

GRANT AWARD AGREEMENT***Fiscal Year 2013 Class B Infrastructure Incentive Grant Program******Feasibility Only Grant***

THIS AGREEMENT, made and entered into on the 25th day of April, 2013, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, 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 Southland Association, Inc.**, PO Box 4756, Lexington, Kentucky 40544 (hereinafter "Grantee" and ~~"Property Owner"~~).

WITNESSETH:

WHEREAS, the Grantee is an association of documented fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

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

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

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

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

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$50,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 10% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes analysis of stormwater control infrastructure at the following site location(s): **Southland Drive from Nicholasville Road to Rosemont Garden.**
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:

- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

~~(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~

- ~~• Set of all final design calculations;~~
- ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~• Set of final specifications and bidding documents (if applicable);~~
- ~~• Final detailed engineer's construction cost estimate including quantities;~~
- ~~• All required permit submittals and approvals;~~
- ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

~~(c) At the end of the Construction Phase, the following five deliverables shall be provided:~~

- ~~• Summary of final construction costs and quantities;~~
- ~~• Copies of all federal, state, and local permits obtained for the project;~~
- ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant.~~

(N/A to Feasibility Only Grants)

(7) The Grant to the Grantee shall be disbursed in the following manner:

- (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated 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 Attach-

ment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (e.g. calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (i.e. Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that **the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by pro-

viding a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant" (Attachment B). (N/A to Feasibility Only Grants)~~
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein. (N/A to Feasibility Only Grants)~~
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B. (N/A to Feasibility Only Grants)~~
- (19) ~~The Grantee and Property Owner understand that if any of the Grant funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B. (N/A to Feasibility Only Grants)~~
- (20) If, through any cause, the Grantee ~~or Property Owner~~ shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee ~~or Property Owner~~ shall violate any of the covenants, agreements or stipulations of this Agreement, the

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

- (21) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee ~~and Property Owner~~ shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's ~~or Property Owner's~~ or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: Jim Gray
JIM GRAY, MAYOR

ATTEST:

Meredith Wilson Gray
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: THE SOUTHLAND ASSOCIATION, INC.
P.O. BOX 4756
LEXINGTON, KENTUCKY 40544

BY: Haley Baumann
NAME: Haley Baumann
TITLE: President Southland Association

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Southland Neighborhood Assoc, as the duly authorized representative for and on behalf of S A A, on this the 6 day of March, 2013.

My commission expires: Aug 7, 2014

Patricia Smith
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT between
Lexington-Fayette Urban County Government (LFUCG)
and The Southland Association, Inc.

GRANT PROGRAM **FY2013 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Project [FEASIBILITY ONLY Grant]

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: **The Southland Association, Inc.**
P.O. Box 4756
Lexington, KY 40544
KY Organization #: 0596532

Project Site Location: Southland Drive from Nicholasville Road to Rosemont Garden
Lexington, KY 40511

Property Owner: N/A

Project Manager and **Hilary Baumann** HB
Primary Project Contact: 859-492-1654 (phone)
 hbaumann@fascinationdesign.com (email)

Secondary Project Contact: **Jim Kreiner**
859-983-3272 (phone)
jimk@lexhabitat.org (email)

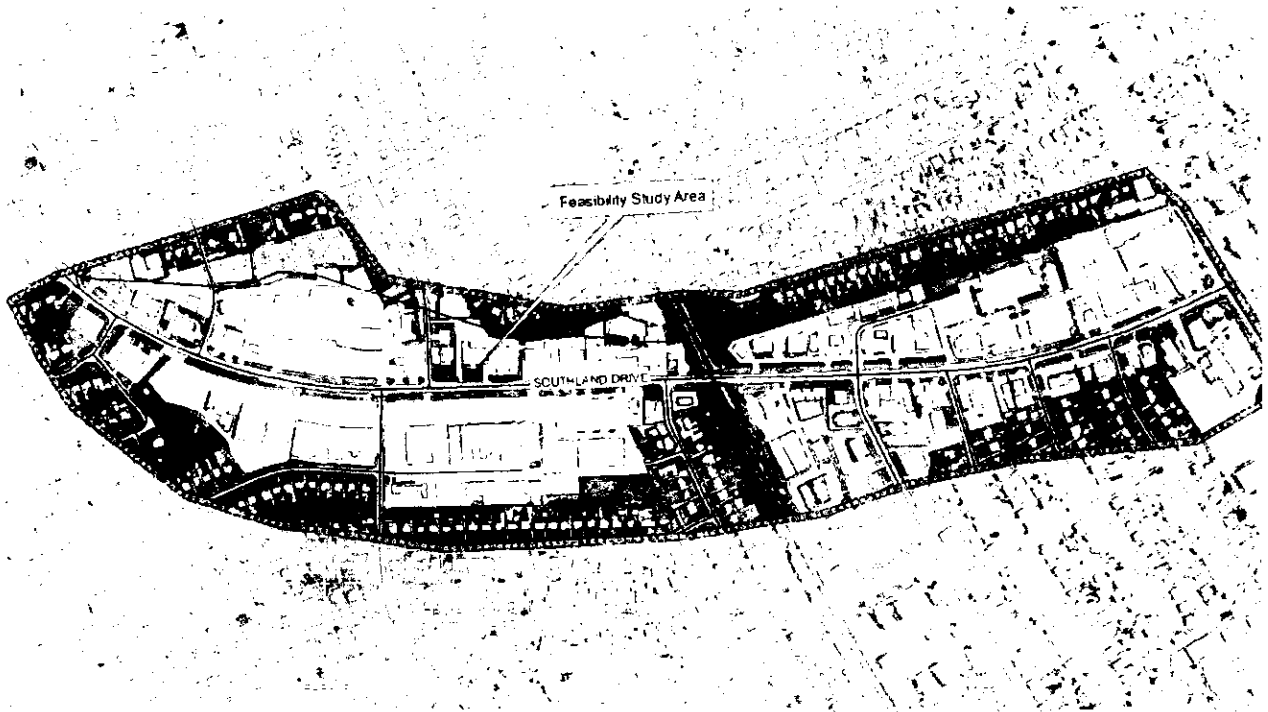
Design Engineering Firm(s): **CDP Engineers, Inc.**
3250 Blazer Parkway
Lexington, KY 40509
859-264-7500 (phone)
Scott Southall, RLA – Project Manager
southall@cdpengineers.com (email)
(Project Management, Engineering)

Project Collaborators: **Wolf Run Watershed Council**

PROJECT PLAN ELEMENTS

This grant is for a Feasibility Study to evaluate opportunities to implement stormwater Best Management Practices (BMPs) for the Southland Drive business corridor from Nicholasville Road to Rosemont Garden as shown in Figure 1. The project area is approximately 100 acres with 85% imperviousness. Most of the area was developed prior to detention requirements. The project purpose is to alleviate the general flooding in the Southland Drive area and also create opportunities to alleviate individual property flooding, reduce the volume of stormwater runoff through implementation of Low Impact Development (LID) BMPs, and also improve water quality through treatment BMPs.

FIGURE 1. PROJECT AREA



Project Elements include:

1) EVALUATE STORMWATER CONTROL BMPS FOR SOUTHLAND DRIVE

The *LFUCG's Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment* will be utilized as guidance when identifying possible BMPs.

Best Management Practices (both structural and non-structural) to be evaluated throughout the corridor include:

- Eliminating driveways or other impervious areas that are not useful;
- Retrofitting impervious pavement with pervious pavement materials;
- Rechanneling or catching overland water flow before it gets into buildings and divert it onto pervious surfaces or other structural BMPs;
- Redirecting downspouts from roofs to other areas away from buildings and treating it with an appropriate BMP;
- Eliminating locations where stormwater can get into sanitary sewer manholes and cause SSOs;
- Installing rain gardens;
- Installing bio-retention facilities;
- Revising parking lot layouts so that bio-retention basins can be constructed;
- Installing underground sand filters at appropriate locations;
- Restoring floodplain areas where possible by removing buildings, parking lots, or other areas of floodplains filled in since the development of Southland Drive;
- Making recommendations or requirements that re-development that may occur along Southland Drive meet association guidelines for improving water quality and reducing water quality by a certain percentage;
- Vegetative roofs; and
- Other BMPs that have been successfully employed elsewhere.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include:

- A. A list of BMP's that are determined to be effective and suitable for installation within the Southland Drive business corridor. They will be prioritized for implementation according to input from The Southland Association, LFUCG, and the Wolf Run Watershed Council at a minimum;
- B. A Stormwater BMP Master Plan of the Southland Drive corridor will show proposed BMP locations, the area draining to the BMP that will be treated, and its discharge location;
- C. Design and construction cost estimates;
- D. The estimated pollutant removal effectiveness of the BMP;
- E. Special design and construction conditions such as necessary permits, etc.; and
- F. Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.

3) PUBLIC EDUCATION

- A. Organizing meetings and assisting with education of property owners within the Southland Drive Corridor.
- B. Distribution of the study to the property owners within the Southland Drive Corridor.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project: None.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

- LFUCG shall provide the required GIS data sets to The Southland Association, Inc. at no charge for use on this project;
- The GIS data sets provided shall only be utilized for work associated with this project;
- The Applicant understands that LFUCG GIS staff will not be available to perform work associated with this project other than delivery of existing data sets;

EQUIPMENT

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

PERMANENT CAPITAL INFRASTRUCTURE

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

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. PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	March 2013
Background Research and Field Reconnaissance	April 2013 (Within 1 month of NTP)
Corridor Assessment and Potential BMP Evaluation	May 2013 (Within 2 months of Background)
Conceptual Design and Cost/Benefit Analyses	July 2013 (Within 2 months of Corridor Assessment)
Prepare Final Feasibility Study Report and Deliverables	August 2013 (Within 1 month of Design)
LFUCG review	September 2013
Meetings and Public Involvement	Ongoing
Project Final Report	October 2013
Final Payment (10% retainer)	October 2013 (Upon Completion of Project Final Report)

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

Any work performed on this project prior to grant award by 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:

- Eligible expenses occurring within 30 days of Notice-to-Proceed will be allowed for inclusion in Request for Grant Reimbursement. The Grantee assumes all risk associated with these expenses up to time of reimbursement.

The Grant budget is broken into the following components:

Feasibility Phase:	\$ 50,000.00	Total Grant Amount
	\$ <u>5,555.00</u>	Proposed Cost Share to be Provided
	\$ 55,555.00	Total Project Budget

This grant requires a minimum cost share of 10% of Total Project Cost. Therefore, the minimum required cost share is **\$5,555.00.**

Additional detail is provided in Table 2.

TABLE 2. PROJECT ELIGIBLE EXPENSES

LFUCG STORMWATER QUALITY PROJECTS INCENTIVE GRANT PROGRAM SOUTHLAND DRIVE CORRIDOR FEASIBILITY STUDY PROJECT COST ANALYSIS				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
community meetings / public involvement	1	LS	\$5,000	\$5,000
compile & review existing data	1	LS	\$3,000	\$3,000
field visits and evaluation	1	LS	\$5,000	\$5,000
corridor assessment for green infrastructure	1	LS	\$6,000	\$6,000
identification of viable projects & BMPs	1	LS	\$12,000	\$12,000
project cost estimate	1	LS	\$3,000	\$3,000
Cost / Benefit	1	LS	\$2,500	\$2,500
GIS mapping deliverable	1	LS	\$5,000	\$5,000
final report	1	LS	\$8,000	\$8,000
supplies (presentation materials)	1	LS	\$500.0	\$500
BASE BID SUBTOTAL				\$50,000
Kind-in Donations				
grant administration	1	LS	\$3,000	\$3,000
public meeting room rental (4 mtgs)	4	ea	\$250	\$1,000
public meeting notices	1	LS	\$500	\$500
supplies (printing report)	1	LS	\$500.0	\$500
BASE BID SUBTOTAL				\$5,000
Additional TBD Cost-Share Expenses				<u>\$555</u>
Total				\$55,555