

**GRANT AWARD AGREEMENT**

*Fiscal Year 2014 Class B Infrastructure Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 26<sup>th</sup> day of May, 2016, 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 **THE LIVING ARTS AND SCIENCE CENTER, INC.**, 362 N. Martin Luther King Boulevard, Lexington, Kentucky 40508 (hereinafter "Grantee" and "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer 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 **\$13,893.00** (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 use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **362 N. Martin Luther King Boulevard, Lexington, Kentucky 40508**, currently owned by the Property Owner.
- (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*.
- (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. Design and/or Construction) outlined herein within 24 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*" (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: *Jim Gray*  
JIM GRAY, MAYOR

ATTEST:  
*Shirley C. DePinto*  
CLERK, URBAN COUNTY COUNCIL

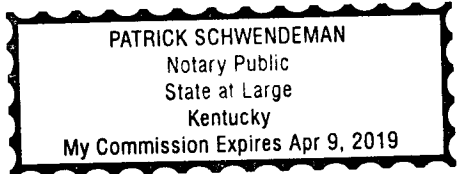
GRANTEE ORGANIZATION AND PROPERTY OWNER: THE LIVING ARTS & SCIENCE CENTER, INC.  
362 N. MARTIN LUTHER KING BLVD.  
LEXINGTON, KENTUCKY 40508

BY: *Living Arts & Science Center*  
NAME: *Heather Lyons*  
TITLE: *Executive Director*

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Heather R Lyons*, as the duly authorized representative for and on behalf of *The Living Arts and Science Center* on this the *11<sup>th</sup>* day of *April*, 20*16*

My commission expires: *04.09.2019*

*[Signature]*  
NOTARY PUBLIC



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT between**  
**Lexington-Fayette Urban County Government (LFUCG) and**  
**The Living Arts and Science Center, Inc.**

**GRANT PROGRAM: FY2014 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 in the Department of Environmental Quality & Public Works
- Construction Only Grant

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization and Property Owner:** **The Living Arts & Science Center, Inc.**  
362 N. Martin Luther King Blvd.  
Lexington, KY 40508  
KY Organization #: 0031623

*HL*  
*4-11-16*

**Project Site Location:** **The Living Arts & Science Center, Inc.**  
362 N. Martin Luther King Blvd.  
Lexington, KY 40508  
PVA #12105640

**Project Primary Contact and Project Manager:** **Heather Lyons**  
859-252-5222 (phone)  
HLyons@LASCLEX.org (email)

**Secondary Project Contact:** **Andrea Ooten**  
859-252-5222 (phone)  
AOoten@LASCLEX. (email)

**Design Engineering Firms:** **de Leon & Primmer Architecture Workshop**  
117 South Shelby Street  
Louisville, KY 40202  
502-582-6295 (phone)  
**Lindsey Stoughton – Primary Firm Contact**  
stoughton@deleon-primmer.com (email)

**CARMAN**  
310 Old Vine Street  
Lexington, KY 40507  
**Chris Howard – Firm Contact**  
859-254-9803 (phone)  
chris@carmansite.com (email)

**PROJECT PLAN ELEMENTS**

This grant provides supplemental funding of green infrastructures elements related to a redevelopment and expansion of the LASC facilities. LASC received a Class B Incentive Grant in FY2012 for \$60,440.00 to replace a portion of an existing parking lot with permeable pavers (approximately 5,400 sf). This grant provides additional funding toward the paver amount from FY 2012. This grant is a Construction Only Incentive Grant. The Grantee Organization has chosen to perform Feasibility and Design portions of the project using their own funds unrelated to the grant. Realizing there are other significant improvements to the site proposed as part of an overall site restoration and expansion, the items listed below pertain to the grant-funded portions of the project.

**1) STORMWATER CONTROL FACILITIES DESIGN:**

All improvements shall be located on the property at 362-364 N. Martin Luther King Blvd., Lexington, Kentucky 40508 owned by the Organization. No other property or Right-of-Way shall be disturbed without the written permission from the property owners.

This project element includes design of the grant funded stormwater control facilities at the specified site location. The proposed facilities are listed below. Alterations to these elements can be made in consultation with the LFUCG Grant Manager.

- a. Removal of existing asphalt parking lot and retrofit with approximately 1,240 sf of permeable interlocking concrete pavers.

Design of the grant funded improvements shall also account for the following stipulations:

- Refer to the LFUCG *Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment* for additional guidance.
- The permeable pavement system shall be designed in such a way as to meet the LFUCG definition for an Engineered Pervious Surface (i.e. the design shall follow standard engineering principles and practices for permeable pavements).
- 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 occurring on-site in conjunction with this project.
- The permeable pavement system shall not be installed within 10 feet horizontally of any sanitary sewer line.
- Only open-graded (e.g. single-sized), certified washed stone is allowed for the subgrade. The Aggregate specification in the design documents shall meet or exceed the following: "All Base and Bedding aggregates shall be washed with less than 2% passing the No. 200 sieve and certified as clean. Certifications shall be provided to the Engineer or Owner prior to unloading on site"
- Water shall not be allowed to discharge onto a public sidewalk either directly via a pipe or from seepage coming from the stone base.
- All existing utilities shall be located and existing utilities 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.
- 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 Policy (street trees), Tim Queary – <a href="mailto:tqueary@lexingtonky.gov">tqueary@lexingtonky.gov</a> Engineering, Hillard Newman – <a href="mailto:hnewman@lexingtonky.gov">hnewman@lexingtonky.gov</a> (New Development); Dan Kiser – <a href="mailto:dkiser2@lexingtonky.gov">dkiser2@lexingtonky.gov</a> (right-of-way) Sanitary Sewers, Rod Chervus – <a href="mailto:rchervus@lexingtonky.gov">rchervus@lexingtonky.gov</a> Stormwater, Greg Lubeck – <a href="mailto:glubeck@lexingtonky.gov">glubeck@lexingtonky.gov</a>
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- The Design Professional shall meet with the LFUCG Grant Manager and Grant Program Administrator for at least three meeting during the design phase:
  - Prior to the start of the design
  - At the completion of approximately 50% design
  - At the 95% completion of the design documents

The Design Professional shall provide a copy of the preliminary plans (working drawings) and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.



- 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.
- 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.
- Care shall be taken not to direct areas with high sediment loads onto the pavement, as this could result in blockages and reduced performance.
- Area draining into the pervious pavement area shall be maximized while ensuring the design does not cause groundwater seepage into the basement.

2) ***STORMWATER CONTROL FACILITIES CONSTRUCTION:***

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

- Construction of grant funded improvements shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- 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.
- 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.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this inspection and given 5 days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- 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.
- The Organization agrees to enter into the *Maintenance Agreement* 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) At the end of the Design phase, the Organization shall submit to the LFUCG Grant Manager:
  - 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 local, state, or federal permit submittals and approvals, public or private encroachments etc.
  - 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.
- 2) If the project is to be 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.
- 3) 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 derivations from the engineer's construction cost estimate.
- 4) 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 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.
- 5) After construction is completed, the Project Final Report shall include 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).
  - 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.
- 6) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

## **EDUCATIONAL OPPORTUNITIES**

- 1) On an on-going basis, the LASC is engaged in teaching and demonstrating environmental and ecological education through numerous programs and presentations to over 40,000 individual annually.
- 2) The permeable pavers will provide a functional, demonstrable and visual BMP for the tens of thousands of visitors to the LASC each year. In addition to being used as a parking surface, the permeable pavers will be utilized and accessible for outdoor programming such as for Discovery Night programs, environmental workshops, Fayette County Public Schools Science Explorers and Urban Ecology programs, and field trip programs.

**PERMANENT FACILITIES/INFRASTRUCTURE**

**Ownership:** All improvements shall be the property of the owner of 362-364 N. Martin Luther King Blvd., Lexington, Kentucky 40508 (PVA #12105640), currently owned by the Organization. No other property or Right-of-Way shall be disturbed.

**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* included as Attachment B to the Grant Award Agreement. This Agreement shall be recorded by LFUCG at the Fayette County Clerk’s office.

**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.

**GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution 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 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
Notice to Proceed	May 2014
Design Phase Submittal to LFUCG	Summer 2014
Site Demo, Clearing & Grading, and Construction	2014-2015
Final walk-thru	2015
Project Final Report	2015
Final Payment (10% retainer)	After receipt final report

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The Grant budget is broken into the following components:

- |    |                     |                     |                           |
|----|---------------------|---------------------|---------------------------|
| 1. | Feasibility Phase:  | \$                  | 0.00                      |
| 2. | Design Phase:       | \$                  | 0.00                      |
| 3. | Construction Phase: | \$                  | <u>13,893.00</u>          |
|    |                     | <b>\$ 13,893.00</b> | <b>Total Grant Amount</b> |

As a FY2014 Class B Infrastructure Construction Only grant, no match is required.

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:

- Due to the critical timing of improvements, eligible expenses may be incurred beginning July 1, 2014.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.

<p><b><u>Eligible Expenses</u></b>                  The following types of expenses are Eligible Expenses for grant reimbursement:</p> <ol style="list-style-type: none"> <li>1. Removal of existing impervious asphalt parking lot and retrofit with Permeable Interlocking Concrete Pavers (Approximately 1,240 sf).</li> </ol>
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**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 occurring on-site in conjunction with this project.**

Stormwater Quality Projects Incentive Grant Program

