

GRANT AWARD AGREEMENT
Fiscal Year 2016 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 17th 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 **NoLi CDC Corporation**, 714 North Limestone, Lexington, Kentucky 40508, (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 \$91,298.92 (different from GDF verify) (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.

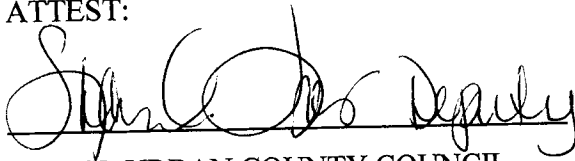
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

JIM GRAY, MAYOR

ATTEST:


CLERK, URBAN COUNTY COUNCIL

Grantee Organization: NoLi CDC Corporation
714 North Limestone
Lexington, KY 40508

BY: _____

NAME: Richard Young

TITLE: Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Richard Young, as the duly authorized representative for and on behalf of North Limestone CDC, on this the 10 day of February 20 16.
My commission expires: 12/21/2019.


NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
NoLi CDC Corporation (North Limestone Community Development Corporation)

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 in the Department of Environmental Quality and Public Works

PROJECT TEAM AND CONTACT INFORMATION

Organization: NoLi CDC Corporation
714 North Limestone Street
Lexington, Kentucky 40508
KY Organization #: 0847627 RY

Organization President: Griffin VanMeter
859-243-0000
Ale8forme@gmail.com

Primary Project Contact and Project Manager: Richard Young
859-492-2305
Richard@nolicdc.com

Secondary Project Contact: Kris Nonn
Kris@nolicdc.com

Project Site Location(s): 1) Castlewood Park
2) Various locations in Northside Neighborhoods

Property Owners: 1) LFUCG
2) Various residents of Northside Neighborhoods

Consulting Firm Contact: Eric Dawalt, P.E.
Ridgewater, LLC
908 Woodglen Court
Lexington, KY 40515
859-806-1089
ericdewaltr@gmail.com

Project Participants: NoLi CDC
North Limestone Neighborhood Association (NA)
Castlewood NA
Martin Luther King NA
Bluegrass Greensource
EcoGro
Town Branch Tree Experts
Lexington Community Radio

PROJECT PLAN ELEMENTS

After the LFUCG Grant Funded Stormwater Feasibility Study in 2012, the NoLi CDC is partnering with North Limestone, Castlewood and Martin Luther King Neighborhood Associations to administer the current project which consists of a "2016 North Limestone Sustainability Initiative (NLSI)." The NLSI is a plan to resolve storm water issues in the Northside Neighborhoods by implementing 4 project sub plans. Additional descriptions of the projects are listed in the *Supplemental Project Element Information* section of this document.

1. Castlewood Park Rain Garden: for water quality and quantity control. Rain garden to address stormwater runoff from Loudoun House. Educational tour/workshop and educational signage are also included.
2. North Limestone Canopy Enhancement: for water quality and quantity. Approximately 60 trees are anticipated to be planted. Educational packet will be provided to residents and maintenance for trees will be provided for 1 year.
3. Street Cleanup Events: for water quality. Six litter cleanup events are anticipated.
4. Stormwater Awareness Radio Campaign: for water quality and quantity education. Lexington Community Radio campaign created by high school students focused on Stormwater and Sustainability. Students will make presentations to elementary schools.

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 rain garden and trees shall be provided with the final report.

PERMANENT FACILITIES/INFRASTRUCTURE

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

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities for Class A Incentive Grant Projects* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance, or c) require the property owners on which the improvements reside to enter into the Agreement with LFUCG. It is anticipated the Castlewood Park Rain Garden element would be included in the maintenance agreement.

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.

ADDITIONAL GRANT STIPULATIONS

- a) Castlewood Park Rain Garden portion of project shall not begin until Grantee and LFUCG Parks and Recreation provide agreement about the installation of the rain garden and future maintenance responsibilities in writing. This shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- b) LFUCG funded "pedestrian bridge" cannot count toward Cost Share.

- c) Public Art needs to be related to Stormwater to be counted as Cost Share.
- d) The Organization shall provide a detailed plan for notification of residents about street tree responsibility prior to North Limestone Canopy Enhancement portion of the project. Residents receiving street trees shall acknowledge in writing their approval to participate and their understanding of the maintenance responsibilities. These acknowledgements shall be provided to the LFUCG Grant Manager.
- e) 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.

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)	January 2016
Rain Garden Design	January – February 2016
Rain Garden Public Review	March 2016
Rain Garden Signage Design	April 2016
Rain Garden Final Design & Signage Completed	May 2016
Rain Garden Construction	September – October 2016
Rain Garden Plantings, Signage and Completion	October – November 2016
Canopy Enhancement Site Assessment, Planning, Public Outreach and Coordination	January – March 2016
Canopy Enhancement Planting Days	March – May 2016; September – October 2016
Street Cleanup Events (six)	February – December 2016
Stormwater Awareness Radio Campaign launch	February 2016
Stormwater Awareness Radio Campaign	February – December 2016
Project Closeout	December 2016
Provide Project Final Report to LFUCG	January 2017 (30 days after project completion)
Final Payment (3% Retainer)	After acceptance of Project Final Report

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

Item #	Type of Expense	Participants	Item	Unit Price	Unit Division	Quantity	Funded by Organization	Funded by Grant	Total Expense
Project Element: Castlewood Park Rain Garden									
1	Demolition	EcoGro	Demolition of existing asphalt driveway	\$12,000.00	-	1		\$12,000.00	\$12,000.00
2	Build Out	EcoGro	BMPs, grading and turf area restoration	\$24,000.00	-	1		\$24,000.00	\$24,000.00
3	Savannah Establishment	EcoGro	Grasses (15,800 sqft)	\$1,800.00	sq. ft.	1	\$360.00	\$1,440.00	\$1,800.00
4	Savannah Establishment	EcoGro	Design, Events, Plans, & Permitting	\$12,000.00	-	1	\$1,000.00	\$11,000.00	\$12,000.00
5	Savannah Establishment	Town Branch Tree Services	Native large trees	\$100.00	per tree	14		\$1,400.00	\$1,400.00
6	Savannah Establishment	Town Branch Tree Services	Small / medium trees	\$100.00	per tree	4		\$400.00	\$400.00
7	Rain Garden	EcoGro	Plants	\$750.00	-	1		\$750.00	\$750.00
8	Rain Garden	EcoGro	Native large trees	\$100.00	per tree	6		\$600.00	\$600.00
9	Rain Garden	EcoGro	Small / medium trees	\$100.00	per tree	6		\$600.00	\$600.00
10	Rain Garden	EcoGro	Small / medium trees	\$100.00	per tree	6		\$600.00	\$600.00
11	Project Management	EcoGro	Project Management	\$288.00	-	1		\$288.00	\$288.00
12	Educational Programming	EcoGro	Educational Programming	\$216.10	-	2	\$432.20		\$432.20
13	Infrastructure	NoLi CDC	Benches	\$1,500.00	-	3	\$1,500.00	\$3,000.00	\$4,500.00
14	Grant Management	NoLi CDC	Project Coordination, Documentation, Stakeholder Engagement	\$2,500.00	-	1	\$1,500.00	\$1,000.00	\$2,500.00
15	Public Art Installation	NoLi CDC	Public Art	\$7,500.00	-	1	\$7,500.00		\$7,500.00
16	Design	Bullhorn Creative	Educational/Promotional Material Design and Printing	\$150.00	per hour	6		\$900.00	\$900.00
17	Design	Bullhorn Creative	In Kind: Educational/Promotional Material Design and Printing	\$17.93	per hour	20	\$358.60		\$358.60
18	Volunteer Hours	Castlewood & North Lime Neighborhood Associations	Planting (Assume 25 people for 10 hours over two days)	\$7.25	per hour	250	\$1,812.50		\$1,812.50
19	Volunteer Hours	Castlewood & North Lime Neighborhood Associations	Advertising/Posting	\$7.25	per hour	15	\$108.75		\$108.75
20	Project Management	Castlewood & North Lime Neighborhood Associations	Volunteer Coordination	\$750.00	-	1	\$500.00	\$250.00	\$750.00
Subtotals: Castlewood Park Rain Garden							\$15,072.05	\$57,628.00	\$72,700.05
Project Element: North Limestone Canopy Enhancement									
21	Grant Management	NoLi CDC	Project Coordination, Volunteer Coordination, Documentation, Stakeholder Engagement	\$4,500.00	-	1	\$1,500.00	\$3,000.00	\$4,500.00
22	Consulting Fees	Town Branch Tree Services	Initial Tree Site Evaluation & Selection	\$21.62	per hour	60	\$1,297.20		\$1,297.20
23	Project Management	NoLi CDC	City Coordination (assuming .25 hour per residence)	\$36.74	per hour	33		\$1,212.42	\$1,212.42
24	Consulting Fees	NoLi CDC	Stakeholder Engagement (assuming .25 hour per residence)	\$36.74	per hour	30	\$1,102.20		\$1,102.20
25	Volunteer Hours	Northside Neighborhood Associations	Stakeholder Engagement (assuming .25 hour per residence)	\$7.25	per hour	240	\$1,740.00		\$1,740.00
26	Materials	Town Branch Tree Services	Trees	\$100.00	per tree	60		\$6,000.00	\$6,000.00
27	Volunteer Hours	Northside Neighborhood Associations	Advertising/Posting	\$7.25	per hour	15	\$108.75		\$108.75
28	Consulting Fees	Town Branch Tree Services	Overseeing Planting	\$75.00	per tree	60		\$4,500.00	\$4,500.00
29	Volunteer Hours	Northside Neighborhood Associations	Tree Plantings (assuming 2 people, 1 hour per tree)	\$7.25	per hour	120	\$870.00		\$870.00
30	Maintenance	Town Branch Tree Services	1 year maintenance	\$100.00	per tree	60		\$6,000.00	\$6,000.00
31	Maintenance	Town Branch Tree Services	Misc. Service	\$22.66	-	1		\$22.66	\$22.66
Subtotals: North Limestone Canopy Enhancement							\$6,618.15	\$20,712.42	\$27,330.57
Project Element: Litter Cleanup Events									
32	Volunteer Hours	Northside Neighborhood Associations	Advertising/Posting	\$7.25	per hour	30	\$217.50		\$217.50
33	Volunteer Hours	Northside Neighborhood Associations	Anti-Litter Events (assuming 3 events, 10 people per event, each event 5 hours)	\$7.25	per hour	150	\$1,087.50		\$1,087.50
34	Printing	NoLi CDC	Posters	\$250.00	-	1		\$250.00	\$250.00
35	Grant Management	NoLi CDC	Project Coordination, Volunteer Coordination, Documentation, Stakeholder Engagement	\$2,500.00	-	1	\$1,500.00	\$1,000.00	\$2,500.00
36	Materials	Bluegrass Greensource	Litter Cleanup Events (6 events, assuming \$500 per event)	\$500.00	per event	6		\$3,000.00	\$3,000.00
37	Consulting Fees	Bluegrass Greensource	Litter Cleanup Events (6 events, assuming 8 hours per event)	\$55.00	per hour	48		\$2,640.00	\$2,640.00
Subtotals: Litter Cleanup Events							\$2,805.00	\$6,890.00	\$9,695.00
Project Element: Storm Water Radio Outreach									
38	Underwriting	LCR	Underwriting	\$15.75	per half-minute	200		\$3,150.00	\$3,150.00
39	Research	LCR	Research & Communications	\$36.74	per hour	25		\$918.50	\$918.50
40	Volunteer Hours	LCR	Work with Students & Programming	\$7.25	per hour	50	\$362.50		\$362.50
41	Grant Management	LCR	Project Coordination, Volunteer Coordination, Documentation, Stakeholder Engagement	\$2,000.00	-	1	\$1,000.00	\$1,000.00	\$2,000.00
42	Grant Management	NoLi CDC	Project Coordination, Volunteer Coordination, Documentation, Stakeholder Engagement	\$2,000.00	-	1	\$1,000.00	\$1,000.00	\$2,000.00
Subtotals: Storm Water Radio Outreach							\$2,362.50	\$6,068.50	\$8,431.00
TOTAL PROJECT BUDGET:							\$26,857.70	\$91,298.92	\$118,156.62
50							ORGANIZATION SHARE	GRANT SHARE	
51							22.73%	77.27%	
52									
53									
54	* Note: Organization share must be 20% of total project costs.								

SUPPLEMENTAL PROJECT ELEMENT INFORMATION (from Application)

- 1. Castlewood Park Rain Garden (Project Lead: Russ Turpin of EcoGro):** Castlewood Park was identified as an essential stormwater project in the LFUCG funded stormwater feasibility study in 2012. The primary function of the rain garden will be to use amended soils and native Kentucky plants to slow stormwater runoff from the Loudoun House, filter non-point source pollutants, and recharge groundwater supplies. EcoGro estimates that 111,330 gallons of stormwater will be saved by the rain garden from Lexington's infrastructure annually. The secondary function will be to develop a unique facility to support community education, awareness, and engagement for stormwater related efforts. A step-by-step plan includes the following:

 - a. EcoGro will analyze and potentially modify the design created by LFUCG's Division of Parks and Recreation after seeking input from the North Limestone and Castlewood Neighborhood Associations to ensure sustainability for current and proposed land uses as well as long-term sustainability and maintenance. The design will also be made available to the Cane Run Watershed Council for input and feedback.
 - b. After the public review process, the design will be tweaked (if necessary) and displayed for the public on the NoLi CDC website, signage at the Loudoun House, and through social media channels. This will give the community an opportunity to see how their input impacted the final design.
 - c. EcoGro will handle implementation of the garden.
 - d. During installation, project partners will host an educational rain garden tour/workshop to demonstrate techniques for stormwater BMP design and construction. There will be opportunities for community participation in the construction of the rain garden.
 - e. After installation, EcoGro and the NoLi CDC, will work with Bullhorn Creative and the LFUCG Div. of Parks and Recreation to design signage that will be placed at the site that will explain the significance the garden has to the ecology and sustainability of the park. It will also explain what a rain garden is and will identify various plants that are in the garden.

- 2. North Limestone Canopy Enhancement (Project Lead: Sara Hesley of Town Branch Tree Experts):** The primary function of this project element is to significantly reduce the lack of tree canopies covering roadways in the Northside Neighborhoods. It is expected that 60 trees will be planted as a part of this project, which relates to approximately 272,220 gallons of captured rainwater annually in the tree canopies. For this project Town Branch Tree Experts will plant street trees on Devonia Locust, Griffin Alley, Blue Grass Avenue, Rosemary Avenue, Withers Avenue, Paris Avenue, and various streets in the Martin Luther King Neighborhood in a step by step plan that includes the following:

 - a. Town Branch Tree Experts will conduct site assessments for the above mentioned streets and determine which lots on these streets would have the largest impact on the neighborhood's stormwater issues.
 - b. NoLi CDC and Town Branch Tree Experts will coordinate with city officials to determine which lots are permissible for planting to avoid future damage to trees in scheduled streetscape work.
 - c. Once the proposed lots are determined, Town Branch and the NoLi CDC will reach out to residents and property owners to determine if they want trees planted in front of their properties.
 - d. After the outreach phase is completed, Town Branch will determine what species of tree would be best for these properties and trees will be purchased from a local nursery.
 - e. The NoLi CDC will publicly advertise a tree planting day for each street and inform residents and homeowners about the day of planting.
 - f. The NoLi CDC and Bullhorn Creative will design an informational packet (with input from Town Branch Tree Experts) about each tree variety and the care needs for that tree. The packets will be printed and distributed to the residents.
 - g. The proposed streets will be divided into three groups according to geographic location and tree planting density and the plantings will happen on four separate days.

- h. At each tree planting day, Town Branch Tree Experts will lead demonstrations in how to properly plant trees. Volunteers will plant the trees with Town Branch Tree Experts overseeing the planting to ensure that they are installed to ANSI A300 Standards.
 - i. Town Branch Tree Experts will provide maintenance for the trees for one year following the tree plantings.
3. **Street Cleanup Events (Project Leads: Richard Young of NoLi CDC and Bluegrass Greensource):** This project element focuses on reducing the amount of trash that enters the city's stormwater system. This will provide continual support for bi-monthly trash cleanup events in a step by step plan that includes the following:
- a. The NoLi CDC would plan six litter cleanup events, in conjunction with Northside NA and Bluegrass Greensource, to remove litter from the North Limestone corridor, Loudon Ave., Sixth Street, and other major streets and substreets in the Northside neighborhoods identified through the survey.
 - b. The NoLi CDC will work with Bluegrass Greensource to provide materials for the cleanup events, including compostable bags, "grabbers", gloves, and more.
4. **Stormwater Awareness Radio Campaign (Project Lead: Delia Gibbs of Lexington Community Radio (LCR)):** LCR (WLXL and WLXU) and NoLi CDC will work with FCPS students at STEAM, Bryan Station HS, Lafayette HS and any other interested high schools to produce ten 10-minute "Stormwater and Sustainability" mini-programs to be recorded and aired in English and Spanish on the City's two new low power FM radio stations.

As part of the program, which can be offered for academic credit, the students will learn and execute best practices in digital media writing, recording and production, as well as journalistic/documentary accuracy and research while learning and engaging with the physical science, cultural topics and social engagement of "Stormwater and Sustainability" in our watershed, which includes the urban Town Branch.

Students will learn to research, write, report, voice and edit audio and photo stories with graphics, interviewing, citing and sourcing neighborhood residents, stakeholders, state and federal geographic and environmental information and experts in sustainability, health and safety. Students will also learn public speaking and presentation skills, as they will be asked to make presentations to students at William Wells Brown Elementary School and Arlington Elementary School (in English and Spanish) at grade-appropriate information levels.

LCR will be used as a platform to educate our community about stormwater quality issues and work that local sustainability organizations (i.e. Bluegrass Greensource, Seedleaf, and FCPS groups like the Bluegrass Youth Sustainability Council and FCPS high school Green Teams) are doing.

Topics will include (but not limited to):

- a. Stormwater drainage mitigation (i.e. planting native plants in soggy soil)
- b. Stormwater drain mural projects
- c. Rain barrels and how they work; how to connect with local organizations that install them
- d. Dangers to the watershed in using storm drains as disposals, garbage can and ashtrays
- e. Structure of the local watershed and how its functions and health work with local agricultural, commercial and residential stakeholders

Stormwater Quality Projects Incentive Grant Program

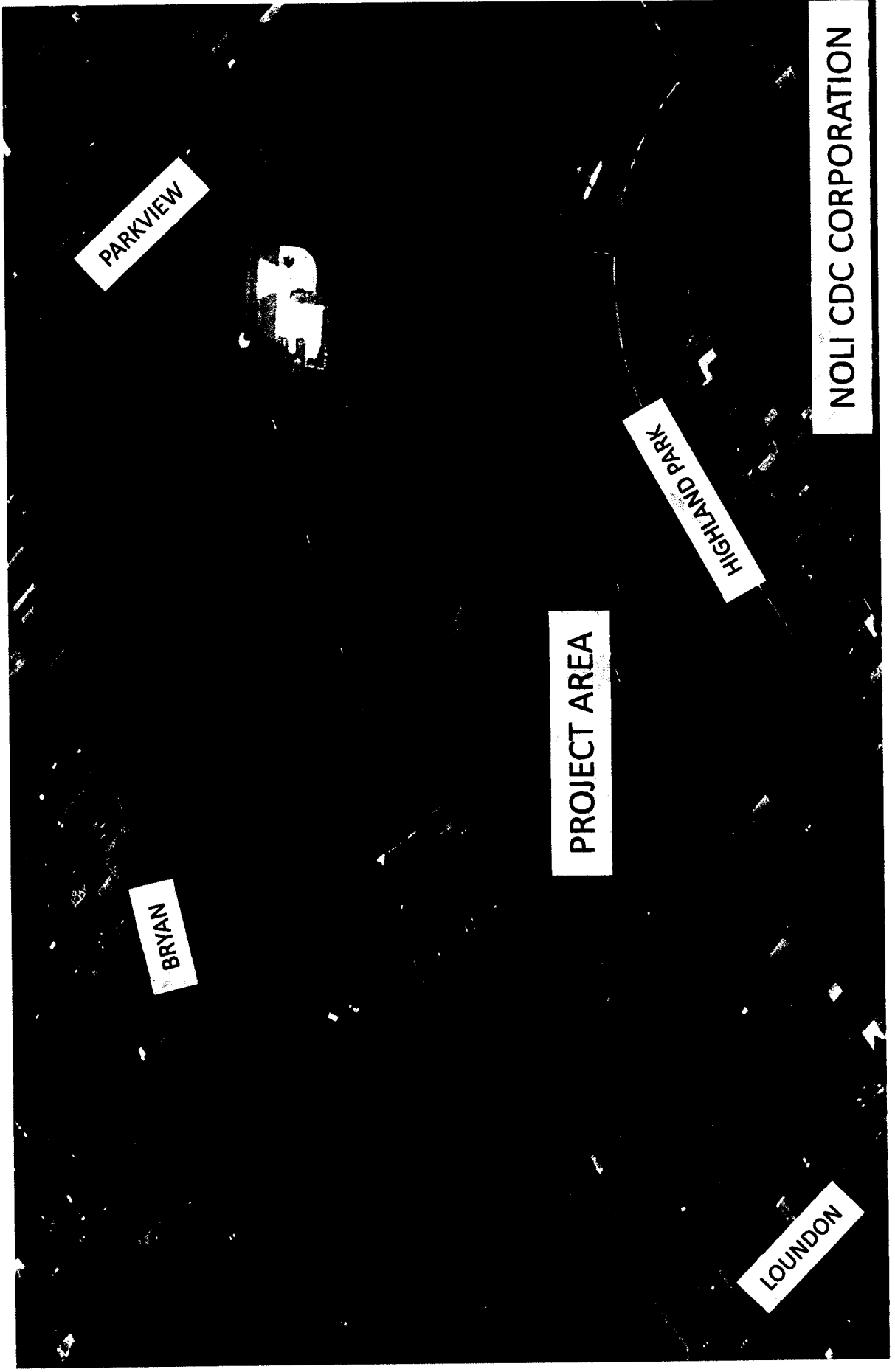


EXHIBIT B

ATTACHMENT B TO FY2016 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 provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report 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

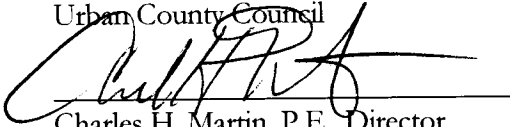


Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS & ENVIRONMENTAL QUALITY

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: February 10, 2016

SUBJECT: Recommendation for a FY16 (Class A) Stormwater Quality Projects Incentive Grant for NoLi CDC Corporation (North Limestone Community Development Corporation)

Request

The purpose of this memorandum is to request Council authorization to execute an agreement awarding a FY16 (Class A) Stormwater Quality Projects Incentive Grant to NoLi CDC Corporation (North Limestone Community Development Corporation) in the amount of \$91,393.30.

Purpose of Request

Grant provides funds to support the 2016 North Limestone Sustainability Initiative (NLSI). The NLSI is a plan to resolve storm water issues in the Northside Neighborhoods by implementing 4 project sub plans and improving the areas water quality. The project elements a rain garden, canopy enhancement, street clean-up events, a Stormwater Awareness Radio Campaign, educational tours/workshops, and educational signage.

Project Cost in FY16 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$91,298.92 and will be fully spent by FY18.

Are Funds Budgeted

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

Martin/Hoskins-Squier