GRANT AWARD AGREEMENT

Fiscal Year 2020 Class B Infrastructure Incentive Grant Program

THIS	AGREEMENT,	made	and	entered	into	on	the			day	of
	, 20, by	and be	tween	the LEXI	NGTO	N-F	AYET	TE UF	RBAN	COU	UN-
TY GOVERN	MENT (LFUCG),	an urbar	1 count	ty governn	nent of	the (Comm	onwealt	h of k	Centuc	cky,
pursuant to K	RS Chapter 67A (h	ereinaft	er "Go	overnment	:"), on	beha	lf of	its Div	ision	of W	ater
Quality, and I	UNITARIAN UNI	VERSA	LIST	CHURC	н он	LE	XING	STON,	3564	CLA	YS
MILL ROAD,	LEXINGTON, KEN	TUCK	Y 4050)3 (hereina	after "C	rante	e" and	d "Prope	ertv O	wner'	").

WITNESSETH:

WHEREAS, the Grantee is an association of documented 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's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; 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; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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 \$\frac{\\$\\$29,236.00}\$ (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes analysis of stormwater control infrastructure at the following site location(s): 3564 CLAYS MILL ROAD, LEXINGTON, KENTUCKY 40503 currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals 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 LFUCG.
- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals etc. in a timely manner and prior to start of construction. (N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Set of all final design calculations;
 - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
 - Set of final specifications and bidding documents (if applicable);
 - Final detailed engineer's construction cost estimate including quantities;
 - All required permit submittals and approvals;
 - 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.

(N/A to Feasibility Only Grants)

- (c) At the end of the Construction Phase, the following five deliverables shall be provided:
 - Summary of final construction costs and quantities;
 - Copies of all federal, state, and local permits 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;
 - Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant.

(N/A to Feasibility Only Grants)

- (7) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager des-

ignated by the Director of the Division of Water Quality for the project. Each 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 these 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. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (e.g. calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
- (c) 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 Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
- (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
- (e) Should the Government's Incentive Grant 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 management of the project, the Division of Water Quality shall notify the Grantee, 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 (20) herein below.
- (8) 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 (20) herein below.
- (9) The Grantee agrees to complete the project phase(s) (i.e. Feasibility) outlined herein within 15 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

- (11) The Grantee understands that the Grant amount 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.
- (12) The Grantee asserts that it 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 Housing 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 notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant" (Attachment B). (N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral 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.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) 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.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein. (N/A to Feasibility Only Grants)
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B. (N/A to Feasibility Only Grants)
- (19) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the

time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B. (N/A to Feasibility Only Grants)

- (20) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner 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; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design
- (21) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (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's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, 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 Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

	BY:							
ATTEST:	LINDA GORTON, MAYOR							
CLERK, URBAN COUNTY COUNCIL	_							
GRANTEE ORGANIZATION								
AND PROPERTY OWNER:	UNITARIAN UNIVERSALIST CHURCH OF							
	LEXINGTON							
	3564 CLAYS MILL ROAD							
1 2 20 1	LEXINGTON, KENTUCKY 40503							
By Board member	BY: 6 CCIUM OC VULL							
NAME: SUSAM L. COLIN	NAME: Rev. Bran Chenery							
TITLE : Past President	TITLE: MINISTER							
and on behalf of Uniterior United and On behalf of United	bscribed, sworn to and acknowledged before me by It as the duly authorized representative for Scrsalist Church of dexingtoron this the 121/2024 NOTARY PUBLIC							
FAITH Z. EVANS NOTARY PUBLIC STATE AT LARGE - KENTUCKY ID # KYNP1078 MY COMMISSION EXPIRES JANUARY 21, 2024 TOR SUSAN L. COM	FAITH Z. EVANS NOTARY PUBLIC STATE AT LARGE - KENTUCKY ID # KYNP1078 MY COMMISSION EXPIRES JANUARY 21, 2024 FOR BEICH Chenousely C16-791-116 XY C16-791-116 DL# exp. 8/16/2020							
LY CQ5-310-22								
DL# BR. 101/17/2023								

ATTACHMENT A to the GRANT AWARD AGREEMENT

between Lexington-Fayette Urban County Government (LFUCG) and Unitarian Universalist Church of Lexington (UUCL)

GRANT PROGRAM FY2020 Stormwater Quality Projects Incentive Grant Program Class B Infrastructure Project [FEASIBILITY ONLY]

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality
- Feasibility Only

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:

Unitarian Universalist Church of Lexington (UUCL)

3564 Clays Mill Road Lexington, KY 40503 KY Organization #0149845

Primary Project Contact:

Susan Cohn, Board of Directors

859-221-0951 (phone)

SLCohn@yahoo.com (email)

Secondary Project Contact Brian Chenoweth

& Project Manager:

630-877-5371 (phone)

minister@uucl.org (email)

Project Site Location &

Unitarian Universalist Church of Lexington

Property Owner:

3564 Clays Mill Road Lexington, KY 40503 Parcel #94016140

Design Professional Firm:

Earthcycle Design, LLC 3168 Arrowhead Drive Lexington, KY 40503 859-221-9067 (phone)

Scott Southall, LA (Landscape Architect of Record)

bsouthall@ecdsite.com (email)

PROJECT PLAN ELEMENTS

The goal of the Unitarian Universalist Church of Lexington Feasibility Study is to evaluate a series of Best Management Practices (BMPs) and land use alternatives focusing on stormwater management and water quality improvements, including the development of preliminary costs for implementing the BMPs at 3564 Clays Mill Road (7.55 acre site). UUCL wants to make the changes to their campus that will have a great impact on the local environment, conform to LFUCG stormwater standards to the maximum extent practicable, and allow the church to utilize their campus as a learning tool and spiritual environment in the midst of the land's natural beauty.

Project Elements

- A. BMP Candidates: The project will evaluate the feasibility of various water quality and quantity controls. Potential candidates for evaluation at the project site include rain gardens, wetlands, vegetated swales, a green roof, and rainwater harvesting, as well as other features capable of detaining and filtering the Water Quality Volume (WQV), as defined by LFUCG's Stormwater Manual. In addition, permeable pavement, bioretention, reforestation, and riparian buffers will be considered as part of this study.
- B. Final Feasibility Report: The results of the Feasibility Study will be presented in a final report that will include:

- A list of BMPs that are determined to be effective and suitable for installation on the church's property. The BMP options will be prioritized for implementation according to input from project collaborators.
- A Stormwater BMP Master Plan of the Unitarian Universalist Church of Lexington.
 will show proposed BMP locations, the area draining to each BMP, and each BMP's discharge location.
- Design and construction cost estimates.
- Special design and construction conditions such as necessary permits needed, etc.
- The estimated pollutant removal effectiveness of each BMP selected
- Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application
- C. <u>Educational Opportunities</u>: UUCL will educate its congregation and other religious groups about the findings from the Feasibility Study, as follows:
 - Open Houses and/or Workshops: UUCL will host a series of open houses and/or workshops for religious groups in and around Lexington, sharing their experiences and providing information about the project. UUCL will work with other religious organizations such as Interfaith Power and Light to provide education and workshop opportunities. They will provide information on the UUCL website about the project and its resulting impacts to the environment.
 - The Sustainable SITES designation will allow UUCL to be a model for institutions of faith to demonstrate environmental stewardship in keeping with their convictions and will allow for UUCL to serve as a paradigm of a sustainable site for other places of faith. The resulting land development plans from the Feasibility Study will provide a site master plan that incorporates state-of-the-art demonstrations in stormwater control, urban pollinator enhancement, green lawn care, native plantings, and urban tree care, among others. This Feasibility Study will allow UUCL to move forward with a solid pathway toward making their campus as sustainable as possible, demonstrating the process of undertaking a Sustainable SITES Initiative designation for other faith-based communities to learn from, and showcasing a commitment to sustainability.
 - Outreach to Other Organizations and Groups: UUCL will expand its outreach with UUA Green Sanctuary Congregation and Lexington's Green Check Program through partnerships with Interfaith Power and Light (https://www.interfaithpowerandlight.org/) and Neighbors United for South Elkhorn Creek (http://www.southelkhorn.org/) to promote their campus wide sustainability initiatives.

REPORTING REQUIREMENTS

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

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

PERMANENT FACILITIES / INFRASTRUCTURE

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

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project: N/A

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 shall 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 - PROJECT SCHEDULE

Activity	Anticipated Date(s) June 2020					
Purchase Order / Notice-to-Proceed						
Partners begin meeting monthly through design process	July 2020					
Feasibility design charrette with community stakeholders	September 2020					
Feasibility study process is completed and reviewed by UUCL and LFUCG	October 2020 – January 2021					
Press conference showcasing feasibility study and campus master plan	Spring 2021					
Project Closeout / Final Report Submitted to LFUCG	April 2021					

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice-to-Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share.

The project budget is broken into the following components:

Feasibility Phase: \$29,326.00 Total Grant Share (not to exceed)

\$ 7,332.00 Estimated Cost Share \$ 36,568.00 Est. Total Project Cost

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

Additional detail is provided in Figure 2 (from the Application Document).

TABLE 2 - PROJECT ELIGIBLE EXPENSES

	Type of Expense			Unit Price Quantity			Funded by Organization		Funded by Grant		Total Expense		
Construction Costs													
2	Feasibility Study	Various	Feasibility Study components (Grant Funded)	\$	29,236.00	Lump Sum	1.0	\$	-	\$	29,326.40	\$	29,326.40
2	Feasibility Study	Various	Feasibility Study components (Organization Funded)	\$	7,332.00	Lump Sum	1.0	\$	7,331.60	\$	3	\$	7,331.60
5				Ů.	1	OTAL PROJE	CT BUDGET:	\$	7,331.60	\$	29,326.40	s	36,658.00
6 7 8								ORG	ANEATON SHARE 20.0%		GRANT SHARE 80.0%		2 2,000100

FIGURE 1 - SITE MAP (FROM APPLICATION)



FIGURE 2 – UUCL FEASIBILITY STUDY DESIGN BUDGET (FROM APPLICATION)

