



**KENTUCKY INFRASTRUCTURE AUTHORITY**

**Andy Beshear**  
Governor

100 Airport Road  
Frankfort, Kentucky 40601  
(502) 573-0260  
<https://kia.ky.gov>

**Sandy Williams**  
Executive Director

May 31, 2024

Linda Gorton  
Mayor  
Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

**KENTUCKY INFRASTRUCTURE AUTHORITY  
CONDITIONAL SUPPLEMENTAL COMMITMENT LETTER**

KIA Grant Number 22CWS171  
WRIS Project Number SX21067064

Dear Official,

Congratulations on receiving an increase to your existing Kentucky Cleaner Water Program (the "CWP") grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the additional grant funds to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$116,518 for the UltraViolet (UV) Radiation WWTP Disinfection Retrofit project. This brings your total grant award to \$1,281,696. We look forward to working with you to successfully complete your Project! All terms, conditions, and Exhibits previously provided to the Authority by the Grantee for this Grant are incorporated herein by reference. Note that this Conditional Supplemental Commitment Letter, Attachments and Exhibits hereto do not include certain exhibits that were included in your original Conditional Commitment Letter because updated versions of those exhibits are not needed for this supplemental grant. We have left the original Exhibit numbers in place for clarity.

Please be aware that these CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

**TEAM**  
**KENTUCKY™**

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An Assistance Agreement (or Supplemental Assistance Agreement if your Assistance Agreement is already signed) will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement and / or Supplemental Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and 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,  
Executive Director

Attachments

cc: Tiffany Rank, Project Administrator  
Charles H Martin, Lexington Fayette Urban County Government  
Karyn Leverenz, ADD Coordinator  
Don Schierer, KIA Grant Analyst  
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

  
Accepted \_\_\_\_\_

\_\_\_\_\_ Date

**ATTACHMENT A****GRANT TERMS AND CONDITIONS**

## Lexington-Fayette Urban County Government

The Conditional Supplemental Commitment Letter and a subsequent Assistance Agreement or Supplemental Assistance Agreement (the "AA") between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

**Terms**

1. The grant award shall not exceed \$1,281,696 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should include signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the AA.
5. The AA must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the AA as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. CWP grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted for that

year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If CWP funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the CWP funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

### Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the AA or incorporated in the AA. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067064) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the AA and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

**Exhibit 1 must be completed and returned to the Authority with this signed Conditional Supplemental Commitment Letter.**

After providing the Authority with the signed Conditional Supplemental Commitment Letter and Exhibit 1, the Authority will forward to the Grantee the AA. Upon completion by the Grantee of Exhibits 4 and 5, the Authorized Official shall sign the AA and forward the Exhibits, with supporting documentation, and the signed AA to the Authority for execution.

2. After receiving the AA: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the AA, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
  
3. After receiving the AA: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the AA as **Exhibit 5**.

**ATTACHMENT B  
PROJECT BUDGET**

**CWP PROJECT BUDGET**

Project Title: UltraViolet (UV) Radiation WWTP  
Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated  As Bid  Revised

Cost Classification	CWP Grant 22CWS171	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 Expense & 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>	

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
<b>TOTAL CONSTRUCTION COSTS</b>		

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

**Total Funding**                     -

**ATTACHMENT C**

**CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS**

***Note A: Exhibit 1 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Supplemental Commitment Letter.***

Exhibit 1      Notification to The Authority of completed Review / Update of Project Profile

***Note B: Upon receipt of the signed Conditional Supplemental Commitment Letter, the Authority's verification of Exhibit 1, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the AA. AFTER receiving the AA, the Grantee should complete Exhibits 4 and 5. Then the Authorized Official may sign the AA and email it to the Authority with Exhibits 4 and 5.***

Exhibit 4      Grantee Resolution (Accepting Grant, Approving AA, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer

Exhibit 5      Opinion of Legal Counsel Relating to the Grantee Resolution



**EXHIBIT 1**

**CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System

as of \_\_\_\_\_ by the Grantee's Authorized Official and Project Administrator.

(date)

**Project Administrator:** \_\_\_\_\_

**Grant Number:** 22CWS171

**EXHIBIT 4**

**RESOLUTION**

**RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE SUPPLEMENTAL GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT [or the GRANT SUPPLEMENTAL ASSISTANCE AGREEMENT], AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly and in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a supplemental grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into a supplemental assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the additional funds to the Grantee for the Project.

SECTION 2. That Linda Gorton, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on \_\_\_\_\_, 202\_\_.

LEXINGTON-FAYETTE      URBAN  
COUNTY GOVERNMENT

  
\_\_\_\_\_  
Authorized Signatory

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on \_\_\_\_\_, 202\_\_\_\_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on \_\_\_\_\_  
\_\_\_\_\_, 202\_\_\_\_.

  
Secretary/Clerk

**EXHIBIT 5**

**OPINION OF LEGAL COUNSEL  
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority  
100 Airport Road, Third Floor  
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] by and between Kentucky Infrastructure Authority and Grantee, dated as of \_\_\_\_\_, 202\_\_.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

- 1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
- 2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or

hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

# CLEANER WATER GRANT INCREASE REQUEST

Requests are reviewed and approved case-by-case, based on funding availability. KIA will notify the grantees within 30 days of receipt of this request.

1. **LEGAL APPLICANT:** Lexington-Fayette Urban County Government  
2. **CONTACT:** Tiffany Rank **PHONE:** (859) 425-2406 **EMAIL:** tiffanyr@lexingtonky.gov  
3. **PROJECT TITLE:** Plant Engineering Manager  
4. **EXISTING GRANT NUMBER:** 22CWS171 **WRIS NUMBER:** SX/WX SX21067064
- 

5. **CURRENT GRANT AMOUNT:** \$1,165,178  
6. **REQUESTED INCREASE:** \$116,518  
**(up to 10% of grant amount)** \$1,281,696 Total
- 

7. **REASON FOR GRANT INCREASE:**

- No additional work, bids came in higher than budgeted.  
 Other

**EXPLAIN:**

Two factors influenced requested increase 1) additional, unforeseen work needed to relocate non-potable water intake to location downstream of UV process and the installation of improved effluent metering to provided accurate flow distribution across UV light banks and 2) increased equipment and material costs as projected by the engineer of record (Strand).

8. **REVISED BID SCHEDULE**

Bid Advertisement	<u>09/10/24</u>
Bid Opening	<u>10/22/24</u>
Contract Award	<u>12/05/24</u>
Construction Start	<u>01/02/25</u>
Construction End	<u>09/30/25</u>

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To the best of my knowledge and belief, data contained in this increase request are true and correct; the document has been duly authorized by the legal applicant.

Linda Gorton, Mayor, Lexington-Fayette Urban Co. Go  
Typed Name and Title

Linda Gorton  
Signature of Legal Applicant

5/28/2024  
Date

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

Please attach bid to this request

### CWP Project Budget

Grant #: \_\_\_\_\_

WRIS#: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Budget: **Estimated**

enter date

**As Bid**

enter date

**Revised**

enter date

Cost Classification	KIA GRANT	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>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
<b>Total</b>	\$0	

Local Funding Sources	Amount	Date Committed
1		
2		
3		
<b>Total</b>	\$0	

Total Funding \$0

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Transmission and Distribution - Lead Remediation (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)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
<b>Total Costs</b>		\$0



### Project Cost Summary

**Project Title:** Ultra-Violet (UV) Radiation WWTP Disinfection Retrofit

**WRIS#:** SX21067064

**Project Budget: Estimated** 05/15/24

**As Bid**

**Revised**

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		84000							
6 Engineering Fees – Design		402000	28000						
7 Engineering Fees – Construction		250000							
8 Engineering Fees – Inspection									
9 Engineering Fees – Other		20000							
10 Construction		14022000	926000						
11 Equipment									
12 Miscellaneous									
13 Contingencies									
<b>Total</b>	\$0	\$14,778,000	\$954,000	\$0	\$0	\$0	\$0	\$0	\$15,732,000

Funding Sources	Amount	Date Committed
1 21CWS027	\$13,054,905	04/16/24
2 22CWS171	\$1,165,178	04/02/24
3		
4		
5		
<b>Total</b>	\$14,220,083	

Local Funding Sources	Amount	Date Committed
1 Use Fees		
2		
3		
<b>Total</b>	\$0	

**Total Funding \$15,732,000**

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
THIS SECTION NOT APPLICABLE FOR FUND B OR C		
W WTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
<b>Total Costs</b>		\$0

## Celia Moore

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**From:** Charles Martin  
**Sent:** Tuesday, May 28, 2024 7:38 AM  
**To:** Celia Moore  
**Cc:** Tiffany Rank  
**Subject:** FW: UV Budget Sheet  
**Attachments:** 22CWS171 Grant Increase Request 05282024.pdf; Amended UV Budget without 10% increase to 22CWS171.pdf

Celia

Need a Mayor signature for the first attachment. Background

- Our UV project was the first funded project (21CWS027).
- Mayor signed the 10% increased funding request on 3/20/24.
- We were approved to reallocate 22CWS006 to make up the funding shortfall for the UV project. KIA gave it a new grant number 22CWS171.
- This form requests the 10% funding increase to further makeup the shortfall.

Clear as mud?

Charles H. Martin, P.E.  
Director, LFUCG Division of Water Quality  
(859) 425-2455



**From:** Tiffany Rank <tiffanyr@lexingtonky.gov>  
**Sent:** Friday, May 24, 2024 9:23 AM  
**To:** Charles Martin <chmartin@lexingtonky.gov>  
**Subject:** UV Budget Sheet

Hi Charlie,

You did send me a file that was editable. Here is what it looks like now based on the April 12th Budget from Liz. The total project cost is \$15,732,000, instead of \$15,907,000.

I will put everything together for the submittal to KIA on Tuesday.

Have a nice weekend,  
Tiffany Rank

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RESOLUTION NO. 192 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONDITIONAL COMMITMENT LETTER WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACKNOWLEDGE AND ACCEPT THE COMMITMENT AND ITS TERMS AND CONDITIONS FOR AN ADDITIONAL AWARD OF \$1,165,178.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER GRANT (AMERICAN RESCUE PLAN ACT FUNDS), FOR THE INSTALLATION OF ULTRAVIOLET DISINFECTION EQUIPMENT AT TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS.

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WHEREAS, Kentucky Cleaner Water Grant 21CWS027 awarded \$11,868,095 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS006 awarded \$1,165,178.00 for a different, less critical treatment plant project; and

WHEREAS, construction costs for the ultraviolet disinfection systems exceeded estimates, resulting in insufficient funds for the project; and

WHEREAS, the Lexington-Fayette Urban County Government and the Kentucky Infrastructure Authority agreed to reallocate all funds from Grant 22CWS006 to be used for the ultraviolet disinfection system project; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS171 will award an additional \$1,165,178.00 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants.

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

Section 1 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Conditional Commitment Letter with the Kentucky Infrastructure Authority, which is attached hereto and incorporated herein by reference, to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178.00 in federal funds under the Kentucky Cleaner Water Grant (American Rescue Plan Act funds), for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the

expenditure of funds.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 25, 2024

*Linda Barton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0393-24:EPT:4884-9076-5240, v. 1