

GRANT AWARD AGREEMENT

Fiscal Year 2016 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 3rd day of March, 2016, 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 **Residents, Inc. dba The Colony Neighborhood Association, PO Box 8713, Lexington, KY 40533-8713**, (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 **\$6,507.50** (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.

- (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. 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 3% 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 within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/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 the Government.

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

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


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

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

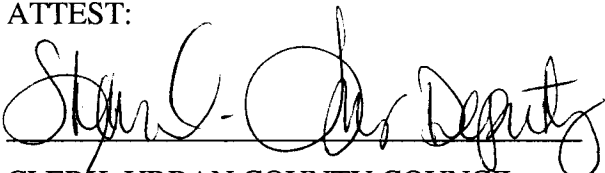
(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

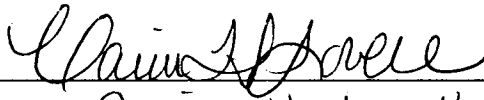
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
JIM GRAY, MAYOR

ATTEST:


CLERK, URBAN COUNTY COUNCIL

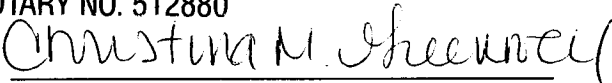
Grantee Organization: Residents, Inc. dba The Colony Neighborhood
Association
PO Box 8713
Lexington, KY 40533-8713

BY: 
NAME: Cain H. Lovell
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Cain Lovell, as the duly authorized representative for and on behalf of Residents, Inc., on this the 14th day of January, 2016

My commission expires COMMISSION EXPIRES JUNE 6, 2018

NOTARY NO. 512880


NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Residents, Inc. dba The Colony Neighborhood Association

GRANT PROGRAM: FY2016 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Organization: Residents, Inc. dba The Colony Neighborhood Association
P.O. Box 8713
Lexington, KY 40533
KY Organization #: 0043956

CHL

Organization President: Carin Lovell
859-806-5742
carin@bydesigned.com

Primary Project Contact and Project Manager: Sherri Weisenfluh
859-806-0186
sherriweisenfluh@gmail.com

Secondary Project Contact: Jerry Weisenfluh
859-233-3317
jerryw.weis@uky.edu

Project Site Location(s): Colony NA Parcel off Colonial Drive (contains Wildcat Chase)
2512 Versailles Rd – Jeremy and Megan Ford
2516 Versailles Rd – Marisa Milanesio
1200 Plymouth Rock Ct – David and Laura Evans

Property Owners: See above

Consulting Firm Contact: N/A

Project Participants: Sherri Weisenfluh, Colony NA Vice President – Project Manager
Jerry Weisenfluh, Colony NA Treasurer – Grant Management
Jerry Morse, Colony NA – Communications and newsletter
Ken Cooke, Friends of Wolf Run – Technical Advisor
Tony Huston – Master Gardener
Jane Madden – Landscape Designer

PROJECT PLAN ELEMENTS

The following project elements are proposed to improve water quality by the creation of a stream buffer for Wildcat Chase Stream, tributary to Colonial Drive Tributary and Wolf Run.

1. **Eradication of invasive plant material** - Remove Bush Honeysuckle and other invasive plant species from 400' stretch (about 1 acre) of Wildcat Chase Stream by professional contractor selected through an RFP process. Removed plants will be chipped on-site for use as mulching material.
2. **Planting of native species** – Native tree, shrub, seed and plant varieties will be purchased and installed to establish a riparian buffer approximately 25' wide along the stream. Plant selection and placement to be coordinated by neighborhood volunteers with master gardener and landscaping certifications. Neighborhood property owners will be consulted about the design and placement of the new plants. The selected eradication contractor to be

responsible for planting tree whips. Neighborhood volunteers will be responsible for planting other species and spreading seed.

3. **Water quality sampling** – Neighborhood volunteers to be trained and certified to conduct periodic water quality sampling through the Kentucky River Watershed Watch (KRWW) program. Sampling to be conducted regularly at the furthest downstream site within the subdivision and at the privately-owned storm retention pond at the headwaters of the stream. Time series water quality data will be reviewed to monitor changes in water quality parameters before, during and after the restoration.
4. **Education** – Encourage Colony neighborhood participation in improvements to Wildcat Chase stream buffer to increase involvement of residents in the stream restoration project that began in 2014. Participants will be educated about their contribution to stream pollution and possible solutions. Provide communication at association meetings and through the quarterly newsletter about results from water sampling, participation and education regarding the KRWW program, education on the Keep Lexington Beautiful Commission's Annual Great American cleanup Program and updates on the stream buffer progress.
5. **Maintenance** – Neighborhood volunteers to be responsible to maintain previous and new work by checking for re-sprouting of invasive plants and nurturing of the new native plant material added to the stream banks. Watering will be provided as needed during dry months. Periodic application of pesticides to be completed by certified neighborhood volunteer in accordance with EPA guidelines.

REPORTING REQUIREMENTS

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

- a) The Organization shall provide written authorization (approval/agreement) to the LFUCG Grant Manager prior to work on any property not owned by the Organization.

EQUIPMENT

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

PERMANENT FACILITIES/INFRASTRUCTURE

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

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

CONSTRUCTION ACCESS

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

ADDITIONAL GRANT STIPULATIONS

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

- a) All existing utilities shall be located, contacted, and coordinated with prior to any work being performed within the project vicinity.
- b) Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10 feet of an existing utility.

- c) If herbicides are proposed to be used, a plan for appropriate application controls shall be submitted to LFUCG prior to use, and shall be followed during applications.

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 (NTP) | January 2016 |
| Colony NA Board meeting to plan project | 1 st meeting following NTP |
| Submit RFPs for invasive plant removal | February 2016 |
| Evaluate and select firm for plant removal | March 2016 |
| Solicit volunteers for planting of native materials | March 2016 |
| Water sampling event through KRWW | Three events in 2016 |
| Plant removal by selected contractor | Spring 2016 |
| Planting event and education | May 2016 |
| Maintenance of planting area | Summer 2016 |
| Newsletters to Colony residents on updates and education | Quarterly in 2016 |
| Annual neighborhood picnic – provide project update | September 2016 |
| Fall mulching event | October, November 2016 |
| Final Report to LFUCG (within 30 days of completion) | December 15, 2016 |

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

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

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

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

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

TABLE 2 - ELIGIBLE EXPENSES

| | Type of Expense | Participants | Item | Unit Price | Quantity | Funded by Organization | Funded by Grant | Total Expense | |
|---|--|----------------------------------|--|-----------------------|----------|------------------------|---------------------------|--------------------|-------------|
| 1 Project Element: Grant Management | | | | | | | | | |
| 2 | Donated Professional Service Hours | Grant Manager | Grant Management | \$ 14.00 per hour | 20 | \$ 280.00 | \$ - | \$ 280.00 | |
| 3 Project Element: Stream Cleaning and Tree Planting | | | | | | | | | |
| 4 | Contracted Labor | Contractor chosen by RFP process | Eradication of honeysuckle, treat and chip | \$ 4,000.00 per acre | 1 | \$ - | \$ 4,000.00 | \$ 4,000.00 | |
| 5 | Contracted Labor | Contractor chosen by RFP process | Plant and mulch with chips | \$ 2,000.00 per acre | 1 | \$ - | \$ 2,000.00 | \$ 2,000.00 | |
| 6 | Materials | Neighborhood | Native seed and landscape supplies | \$ 500.00 per acre | 1 | \$ - | \$ 500.00 | \$ 500.00 | |
| 7 | Volunteer Hours | Neighborhood volunteers | Install seed and perennials | \$ 7.25 per hour | 36 | \$ 261.00 | \$ - | \$ 261.00 | |
| 8 | Professional Volunteer Hours | Master Gardener | Design | \$ 25.00 per hour | 10 | \$ 250.00 | \$ - | \$ 250.00 | |
| 9 | Professional Volunteer Hours | Professional Geologist | Field Tests, sampling | \$ 60.00 per hour | 10 | \$ 600.00 | \$ - | \$ 600.00 | |
| 10 | Professional Volunteer Hours | Landscaping | Create overall design | \$ 60.00 per hour | 10 | \$ 600.00 | \$ - | \$ 600.00 | |
| 11 | Volunteer Hours | Colony Neighborhood | Stream cleaning | \$ 7.25 per hour | 20 | \$ 145.00 | \$ - | \$ 145.00 | |
| 12 | Volunteer Hours | Volunteers | Volunteers followup treating invasives | \$ 7.25 per hour | 34 | \$ 246.50 | \$ - | \$ 246.50 | |
| 13 Project Element: Educational Seminar | | | | | | | | | |
| 14 | Volunteer Hours | Colony Neighborhood Assoc. Board | Volunteer Hours for organizing and advertising event | \$ 7.25 per hour | 20 | \$ 145.00 | \$ - | \$ 145.00 | |
| 15 | Supplies | Colony Neighborhood Association | Advertising event: 75 - black & white flyers | \$ 0.10 per flyer | 75 | \$ - | \$ 7.50 | \$ 7.50 | |
| 16 | Consulting Fees | Friends of Wolf Run Advisor | Technical consultation | \$ 13.00 per hour | 10 | \$ 130.00 | \$ - | \$ 130.00 | |
| 17 | Volunteer Hours | Colony newsletter | Educational material via newsletter | \$ 7.25 1 per quarter | 3 | \$ 21.75 | \$ - | \$ 21.75 | |
| 18 | TOTAL PROJECT BUDGET: | | | | | | \$ 2,679.25 | \$ 6,507.50 | \$ 9,186.75 |
| 19 | | | | | | | ORGANIZATION SHARE | GRANT SHARE | |
| 20 | | | | | | | 29.2% | 70.8% | |
| 21 | <div style="border: 1px solid black; padding: 5px; display: inline-block;"> COST SHARE % = 29.16% MUST BE > 20% </div> | | | | | | | | |
| 22 | * Note: Organization share must be 20% of total project costs. | | | | | | | | |

SUPPLEMENTAL PROJECT ELEMENT INFORMATION

Figure 1: Project Location Map



**Figure 2: Riparian Species Recommendations (Native Species)
-provided by Tim Queary, LFUCG – Urban Forester**

**RIPARIAN SPECIES RECOMMENDATIONS
(Native Species)**

For a viable riparian area to be developed, a no mow zone must be established in order to allow revegetation in the flooded plain at a width sufficient to allow filtration of runoff. Zones may vary according to slope, but the recommended minimum distance is 25 feet. All species listed below are native to the Bluegrass Physiographic Region of Kentucky. For more information contact the LFUCG Division of Environmental Services at (859) 423-2800.



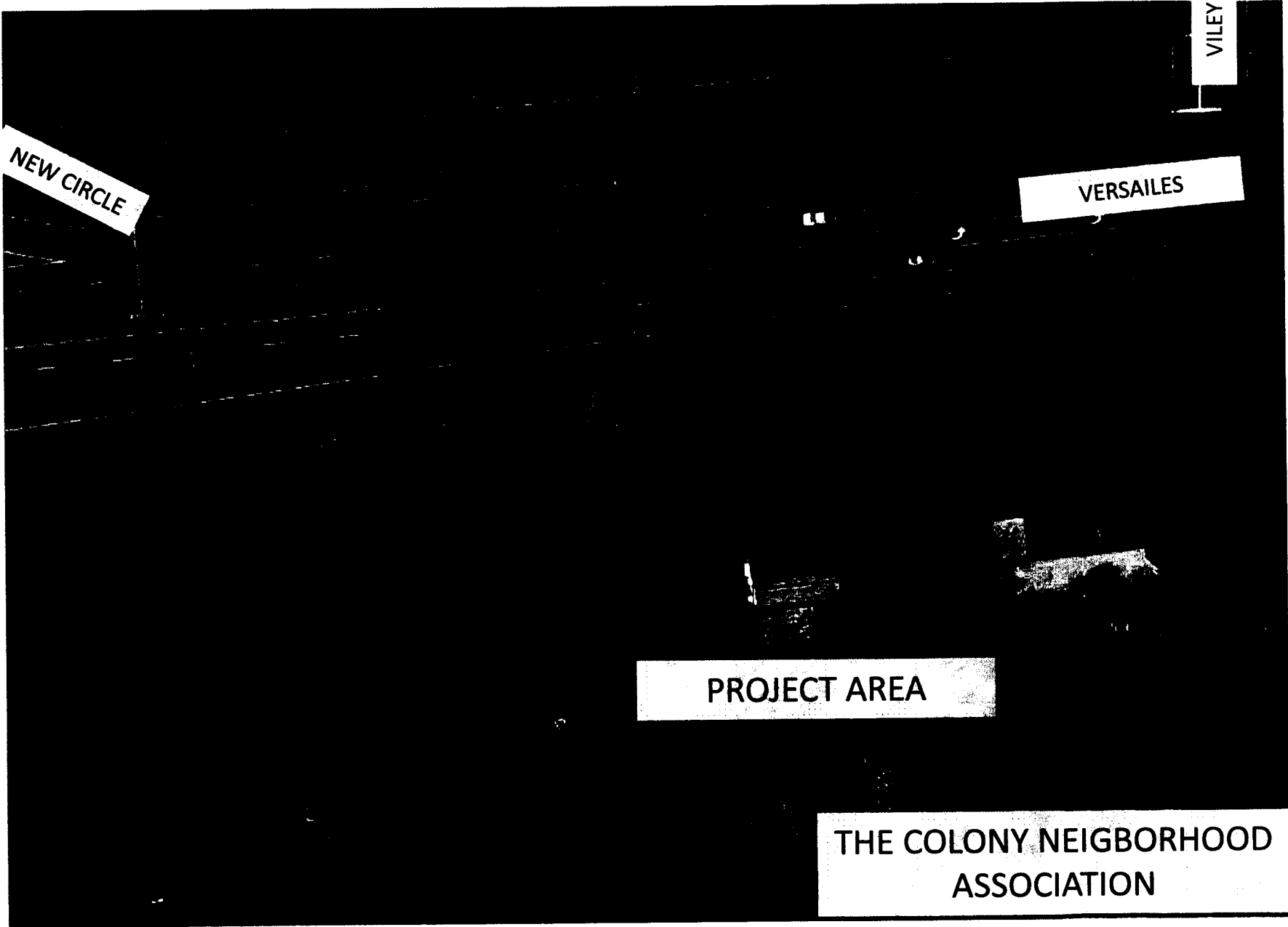
OVERSTORY

| <u>Scientific Name</u> | <u>Common Name</u> | <u>Scientific Name</u> | <u>Common Name</u> |
|-------------------------------|---------------------|--------------------------------|--------------------|
| <i>Acer negundo</i> | box elder | <i>Liquidambar styraciflua</i> | sweetgum |
| <i>Acer saccharum</i> | sugar maple | <i>Prunus serotina</i> | black cherry |
| <i>Acer saccharinum</i> | silver maple | <i>Platanus occidentalis</i> | American sycamore |
| <i>Carya cordiformis</i> | bitternut hickory | <i>Quercus bicolor</i> | swamp white oak |
| <i>Carya laciniosa</i> | shellbark hickory | <i>Quercus macrocarpa</i> | bur oak |
| <i>Celtis occidentalis</i> | hackberry | <i>Quercus shumardii</i> | Shumard oak |
| <i>Fraxinus pennsylvanica</i> | green ash | <i>Robinia pseudoacacia</i> | black locust |
| <i>Fraxinus americana</i> | white ash | <i>Liriodendron tulipifera</i> | yellow-poplar |
| <i>Gymnocladus dioica</i> | Kentucky coffeetree | <i>Ulmus americana</i> | American elm |
| <i>Juglans nigra</i> | black walnut | <i>Ulmus rubra</i> | slippery elm |
| <i>Tilia americana</i> | American basswood | <i>Quercus imbricaria</i> | shingle oak |

INTERMEDIATE CANOPY

| <u>Scientific Name</u> | <u>Common Name</u> | <u>Scientific Name</u> | <u>Common Name</u> |
|-----------------------------|--------------------|-----------------------------|--------------------|
| <i>Alnus serrulata</i> | common alder | <i>Cornus obliqua</i> | silky dogwood |
| <i>Asimina triloba</i> | pawpaw | <i>Cornus drummondii</i> | roughleaf dogwood |
| <i>Carpinus caroliniana</i> | American hornbeam | <i>Diospyros virginiana</i> | persimmon |

Stormwater Quality Projects Incentive Grant Program



NEW CIRCLE

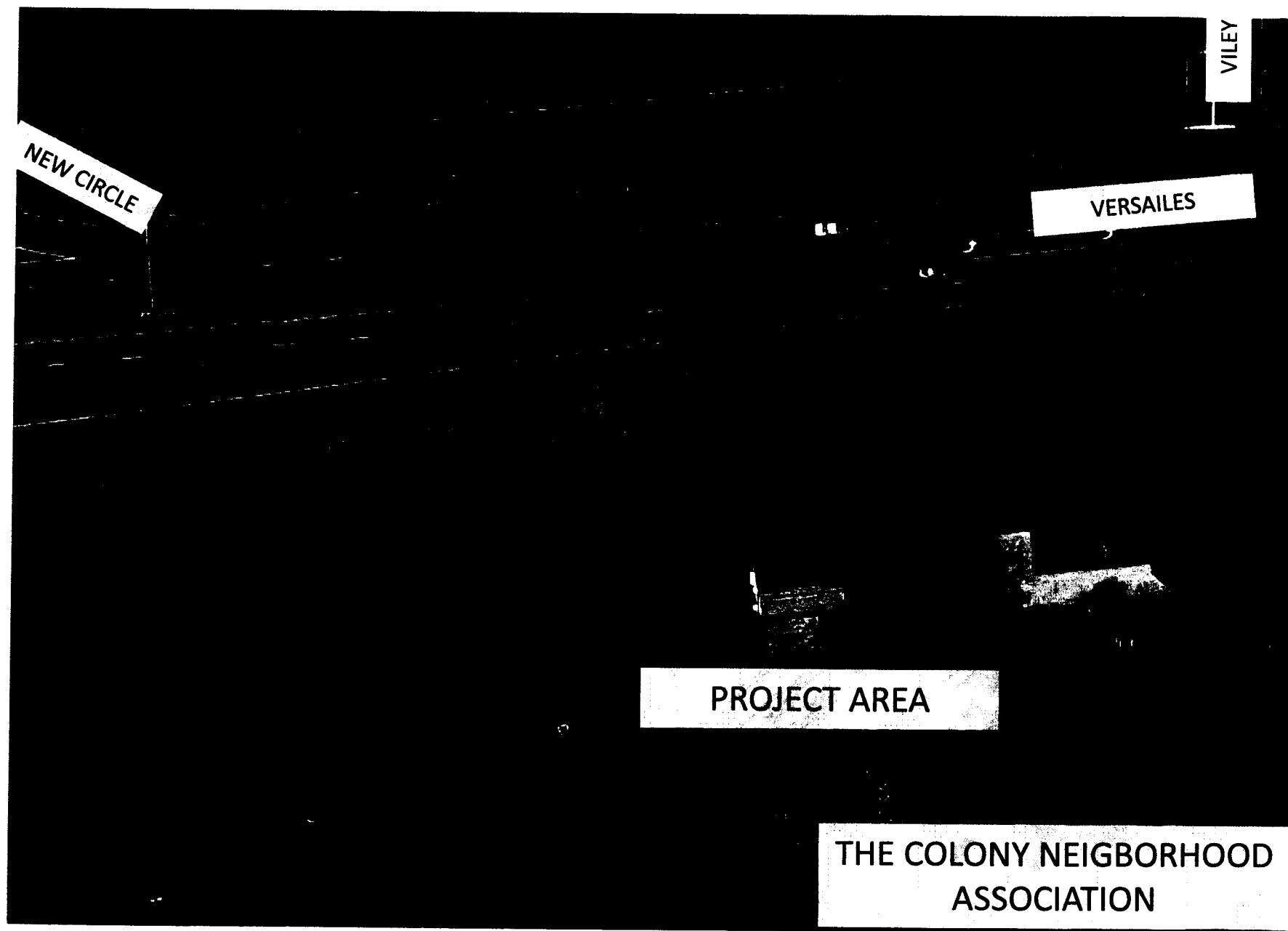
VERSAILES

VILEY

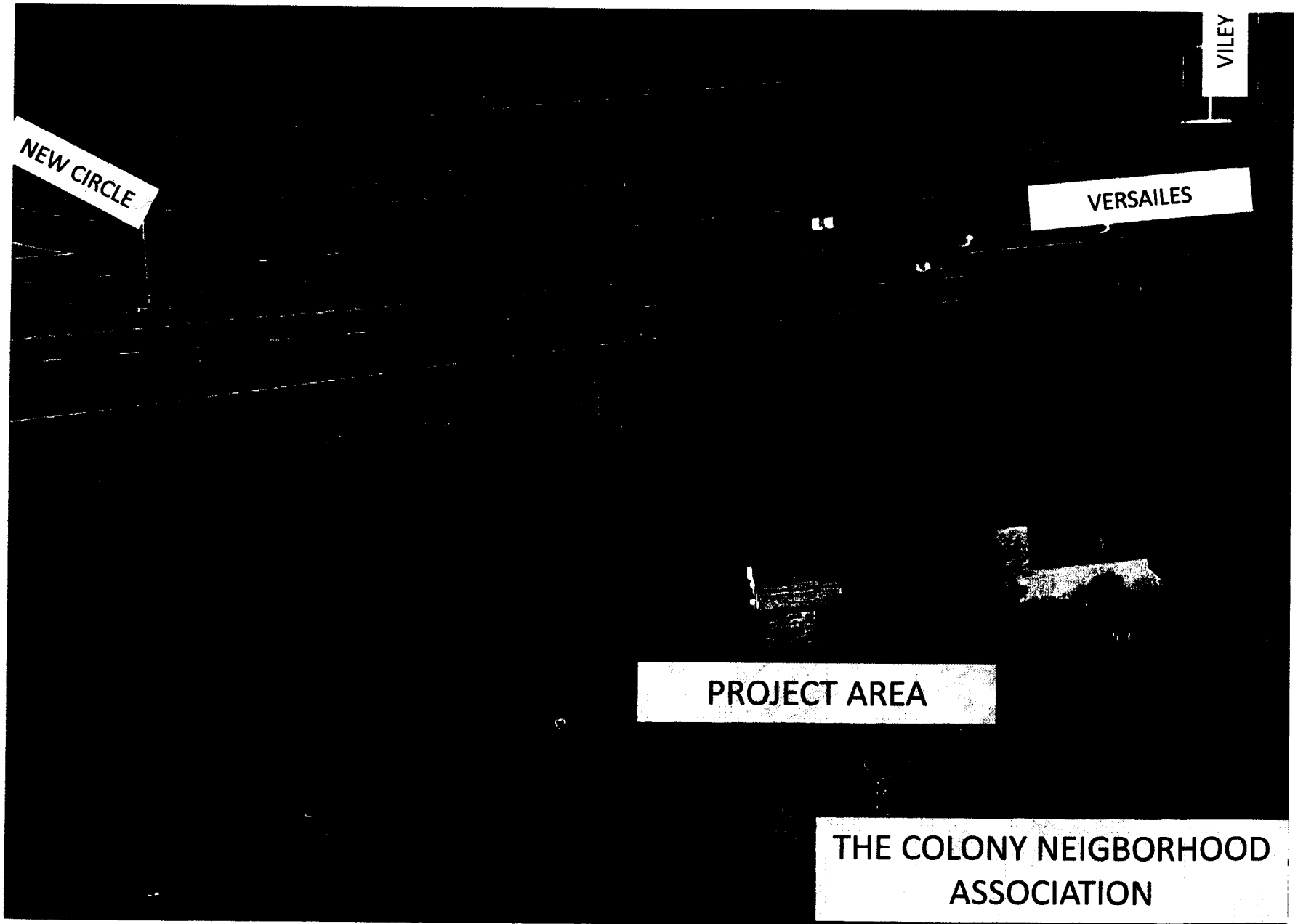
PROJECT AREA

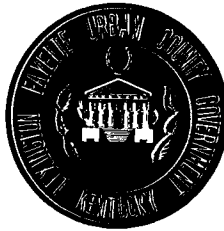
THE COLONY NEIGHBORHOOD
ASSOCIATION

Stormwater Quality Projects Incentive Grant Program



Stormwater Quality Projects Incentive Grant Program



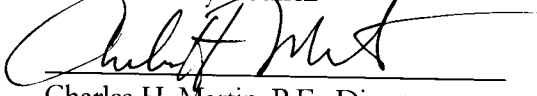


Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS & ENVIRONMENTAL QUALITY

Jim Gray
Mayor

Dowell Hoskins-Squier
Commissioner

TO: Mayor Jim Gray
Urban County Council

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

DATE: January 26, 2016

SUBJECT: Recommendation for a FY16 (Class A) Stormwater Quality Projects Incentive Grant for the Colony Neighborhood Association

Request

The purpose of this memorandum is to request approval of a FY16 (Class A) Stormwater Quality Projects Incentive Grant for The Colony Neighborhood Association in the amount of \$6,507.50.

Purpose of Request

Grant provides for funds to support the implementation of various improvements to the Wildcat Chase Stream, tributary to Colonial Drive Tributary and Wolf Run. The project elements include eradication of invasive plant material, planting of native species, water quality sampling, education, and maintenance of new and existing work areas. The project seeks to improve water quality and provide storm water education to Colony neighborhood residents as well as nearby community members.

Project Cost in FY16 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$6,507.50 and will be fully spent by FY17.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_16 – WQ_GRANT

Martin/Hoskins-Squier