

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	July 29, 2020
	Contract Modification:	
	CONTRACT #:	C-251-2018
PROJECT: MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC. (STREET TREE PROJECT)		
TO: MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC.		
Original Contract Amount		\$8,701.00
Cumulative Amount of Previous Contract Modifications		\$0.00
Percent Change of Previous Contract Modifications		0%
Existing Contract Amount		\$8,701.00
Net (increase/decrease) in Contract Amount - (From following pages)		-\$228.40
Percent Change of This Contract Modification		-3%
Original Contract Amount		\$8,701.00
Cumulative Amount of all Contract Modifications		-\$228.40
Percent Change of all Contract Modifications		-3%
New Contract Amount Including this Change Order		\$8,472.60
Recommended by <u><i>T. Mal...</i></u>	(Proj. Engr.)	Date <u>8/10/20</u>
Accepted by _____	(Consultant)	Date _____
Accepted by <u><i>Laura Ruberg</i></u>	(Contractor)	Date <u>8/6/20</u>
Approved by <u><i>Chad...</i></u>	(Director)	Date <u>1-4-21</u>
Approved by _____	(Commissioner)	Date _____
Approved by <u><i>Rinda Horton</i></u>	(Mayor or CAO)	Date <u>2/5/2021</u>

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION**

DATE: July 29, 2020
 Contract Mod #: 1
 CONTRACT #: 251-2018

Project: MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC.

TO:

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	\$ 228.40	\$ 228.40	\$ -
1						\$ -	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
Total decrease						\$ 228.40	
Total increase							\$ -
Net (increase) in contract price							\$ (228.40)

JUSTIFICATION FOR CHANGE

PROJECT:	MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC.
CONTRACT NO.	#251-2018
CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Project Incentive Grant completed under budget.
2. Is proposed change an alternate bid? ___ Yes X No
3. Will proposed change alter the physical size of the project? ___ Yes X No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___ Yes X Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___ Yes X No
If "Yes", will the policies be extended? ___ Yes ___ No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

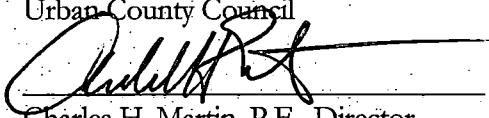
Randa Horton

Mayor

2/5/2021
Date



TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 21, 2020

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #251-2018

Request

Requesting approval of a decreasing change order of \$228.40 to the Stormwater Quality Projects Incentive Grant with the Meadowthorpe Neighborhood Association, Inc., Contract #251-2018.

Purpose of Request

The original grant award to the Meadowthorpe Neighborhood Association, Inc., was for \$8,701.00; however, the grant-funded project came in under budget. The final grant award totaled \$8,472.60.

The \$228.40 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for FY22.

Project Cost in FY22 and in Future Budget Years

The decreasing change order savings of \$228.40 will be returned to fund 4052 for FY22.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE_19 – WQ_GRANT

Once the change order is approved, there will be a budget amendment to move the funds into:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE_22 – WQ_GRANT

Albright/Martin



GRANT AWARD AGREEMENT

Fiscal Year 2019 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 1 day of November, 2018 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 **MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC.**, 333 Larch Lane, Lexington, KY 40511, (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 **\$8,701.00** (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.

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the Eligible Expenses for elements of 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.

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 – PROJECT BUDGET

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	\$ 14.87 per hour	20	\$ 297.40	\$ -	\$ 297.40		
3 Project Element: Tree Planting									
4 Professional Service Hours	Local arborists	Site assessment & species recommendation	\$ 24.35 per hour	20	\$ 487.20	\$ -	\$ 487.20		
5 Supplies	TBD	Pitchforks	\$ 15.00 per pitchfork	20	\$ 300.00	\$ -	\$ 300.00		
6 Supplies	TBD	Shovels	\$ 10.00 per shovel	20	\$ 200.00	\$ -	\$ 200.00		
7 Materials	Local Tree Nursery	47 trees of various approved species	\$ 160.00 per tree	47	\$ -	\$ 7,520.00	\$ 7,520.00		
8 Professional services	Local Tree Nursery	Tree delivery	\$ 8.50 per tree	47	\$ -	\$ 399.50	\$ 399.50		
9 Materials	Dave Leonard Tree Specialists	Composted wood-chip mulch	\$ 0.20 per pound	2000	\$ -	\$ 400.00	\$ 400.00		
10 Materials	Instant Signs	Educational signs to be placed at trees (1-sided, full color)	\$ 10.90 per sign	35	\$ -	\$ 381.50	\$ 381.50		
11 Volunteer Hours	MNA/UK Volunteers	Volunteer Hours for tree planting event (assume 20 people for 8 hours each)	\$ 7.25 per hour	160	\$ 1,160.00	\$ -	\$ 1,160.00		
TOTAL PROJECT BUDGET:					\$ 2,444.60	\$ 8,701.00	\$ 11,145.60		
					ORGANIZATION	GRANT			
					SHARE	SHARE			
					21.90%	78.10%			
<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">MUST BE > 20%</td> <td style="padding: 5px;">COST SHARE % = 21.93% OK</td> </tr> </table>					MUST BE > 20%	COST SHARE % = 21.93% OK			
MUST BE > 20%	COST SHARE % = 21.93% OK								

information about the project to be included in the Meadowthorpe Messenger (neighborhood publication sent to approx. 650 households). To prepare residents, the Urban Forest Initiative (UFI) and UK Cooperative Extension Service will conduct six preparatory workshops in tree identification, urban soil health, proper planting and maintenance, and civic engagement.

- C. **Signage:** Educational signage to be temporarily installed at key locations. All participating property owners have agreed to display temporary signage to further educate neighbors in the benefits of street trees.

REPORTING REQUIREMENTS

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

1. The Organization shall provide written authorizations for private property access (including LFUCG Parks and/or Division of Environmental Services) to the LFUCG Grant Manager prior to beginning work on any area for which they are required. This includes Street tree plantings.
2. The Organization shall provide tree planting plans to Urban County Forester prior to implementation. LFUCG Grant Manager shall be copied on submittals and responses.
3. Exhibits showing the locations of the trees shall be provided with the final report.

PERMANENT FACILITIES/INFRASTRUCTURE

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

ADDITIONAL GRANT STIPULATIONS

1. The “Tree Plantings” and “Informational signage” portions of the project shall not begin until Applicant and LFUCG Department of Environmental Services provide agreement about the installation and future maintenance responsibilities for all project elements involving plantings/construction, in writing.
2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10’ of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
4. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 21.9% cost share offered in the application (Approximately \$2,444.60).

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	Activity Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (Spring 2019)
Advertise (MNA Newsletter) for tree planting event and coordinate volunteers 2 months prior to event	2 months prior to event
Hold tree planting event March – April 2019	March – April 2019
Provide project final report to LFUCG	30 days after project completion

TABLE 3 – PARTICIPATING PROPERTY OWNERS (FROM APPLICATION)

Name	Contact Information	Home/Address
Achterberg, Luke	lukeachterberg@hotmail.com	263 Burke Rd.
Ahern, Josh	josh.ahern93@gmail.com	272 Larch Ln.
Applegate, Scott	tscottapplegate1@hotmail.com	220 Larch Ln.
Bottoms, Robbie	robbottoms@aol.com	212 Larch Ln.
Charles, Gregory	phanstar@gmail.com	1459 N. Forbes Rd.
Christeon, Elizabeth	elizabeth.chrleston@gmail.com	268 Burke Rd.
Cooke, Cindy Lou	cscindylou@yahoo.com	1486 Townley Dr.
Dunn, Jared	supbrown@hotmail.com	231 Burke Rd.
Edwards, Frances	francesce@gmail.com	253 Hillsboro Ave.
Essig, Jeannine	jcassig@aol.com	1455 N. Forbes Rd.
		1454 Townley Dr.
Finley, Jenny Koch	jennyfinley@twc.com	244 Burke Rd.
Hummer, Kathy	hummerkat@msn.com	312 Hillsboro Ave.
Johnstone, Elise	elisejohnstone@gmail.com	224 Burke Rd.
Kelly, Anna Harrison	annaflorriekelly@hotmail.com	235 Pepper Dr.
Liggett, Kim	kimnlex63@yahoo.com	248 Burke Rd.
Long, Amy	amyjolong@gmail.com	299 Larch Ln.
McKee, Julie	jmckee@werobot.com	340 Glendale Ave.
Monroe, Edna	(859) 254-9817	215 Pepper Dr.
Munsey, Lora	lmunsey@tramgroup.com	287 Burke Rd.
Neill, Patricia	vilu59@yahoo.com	269 Taylor Dr.
Parman, Cara Lynn	cara.parmen@gmail.com	296 Taylor Dr.
Piercy, Emily	ecpiercy@aol.com	1613 Old Leestown Rd.
Slone, Hal	halslone9@gmail.com	1447 Townley Dr.
Snow, Erica	ericassnow@gmail.com	275 Larch Ln.
Steele, Amy	amysteele3113@gmail.com	259 Pepper Dr.
Taylor, Vina	vmtaylor81@yahoo.com	320 Taylor Dr.
Tew, Vinnie	vinnietew@gmail.com	349 Boiling Springs Dr.
Thomas, Sandy	sandythomas100@gmail.com	1435 Forbes Townhomes
Tolson, Aaron	warwildflower@yahoo.com	1553 Old Leestown Rd
Tremoulis, Scott	scott.tremoulis@gmail.com	328 Hillsboro Ave.
Warman, Nora	ncwarman52@yahoo.com	1468 Meadowthorpe Ave.
Workman, Beth	bworkman@carmansite.com	329 Glendale Ave.
Workman, Sarah Christine	sarah.ce1284@gmail.com	240 Burke Rd.
Wuorenmaa, Jenifer	jkwuor@hotmail.com	232 Taylor Dr.

FIGURE 1 – LAND USE DATA (FROM APPLICATION)

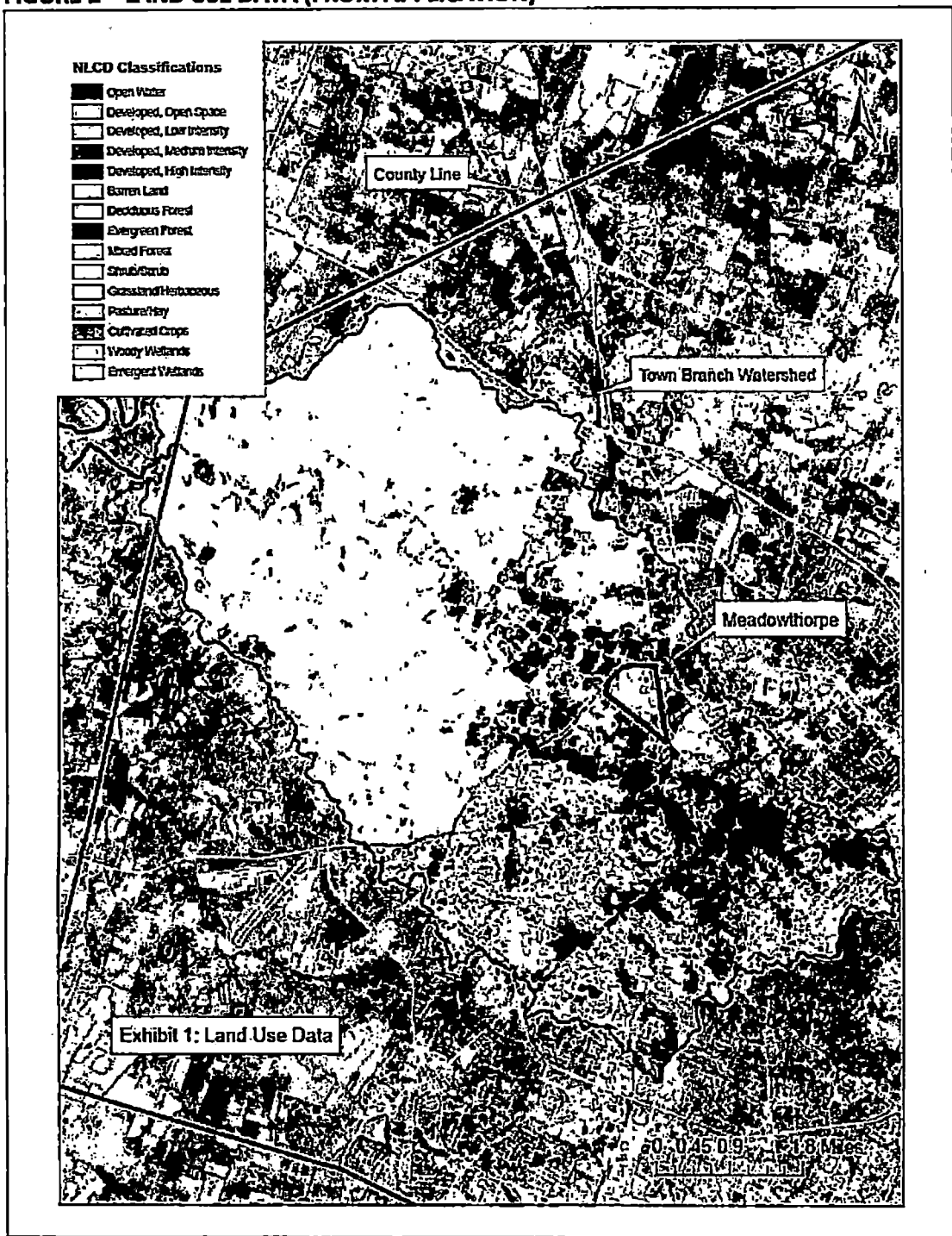


FIGURE 2 – AQUATIC RESOURCES AND WATER QUALITY (FROM APPLICATION)

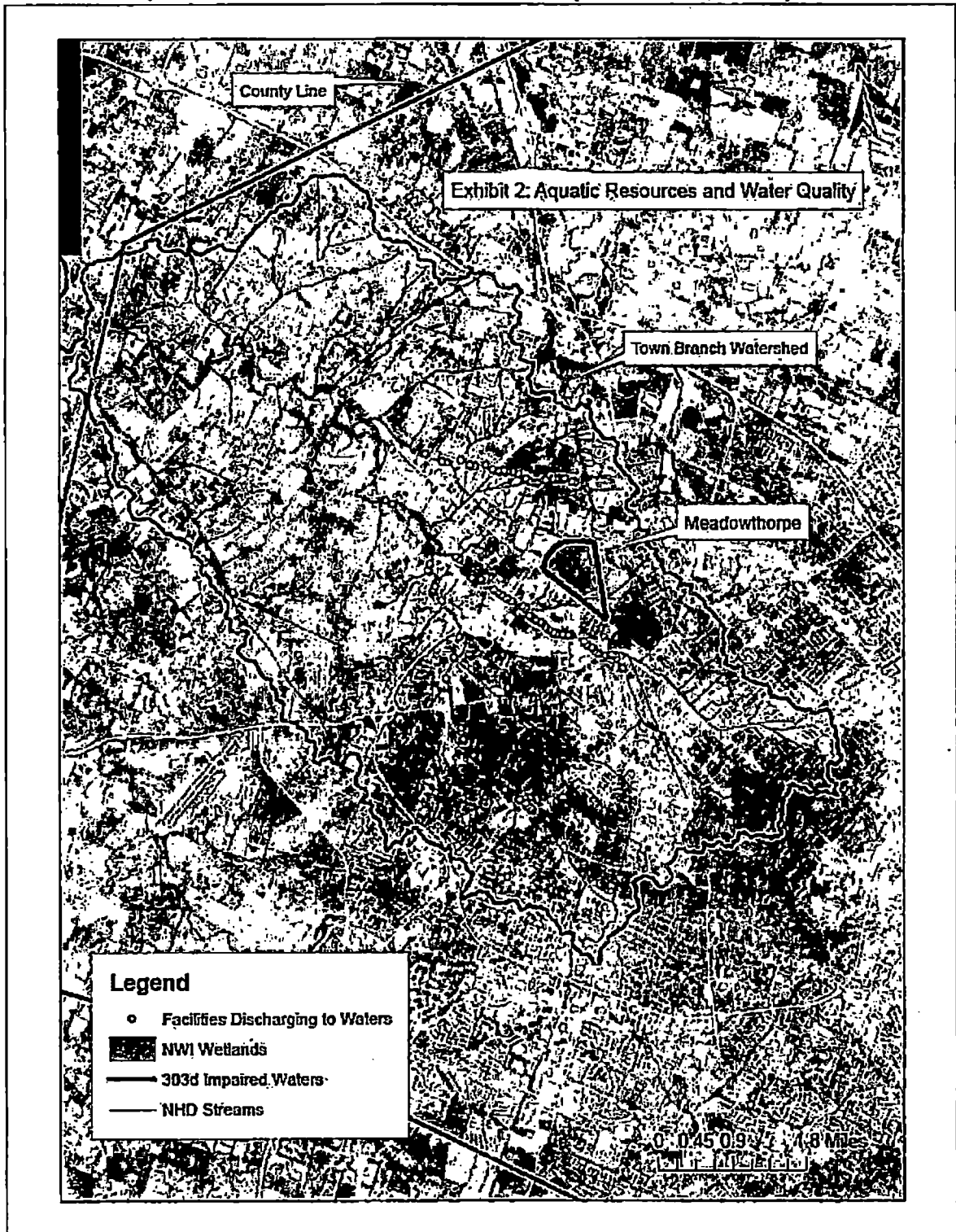


FIGURE 3 – STREET TREE REMOVAL/PLANTING PERMIT (FROM APPLICATION)



**DIVISION OF ENVIRONMENTAL SERVICES
STREET TREE REMOVAL / PLANTING PERMIT**

PERMIT # 0418-1783

This permit entitles Meadowthorpe N. A. to REMOVE **PLANT** street tree(s) at property owner's expense at: various addresses. The following guidelines shall apply:

FOR STREET TREE REMOVALS

Pursuant to Chapter 17B, once a street tree(s) is removed a new tree(s) must be installed. See section on street tree planting for requirements. This removal permit also serves as the planting permit once a replacement is selected.

Type of tree(s) to be removed: NA
 Number of tree(s): NA
 Reason for removal: NA

FOR STREET TREE PLANTING

Planting shall follow guidelines set forth in Chapter 17B of the Code of Ordinances, the LFUCG Planting Manual, and below:

1. The tree to be planted is not an unacceptable tree species.
2. Minimum distance between tree and existing trees: Large Tree 45 feet, Medium Tree 35 feet, Small Tree 25 feet.
3. Minimum distance between sidewalk and curb: Large Tree 8 feet, Medium Tree 5 feet, Small Tree 3 feet.
4. Only small tree is to be used under or within 10 feet of overhead utilities. Medium trees may be used 10-20 feet from overhead utilities.
5. Landowner understands he/she is responsible for maintaining tree, pruning, clearing of dead wood, and to limb up at least 7 feet over sidewalks and to keep branches clear of vehicular traffic.
6. All trees shall be kept at least 10 feet from fire hydrants and/or utility poles.
7. Plantings are to be no closer than 50 feet from stop signs. Set backs may be greater on road curvature if tree has potential to block signage. Ensure plantings do not block stop signs with future growth.
8. Trees are recommended to be a minimum size of 1 3/4 inch caliper measured at 6 inches above the root ball.
9. This permit is void unless planting is done as per conditions set forth in Chapter 17B of the Code of Ordinances.

Type of tree(s) to be planted: approved species
 Number of tree(s): 48
 Conditions: Please call Kentucky 8-1-1 before you dig to locate any underground utilities in the utility strip.

SEVERAL RECOMMENDED TREE SPECIES *

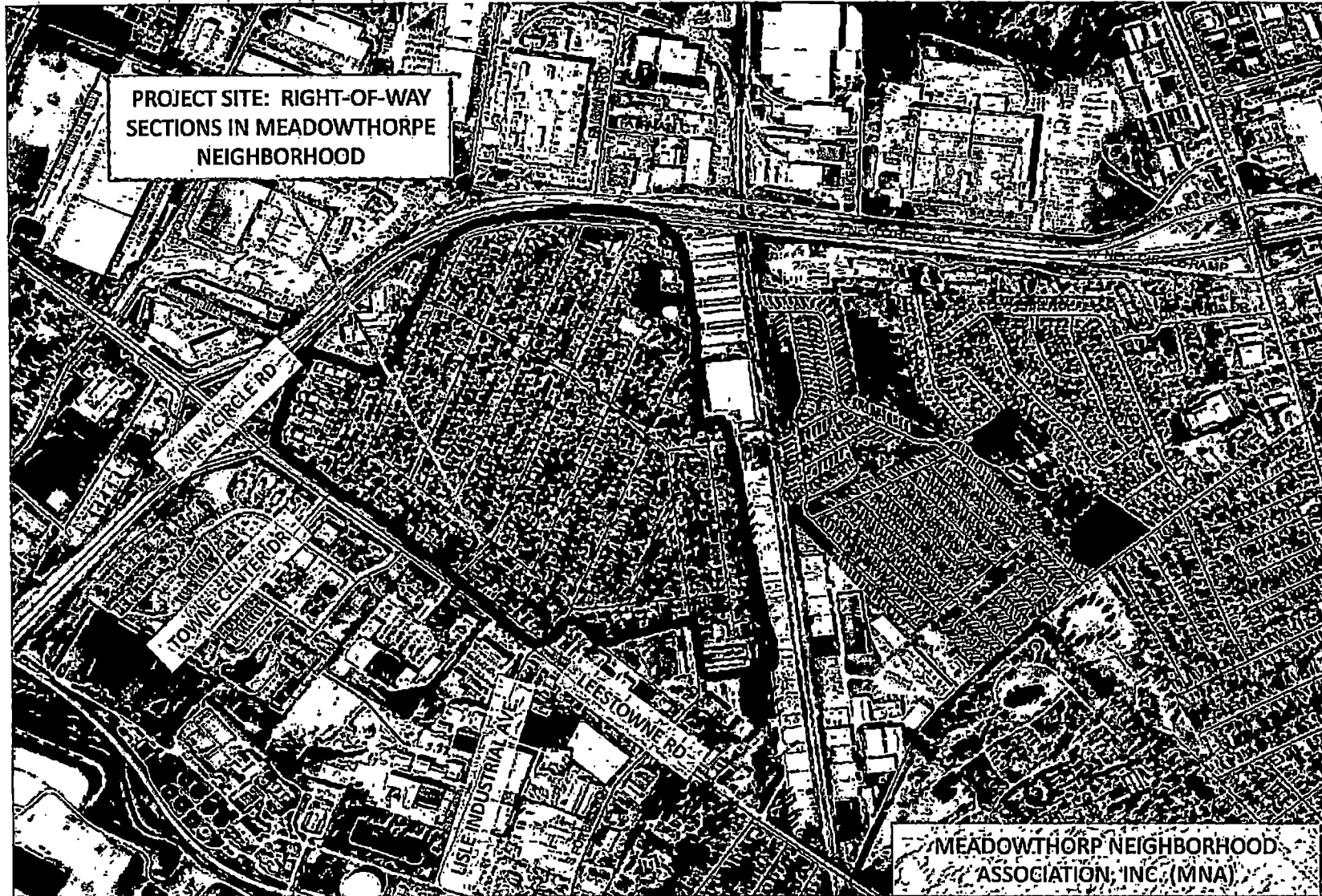
Small Tree	Medium Tree	Large Tree	Unacceptable Tree
Hawthorn	Hophornbeam	Shumard Oak	Pear
Amur Maple	Blackgum	Red Maple	Silver Maple
Dogwood	Yellowwood	White Oak	Cottonwood
Serviceberry	Japanese Tree Lilac	Sugar Maple	Pin Oak
Eastern Redbud	Honeylocust	Ginkgo	Ash

Following the guidelines set forth in Chapter 17B of the Code of Ordinances I,

Juan R. Queary have approved this request. April 30, 2018
 Urban Forester Arborist Technician Date

* The above list represents only a partial listing of species in the various categories. Please review the LFUCG Planting Manual, Street Tree Selection and Care Brochure, or contact the Urban Forestry Program @ 425-2558 for other species.

Stormwater Quality Projects Incentive Grant Program



MAYOR JIM GRAY



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Jim Gray
Urban County Council

FROM: James M. Carey for CHM
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: October 11, 2018

SUBJECT: Recommendation for a FY19 (Class A) Stormwater Quality Projects Incentive Grant for Meadowthorpe Neighborhood Association, Inc.

Request

The purpose of this memorandum is to request approval of a FY19 (Class A) Stormwater Quality Projects Incentive Grant for Meadowthorpe Neighborhood Association, Inc. in the amount of \$8,701.00.

Purpose of Request

Grant funds will provide support for the Meadowthorpe Street Tree Project. The project elements include two (2) tree planting events, neighborhood workshops, and educational signage. Additional stormwater education by way of collaborations with the Urban Forest Initiative (UFI) and the UK Cooperative Extension Service on training and programming related to urban tree benefits, planting/maintenance, inventory, and assessment.

Project Cost in FY19 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$8,701.00 and will be fully spent by FY20.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_19 – WQ_GRANT

Martin



GRANT AWARD AGREEMENT
Fiscal Year 2019 Class A Incentive Grant Program

November **THIS AGREEMENT**, made and entered into on the 1 day of November, 2018 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 **MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC.**, 333 Larch Lane, Lexington, KY 40511, (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 **\$8,701.00** (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.

- (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 18 months from the date of this Agreement. The Grantee agrees to obtain written approval from the

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

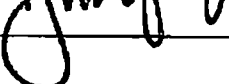
- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT


BY: 
MAYOR

ATTEST:

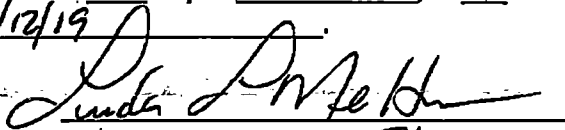


CLERK, URBAN COUNTY COUNCIL

Grantee Organization: MEADOWTHORPE NEIGHBORHOOD
ASSOCIATION, INC.
333 LARCH LANE
LEXINGTON, KY 40511

BY: 
NAME: JAMES CAPILEO
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JAMES CAPILEO, as the duly authorized representative for and on behalf of MNA, on this the 9 day of OCTOBER, 2019.
My commission expires: 9/12/19



NOTARY PUBLIC 540012

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Meadowthorpe Neighborhood Association, Inc. (MNA)

GRANT PROGRAM: FY2019 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Organization: Meadowthorpe Neighborhood Association, Inc.
333 Larch Lane
Lexington, Kentucky 40511
KY Organization #: 0207453 

Organization President: Jim Capillo
859-619-5031
capillo.jim@gmail.com

Primary Project Contact and Project Manager: Laura Ruberg
859-492-1774
ldheil00@gmail.com

Secondary Project Contact: Al Cinson
859-254-4413
acinson@gmail.com

Project Site Location(s): Right-of-way section in Meadowthorpe Neighborhood

Property Owners: 1) Lexington-Fayette Urban County Government
2) Various residents in the Meadowthorpe sub-division.

Consulting Firm Contact: N/A

Project Participants: Meadowthorpe Neighborhood Association, Inc.
Neighborhood Tree Committee
Grace Coy and Nic Williamson (*Urban Forest Initiative*), Heather Wilson (*City Arborist*) to assist with site and tree selection and oversee the planting event.
Cliff Drouet (*Professional Forester, Office of Surface Mining*) and Al Cinson (*Project Manager, MNA Ash Tree Treatment*) to help coordinate volunteers.

PROJECT PLAN ELEMENTS

In order to address stormwater issues in the Meadowthorpe Neighborhood, thirty-five property owners have requested street trees. In total, the Meadowthorpe Neighborhood Association (MNA) proposes to plant 47 trees (11 different species). Also, in collaboration with the Urban Forest Initiative (UFI) and UK Cooperative Extension Service, the Meadowthorpe Neighborhood Association (MNA) has volunteered its community center and park as a venue for UFI staff to pilot a Train-the-Trainer workshop with Lexington residents.

1) ELEMENTS:

- A. **Tree Planting Events:** UFI personnel and the City Arborist will manage a two-day tree planting with MNA residents and UK student volunteers.
- B. **Stormwater Education:** Host workshops that incorporate training and programming related to urban tree benefits, planting/maintenance, inventory, and assessment. Also,