

ATCC-GGK-YUK

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF KENTUCKY ARMY ROTC

AND

THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PARKS AND RECREATION
DEPARTMENT

SUBJECT: University of Kentucky Army ROTC Usage of Hisle Farm Park

1. Purpose. This Memorandum of Understanding (MOU) is entered into by the Parties, University of Kentucky Army ROTC (UK Army ROTC) and Lexington-Fayette Urban County Government (LFUCG)). This MOU is provided to authorize, establish, and define a mutual understanding between the Parties regarding the use of Hisle Farm Park for ROTC training.

2. BACKGROUND: The UK Army ROTC conducts its leadership lab and military training at Hisle Farm Park during the academic year, in order to prepare cadets as future Army officers. The Hisle Farm Park serves as the primary classroom location to support American Military Science 250 and 350 UK courses.

3. GOALS:

a. Establish an enduring relationship for the mutual benefit of both UK Army ROTC and LFUCG.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The UK Army ROTC:

4.1.1. Will hold safety as the number one priority for all training participants and others using the park during trainings.

4.1.2. Will be responsible for all funding required to conduct the training at the park. The UK Army ROTC will not pay LFUCG for use of the park.

4.1.3. Will not hold LFUCG liable for injury or claims of Army ROTC personnel arising from their participation in the trainings at the park in accordance with Kentucky Revised Statute (KRS) 411.190.

4.1.4. Will adhere to all rules and regulations posted at Hisle Farm Park.

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4.1.5. Will coordinate and arrange for all non-routine training at the park well in advance of the training date. Routine training and academic instruction is conducted at Hisle Park during the academic semester on Wednesdays from 3:30pm to 5:30pm.

4.1.6. Will use safe training aids, including rubber rifles that do not have the ability to discharge any kind of ammunition.

4.1.7. Will provide 40 man-hours of volunteer assistance at Hisle Park on a mutually agreed upon date(s) that does not conflict with academic requirements.

4.1.8. Will maintain the land navigation course, consisting of 36 metal fence posts with a numbered marker.

4.2. The LFUCG Division of Parks and Recreation:

4.2.1. Will provide access to Hisle Farm Park during normal hours for official UK Army ROTC training.

4.2.2. Will not charge the UK Army ROTC for use of the Hisle Farm Park for training.

4.2.3. Will consider and approve reasonable UK Army ROTC requests to conduct training at the park outside of the normal park hours.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the UK Army ROTC

6.1.1.1 Primary: Captain Travis Fugate at travis.fugate@uky.edu

6.1.1.2. Alternate: Captain Jared Harrelson at jha280@uky.edu

6.1.2. For the LFUCG Division of Parks and Recreation

6.1.2.1. Primary: Jennifer Hubbard-Sanchez, jsanchez@lexingtonky.gov

6.1.2.2. Alternate: Chris Cooperrider, ccooperrider@lexingtonky.gov

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the UK Army ROTC to

6.2.1. 101 Barker Hall Lexington, KY 40506. allen.back@uky.edu and, if to the Division of Parks and Recreation to:

6.2.2. 469 Parkway Drive, Lexington, KY 40503 and jsanchez@lexingtonky.gov and ccooperrider@lexingtonky.gov

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6.3. COMMITMENT OF FUNDS: This MOU does not document nor provide for the exchange of funds between the Parties nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: MOU takes effect on the day after the last Party signs.


6.10. EXPIRATION DATE: This MOU expires on 01 January 2025.

APPROVED:

FOR THE UK Army ROTC

FOR THE

Lexington-Fayette Urban County Government





KYLE R. YATES
LTC, SC
Professor of Military Science

2/26/2021
(Date)

3/19/2021
(Date)

KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and WALNUT HILL CLUB AT CHILESBURG OWNERS ASSOCIATION, INC., 145 ROSE STREET, LEXINGTON, KENTUCKY 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 **\$98,400.00** (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.

penses, 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. Each *Request for Funds* shall include a minimum of 10% cost share. 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.

- 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 Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grants*" 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 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-

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 costs.

- (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: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Sommer
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: WALNUT HILL CLUB AT CHILESBURG OWNERS ASSOCIATION, INC.

145 ROSE STREET
LEXINGTON, KY 40507


BY: James A. Page
NAME: JAMES A. PAGE
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by James A. Page, as the duly authorized representative for and on behalf of WALNUT HILL CLUB, on this the 13th day of February, 2021

My commission expires: 11/05/2023

James Dawson Henderson
NOTARY PUBLIC
Notary ID: 634547

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:  Walnut Hill Club at Chilesburg Owners Association, Inc.
145 Rose Street
Lexington, KY 40507
KY Organization #0626763

**Organization President
And Primary Project
Contact:** Peter Gerdom
513-623-6463 (phone)
petergerdom@gmail.com (email)

Secondary Project Contact: Al Page
270-832-4674(phone)
aljerrie@gmail.com (email)

Project Site Location(s): 4001 Castlebridge Lane
Lexington, Kentucky 40509
Parcel(s) #38215190 and #38215590

Property Owner(s): Walnut Hill Club at Chilesburg Owners Association, Inc.
145 Rose Street
Lexington, KY 40507

Design Engineering Firm: Bell Engineering
2480 Fortune Drive, Suite 350
Lexington, KY 40509
859-278-5412 (phone)
Jonathan Rehner (Engineer of Record and Project Manager)
jrehner@hkbell.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 4001 Castlebridge Lane, Lexington, KY 40509 as shown on Figure 1 – Map of Project Area. No other property or right-of-way shall be disturbed without the written permission.

The objective of this project is to improve water quality by remediating drainage and scouring issues at the existing drainage swale that conveys runoff from a culvert in an open field across Chilesburg Road and along the back side of the homes along Castlebridge Lane and Lorenzo Place. The swale empties into a reservoir near the dead end of Lorenzo Place. The drainage area covers approximate 16 acres. See Figure 1

- A. Silt Removal – Remove excess silt from the piping, and cut back the overgrown vegetation as needed. Articulated concrete blocks will be installed immediately downstream of the headwall to account for the high velocities at the discharge of the pipe.
- B. Redefine the Existing Drainage Swale (at the upper portion) – The proposed project will take the existing V-shape grass swale and convert it to a trapezoidal shape swale with a dry creek rock bottom. The proposed trapezoidal swale will be sized to maintain most rainfall events within the bottom channel, with the ability to carry the larger events within the side slopes.

- alignment paired with the rock channel will slow down runoff, thus reducing the peak flow.
- C. Redefine the Existing Drainage Swale (at the lower portion) – The lower portion of the swale begins at the discharge of the corrugated metal pipe that runs beneath the emergency access road behind Lorenzo Place. Over the years, the concentrated discharge points from the corrugated metal pipe has created excessive scouring and erosion in the existing swale. In some areas, an apparent 'canyon' has formed over time in the open channel, with various locations that maintain standing pools of water.

In similar fashion as the upper portion of the project, the proposed channel will mimic a meandering stream alignment. The rock channel bottom will provide a porous cross-section that encourages percolation into the soil and reduces the amount of runoff.

- D. Stormwater Education – Once construction is completed, a PowerPoint presentation will be presented to neighborhood residents to illustrate the methods used for the project to reduce stormwater runoff and pollution. In addition, a permanent sign will be installed near the pedestrian bridge, just off of the walking trail.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
 - i) Prior to the start of design
 - ii) At the completion of approximately 50% design
 - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans (working drawings), calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) **CONSTRUCTION:**

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

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

- Set of all final design calculations
 - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
 - Set of final specifications and bidding documents (if applicable)
 - Final detailed engineer's construction cost estimate including quantities
 - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
 - 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 LFUCG's Stormwater Manual
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**
- 4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
- 6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.
- 7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 8) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
- 9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.
- 10) After construction is completed, the Project Final Report shall include copies of the following:
- Summary of final construction costs and quantities

11) LFUCG shall make final payment of the 3% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include 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 *Agreement to Maintain Stormwater Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* 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, or 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.

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 following 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 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
Notice to Proceed (NTP)	March 2021
Finalize design plans and specifications of the stormwater improvements (articulating concrete blocks, rock channel cross section, rain garden, etc.)	May 2021
Bid project with qualified contractors, & select a contractor	June 2021
Complete Construction	October 2021
Advertise Educational Seminar (at the completion of Construction)	October 2021
Hold Educational Seminar (within 1 month of completion of construction)	November 2021
Provide Project Final Report to LFUCG	December 2021

ADDITIONAL GRANT STIPULATIONS

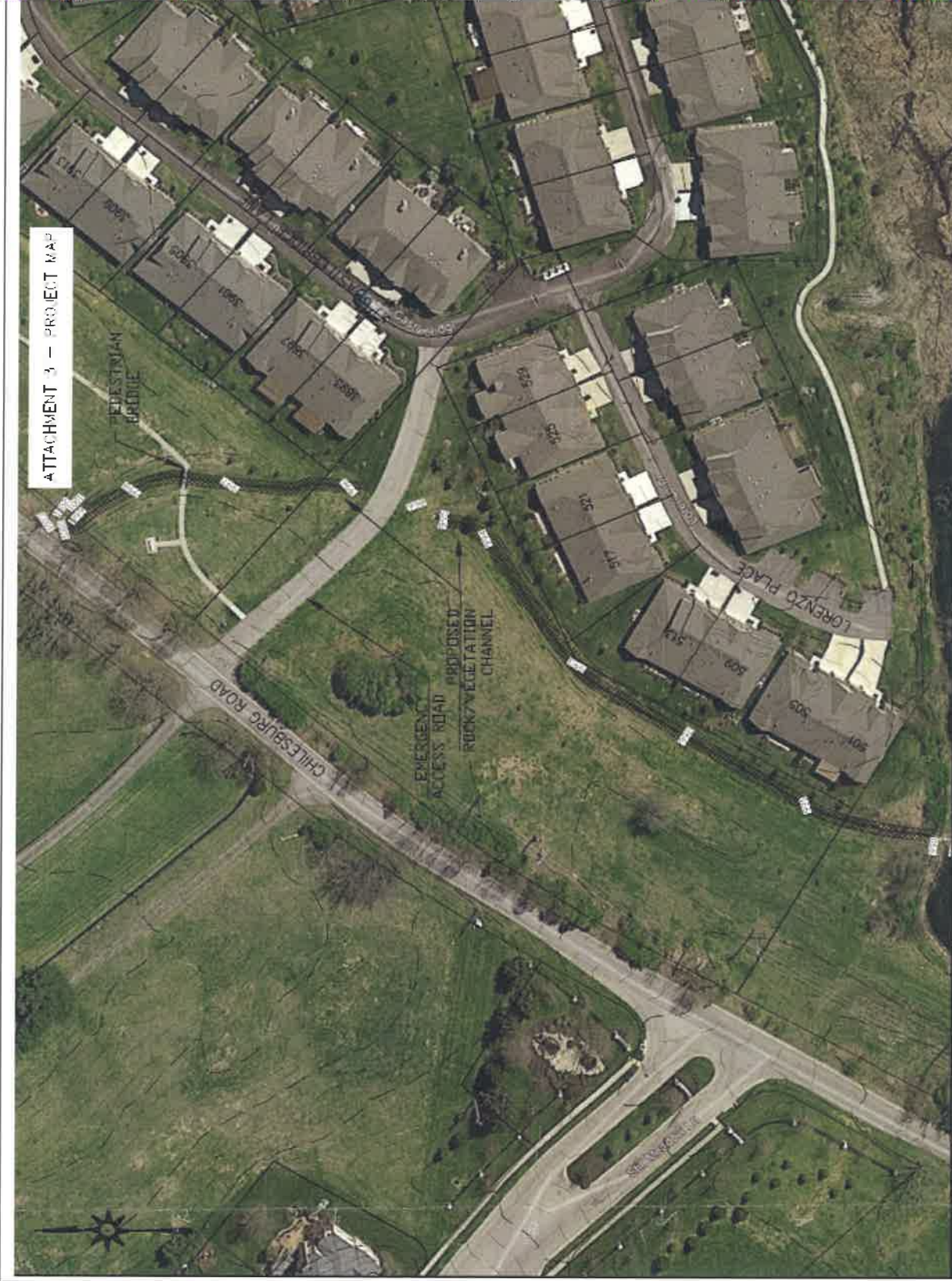
1. Grantee shall obtain written approval / agreement prior to work being done on properties not owned by the Organization.
2. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with future LFUCG projects.

reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **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 re-development 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).

TABLE 2 – ELIGIBLE EXPENSES

Line item	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1 Project Design and Construction Administration									
2	Professional Design	Bell Engineering	Planning, Design, Construction Administration	15,000.00	LS	1	\$ 15,000.00	\$ 15,000.00	
3 Project Construction									
4	Materials	Contractor	Articulating concrete blocks at beginning of rock channel (6' wide x 10' long)	\$ 20.00	SF	60	\$ -	\$ 1,200.00	\$ 1,200.00
5	Materials	Contractor	Regrading Existing Swale for proposed natural trapezoidal dry creek channel, 2' - 3' channel bottom	\$ 30.00	CY	750	\$ -	\$ 22,500.00	\$ 22,500.00
6	Materials	Contractor	Rock Stabilized dry creek Channel, including sandy soil mix and filter fabric beneath channel	\$ 65.00	LF	635	\$ -	\$ 41,275.00	\$ 41,275.00
7	Materials	Contractor	Vegetation Buffer zone along rock stabilized dry creek channel, including plants and mulch	\$ 55.00	LF	136.36	\$ 7,500.00	\$ -	\$ 7,500.00
8	Materials	Contractor	Vegetation Buffer zone along rock stabilized dry creek channel, including plants and mulch	\$ 55.00	LF	498.64	\$ -	\$ 27,425.00	\$ 27,425.00
9	Materials	Contractor	Sodding all disturbed areas	\$ 6.00	SF	1000	\$ -	\$ 6,000.00	\$ 6,000.00
10 Educational Component									
11	Presentation	Bell Engineering	Educational presentation/seminar	\$ 1,500.00	LS	1	\$ 1,500.00	\$ -	\$ 1,500.00
12	Materials	HOA	Project sign	\$ 1,000.00	EA	1	\$ 1,000.00	\$ -	\$ 1,000.00
13	TOTAL PROJECT BUDGET:						\$ 25,000.00	\$ 98,400.00	\$123,400.00
14							ORGANIZATION	GRANT	
15	COST SHARE = 20.3% OK						SHARE	SHARE	
16	MUST BE > 20%						20.3%	79.7%	



ATTACHMENT 3 – PROJECT MAP

<p>INCLUSIVE EXHIBIT</p>	<p>WALNUT HILL CLUB AT CHILESBERG OWNERS ASSOCIATION INC</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>	<p>10/11/2020</p>
<p>DESIGNED BY DRAWN BY CHECKED BY APPROVED BY</p>	<p>DATE</p>	<p>BY</p>	<p>REVISION</p>	<p>GRAPHIC SCALE</p>	<p>SCALE: 1" = 70'</p>		<p>PROJECT LOCATION</p>		<p>PROJECT INFORMATION</p>

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

between 40 and 70 of availability, providing a minimum of 100 hours of training per year. This program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

- (3) The Grantee agrees to match the Grant above the first \$2,500.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

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 completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
- (c) 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 donated 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 donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, 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 total miles driven.
- (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 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 and forward it 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 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 11 herein below.
- (f) The Government shall release payment of the final 5% 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

the project outlined herein. The Grantee agrees to complete the project within 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

- (9) 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.
- (10) 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 contact the Government's Grant Manager and 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 11 herein below.
- (11) 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, agreements or stipulations of 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.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

a source of funding for the project on any permanent signage of educational structures, presentations, websites, etc. produced using grant monies.

- (18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (20) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by Kentucky 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 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.
- (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.

Grantee Organization: BLUEGRASS GREENSOURCE, INC.
835 NATIONAL AVENUE
LEXINGTON, KY 40502

BY: Amy Sohner
NAME: Amy Sohner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Amy Sohner as the duly authorized representative for and on behalf of
Bluegrass Green Source, on this the 8 day of Feb, 2021
My commission expires: 11/12/2023
Charleen Dennis
NOTARY PUBLIC

The Walking Tour will be housed on Bluegrass Greensource's website and will be linked and promoted by Town Branch Trail, VisitLEX, and the City of Lexington's website. The new Walking Tour will also include applicable connections to the Town Branch Water Walk (townbranch.org/tbww) that was created several years ago.

3) **Public Education**

The second element of this project, and very important to its success, is the promotion of the Water Walk. As soon as Notice To Proceed is received, Bluegrass Greensource will highlight the remaining construction projects. Our experienced staff will interview professionals involved in the construction process and use photographs to showcase the water quality amenities that are being installed. The

Lexington history. The guided walk will incorporate the fifteen (15) points of interest as stops along the tour and allow participants to interact and ask questions about the highlighted features.

TARGET AUDIENCE

The work will focus on educating and engaging a multi-generational audience throughout Lexington. These efforts will primarily be accessible online, and, as such, our audience is not limited to Lexington residents only. The educational content may be viewed by visitors to the Bluegrass, educators for classrooms, or any number of people interested in green infrastructure.

Once the Town Branch Commons is fully opened, the Lexington public will be excited to use the new space. This Walking Tour will allow the visitors to the Commons to fully understand how the new construction is directly tied to water quality. To appeal to the broadest audience, the tour will include aspects of water quality beyond the structural. History, art, and transportation aspects will be highlighted to ensure that the tour is engaging to many.

The anticipated reach in the first year is 20-30 participants in each guided walking tour and more than 500 views of the online tour.

PUBLIC EDUCATION ELEMENTS

Public Education will take place through the promotion of the walking tour. Bluegrass Greensource will work with our partners VisitLEX and Town Branch Trail as well as others to help the public learn about the tour. In addition, Greensource will produce press releases and work to be a part of local media to further the Walking Tour's exposure. Additionally, Bluegrass Greensource's work to promote the construction aspects of the Commons will be part of the education aspect.

PUBLIC INVOLVEMENT ELEMENTS

Public Involvement will primarily take place through the use of the walking tour and participation in the two guided walks. The Walking Tour will be finalized in late summer of 2021, and the two guided walking tours will be scheduled in the early fall of 2021.

PROJECT SUSTAINABILITY

- 1) ***Long-Term Component for Ongoing Education and Involvement:*** Bluegrass Greensource is committed to hosting the walking tour indefinitely and the city of Lexington (<https://www.lexingtonky.gov/townbranchcommons>), Town Branch Trail (<https://townbranch.org/tbww/>), and VisitLEX (<https://www.visitlex.com/>) will continuously provide a link to the tour. In addition, the material gathered to create the virtual walking tour will be used to create content for future permanent educational signage along the Town Branch Commons Trail.
- 2) ***Personnel for Long-Term Implementation:*** Since 2001, Bluegrass Greensource has been the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement water quality programming on a long-term basis. Bluegrass Greensource intends to utilize Outreach Specialists to continue the implementation of the project on a long-term basis. Outreach Specialists will be available to continue neighborhood association workshops upon request, and as a point of contact for expert advice and consultation.
- 3) ***Ongoing Sources of Funding for Future Program Implementation Beyond the Grant Period:*** For the last 18 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its water quality education goals. Though there is not a dedicated source of funding identified to continue the project exactly as described in this proposal, Greensource will work diligently to find funding to continue the programs created and expanded during the grant.

5. The proposed project will work directly to reach the Incentive Grant Program's goal to provide public or private education related to stormwater quality. The Walking Tour's direct purpose is to provide education about stormwater quality to all that participate. The education will include ways that the City of Lexington is prioritizing water quality as well as ways that individuals can help to contribute to water quality improvements on their property.

REPORTING REQUIREMENTS

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

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.
- 3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.
- 4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

In addition to the reporting requirements outlined above, the following special items are required for this project:

- 1) Organization shall obtain written approval / agreement prior to work being done on properties not owned by Grantee.
- 2) Organization shall provide web analytics to the Division of Water Quality tracking the number of visitors to the virtual Water Walk.
- 3) Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

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
Approval of Grant Award Agreement and Receipt of Notice To Proceed	Winter 2020-2021
Planning meeting with Partners	Within one (1) month of Notice To Proceed
History research	February-May 2021
Onsite interviews of the construction process	February-May 2021
Video production	February-May 2021
Virtual Tour creation	April-July 2021
Website finalized	July 2021
Promotion of Virtual Tour	July-September 2021
Two (2) guided tours	September 2021

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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 with the following exception: None.

5	work with Town Branch Trail		Porter														
6	Walking Tour (Virtual)	Personnel Hours	BGGS (Pattie Stivender)	Walking tour for existing TBT website	\$ 37.28	per hr	80	\$ -	\$ 2,982	\$ 2,982							
7	Social Media	Personnel Hours	BGGS (Lindsie Nicholas)	In Person highlights (15)	\$ 31.58	Per hr	80	\$ -	\$ 2,526	\$ 2,526							
8	Social Media Promotion	Promotion	BGGS (Noel Osborn)	Social Media Posts	\$ 26.57	Per Hour	30	\$ -	\$ 797	\$ 797							
9	Facebook Boosts	Promotion	BGGS	Social media promotion	\$ 20.00	Per boost	30	\$ -	\$ 600	\$ 600							
10	Press Release	Personnel Hours	BGGS (Amy Sohner)	Promote Project	\$ 53.50	per hour	10	\$ -	\$ 535	\$ 535							
11	Supplies	Production Cost	BGGS	Signage and banners for in person tours and to promote self guided tour	\$ 400.00	LS		\$ -	\$ 400	\$ 400							
12	Mileage	Travel	BGGS	Staff Travel	\$0.50	per mile	226	\$ -	\$ 113	\$ 113							
13	Project Element: Public Education																
14	Walking Tour	Personnel Hours	BGGS (Kara Sayles)	Walking Tour	\$ 35.69	Per hour	10	\$ -	\$ 357	\$ 357							
15	Radio/TV interviews	Promotion	BGGS (Amy Sohner)	Interviews	\$ 53.50	per hour	15	\$ -	\$ 803	\$ 803							
16	Press Conference	Personnel Hours	BGGS (Amy Sohner)	Kickoff Event	\$ 53.50	per hour	10	\$ -	\$ 535	\$ 535							
17	Indirect Costs				15.50%			\$ -	\$ 1,961	\$ 1,961							
18									TOTAL PROJECT BUDGET:	\$ 14,275.00	\$ 35,000	\$ 49,275					
19									ORGANIZATION SHARE		GRANT SHARE						
20	<table border="1"> <tr> <td>MATCH % AFTER FIRST \$2,500 =</td> <td>30.52%</td> <td>OK</td> </tr> <tr> <td colspan="3" style="text-align: center;">MUST BE > 20%</td> </tr> </table>											MATCH % AFTER FIRST \$2,500 =	30.52%	OK	MUST BE > 20%		
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Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.
(CLASS B EDUCATION PROJECT)