

GRANT AWARD AGREEMENT

Fiscal Year 2014 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 8th day of July, 2014, 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 **SOUTHERN HEIGHTS NEIGHBORHOOD ASSOCIATION, INC.**, 1820 Nicholasville Road, Lexington, KY 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 **\$65,954.52** (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 **24** 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.

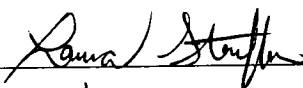
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

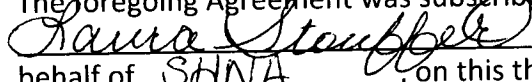
BY: 
JIM GRAY, MAYOR

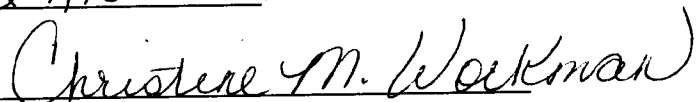
ATTEST:

 Deputy
CLERK, URBAN COUNTY COUNCIL

**Grantee Organization: Southern Heights Neighborhood Association
1820 Nicholasville Road
Lexington, KY 40503**

BY: 
NAME: Laura Stouffer
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by , as the duly authorized representative for and on behalf of SHNA, on this the 30th day of May, 2014.
My commission expires: 7/29/15


NOTARY PUBLIC

ATTACHMENT A
to the **GRANT AWARD AGREEMENT** between **LFUCG** and
Southern Heights Neighborhood Association, Inc.

GRANT PROGRAM **FY2014 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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: **Southern Heights Neighborhood Association, Inc.**
1820 Nicholasville Road
Lexington, KY 40503
KY Organization #: 0047217 

Organization President: **Laura Stouffer**

Primary Project Contact and Project Manager: **Laura Stouffer**
859-396-1505
1820 Nicholasville Road, Lexington, KY 40503
laurab162002@yahoo.com
Will maintain all documentation for the Grant, and coordinate with LFUCG the ongoing status of the project.

Secondary Project Contact: **Greg Isaacs**
859-608-0033
gisaacs@palmernet.com

Project Site Location: **Hiltonia Park**
Lexington, KY 40503

Property Owners: Right-of-Way of Hiltonia Park: LFUCG
1820 Nicholasville Rd: Laura & James Stouffer – PVA #27280400
102 Hiltonia Park: Spencer Houlihan – PVA #25926250
104 Hiltonia Park: Kelli & John Romond – PVA#04010240
110 Hiltonia Park: Susan & Thomas Hershelman - PVA#24514400
112 Hiltonia Park: Jeremy & Katie Kelley – PVA#04010250
114 Hiltonia Park: Julie Morris – PVA#21017900

Design Engineering Firm: **Palmer Engineering**
301 East Main Street
Lexington, KY 40507
859-608-0033 (phone)
Greg Isaacs, P.E. – Project Manager
gisaacs@palmernet.com (email)
Engineering/Architectural tasks, including project meetings, design, permitting, bidding and construction documents, and construction observation.

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

The objective for the project will be to design and construct improvements to collect and treat stormwater runoff along Hiltonia Park. The improvements include 6 rain gardens along portions of Hiltonia Park to reduce impervious area within the street right-of-way and collect stormwater runoff from the streets and residences. This project is also intended to reduce the stormwater loading on the existing nearby stormwater system at the intersection of Hiltonia and Nicholasville Road.

The public education and outreach component shall include stormwater information in a newsletter, informational rain garden signage, and volunteer efforts related to rain garden planting.

1) DESIGN – RAIN GARDENS HILTONIA PARK:

All improvements shall be located on the properties of:

- Right-of-Way of Hiltonia Park: LFUCG
- 1820 Nicholasville Rd: Laura & James Stouffer – PVA #27280400
- 102 Hiltonia Park: Spencer Houlihan – PVA #25926250
- 104 Hiltonia Park: Kelli & John Romond – PVA#04010240
- 110 Hiltonia Park: Susan & Thomas Hershelman - PVA#24514400
- 112 Hiltonia Park: Jeremy & Katie Kelley – PVA#04010250
- 114 Hiltonia Park: Julie Morris – PVA#21017900

Design will include meetings, design, development of plans for permitting, bidding and construction, permit submittals to the applicable local, state, and federal agencies

Design shall also account for the following stipulations:

- Submittal and coordination for Right of Way permits (local and state) shall be completed as early as possible in the design process to inform the Design Professional on alternatives that can be permitted by those agencies.
- The Design Professional shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
 - i) Prior to the start of design
 - ii) At the completion of approximately 50% design
 - iii) 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 existing utilities shall be located and shown on the design plans.
- BMPs promoting infiltration, including permeable pavement, shall not be installed within ten feet of either side of existing sanitary sewer and measures are taken to prevent infiltrating water from entering into the sanitary sewer trench stone.
- All existing easements, adjacent property lines, and Rights-of-Way shall be shown on the design plans. If any work is proposed to occur within any easement (i.e. utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements for the authorized agencies prior to the start of construction.
- 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 stormwater curb inlet, manhole, or structure located within public right-of-way. Please contact the appropriate staff:

<p>Environmental Policy (street trees), Tim Queary – tqueary@lexingtonky.gov Engineering New Development, Hillard Newman – hnewman@lexingtonky.gov Engineering (right-of-way), Dan Kiser – dkiser2@lexingtonky.gov Parks and Recreation, Michelle Kosieniak – michello@lexingtonky.gov Sanitary Sewers, Rod Chervus – rchervus@lexingtonky.gov Stormwater, Greg Lubeck – glubeck@lexingtonky.gov</p>

- LFUCG Division of Water Quality shall have approval authority over all constructed components.
- 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.
- An Operations and Maintenance Plan/Manual for the rain garden and any other BMP(s) shall be generated during design phase and modified (if necessary) upon the completion of construction.
- If the construction of the project is competitively bid, the Organization shall provide copies of the submitted detailed bids to the LFUCG Grant Manager for review prior to the start of construction. If the project is not competitively bid, the Organization shall provide the detailed construction cost breakdown to the LFUCG Grant Manager for review prior to the start of construction.

2) **CONSTRUCTION – RAIN GARDENS HILTONIA PARK:**

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

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- Construction 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 Stormwater Pollution and Prevention Plan, including the Erosion and Sediment Control Plan, shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- 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 business 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 business 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 business days notice.
- The Organization agrees to enter into the *Maintenance Agreement for Stormwater Control Facilities for Class A Projects* included as 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.

3) ***PUBLIC EDUCATION & OUTREACH:***

The public education and outreach component shall include stormwater information in the neighborhood newsletter, informational rain garden signage, and volunteer efforts related to rain garden planting. The newsletter topics are anticipated to include water quality, stormwater control measures, and rain gardens. The newsletter will be sent to all 300+ homes in the Southern Heights Neighborhood and emailed to the Southern Height Neighborhood Association's email list. The educational rain garden signage shall be installed in at least one rain garden and shall be able to withstand typical weather conditions for the area. The volunteer efforts include a rain garden planting event where volunteers will be instructed by the design professional about plantings and stormwater quality and then plant the rain gardens.

REPORTING REQUIREMENTS

In addition to the detailed reporting requirements listed in the Grant Award Agreement, the following special items are noted for this project: None.

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant includes Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities reside within existing LFUCG right-of-way.

Future Inspection and Maintenance: The Organization agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities for Class A Projects* included as Attachment B to the Grant Award Agreement. The roles and responsibilities associated with long-term maintenance of the grant funded improvements for both the Organization and LFUCG shall be determined during the design phase. It is anticipated that the maintenance related to the rain gardens will be the responsibility of the Southern Heights Neighborhood Association (SHNA). Per the SHNA, other agreements will be executed between the SHNA and individual property owners for the maintenance of rain gardens associated with individual properties.

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. PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date (s)
Notice to Proceed (NTP)	May 2014
Project Kick-off Meeting	May 2014
Design – Generation of Construction Documents and obtain applicable Permit(s)	May 2014 (3 months)
Encroachment Agreements – Private Property	June 2014 (1 month)
Bid Project and Select Construction Contractor	August 2014 (6 weeks)
Construction	September 2014 (3 months)
Education and Public Outreach – newsletter and planting event	October 2014
Complete any plantings	April 2015
Project Conclusion Meeting	April 2015
Provide Project Final Report to LFUCG	May 2015 (within 30 days after project completion)
Grant Reimbursement for 3% Retainage	After acceptance of Project Final Report

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2. lists the Eligible Expenses for the design and construction phases of this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s match. Table 3. provides more detail on the design phase services.

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 match, except for the following which will be allowed:

- Activities occurring within 50 days of Notice to Proceed which generate match through Volunteer Hours or Donated Professional Service hours. The grantee assumes all risks associated with these expenses.

The construction estimate will be revised as part of the design process. The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.

Table 2. Budget Table: Southern Heights Neighborhood Association Rain Garden Project

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense			
Project Element: Grant Management										
1 Volunteer Hours	Palmer Engineering	Grant Management (11-1021 KY)	\$ 37.20	per hour	20	\$ 744.00	\$ - \$ 744.00			
2 Volunteer Hours	Homeowners Association	Grant Management (43-0000 KY)	\$ 13.75	per hour	40	\$ 550.00	\$ - \$ 550.00			
Project Element: Design										
4 Professional Service Fees **	Palmer Engineering	Design Professional: Engineer and Lead Consultant	\$ 9,500.00	Lump	1	\$ 1,681.50	\$ 7,818.50 \$ 9,500.00			
5 Volunteer Hours	SHNA Neighborhood	Prepare encroachment agreements (23-1011 KY)	\$ 34.63	per hour	16	\$ 554.08	\$ - \$ 554.08			
Project Element: Construction										
7 Supplies & Labor	Contractor TBD	Construction of rain gardens, curbs, pavements, and other appurtenances	\$ 58,305.17	Lump	1	\$ 10,320.02	\$ 47,985.15 \$ 58,305.17			
8 Supplies & Labor	Contractor TBD	Construction Contingency	\$ 6,937.87	Lump	1	\$ 1,548.00	\$ 5,389.87 \$ 6,937.87			
9 Supplies & Labor	Contractor TBD	Rain Garden Plantings	\$ 6,000.00	Lump	1	\$ 1,239.00	\$ 4,761.00 \$ 6,000.00			
Project Element: Education and Public Outreach										
11 Supplies & Labor	SHNA Neighborhood Resident	Educational Sign	\$ 50.00	Lump	1	\$ 50.00	\$ - \$ 50.00			
12 Supplies & Labor	SHNA Neighborhood Resident	Newsletter Design and Distribution	\$ 7.25	per hour	25	\$ 181.25	\$ - \$ 181.25			
13 Supplies & Labor	SHNA Neighborhood Resident	Educational Seminar Refreshments	\$ 50.00	Lump	1	\$ 50.00	\$ - \$ 50.00			
TOTAL PROJECT BUDGET:						\$ 16,917.85	\$ 65,954.52	\$ 82,872.37		
<table border="1" style="margin: auto;"> <tr> <td>COST SHARE % = 20.41% MUST BE > 20%</td> <td style="text-align: right;">OK</td> </tr> </table>						COST SHARE % = 20.41% MUST BE > 20%	OK	ORGANIZATION SHARE 20.4%	GRANT SHARE 79.6%	
COST SHARE % = 20.41% MUST BE > 20%	OK									
<p>* Note: Organization share must be 20% of total project costs. ** More detail on Professional Service Fees provided in Table 3.</p>										

Table 3. Palmer Engineering Fee Breakdown

1 Project Meetings	\$500
2 Design	\$7,000
3 Permitting	\$1,000
4 Bidding and Construction Documents	\$500
5 Construction Administration	\$500
Design Professional Fees	\$9,500

**ATTACHMENT B
TO FY2014 CLASS A GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class A

Whereas, _____ <property owner name> _____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and <property owner name> _____ hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> _____ HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.
7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to submit an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before January 31st of each calendar year and shall contain, at a minimum, the following items:
- A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - B. Time period covered by the report.
 - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
 - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.
 - E. An outline of planned activities for the next year.

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20__.

My commission expires: _____.

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: _____ LFUCG's MS4 Permit Coordinator

Address: _____ LFUCG Division of Water Quality

_____ 125 Lisle Industrial Avenue, Suite 180

_____ Lexington, KY 40511

Phone: _____ (859) 425-2400

Email: _____ ms4@lexingtonky.gov