

GRANT AWARD AGREEMENT

Fiscal Year 2019 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, 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 **THE VILLAGE AT RABBIT RUN CONDO ASSOCIATION, INC., 145 ROSE STREET, LEXINGTON, KY 40507** (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 **\$22,140.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
 - (f) The Government shall release payment of the final 3% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 18 months

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

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

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

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

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____

MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

**Grantee Organization: THE VILLAGE AT RABBIT RUN CONDO
ASSOCIATION, INC.
145 ROSE STREET
LEXINGTON, KY 40507**

BY: *Dave Sevigny*

NAME: *Dave Sevigny*

TITLE: *Secretary - VRR*

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Dave Sevigny* , as the duly authorized representative for and on behalf of *VRR* , on this the 10 day of October , 20 18 .

My commission expires: 04/14/2022 .

 Shana Watson
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT between LFUCG and
The Village at Rabbit Run Condo Association, Inc. (VRR)

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

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: **The Village at Rabbit Run Condo Association, Inc.**
145 Rose St.
Lexington, KY 40507
KY Organization #: 0642013



Organization President: **Patrick O'Brien**
859-699-0232
pjobrien@msn.com

Primary Project Contact: **Dave Sevigny**
& Project Manager 859-312-5157
thekydude@gmail.com

Secondary Project Contact **Charlie Haygood**
& Ass. Project Manager 804-873-2937 (phone)
chaygood37@gmail.com (email)

Potentially Affected
Property Owners/Sites
(at time of application): Village of Rabbit Run Clubhouse
3430 Rabbit Foot Trail
Lexington, KY 40503

Design Engineering Firm: None

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 3430 Rabbit Foot Trail, Lexington, KY 40503 . No other property or Right-of-Way shall be disturbed without the written permission from the property owners and/or LFUCG.

To help reduce stormwater runoff in the VRR area, the project involves the planting of trees and shrubs at a detention area on site, rain barrel installation pilot project, and invasive and honeysuckle plant removal. The project also encompasses stormwater education.

The following project elements are proposed to improve water quality in the area of 3430 Rabbit Foot Trail.

- A. Tree and shrub plantings at a detention area: The area of land that is currently a multilevel flood detention (approximately 7 acres) is ideal to plant many water loving trees. The area was once filled and wooded, but developers removed most of the native vegetation from this area of our property. Currently, there is mostly grass in a large 5 acres portion of the detention area. During storms, this area serves as a dammed water detention area and the water slowly makes its way to the 2-3 subsequent detention areas on the property. The VRR Condo Association would like to plant a large # of native species of trees or shrubs that will thrive in this wet area to absorb water and send less downstream.

- B. Rain barrel installations: The VRR has 120 units under roof, and quite a lot of impervious pavement, concrete driveways, and roadways. Currently, approximately 3 gutters on each unit are attached to drain tile which feed directly into the storm water system on all 120 units. Organization to pilot a project at the clubhouse and/or a few of the units that utilize rain barrels as a means of diverting the building runoff to irrigation around the buildings.
- C. Invasive and honeysuckle removal: Throughout and along the border of the detention area and subsequent stream, honeysuckle and other invasive species thrive. Removal of invasive species to provide for easier cleanup and maintenance of our existing storm water infrastructure.
- D. Stormwater education: Host a workshop that highlights the project elements, as well as, how to use and maintain rain barrels.

REPORTING REQUIREMENTS

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

- The Organization shall provide written authorizations for private property access (including LFUCG Parks) to the LFUCG Grant Manager prior to work on any area for which they are required. Work associated with this project shall not begin until Grantee and LFUCG Parks and Recreation provide agreement regarding any work and future maintenance responsibilities in writing. This shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

EDUCATIONAL OPPORTUNITIES

- Education – Host a workshop that highlights the project elements, as well as, how to use and maintain rain barrels. If successful, the plan is to apply for a FY2020 grant to expand the footprint of rain barrels to up to 120 units.

PERMANENT FACILITIES/INFRASTRUCTURE

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

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

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Grant Application	May 11, 2018
Grant Award	Jan 1, 2019
Bids documents for planting of trees in detention area	Feb 1, 2019
Bid award	Mar 1, 2019
Tree planting	Apr 1, 2019
Order and install rain barrels at clubhouse	Feb 1, 2019
Educational event for homeowners and signup for rain barrels	Mar 1-May 1, 2019
Remove honeysuckle/Invasives	April/May/June, 2019

ADDITIONAL GRANT STIPULATIONS

1. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10’ of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
2. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
3. Applicant shall not install any trees on the detention embankment.
4. Grant applicant shall verify the need and ensure all permits are received (i.e. FEMA, Army Corp, DOW, etc.) prior to any bank stabilization work.
5. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 22.9% cost share offered in the application (Approximately \$6,594.00).
6. A Rain Barrel Operations and Maintenance Plan shall be provided at the conclusion of the project.
7. Applicant shall contact the Grant Manager and/or LFUCG Division of Water Quality Basin Inspector prior to any work being done in detention areas.
8. Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

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

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

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

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

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1 Project Element: Initial Treatment & Removal of Invasive Species [approx 1 acre]									
2	Contracted honeysuckle removal from zone	Bids	Cutting and ; piling honeysuckle; herbicide application to stumps	\$ 6,000.00 per acre	0.1	\$ 600.00	\$ -	\$ 600.00	
3	Contracted honeysuckle removal from zone	Bids	Cutting and ; piling honeysuckle; herbicide application to stumps	\$ 6,000.00 per acre	0.4	\$ -	\$ 2,400.00	\$ 2,400.00	
4	Invasive control and maintenance	Bids	Treat and remove resprouts in previously cleared areas	\$ 1,750.00 per acre	0.1	\$ 175.00	\$ -	\$ 175.00	
5	Invasive control and maintenance	Bids	Treat and remove resprouts in previously cleared areas	\$ 1,750.00 per acre	0.4	\$ -	\$ 700.00	\$ 700.00	
6	Supplies and Materials	Bids	Landscaping supplies, mulch, volunteer support materials	\$ 1,000.00 Per project	0.2	\$ 200.00	\$ -	\$ 200.00	
7	Supplies and Materials	Bids	Landscaping supplies, mulch, volunteer support materials	\$ 1,000.00 Per project	0.8	\$ -	\$ 800.00	\$ 800.00	
8	Native Plant Materials for water absorption and erosion control	Bids	Establishment and installation including materials of 2"+native, non invasive water loving trees or shrubs	\$ 400.00 per unit	10	\$ 4,000.00	\$ -	\$ 4,000.00	
9	Native Plant Materials for water absorption and erosion control	Bids	Establishment and installation including materials of 2"+native, non invasive water loving trees or shrubs	\$ 400.00 per unit	40	\$ -	\$ 16,000.00	\$ 16,000.00	
10	Supplies and Materials	VRR	Rainbarrels and integrated gutter installation	\$ 350.00 Per barrel	1.6	\$ 560.00	\$ -	\$ 560.00	
11	Supplies and Materials	VRR	Rainbarrels and integrated gutter installation	\$ 350.00 Per barrel	6.4	\$ -	\$ 2,240.00	\$ 2,240.00	
12	Signage	VRR	No Mow Zone Boundary Markers, Stickers and polls, street sign	\$ 50.00 EA	10	\$ 500.00	\$ -	\$ 500.00	
13	Supplies and Materials	VRR	Advertising for event: 120 single page floyers - black & white	\$ 0.07 per flyer	240	\$ 16.80	\$ -	\$ 16.80	
14	Project Management	VRR Residents- Joye Smith, Charlie haygood, Dave Sevigny	Grant Accounting, Purchasing, Financial Administration, Education events, vendor management	\$ 13.56 per hour	40	\$ 542.40	\$ -	\$ 542.40	
15						TOTAL PROJECT BUDGET:	\$ 6,594.20	\$ 22,140.00	\$ 28,734.20
16							ORGANIZATION	GRANT	
17							SHARE	SHARE	
18							22.9%	77.1%	

COST SHARE % = 22.95% OK
MUST BE > 20%

FIGURE 1 – PROJECT AREA AT THE VILLAGE AT RABBIT RUN CONDO ASSOCIATION, INC. (FROM APPLICATION)

