

**GRANT AWARD AGREEMENT**

*Fiscal Year 2021 Class B Infrastructure Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 **LEXINGTON CENTER CORPORATION**, 430 WEST VINE STREET, LEXINGTON, KENTUCKY 40507 (hereinafter "Grantee" and "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer 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 **\$234,400.00** (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. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **150 TUCKER STREET LEXINGTON, KENTUCKY 40507** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further

agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
  - (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
  - (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.
    - ~~(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 Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~~~
- (N/A to this Feasibility and Design Only Grant)
- (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 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. Each Request for Funds shall include a minimum of 10% cost share.

- (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 (21) 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 (21) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility and Design) outlined herein within **18** 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 (21) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately

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

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) 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 Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B). (N/A to this Feasibility and Design Only Grant)~~
- (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 agrees that the Government is authorized to erect and maintain permanent signage at the location of any 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. (N/A to this Feasibility and Design Only Grant)~~
- (18) ~~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 Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein. (N/A to this Feasibility and Design Only Grant)~~
- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the prop-~~

~~erty of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B. (N/A to this Feasibility and Design Only Grant)~~

- ~~(20) 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 this Feasibility and Design Only Grant)~~
- (21) 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; 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.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) 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: \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION**

**AND PROPERTY OWNER:**

**LEXINGTON CENTER CORPORATION**

**430 WEST VINE STREET**

**LEXINGTON, KENTUCKY 40507**

BY: W B Owen

NAME: William B. Owen

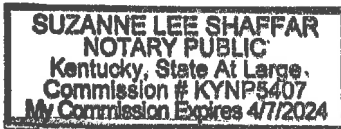
TITLE: President, CEO

The foregoing Agreement was subscribed, sworn to and acknowledged before me by William B. Owen, as the duly authorized representative for and on behalf of Lexington Center Corporation, on this the 19<sup>th</sup> day of May, 2024.

My commission expires: April 7, 2024.

My commission # KYNP5407

Suzanne Lee Shaffar  
NOTARY PUBLIC



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Lexington Center Corporation (LCC)**

**GRANT PROGRAM**

**2021 Stormwater Quality Projects Incentive Grant Program  
Class B Infrastructure Projects**

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

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Lexington Center Corporation (LCC)  
430 West Vine Street  
Lexington, KY 40507  
KY Organization #0031018

**Primary Project Contact:** Allison Lankford  
859-281-8420 (phone)  
allison@townbranchpark.org (email)

**Project Manager:** Erin Hathaway, PLA (Landscape Architect of Record)  
859-422-1960 (phone)  
erin.hathaway@greshamsmith.com (email)

**Secondary Contact:** Ralph Coldiron  
859-533-7888 (phone)  
ralph@townbranchpark.org (email)

**Project Site Location(s):** 150 Tucker Street  
Lexington, KY 40507  
PVA Parcel #94020890

**Property Owner(s):** Lexington Center Corporation

**Design Engineering Firm:** Gresham Smith  
333 West Vine Street, Suite 1650  
Lexington, KY 40507  
859-469-5610 (phone)  
Matt McLaren, P.E. (Engineer of Record)  
matt.mclaren@greshamsmith.com (email)

**PROJECT PLAN ELEMENTS**

The goals of the Lexington Center Corporation – Town Branch Park project is to evaluate a series of Best Management Practice (BMP) / land use alternatives focusing on stormwater management and water quality improvements including the development of preliminary costs for implementing the BMPs at 150 Tucker Street, Lexington, Kentucky 40507 (as shown in Figure 1).

**Project Elements**

- A) **BMP Candidates:** for water quality and quantity control. Feasibility study to evaluate the most innovative and best practices in Green Infrastructure and stream restoration appropriate for the proposed urban park.
- B) **Design:** Design of selected BMPs and stream restoration. Stream restoration is a priority and the design will explore several of the following BMPs based on the feasibility study (as shown in Figure 2) to include the following:

- De-paving (replacing impervious surfaces with pervious)
- Permeable paving
- Riparian buffer and stream restoration
- Bioretention, rain gardens, and bioswales
- Green roof
- Underground detention / rainwater harvesting system

C) Stormwater Education: Develop stormwater BMP and stream restoration signage (as shown in Figure 3) to educate park visitors on the Town Branch watershed and the importance of water quality and the stormwater BMP strategies that will be implemented throughout the park.

**1) FEASIBILITY REPORT:**

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

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under “Project Site Locations and Property Owner(s).” They will be prioritized for implementation according to input from project collaborators.
- b) A Stormwater BMP Master Plan of the Town Branch Park will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations of each BMP.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and any land acquisition costs.

**2) DESIGN DOCUMENTS:**

**Design plans shall be provided to the LFUCG Grant Manager for review prior to starting any construction.**

- The permeable pavement system shall be designed in such a way as to meet the LFUCG definition for an Engineered Pervious Surface (*i.e.*, the design shall follow standard engineering principles and practices for permeable pavements).
- The permeable pavement system shall not be installed within 10 feet horizontally of any sanitary sewer line and measures shall be taken to prevent the infiltrating stormwater from entering the sanitary sewer trench.
- For the permeable pavement systems, the design shall include barriers and underdrains as necessary to prevent washing, scouring, or damage of any kind to the road base of any adjacent roadway or the proposed improvements. The design shall include an underdrain system to allow for hydraulic relief and prevent ponding of water above the stone base. The design documents for the permeable pavement shall include a description of:
  - i) Profile detail of the proposed surface (*e.g.*, stone to pavement) indicating all sizes of stone, etc. Only open-graded (*e.g.*, single-sized), certified washed stone is allowed. The Aggregate specification in the design documents shall meet or exceed the following: *“All Base and Bedding aggregates shall be washed with less than 1% passing the No. 200 sieve and certified as clean. Certifications shall be provided to the Engineer or Owner prior to unloading on site.”*



ii) Detail of the proposed underdrain system and plan view of its location and how it will be connected to an existing storm sewer inlet or how it will discharge to an existing gutter or other stormwater control structure. Water shall not be allowed to discharge onto a public sidewalk either directly via a pipe or from seepage coming from the stone base.

iii) Slope of the stone base and use of barriers, if necessary, to prevent high velocities and scour within the stone base.

- 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 for the authorized agencies prior to the start of construction.
- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Environmental Services (street trees), Tim Queary – <a href="mailto:tqueary@lexingtonky.gov">tqueary@lexingtonky.gov</a> Engineering (right-of-way), Brian Knapp – <a href="mailto:bknapp@lexingtonky.gov">bknapp@lexingtonky.gov</a> Engineering (new development), Hillard Newman - <a href="mailto:hnewman@lexingtonky.gov">hnewman@lexingtonky.gov</a> Sanitary Sewers, Greg Lubeck – <a href="mailto:glubeck@lexingtonky.gov">glubeck@lexingtonky.gov</a> Stormwater, Mark Sanders – <a href="mailto:msanders@lexingtonky.gov">msanders@lexingtonky.gov</a>
--

- 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.

### **REPORTING REQUIREMENTS**

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

- 1) LFUCG shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with a digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

### **PERMANENT FACILITIES / INFRASTRUCTURE**

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

### **EQUIPMENT**

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

### **ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

1. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.2% cost share offered in the application (approximately \$59,250.00).

**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>
Notice to Proceed	April 2021
Grant Kick-Off	June 2021
Feasibility Study	June 2021 – November 2021
Stream and Riparian CD 20%	December 2021 – February 2022
Stream and Riparian CD 40% and Permitting	March 2022 – June 2022
Stormwater BMP Design CD 60%	December 2021 – July 2022
Educational Sign Plan and Design 100% CD	April 2022 – August 2022

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s grant application:

1. Feasibility Phase: \$ 62,500.00
2. Design and Educational Elements: \$ 231,150.00

(Note: Due to the large scale and complexity of this project and the schedule, this Application only incorporates feasibility and design funding at this time.)

<b>TOTAL PROJECT COSTS: \$ 293,650.00</b>
---

The total project cost estimate and breakdown of the grant to cost share is as follows:

Total Grant Share	<b>\$ 234,400.00</b> (not-to-exceed)
Estimated Cost Share	<u>\$ 59,250.00</u>
<b>Est. Total Project Cost</b>	<b>\$ 293,650.00</b>

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

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

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

**TABLE 2 – ELIGIBLE EXPENSES**

Line No.	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
<b>1 Project Element 1: Stream &amp; Riparian Buffer Restoration, and Stormwater BMP Feasibility Study</b>										
2	Review all existing site documentation	Consultant	Design Team	Review all existing data collected by TBP that documents existing conditions including Phase II Study, Preliminary Site Survey, Geotech Evaluation Report, Preliminary Water Level Monitoring, and other other existing documentation. Identify gaps in information.	\$ 2,500.00	LS 1	\$ 2,500.00	\$ -	\$ 2,500.00	
3	Context Research & Agency Coordination	Consultant	Design Team	Coordinate with adjacent neighbors to better understand the feasibility of collecting stormwater runoff and infrastructure systems. Coordinate with regulatory agencies.	\$ 3,500.00	LS 1	\$ 3,500.00	\$ -	\$ 3,500.00	
4	Watershed Analysis	Consultant	Design Team	Review existing watershed and conditions that feed into the site.	\$ 4,500.00	LS 1	\$ 2,250.00	\$ 2,250.00	\$ 4,500.00	
5	Geomorphic Field Study & Hydrologic Analysis	Consultant	Design Team	Study to understand the physical nature of the stream and riparian zones onsite that will influence the restoration strategies.	\$ 6,000.00	LS 1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	
6	Existing Conditions Analysis	Consultant	Design Team	Deliver a comprehensive Existing Conditions Analysis that will inform the feasibility study.	\$ 3,000.00	LS 1	\$ -	\$ 3,000.00	\$ 3,000.00	
7	Stream Restoration and Riparian Buffer Feasibility	Consultant	Design Team - 3rd Rock	Based on review, research, and analysis the team will develop a feasible stream restoration approach that will complement the park design.	\$ 18,000.00	LS 1	\$ -	\$ 18,000.00	\$ 18,000.00	
8	Stormwater BMP Feasibility	Consultant	Design Team - Gresham Smith	Based on review, research, and analysis the team will develop a feasible stormwater BMP approach that will complement the park design.	\$ 23,500.00	LS 1	\$ -	\$ 23,500.00	\$ 23,500.00	
9	Project Management	In-kind cost share	Owner	Project Management	\$ 1,500.00	LS 1	\$ 1,500.00	\$ -	\$ 1,500.00	
10	<b>Project Element 1 Total</b>						\$ 12,750.00	\$ 49,750.00	\$ 62,500.00	
<b>11 Project Element 2a: Stream and Riparian Buffer Restoration Schematic Design 20% CDs</b>										
12	Geomorphic Survey	Consultant	Design Team - 3rd Rock	Collect and analyze geomorphic data for the project site that will be used to develop the stream restoration including watershed size delineations, determination of design discharge, design ratios, etc.	\$ 20,000.00	LS 1	\$ -	\$ 20,000.00	\$ 20,000.00	
13	Draft Permitting - JD and On-site	Consultant	Design Team - 3rd Rock	Jurisdictional determination field work and On-site coordination with USACE.	\$ 5,000.00	LS 1	\$ -	\$ 5,000.00	\$ 5,000.00	
14	Schematic (20%) Design and Plan Set	Consultant	Design Team - 3rd Rock	Develop schematic (20%) design drawings for 404 permitting and coordination purposes. Schematic design drawings to include existing site survey conditions, proposed channel alignment, typical channel cross sections, approximate location and type of bank treatments, app. location and type of in-stream structures and general details.	\$ 25,000.00	LS 1	\$ -	\$ 25,000.00	\$ 25,000.00	
15	Project coordination	Consultant	Design Team - 3rd Rock	Coordinate with design team and client to fold stream restoration into overall design vision.	\$ 10,000.00	LS 1	\$ 10,000.00	\$ -	\$ 10,000.00	
16	Project Management	In-kind cost share	Owner	Project Management	\$ 3,600.00	LS 1	\$ 3,600.00	\$ -	\$ 3,600.00	
17	<b>Project Element 2a Total</b>						\$ 13,600.00	\$ 50,000.00	\$ 63,600.00	
<b>18 Project Element 2b: Stream and Riparian Buffer Restoration Design Permitting and 40% CDs</b>										
19	Cross Section Design	Consultant	Design Team - 3rd Rock	Design team explores the restoration in cross section geometry, from floodplain, to of bank, toe of slope, and thawed, intermittently along the ripple, run and pool.	\$ 10,000.00	LS 1	\$ -	\$ 10,000.00	\$ 10,000.00	
20	Profile Design	Consultant	Design Team - 3rd Rock	Design team develops the profile of the stream along is proposed channel length.	\$ 12,000.00	LS 1	\$ -	\$ 12,000.00	\$ 12,000.00	
21	Structures and Habitat Design	Consultant	Design Team - 3rd Rock	Develop in stream structures for aquatic habitat and ecosystem rehabilitation.	\$ 14,000.00	LS 1	\$ -	\$ 14,000.00	\$ 14,000.00	
22	Riparian Planting Design	Consultant	Design Team - 3rd Rock	Develop a successful strategy for riparian plantings that will provide native vegetation along the corridor to reduce erosion risk, while meeting the "park" features associated with the urban environment.	\$ 7,000.00	LS 1	\$ -	\$ 7,000.00	\$ 7,000.00	
23	Draft Construction Plan Set	Consultant	Design Team - 3rd Rock	A 40% Construction Document set that will allow for stream restoration permitting.	\$ 11,000.00	LS 1	\$ -	\$ 11,000.00	\$ 11,000.00	
24	Permitting Applications and Coordination	Consultant	Design Team - 3rd Rock	Coordination and development of permitting applications.	\$ 9,000.00	LS 1	\$ 6,500.00	\$ 2,500.00	\$ 9,000.00	
25	Project Management	In-kind cost share	Owner	Project Management	\$ 3,600.00	LS 1	\$ 3,600.00	\$ -	\$ 3,600.00	
26	<b>Project Element 2b Total</b>						\$ 10,100.00	\$ 56,500.00	\$ 66,600.00	
<b>27 Project Element 3: Bioretention, Permeable Pavement, Green Roof, Underground Detention System Design and 60% CDs</b>										
28	Agency Coordination & Permitting	Consultant	Design Team - Gresham Smith	Agency Coordination - Coordination with state and local jurisdictions will be necessary to facilitate and permit the work.	\$ 10,500.00	LS 1	\$ -	\$ 10,500.00	\$ 10,500.00	
29	Construction Documentation	Consultant	Design Team - Gresham Smith	Includes development of the following plans; demolition, erosion control, soils, grading, landscape, stormwater, construction details, irrigation plans & details.	\$ 50,400.00	LS 1	\$ -	\$ 50,400.00	\$ 50,400.00	
30	Project coordination	Consultant	Design Team - Gresham Smith	Coordinate with design team and client to fold stormwater BMPs into overall design vision.	\$ 9,450.00	LS 1	\$ 3,000.00	\$ 6,450.00	\$ 9,450.00	
31	Project Management	In-kind cost share	Owner	Project Management	\$ 6,300.00	LS 1	\$ 6,300.00	\$ -	\$ 6,300.00	
32	<b>Project Element 3 Total</b>						\$ 9,300.00	\$ 67,350.00	\$ 76,650.00	
<b>33 Project Element 4: Stream and Stormwater Educational Signage - 100% CDs</b>										
34	Stream and Stormwater Educational Sign Plan, Content, and Construction Details	Consultant	Design Team	Coordinate with design team and client to fold stream and stormwater educational sign into overall park signage plan. This will include developing the content, placement, and construction details. Will include a minimum of 6-8 signs with bilingual content.	\$ 20,800.00	LS 1	\$ 10,000.00	\$ 10,800.00	\$ 20,800.00	
35	Project Management	In-kind cost share	Owner	Project Management	\$ 3,500.00	LS 1	\$ 3,500.00	\$ -	\$ 3,500.00	
36	<b>Project Element 4 Total</b>						\$ 13,500.00	\$ 10,800.00	\$ 24,300.00	
37	<b>TOTAL PROJECT BUDGET:</b>							\$ 59,250.00	\$ 234,400.00	\$ 293,650.00
38								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
39								20.2%	79.8%	
40	*COST SHARE % = 20.18% OK									
41										

FIGURE 1 – SITE PLAN OF PROJECT AREA (FROM APPLICATION)



FIGURE 2 – BEST MANAGEMENT PRACTICES LOCATIONS (FROM APPLICATION)

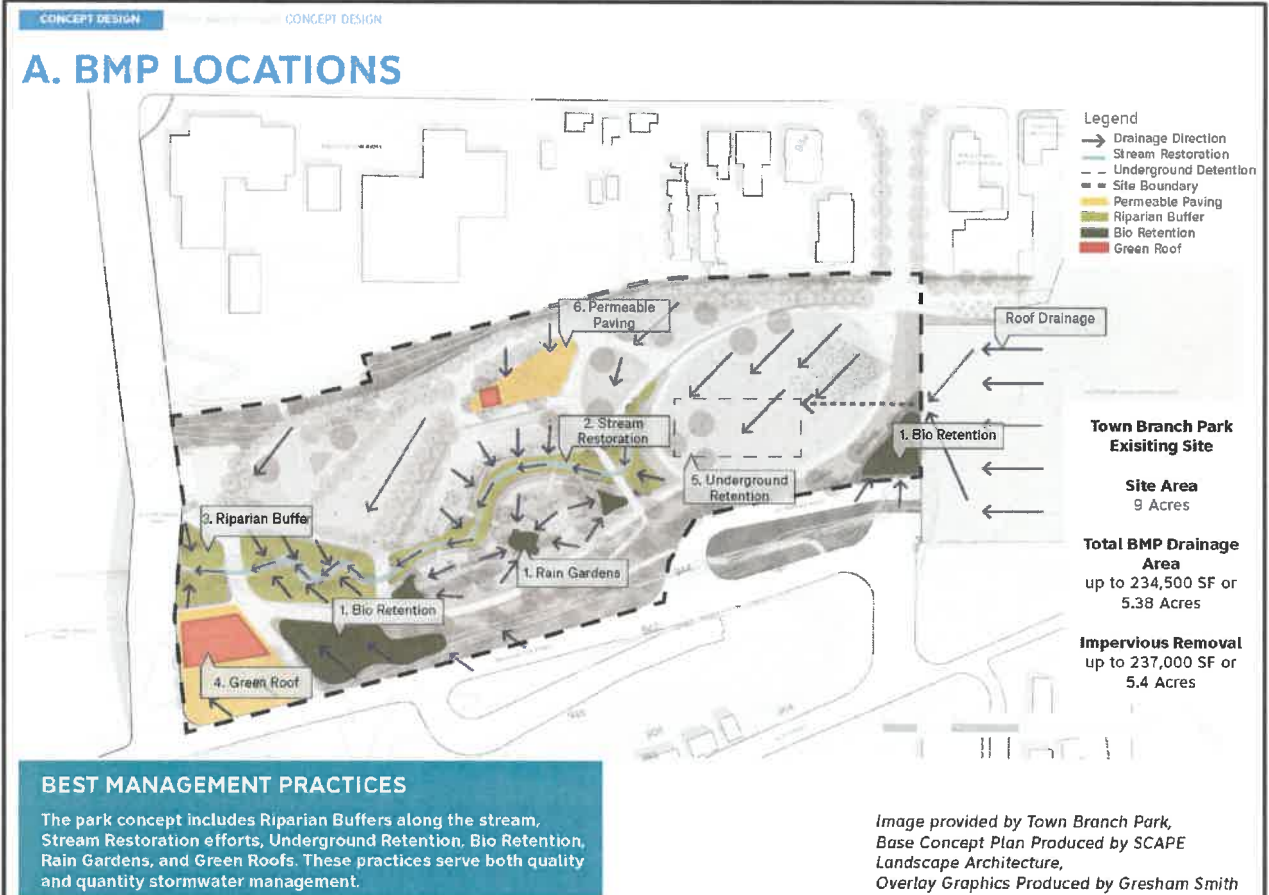
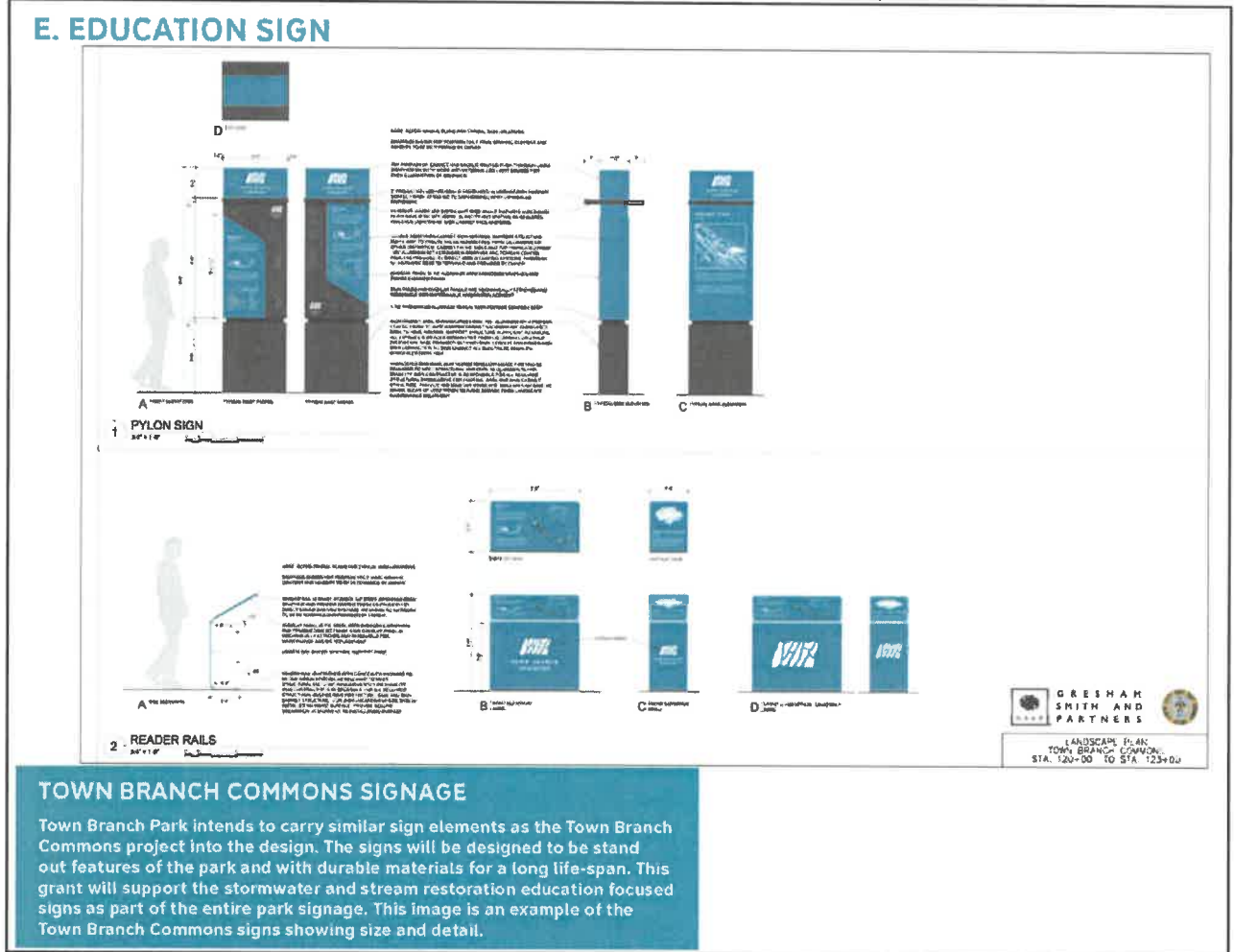




FIGURE 3 – CONCEPTUAL DRAWING OF EDUCATIONAL SIGNAGE (FROM APPLICATION)



### TOWN BRANCH COMMONS SIGNAGE

Town Branch Park intends to carry similar sign elements as the Town Branch Commons project into the design. The signs will be designed to be stand out features of the park and with durable materials for a long life-span. This grant will support the stormwater and stream restoration education focused signs as part of the entire park signage. This image is an example of the Town Branch Commons signs showing size and detail.