney District is not issuing any stock as part of this financing. The information concerning the proposed RWFA Loan is contained in this Application and the supporting exhibits. The KIA Loan and the RWFA Loan will be secured by and payable from the gross revenues of McKinney District's water system.

(iv) Section 18(1)(d): McKinney District is not refunding any outstanding obligations in connection with this Project. The proceeds of the RWFA Loan and 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): McKinney 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 RWFA Loan and the KIA Loan is being provided to the State Local Debt Officer (see **Exhibit "L"** attached hereto).
- (viii) Section 18(2)(a): See paragraph #7 above.
- (ix) Section 18(2)(b): McKinney 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 (titled List of Property to be Acquired) is attached hereto as **Exhibit "M"**.

9. Bids for the Project were let on November 20, 2024 pursuant to an Advertisement for Bids published in the Interior Journal newspaper on November 7, 2024 (see Publisher's Certificate of Publication attached hereto as **Exhibit "N"**). Certified construction bid tabulations for the Project as prepared by the Engineer are attached hereto as **Exhibit "O"**.

10. The current bids on the Project expire on February 18, 2025. Completing the acquisition of the funding sources has taken longer than expected thus delaying the filing of this Application. McKinney District has requested and received bid extension letters from the successful contractors extending their bids through March 31, 2025 (see letters attached hereto as **Exhibit "P"**).

11. No rate increase is being requested with this Application. McKinney District has adopted Resolution No. 2021-3-9 committing to pursue a rate increase to meet the loan requirements of KIA (see **Exhibit "Q"** attached hereto) . McKinney District has also contracted with the Kentucky Rural Water Association to prepare and submit an Alternate Rate Filing case to increase

water rates as required by KIA. It is anticipated that the ARF case will be filed as soon as practicable after the 2024 Annual Report is submitted.

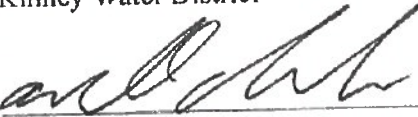
12. McKinney District respectfully requests that the Commission issue its Order on or before **March 28, 2025** in order to provide McKinney District with sufficient time to finalize Contracts 1, 2 and 3 prior to the bid expiration date.



WHEREFORE, McKinney District respectfully requests that the Commission take the following actions:

- A. Grant McKinney District a Certificate of Public Convenience and Necessity permitting McKinney District to construct the Project on or before March 28, 2025;
- B. Authorize the issuance of securities pursuant to the RWFA Assistance Agreement and the KIA Assistance Agreement; and
- C. Grant McKinney District any other relief to which McKinney District is entitled.

McKinney Water District

By 

Matt Rankin, Chairman  
P.O. Box 7  
McKinney Kentucky 40448  
Phone: (606) 346-2220  
Fax: (606) 346-5145  
email address: [mckinneywaterdistrict@gmail.com](mailto:mckinneywaterdistrict@gmail.com)

Rubin & Hays

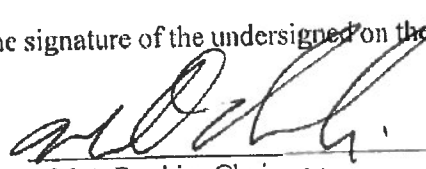
By 

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

STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF LINCOLN         )

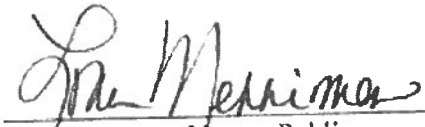
The affiant, Matt Rankin, being first duly sworn, states: That he is the Chairman of the McKinney Water District, the Applicant in this case; that he has read the foregoing Application and has noted the contents thereof; that the same are true of his own knowledge and belief, except as to matters which 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 4 day of February, 2025.

  
\_\_\_\_\_  
Matt Rankin, Chairman

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Matt Rankin, Chairman of the McKinney Water District on this the 4 day of February, 2025.

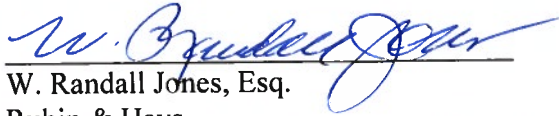
My Commission expires: 7/05/25

  
\_\_\_\_\_  
Notary Public

Notary ID#: KYNP31927

**CERTIFICATE OF SERVICE**

The undersigned, in accordance with 807 KAR 5:001, Section 8, hereby certifies that the McKinney Water District's electronic filing of the foregoing Application is a true and accurate copy of the same document being transmitted via electronic filing to the Kentucky Public Service Commission on February 6, 2025; that there are currently no parties that the Kentucky Public Service Commission has excused from participation by electronic means in this proceeding.



W. Randall Jones, Esq.

Rubin & Hays

Kentucky Home Trust Building

450 South Third Street

Louisville, Kentucky 40202

Phone: (502) 569-7534

Fax: (502) 569-7555

Email: [wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)

Counsel for McKinney Water District

## **LIST OF EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Project Description, Need, Options Considered and Necessity
B	Copies of Permits
C	Summary of Project Costs and Fund Sources
D	Preliminary Number Runs on RWFA Loan
E	Lincoln County Fiscal Court Minutes
F	KIA Commitment Letter and Extension Letter
G	Cleaner Water Grant Documentation
H	CDBG Grant Documentation
I	ARC Grant Documentation
J	Estimated Annual Cost of Operation
K	Financial Statements
L	Notification to the State Local Debt Officer
M	Estimate of Property Acquired
N	Publisher's Affidavit
O	Certified Bid Tabulations
P	Contractor's Extension Letters
Q	District Rate Increase Resolution

# **EXHIBIT A**

**Project Description, Need, Options Considered  
and Necessity**

## **Summary of 2025 McKinney Water District Water Improvements**

### **Justification for the Project**

The McKinney Water District (MWD) is addressing critical issues related to water quality, pressure, and supply through a comprehensive set of improvement projects planned for 2025. These projects are aimed at resolving problems identified under regulatory orders, ensuring compliance with state and federal standards, and improving service reliability and cost efficiency for customers.

### **Problems Investigated:**

#### **1. Disinfection Byproducts (HAA5):**

- The McKinney Water District (MWD) was recently released from an agreed order for exceeding limits on HAA5 disinfection byproducts. (DOW 150283)
- Recent samples at the master meter show persistent issues with DBP in the City of Stanford's water treatment process, although improvements have been noted. Discussions with the Department of Water (DOW) emphasized the need for enhanced treatment processes.

### **Investigated Solutions:**

#### **1. Option 1: Adjust Chlorine feeds:**

- Since MWD does not add additional chlorine, it is cannot change chlorine feeds.

#### **2. Option 2: Reduce water age in the system by:**

1. Addressing the age of the water in the storage tanks by:
  - a) Installing Mixing systems
  - b) Make water stored turn over more frequently
2. Increase flushing, which increases water purchase costs.
  - a) Increases cost of water purchased

#### **3. Option 3: Explore a new water source.**

1. Enhanced treatment processes, including granular activated carbon (GAC) for disinfection byproduct (DBP) removal recently upgraded in the Danville water system.

## **2. Low Pressure Areas (Ky Hwy 198):**

- The MWD is under an agreed order (DOW-20-3-0293) for low pressure in several areas, particularly along Ky Hwy 198.
- Challenges include:
  - Peak hour demand exceeding current pumping capacity (120 gpm vs. 245 gpm).
  - Tank levels must be maintained near full at all times to maintain water pressure in the affected areas.
  - It is difficult to keep tanks full during high demand periods due to inadequate pumping and supply issues from Stanford.

### **Investigated Solutions:**

1. **Option 1:** Install new pumps and enlarge main feed from Stanford water system:
  - Increase system demand may increase problems with Stanford supply.
2. **Option 2:** Install additional booster pumps in problem areas:
  - The problem areas are disbursed throughout the system which make multiple pump necessary.
  - On area is on the main fee line from Stanford where a bouster pump cannot be installed.
3. **Option 3:** Build a new ground storage tank :
  - Install a storage tank at McKinney at a higher elevation to increase system pressure.
  - Decommission current tanks.

### **3. Water Supply Problems:**

- Ongoing issues with the City of Stanford connection, including:
  - Service interruptions during extreme weather (e.g., December 2022 cold snap).
  - Potential termination of service during drought conditions (e.g., late 2023).

### **Investigated Solutions:**

1. **Option 1:** Continue operation with Stanford water supply:

- Rely on Stanford's planned water treatment and supply expansions (projects costing \$23.2 million). (WX 21137007 & WX 21137066)
- New project will mean substantial rate increase.
- Raw water supply remains a problem for Stanford water system.
- Pumps and water mains insufficient will have to be upgraded.

2. **Option 2:** Connect to Danville's system, which:

- Draws water from Herrington Lake, a more reliable source.
- Recently expanded its treatment plant capacity.
- Can support emergency interconnections between Stanford and Danville systems.
- Danville agreed to cover pumping cost and to construct a water main to the McKinney system at no cost.
- Connection to Danville removes some water demand from the Stanford water system thereby reducing the immediate need for the Stanford treatment plant expansion list above.
- Cost of enlarged water line from Danville comparable to cost of enlarged water line from Stanford.

### **4. Storage Capacity:**

- DOW and Kentucky Public Service Commission cited MWD for insufficient storage capacity and low system pressures.
- Current usable storage from two 100,000 gallon standpipe tanks is limited to 29,000 gallons before pressure drops below minimum standards, while the average daily demand is 186,200 gallons.

### **Investigated Solutions:**

1 **Option 1:** Build new ground storage tank:

- Install a storage tank at McKinney at a higher elevation to allow the ability to utilize all the water in the tanks without pressure issues.



- Decommission current tanks.
- Improves water pressure in the system to eliminate regulatory issues.

## **2 Option 2: Reconstruct current water standpipes with higher overflows**

- Tanks and foundation structures where not designed for increased height.

## **Recommendations**

### **1. Water Supply Improvements from City of Danville:**

- A reliable raw water and drinking water source.
- Water purchase rates are lower.
- Pumping cost by Danville.
- Improved water quality for DBP.

### **2. Infrastructure Upgrades:**

- Replace primary asbestos cement supply lines.
- Enlarge water mains to meet current and future demands.

### **3. Storage Enhancements:**

- Decommission existing tanks.
- Build a 250,000-gallon water tank with a mixing system on top of McKinney Bluff.

## **Proposed Projects**

### **Phase 1A: Water Supply and System Improvements - WX21137053**

- **Goal:** Connect to the City of Danville water system.
- **Costs:**
  - Division 1: \$530,777.50 (funded by City of Danville).
  - Division 2: \$1,095,242.50 (funded by KYRW Bonds and Lincoln County Fiscal Court).

- **Benefits:**

- Improved water quality (reduction in HAA5).
- Reliable raw water supply from Herrington Lake.
- 24%-41% cost savings compared to Stanford and Eubank systems.

	Average Annual Usage	Stanford/Eubank Cost	Danville Cost
Water Rate Savings			
Ball Park Meter	28,813,300	\$101,710.95	\$69,440.05
Greasy Ridge Meter	6,158,000	\$25,370.96	\$14,840.78
Skyline Drive Meter	2,461,100	\$10,090.51	\$5,931.25
		\$137,172.42	\$90,212.08
		Savings	\$46,960.34
	Estimated Bond Cost	\$855,000.00	\$53,098.00
		Net Cost of Debt	\$6,137.67

**Phase 1B: Water Storage and System Improvements - WX21137017**

- **Goals:**

1. Contract 3: Construct a 250,000-gallon tank
2. Contract 2: Replace asbestos lines, and improve low-pressure areas.

- **Costs:**

- Contract 3 Storage tank: \$811,165.
- Contract 2 Line and system upgrades: \$3,639,146.

- **Funding Sources:** KIA loans (\$2,491,916), CDBG grants (\$1,000,000 plus an additional \$750,000 has been requested for project overruns), ARC grants (\$500,000), and local contributions (Lincoln Co. Fiscal Court – 287,289, MWD - \$62,436).

**Overall Project Benefits:**

- Improved Water Supply Quantity
- Elimination of biofilm buildup in asbestos pipes.
- Improved water pressure and quality.

- Compliance with storage capacity requirements.

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### **Financial Impact**

- **Phase 1A Bond Cost-Rate Increase:** \$855,000, Estimated 0.9% customer rate increase if no additional grants are secured.
- **Phase 1B KIA Loan Cost-Rate Increase:** \$2,491,916 - Estimated 22% as estimated by KIA, customer rate increase if no additional grants are secured.

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### **Conclusion**

The proposed improvements for the McKinney Water District address urgent regulatory, quality, and supply challenges while ensuring cost-effective and sustainable service. By leveraging partnerships and funding opportunities, MWD aims for long term enhancement of water reliability, quality, and affordability for its customers.

# **EXHIBIT B**

Copies of Permits



Andy Beshear  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 Sower Boulevard  
Frankfort, Kentucky 40601  
Phone: (502) 564-2150  
Fax: 502-564-4245

Rebecca W. Goodman  
SECRETARY

Anthony R. Hatton  
COMMISSIONER

January 11, 2023

Mr. Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
McKinney, KY 40448

RE: Contract 1 – Phase 1A Waterlines  
Lincoln County, KY  
McKinney Water District  
AI #: 33991, APE20220001  
PWSID #: 0690278-22-001

Dear Mr. Rankin:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 14,725 feet of 8-inch PVC water line, 100 feet of 10-inch HDPE water line, and one (1) duplex pump station capable of 245 gpm at 350 feet TDH. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Mark Rasche at 502-782-6162.

Sincerely,

---

Mark Rasche, P.E.  
Water Infrastructure Branch  
Division of Water

MR

Enclosures

c: AGE Engineering Services  
Lincoln County Health Department  
Division of Plumbing





Andy Beshear  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 Sower Boulevard  
Frankfort, Kentucky 40601  
Phone: (502) 564-2150  
Fax: 502-564-4245

Rebecca W. Goodman  
SECRETARY

Anthony R. Hatton  
COMMISSIONER

January 11, 2023

Mr. Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
McKinney, KY 40448

RE: Contract 2 – Phase 2 Waterlines  
F21-013  
Lincoln County, KY  
McKinney Water District  
AI #: 33991, FGL20210007

Dear Mr. Rankin:

The Kentucky Division of Water (DOW) has reviewed for completeness and adequacy the construction plans and specifications submitted for the above referenced contract. 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 36,388 feet of 8-inch PVC water main, 1,463 feet of 6-inch PVC water main; 7,792 feet of 4-inch PVC water main; and a pump station capable of 100 gpm at 165 feet TDH. 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.

Contract 2 – Phase 2 Waterlines  
F21-013  
McKinney Water District  
AI #: 33991, FGL20210007  
January 11, 2023  
Page 2 of 3

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 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.

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



Contract 2 – Phase 2 Waterlines  
F21-013  
McKinney Water District  
AI #: 33991, FGL20210007  
January 11, 2023  
Page 3 of 3

agreement. If we can be of further assistance, please call Mark Rasche, Project Engineer, at (502) 782-6162.

Sincerely,



---

Mark Rasche, P.E.  
Water Infrastructure Branch  
Division of Water

MR  
Enclosures

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

C: AGE Engineering Services, Inc.  
Kentucky Infrastructure Authority  
Cabinet for Economic Development  
Lincoln County Health Department  
Division of Plumbing

F21-013  
McKinney Water District

**SRF ELIGIBLE ITEMS:**

Contract No. 2: No ineligible items determined

**SRF INELIGIBLE ITEMS:**

Contract No. 2: No ineligible items determined

**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									
<b>Total</b>									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
<b>Total</b>		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
<b>Total</b>		

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)		
<b>Total Costs</b>		





Andy Beshear  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 Sower Boulevard  
Frankfort, Kentucky 40601  
Phone: (502) 564-2150  
Fax: 502-564-4245

Rebecca W. Goodman  
SECRETARY

Anthony R. Hatton  
COMMISSIONER

January 11, 2023

Mr. Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
McKinney, KY 40448

RE: Contract 3 – Phase 1B 250,000 Gallon WST  
F21-013  
Lincoln County, KY  
McKinney Water District  
AI #: 33991, FGL20210012

Dear Mr. Rankin:

The Kentucky Division of Water (DOW) has reviewed for completeness and adequacy the construction plans and specifications submitted for the above referenced contract. 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 the construction of a 250,000 gallon glass lined ground water storage tank and approximately 900 feet of 8-inch PVC water line. 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.

Contract 3 – Phase 1B 250,000 Gallon WST  
F21-013  
McKinney Water District  
AI #: 33991, FGL20210012  
January 11, 2023  
Page 2 of 3

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 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.

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



Contract 3 – Phase 1B 250,000 Gallon WST  
F21-013  
McKinney Water District  
AI #: 33991, FGL20210012  
January 11, 2023  
Page 3 of 3

agreement. If we can be of further assistance, please call Mark Rasche, Project Engineer, at (502) 782-6162.

Sincerely,



---

Mark Rasche, P.E.  
Water Infrastructure Branch  
Division of Water

MR  
Enclosures

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

C: AGE Engineering Services, Inc.  
Kentucky Infrastructure Authority  
Cabinet for Economic Development  
Lincoln County Health Department  
Division of Plumbing

F21-013  
McKinney Water District

**SRF ELIGIBLE ITEMS:**

Contract No. 3: No ineligible items determined

**SRF INELIGIBLE ITEMS:**

Contract No. 3: No ineligible items determined

**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: \_\_\_\_\_

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  - 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.

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- e) Contractor's Debarred Firm Certification (See Attachment No. 10 in the SGC).

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- 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									
<b>Total</b>									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
<b>Total</b>		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
<b>Total</b>		

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)		
<b>Total Costs</b>		





COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

McKinney Water District  
2900 KY Hwy 198  
McKinney, KY 40484

Subject: Lincoln County  
KY 198  
RS 069-0198-5.55  
Permit: 08-2021-00164

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,  
*Adam Dixon*

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

6/18/2021  
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 #:** 08-2021-00164

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**Permittee:** McKinney Water District

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**Permit Type / Subtype:** Utilities / Water

---

**Work Completion Date:** 6/30/2022

---

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	6/18/2021
<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>

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
	Lincoln - KY 198	37.454793	-84.756589



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: McKinney Water District  
Contact Person:  
Address: 2900 HWY 198  
City: McKinney  
State: Kentucky  
Zip: 40448  
Telephone: (606) 510-1411

## PROJECT IDENTIFICATION

Permit Number: 08-2021-00164

---

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/](http://www.transportation.ky.gov/)

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Lincoln - KY 198	37.454793	-84.756589

Kentucky Transportation Cabinet – District 8  
Permit No. 08-2021-00164

Applicant to bore for 3/4 inch water line at mile point 5.55 on KY 198 in Lincoln County as shown on attached Typical Highway Boring Crossing Detail and encroachment terms. Water meter to be placed off KYTC right of way.

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.

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 operations of the Kentucky Transportation Cabinet on KY 198.

All work and materials shall meet or exceed the 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.

It shall be the responsibility of the applicant to contact the Kentucky Department of Highways District 8 Permits Office at 606-677-4017 a minimum of 2 working days before work begins on KY Transportation Cabinet right of way.



**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: 08-2021-00164

**SECTION 1: APPLICANT CONTACT INFORMATION**

NAME <i>McKinney Water Dist</i>	ADDRESS <i>2900 KY Hwy 198</i>	CITY <i>McKinney</i>
EMAIL <i>PBrown@mckinneywater.com</i>		STATE <i>KY</i> ZIP <i>40484</i>
CONTACT NAME 1	EMAIL	PHONE # <i>606-346-2220</i>
		CELL # <i>606-510-1411</i>
CONTACT NAME 2 (if applicable)	EMAIL	PHONE #
		CELL #

**SECTION 2: PROPOSED WORK LOCATION**

ADDRESS <i>1816</i>	CITY <i>Stanford</i>	STATE <i>Kentucky</i>	ZIP <i>40484</i>
COUNTY <i>Lincoln</i>	ROUTE # <i>Hwy 198</i>	MILE POINT <i>5.55</i>	LONGITUDE (X) LATITUDE (Y)

**FOR KYTC USE ONLY**

Permit Type:  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

Location:  Left  Right  Crossing

Access:  Full  Partial  by Permit

**SECTION 3: GENERAL DESCRIPTION OF WORK**

3/4 water service

*AD*

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.

*Louise Bee*

SIGNATURE

*6-15-21*

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B 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**

KYTC KEPT #: District 8

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> McKinney Water District	<b>ADDRESS</b> 2900 Ky Hwy 198		
<b>EMAIL</b> assn72dist65@newwavecomm.net	<b>CITY</b> McKinney	<b>STATE</b> KY	<b>ZIP</b> 40448
<b>CONTACT NAME 1</b> Mat Rankin	<b>EMAIL</b> matrankin@live.com	<b>PHONE #</b> 606-346-2220	
		<b>CELL #</b> 859-749-4436	
<b>CONTACT NAME 2 (if applicable)</b> Marty Spears	<b>EMAIL</b> mspears@ageengineering.com	<b>PHONE #</b> 606-365-8362	
		<b>CELL #</b> 606-669-2843	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 3300 Ky Hwy 78	<b>CITY</b> Stanford	<b>STATE</b> Kentucky	<b>ZIP</b> 40484
<b>COUNTY</b> Lincoln	<b>ROUTE #</b> 78	<b>MILE POINT</b> 7.1	<b>LONGITUDE (X)</b> -84.739477
<b>LATITUDE (Y)</b> 37.489725			

**ADDITIONAL LOCATION INFORMATION:**

**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**

Construction of an 8-inch PVC water main to provide service from the City of Danville to the McKinney Water District. The crossing will include a bore with a 12-inch steel casing pipe of 85 feet in length.

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.

Mat Rankin  
 SIGNATURE

5/11/21  
 DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B 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**

KYTC KEPT #: District 8

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> McKinney Water District	<b>ADDRESS</b> 2900 Ky Hwy 198		
<b>EMAIL</b> assn72dist65@newwavecomm.net	<b>CITY</b> McKinney	<b>STATE</b> KY	<b>ZIP</b> 40448
<b>CONTACT NAME 1</b> Mat Rankin	<b>EMAIL</b> matrankin@live.com	<b>PHONE #</b> 606-346-2220	
		<b>CELL #</b> 859-749-4436	
<b>CONTACT NAME 2 (if applicable)</b> Marty Spears	<b>EMAIL</b> mspears@ageengineering.com	<b>PHONE #</b> 606-365-8362	
		<b>CELL #</b> 606-669-2843	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 3300 Ky Hwy 198	<b>CITY</b> Stanford	<b>STATE</b> Kentucky	<b>ZIP</b> 40484
<b>COUNTY</b> Lincoln	<b>ROUTE #</b> 198	<b>MILE POINT</b> 8.2 to 6.7	<b>LONGITUDE (X)</b> -84.745222
			<b>LATITUDE (Y)</b> 37.467530

**ADDITIONAL LOCATION INFORMATION:**

**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**

Construction of an 8-inch PVC water main to provide service from the City of Danville to the McKinney Water District. The water main will include construction of the water main beginning at Ky Hwy 78 south on the right-of-way of Ky Hwy 198 on the west side of the road to a point at mile post 6.7 where the main will cross the road with a bore with a 12-inch steel casing pipe of 40 feet in length. From here the line is planned on private easment along the east side of Ky Hwy 198.

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.

*mat rankin*

SIGNATURE

5/11/21

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B 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.



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 PERMITS BRANCH

TC 99-1A  
 Rev. 10/2020  
 Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: District 8

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> McKinney Water District	<b>ADDRESS</b> 2900 Ky Hyw 198		
<b>EMAIL</b> assn72dist65@newwavecomm.net	<b>CITY</b> McKinney	<b>STATE</b> KY	<b>ZIP</b> 40448
<b>CONTACT NAME 1</b> Mat Rankin	<b>EMAIL</b> matrankin@live.com	<b>PHONE #</b> 606-346-2220	
		<b>CELL #</b> 859-749-4436	
<b>CONTACT NAME 2 (if applicable)</b> Marty Spears	<b>EMAIL</b> mspears@ageengineering.com	<b>PHONE #</b> 606-365-8362	
		<b>CELL #</b> 606-669-2843	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 5049 Ky Hwy 300	<b>CITY</b> Stanford	<b>STATE</b> Kentucky	<b>ZIP</b> 40484
<b>COUNTY</b> Lincoln	<b>ROUTE #</b> 300	<b>MILE POINT</b> 2.3	<b>LONGITUDE (X)</b> 84.754519
			<b>LATITUDE (Y)</b> 37.559685

**ADDITIONAL LOCATION INFORMATION:**

**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**

Construction of an 8-inch PVC water main to provide service from the City of Danville to the McKinney Water District. The crossing will include a bore with a 12-inch steel casing pipe of 40 feet in length. Driveway entrance to new pump station site at Station 76+75 on the water line plans.

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.

Mat Rankin  
 SIGNATURE

5/11/21  
 DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B 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**

KYTC KEPT #: District 8

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> McKinney Water District	<b>ADDRESS</b> 2900 Ky Hwy 198		
<b>EMAIL</b> assn72dist65@newwavecomm.net	<b>CITY</b> McKinney	<b>STATE</b> KY	<b>ZIP</b> 40448
<b>CONTACT NAME 1</b> Mat Rankin	<b>EMAIL</b> matrankin@live.com	<b>PHONE #</b> 606-346-2220	
		<b>CELL #</b> 859-749-4436	
<b>CONTACT NAME 2 (if applicable)</b> Marty Spears	<b>EMAIL</b> mspears@ageengineering.com	<b>PHONE #</b> 606-365-8362	
		<b>CELL #</b> 606-669-2843	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 3300 Ky Hwy 1194	<b>CITY</b> Stanford	<b>STATE</b> Kentucky	<b>ZIP</b> 40484
<b>COUNTY</b> Lincoln	<b>ROUTE #</b> 1194	<b>MILE POINT</b> 3.2	<b>LONGITUDE (X)</b> -84.750839
			<b>LATITUDE (Y)</b> 37.522518

**ADDITIONAL LOCATION INFORMATION:**

**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**

Construction of an 8-inch PVC water main to provide service from the City of Danville to the McKinney Water District. The crossing will include a bore with a 12-inch steel casing pipe of 40 feet in length.

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.

*Mat Rankin*

SIGNATURE

5/11/21

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B 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.



Know what's below. Call before you dig.

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. 08-2021-00164

### 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](http://www.KEPSC.org)



**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, 2<sup>1/2</sup> 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.





**TYPICAL HIGHWAY BORE DETAIL  
 - FOR NON-FULLY CONTROLLED HIGHWAYS -**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: HIGHWAY INFORMATION**

COUNTY	ROUTE	MILE POINT	PAVEMENT WIDTH
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**SECTION 2: UTILITY INFORMATION**

UTILITY TYPE	PIPE TYPE	DIAMETER
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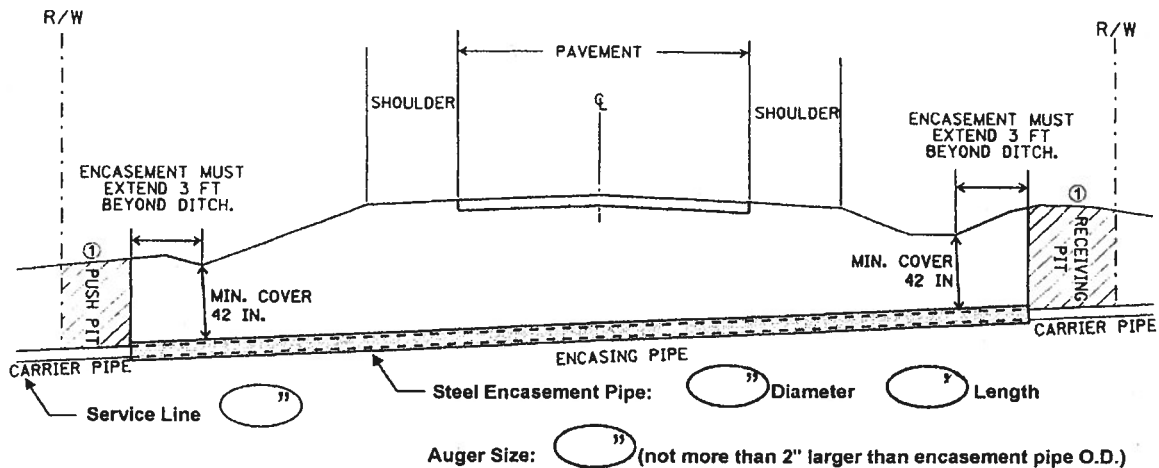
**SECTION 3: ENCASEMENT INFORMATION**

ENCASEMENT TYPE	DIAMETER
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**SECTION 4: BORE INFORMATION**

BORE TYPE	LENGTH (L)	DIAMETER
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**SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS**



**SECTION 6: GENERAL NOTES**

- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
- All ditch lines are to remain open at all times and restored to original condition.
- Shape, Seed and Straw all disturbed areas immediately after completing the work.
- Provide traffic control as required to insured the safety of the traveling public in accordance with the current edition of the *Manual on Uniform Traffic Control Devices*.
- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, except for natural gas and petroleum fraction lines which shall have a minimum of 60" cover.
- See [KYTC Permits Manual](#) for all requirements and specifications.



**TYPICAL HIGHWAY BORE DETAIL  
 - FOR NON-FULLY CONTROLLED HIGHWAYS -**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: HIGHWAY INFORMATION**

<b>COUNTY</b> Lincoln	<b>ROUTE</b> Ky 1194	<b>MILE POINT</b> 3	<b>PAVEMENT WIDTH</b> 24'
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**SECTION 2: UTILITY INFORMATION**

<b>UTILITY TYPE</b> 8-inch Water Main	<b>PIPE TYPE</b> DR 21 PVC Class 200	<b>DIAMETER</b> 8"
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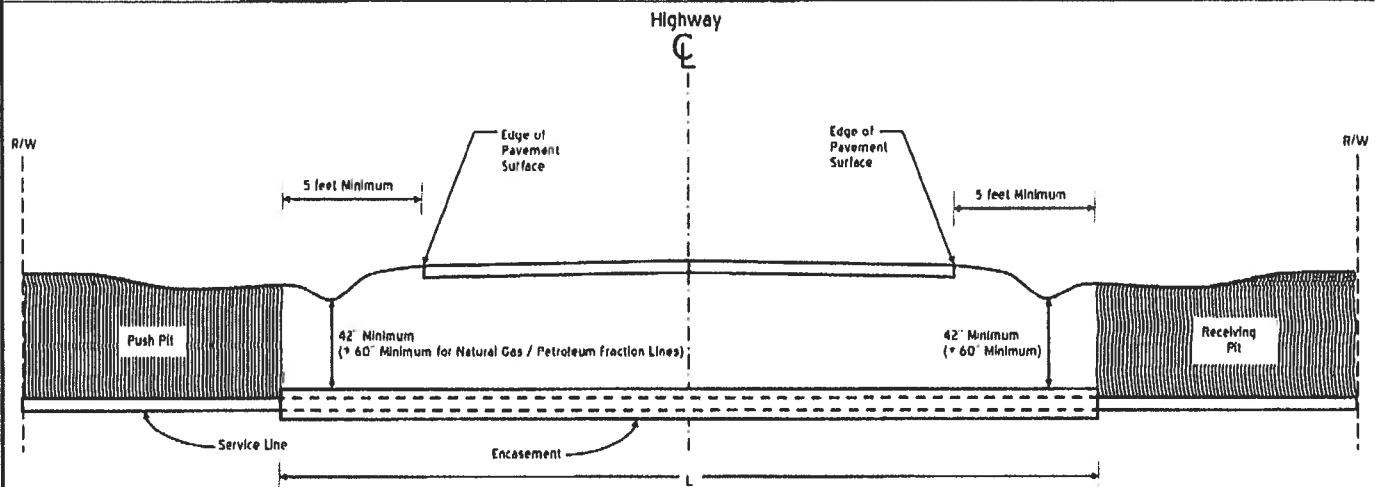
**SECTION 3: ENCASEMENT INFORMATION**

<b>ENCASEMENT TYPE</b> Steel	<b>DIAMETER</b> 12"
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**SECTION 4: BORE INFORMATION**

<b>BORE TYPE</b> Jack and Bore / Directional	<b>LENGTH (L)</b> 40'	<b>DIAMETER</b> 12"
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**SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS**



**SECTION 6: GENERAL NOTES**

- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
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**TYPICAL HIGHWAY BORE DETAIL  
 - FOR NON-FULLY CONTROLLED HIGHWAYS -**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: HIGHWAY INFORMATION**

<b>COUNTY</b> Lincoln	<b>ROUTE</b> Ky Hwy 300	<b>MILE POINT</b> 2.3	<b>PAVEMENT WIDTH</b> 24'
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**SECTION 2: UTILITY INFORMATION**

<b>UTILITY TYPE</b> 8-inch Water Main	<b>PIPE TYPE</b> DR 21 PVC Class 200	<b>DIAMETER</b> 8"
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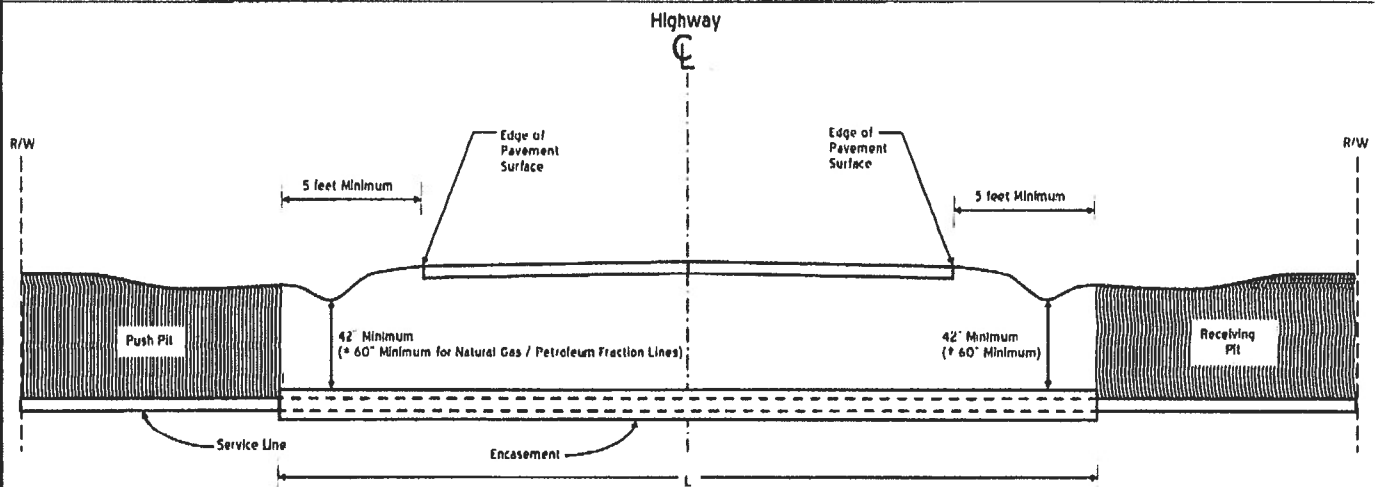
**SECTION 3: ENCASEMENT INFORMATION**

<b>ENCASEMENT TYPE</b> Steel	<b>DIAMETER</b> 12"
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**SECTION 4: BORE INFORMATION**

<b>BORE TYPE</b> Jack and Bore / Dirctional	<b>LENGTH (L)</b> 40'	<b>DIAMETER</b> 12"
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**SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS**



**SECTION 6: GENERAL NOTES**

- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
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- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, except for natural gas and petroleum fraction lines which shall have a minimum of 60" cover.
- See KYTC Permits Manual for all requirements and specifications.



**TYPICAL HIGHWAY BORE DETAIL  
 - FOR NON-FULLY CONTROLLED HIGHWAYS -**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: HIGHWAY INFORMATION**

<b>COUNTY</b> Lincoln	<b>ROUTE</b> Ky Hwy 198	<b>MILE POINT</b> 6	<b>PAVEMENT WIDTH</b> 24'
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**SECTION 2: UTILITY INFORMATION**

<b>UTILITY TYPE</b> 8-inch Water Main	<b>PIPE TYPE</b> DR 21 PVC Class 200	<b>DIAMETER</b> 8"
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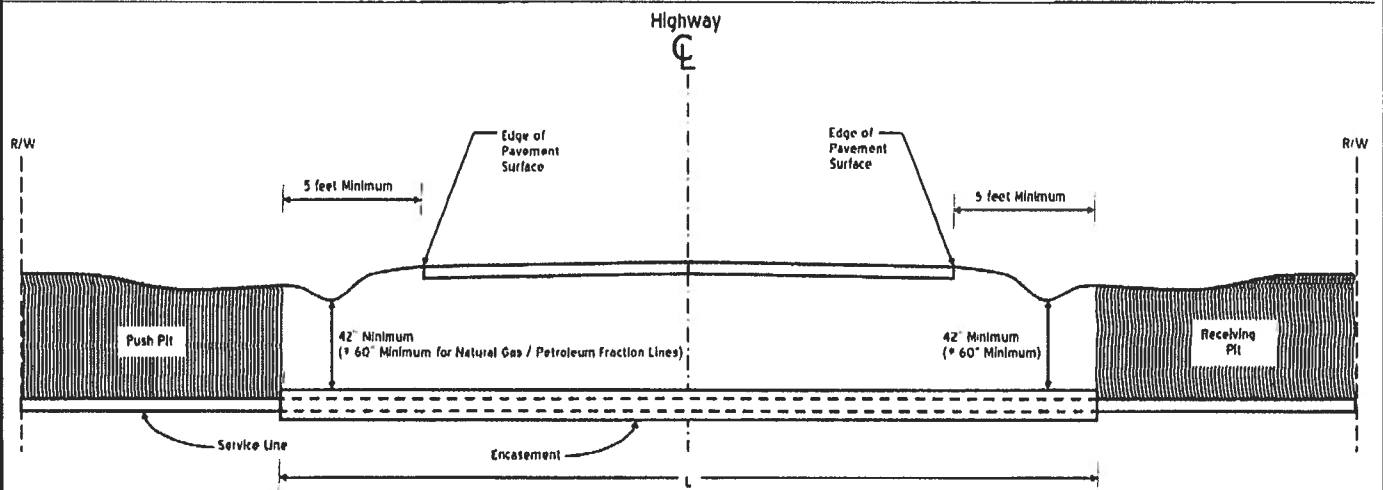
**SECTION 3: ENCASEMENT INFORMATION**

<b>ENCASEMENT TYPE</b> Steel	<b>DIAMETER</b> 12"
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**SECTION 4: BORE INFORMATION**

<b>BORE TYPE</b> Jack and Bore / Directional	<b>LENGTH (L)</b> 40'	<b>DIAMETER</b> 12"
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**SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS**



**SECTION 6: GENERAL NOTES**

- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
- All ditch lines are to remain open at all times and restored to original condition.
- Shape, Seed and Straw all disturbed areas immediately after completing the work.
- Provide traffic control as required to insured the safety of the traveling public in accordance with the current edition of the *Manual on Uniform Traffic Control Devices*.
- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, except for natural gas and petroleum fraction lines which shall have a minimum of 60" cover.
- See KYTC Permits Manual for all requirements and specifications.



**TYPICAL HIGHWAY BORE DETAIL  
 - FOR NON-FULLY CONTROLLED HIGHWAYS -**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: HIGHWAY INFORMATION**

<b>COUNTY</b> Lincoln	<b>ROUTE</b> Ky Hwy 78	<b>MILE POINT</b> 7	<b>PAVEMENT WIDTH</b> 24'
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**SECTION 2: UTILITY INFORMATION**

<b>UTILITY TYPE</b> 8-inch Water Main	<b>PIPE TYPE</b> DR 21 PVC Class 200	<b>DIAMETER</b> 8"
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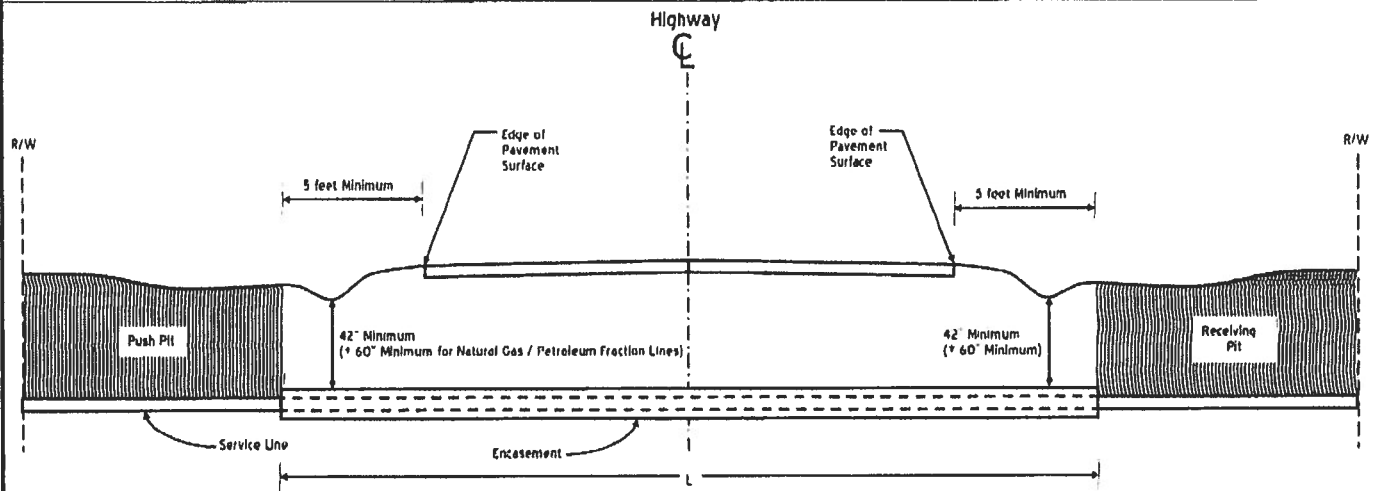
**SECTION 3: ENCASEMENT INFORMATION**

<b>ENCASEMENT TYPE</b> Steel	<b>DIAMETER</b> 12"
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**SECTION 4: BORE INFORMATION**

<b>BORE TYPE</b> Jack and Bore / Directional	<b>LENGTH (L)</b> 85'	<b>DIAMETER</b> 12"
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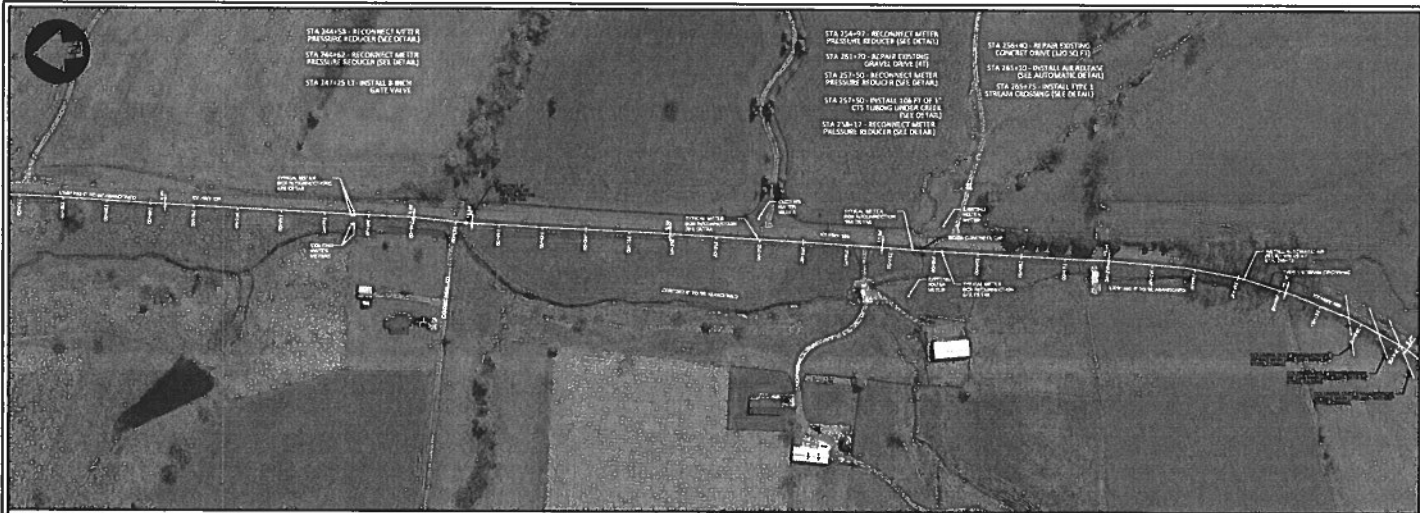
**SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS**



**SECTION 6: GENERAL NOTES**

- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
- All ditch lines are to remain open at all times and restored to original condition.
- Shape, Seed and Straw all disturbed areas immediately after completing the work.
- Provide traffic control as required to insured the safety of the traveling public in accordance with the current edition of the *Manual on Uniform Traffic Control Devices*.
- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, except for natural gas and petroleum fraction lines which shall have a minimum of 60" cover.
- See KYTC Permits Manual for all requirements and specifications.

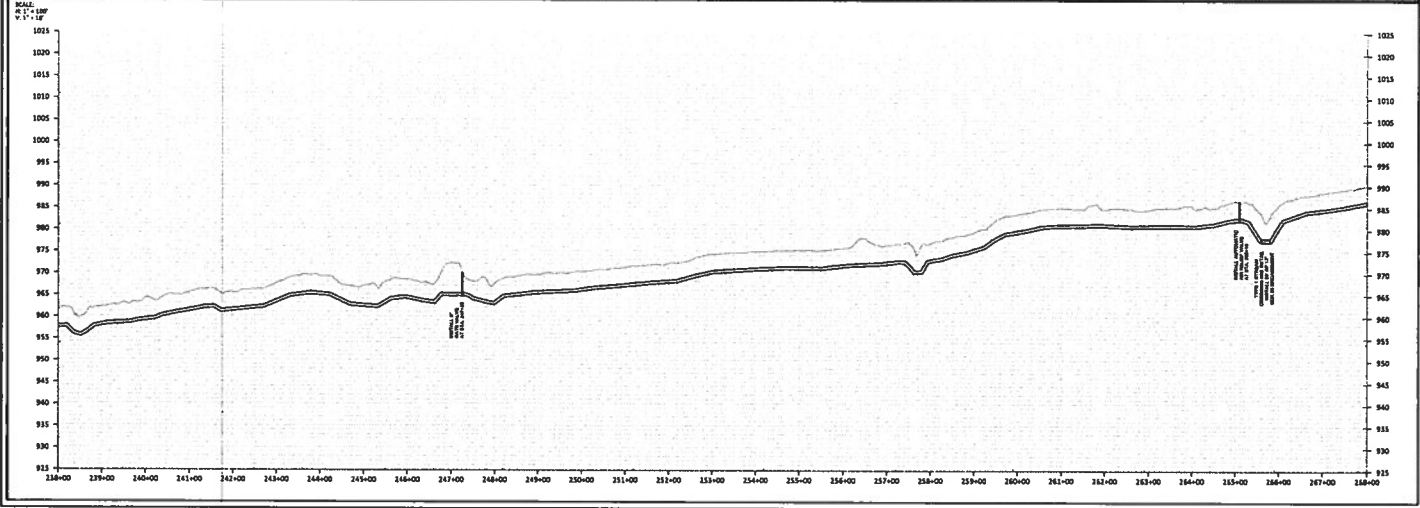




STA 264+25: RECONNECT AFTER PRESSURE REDUCER (SEE DETAIL)  
 STA 264+40: RECONNECT AIR STR PRESSURE REDUCER (SEE DETAIL)  
 STA 267+25 LT: INSTALL 8" BRCH VALVE

STA 254+00: RECONNECT AFTER PRESSURE REDUCER (SEE DETAIL)  
 STA 251+70: REPAIR EXISTING GRAVEL DRIVE (RT)  
 STA 257+50: RECONNECT METAL PRESSURE REDUCER (SEE DETAIL)  
 STA 257+50: INSTALL 300 PF OF 1" CTS TURNING UNDER GULLY PALE OF TAIL  
 STA 261+10: RECONNECT AFTER PRESSURE REDUCER (SEE DETAIL)

STA 254+40: REPAIR EXISTING CONCRETE DRIVE (LOT 30 P1)  
 STA 261+20: INSTALL AIR RELEASE VALVE AUTOMATIC (SEE TAIL)  
 STA 265+75: INSTALL 1" STEEL STREAM CHECKING (SEE TAIL)



**SCALE:**  
 HORIZONTAL: 1" = 100'  
 VERTICAL: 1" = 10'

**CLIENT:**  
 HANNEY WATER DISTRICT  
 2000 MADISON RD  
 HANNEY, KY 40448

**DATE:** 11-11-11  
**SCALE:** 1" = 100'  
**DESIGNED BY:** J. B. BOON  
**PLANNED:** 11/11/11

**PROJECT:**  
 CONTRACT 2 - PHASE 2 WATER PROJECT  
 DANVILLE TO MCKINNEY CONNECTION  
 8" WATER MAIN  
 STANFORD, LINCOLN COUNTY, KENTUCKY

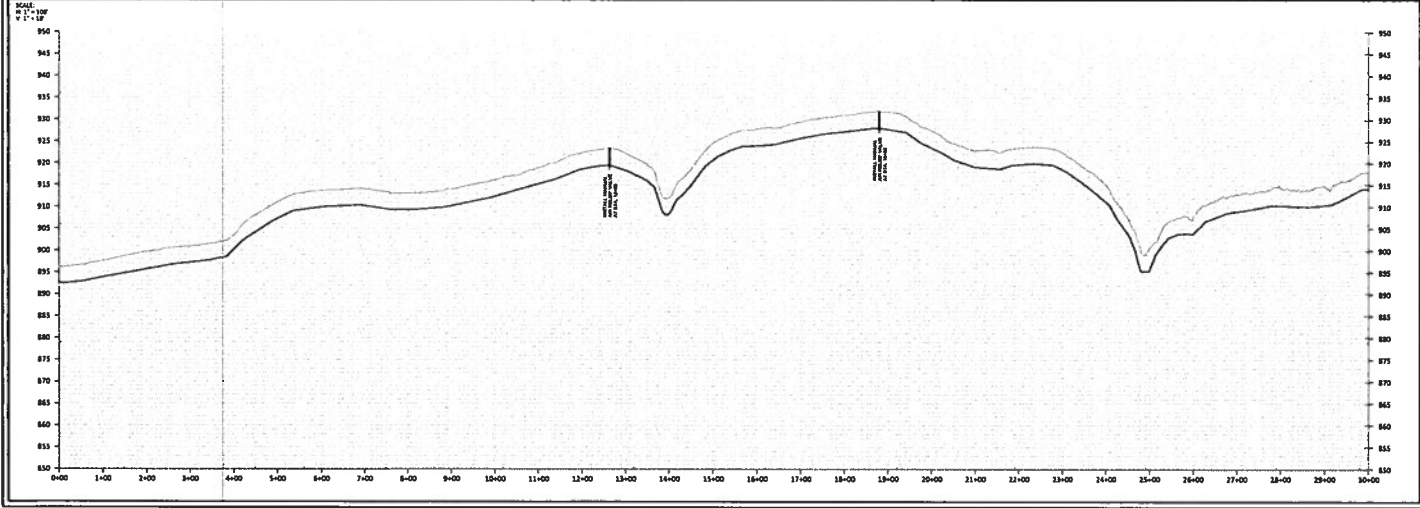
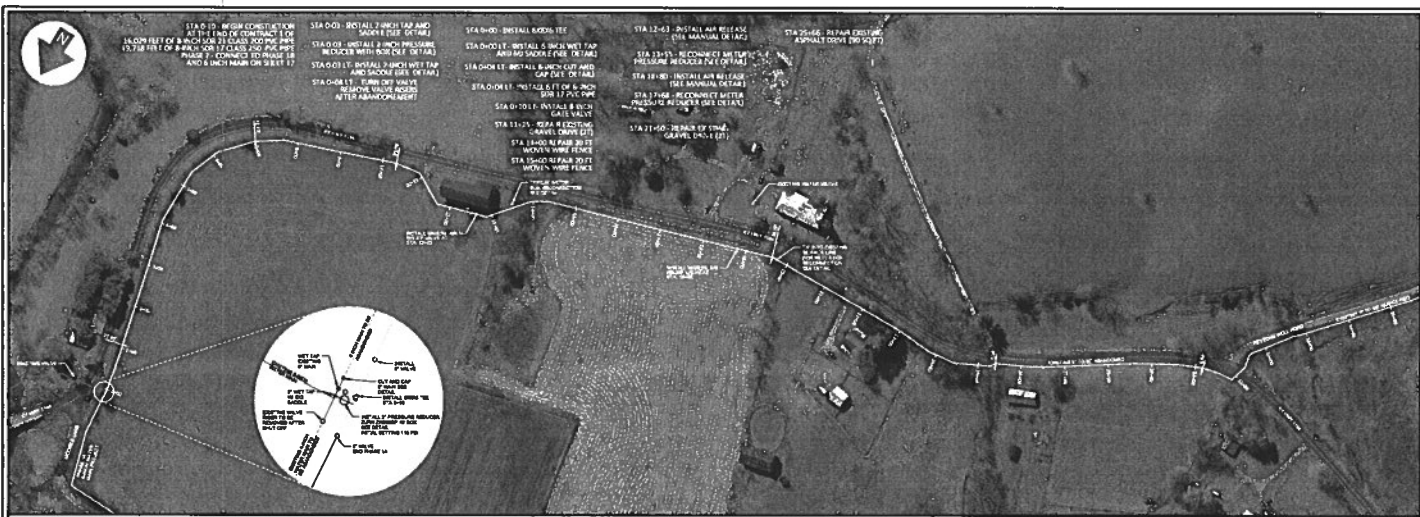
**REVISION(S)**

**SHEET: 9 OF 23**









**CONTRACT 2 - PHASE 2 WATER PROJECT  
DANVILLE TO MCKINNEY CONNECTION  
8" WATER MAIN  
STANFORD, LINCOLN COUNTY, KENTUCKY**

**AGE**  
Engineering & Construction, Inc.

DATE: 10/15/10  
SCALE: 1" = 40'  
DRAWN BY: JLM  
CHECKED BY: JLM  
APPROVED BY: JLM

CLIENT:  
LINCOLN COUNTY WATER DISTRICT  
2000 MCKINNEY RD  
MCKINNEY, KY 40448

U.S. 501-524  
185 FOOTER LANE  
STANFORD, KY 40484  
PHONE: (606) 325-1000  
FAX: (606) 325-1007

REVISION(S)

SHEET: 1 OF 23

# **EXHIBIT C**

## **Summary of Project Costs and Fund Sources**

MCKINNEY WATER DISTRICT  
 WATER IMPROVEMENTS PROJECT  
 PHASES 1A AND 1B WX 21137053 -- WX21137017  
 SUMMARY OF PROJECT COST AND FUND SOURCES

**PHASE-1A PROJECT -- KY HWY 300 TO KY HWY 1194**

<b>LOW BID CONTRACTOR</b>		Bid amount
HUBERT EXCAVATING COMPANY		\$1,045,000
<b>OTHER COST</b>		
ENGINEERING DESIGN	94,948.16	
INSPECTION SERVICES	58,624.37	
EASEMENTS/ LEGAL	32,500.00	
BONDS FINANCING	37,268.20	
PUMP STATION	<u>92,797.82</u>	
	OTHER COST TOTAL	\$316,138.35
	TOTAL PHASE 1A PROJECT COST	\$1,361,138.55

**PROJECT FUNDING**

KY RURAL WATER BONDS	\$ 855,000	
LINCOLN COUNTY COVID FUNDS	<u>\$ 600,000</u>	
	TOTAL FUNDING PHASE 1A	\$1,455,000

**PHASE-1B PROJECT --- KY HWY 1194 TO MCKINNEY AND WATER TANK**

<b>LOW BID CONTRACTOR</b>		Bid amount
FREDERICK and MAY		\$3,639,046
KY GLASS LINED TANK		<u>\$ 811,165</u>
	TOTAL CONSTRUCTION COST	\$4,450,211
<b>OTHER COST</b>		
ADMINISTRATION	\$ 80,000.00	
ENGINEERING DESIGN	255,802.39	
INSPECTION SERVICES	137,169.40	
EASEMENTS/ LEGAL	<u>50,000.00</u>	
	OTHER COST TOTAL	\$522,971.79
	TOTAL PHASE 1B PROJECT COST	\$4,973,182.79

**PROJECT FUNDING**

KIA LOAN	\$ 2,491,916	
22CCWW012 GRANT	287,289	
CDBG GRANT	1,000,000	
ARC GRANT	500,000	
CDBG GRANT PENDING	750,000	
LOCAL	<u>62,436</u>	
	TOTAL FUNDING PHASE 1B	\$5,091,641

# **EXHIBIT D**

Preliminary Numbers on RWFA Loan

**\$865,000**

*McKinney Water District, KY  
Potential Loan through the  
Rural Water Financing Agency*

**Sources & Uses**

Dated 02/20/2025 | Delivered 02/20/2025

**Sources Of Funds**

Par Amount of Bonds.....	\$865,000.00
Reoffering Premium.....	1,765.30
<b>Total Sources.....</b>	<b>\$866,765.30</b>

**Uses Of Funds**

Total Underwriter's Discount (1.500%).....	12,975.00
Costs of Issuance.....	31,677.50
Deposit to Project Construction Fund.....	821,993.50
Rounding Amount.....	119.30
<b>Total Uses.....</b>	<b>\$866,765.30</b>

**\$865,000**

*McKinney Water District, KY  
Potential Loan through the  
Rural Water Financing Agency*

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/20/2025	-	-	-	-	-
08/01/2025	-	-	17,867.65	17,867.65	-
02/01/2026	15,000.00	5.200%	19,976.25	34,976.25	-
06/30/2026	-	-	-	-	52,843.90
08/01/2026	-	-	19,586.25	19,586.25	-
02/01/2027	15,000.00	5.200%	19,586.25	34,586.25	-
06/30/2027	-	-	-	-	54,172.50
08/01/2027	-	-	19,196.25	19,196.25	-
02/01/2028	15,000.00	5.200%	19,196.25	34,196.25	-
06/30/2028	-	-	-	-	53,392.50
08/01/2028	-	-	18,806.25	18,806.25	-
02/01/2029	15,000.00	5.200%	18,806.25	33,806.25	-
06/30/2029	-	-	-	-	52,612.50
08/01/2029	-	-	18,416.25	18,416.25	-
02/01/2030	15,000.00	5.200%	18,416.25	33,416.25	-
06/30/2030	-	-	-	-	51,832.50
08/01/2030	-	-	18,026.25	18,026.25	-
02/01/2031	15,000.00	5.200%	18,026.25	33,026.25	-
06/30/2031	-	-	-	-	51,052.50
08/01/2031	-	-	17,636.25	17,636.25	-
02/01/2032	20,000.00	5.200%	17,636.25	37,636.25	-
06/30/2032	-	-	-	-	55,272.50
08/01/2032	-	-	17,116.25	17,116.25	-
02/01/2033	20,000.00	5.200%	17,116.25	37,116.25	-
06/30/2033	-	-	-	-	54,232.50
08/01/2033	-	-	16,596.25	16,596.25	-
02/01/2034	20,000.00	5.200%	16,596.25	36,596.25	-
06/30/2034	-	-	-	-	53,192.50
08/01/2034	-	-	16,076.25	16,076.25	-
02/01/2035	20,000.00	5.200%	16,076.25	36,076.25	-
06/30/2035	-	-	-	-	52,152.50
08/01/2035	-	-	15,556.25	15,556.25	-
02/01/2036	20,000.00	4.375%	15,556.25	35,556.25	-
06/30/2036	-	-	-	-	51,112.50
08/01/2036	-	-	15,118.75	15,118.75	-
02/01/2037	25,000.00	4.250%	15,118.75	40,118.75	-
06/30/2037	-	-	-	-	55,237.50
08/01/2037	-	-	14,587.50	14,587.50	-
02/01/2038	25,000.00	4.125%	14,587.50	39,587.50	-
06/30/2038	-	-	-	-	54,175.00
08/01/2038	-	-	14,071.88	14,071.88	-
02/01/2039	25,000.00	4.250%	14,071.88	39,071.88	-
06/30/2039	-	-	-	-	53,143.76
08/01/2039	-	-	13,540.63	13,540.63	-
02/01/2040	25,000.00	4.125%	13,540.63	38,540.63	-
06/30/2040	-	-	-	-	52,081.26
08/01/2040	-	-	13,025.00	13,025.00	-
02/01/2041	30,000.00	4.250%	13,025.00	43,025.00	-
06/30/2041	-	-	-	-	56,050.00
08/01/2041	-	-	12,387.50	12,387.50	-
02/01/2042	30,000.00	4.250%	12,387.50	42,387.50	-
06/30/2042	-	-	-	-	54,775.00
08/01/2042	-	-	11,750.00	11,750.00	-
02/01/2043	30,000.00	4.250%	11,750.00	41,750.00	-
06/30/2043	-	-	-	-	53,500.00
08/01/2043	-	-	11,112.50	11,112.50	-
02/01/2044	30,000.00	4.375%	11,112.50	41,112.50	-
06/30/2044	-	-	-	-	52,225.00
08/01/2044	-	-	10,456.25	10,456.25	-

02/01/2045	35,000.00	4.500%	10,456.25	45,456.25	-
06/30/2045	-	-	-	-	55,912.50
08/01/2045	-	-	9,668.75	9,668.75	-
02/01/2046	35,000.00	4.500%	9,668.75	44,668.75	-
06/30/2046	-	-	-	-	54,337.50
08/01/2046	-	-	8,881.25	8,881.25	-
02/01/2047	35,000.00	4.500%	8,881.25	43,881.25	-
06/30/2047	-	-	-	-	52,762.50
08/01/2047	-	-	8,093.75	8,093.75	-
02/01/2048	35,000.00	4.625%	8,093.75	43,093.75	-
06/30/2048	-	-	-	-	51,187.50
08/01/2048	-	-	7,284.38	7,284.38	-
02/01/2049	40,000.00	4.625%	7,284.38	47,284.38	-
06/30/2049	-	-	-	-	54,568.76
08/01/2049	-	-	6,359.38	6,359.38	-
02/01/2050	40,000.00	4.625%	6,359.38	46,359.38	-
06/30/2050	-	-	-	-	52,718.76
08/01/2050	-	-	5,434.38	5,434.38	-
02/01/2051	45,000.00	4.625%	5,434.38	50,434.38	-
06/30/2051	-	-	-	-	55,868.76
08/01/2051	-	-	4,393.75	4,393.75	-
02/01/2052	45,000.00	4.625%	4,393.75	49,393.75	-
06/30/2052	-	-	-	-	53,787.50
08/01/2052	-	-	3,353.13	3,353.13	-
02/01/2053	45,000.00	4.625%	3,353.13	48,353.13	-
06/30/2053	-	-	-	-	51,706.26
08/01/2053	-	-	2,312.50	2,312.50	-
02/01/2054	50,000.00	4.625%	2,312.50	52,312.50	-
06/30/2054	-	-	-	-	54,625.00
08/01/2054	-	-	1,156.25	1,156.25	-
02/01/2055	50,000.00	4.625%	1,156.25	51,156.25	-
06/30/2055	-	-	-	-	52,312.50
<b>Total</b>	<b>\$865,000.00</b>	<b>-</b>	<b>\$737,843.96</b>	<b>\$1,602,843.96</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars.....	\$16,184.35
Average Life.....	18.710 Years
Average Coupon.....	4.5589973%
Net Interest Cost (NIC).....	4.6282599%
True Interest Cost (TIC).....	4.6709577%
Bond Yield for Arbitrage Purposes.....	4.5427720%
All Inclusive Cost (AIC).....	5.0702002%
<b>IRS Form 8038</b>	
Net Interest Cost.....	4.6057824%
Weighted Average Maturity.....	18.438 Years

McKinney Water District 1 | SINGLE PURPOSE | 1/10/2025 | 11:18 AM

**Raymond James**  
Public Finance



**\$865,000**

*McKinney Water District, KY  
Potential Loan through the  
Rural Water Financing Agency*

**Net Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Trustee	Net New D/S
06/30/2025	-	-	-	-	-	-
06/30/2026	15,000.00	5.200%	37,843.90	52,843.90	450.00	53,293.90
06/30/2027	15,000.00	5.200%	39,172.50	54,172.50	450.00	54,622.50
06/30/2028	15,000.00	5.200%	38,392.50	53,392.50	450.00	53,842.50
06/30/2029	15,000.00	5.200%	37,612.50	52,612.50	450.00	53,062.50
06/30/2030	15,000.00	5.200%	36,832.50	51,832.50	450.00	52,282.50
06/30/2031	15,000.00	5.200%	36,052.50	51,052.50	450.00	51,502.50
06/30/2032	20,000.00	5.200%	35,272.50	55,272.50	450.00	55,722.50
06/30/2033	20,000.00	5.200%	34,232.50	54,232.50	450.00	54,682.50
06/30/2034	20,000.00	5.200%	33,192.50	53,192.50	450.00	53,642.50
06/30/2035	20,000.00	5.200%	32,152.50	52,152.50	450.00	52,602.50
06/30/2036	20,000.00	4.375%	31,112.50	51,112.50	450.00	51,562.50
06/30/2037	25,000.00	4.250%	30,237.50	55,237.50	450.00	55,687.50
06/30/2038	25,000.00	4.125%	29,175.00	54,175.00	450.00	54,625.00
06/30/2039	25,000.00	4.250%	28,143.76	53,143.76	450.00	53,593.76
06/30/2040	25,000.00	4.125%	27,081.26	52,081.26	450.00	52,531.26
06/30/2041	30,000.00	4.250%	26,050.00	56,050.00	450.00	56,500.00
06/30/2042	30,000.00	4.250%	24,775.00	54,775.00	450.00	55,225.00
06/30/2043	30,000.00	4.250%	23,500.00	53,500.00	450.00	53,950.00
06/30/2044	30,000.00	4.375%	22,225.00	52,225.00	450.00	52,675.00
06/30/2045	35,000.00	4.500%	20,912.50	55,912.50	450.00	56,362.50
06/30/2046	35,000.00	4.500%	19,337.50	54,337.50	450.00	54,787.50
06/30/2047	35,000.00	4.500%	17,762.50	52,762.50	450.00	53,212.50
06/30/2048	35,000.00	4.625%	16,187.50	51,187.50	450.00	51,637.50
06/30/2049	40,000.00	4.625%	14,568.76	54,568.76	450.00	55,018.76
06/30/2050	40,000.00	4.625%	12,718.76	52,718.76	450.00	53,168.76
06/30/2051	45,000.00	4.625%	10,868.76	55,868.76	450.00	56,318.76
06/30/2052	45,000.00	4.625%	8,787.50	53,787.50	450.00	54,237.50
06/30/2053	45,000.00	4.625%	6,706.26	51,706.26	450.00	52,156.26
06/30/2054	50,000.00	4.625%	4,625.00	54,625.00	450.00	55,075.00
06/30/2055	50,000.00	4.625%	2,312.50	52,312.50	450.00	52,762.50
<b>Total</b>	<b>\$865,000.00</b>	<b>-</b>	<b>\$737,843.96</b>	<b>\$1,602,843.96</b>	<b>\$13,500.00</b>	<b>\$1,616,343.96</b>

**\$865,000**

*McKinney Water District, KY  
Potential Loan through the  
Rural Water Financing Agency*

**Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/01/2026	Serial Coupon	5.200%	3.190%	15,000.00	101.858%	-	-	-	15,278.70
02/01/2027	Serial Coupon	5.200%	3.140%	15,000.00	103.859%	-	-	-	15,578.85
02/01/2028	Serial Coupon	5.200%	3.400%	15,000.00	105.005%	-	-	-	15,750.75
02/01/2029	Serial Coupon	5.200%	3.500%	15,000.00	106.214%	-	-	-	15,932.10
02/01/2030	Serial Coupon	5.200%	3.530%	15,000.00	107.517%	-	-	-	16,127.55
02/01/2031	Serial Coupon	5.200%	3.540%	15,000.00	108.830%	-	-	-	16,324.50
02/01/2032	Serial Coupon	5.200%	3.690%	20,000.00	109.177%	-	-	-	21,835.40
02/01/2033	Serial Coupon	5.200%	3.780%	20,000.00	109.667%	-	-	-	21,933.40
02/01/2034	Serial Coupon	5.200%	3.800%	20,000.00	110.532%	-	-	-	22,106.40
02/01/2035	Serial Coupon	5.200%	3.870%	20,000.00	110.892%	-	-	-	22,178.40
02/01/2036	Serial Coupon	4.375%	4.010%	20,000.00	102.967%	c 4.037%	02/01/2035	100.000%	20,593.40
02/01/2037	Serial Coupon	4.250%	4.050%	25,000.00	101.622%	c 4.077%	02/01/2035	100.000%	25,405.50
02/01/2038	Serial Coupon	4.125%	4.110%	25,000.00	100.119%	c 4.113%	02/01/2035	100.000%	25,029.75
02/01/2039	Serial Coupon	4.250%	4.140%	25,000.00	100.887%	c 4.165%	02/01/2035	100.000%	25,221.75
02/01/2040	Serial Coupon	4.125%	4.220%	25,000.00	98.952%	-	-	-	24,738.00
02/01/2041	Serial Coupon	4.250%	4.300%	30,000.00	99.425%	-	-	-	29,827.50
02/01/2042	Serial Coupon	4.250%	4.360%	30,000.00	98.689%	-	-	-	29,606.70
02/01/2043	Serial Coupon	4.250%	4.450%	30,000.00	97.543%	-	-	-	29,262.90
02/01/2044	Serial Coupon	4.375%	4.520%	30,000.00	98.165%	-	-	-	29,449.50
02/01/2045	Serial Coupon	4.500%	4.590%	35,000.00	98.829%	-	-	-	34,590.15
02/01/2046	Serial Coupon	4.500%	4.640%	35,000.00	98.134%	-	-	-	34,346.90
02/01/2047	Serial Coupon	4.500%	4.690%	35,000.00	97.410%	-	-	-	34,093.50
02/01/2048	Serial Coupon	4.625%	4.750%	35,000.00	98.261%	-	-	-	34,391.35
02/01/2049	Serial Coupon	4.625%	4.750%	40,000.00	98.220%	-	-	-	39,288.00
02/01/2050	Serial Coupon	4.625%	4.790%	40,000.00	97.610%	-	-	-	39,044.00
02/01/2051	Serial Coupon	4.625%	4.780%	45,000.00	97.706%	-	-	-	43,967.70
02/01/2052	Serial Coupon	4.625%	4.800%	45,000.00	97.367%	-	-	-	43,815.15
02/01/2053	Serial Coupon	4.625%	4.800%	45,000.00	97.320%	-	-	-	43,794.00
02/01/2054	Serial Coupon	4.625%	4.800%	50,000.00	97.275%	-	-	-	48,637.50
02/01/2055	Serial Coupon	4.625%	4.800%	50,000.00	97.232%	-	-	-	48,616.00
<b>Total</b>	-	-	-	<b>\$865,000.00</b>	-	-	-	-	<b>\$866,765.30</b>

**Bid Information**

Par Amount of Bonds.....	\$865,000.00
Reoffering Premium or (Discount).....	1,765.30
Gross Production.....	\$866,765.30
Total Underwriter's Discount (1.500%).....	\$(12,975.00)
Bid (98.704%).....	853,790.30
<b>Total Purchase Price.....</b>	<b>\$853,790.30</b>
Bond Year Dollars.....	\$16,184.35
Average Life.....	18.710 Years
Average Coupon.....	4.5589973%
Net Interest Cost (NIC).....	4.6282599%
True Interest Cost (TIC).....	4.6709577%

**Raymond James**  
Public Finance

**\$865,000**

*McKinney Water District, KY  
Potential Loan through the  
Rural Water Financing Agency*

**Detail Costs Of Issuance**

Dated 02/20/2025 | Delivered 02/20/2025

**COSTS OF ISSUANCE DETAIL**

RWFA Program Fee.....	\$11,677.50
PSC Filing Fees.....	\$3,500.00
Rating Agency Fee.....	\$10,000.00
POS/Official Statement.....	\$1,500.00
Miscellaneous.....	\$5,000.00
<b>TOTAL.....</b>	<b>\$31,677.50</b>

**Raymond James**  
Public Finance

# **EXHIBIT E**

Lincoln County Fiscal Court Minutes

**REGULAR FISCAL COURT MEETING****JUNE 14, 2022****CALL TO ORDER:**

Judge Adams called the meeting to order. Magistrates present were Faulkner, Stanley, Ruckel and Pruitt.

**INVOCATION:**

Magistrate Pruitt gave the invocation.

**FINANCIAL:**

1. **REVIEW AND APPROVE MINUTES DATED MAY 24, 2022 REGULAR MEETING, MAY 24, 2022 PUBLIC HEARING, MAY 12, 2022 SPECIAL CALLED MEETING:**  
Motion made by Pruitt and seconded by Faulkner to approve minutes dated May 24, 2022 Regular Meeting, May 24, 2022 Public Hearing, May 12, 2022 Special Called Meeting. All magistrates present voted in favor. Motion carried.
2. **REVIEW AND APPROVE APPROPRIATION TRANSFERS:**  
Motion made by Faulkner and seconded by Ruckel to approve Appropriation Transfers. All magistrates present voted in favor. Motion carried.
3. **REVIEW AND APPROVE CASH TRANSFERS:**  
Motion made by Stanley and seconded by Faulkner to approve Cash Transfers. All magistrates present voted in favor. Motion carried.
4. **REVIEW AND APPROVE BILLS:**
  - A. **GENERAL FUND OPEN INVOICE REPORT**
  - B. **ROAD FUND OPEN INVOICE REPORT**
  - C. **JAIL FUND OPEN INVOICE REPORT**
  - D. **PARKS AND RECREATION OPEN INVOICE REPORT**
  - E. **ARPA OPEN INVOICE REPORT**

Motion made by Faulkner and seconded by Stanley to approve Bills. All magistrates present voted in favor. Motion carried.
5. **REVIEW AND APPROVE SECOND READING OF FY 2023 BUDGET:**  
Motion made by Pruitt and seconded by Ruckel to approve second reading of FY 2023 Budget. All magistrates present voted in favor. Motion carried.
6. **REVIEW AND APPROVE CDBG DRAW #8 FOR THE LINCOLN COUNTY SANITATION DISTRICT:**  
Motion made by Faulkner and seconded by Ruckel to approve CDBG draw #8 for the Lincoln County Sanitation District. All magistrates present voted in favor. Motion carried.
7. **REVIEW AND APPROVE EMPLOYEE RECOGNITION AWARD - JEREMY VANHOOK:**  
Motion made by Stanley and seconded by Ruckel to approve Employee Recognition Award - Jeremy Vanhook. All magistrates present voted in favor. Motion carried.
8. **REVIEW AND APPROVE INTERIM HIRE OF KAYCIE BANDURA AS PARK ADMINISTRATOR:**  
Motion made by Pruitt and seconded by Faulkner to approve Interim Hire of Kaycie Bandura as Park Administrator. All magistrates present voted in favor. Motion carried.

9. **REVIEW AND APPROVE RESOLUTION TO APPLY FOR CDBG - CV GRANT FOR SENIOR CITIZENS CENTER. A PUBLIC HEARING FOR THE PROJECT WILL BE HELD AT LINCOLN COUNTY SENIOR CITIZENS CENTER JUNE 15, 2022 AT NOON.**

Motion made by Faulkner and seconded by Pruitt to approve resolution to apply for CDBG - CV Grant for Senior Citizens Center. Public hearing to be held at the Lincoln County Senior Citizens Center June 15, 2022 at noon. All magistrates present voted in favor. Motion carried.

10. **REVIEW AND APPROVE DONATION TO THE CITY OF CRAB ORCHARD IN THE AMOUNT OF \$1000.00 FOR FIRE WORKS:**

Motion made by Pruitt and seconded by Stanley to approve donation to the City of Crab Orchard in the amount of \$1000.00 for fire works. All magistrates present voted in favor. Motion carried.

11. **REVIEW AND APPROVE OPENING BANK ACCOUNT FOR FUND 13 - SOLID WASTE:**

Motion made by Stanley and seconded by Pruitt to approve opening bank account for Fund 13 - Solid Waste. All magistrates present voted in favor. Motion carried.

**NEW BUSINESS:**

1. **MCKINNEY WATER PROJECT APPROVAL OF REQUEST FOR \$600,000.00:**

Motion made by Stanley and seconded by Adams to approve McKinney Water Project request for \$600,000.00. Faulkner and Pruitt voted "NO" and Ruckel, Stanley and Adams voted "YES". Motion carried.

2. **GIVENS LANE - 35 MILES PER HOUR SPEED LIMIT:**

Motion made by Faulkner and seconded by Stanley to approve Givens Lane - 35 miles per hour speed limit. All magistrates present voted in favor. Motion carried.

3. **RESOLUTION - BYRON CRAWFORD BIRTHPLACE SIGN:**

Motion made by Faulkner and seconded by Pruitt to approve resolution - Byron Crawford Birthplace Sign. All magistrates present voted in favor. Motion carried.

4. **OPEN ANNUAL BIDS FOR ROAD REPAIR:**

Motion made by Stanley and seconded by Pruitt to accept all bids as presented. All magistrates present voted in favor. Motion carried.

5. **APPROVE BROADVOICE BILL of \$3210.00:**

Motion made by Faulkner and seconded by Stanley to approve Broadvoice bill of \$3210.00. All magistrates present voted in favor. Motion carried.

6. **APPROVE HIRE OF JIMMY HODGE FOR RECYCLING CENTER:**

Motion made by Faulkner and seconded by Ruckel to approve hire of Jimmy Hodge for Recycling Center. All magistrates present voted in favor. Motion carried.

7. **SURPLUS RESOLUTION:**

Motion made by Pruitt and seconded by Ruckel to accept the resolution for a surplus vehicle donated by City of Stanford to Lincoln County Fiscal Court. All magistrates present voted in favor. Motion carried.

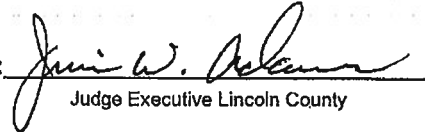
**8. SURPLUS VEHICLE DONATION:**

Motion made by Ruckel and seconded by Faulkner to donate the surplus vehicle received from the City of Stanford in previous motion to Constable Delbert Mitchell. All magistrates present voted in favor. Motion carried.

**ADJOURNMENT:**

Motion made by Pruitt and seconded by Faulkner to adjourn meeting. All magistrates present voted in favor. Motion carried.

ORDERED COURT ADJOURNED:

  
Judge Executive Lincoln County

# **EXHIBIT F**

KIA Commitment Letter and Extension 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

March 5, 2021

Mr. Matt Rankin, Chairman  
McKinney Water District  
PO Box 7  
McKinney, KY 40448

### **KENTUCKY INFRASTRUCTURE AUTHORITY FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND CONDITIONAL COMMITMENT LETTER (F21-013)**

Dear Chairman Rankin:

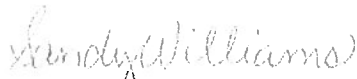
The Kentucky Infrastructure Authority (“the Authority”) commends your efforts to improve public service facilities in your community. On March 4, 2021, the Authority approved your loan for the 2019 Water Improvements Project Phase 1B, subject to the conditions stated in Attachment A to this letter. The total cost of the project shall not exceed \$2,991,916 without prior authorization of the Authority, of which the Authority loan shall provide \$2,491,916 of the funding. Other anticipated funding for the project is reflected in Attachment B. 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 McKinney 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 March 5, 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.

Chairman Rankin  
March 5, 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

Attachments

cc: Karyn Leverenz, Bluegrass Area Development District  
AGE Engineering Services, Luther Galloway

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms along with the completed "Transparency Act Reporting Information Form". Complete the attached "Authorization for Electronic Deposit of Vendor Payment Form" and the "ACH Debit Authorization Form" **and return to the US Bank address at the bottom of each form**. 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.

We have attached an SRF loan checklist to use as a guide.

  
\_\_\_\_\_  
Accepted

2-23-22  
\_\_\_\_\_  
Date

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

1. The Authority project loan shall not exceed \$2,491,916 without prior authorization.
2. This loan does not qualify for Principal forgiveness.
3. The loan shall bear interest at the rate of 1.0 % 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.
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 0.25% 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 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

Chairman Rankin  
March 5, 2021  
Attachment A

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.
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

Chairman Rankin  
March 5, 2021  
Attachment A

required approvals by the Kentucky Public Service Commission shall be obtained.

6. The Borrower must complete and return the attached "Authorization for Electronic Deposit of Vendor Payment" form to U.S. Bank.
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 Funds ("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. 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.
13. 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.
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.

Chairman Rankin  
March 5, 2021  
Attachment A

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. 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.
17. 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.

## 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](mailto:Julie.Bickers@ky.gov), 502-892-3455): Purchase, Pennyrite, Green River, Barren River, Lake Cumberland.
- Debbie Landrum ([Debbie.Landrum@ky.gov](mailto:Debbie.Landrum@ky.gov), 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass.
- Sarah Parsley ([Sarah.Parsley@ky.gov](mailto: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"/>	<b>Conditional Commitment Letter</b> (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official);
USBANK	<input type="checkbox"/>	<b>Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment</b> (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official and forwarded directly to US Bank)
KIA	<input type="checkbox"/>	<b>Transparency Form</b> (this form is attached to the loan commitment letter sent after KIA board approval)
DOW	<input type="checkbox"/>	<b>Fiscal Sustainability Plan Certification and Cost and Effectiveness Certification</b> (required for "A" loans only, prior to plans approval)
DOW	<input type="checkbox"/>	<b>Environmental review</b> (Kentucky Division of Water will review and is required prior to plans approval. KIA will need copy of approval letter)
DOW	<input type="checkbox"/>	<b>Plans and specifications</b> (Kentucky Division of Water will review and KIA will need copy of approval letter)
KIA	<input type="checkbox"/>	<b>Proof of compliance with any special condition identified in the Conditional Commitment Letter</b> (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"/>	<b>Authority to Award (ATA) Package</b> , the Kentucky Division of Water will review and forward approval to KIA.
DOW	<input type="checkbox"/>	<b>Davis-Bacon prevailing wage rates</b> , the Kentucky Division of Water will review and forward approval to KIA.
KIA	<input type="checkbox"/>	<b>Procurement and Wage Certification</b> (KIA sends to borrower after bid opening.)
KIA	<input type="checkbox"/>	<b>Certification of obtainable revenue projections</b> (KIA sends to borrower after bid opening.)
DOW	<input type="checkbox"/>	<b>Certification of clear site</b> (DOW will forward to KIA.)
	<input type="checkbox"/>	<b>Plans and specifications approval</b> from the Kentucky Division of Water (DOW will send approval to KIA.)
KIA	<input type="checkbox"/>	<b>Public Service Commission (PSC) approval</b> , (CPCN and Authorization to Incur Debt) if applicable.

**AUTHORIZATION FOR ELECTRONIC DEPOSIT  
OF BORROWER PAYMENT  
KENTUCKY INFRASTRUCTURE AUTHORITY  
(FUND F21-014)**

**Borrower Information:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** KY **Zip:** \_\_\_\_\_

**Federal I.D. #** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Financial Institution Information:**

**Bank Name:** \_\_\_\_\_

**Branch:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Transit / ABA No.:** \_\_\_\_\_

**Account Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

**Please return completed form to:**

**U.S. Bank  
Attention: Corporate Trust Administration  
One Financial Square  
Mail Code: CN-KY-0850  
Louisville, KY 40202**



KIA Loan # \_\_\_\_\_

**ACH DEBIT AUTHORIZATION FORM  
AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS  
(DEBITS)**

The undersigned hereby authorizes U.S. Bank National Association Corporate Trust Department ("U.S. Bank") to initiate debit entries to the account indicated below at the bank named below:

CHECKING:  SAVINGS:   
BANK NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
BANK TRANSIT/ABA #: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

This authority is to remain in full force and effect until U.S. Bank has received written notification from the undersigned of its termination in such time and in such manner as to afford U.S. Bank a reasonable opportunity to act. The undersigned has the right to stop payment of a debit entry by reasonable prior written notification to U.S. Bank. After the above account has been charged, the undersigned has the right to have the amount of any erroneous debit immediately credited to its account by U.S. Bank up to 30 days following issuance of a statement.

NAME OF ENTITY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TAX IDENTIFICATION NUMBER: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signer

Send to: U.S. Bank  
Attention: Corporate Trust Administration  
One Financial Square  
Mail Code: CN-KY-0850  
Louisville, KY 40202

**TRANSPARENCY ACT REPORTING INFORMATION FORM  
CLEAN WATER STATE REVOLVING FUND  
AND  
DRINKING WATER STATE REVOLVING FUND**

This form is required for projects funded in whole or in part from the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund. This form is to be completed and returned with the signed Conditional Commitment Letter from the Kentucky Infrastructure Authority.

**Borrower Information:**

Name:	
Data Universal Numbering system (DUNS) No.*:	
KIA Loan Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Borrower Utility Service Area:	

\*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
-----------	--

\*If the recipient has not yet obtained a DUNS Number, please do so no later than 30 days after the KIA Board approval date of your loan request and provide notification to KIA of the number once issued. For instructions on DUNS registration, please contact [jeff.abshire@ky.gov](mailto:jeff.abshire@ky.gov).

**Physical Location of Project (Primary Place of Performance)**

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

**Reliance upon Federal Assistance (please answer the below questions Yes or No):**

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

**DUNS Registration Information:** <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes and are free. Internet requests are fulfilled within 24 hours.

# 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 XXXXXXXXXXXX, 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,

**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**

**ATTACHMENT B**

**McKinney Water District  
F21-014**

<b>EXECUTIVE SUMMARY</b>		Reviewer	Sarah Parsley	
<b>KENTUCKY INFRASTRUCTURE AUTHORITY</b>		Date	March 4, 2021	
<b>FUND F, FEDERALLY ASSISTED DRINKING WATER</b>		KIA Loan Number	F21-014	
<b>REVOLVING LOAN FUND</b>		WRIS Number	WX21137017 WX21137052	
<b>BORROWER</b>		MCKINNEY WATER DISTRICT LINCOLN COUNTY		
<b>BRIEF DESCRIPTION</b>				
This project combines two projects, WX21137017 and WX21137052. McKinney Water District is under an Agreed Order by the DOW for disinfection byproduct limits and the City of Stanford is having trouble providing water to the McKinney Water District. This project considers the construction of a new water tank and replacing and enlarging at least a portion of the main asbestos cement water supply line. Replacing the asbestos line will eliminate the biofilm layer built up by fiber inside the lines. The system currently has two 100,000 gal standpipes that are over 50 years old. Only a portion of the water is usable in the tanks due to pressure problems in the system. This project will allow McKinney Water District to connect to the City of Danville system.				
<b>PROJECT FINANCING</b>		<b>PROJECT BUDGET</b>		
Fund F Loan	\$2,491,916	RD Fee %	Actual %	
ARC	500,000	Administrative Expenses		\$30,000
	-	Legal Expenses		25,000
		Land, Easements		20,000
		Planning		5,000
		Eng - Design / Const	7.4%	6.2%
		Eng - Insp	4.2%	3.7%
		Eng - Other		40,000
		Construction		2,420,970
		Contingency		192,097
<b>TOTAL</b>	<b>\$2,991,916</b>	<b>TOTAL</b>		<b>\$2,991,916</b>
<b>REPAYMENT</b>		Rate	1.00%	Est. Annual Payment
	Term	20 Years	1st Payment	6 Mo. after first draw
				\$144,010
<b>PROFESSIONAL SERVICES</b>		Engineer	AGE Engineering Services	
	Bond Counsel		Rubin & Hays	
<b>PROJECT SCHEDULE</b>		Bid Opening	Jun-21	
	Construction Start	Sep-21		
	Construction Stop	Jun-22		
<b>DEBT PER CUSTOMER</b>		Existing	\$458	
	Proposed	\$1,758		
<b>OTHER DEBT</b>		See Attached		
<b>OTHER STATE-FUNDED PROJECTS LAST 5 YRS</b>		See Attached		
<b>RESIDENTIAL RATES</b>		<u>Users</u>	<u>Avg. Bill</u>	
	Current	1,823	\$39.68 (for 4,000 gallons)	
	Additional	0	\$39.68 (for 4,000 gallons)	
<b>REGIONAL COORDINATION</b>		This project is consistent with regional planning recommendations.		
<b>CASHFLOW</b>		Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service
				Coverage Ratio
Audited 2017	138,875	36,076	102,799	3.8
Audited 2018	112,294	34,524	77,770	3.3
Audited 2019	99,834	33,056	66,778	3.0
Projected 2020	82,668	67,570	15,098	1.2
Projected 2021	65,159	68,029	(2,870)	1.0
Projected 2022	93,979	106,110	(12,131)	0.9
Projected 2023	272,340	248,930	23,410	1.1
Projected 2024	277,097	250,526	26,571	1.1

Reviewer: Sarah Parsley  
Date: March 4, 2021  
Loan Number: F21-013

**KENTUCKY INFRASTRUCTURE AUTHORITY  
DRINKING WATER STATE REVOLVING FUND (FUND F)  
MCKINNEY WATER DISTRICT, LINCOLN COUNTY  
PROJECT REVIEW  
WX21137017/WX21137052**

**I. PROJECT DESCRIPTION**

This project combines two projects, WX21137017 and WX21137052. McKinney Water District is under an Agreed Order by the DOW for disinfection byproduct limits and the City of Stanford is having trouble providing water to the McKinney Water District. This project considers the construction of a new water tank and replacing and enlarging at least a portion of the main asbestos cement water supply line. Replacing the asbestos line will eliminate the biofilm layer built up by fiber inside the lines. The system currently has two 100,000 gal standpipes that are over 50 years old. Only a portion of the water is usable in the tanks due to pressure problems in the system. This project will allow McKinney Water District to connect to the City of Danville system.

The McKinney Water District serves 4,274 customers and is regulated by the PSC.

**II. PROJECT BUDGET**

	<u>Total</u>
Administrative Expenses	\$ 30,000
Legal Expenses	25,000
Land, Easements	20,000
Planning	5,000
Engineering Fees - Design	161,649
Engineering Fees - Inspection	97,200
Engineering Fees - Other	40,000
Construction	2,420,970
Contingency	192,097
<b>Total</b>	<b>\$ 2,991,916</b>

### III. PROJECT FUNDING

	<u>Amount</u>	<u>%</u>
Fund F Loan	\$ 2,491,916	83%
ARC	500,000	17%
<b>Total</b>	<b>\$ 2,991,916</b>	<b>100%</b>

### IV. KIA DEBT SERVICE

Construction Loan	\$ 2,491,916
Less: Principal Forgiveness	<u>0</u>
Amortized Loan Amount	\$ 2,491,916
Interest Rate	1.00%
Loan Term (Years)	<u>20</u>
Estimated Annual Debt Service	\$ 137,781
Administrative Fee (0.25%)	<u>6,230</u>
<b>Total Estimated Annual Debt Service</b>	<b>\$ 144,010</b>

### V. PROJECT SCHEDULE

Bid Opening	June 1, 2021
Construction Start	September 1, 2021
Construction Stop	June 1, 2022

### VI. CUSTOMER COMPOSITION AND RATE STRUCTURE

#### A) Customers

<u>Customers</u>	<u>Current</u>	<u>Proposed</u>	<u>Total</u>
Residential	1,799	0	1,799
Commercial	24	0	24
Industrial	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<b>1,823</b>	<b>0</b>	<b>1,823</b>

#### B) Rates

	<u>Current</u>	<u>Prior</u>
Date of Last Rate Increase	08/15/17	09/14/13
Minimum (First 1000 Gallons)	\$14.42	\$13.02
Next 2,000 Gallons (per 1000)	8.89	7.81
Next 7,000 Gallons (per 1000)	7.48	6.48
<b>Cost for 4,000 gallons</b>	<b>\$39.68</b>	<b>\$35.12</b>
Increase %	13.0%	
Affordability Index (Rate/MHI)	1.2%	



## **VII. 2020 CAPITALIZATION GRANT EQUIVALENCIES**

- 1) Green Project Reserve - The Drinking Water capitalization grant does not contain a "green" requirement.
- 2) Additional Subsidization – This project does not qualify for additional subsidization.

## **VIII. FINANCIAL ANALYSIS**

Financial information was obtained from the audited financial statements for the years ended June 30, 2017 through June 30, 2019. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

### **HISTORY**

Revenues increased 8.3% from \$882,791 in 2017 to \$955,712 in 2019 due to a rate increase. Operating expenses increased 15.3% from \$744,395 in 2017 to \$858,290 in 2019.

The 2019 balance sheet reflects a current ratio of 5.1, a debt to equity ratio of 0.7, 29.7 days sales in accounts receivable, and 3.8 months operating expense in unrestricted cash.

### **PROJECTIONS**

Projections are based on the following assumptions:

- 1) Water revenues will increase by approximately 22% by 2023 and then approximately 2% thereafter due to a rate increase.
- 2) Water purchasing expenses will decrease approximately \$47,000 once McKinney Water District connects to Danville in 2022.
- 3) Expenses will increase 2% for inflation.
- 4) Debt service coverage is 1.1 in 2023 when principal and interest repayments begin.

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% (\$124,000 total) of the final amount borrowed (prior to principal forgiveness, if any) to be funded annually (\$6,200 yearly) each December 1 for 20 years and maintained for the life of the loan.

**IX. DEBT OBLIGATIONS**

	<b>Outstanding</b>	<b>Maturity</b>
RD 1992 Bonds	\$ 299,000	2032
RD 1999 Bonds	90,700	2038
RD 1999 Bonds	62,800	2038
RD 2000 Bonds	382,500	2040
Phase 1A Danville Financed	648,856	2052
<b>Total</b>	<b>\$ 1,483,856</b>	

**X. CONTACTS**

<b>Legal Applicant</b>	
Entity Name	McKinney Water District
Authorized Official	Matt Rankin (Chairman)
County	Lincoln
Email	assn72dist65@newwavecomm.net
Phone	(606) 346-2220
Address	PO Box 7 McKinney, KY 40448

<b>Applicant Contact</b>	
Name	Leslie Gooch
Organization	McKinney Water District
Email	assn72dist65@newwavecomm.net
Phone	(606) 346-2220
Address	PO Box 7 McKinney, KY 40448

<b>Project Administrator</b>	
Name	Karyn Leverenz
Organization	Bluegrass Area Development District
Email	kleverenz@bgadd.org
Phone	(859) 269-8021
Address	699 Perimeter Dr Lexington, KY 40517

**Consulting Engineer**

PE Name	Luther Galloway
Firm Name	AGE Engineering Services
Email	lgalloway@ageengineering.com
Phone	(606) 365-8362
Address	165 Foster Lane Stanford, KY 40484

**XI. RECOMMENDATIONS**

KIA staff recommends approval of the loan with the standard conditions and the following special conditions:

- 1) The District will need to apply to the Public Service Commission (PSC), pursuant to KRS 278.300, for debt authorization for the \$2,491,916 loan. This debt authorization application should include a forecast for meeting debt service projected through no less than 2025.
- 2) By March 31, 2021, the District will need a resolution from the McKinney Water District Board, demonstrating their intentions to increase revenues as necessary and authorized by the PSC to meet the loan requirements over the life of the loan. KIA Staff review indicates that revenues would need to be increased by \$202,000, which equates approximately to rates increased by 22% in 2022, to meet expenses and debt service in the first full year of debt service in 2023.
- 3) Prior to the assistance agreement being executed, the District 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.

MCKINNEY 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>
<b>Balance Sheet</b>								
<b>Assets</b>								
Current Assets	421,875	417,769	443,406	458,549	455,679	443,548	483,359	511,730
Other Assets	2,119,408	2,093,751	2,024,525	1,931,646	1,838,767	4,663,006	4,495,329	4,327,652
<b>Total</b>	<b>2,541,283</b>	<b>2,511,520</b>	<b>2,467,931</b>	<b>2,390,195</b>	<b>2,294,446</b>	<b>5,106,554</b>	<b>4,978,688</b>	<b>4,839,382</b>
<b>Liabilities &amp; Equity</b>								
Current Liabilities	62,404	73,085	87,752	90,586	104,473	106,351	111,048	115,667
Long Term Liabilities	957,742	927,439	896,677	859,577	809,590	3,250,641	3,196,079	3,137,998
<b>Total Liabilities</b>	<b>1,020,146</b>	<b>1,000,524</b>	<b>984,429</b>	<b>950,163</b>	<b>914,063</b>	<b>3,356,992</b>	<b>3,307,127</b>	<b>3,253,665</b>
<b>Net Assets</b>	<b>1,521,137</b>	<b>1,510,996</b>	<b>1,483,502</b>	<b>1,440,032</b>	<b>1,380,383</b>	<b>1,749,562</b>	<b>1,671,560</b>	<b>1,585,717</b>
<b>Cash Flow</b>								
Revenues	882,791	908,260	955,712	955,712	955,712	955,712	1,157,556	1,179,942
Operating Expenses	744,395	796,938	858,290	875,456	892,965	864,145	887,628	905,257
Other Income	479	972	2,412	2,412	2,412	2,412	2,412	2,412
<b>Cash Flow Before Debt Service</b>	<b>138,875</b>	<b>112,294</b>	<b>99,834</b>	<b>82,668</b>	<b>65,159</b>	<b>93,979</b>	<b>272,340</b>	<b>277,097</b>
<b>Debt Service</b>								
Existing Debt Service	36,076	34,524	33,056	67,570	68,029	106,110	104,920	106,516
Proposed KIA Loan	0	0	0	0	0	0	144,010	144,010
<b>Total Debt Service</b>	<b>36,076</b>	<b>34,524</b>	<b>33,056</b>	<b>67,570</b>	<b>68,029</b>	<b>106,110</b>	<b>248,930</b>	<b>250,526</b>
<b>Cash Flow After Debt Service</b>	<b>102,799</b>	<b>77,770</b>	<b>66,778</b>	<b>15,098</b>	<b>(2,870)</b>	<b>(12,131)</b>	<b>23,410</b>	<b>26,571</b>
<b>Ratios</b>								
Current Ratio	6.8	5.7	5.1	5.1	4.4	4.2	4.4	4.4
Debt to Equity	0.7	0.7	0.7	0.7	0.7	1.9	2.0	2.1
Days Sales in Accounts Receivable	27.9	24.8	29.7	29.7	29.7	29.7	29.7	29.7
Months Operating Expenses in Unrestricted Cash	3.9	3.7	3.6	3.8	3.7	3.6	3.9	4.1
Debt Coverage Ratio	3.8	3.3	3.0	1.2	1.0	0.9	1.1	1.1





## KENTUCKY INFRASTRUCTURE AUTHORITY

**Andy Beshear**  
Governor

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

**Sandy Williams**  
Executive Director

February 23, 2022

Mr. Matt Rankin  
McKinney Water District  
P.O. Box 7  
McKinney, KY 40448

KENTUCKY INFRASTRUCTURE AUTHORITY  
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND  
CONDITIONAL COMMITMENT LETTER (F21-013)  
EXTENSION

Dear Mr. Rankin:

The Kentucky Infrastructure Authority ("the Authority") has approved an extension of the Drinking Water State Revolving Fund (DWSRF) loan F21-013 for the 2019 Water Improvements Project, Phase 1B Project. The Authority has extended the deadline for the District to meet the conditions set forth in the conditional commitment letter for a period of six (6) months. The original expiration date was March 5, 2022. The new expiration date will be September 5, 2022. If the project does not meet the conditions by the new expiration date, the commitment may be rescinded.

All original terms and conditions from the commitment letter dated March 5, 2021, shall remain in effect.

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

Sincerely,

A handwritten signature in cursive script that reads "Milward Dedman".

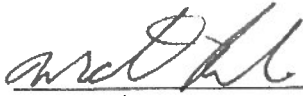
Milward Dedman  
Deputy Executive Director

TEAM  
KENTUCKY™

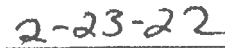
An Equal Opportunity Employer M/F/D

Commitment Letter Extension  
McKinney Water  
February 23, 2022  
Page 2

Please sign and return a copy of this letter indicating your acceptance of this commitment letter extension and its terms.

A handwritten signature in black ink, appearing to be "M. J. Hill", written over a horizontal line.

Accepted

A handwritten date "2-23-22" in black ink, written over a horizontal line.

Date

# **EXHIBIT G**

## **Cleaner Water Grant Documentation**

**This Exhibit is being filed separately due to size**



# **EXHIBIT H**

## **CDBG Grant Documentation**

**This Exhibit is being filed separately due to size**

# **EXHIBIT I**

## ARC Grant Documentation

This Exhibit is being filed separately due to size

# **EXHIBIT J**

Estimated Annual Cost of Operation

**McKinney Water District**  
**Budgets Previous, Current, and Projected**

	FY 2024	FY 2025	FY 2026	FY 2027
<b>OPERATING INCOME</b>				
WATER SALES	1,047,100	1,258,900	1,403,045	1,403,045
PENALTIES & RECONNECTION	8,500	30,000	30,000	30,000
OTHER	8,400	3,000	3,000	3,000
WATER LOSS SURCHARGE		33,300	33,300	33,300
MISCELLANEOUS LESS ALLOWANCES AND DEDUCTION				
<b>TOTAL OPERATING INCOME</b>	<b>1,064,000</b>	<b>1,325,200</b>	<b>1,469,345</b>	<b>1,469,345</b>
<b>OPERATION EXPENSES</b>				
WATER	516,500	591,100	587,500	564,000
WATER SAMPLES	7,400	9,100	9,100	9,100
WAGES	251,800	301,500	316,575	332,404
PAYROLL TAXES	20,100	24,100	25,300	26,570
CONTRACT LABOR	40,200	53,200	54,264	55,349
COMMISSIONERS	9,600	11,800	12,036	12,277
TAXES NOT PAYROLL	4,600	3,000	3,060	3,121
MEETING FEES	9,000	11,500	11,730	11,965
UTILITIES	17,000	18,500	18,870	19,247
OFFICE EXPENSES	27,600	35,400	36,108	36,830
MAINTENANCE OR WATER SYSTEM	72,500	81,600	83,232	84,897
POSTAGE	10,400	11,500	11,730	11,965
LEGAL/PROFESSIONAL	14,000	10,800	11,016	11,236
INSURANCE	12,000	14,300	14,586	14,878
AUTO/TRUCK	22,800	30,200	30,804	31,420
BAD DEBTS	400	7,000	7,140	7,283
CREDIT CARD PROCESSING FEES	11,000	13,900	14,178	14,462
ADVERTISING		400	408	416
MISCELLANEOUS	1,000	1,000	1,000	1,000
INTEREST	26,214	40,856	43,296	93,365
DEPRECIATION	94,000	97,500	97,500	238,750
<b>TOTAL OPERATING EXPENSE</b>	<b>1,168,114</b>	<b>1,350,996</b>	<b>1,389,433</b>	<b>1,580,534</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(104,114)</b>	<b>(25,796)</b>	<b>79,912</b>	<b>(111,189)</b>
TAP FEES	21,800	36,300	36,300	36,300
INTEREST INCOME	5,500	9,400	9,400	9,400
<b>TOTAL NONOPERATING INCOME</b>	<b>27,300</b>	<b>45,700</b>	<b>45,700</b>	<b>45,700</b>
<b>NET INCOME (LOSS)</b>	<b>(76,814)</b>	<b>19,904</b>	<b>125,612</b>	<b>(65,489)</b>

**McKinney Water District**  
**Budgets Previous, Current, and Projected**

	FY 2024	FY 2025	FY 2026	FY 2027
PERIOD BEGINNING EQUITY	1,205,000	1,281,000	1,300,904	3,723,428
PERIOD ENDING EQUITY	1,128,186	1,300,904	1,426,516	3,657,939

**PROJECTED CASH FLOW**

	FY 2024	FY 2025	FY 2026	FY 2027
NET INCOME (LOSS)	(76,814)	19,904	125,612	(65,489)
DEPRECIATION	94,000	97,500	97,500	238,750
PROCEEDS FROM AGENCIES		5,596,916	949,725	
TOTAL	17,186	5,714,320	1,172,837	173,261
LESS CASH EXTENDED FOR CONSTRUCTION IN PROGRESS (Loans & Grants)		5,248,223	1,243,880	-
ADDITIONS TO PROPERTY		54,538		
TOTAL CONSTRUCTION IN PROGRESS		5,302,761	1,243,880	
PRINCIPAL PAYMENT	42,300	42,600	182,195	182,195
TOTAL		5,345,361	1,426,075	182,195
BEGINNING CASH BALANCE	600,500	666,300	1,035,259	782,021
ENDING CASH BALANCE	575,386	1,035,259	782,021	773,087
<b>CASH BALANCE INCLUDES</b>				
CONSTRUCTION ACCOUNT		308,449	41,687	164,619
REVENUE ACCOUNT	107,500	126,855	126,855	126,855
DEBT PAYMENT ACCOUNT	126,400	140,100	140,100	140,100
O&M ACCOUNT	15,786	42,585	42,585	42,585
RESERVE ACCOUNT				
FUNDED DEPRECIATION ACCOUNT	196,400	208,800	333,395	333,395
CUSTOMER DEPOSITS	129,300	134,470	134,470	134,470
WATER LOSS SURCHARGE		30,500	61,000	91,500
TOTAL ENDING BALANCE ABOVE	575,386	991,759	880,092	1,033,524

**Construction in Progress**

	FY 2024	FY 2025	FY 2026	FY 2027
Expenses				
Contract 1		1,045,243		
Contract 2		2,900,000	739,046	
Contract 3		811,165		
Land-Easements		54,538		

**McKinney Water District  
Budgets Previous, Current, and Projected**

Legal Admin	142,268			
Engineering	349,547	195,793		
Contingency		309,041		
Summary of Construction Cost	5,302,761	1,243,880		
	FY 2024	FY 2025	FY 2026	FY 2027
<b>Funding Sources</b>				
KIA		2,491,916		
CDBG		1,750,000		
ARC		500,000		
KY RURAL WATER BONDS		855,000		
LINCOLN COUNTY			887,289	
MWD			62,436	
Total of Funding Sources		5,596,916	949,725	
Summary of Funding Sources		294,155	(294,155)	

# **EXHIBIT K**

## **Financial Statements**

**MCKINNEY WATER DISTRICT  
STATEMENTS OF NET POSITION  
DECEMBER 31, 2023 AND 2022**

	2023	2022
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
Cash (Note 3)	\$ 134,417	\$ 61,411
Certificates of Deposit (Note 3)	56,675	55,507
Accounts Receivable (Net of Allowance)	98,681	80,422
Inventory (Note 2)	79,295	94,025
Prepaid Expenses (Note 2)	12,491	10,483
<b>Total Current Assets</b>	<b>381,559</b>	<b>301,848</b>
<b>Non-current Assets:</b>		
Restricted Cash (Note 3)	248,509	308,879
Restricted Certificates of Deposit (Note 3)	226,698	222,027
<b>Total Restricted Assets</b>	<b>475,207</b>	<b>530,906</b>
<b>Capital Assets (Note 4):</b>		
Land and Right of Ways	23,044	23,044
Distribution System	3,703,688	3,678,308
Other Tangible Assets	117,676	117,676
Office Furniture and Fixtures	63,649	61,436
Building and Improvements	43,178	43,178
Capitalized Design and Interest Costs	566,950	566,950
Construction in Process	24,905	15,498
Less: Accumulated Depreciation	(3,262,830)	(3,173,454)
<b>Capital Assets, Net</b>	<b>1,280,260</b>	<b>1,332,636</b>
<b>Total Assets</b>	<b>\$ 2,137,026</b>	<b>\$ 2,165,390</b>

The accompanying notes are an integral part of the financial statements.



**MCKINNEY WATER DISTRICT  
STATEMENTS OF NET POSITION  
DECEMBER 31, 2023 AND 2022**

	2023	2022
<b><u>LIABILITIES</u></b>		
Current Liabilities:		
Accounts Payable	\$ 52,259	\$ 53,200
Other Current Liabilities	4,829	4,773
Total Current Liabilities	57,088	57,973
Current Liabilities Payable From Restricted Assets:		
Customer Deposits	100,322	93,437
Accrued Interest on Debt	13,107	13,943
Current Portion - Debt (Note 5)	42,300	39,100
Total Current Liabilities Payable From Restricted Assets	155,729	146,480
Non-Current Liabilities:		
Long-Term Debt (Note 5)	642,600	684,900
Total Liabilities	855,417	889,353
<b><u>NET POSITION</u></b>		
Net Investment in Capital Assets	595,360	608,636
Restricted For:		
Customer Deposits	29,252	119,757
Debt Service	76,584	77,986
Construction & Maintenance	213,642	186,283
Unrestricted	366,771	283,375
Total Net Position	1,281,609	1,276,037
Total Liabilities and Net Position	\$ 2,137,026	\$ 2,165,390

The accompanying notes are an integral part of the financial statements.

**MCKINNEY WATER DISTRICT  
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Operating Revenue:		
Water Sales	\$ 1,051,866	\$ 999,481
Connection Fees	23,880	21,000
Other Operating Revenue	<u>41,324</u>	<u>35,588</u>
Total Operating Revenue	1,117,070	1,056,069
Operating Expenses	<u>1,028,105</u>	<u>981,685</u>
Net Operating Income Before Depreciation	88,965	74,384
Depreciation	<u>89,376</u>	<u>88,975</u>
Net Operating Income	(411)	(14,591)
Non-Operating Income (Expenses):		
Interest Income	5,855	206
Interest Expense:		
On Long-Term Debt	(26,180)	(27,852)
Paid on Customer Deposits	<u>(4,172)</u>	<u>(112)</u>
Total Non-Operating Income (Expenses)	<u>(24,497)</u>	<u>(27,758)</u>
Change in Net Position Before Capital Contributions	(24,908)	(42,349)
Capital contributions-water loss surcharge	<u>30,480</u>	<u>-</u>
Change in Net Position	5,572	(42,349)
Net Position - Beginning of Year	<u>1,276,037</u>	<u>1,318,386</u>
Net Position - End of Year	<u>\$ 1,281,609</u>	<u>\$ 1,276,037</u>

The accompanying notes are an integral part of the financial statements.

**MCKINNEY WATER DISTRICT  
STATEMENTS OF CHANGES IN NET POSITION  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>Tap Fees</u>	<u>Contributions In Aid Of Construction</u>	<u>Retained Deficit</u>	<u>Total</u>
Balance at January 1, 2022	\$ 211,363	\$ 2,190,707	\$ (1,083,684)	\$ 1,318,386
2022 Net Income (Loss)	-	-	(42,349)	(42,349)
Balance at December 31, 2022	211,363	2,190,707	(1,126,033)	1,276,037
Capital Contributions-Water Loss surcharge	-	30,480	-	30,480
2023 Net Income (Loss)	-	-	(24,908)	(24,908)
Balance at December 31, 2023	<u>\$ 211,363</u>	<u>\$ 2,221,187</u>	<u>\$ (1,150,941)</u>	<u>\$ 1,281,609</u>

The accompanying notes are an integral part of the financial statements.

**MCKINNEY WATER DISTRICT  
STATEMENTS OF OPERATING EXPENSES  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Source of Supply Expense:		
Water Purchases	\$ 520,156	\$ 505,290
Operation Supplies and Expense	<u>7,001</u>	<u>7,782</u>
Total	527,157	513,072
Transmission and Distribution Expense:		
Maintenance of Mains	<u>59,216</u>	<u>31,281</u>
Total	59,216	31,281
Customer Accounts Expense:		
Credit Card Processing Fees	11,172	10,081
Supplies and Postage	<u>35,364</u>	<u>31,251</u>
Total	46,536	41,332
Administrative and General:		
Salaries	251,726	239,524
Contract Labor	41,140	49,196
Insurance	10,552	11,903
Miscellaneous Expense:		
Utilities	16,565	15,670
Bad Debts	2,234	6,310
Miscellaneous	941	-
Vehicle Gas	22,461	21,623
Payroll Taxes	20,012	18,899
Legal and Professional	6,775	9,343
Commissioners' Board and Director Fees	20,400	20,600
Other Licenses and Taxes	<u>2,390</u>	<u>2,932</u>
Total	<u>395,196</u>	<u>396,000</u>
Total Operating Expenses	<u>\$ 1,028,105</u>	<u>\$ 981,685</u>

The accompanying notes are an integral part of the financial statements.

**MCKINNEY WATER DISTRICT  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>Cash Flows From Operating Activities:</b>		
Receipts From Customers	\$ 1,105,696	\$ 1,050,915
Payments to Suppliers	(744,530)	(735,072)
Payments to Employees	(251,726)	(239,524)
Payments of Payroll and Other Taxes	<u>(20,012)</u>	<u>(18,899)</u>
Net Cash Provided by (Used in) Operating Activities	<u>89,428</u>	<u>57,420</u>
<b>Cash Flows From Non-Capital Financing Activities:</b>		
Interest Paid on Customer Deposits	<u>(4,172)</u>	<u>(112)</u>
Net Cash Provided by (Used in) Non-Capital Financing Activities	<u>(4,172)</u>	<u>(112)</u>
<b>Cash Flows From Capital and Related Financing Activities:</b>		
Purchase of Fixed Assets/Construction in Progress	(37,000)	(31,000)
Proceeds from water loss surcharge	30,480	-
Retirement of Bonds	(39,100)	-
Interest Paid on Bonds	<u>(27,016)</u>	<u>(13,909)</u>
Net Cash Used in Financing Activities	<u>(72,636)</u>	<u>(44,909)</u>
<b>Cash Flows From Investing Activities:</b>		
Purchase of Certificates of Deposit	(5,839)	(186)
Interest Received	<u>5,855</u>	<u>206</u>
Net Cash Provided by (Used in) Investing Activities	<u>16</u>	<u>20</u>
Net Increase (Decrease) in Cash	12,636	12,419
Cash at Beginning of Year	<u>370,290</u>	<u>357,871</u>
Cash at End of Year	<u>\$ 382,926</u>	<u>\$ 370,290</u>

Continued

The accompanying notes are an integral part of the financial statements.

**MCKINNEY WATER DISTRICT**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**  
**Continued**

	<u>2023</u>	<u>2022</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:		
Operating Income (Loss)	\$ (411)	\$ (14,591)
Depreciation	89,376	88,975
Decrease (Increase) in Accounts Receivable, Net	(18,259)	(8,469)
Decrease (Increase) in Inventory	14,730	(12,155)
Decrease (Increase) in Prepaid Expenses	(2,008)	(3,879)
Increase (Decrease) in Accounts Payable	(941)	3,757
Increase (Decrease) in Customer Deposits	6,885	3,315
Increase (Decrease) in Other Current Liabilities	<u>56</u>	<u>467</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ 89,428</u>	<u>\$ 57,420</u>
 Schedule of cash and cash equivalents:		
Beginning of period:		
Unrestricted cash and cash equivalents	\$ 61,411	\$ 117,192
Restricted cash and cash equivalents	<u>308,879</u>	<u>240,679</u>
Total cash and cash equivalents	<u>\$ 370,290</u>	<u>\$ 357,871</u>
 End of period:		
Unrestricted cash and cash equivalents	\$ 134,417	\$ 61,411
Restricted cash and cash equivalents	<u>248,509</u>	<u>308,879</u>
Total cash and cash equivalents	<u>\$ 382,926</u>	<u>\$ 370,290</u>

The accompanying notes are an integral part of the financial statements.

# **EXHIBIT L**

Notification to State Local Debt Officer

# RUBIN & HAYS

— ATTORNEYS AT LAW —

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KENTUCKY HOME TRUST BUILDING  
450 South Third Street,  
Louisville, Kentucky 40202  
(502) 569-7525

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February 6, 2025

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

Re: McKinney Water District  
Notice of Intent to Issue Securities


Dear Commissioner Sawyers:

Pursuant to the regulations of the Kentucky Public Service Commission, specifically 807 KAR 5:001: Section 18(1)(g), please be advised that the McKinney 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 Rural Water Financing Agency and a loan from the Kentucky Infrastructure Authority for the purpose of financing a construction project.

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 M**

## Estimate of Property Acquired

**McKinney Water District**  
**List of Accounts for Water Utility Plant**  
**List of Property to be Acquired**

Accounting Information for all the following:

**303 – Land and Land Rights**

Appraisal Works (Appraisal Fee) Danville, KY		\$4500
Brian Gover	KY HWY 300 Stanford, KY	\$43,500*
Darrell & Sharon Edwards	P O Box 54, McKinney KY	\$1,327
Donna & Edward Carpenter	3341 Perryville Rd, Danville, KY	\$2,335
Steve & Kathy Kelly	5220 KY HWY 78 Stanford, KY	\$1,217
Morgan & Melinda Pence	5645 KY HWY 78 Stanford, KY	\$1,659
	Total	\$54,538

\* This cost is based on the appraised value for the property that is part of an eminent domain case. The final amount may change with court ruling.

**311 – Pump Equipment**

Contract 1		\$ 92,798
Contract 2		\$ 225,000
Contract 3		\$ 0
	Total	\$317,798

**330 – Distribution Reservoirs and Standpipes**

Contract 3	250,000 gallon Ground Storage Tank	\$691,475
	Total	\$691,475

**331 – Transmission and Distribution Mains**

Phase 1A		
Contract 1	8" Water Main	\$ 993,500
Phase 1B		
Contract 2	8" Water Main	\$2,544,741
	6" Water Main	\$ 54,940
	4" Water Main	\$ 397,065
Contract 3	8" Water Main	<u>\$ 80,190</u>
	SubTotal	\$4,070,436

Administration			
	Phase 1B		\$ 80,000
Engineering			
	Phase 1A		\$ 152,369
	Phase 1B		\$ 392,972
Legal			
	Phase 1A		\$ 37,268
	Phase 1B		<u>\$ 25,000</u>
		SubTotal	\$ 767,799
		Total	\$4,838,235

334 – Meters and Meter Installations

Contract 1	Customer Meters		\$ 14,000
Contract 2	Customer Meters		\$ 211,600
Contract 3			<u>\$ 0</u>
		Total	\$270,400

339 – Other Plant and Miscellaneous Equipment

Contract 1	Main Line Pressure Reducer		\$ 24,500
Contract 2	Main Line Pressure Reducer		\$ 165,000
Contract 3			<u>\$ 0</u>
		Total	\$189,500

335 – Hydrants

Contract 1			\$ 0
Contract 2			\$ 18,800
Contract 3			\$ 0
		Total	\$18,800

346 – Communication Equipment

Contract 1	Telemetry Master Meter		\$ 24,500
Contract 2	Telemetry Pump Station		\$ 21,000
Contract 3	Telemetry Water Tanks		\$ 39,500
		Total	\$85,000

# **EXHIBIT N**

Publisher's Affidavit

# Publisher's Certificate of Publication

## STATE OF KENTUCKY

Jeff Kuerzi, being duly sworn, on oath says he is and during all times herein stated has been an employee of The Bluegrass Newsmedia, publisher and printer of the Interior Journal.

(The "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

11/07/24

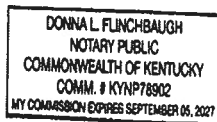
2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney



Jeff Kuerzi, publisher

Subscribed and sworn to before me this  
7th Day of November, 2024



Donna Flinchbaugh, Notary Public  
Kentucky State at Large  
KYNP78902  
My commission expires 09-05-2027

Account #  
Ad # 1907269

MCKINNEY WATER DISTRICT  
PO BOX 7  
MC KINNEY KY 40448

### PUBLIC NOTICE

McKinney Water District  
LINCOLN COUNTY, McKinney, KENTUCKY  
Contracts 1, 2, 3

#### ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Water Line Replacement Project will be received, by McKinney Water District at the office of the Lincoln County Judge Executive, Lincoln County Court House, 102 East Main Street, Stanford, Kentucky 40484, bid time of 2:00 PM local time on Wednesday, November 20, 2024, at which time the Bids received will be publicly opened and read aloud. The Project consists of

#### CONTRACT ONE

Water Line Construction

Phase 1A - (Danville - McKinney Interconnect)

Construct 8,260 feet of 8-inch C-900 PVC water main, 9,523 feet of 8-inch DR 17 PVC water main, 4,540 feet of 8-inch DR 21 PVC water main, metering station, related piping, fittings, equipment, and restore construction site.

#### CONTRACT TWO

Water Line Construction

Phase 1B - (McCormack Church to McKinney)

Construct 17,500 feet of 8-inch DR 17 PVC water main, 17,840 feet of 8-inch DR 21 PVC water main, 1,340 feet of 6-inch DR 21 PVC water main, 3,210 feet of 4-inch DR 17 PVC water main, 1,320 feet of 4-inch DR 21 PVC water main, and related piping, fittings, equipment, and restore construction site.

Water Line Construction

Phase 1B - Add Alternate One (McKinney Ridge)

Construct 920 feet of 4-inch DR 17 PVC water main, 2,614 feet of 4-inch DR 21 PVC water main, pumping booster station, and related piping, fittings, equipment, and restore construction site.

Water Line Construction

Phase 1B - Add Alternate Two (KY HWY 78)

Construct 5,700 feet of 8-inch DR 21 PVC water main, and related piping, fittings, equipment, and restore construction site.

#### CONTRACT THREE

Water Tank Construction

Phase 1B - (McKinney Bluff)

Construct a 250,000 gallon ground storage water tank (optional - glass line, welded steel, or bolted steel), 891 feet of 8-inch DR 21 PVC water main, valve vault, telemetry, related piping, fittings, equipment, and restore construction site.

Bids for each contract shall be submitted in separate sealed envelopes marked with the contract number.

Bids shall be on a unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: AGE Engineering Services, Inc. 204 Fosters Lane, Stanford, KY, Marty Spears, Project Engineer. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 to 5:00, and office of the McKinney Water District on Mondays through Fridays between the hours of [9:00 to 4:00], and may obtain copies of the Bidding Documents from the Lynn Imaging, Lexington KY as described below.

Bidding Documents also may be examined at the

Bidding Documents (please order by contract number) may be viewed and ordered online by registering with the Issuing Office at Lynn Imaging, Lexington KY. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office (please order by contract number).

Bidders shall comply with the following regulations:

1) Kentucky Public Service Commission rulings.

CONTRACT 2 and CONTRACT 3 include the following regulations:

2) This project will be funded by Kentucky Infrastructure Authority State Revolving Loan Program. And other agencies.

3) This agreement is for services related to a project that is subject to the Build America Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA") Pub. L. 117-58. Absent and approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined in the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on application of Buy American Preference in Federal Assistance Programs for infrastructure, April 18, 2022.

4) Federal Wage Rate determinations will apply to this project.

A pre-bid conference will be held at 2:00 PM local time on November 12, 2024 at the LINCOLN COUNTY COURT HOUSE, 102 E. Main Street, Stanford, KY, OLD DISTRICT COURTROOM, SECOND FLOOR. Attendance at the pre-bid conference is highly encouraged but is not mandatory. Bid security shall be furnished in accordance with the Instructions to Bidders.

This project will be awarded to the lowest, responsive, responsible bidder as follows:

Location and Serviceability of the bidder, versatility of the equipment, and services, apparent dependability of the equipment and services, generally accepted reliability of manufacturer and services and reputation of bidder.

Owner: McKinney Water District

By: Matt Rankin

Title: Chairman

**EXHIBIT O**

Certified Bid Tabulations

Description	Unit	Quantity	Engineer's Estimate		Frederick & May Construction		Noris Brothers Excavation	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
MOBILIZATION	EA	1	15000	\$15,000.00	8000	\$8,000.00	98000	\$98,000.00
DEMOBILIZATION	EA	1	10000	\$10,000.00	8000	\$8,000.00	10000	\$10,000.00
PROJECT REQUIRED SIGN	EA	1	250	\$250.00	3000	\$3,000.00	500	\$500.00
8" PVC CLASS 200 DR 17	LF	17500	40	\$700,000.00	47	\$822,500.00	82	\$1,435,000.00
8" PVC CLASS 250 DR 21	LF	17840	40	\$713,600.00	52	\$927,680.00	85	\$1,516,400.00
6" PVC CLASS 200 DR 21	LF	1340	23	\$30,820.00	41	\$54,940.00	60	\$80,400.00
4" PVC CLASS 200 DR 17	LF	3210	12	\$38,520.00	34	\$109,140.00	45	\$144,450.00
4" PVC CLASS 250 DR 21	LF	1611	12	\$19,332.00	36	\$57,996.00	48	\$77,328.00
2" PVC CLASS 250 DR 17	LF	240	10	\$2,400.00	33	\$7,920.00	42	\$10,080.00
AIR RELEASE W/ VAULT	EA	14	2400	\$33,600.00	2800	\$39,200.00	8800	\$123,200.00
N PRESSURE REDUCER W/M	EA	11	6600	\$72,600.00	15000	\$165,000.00	45000	\$495,000.00
8" VALVES	EA	12	1450	\$17,400.00	2850	\$34,200.00	2500	\$30,000.00
6" VALVES	EA	2	1450	\$2,900.00	2200	\$4,400.00	2250	\$4,500.00
4" VALVES	EA	1	1450	\$1,450.00	1900	\$1,900.00	2000	\$2,000.00
2" VALVES	EA	1	1000	\$1,000.00	1500	\$1,500.00	1800	\$1,800.00
6" WET TAP W/ VALVE	EA	6	3000	\$18,000.00	4600	\$27,600.00	9000	\$54,000.00
4" WET TAP W/ VALVE	EA	2	3000	\$6,000.00	3200	\$6,400.00	8000	\$16,000.00
2" WET TAP W/ VALVE	EA	16	2000	\$32,000.00	2300	\$36,800.00	3200	\$51,200.00
TIE, CUT OR CAP LINE	EA	8	500	\$4,000.00	2500	\$20,000.00	6000	\$48,000.00
PLUG- CAP LINE	EA	3	500	\$1,500.00	2500	\$7,500.00	6000	\$18,000.00
PRESSURE REDUCER-METER-RECONNECTS	EA	97	450	\$43,650.00	1600	\$155,200.00	850	\$82,450.00
METER RECONNECTIONS	EA	47	1250	\$58,750.00	1200	\$56,400.00	850	\$39,950.00
TYPE I CREEK CROSSINGS	EA	2	2500	\$5,000.00	8000	\$16,000.00	12000	\$24,000.00
TYPE II BORE CREEK CROSSING	LF	150	500	\$75,000.00	270	\$40,500.00	300	\$45,000.00
DITCH CONC CAPS	EA	2	500	\$1,000.00	10000	\$20,000.00	6000	\$12,000.00
GAS MAIN CROSSING	EA	5	3000	\$15,000.00	12000	\$60,000.00	5000	\$25,000.00
14 BORE 14-INCH ENCASEM	LF	165	350	\$57,750.00	310	\$51,150.00	320	\$52,800.00
1" SERVICE LINE ROAD BORI	LF	414	50	\$20,700.00	60	\$24,840.00	60	\$24,840.00
CHECK METERS W/ VAULTS	LS	3	1000	\$3,000.00	2000	\$6,000.00	55000	\$165,000.00

FLUSH HYDRANT	EA	1	3000	\$3,000.00	3800	\$3,800.00	2600	\$2,600.00
FIRE HYDRANT	EA	1	3000	\$3,000.00	7500	\$7,500.00	5200	\$5,200.00
ASPHALT PAVEMENT	SQ FT	1860	30	\$55,800.00	12	\$22,320.00	10	\$18,600.00
CONCRETE PAVEMENT	SQ FT	415	25	\$10,375.00	16	\$6,640.00	10	\$4,150.00
RAVEL SURFACE DRIVEWAY	Ton	186	35	\$6,510.00	40	\$7,440.00	32	\$5,952.00
HDPE CULVERT REPLACEMENT	EA	80	10	\$800.00	150	\$12,000.00	200	\$16,000.00
FARM FENCE	LF	100	15	\$1,500.00	15	\$1,500.00	6	\$600.00
PLANK FENCE	LF	120	25	\$3,000.00	35	\$4,200.00	6	\$720.00
LINE MARKERS	EA	25	110	\$2,750.00	150	\$3,750.00	150	\$3,750.00
SEED AND STRAW	LS	1	25000	\$25,000.00	39000	\$39,000.00	20000	\$20,000.00
REMOVE AND RESET SIGNS	EA	4	25	\$100.00	300	\$1,200.00	500	\$2,000.00
MISSION-REMOVE VALVE C	LS	10	25	\$250.00	300	\$3,000.00	150	\$1,500.00
TESTING	LS	1	11000	\$11,000.00	10000	\$10,000.00	30000	\$30,000.00

Totals Base Bid

\$2,123,307.00

\$2,896,116.00

\$4,797,970.00

Add Alternate One

Description	Unit	Quantity	Engineer's Estimate		Frederick & May Construction		Noris Brothers Excavation	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Mobilization	LS	1	3000	\$3,000.00	0	\$0.00	0	\$0.00
DeMobilization	LS	1	2000	\$2,000.00	0	\$0.00	0	\$0.00
4" PVC CLASS 200 DR 21	LF	2614	40	\$104,560.00	34	\$88,876.00	45	\$117,630.00
4" PVC CLASS 250 DR 17	LF	920	40	\$36,800.00	36	\$33,120.00	48	\$44,160.00
AIR RELEASE W/ VAULT	EA	5	2400	\$12,000.00	2800	\$14,000.00	6800	\$34,000.00
4" VALVES	EA	2	1450	\$2,900.00	1900	\$3,800.00	2000	\$4,000.00
TIE, CUT OR CAP LINE	EA	1	250	\$250.00	2500	\$2,500.00	6000	\$6,000.00
GRAVEL SURFACE	Ton	15	35	\$525.00	40	\$600.00	32	\$480.00
PAVED SURFACE	SQ FT	90	15	\$1,350.00	12	\$1,080.00	10	\$900.00
METER CONNECTIONS	EA	3	1000	\$3,000.00	1200	\$3,600.00	850	\$2,550.00
SEED AND STRAW	LS	1	4500	\$4,500.00	3600	\$3,600.00	3000	\$3,000.00
TESTING	LS	1	2000	\$2,000.00	2500	\$2,500.00	2000	\$2,000.00
PUMP STATION	LS	1	75000	\$75,000.00	225000	\$225,000.00	125000	\$125,000.00
TELEMETRY	LS	1	4000	\$4,000.00	21000	\$21,000.00	45000	\$45,000.00



ELETRIC CONDUIT	LF	50	20	\$1,000.00	41	\$2,050.00	80	\$4,000.00
CHAIN LNK FENCE	LS	1	320	\$320.00	12000	\$12,000.00	2500	\$2,500.00
MASTER METER W/ VAULT	LS	1	2500	\$2,500.00	15000	\$15,000.00	45000	\$45,000.00

\$255,705.00                      \$428,726.00                      \$436,220.00

Add alternate Two

Description	Unit	Quantity						
Mobilization	LS	1	3000	\$3,000.00	0	\$0.00	0	\$0.00
DeMobilization	LS	1	2000	\$2,000.00	0	\$0.00	0	\$0.00
CLEAR AND GRUB	LS	1	2000	\$2,000.00	4000	\$4,000.00	50000	\$50,000.00
8" PVC CLASS 200 DR 21	LF	5700	40	\$228,000.00	47	\$267,900.00	82	\$467,400.00
AIR RELEASE W/ VAULT	EA	1	2400	\$2,400.00	2800	\$2,800.00	6800	\$6,800.00
8" VALVES	EA	2	1450	\$2,900.00	2850	\$5,700.00	2500	\$5,000.00
CUT AND CAP LINE KILL	EA	2	500	\$1,000.00	2500	\$5,000.00	6000	\$12,000.00
METER CONNECTIONS	EA	4	1250	\$5,000.00	1200	\$4,800.00	850	\$3,400.00
GRAVEL SURFACE	Ton	2	25	\$50.00	40	\$80.00	32	\$64.00
ASPHALT SURFACE	SQ FT	120	25	\$3,000.00	12	\$1,440.00	10	\$1,200.00
1" SERVICE LINE	LF	152	10	\$1,520.00	17	\$2,584.00	60	\$9,120.00
1" SERVICE LINE ROAD BORE	LF	80	50	\$4,000.00	40	\$3,200.00	80	\$6,400.00
TYPE I CREEK CROSSINGS	EA	1	4000	\$4,000.00	8000	\$8,000.00	2000	\$2,000.00
SEED AND STRAW	LS	1	4500	\$4,500.00	5700	\$5,700.00	5500	\$5,500.00
TESTING	LS	1	2000	\$2,000.00	3000	\$3,000.00	5500	\$5,500.00

\$265,370.00                      \$314,204.00                      \$574,384.00

Phase 1B Contract 3 Water Tank

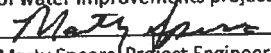
Description	Unit	Quantity	Engineer's Estimate		Glass Lined Tank of KY	
			Unit Price	Amount	Unit Price	Amount
MOBILIZATION	EA	1	6000	\$6,000.00	8500	\$8,500.00
DEMOBILIZATION	EA	1	600	\$600.00	8500	\$8,500.00
8" PVC	LF	891	56	\$49,896.00	90	\$80,190.00
VALVES VAULT	LS	1	12000	\$12,000.00	75000	\$75,000.00
STEEL WATER TANK	LS	1	780000	\$780,000.00	434800	\$434,800.00
ATION DESIGN AND CONSTR	LS	1	195000	\$195,000.00	128000	\$128,000.00

GRAVEL SURFACE	Ton	60	50	\$3,000.00	60	\$3,600.00
CHAIN LINK FENCE	LF	238	25	\$5,950.00	75	\$17,850.00
CHAIN LINK FENCE GATE	LS	2	3500	\$3,500.00	900	\$1,800.00
TELEMETRY	LS	1	54000	\$54,000.00	39500	\$39,500.00
SILT FENCE	LF	275	10	\$2,750.00	7	\$1,925.00
SEED AND STRAW	LS	1	3000	\$3,000.00	6500	\$6,500.00
TESTING	LS	1	8000	\$8,000.00	5000	\$5,000.00
				\$1,123,696.00		\$811,165.00

**PHASE 1B MCKINNEY WATER SYSTEM IMPROVEMENT PROJECT TOTALS**

	Contractor BID	ENGINEERS ESTIMATE	CONTRACTOR BID
BASE BID CONTRACT 2	FREDERIC AND MAY	\$2,123,307.00	\$2,896,116.00
ADD ALT ONE CONTRACT 2	FREDERIC AND MAY	\$255,705.00	\$428,726.00
ADD ALT TWO CONTRACT 2	FREDERIC AND MAY	\$265,370.00	\$314,204.00
Contract 3 WATER TANK	KY GLASS TANK	\$1,123,696.00	\$811,165.00
	TOTAL PROJECT BIDS	\$3,768,078.00	\$4,450,211.00

Bid Certification: The above Bids have been taken by McKinney Water District for the Construction of water improvements projects on November 20, 2024.

  
 Marty Spears, Project Engineer

1-15-25  
 Date



McKinney Water Project for the Connection to Danville:

Description	Unit	Engineer's Estimate			Hubert Excavating		Clay Pipeline		Seven Earthmovers		Frederick & May		Norris Bro Excavating	
		Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	LS	0.375	15000	\$ 5,625.00	1500	\$562.50	50000	\$18,750.00	75666.93	\$ 28,375.10	15000	\$5,625.00	100000	\$47,500.00
Demobilization	LS	0.375	10000	\$ 3,750.00	1500	\$562.50	5000	\$1,875.00	43166.93	\$ 16,187.60	15000	\$5,625.00	25000	\$9,375.00
8-Inch DR 18 C-900 PVC Pipe**	LN FT	8,260	50	\$ 413,000.00	35	\$289,100.00	48.7	\$402,262.00	40.84	\$ 337,338.40	60	\$495,600.00	97	\$759,920.00
8" Gate Valve	EA	1	1450	\$ 1,450.00	4363.9	\$4,363.89	2739	\$2,739.00	3169.44	\$ 3,169.44	2850	\$2,850.00	2500	\$2,500.00
8x8x8 wet tap W/ Valve	FA	1	3000	\$ 3,000.00	6380.6	\$6,380.59	6728	\$6,728.00	8796.23	\$ 8,796.23	5500	\$5,500.00	6800	\$6,800.00
Air Release Valves with Vault	EA	5	2400	\$ 12,000.00	1297.8	\$6,488.95	2100	\$10,500.00	6932.11	\$ 34,660.55	2800	\$14,000.00	4500	\$22,500.00
Culvert Replacement - Driveways	LN FT	20	30	\$ 600.00	75	\$1,500.00	200	\$4,000.00		\$	150	\$3,000.00	220	\$4,400.00
Road Crossing Bore & 14" Encasem	LN FT	40	350	\$ 14,000.00	375	\$15,000.00	262.8	\$10,512.00	610.04	\$ 74,401.60	310	\$17,400.00	400	\$16,000.00
Gravel Driveways - Road	T	310	25	\$ 7,750.00	40	\$12,400.00	57.2	\$17,732.00	73.24	\$ 22,704.40	40	\$12,400.00	32	\$9,920.00
Asphalt Road Repair (with full dept)	LN FT	60	30	\$ 1,800.00	22	\$1,320.00	35	\$2,100.00	238.15	\$ 14,789.00	15	\$900.00	10	\$600.00
Woven Wire Fence	LN FT	100	25	\$ 2,500.00	10	\$1,000.00	9	\$900.00	40.9	\$ 4,090.00	25	\$2,500.00	6	\$600.00
Stream Crossing Type I	EA	2	2500	\$ 5,000.00	7688.6	\$15,377.26	6495	\$17,990.00	8414.96	\$ 16,829.92	12000	\$24,000.00	15000	\$30,000.00
Line/ Valve Markers	EA	5	110	\$ 550.00	50.75	\$253.75	50	\$250.00	118.26	\$ 591.30	150	\$750.00	150	\$750.00
Seed and Straw	LS	1	8500	\$ 8,500.00	19753	\$19,753.07	7500	\$7,500.00	23807.27	\$ 23,807.27	3000	\$3,000.00	25000	\$25,000.00
Testing (pressure/disinfection) -Sta	LS	0.375	8000	\$ 3,000.00	2500	\$937.50	5000	\$1,875.00	44874	\$ 16,809.00	19000	\$1,125.00	35000	\$56,250.00
Contract 1 division 1 total			\$ 482,525.00		\$375,000.01		\$500,733.00		\$ 552,049.81		\$595,275.00		\$982,115.00	
Contingency			\$ 48,252.50		\$ 37,500.00		\$ 50,071.30		\$ 55,204.98		\$ 59,527.50		\$ 98,711.50	
Total Funding			\$ 530,777.50		\$ 412,500.01		\$ 550,784.30		\$ 607,254.79		\$ 654,802.50		\$1,080,826.50	

Description	Unit	Engineer's Estimate			Hubert Excavating		Clay Pipeline		Seven Earthmovers		Frederick & May		Norris Bro Excavating	
		Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	LS	0.625	15000	\$ 9,375.00	1500	\$937.50	50000	\$31,250.00	45400.16	\$28,375.10	15000	\$9,375.00	17+05	\$67,500.00
Demobilization	LS	0.625	10000	\$ 6,250.00	1500	\$937.50	5000	\$3,125.00	13813.42	\$8,633.39	15000	\$9,375.00	25000	\$15,625.00
Telemetry (Meter Station)	LS	1	20000	\$ 20,000.00	13000	\$13,000.00	9000	\$9,000.00	14762.58	\$14,762.58	25000	\$25,000.00	45000	\$45,000.00
Gravel Drive to Meter Station	T	40	30	\$ 1,200.00	25	\$1,000.00	83	\$3,320.00	201.8	\$8,072.00	40	\$1,600.00	32	\$1,280.00
Master Meter Piping and Vault	LS	1	17500	\$ 17,500.00	33000	\$33,000.00	30816	\$30,816.00	70797.01	\$70,797.01	47000	\$47,000.00	40000	\$40,000.00
Retaining Wall Meter Station	SQ FT	144	20	\$ 2,880.00	75	\$10,800.00	64	\$9,216.00	24696.1	\$3,556,238.40	300	\$43,200.00	360	\$51,840.00
8 Inch Class 250 SDR 17 PVC Pipe** LN FT	LN FT	10,850	50	\$ 542,500.00	48	\$570,800.00	47.3	\$513,205.00	36.79	\$399,171.50	52	\$564,200.00	105	\$1,139,250.00
8-Inch Class 200 SDR 21 PVC Pipe** LN FT	LN FT	3,250	40	\$ 130,000.00	47	\$152,750.00	41	\$133,750.00	34.66	\$109,395.00	47	\$152,750.00	105	\$341,250.00
4-Inch Class 200 SDR 21 PVC Pipe** LN FT	LN FT	50	12	\$ 600.00	35	\$1,750.00	32.5	\$1,625.00	39.2	\$1,960.00	40	\$2,000.00	88	\$4,400.00

4x4x4 wet tap W/ Valve	EA	1	3000	\$	3,000.00	3750	\$3,750.00	3402	\$3,402.00	6922.2	\$6,922.20	3500	\$3,500.00	10000	\$10,000.00
2-Inch CTS Tubing	LN FT	100	10	\$	1,000.00	30	\$3,000.00	17.95	\$1,795.00	12.88	\$1,288.00	20	\$2,000.00	55	\$5,500.00
Main Line Pressure Reducer Valve 2 FA		1	450	\$	450.00	24500	\$24,500.00	9705	\$9,705.00	13453.39	\$13,453.39	25000	\$25,000.00	4500	\$4,500.00
(Including box and lid)															
Water Meter Reconnection	FA	14	1250	\$	17,500.00	1000	\$14,000.00	1204	\$16,856.00	6269.19	\$87,768.66	1200	\$16,800.00	1700	\$16,800.00
Check - Test Meter	EA	1	1750	\$	1,750.00	1275	\$1,275.00	3807	\$3,807.00	750.57	\$750.57	3000	\$3,000.00	2000	\$2,000.00
Cut and Cap 4" Main	EA	1	250	\$	250.00	600	\$600.00	1071	\$1,071.00	1925.19	\$1,925.19	2500	\$2,500.00	4800	\$4,800.00
8" Gate Valve	EA	6	1450	\$	8,700.00	2500	\$15,000.00	2639	\$15,834.00	3144.25	\$18,865.50	2850	\$17,100.00	2500	\$15,000.00
2-inch wet tap with valve	EA	2	1500	\$	3,000.00	550	\$1,100.00	1627	\$3,254.00	2575.9	\$5,151.80	2300	\$4,600.00	4200	\$8,400.00
Air Release Valves with Vault	FA	10	2400	\$	24,000.00	1600	\$16,000.00	2100	\$21,000.00	3224.59	\$32,245.90	2800	\$28,000.00	6200	\$62,000.00
Creek Crossing 1 type II Bore With 1C LN FT		100	500	\$	50,000.00	600	\$60,000.00	288.75	\$28,875.00	336.35	\$33,635.00	790	\$79,000.00	300	\$30,000.00
DR 9 & 14" HDPE DR 32.5 Encasement Pipe***															
Ditch Crossing Concrete Cap	EA	2	200	\$	400.00	1675	\$3,350.00	1100	\$2,200.00	2528.04	\$5,056.08	12000	\$24,000.00	60	\$120.00
Gravel - Driveways- Farm Rd	T	24	25	\$	600.00	42	\$1,008.00	83	\$1,992.00	244.38	\$5,865.12	40	\$960.00	37	\$768.00
Asphalt Road Repair (with full dept) SQ FT		4325	20	\$	86,500.00	22	\$95,150.00	35	\$151,375.00	33.79	\$146,141.75	15	\$64,875.00	10	\$43,250.00
Concrete Drive Repair (with full dept) SQ FT		60	25	\$	1,500.00	50	\$3,000.00	95	\$5,700.00	70.17	\$4,210.20	28	\$1,680.00	10	\$600.00
18" HDPE Culvert Pipe	LN FT	40	35	\$	1,400.00	75	\$3,000.00	47	\$1,680.00	62.03	\$2,481.20	180	\$7,200.00	200	\$8,000.00
15" HDPE Culvert Pipe replacement LN FT		20	25	\$	500.00	70	\$1,400.00	39	\$780.00	53.15	\$1,063.00	150	\$3,000.00	200	\$4,000.00
Woven Wire Fence	LN FT	2500	15	\$	37,500.00	10	\$25,000.00	8	\$20,000.00	34.08	\$85,200.00	25	\$62,500.00	6	\$15,000.00
Wood Fence	LN FT	30	30	\$	900.00	20	\$600.00	43	\$1,740.00	165.1	\$4,853.00	35	\$1,050.00	6	\$180.00
Remove and Reset Mail Box	EA	1	120	\$	1,200.00	50	\$50.00	500	\$500.00	404.43	\$404.43	500	\$500.00	500	\$500.00
Remove and Reset Sign	EA	4	120	\$	480.00	50	\$700.00	200	\$800.00	101.11	\$404.44	300	\$1,200.00	500	\$2,000.00
Seed and Straw	LS	1	20000	\$	20,000.00	35880	\$35,879.50	10000	\$10,000.00	31246.52	\$31,246.52	15000	\$15,000.00	25000	\$25,000.00
Line/Valve Markers	EA	12	110	\$	1,320.00	50	\$600.00	25	\$300.00		\$0.00	150	\$1,800.00	150	\$1,800.00
Testing (pressure) -Startup O&M ILS		0.025	8000	\$	5,000.00	2500	\$1,562.50	5000	\$3,175.00		\$0.00	19000	\$11,875.00	2E+05	\$93,750.00
Contract 1 division 2 total				\$	995,675.00		\$1,045,000.00		\$1,040,148.00		\$4,686,436.93		\$1,181,640.00		\$2,055,113.00
Contingency				\$	99,567.50		\$104,500.00		\$104,014.80		\$468,643.69		\$118,164.00		\$205,511.30
				\$	1,095,242.50		\$1,149,500.00		\$1,144,162.80		\$5,155,080.62		\$1,299,804.00		\$2,260,624.30

Bid Certification: The above bids have been taken by McKinney Water District for the construction of water improvements projects on November 20, 2024.

*Marty Spears* 1-15-25  
Marty Spears, Project Engineer Date:

# **EXHIBIT P**

Contractor's Bid Extension Letters

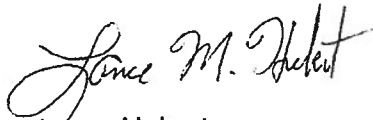
Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
PO Box 7  
McKinney, KY 40448

RE: Contract 1 – Phase 1A Bid

Dear Mr. Rankin,

We have received your request for additional time on the bid acceptance process and are pleased to extend the original bid hold price period of 90 days (ending February 18, 2025) to the new date of March 31, 2025.

Sincerely,

A handwritten signature in cursive script that reads "Lance M. Hubert".

Lance Hubert  
Owner  
Hubert Excavating

Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
PO Box 7  
McKinney, KY 40448

RE: Contract 2 – Phase 1B Bid

Dear Mr. Rankin,

We have received your request for additional time on the bid acceptance process and are pleased to extend the original bid hold price period of 90 days (ending February 18, 2025) to the new date of March 31, 2025.

Sincerely,

Jamie Shields  
Project Manager  
Fredrick & May Construction Company



**Matt Rankin  
McKinney Water District  
2900 KY Hwy 198  
PO Box 7  
McKinney, KY 40448**

**RE: Contract 3 – Phase 1B Bid**

**Dear Mr. Rankin,**

**We have received your request for additional time on the bid acceptance process and are pleased to extend the original bid hold price period of 90 days (ending February 18, 2025) to the new date of March 31, 2025.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "K. Weatherford". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

**Kristin Weatherford  
Project Administrator/Asst. Secretary  
Kentucky Glass Lined Tank Systems, Inc.**

# **EXHIBIT Q**

## **District Resolution**

MCKINNEY WATER DISTRICT  
LINCOLN COUNTY, KENTUCKY  
2900 KY HWY 198  
McKinney, KY 40448

RESOLUTION 2021-3-9

**Whereas**, the McKinney Water District Board has recognized that the District's water system is in need of upgrade in order to continue to provide adequate quantities of safe drinking water to its customers.

**Whereas**, the Board has been dealing with a number of issues related to water quality, including the recently closed Agreed Order due to violations of limits for Disinfection Byproducts.

**Whereas**, the City of Stanford Water Works, the principle supplier of treated water has had and continues to have problems meeting limits on Disinfection Byproducts.

**Whereas**, the City of Stanford Water Works, has plans to spend \$4,000,000.00 on its water treatment plant to meet current demands, which will increase water rates.

**Whereas**, the City of Danville Water Works, has recently completed a major upgrade of its water treatment plant to meet current and future demands and installed granular activated carbon filters (GAC) to treat for Disinfection Byproducts.

**Whereas**, the City of Danville Water Works, has lower water rates than the McKinney Water District is currently paying to the City of Stanford and the City of Eubank.

**Whereas**, the Board has been dealing with a number of issues related to water pressures, including a proposed Agreed Order due to violations of minimum pressures in the water system.

**Whereas**, the Board recognizes the issues with the 60 years old standpipe storage tanks for both Disinfection Byproducts and low pressures in the system, that a new water tank to pressure the system is needed.

**Whereas**, the Division of Water and the Public Service Commission have both written notices of violations (NOV) for water storage insufficiencies, low water pressures, and Disinfection Byproducts.

**NOW THEREFORE BE IT RESOLVED:**

- 1) The McKinney Water District Board approves the execution of the contract(s) with Kentucky Infrastructure Authority for the loan in the amount of \$2,491,916.00.
- 2) The McKinney Water District Board approves and directs the Chairman to execute and sign all documents required for the contracts with Kentucky Infrastructure

Authority for the loan in the amount of \$2,491,916.00. The Board further authorizes the Chairman to hire, complete and submit the required applications and rate studies necessary to complete the PSC requirements for construction authorizations and rate increases.

- 3) The McKinney Water District Board commits to increase revenues as necessary and authorized by the PSC to meet the loan requirements over the life of the loan. KIA Staff review indicates that revenues would need to be increase by \$202,000.00, which equates approximately to rates increased by 22% in 2022, to meet expenses and debt service in the first full year of debt service in 2023. PSC requires rate increases to be approved after bids for construction are received.
- 4) The McKinney Water District Board commits to increase revenues as necessary to maintain a debt service coverage is 1.1 in 2023 and beyond.

APPROVED DATE 3/9/21

Chairman Mat Roush

Date 3/9/21

Attested Nicki Bastin

Date 3-9-2021