



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.



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

enter date

As Bid

enter date

Revised

enter date

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									
	Total									

Funding Sources		Amount	Date Committed
1			
2			
3			
4			
5			
	Total		

Local Funding Sources		Amount	Date Committed
1			
2			
	Total		

Total Funding

-

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		
TOTAL CONSTRUCTION COSTS		

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 _____, 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,