

GRANT AWARD AGREEMENT

Fiscal Year 2018 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WGPL NEIGHBORHOOD ASSOCIATION, INC.**, 143 GOODRICH AVENUE, Lexington, KY 40503, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$11,575.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the

Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.

- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agree-

ments or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____

JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

**Grantee Organization: WGPL NEIGHBORHOOD ASSOCIATION, INC.
143 GOODRICH AVENUE
LEXINGTON, KY 40503**

BY: Bryant R. Feigel

NAME: BRYANT R. FEIGEL

TITLE: WGPL PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by BRYANT R. FEIGEL, as the duly authorized representative for and on behalf of WGPL, on this the 25 day of JANUARY, 2018.

My commission expires: NOVEMBER 24, 2018.

Brenda B. Sampson
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT between LFUCG and
WGPL Neighborhood Association, Inc.

GRANT PROGRAM **FY2018 Stormwater Quality Projects Incentive Grant Program**
Class A (Neighborhood) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: **WGPL Neighborhood Association, Inc.**
143 Goodrich Avenue
Lexington, KY 40503
KY Organization #: 0267841

Organization President, **Bryant R. Feigel**
Primary Project Contact 165 Goodrich Ave.
Lexington, KY 40503
859-382-4135 (phone)
budfeigel@yahoo.com (email)

Project Manager: **Bryant R. Feigel**
859-382-4135 (phone)
budfeigel@yahoo.com (email)

Secondary Project Contact: **Brenda Sampson**
859-266-6607 (phone)
uk1aa2@aol.com (email)

Project Site Location: Various Properties in the **WGPL Neighborhood**
(Wabash Drive, Goodrich Drive, Pensacola Drive and Lackawanna Drive)

Property Owners: To Be Determined (TBD)

Project Participants: WGPL Neighborhood Association Members (Residents)
Trees Lexington!

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on private properties in the WGPL Neighborhood (exact parcels are "To Be Determined". No other property or Right-of-Way shall be disturbed without the written permission from the property owners and/or LFUCG.

The goal of this project is to mitigate the effects of stormwater while improving water quality and increasing the tree canopy in the WGPL Neighborhood. The project elements include a Tree Planting and Maintenance Training Event for homeowners, Tree Planting Day event, stormwater education, and signage.

1) *ELEMENTS:*

- A. **Tree Planting and Maintenance Training Event** – Organization to provide a detailed tree planting training to educate residents about proper tree placement, planting and maintenance. This training will also focus on stormwater and water quality elements to educate residents about the focus of the project and its long-term benefits. The anticipated number of participants reached through informational meetings and the training is estimated to be about 60 residents.

- B. Tree Planting Event – Organization will also host an official Tree Planting Event. Approximately twenty-five (25) of the participants/residents who attend the above mentioned Tree Planting and Maintenance Training Event should participate in planting a tree on their property, and an additional 10-12 neighborhood volunteers will plant 5 trees on the the LFUCG Greenway lots near where Goodrich and Pensacola intersect.
- C. Stormwater Education – The target audience for citizen education is the WGPL neighborhood residents. The project seeks to educate WGPL residents on the long-term, widespread and sustainable benefits of tree planting. It will inform residents that the environmental benefits of tree planting will increase over time as the trees mature, allowing for better stormwater control, improved water quality, a decreased heat island effect, improved air quality, enhanced wildlife habitat, and increased health benefits for residents. Additionally, this project provides a unique way to engage with citizens and educate them about ways they can improve the environment around them.
- D. Educational Signage – Residents who plant trees on their property through this grant will receive an educational yard sign denoting the project, its benefits, and funding source.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- The Organization shall provide written authorizations for private property access (including LFUCG Division of Parks or Division of Environmental Services) to the LFUCG Grant Manager prior to work on any area for which they are required. Work associated with this project shall not begin until Grantee and the LFUCG Division who maintains the lots provide agreement regarding any work and future maintenance responsibilities in writing. This shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2. Eligible Expenses

EDUCATIONAL OPPORTUNITIES

The educational components of this grant are incorporated in all of its “Project Plan Elements”.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include “Permanent Capital Infrastructure” as defined in the Grant Award Agreement. Attachment B is not required for this Agreement.

Monitoring: The Organization agrees to allow LFUCG staff access to the project site to monitor the installed features for compliance with this agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG’s annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 permit.

CONSTRUCTION ACCESS

If work is to be performed on private property, the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner.

ADDITIONAL GRANT STIPULATIONS

Design, construction, and plant installation shall meet the following requirements:

- Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10’ of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
- Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
- All projects shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director or Water Quality, because of the potential for conflict with potential future LFUCG Capital Projects.
- Grant applicant shall verify the need and ensure all permits are received (i.e. FEMA, Army Corp, DOW, etc.) prior to any planting activities.
- Organization proposed a larger cost share beyond that required by the grant program. Budget shall reflect the 25.6% cost share offered in the application (Approximately \$3,697.75).
- Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution of the Grant Award Agreement by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Incentive Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 - PROJECT SCHEDULE

Activity	Anticipated Dates
Approval Grant Award Agreement and Notice to Proceed (NTP)	January 2018
Neighborhood board meeting with Trees Lexington! to discuss project	January 2018
Neighborhood Informational Meeting Announcing Project Details, Ongoing Planning Meetings	January 2018 Monthly
Determine residents’ interest in project (tree planting on their property, volunteer opportunities, logistics and coordination)	February 2018
Identification and prioritization of areas for tree planting based on stormwater problems and tree canopy deficiencies	February 2018
Determine tree species suitable for each site, and assign to property owner	February 2018
Conduct homeowner tree planting and maintenance training Order trees, arrange for delivery and placement via Trees Lexington! professional	March 2018
Coordinate volunteers and tools for 1-2 neighborhood tree planting days	March 2018
Tree planting day(s) where residents will plant and mulch trees	April 2018
Provide Project Final Report to LFUCG	30 days after project completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

Table 2 lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s match. Any work performed on this project prior to Grant Award by Urban County Council and Notice to Proceed from the LFUCG Grant Manager is not an eligible expense and shall not be reimbursed or counted toward the cost share.

Hours worked by participants under the age of 12 shall not be counted toward the cost share.

No work on any item outside of the project scope described herein, or any item to be covered by the contingency budget shall be performed without prior written approval from the LFUCG Grant Manager or Grant Administrator. Failure to do so may result in non-reimbursement for any such items.

Any donated professional service hours not currently listed in the Eligible Expenses shall be valued, at a maximum, at the Median Hourly Wage for the expertise provided – from the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense	
1 Project Element: Grant Management										
2	Donated Professional Service Hours	Grant Manager-NA President	Grant Management	\$ 23.51	per hour	40	\$ 940.40	\$ -	\$ 940.40	
3	Professional Service Hours	Trees Lexington Professional Consultant	Consultation, Assessments, Recommendations, Tree Delivery and Placement	\$ 24.36	per hour	125	\$ -	\$ 3,045.00	\$ 3,045.00	
4	Professional Service Hours	Trees Lexington Professional Consultant	Assistance with Project Management	\$ 24.36	per hour	30	\$ 730.80	\$ -	\$ 730.80	
5 Project Element: Neighborhood Informational Meetings, Tree Planting Training										
6	Volunteer Hours	NA Board	Volunteer Hours for organizing, promoting, advertising, meetings and	\$ 7.25	per hour	20	\$ 145.00	\$ -	\$ 145.00	
7	Supplies	NA Board and Residents	Advertising about project, meetings tree planting training - 300 single page flyers	\$ 0.10	per flyer	300	\$ -	\$ 30.00	\$ 30.00	
8	Volunteer Hours	NA Volunteers	Volunteer Hours for participating in informational 2 meetings, 1 training (40 people for 1 hour each session)	\$ 7.25	per hour	120	\$ 870.00	\$ -	\$ 870.00	
9 Project Element: Neighborhood Tree Planting Day										
10	Volunteer Hours	NA Board	Volunteer Hours for planning, organizing, and advertising tree planting event	\$ 7.25	per hour	20	\$ 145.00	\$ -	\$ 145.00	
11	Materials	Tree Nursery	10-15 (species) trees	\$ 250.00	per tree	30	\$ -	\$ 7,500.00	\$ 7,500.00	
12	Materials	Tree Nursery	100 bags (type) mulch	\$ 4.00	per bag	100	\$ -	\$ 400.00	\$ 400.00	
13	Supplies	Signage	Educational yard signs showing stormwater and environmental benefits and funding sources	\$ 15.00	per sign	40	\$ -	\$ 600.00	\$ 600.00	
14	Volunteer Hours	NA Volunteers	Volunteers Hours to plant trees on tree planting day (40 people for 4 hours each)	\$ 7.25	per hour	160	\$ 1,160.00	\$ -	\$ 1,160.00	
15	TOTAL PROJECT BUDGET:							\$ 3,991.20	\$ 11,575.00	\$ 15,566.20
16								ORGANIZATION SHARE	GRANT SHARE	
17								25.6%	74.4%	
18										
19	* Note: Organization share must be 20% of total project costs.									

SUPPLEMENTAL PROJECT ELEMENT INFORMATION

Figure 1: Project Site Map and Exhibits from Application

