

**GRANT AWARD AGREEMENT**

*Fiscal Year 2016 Class A Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the 21<sup>st</sup> day of April, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **HAMBURG HOMEOWNERS ASSOCIATION (an Assumed Name Corporation) SHETLANDS HOMEOWNERS ASSOCIATION, INC.**, 1795 Alysheba Way #3103, Lexington, Ky 40509 (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 **\$11,500.00** (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.

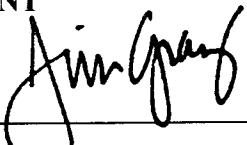
- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee 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.
- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agree-

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

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

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

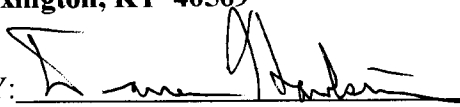
**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY:   
JIM GRAY, MAYOR

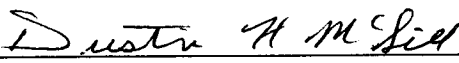
ATTEST:

  
CLERK, URBAN COUNTY COUNCIL

**Grantee Organization: Hamburg Homeowners Association  
Shetlands Homeowners Association, Inc.  
1795 Alysheba Way #3103  
Lexington, KY 40509**

BY:   
NAME: DARREN HAWKINS  
TITLE: VICOR PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Darren Hawkins, as the duly authorized representative for and on behalf of Hamburg Homeowners Association, on this the 29th day of February, 2016.  
My commission expires: 09-28-2017.


  
NOTARY PUBLIC



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Hamburg Homeowners Association**

- GRANT PROGRAM:** FY2016 Stormwater Quality Projects Incentive Grant Program  
Class A (Neighborhood) Projects
- Funded through the LFUCG Water Quality Management Fee
  - Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality and Public Works

**PROJECT TEAM AND CONTACT INFORMATION**

**Organization:**  **Hamburg Homeowners Association** (Assumed Name Corporation)  
**Shetlands Homeowners Association, Inc.**  
1795 Alysheba Way #3103  
Lexington, KY 40509  
KY Organization #: 0464892

**Organization President:** Michael Young

**Primary Project Contact and Project Manager:** Darren Hawkins  
859-509-1742  
team@hawkinsestates.com

**Secondary Project Contact:** Katherine Pettit  
859-421-3309  
kat@hawkinsestates.com

**Project Site Location(s):** 889 Star Shoot Parkway  
2364 Rockminster Road

**Property Owners:** Shetlands Homeowners Association, Inc.

**Consulting Firm Contact:** Clotfelter/Samokar  
228 E. Reynolds Rd, Suite One  
Benjamin Boggs  
859-273-3700  
info@clotfelter-samokar.com

**Project Participants:** Darren Hawkins – Project Manager  
Benjamin Boggs, Clotfelter Samokar, Consultant  
Community Management Associates – Property Management  
Diamond Landscapes – Landscaper  
H2O Designs – Rain Garden Installation

**PROJECT PLAN ELEMENTS**

**1) *STORMWATER CONTROL FACILITIES:***

The goal of this project is to improve water quality through the design and installation of a new rain garden at the 2364 Rockminster Road property and the addition of plantings at the existing rain garden at 889 Star Shoot Parkway. Work will occur on association green space property which connects residential stormwater runoff to Bryan Station Creek, tributary to North Elkhorn Creek. Previous efforts at the Rockminster site have removed invasive plant species and uncovered an existing natural spring. Since the grant was only partially funded by the LFUCG Water Quality Fees Board, the grant may **not** be used to provide for a fountain, fencing or decorative stone to be placed around the designed stormwater control facilities even though they may be a part of the overall project.

A site map and conceptual design sketches for the two locations are provided in the *Supplemental Project Element Information* section of this document. The exact locations and details of improvements are to be determined by Grantee and Consulting Firm during the project.

Design guidance for the rain garden element can be located in the *LFUCG – Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment* and LFUCG - Stormwater Manual found at Lexington's website.

All improvements shall be located on the properties listed above. No other property or Right-of-Way shall be disturbed without the written permission from the property owners and/or LFUCG.

The Organization agrees to enter into the Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects included in Attachment B of the Grant Award Agreement within 21 calendar days of the final (post punch-list) inspection. It is anticipated that the new rain garden be included in Attachment B.

### **REPORTING REQUIREMENTS**

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

1. Design Plans shall be provided to the LFUCG Grant Manager for review prior to starting construction of the project. All existing utilities and easement shall be located and shown on the design plans. If any work is proposed to occur within any easement (i.e. utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements for the authorized agencies prior to the start of construction. The Organization shall allow LFUCG ten (10) calendar days to review the submittals and provide comments.
2. 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. The Organization is fully responsible for determination of which approvals, permits, and encroachments are required for the project.
3. The Grantee shall provide a set of record drawing schematics, of actually installed field elements, to LFUCG Grant Manager with the Final Project Report.
4. An Operation and Maintenance Plan (O&M) shall be generated and provided to Grantee and LFUCG Grant Manager.

### **PERMANENT FACILITIES/INFRASTRUCTURE**

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

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

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities for Class A Incentive Grant Projects* included as Attachment B to the Grant Award Agreement.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to properties on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG's annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 permit.

**ADDITIONAL GRANT STIPULATIONS**

- a) Grantee shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
- b) Selected project component(s) include Rain Garden elements from the application. The following items in the application do not appear to be justified for Water Quality, Water Quantity, or Education: Fountain, Fence, and Decorative Stone.
- c) Rain garden shall not be installed within 10’ of either side of existing sanitary sewer and measures shall be taken to prevent infiltrating water from entering into the sanitary sewer stone trench.

**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**

<b>Activity</b>	<b>Anticipated Date (s)</b>
Approval of Grant Award Agreement and Notice to Proceed (NTP)	February 2016
Meetings to plan project	March 2016
Design provided by Consultant	May 2016
Submit all required permitting	June 2016
Approved permits received	September 2015
Install Rain Garden and Plantings	October 2016
Provide Project Final Report to LFUCG	November 2016 (30 days after project completion)
Final Payment (3% Retainer)	After acceptance of Project Final Report

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

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

Hours worked by participants under the age of 12 shall not be counted toward the cost share. 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](http://www.bls.gov/oes/current/oes_ky.htm)).

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

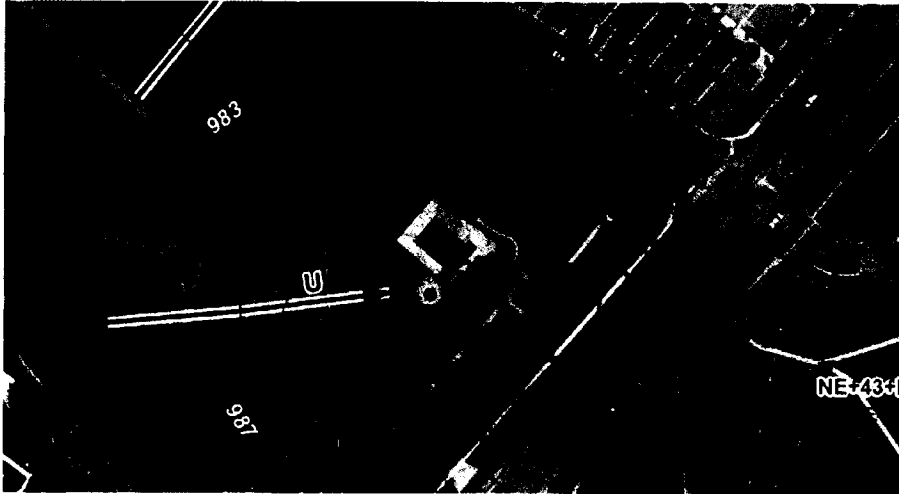


**TABLE 2 – PROJECT BUDGET**

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
<b>1 Project Element: Grant Management</b>								
2	Donated Professional Service Hours	Darren Hawkins	Grant Management	\$ 14.00 per hour	30	\$ 420.00	\$ -	\$ 420.00
<b>3 Project Element: Rain Garden and Plantings Install</b>								
4	Professional Design Service	Clotfelter/Samokar	Arch. Consulting & project management	\$ 3,000.00	Lump Sum 1	\$ 600.00	\$ 2,400.00	\$ 3,000.00
5	Professional Service/labor material	H2O Designs	rain garden install (fountain not included)	\$ 4,200.00	Lump Sum 1	\$ 900.00	\$ 3,300.00	\$ 4,200.00
6	Labor/construction service	Ray Layton Excavating	rain garden prep	\$ 100.00	per hour 16	\$ -	\$ 1,600.00	\$ 1,600.00
7	Professional service/labor material	Diamond Landscapes	Install Rain Garden Plantings (decorative stone not included)	\$ 5,250.00	Lump Sum 1	\$ 1,050.00	\$ 4,200.00	\$ 5,250.00
8	<b>TOTAL PROJECT BUDGET:</b>					<b>\$ 2,970.00</b>	<b>\$ 11,500.00</b>	<b>\$ 14,470.00</b>
9						<b>ORGANIZATION</b>	<b>GRANT</b>	
10	COST SHARE % = 20.53% <small>OK</small>  MUST BE > 20%					<b>SHARE</b>	<b>SHARE</b>	
11						<b>20.5%</b>	<b>79.5%</b>	
12	* Note: Organization share must be 20% of total project costs.							

**SUPPLEMENTAL PROJECT ELEMENT INFORMATION**

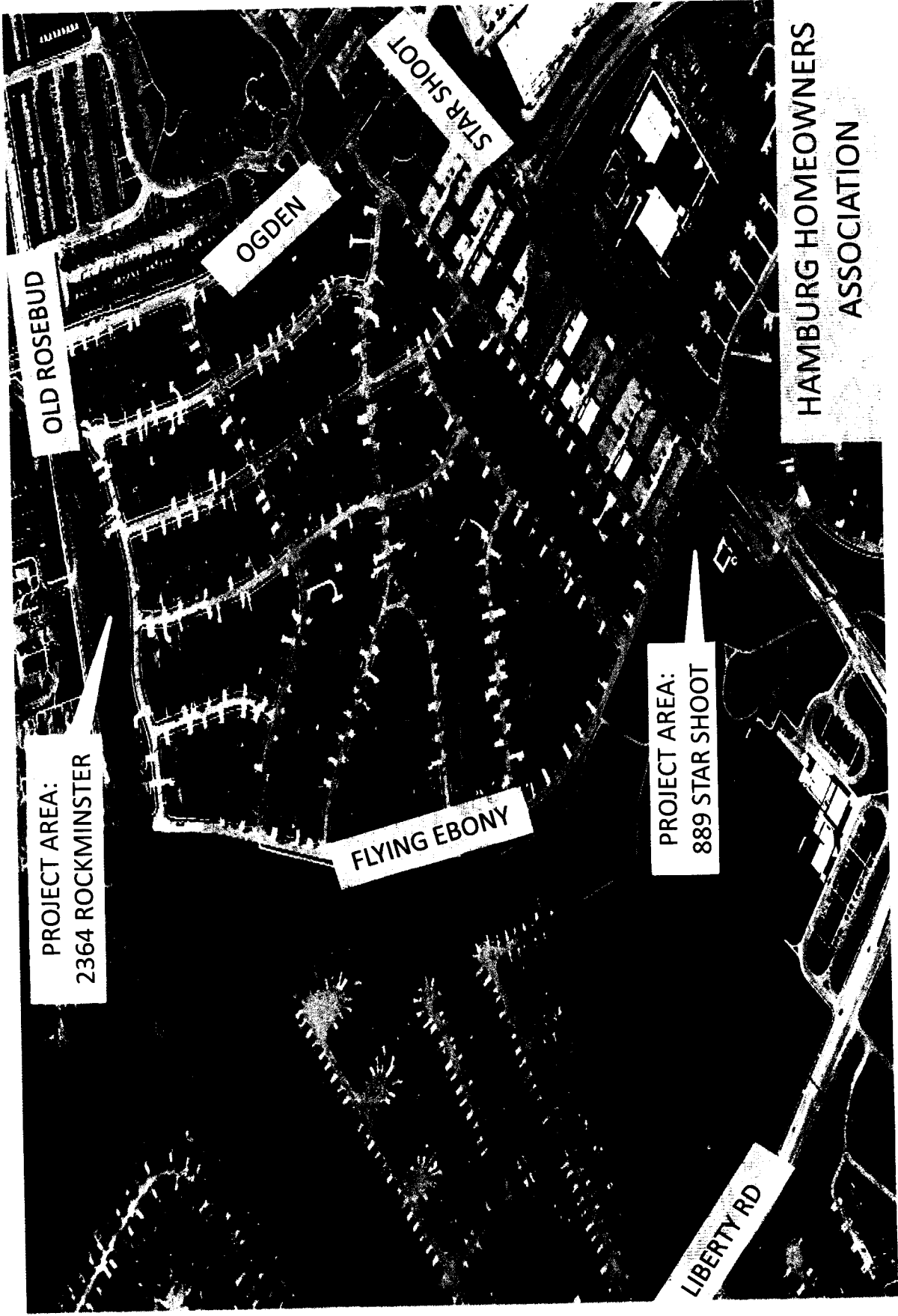
**889 Star Shoot Parkway - Site Map and Design Sketch (Submitted with Application):**



**2364 Rockminster - Site Map and Design Sketch (Submitted with Application):**

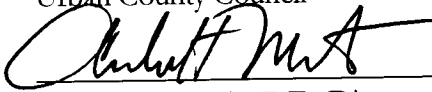


Stormwater Quality Projects Incentive Grant Program



HAMBURG HOMEOWNERS  
ASSOCIATION



TO: Mayor Jim Gray  
Urban County Council  
FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: March 9, 2016

SUBJECT: Recommendation for a FY16 (Class A) Stormwater Quality Projects Incentive Grant for Hamburg Homeowners Association (Assumed Name Corporation) Shetlands Homeowners Association, Inc.

Request

The purpose of this memorandum is to request approval of a FY16 (Class A) Stormwater Quality Projects Incentive Grant for Hamburg Homeowners Association (also known as Shetlands Homeowners Association, Inc.) in the amount of \$11,500.00.

Purpose of Request

Grant provides funds to support The Hamburg Homeowners Association's project to design and install a new rain garden at the 2364 Rockminster Road property. Also, it will fund additional plants to an existing rain garden at 889 Star Shoot Parkway. The project seeks to improve water quality and to provide environmental awareness to nearby community members.

Project Cost in FY16 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$11,500.00 and will be fully spent by FY18.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_16 – WQ\_GRANT

Martin/Hoskins-Squier

