

GRANT AWARD AGREEMENT

Fiscal Year 2022 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 29th day of January, 2022, 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 **NEIGHBORS UNITED FOR SOUTH ELKHORN CREEK, INC.**, 704 CUMBERLAND ROAD, LEXINGTON, KENTUCKY 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 **\$11,200.00** (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. 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.
- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *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 all 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*.
- (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
- (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
- (d) 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 Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
- (e) Should the Government's 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/or management of the project, the Division of Water Quality shall notify 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 (25) herein below.
- (f) 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

Grantee Organization: **NEIGHBORS UNITED FOR SOUTH ELKHORN
CREEK, INC.**

704 CUMBERLAND ROAD

LEXINGTON, KENTUCKY 40503

BY: *F. F. Wohlstein*

NAME: FREDERICK F. WOHLSTEIN

TITLE: PRESIDENT, NUSCE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by FREDERICK WOHLSTEIN, as the duly authorized representative for and on behalf of NEIGHBORS UNITED FOR SOUTH ELKHORN, on this the 8 day of DECEMBER 2021 CREEK, INC.

My commission expires: 2-17-23

Billy W. Sherrow
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Neighbors United for South Elkhorn Creek

GRANT PROGRAM

**2022 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects [FEASIBILITY ONLY]**

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Neighbors United for South Elkhorn Creek, Inc. (NUSEC) FJW
704 Cumberland Road
Lexington, KY 40503
KY Organization #0733843

Organization President: Fred Wohlstein
859-333-3811 (phone)
nusecreek@gmail.com (email)

Primary Project Contact & Project Manager: Jim Hanssen
859-231-0500 (phone)
jim@ecogro.net (email)

Secondary Project Contact: Sam Lee, PE
859-475-6140 (phone)
samuel.lee2@stantec.com (email)

Project Site Location & Property Owner(s): Lexington-Fayette Urban County Government (Parks & Recreation)
469 Parkway Drive
Lexington, KY 40504
Parcel #51980700

Additional Property Owners listed in Table 3 – Grant Application Members

PROJECT PLAN ELEMENTS

The South Elkhorn Creek Streambank Stabilization, Water Quality, and Education Feasibility Study will be performed to evaluate potential construction project elements that help to achieve the following goals:

- 1) *Improve Water Quality* in South Elkhorn Creek by reducing sedimentation from streambank erosion caused by urban stormwater runoff and filtering pollutants.
- 2) *Mitigate Streambank Loss* that is occurring due to streambank erosion. The streambank loss is threatening LFUCG sewer infrastructure and causing property loss.
- 3) *Educate the Public about Stormwater Quality* by creating a walking trail and “outdoor classroom” area along the creek and incorporating educational signage at the project site explaining how the project improves stormwater quality.
- 4) *Involve the Public* by hosting a riparian buffer planting day.

Project Plan Elements

The Feasibility Study will evaluate the following *potential Project Elements* (shown in Figure 2) at a minimum and will look for other opportunities during the study.

- A. *Restore eroding banks* by flattening bank slopes and constructing rock toe armoring - Re-establish and enhance riparian buffer zones.
- B. *Implement a trash collection system.*
- C. *Establish a walking trail along South Elkhorn Creek* to provide access for educational opportunities.

- D. *Host public involvement field day* to plant trees, shrubs, and herbaceous plants and improve pollinator habitat in the riparian zones.
- E. *Install an educational sign* documenting the stream restoration work and other project elements.

REPORTING REQUIREMENTS

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

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Project Eligible Expenses.

FINAL FEASIBILITY STUDY REPORT

The results of the Feasibility Study will be presented in a final report that will, at a minimum, include:

- 1) Proposed locations of project elements.
- 2) Conceptual designs, cross-sections, etc. of the proposed elements.
- 3) Maintenance plans, as applicable.
- 4) Design and construction cost estimates for each proposed project element.
- 5) Special design and construction considerations (*i.e.* 401 / 404 permitting).

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

- 1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.

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 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	March 2022
Kickoff Meeting with LFUCG	April 2022
Stakeholder Meetings	April – July 2022
Evaluation of BMPs	April – July 2022
Prepare Final Recommendations and Conceptual Cost estimates	August 2022
Prepare Final Feasibility Study to LFUCG	September 2022
Final Payment (10% Retainer)	Within 2 months of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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 the 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.

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 redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by 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 – DETAILED DESIGN BUDGET (FROM APPLICATION)

Line #	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	Project Element 1: Kickoff meeting								
2	Professional Service Hours	Project Manager	Grant Management	\$ 150.00 per hour	2	\$ 300.00	\$ -	\$ 300.00	
3	Professional Service Hours	Senior Project Engineer	Grant Management	\$ 135.00 per hour	2	\$ 270.00	\$ -	\$ 270.00	
4	Professional Service Hours	Project Engineer	Grant Management	\$ 110.00 per hour	2	\$ 220.00	\$ -	\$ 220.00	
5	Project Element 2: Stakeholder meetings (3 meetings)								
6	Professional Service Hours	Project Manager	Grant Management	\$ 150.00 per hour	3	\$ 450.00		\$ 450.00	
7	Professional Service Hours	Senior Project Engineer	Grant Management	\$ 135.00 per hour	3	\$ -	\$ 405.00	\$ 405.00	
8	Professional Service Hours	Project Engineer	Grant Management	\$ 110.00 per hour	3	\$ 330.00	\$ -	\$ 330.00	
9	Project Element 3: Design								
10	Professional Service Hours - Evaluate Locations for BMPs	Project Manager	Grant Management	\$ 150.00 per hour	8	\$ 1,200.00	\$ -	\$ 1,200.00	
11	Professional Service Hours - Evaluate Locations for BMPs	Senior Project Engineer	Grant Management	\$ 135.00 per hour	8	\$ -	\$ 1,080.00	\$ 1,080.00	
12	Professional Service Hours - Evaluate Locations for BMPs	Project Engineer	Grant Management	\$ 110.00 per hour	8	\$ -	\$ 880.00	\$ 880.00	
13	Professional Service Hours - Engineering Calculations and Memorandum	Project Manager	Grant Management	\$ 150.00 per hour	2	\$ -	\$ 300.00	\$ 300.00	
14	Professional Service Hours - Engineering Calculations and Memorandum	Senior Project Engineer	Grant Management	\$ 135.00 per hour	4	\$ -	\$ 540.00	\$ 540.00	
15	Professional Service Hours - Engineering Calculations and Memorandum	Project Engineer	Grant Management	\$ 110.00 per hour	6	\$ -	\$ 660.00	\$ 660.00	
16	Professional Service Hours - Prepare Preliminary Maps, Sketches, and Details	Project Manager	Grant Management	\$ 150.00 per hour	1	\$ -	\$ 150.00	\$ 150.00	
17	Professional Service Hours - Prepare Preliminary Maps, Sketches, and Details	Senior Project Engineer	Grant Management	\$ 135.00 per hour	6	\$ -	\$ 810.00	\$ 810.00	
18	Professional Service Hours - Prepare Preliminary Maps, Sketches, and Details	Project Engineer	Grant Management	\$ 110.00 per hour	6	\$ -	\$ 660.00	\$ 660.00	
19	Professional Service Hours - Prepare Preliminary Maps, Sketches, and Details	Env. Specialist	Grant Management	\$ 75.00 per hour	2	\$ -	\$ 150.00	\$ 150.00	
20	Professional Service Hours - Develop BMP Project Cost Estimates	Project Manager	Grant Management	\$ 150.00 per hour	2	\$ -	\$ 300.00	\$ 300.00	
21	Professional Service Hours - Develop BMP Project Cost Estimates	Senior Project Engineer	Grant Management	\$ 135.00 per hour	1	\$ -	\$ 135.00	\$ 135.00	
22	Professional Service Hours - Develop BMP Project Cost Estimates	Project Engineer	Grant Management	\$ 110.00 per hour	4	\$ -	\$ 440.00	\$ 440.00	
23	Project Element 4: Final Feasibility Report								
24	Professional Service Hours - Review Meeting	Project Manager	Grant Management	\$ 150.00 per hour	2	\$ -	\$ 300.00	\$ 300.00	
25	Professional Service Hours - Review Meeting	Senior Project Engineer	Grant Management	\$ 135.00 per hour	2	\$ -	\$ 270.00	\$ 270.00	
26	Professional Service Hours - Review Meeting	Project Engineer	Grant Management	\$ 110.00 per hour	2	\$ -	\$ 220.00	\$ 220.00	
27	Professional Service Hours - Prepare Final Feasibility Study Report	Project Manager	Grant Management	\$ 150.00 per hour	2	\$ -	\$ 300.00	\$ 300.00	
28	Professional Service Hours - Prepare Final Feasibility Study Report	Senior Project Engineer	Grant Management	\$ 135.00 per hour	8	\$ -	\$ 1,080.00	\$ 1,080.00	
29	Professional Service Hours - Prepare Final Feasibility Study Report	Project Engineer	Grant Management	\$ 110.00 per hour	12	\$ -	\$ 1,320.00	\$ 1,320.00	
30	Professional Service Hours - Prepare Final Feasibility Study Report	Env. Specialist	Grant Management	\$ 75.00 per hour	4	\$ -	\$ 300.00	\$ 300.00	
31	Professional Service Hours - Prepare Final Feasibility Study Report	Direct expense	Grant Management	\$ 30.00 ea	1	\$ 30.00	\$ -	\$ 30.00	
32	Professional Service Hours - Grant Management, Quarterly Reports, etc.	Project Manager	Grant Management	\$ 150.00 per hour	6	\$ -	\$ 900.00	\$ 900.00	
34	TOTAL PROJECT BUDGET:						\$ 2,800.00	\$ 11,200.00	\$ 14,000.00
35							ORGANIZATION SHARE*	GRANT SHARE	
36	COST SHARE % = 20.00% OK						20.0%	80.0%	
37	*Organization share must be at least 20% of the total project cost						MUST BE ≥ 20%		

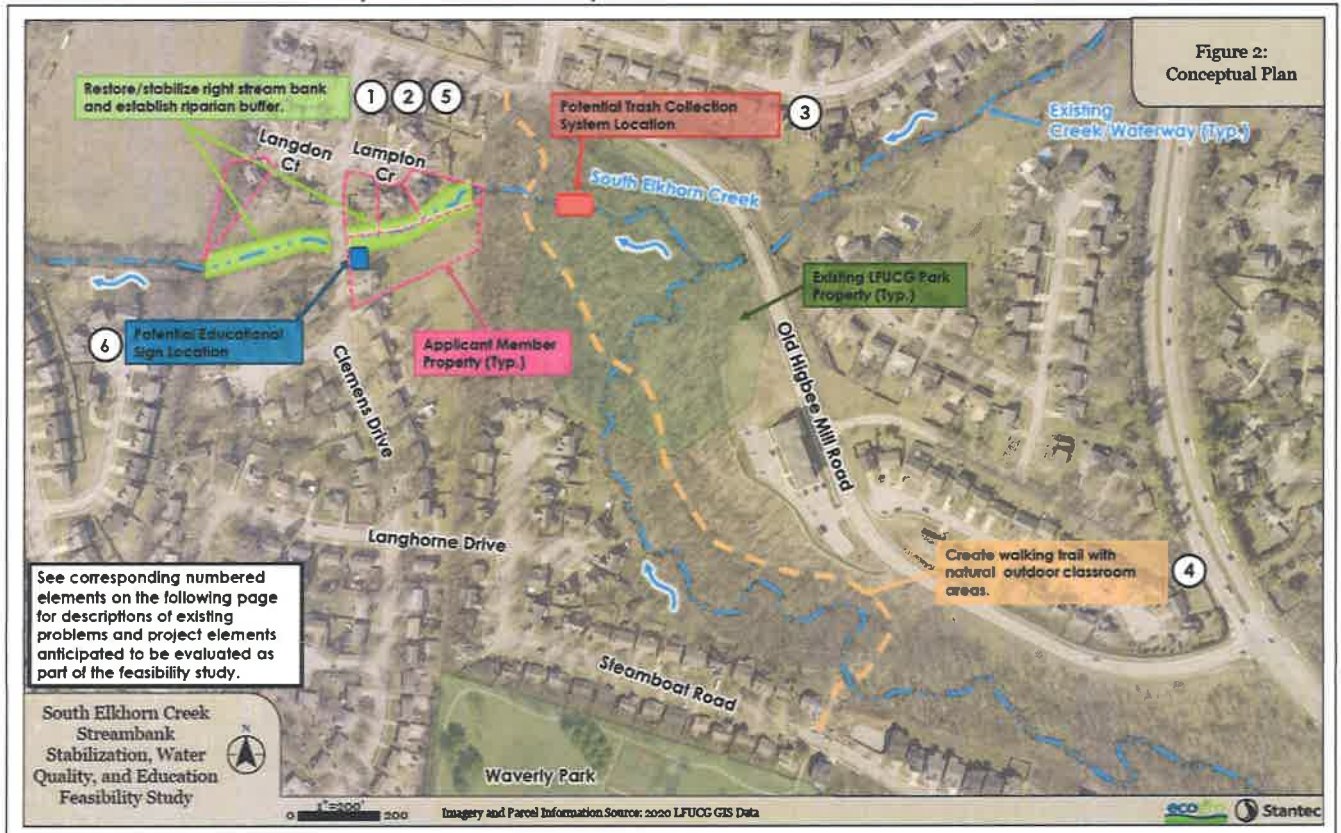
TABLE 3 – NUSEC GRANT APPLICATION MEMBERS (FROM APPLICATION)

Applicant	Address	Email
Sean and Dana Hendrickson	2000 Lampton Circle	homehendrickson@gmail.com
Ron and Lynn Jackson	2108 Langdon Court	lynnron@windstream.net
Bill and Luann Shouse	2008 Lampton Circle	Mr2nky@gmail.com wishouse@aol.com
Debbie & Greg White	4200 Clemens Drive	bassman562@windstream.net
Ben & Ann Witherington	2004 Lampton Circle	ann.witherington@gmail.com

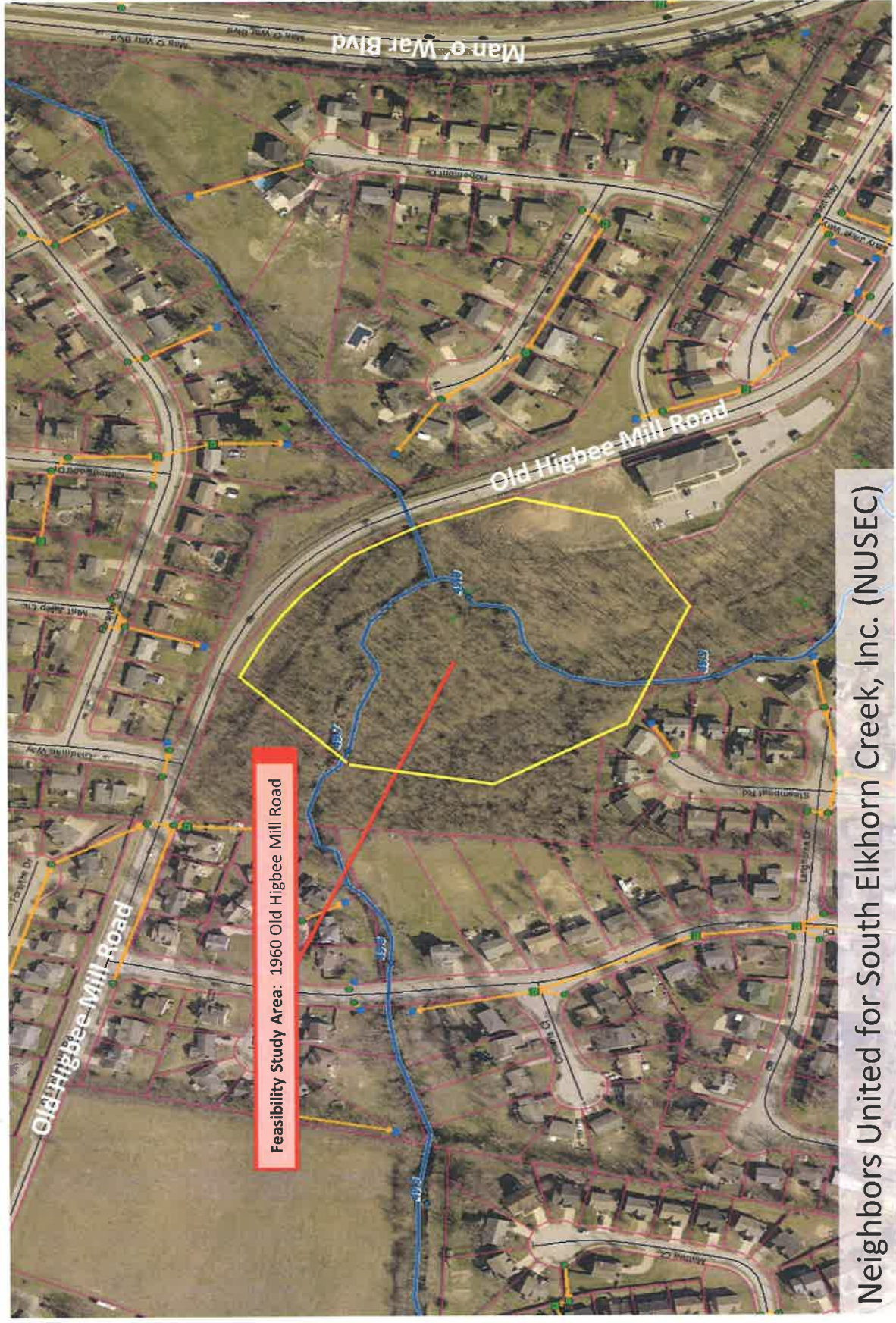
FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



FIGURE 2 – CONCEPTUAL PLAN FOR SOUTH ELKHORN CREEK STREAMBANK STABILIZATION, WATER QUALITY, AND EDUCATION FEASIBILITY STUDY (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



Neighbors United for South Elkhorn Creek, Inc. (NUSEC)