

GRANT AWARD AGREEMENT

Fiscal Year 2017 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 22nd day of June, 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, 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 **Blue Grass Stockyards, LLC**, P.O. Box 1023, Lexington, Kentucky 40588 (hereinafter "Grantee" and "Property Owner").

WITNESSETH:

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

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

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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 **\$300,00.00** (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. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes construction of stormwater control infrastructure at the following site location(s): **4561 Iron Works Pike, Lexington, KY 40511.**
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
- ~~(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~• Feasibility report evaluating the use of the potential BMP(s) on the proposed site;~~
 - ~~• Conceptual design concept;~~
 - ~~• Detailed cost estimate for design;~~
 - ~~• Conceptual cost estimate for construction;~~
 - ~~• Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.~~
- ~~(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• 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.~~
- (c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
 - Copies of all federal, state, and local permits 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;
 - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant.*
- (7) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date,

- amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (e.g. calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (8) 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 (20) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (i.e. Construction) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that **the Grant amount 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.

- (12) The Grantee asserts that it 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 Housing 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 notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant*" (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral 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.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) 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.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (19) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (20) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to

address the deficiency or violation. If the Grantee or Property Owner 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.

- (21) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (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's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, 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 Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: [Signature]
JIM GRAY, MAYOR

ATTEST:
[Signature]
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: BLUE GRASS STOCKYARDS, LLC
P.O. BOX 1023
LEXINGTON, KENTUCKY 40588

BY: [Signature]
NAME: Jim Akers
TITLE: CEO

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jim Akers, as the duly authorized representative for and on behalf of Blue Grass Stockyards on this the 18th day of May, 2017.

My commission expires: August 3, 2019.

Cashley Purds 10:539184
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Blue Grass Stockyards, LLC

GRANT PROGRAM: FY2017 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality (DWQ) in the Department of Environmental Quality and Public Works
- Construction Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Organization and Property Owner: Blue Grass Stockyards, LLC
P.O. Box 1023
Lexington, KY 40588
KY Organization #: 0459514

JA

Project Site Location: 4561 Iron Works Pike
Lexington, KY 40511
PVA #22118500

Primary Project Contact And Project Manager: Jim Akers, COO
(859) 255-7701
akersjim@bellsouth.net

Secondary Project Contact: Scott Flannery
859-255-7701
sflannery@bgstockyards.com

Design Consulting Firm: AGE Engineering Services, Inc.
P.O. Box 204
165 Foster Lane
Stanford, KY 40484
Douglas Gooch, PE
dgooch@ageengineering.com
606-365-1097

LFUCG Contacts & Roles:

Thomas Clements, P.E.
Division of Engineering, New-Development: Review and approve
site development plans
Phone: (859) 258-3598, email: tclements@lexingtonky.gov

PROJECT PLAN ELEMENTS

1) *STORMWATER CONTROL FACILITIES:*

The purpose of this stormwater project is to manage stormwater runoff quality and quantity in order to protect Royal Spring Aquifer. Blue Grass Stockyards, LLC has committed to construct the facility building, adjacent parking lots and storm water controls with techniques to prevent infiltration of groundwater to the Royal Spring Aquifer, an environmentally sensitive area in northern Fayette County.

The ultimate goal provided in the application is to construct and operate a commercial facility, which will use sustainable design, be protective of surface and groundwater resources, be environmentally friendly, and be economical to operate. To that end, the facility will construct and maintain multiple stormwater prevention structures and strategies that *exceed* current stormwater requirements.

- a. **Construction of a “Clean Water” Retention Basin:** for stormwater runoff from the facility roof (approximately 5 acres) and adjacent undeveloped pastureland (approximately 16 acres). This retention basin will reduce the quantity of stormwater that would otherwise need to be discharged through the two detention basins. Water from this retention basin will provide a supplemental source of gray water for the inside of the barn facility and will be used as an additional source of water for landscaping activities.
- b. **Construction of a Wet Well Pump House:** at the north edge of the “Clean Water” Retention Basin to pump reuse water from the “Clean Water” Basin back to the facility through a main.
- c. **Construction of (2) two Detention Basins/Ponds, each with a pre-filter concrete sediment settling basin, sand bed filter, and an oil/water separator at the discharge points from the two detention ponds that exceed the construction requirements for sediment ponds within LFUCG’s jurisdiction.** The pre-filter concrete sediment settling basins and debris inlet filters will be installed to control discharges from the outlet structures by preventing sediment and organic material from passing through the ponds and entering the receiving stream. Outlet structures for the ponds are also designed to provide separation and containment of any residual petroleum products that may come into contact with stormwater runoff. The level of stormwater management and control will be appropriately applied based on the sources of runoff to prevent polluted runoff from entering the receiving stream.

2) DESIGN DOCUMENTS:

Design Plans shall be provided to the LFUCG Grant Manager for review prior to starting construction phase of the project.

- a. Note the Design Document generation is not part of this agreement; however, the items listed in this section are required to be part of the design.
- b. The stormwater control facilities shall be designed in such a way as to meet the LFUCG definition for an Engineered Wetland/Riparian Buffer Planting Area per the Engineering Stormwater Manual.
- c. All existing utilities shall be located and shown on the design plans.
- d. All existing easements, adjacent property lines, and Rights-of-Way shall be shown on the design plans. If any work is proposed to occur within any easement (i.e. utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements for the authorized agencies prior to the start of construction.
- e. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Environmental Services (street trees), Tim Queary – tqueary@lexingtonky.gov
 Engineering (right-of-way), Dan Kiser – dkiser2@lexingtonky.gov
 Engineering (New Development), Charles Saylor - chucks@lexingtonky.gov
 Sanitary Sewers, Rod Chervus – rchervus@lexingtonky.gov
 Stormwater, Greg Lubeck – glubeck@lexingtonky.gov

- f. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- g. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

3) STORMWATER CONTROL FACILITIES:

The following Design Plans for NEW LEXINGTON STOCKYARDS, by *nomi: Architecture. Design. Fabrication*, 1584 Delaware Ave., Lexington, KY 40505 and certification (dated 7/6/16) by Douglas G. Gooch, PE, AGE Engineering Services, included with the Grant Application, are hereby incorporated to this document by reference;

<u>SHEET</u>	<u>TITLE</u>
CD 3.0	GRADING AND DRAINAGE
CD 3.2	STORM FILTRATION BASINS PLAN AND DETAILS
CD 3.4	STORMWATER STANDARD DETAILS
CD 4.0	UTILITY PLAN
CD 4.3	WATER AND SANITARY SEWER DETAILS

No grant-funded construction activities shall occur until the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- a. Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- b. All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- c. The Stormwater Pollution Prevention Plan, including the Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- d. Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- e. The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited 5 days in advance of this meeting.
- f. The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- g. The Organization shall document construction by taking before, during, and after photographs. Photographs shall be provided in digital format to the LFUCG Grant Manager.
- h. Once construction is complete, a final walk-thru inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given 5 days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given 3 days notice.
- i. The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* included in Attachment B of the Grant Award Agreement within 21 calendar days of the

final (post punch-list) inspection. This Agreement shall be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) Prior to Construction, the Organization shall provide the LFUCG Grant Manager 3 hard copies and one digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
 - Set of all final design calculations.
 - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (Including one "half-size" set.)
 - Set of final specifications and bidding documents (if applicable).
 - Final detailed engineer's construction cost estimate including quantities and/or bid(s).
 - All local, state or federal required permits, approvals, public or private encroachment agreements etc. received to date for the project.
 - 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 LFUCG's Stormwater Manual. The O&M Plan must include prohibitions against storage of certain materials on the permeable pavement.
 - Existing Condition photographs.
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 3) If the project is competitively bid, the selected contractor's unit price contract/bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within 2 business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all over-runs that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
- 7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:
 - Summary of final construction costs and quantities.
 - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents.
 - 3 copies of a 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.
 - Copies of final inspection minutes, punchlists, etc.
 - Photo documentation of site conditions and improvements before, during, and after construction.
 - *Signed Agreement to Maintain Stormwater Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* (Note: There will be collaboration between the organization and LFUCG to complete this form after construction is complete and final costs are determined).
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

EDUCATIONAL OPPORTUNITIES

The project will allow for numerous educational opportunities to which the public will have unprecedented access. These educational opportunities are important to the project and are described below:

1. Educational opportunities are integrally woven into the design and eventual operation of the new Blue Grass Stockyards. Included in the plans for the state-of-the-art complex are a "smart" classroom and an additional 250 seat auditorium. There will be educational signage prominently displayed indoors and outdoors. A portion of the signage will highlight the many stormwater projects on-site. The stormwater signage will walk visitors to the Stockyards through an interactive and informative narrative using state of the art storyboards.
2. The Stockyards will also offer more structured methods of environmental and agricultural education using educational modules that will be developed for both school and business use. The modules will be age-appropriate in order to fully educate all types of visitors about the environmental benefits provided by agricultural operations and the tools used by the Stockyards to control stormwater runoff.
3. The stormwater education program and associated curriculum is being developed exclusively for the Blue Grass Stockyards in association with the University of Kentucky, the Cattlemen's Association, and Alltech.

PERMANENT FACILITIES/INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant funded improvements as long as the improvements are in service.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance 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.

ADDITIONAL GRANT STIPULATIONS

Construction shall meet the following requirements:

1. Any work to be coordinated with personnel in the LFUCG Contacts section is the responsibility of the grantee and shall be done prior to any work being done. The LFUCG contacts listed in this document are listed for informational purposes only and listing does not constitute approval or agreement at this time.
2. All existing utilities shall be located, contacted, and coordinated with prior to any work being performed if within the project vicinity.
3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 44% cost share offered in the application (Approximately \$236,082.00).
4. The Operations and Maintenance Plan shall be provided at the conclusion of the project.
5. The project elements shall not be utilized to meet regulatory requirements including LFUCG new/re-development requirements. A final Agreement will not be executed until Stormwater

Management Regulatory requirements are determined by the LFUCG – Division of Engineering.

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 Date
Approval of Grant Award Agreement and Notice to Proceed	March 2017
Pre-Construction Meeting	Within 2 week of Notice to Proceed
Construction	April – July 2017
Final Walk-thru	August 2017
Project Final Report	September 2017
Final Payment (10% Retainer)	After acceptance of Final Report

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

The Organization has offered to provide a cost share amount above the minimum program requirements of 20% of Project costs. The minimum cost share required for this project shall be \$236,082.00 based on the Water Quality Fees Board Determination. The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$300,000.00 not to exceed
Estimated Cost Share	<u>\$236,082.00</u>
Est. Total Project Cost	\$536,082.00

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 cost share.

Any work performed on this project prior to grant award by Urban County Council and Notice-to-Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception:

- NONE

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to LFUCG Grant Manager for review prior to construction and again once bids are received. The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state or federal regulation in relation to any new development or re-development unrelated to the stormwater quality improvement project as described herein that were to occur on-site at the same time as this project. Donated professional service hours, valued at the Median Hourly Wage for the expense provided – from the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm)

TABLE 2 - ELIGIBLE EXPENSES

TABLE 2. ELIGIBLE EXPENSES							
Activities	Unit Price	Quantity	Funded by Organization		Total Expense	Total by Activity	
2	Lake Excavation	\$ 10.00	CY	20,000		\$ 200,000.00	
3	12 inch Stormwater Pipe	\$ 20.00	LF	124	\$ 2,480.00	\$ 2,480.00	
4	15 inch Stormwater Pipe	\$ 24.00	LF	724	\$ 17,376.00	\$ 17,376.00	
5	18 inch Stormwater Pipe	\$ 30.00	LF	241	\$ 7,230.00	\$ 7,230.00	
6	24 inch Stormwater Pipe	\$ 36.00	LF	540	\$ 19,440.00	\$ 19,440.00	
7	36 inch Stormwater Pipe	\$ 48.00	LF	772	\$ 37,056.00	\$ 37,056.00	
8	Storm Manholes	\$ 2,500.00	EA	11	\$ 27,500.00	\$ 27,500.00	
8	Clay Liner	\$ 9.00	CY	6,500		\$ 58,500.00	
9	Contingency	\$ 1.00	Lump Sum	30,000	\$ 7,500.00	\$ 30,000.00	\$ 399,582.00
Subtotal							
11	Electrical Service	\$ 1.00	LS	15,000	\$ 15,000.00	\$ 15,000.00	
12	Pump Station (pump/wet well)	\$ 1.00	LS	12,000	\$ 12,000.00	\$ 12,000.00	
13	Pump Building	\$ 1.00	LS	9,000	\$ 9,000.00	\$ 9,000.00	
14	8-inch PVC Intake	\$ 125.00	LF	40		\$ 5,000.00	
15	2-inch PVC Distribution Pipe	\$ 1,200.00	LF	10		\$ 12,000.00	
16	Connection to Domestic (Backflow Preventer)	\$ 1.00	LS	7,000	\$ 7,000.00	\$ 7,000.00	
17	Contingency	\$ 1.00	Lump Sum	7,000	\$ 5,000.00	\$ 7,000.00	\$ 67,000.00
Subtotal							
19	North - Sediment Settling Basin	\$ 32,500.00	LS	1	\$ 32,500.00	\$ 32,500.00	
20	South - Sediment Settling Basin	\$ 100.00	LF	370	\$ 37,000.00	\$ 37,000.00	\$ 69,500.00
21							
22							
23							

*Only project elements exceeding the LFUCG Stormwater Regulatory requirements may be eligible for grant funding or cost share.

FIGURE 1 – DESIGN BUDGET INFORMATION FROM APPLICATION

B5. Attach a draft project budget with line items for (a) Equipment and Supplies. (b) Consulting Fees. (c) Construction Costs. (d) Personnel. and (e) Other Project Specific Costs as appropriate. Include as much detail as possible in the budget proposal. breaking out costs for various project phases and types of expenses.

The construction costs and tasks outlined as included in this grant proposal have an estimated cost in excess of \$536,082. This amount does not include construction of the North and South Detention Ponds but does include construction of the Pre-Filter Concrete Sediment Settling Basins and construction of the Clean Water Retention Basin and Water Reuse Distribution System. Blue Grass Stockyards is requesting a grant award in the

Class B Infrastructure Grant Application

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amount of \$300,000 to be dedicated to the construction of the elements described in this proposal.

In addition to the above-listed costs, the costs of completing stormwater systems for the entire Stockyards facility is estimated at this time to be over \$500,000, not including the design and construction of the controls proposed in this grant application.

A more detailed budget for this project and associated stormwater projects is included in Appendix C. The costs represented are estimates, based on information available at this time. Hard costs will be developed as the project proceeds and reported to LFUCG as required.

Project Budget

Project Phase	Category	Budget
Construction Phase <small>(non-actual estimate)</small>	Consulting Fees	\$ 0
	Personnel	\$ 0
		\$ 0
TOTAL		

FIGURE 2 - ACTUAL DESIGN BUDGET FROM APPLICATION (3 PAGES FROM APPLICATION)

P.O. BOX 204
 165 FOSTER LANE
 STANFORD, KY 40484



PHONE 606.365.8362
 FAX 606.365.1097

June 20, 2016

Bluegrass Stockyards
 Cost Estimate
 Water Capture and Reuse
 Clean Water Basin

Following is a cost estimate for the cost of the water recovery and reuse plan for the Bluegrass Stockyards. Please find attached additional information and the plan for the System.

Item	Unit	Quantity	Amount
Lake Excavation	CU Yd	20,000	\$200,000
Electrical Service	LS	1	15,000
Pump Station (pump/wet well)	LS	1	12,000
Pump Building	LS	1	9,000
8-inch PVC Intake	LN FT	125	5,000
2-inch PVC Distribution Pipe	LN FT	1200	12,000
Connection to Domestic (Backflow Preventer)	LS	1	7,000
Storm Water Pipe 12-inch	LN FT	124	2,480
Storm Water Pipe 15-inch	LN FT	724	17,376
Storm Water Pipe 18-inch	LN FT	241	7,230
Storm Water Pipe 24-inch	LN FT	540	19,440
Storm Water Pipe 36-inch	LN FT	772	37,056
Storm Manholes	EACH	11	27,500
Clay Liner	CY	6500	58,500
Miscellaneous	LS	1	<u>37,000</u>
		TOTAL	\$466,582

**Bluegrass Stockyards
Cost Estimate
Storm Water Detention
North Water Basin**

Following is a cost estimate for the cost of North water Basin plan for the Bluegrass Stockyards. Please find attached additional information and the plan for the System.

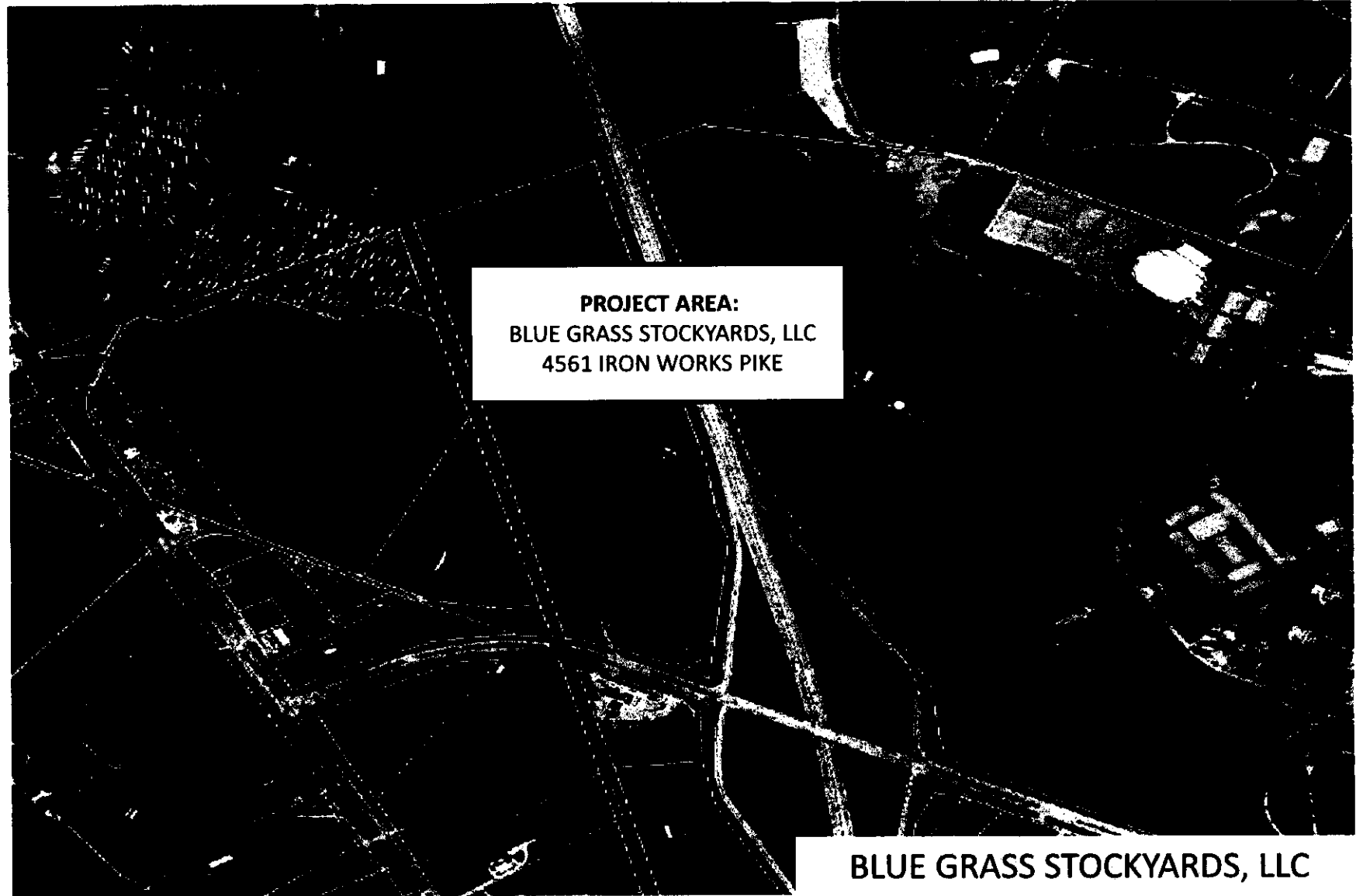
<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
Lake Excavation	CU Yd	3,800	\$38,000
Storm outlet Structure	EACH	1	9,500
Sand Filter	LN FT	390	22,620
Storm Water Pipe 18-inch	LN FT	350	10,500
Bollard	EACH	33	8,250
Sediment Settling Basin	LS	1	32,500
Geomemembrane Liner	SF	50,000	50,000
Clay Liner	CY	5,555	49,995
Miscellaneous	LS	1	<u>4,500</u>
TOTAL			\$225,865

**Bluegrass Stockyards
Cost Estimate
Storm Water Detention
South Water Basin**

Following is a cost estimate for the cost of South water Basin plan for the Bluegrass Stockyards. Please find attached additional information and the plan for the System.

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
Lake Excavation	CU Yd	4,800	\$48,000
Storm outlet Structure	EACH	1	9,500
Sediment Settling Basin	LN FT	370	37,000
Sand Filter	LN FT	400	23,200
Storm Water Pipe 18-Inch	LN FT	400	12,000
Bollard	EACH	13	3,250
Geomemembrane Liner	SF	32,000	32,000
Clay Liner	CY	3,560	32,040
Miscellaneous	LS	1	<u>9,500</u>
TOTAL			\$206,490

Stormwater Quality Projects Incentive Grant Program



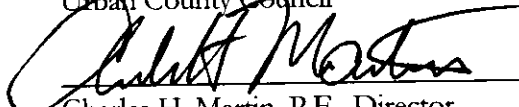
PROJECT AREA:
BLUE GRASS STOCKYARDS, LLC
4561 IRON WORKS PIKE

BLUE GRASS STOCKYARDS, LLC



TO: Mayor Jim Gray
Urban County Council

FROM :


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

DATE: May 22, 2017

SUBJECT: Requesting authorization to execute an agreement awarding a FY17 Class B (Infrastructure) Stormwater Quality Projects Incentive Grant to Blue Grass Stockyards, LLC.

Request

The purpose of this memorandum is to request authorization to execute an agreement awarding a Class B (Infrastructure) Stormwater Quality Projects Incentive Grant to Blue Grass Stockyards, LLC. This Grant is for stormwater control facilities and educating the public, at a total cost of \$300,000.00.

Purpose of Request

The purpose of this project is to manage stormwater runoff quality and quantity in an effort to protect the Royal Spring Aquifer. Project elements include design and construction of a "Clean Water Basin," a wet well pump house to pump reuse water from the "Clean Water Basin" back to the facility, and two (2) detention basins/ponds, each with a pre-filter concrete sediment settling basin, sand bed filter, and an oil/water separator. Grant funds will also be used to provide education about BMPs and stormwater quality.

Project Cost in FY17 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$300,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_17 – WQ_GRANT

Martin/Hoskins-Squier

