

GRANT AWARD AGREEMENT

*Fiscal Year 2018 Class B Infrastructure Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of May, 2018, 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 PEPPER DISTILLERY, LLC, 1170 MANCHESTER STREET, Lexington, Kentucky 40508-6700 (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 **\$300,000.00** (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.
- (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): **1170 Manchester Street, Lexington, KY 40508-6700** 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*.
- (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.
  - (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 activi-

- ties 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. Design and/or Construction) outlined herein within 24 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 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 (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*" (Attachment B).
  - (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.
  - (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.
  - (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.
  - (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:  
*[Signature]*  
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION

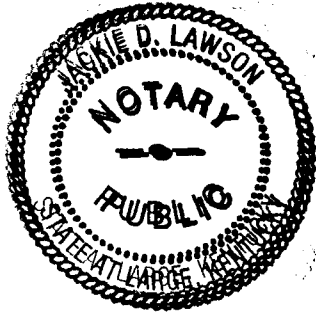
AND PROPERTY OWNER: PEPPER DISTILLERY, LLC  
1170 MANCHESTER STREET  
LEXINGTON, KENTUCKY 40508-6700

BY: *[Signature]*  
NAME: BARRY McNEES  
TITLE: MANAGER/MEMBER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by BARRY McNEES, as the duly authorized representative for and on behalf of Pepper Dist., on this the 29 day of MARCH, 20 18

My commission expires: 1-19/2020

*Jackie D. Lawson*  
NOTARY PUBLIC  
549077



NOTARY PUBLIC

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT between**  
**Lexington-Fayette Urban County Government (LFUCG)**  
**and Pepper Distillery, LLC**

**GRANT PROGRAM** **FY2018 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Project**

- 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 Construction Grant

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Pepper Distillery, LLC **BPM**  
1170 Manchester Street  
Lexington, KY 40508-6700  
KY Organization #: 0651500

**Primary Project Contact:** Barry McNeese  
859-255-6636 (phone)  
barrymcneese@gmail.com (email)

**Project Manager:** Lisa Shuster  
859-264-7500 (phone)  
Lshuster@cdpengineers.com (email)

**Secondary Project Contact:** Scott Southall (Landscape Architect of Record)  
859-264-7500  
southall@cdpengineers.com

**Project Site Location(s):** Pepper Distillery, LLC  
1170 Manchester Street  
Lexington, KY 40508-6700  
Parcel No: 25642500

**Design Engineering Firm:** CDP  
3250 Blazer Parkway  
Lexington, KY 40509  
859-264-7500 (phone)  
David Carter, P.E. (Engineer of Record)  
Scott Southall, ASLA, AICP, LEED AP BD+C (Landscape Architect of Record)

**PROJECT PLAN ELEMENTS**

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

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

All improvements shall be located on the property at 1170 Manchester Street, Lexington, Kentucky 40511, PVA #25642500 owned by Pepper Distillery, LLC. No other property or Right-of-Way shall be disturbed without the written permission from the property owners.

This project element includes design of stormwater control facilities at the specified site location. The proposed facilities are listed below and are further described in the Organization's incentive grant application. Alterations to these elements can only be made in consultation with the LFUCG Grant Manager. Significant alteration of these elements may require approval by the LFUCG Water Quality Fees Board.

## Project Elements

- a) Permeable Pavers: For water quality and quantity control. Retrofit a portion of an existing gravel lot with approx. 14,925 SF of permeable pavers and an underdrain system approx. 11,940 CF for storage under the pavers. The permeable pavers will receive stormwater runoff from approximately 28,245 in total area of drainage.
- b) Rain Garden / Bio-infiltration: For water quality and quantity control. Retrofit a portion of an existing gravel lot with a rain garden/bio-infiltration area (approx. 770 SF). The rain gardens will receive stormwater runoff from approximately 5,374 square feet of impervious surface.
- c) Impervious Area Disconnection (Landscape Islands/Green Space): For water quality and quantity control. Retrofit a portion of an existing gravel lot with landscaped islands/green space (approx. 9,426 SF).
- a) Educational: project to incorporate an educational component with the goal of providing direct exposure for educational opportunities to a large number of patrons. Stormwater education provided through a "Field Day" event and education signage that will be added to key locations on the site to illustrate the benefits of the Green Infrastructure practices implemented as part of the project. NOTE: Design team to coordinate with Friends of Town Branch Trail on appropriate content for the trail corridor.

### 1) **DESIGN DOCUMENTS:**

**Design Plans shall be provided to the LFUCG Grant Manager for review prior to starting construction phase of the project.**

- 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 infiltrating water 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 paver) 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 locations and how it will be connected into an existing storm sewer inlet or discharge into 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 – [tqueary@lexingtonky.gov](mailto:tqueary@lexingtonky.gov)  
 Engineering (right-of-way), Brian Knapp – [bknapp@lexingtonky.gov](mailto:bknapp@lexingtonky.gov)  
 Engineering (New Development), Hillard Newman - [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
 Sanitary Sewers, Rod Chervus – [rchervus@lexingtonky.gov](mailto:rchervus@lexingtonky.gov)  
 Stormwater, Greg Lubeck – [glubeck@lexingtonky.gov](mailto:glubeck@lexingtonky.gov)

- 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.

**3) STORMWATER CONTROL FACILITIES CONSTRUCTION:**

**No grant-funded construction activities shall occur until the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**

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

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- The Stormwater Pollution Prevention Plan, including the Erosion and Sediment Control Plan, shall be provided to the LFUCG Divisions of Water Quality and Engineering for review. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction/construction meeting with all parties related to the Stormwater Control Facilities. The LFUCG Grant Manager shall be invited 5 days in advance of this meeting.
- The Organization is responsible for providing all construction oversight, administration, and daily inspections. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs. Photographs shall be provided in digital format to the LFUCG Grant Manager.
- Once construction of the Stormwater Control Facilities is complete, a final walk-thru inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given 5 days notice. If punch-list items are identified, a second inspection shall be

performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given 3 days notice.

- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* included in Attachment B of the Grant Award Agreement within 21 calendar days of the final (post punch-list) inspection. This Agreement shall be recorded by LFUCG at the Fayette County Clerk's office. It is anticipated the Bioretention areas will be included in Attachment B.

## **REPORTING REQUIREMENTS**

- 1) Prior to Construction, the Organization shall provide the LFUCG Grant Manager 3 hard copies and one digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations.
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (Including one "half-size" set.)
  - Set of final specifications and bidding documents (if applicable).
  - Final detailed engineer's construction cost estimate including quantities and/or bid(s).
  - All local, state or federal required permits, approvals, public or private encroachment agreements etc. received to date for the project.
  - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual. The O&M Plan must include prohibitions against storage of certain materials on the permeable pavement.
  - Existing Condition photographs.
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 3) If the project is competitively bid, the selected contractor's unit price contract/bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within 2 business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all over-runs that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
- 7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:
  - Summary of final construction costs and quantities.
  - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents.
  - 3 copies of a 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.
  - Copies of final inspection minutes, punchlists, etc.

- Photo documentation of site conditions and improvements before, during, and after construction.
  - Signed *Agreement to Maintain Stormwater Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.).
  - Any materials generated and documentation of course materials utilized in curriculum.
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 9) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

### **EDUCATIONAL OPPORTUNITIES**

Educational signage to be added at key locations on the site to illustrate the benefits of the Green Infrastructure practices implemented as a part of this project. The design team to coordinate with Friends of Town Branch Trail on appropriate content for the trail corridor. The Pepper Distillery is interested in constructing a sustainable example of how they can improve storm water quality. Once constructed, the project could potentially provide direct exposure for educational opportunities to a large number of patrons.

### **PERMANENT FACILITIES/INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**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 Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant funded improvements as long as the improvements are in service.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement 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.

### **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) The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director or Water Quality, because of the potential for conflict with potential future LFUCG Projects.
- 2) Permeable pavement shall not be installed within 10' either side of an existing sanitary sewer and measures taken to prevent infiltrating water from entering into the sanitary sewer stone trench.
- 3) The Operations and Maintenance Plan shall preclude storage of certain materials on the permeable pavement. The Operations and Maintenance Plan shall be provided at the conclusion of the project.
- 4) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 47.5% cost share offered in the application (Approximately \$271,717.00).

- 5) Because of modifications to the parking areas, applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.
- 6) Timing of the construction of grant to coincide with adjoining development to minimize sediment tracking and run-on to permeable pavers.

**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**

<b>Activity</b>	<b>Anticipated Date(s)</b>
Purchase Order/Notice to Proceed	February 2018
Development Plan	February 2018 – May 2018
Survey	February 2018
Development Plan	February – April 2018
Review and Approval	April – June 2018
Design Documents	April – July 2018
Design Development	April – June 2018
Specifications	May 2018
Material Quantities & Cost Estimates	June 2018
Review and Approval	July – August 2018
Bidding/Contract Negotiation & Award	September 2018 – November 2018
Construction	March 2019 – July 2019
Inspections, Punch Lists, & Construction Administration	March 2019 – July 2019
As-Built Documents	July 2019 – August 2019
Project Closeout/Final Report to LFUCG	July 2019 – September 2019

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

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

- |                               |                      |
|-------------------------------|----------------------|
| 1. <u>Design Phase:</u>       | <b>\$ 71,675.00</b>  |
| 2. <u>Construction Phase:</u> | <b>\$ 500,042.00</b> |

<b>TOTAL PROJECT COSTS: \$ 571,717.00</b>
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The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share		\$ 300,000.00 not to exceed
	Estimated Cost Share	<u>\$ 271,717.00</u>
	<b>Est. Total Project Cost</b>	<b>\$ 571,717.00</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 Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception:

- None

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state or federal regulation in relation to any new development or re-development unrelated to the stormwater quality improvement project as described herein that

were to occur on-site at the same time as this project. Donated professional service hours, valued at the Median Hourly Wage for the expense provided – from 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))

Additional detail is provided in Figures 1 and 2 (from the Application Document).

**TABLE 2 – PROJECT ELIGIBLE EXPENSES**

2	Design - Site/Civil Related Services	Consultant	Project Administration	\$ 12,730.00	LS	1.0	\$ -	\$ 12,730.00	\$ 12,730.00
3	Design - Site/Civil Related Services	Consultant	Planning - Development Plan (Partial see Line 4)	\$ 6,430.00	LS	1.0	\$ -	\$ 6,430.00	\$ 6,430.00
4	Design - Site/Civil Related Services	Consultant	Contract Documents	\$ 27,595.00	LS	1.0	\$ -	\$ 27,595.00	\$ 27,595.00
5	Design - Site/Civil Related Services	Consultant	Contract Documents	\$ 14,335.00	LS	1.0	\$ 14,335.00	\$ -	\$ 14,335.00
6	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	\$ 10,595.00	LS	1.0	\$ -	\$ 10,595.00	\$ 10,595.00
8	Construction	Contractor	General Conditions	\$ 10,000.00	LS	1.0	\$ 10,000.00	\$ -	\$ 10,000.00
9	Construction	Contractor	Erosion & Sediment Control Measures	\$ 3,000.00	LS	1.0	\$ 3,000.00	\$ -	\$ 3,000.00
10	Construction	Contractor	Construction Staking	\$ 2,500.00	LS	1.0	\$ 2,500.00	\$ -	\$ 2,500.00
11	Construction (Demolition)	Contractor	Demolition - Excavation	\$ 16.00	CY	2,630.0	\$ -	\$ 42,080.00	\$ 42,080.00
12	Construction (Improvements)	Contractor	Pavement Markings	\$ 1,500.00	LS	1.0	\$ -	\$ 1,500.00	\$ 1,500.00
13	Construction (Improvements)	Contractor	New Asphalt Surface 1.5"	\$ 100.00	TN	130.0	\$ -	\$ 13,000.00	\$ 13,000.00
14	Construction (Improvements)	Contractor	New Asphalt Base 2.5" (12,786 SF)	\$ 90.00	TN	218.0	\$ -	\$ 19,620.00	\$ 19,620.00
15	Construction (Improvements)	Contractor	Materials - DGA	\$ 25.00	TN	808.0	\$ 20,200.00	\$ -	\$ 20,200.00
16	Construction (Improvements)	Contractor	Edge Key	\$ 10.00	SF	115.0	\$ 1,150.00	\$ -	\$ 1,150.00
17	Construction (Improvements)	Contractor	Materials - Permeable Concrete Pavers	\$ 5.50	SF	14,925.0	\$ 82,087.50	\$ -	\$ 82,087.50
18	Construction (Improvements)	Contractor	Materials - #9 stone (1")	\$ 25.00	TN	76.0	\$ 1,900.00	\$ -	\$ 1,900.00
19	Construction (Improvements)	Contractor	Materials - #57 stone (6")	\$ 25.00	TN	415.0	\$ -	\$ 10,375.00	\$ 10,375.00
20	Construction (Improvements)	Contractor	Materials - #3 stone (18")	\$ 25.00	TN	1,119.0	\$ -	\$ 27,975.00	\$ 27,975.00
21	Construction (Improvements)	Contractor	Materials - Non-woven Geotextile - Type IV	\$ 6.00	SY	1,658.0	\$ -	\$ 9,948.00	\$ 9,948.00
22	Construction (Improvements)	Contractor	Materials - Formed Class A Concrete (ribbon)	\$ 28.00	LF	1,130.0	\$ -	\$ 31,640.00	\$ 31,640.00
23	Construction (Improvements)	Contractor	Materials - Formed Class A Concrete	\$ 28.00	LF	90.0	\$ -	\$ 2,520.00	\$ 2,520.00
24	Construction (Improvements)	Contractor	Standard Header Curb	\$ 25.00	LF	455.0	\$ 11,375.00	\$ -	\$ 11,375.00
25	Construction (Improvements)	Contractor	6" Concrete (Entrance apron & Dumpster Pad)	\$ 55.00	SY	145.0	\$ 7,975.00	\$ -	\$ 7,975.00
26	Construction (Improvements)	Contractor	4.5" Concrete Sidewalk	\$ 42.00	SY	72.0	\$ 3,024.00	\$ -	\$ 3,024.00
27	Construction (Improvements)	Contractor	Materials - 8" N-12 HDPE Pipe	\$ 35.00	LF	310.0	\$ 10,850.00	\$ -	\$ 10,850.00
28	Construction (Improvements)	Contractor	Materials - 6" N-12 HDPE Perf Pipe	\$ 15.00	LF	500.0	\$ 7,500.00	\$ -	\$ 7,500.00
29	Construction (Improvements)	Contractor	Bollards	\$ 1,250.00	EA	2.0	\$ 2,500.00	\$ -	\$ 2,500.00
30	Construction (Improvements)	Contractor	Parking Stops	\$ 200.00	EA	19.0	\$ 3,800.00	\$ -	\$ 3,800.00
31	Construction (Improvements)	Contractor	Viewing well	\$ 750.00	EA	2.0	\$ 1,500.00	\$ -	\$ 1,500.00
32	Construction (Improvements)	Contractor	8" Mitered Drain Outlet	\$ 500.00	EA	1.0	\$ 500.00	\$ -	\$ 500.00
33	Construction (Improvements)	Contractor	Cleanout Assemblies	\$ 500.00	EA	7.0	\$ 3,500.00	\$ -	\$ 3,500.00
35	Bio-infiltration	Contractor	Amended Soil (18")	\$ 65.00	CY	125.0	\$ 8,125.00	\$ -	\$ 8,125.00
36	Bio-infiltration	Contractor	#57 (18")	\$ 25.00	TN	18.9	\$ 473.00	\$ -	\$ 473.00
37	Bio-infiltration	Contractor	#57 (18")	\$ 25.00	TN	26.1	\$ -	\$ 652.00	\$ 652.00
38	Bio-infiltration	Contractor	Landscape Plantings	\$ 50,000.00	LS	1.0	\$ 50,000.00	\$ -	\$ 50,000.00
40	Other (Miscellaneous)	Project Manager	Mobilization & Demobilization (6.5%)	\$ 25,422.50	LS	1.0	\$ 25,422.50	\$ -	\$ 25,422.50
41	Other (Miscellaneous)	Project Manager	Contingency (20%)	\$ 83,340.00	LS	1.0	\$ -	\$ 83,340.00	\$ 83,340.00
43									
44	*COST SHARE % = 47.53%								
45									

FIGURE 1 – PROJECT AREA (FROM APPLICATION)

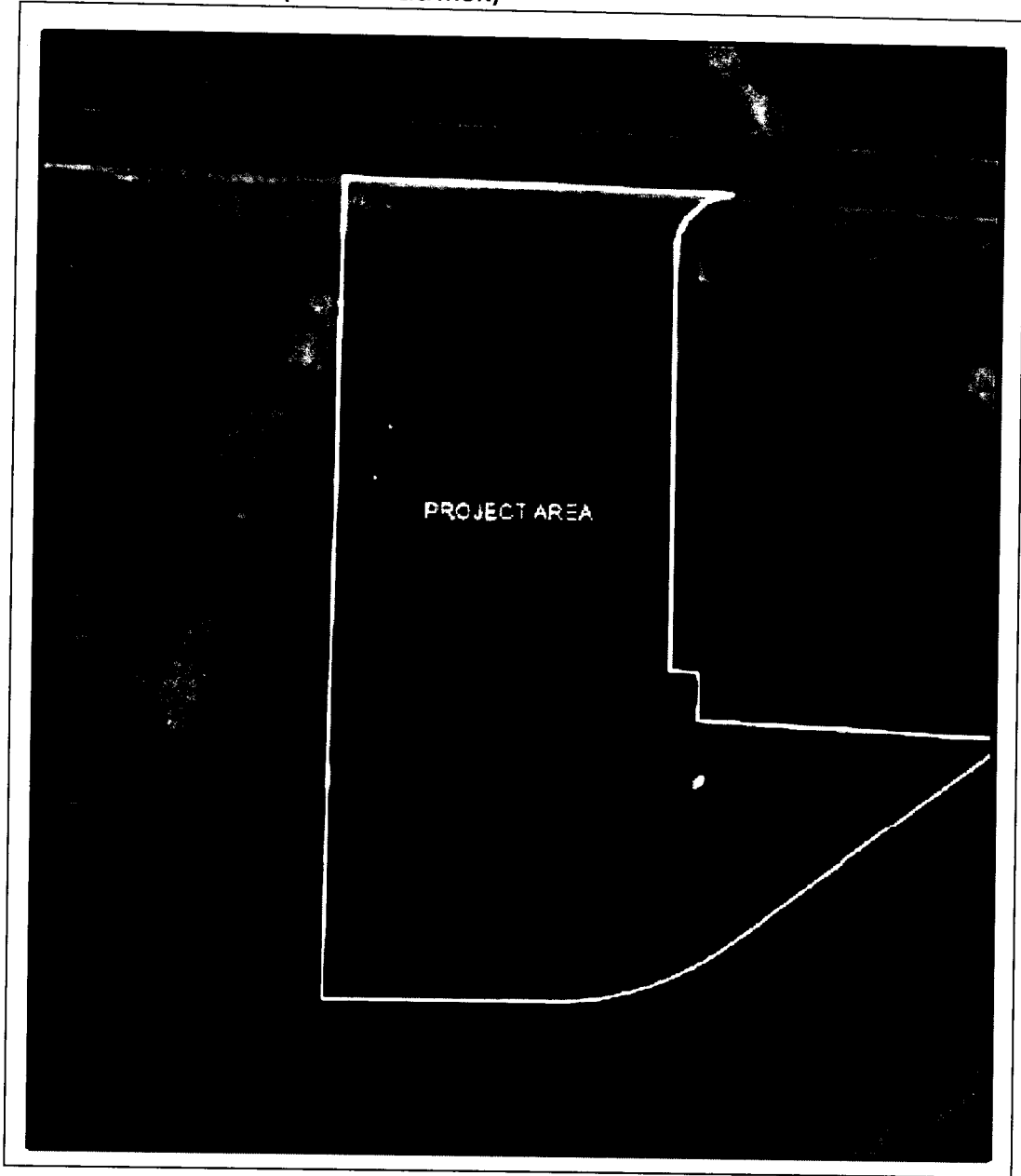
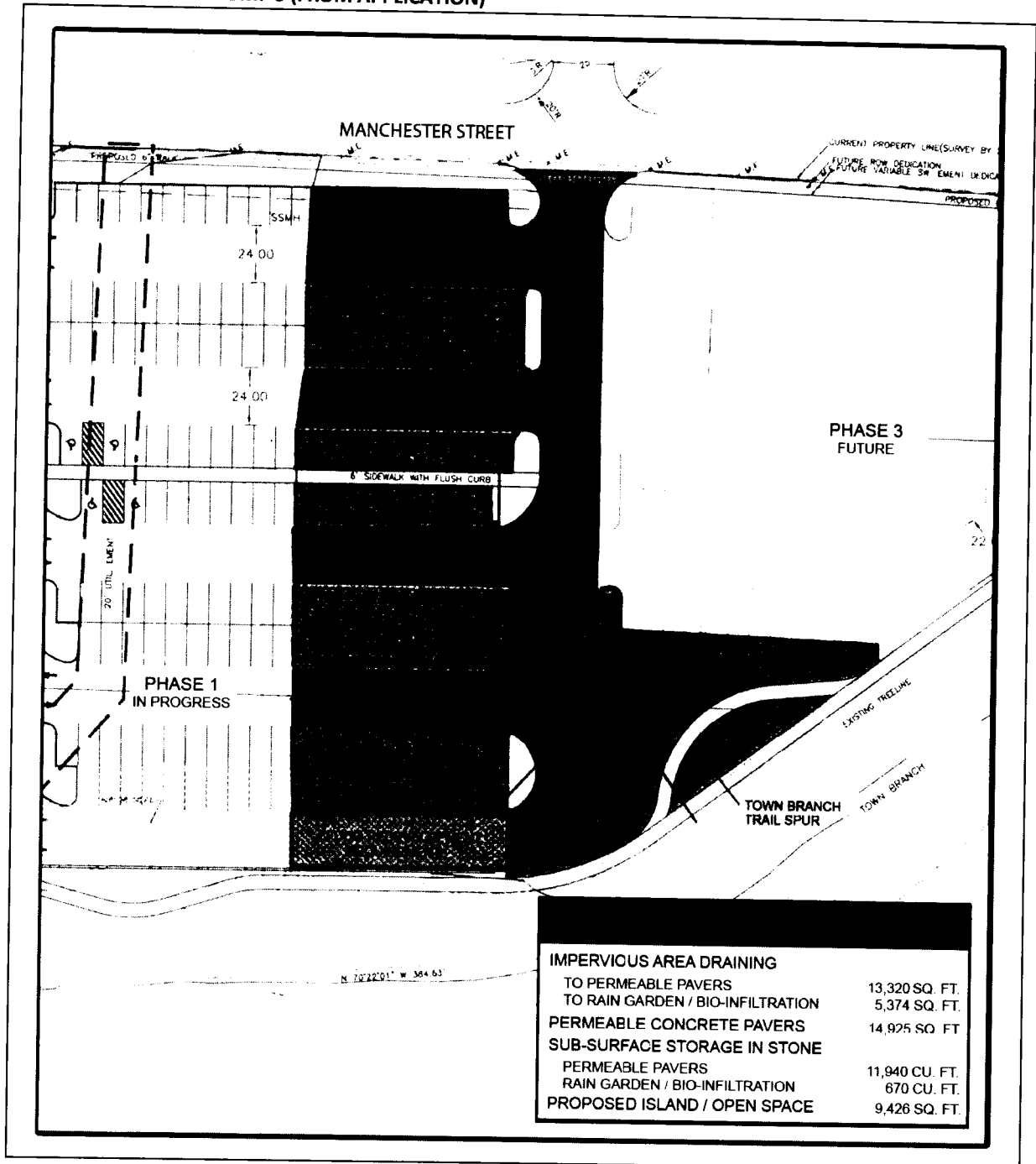
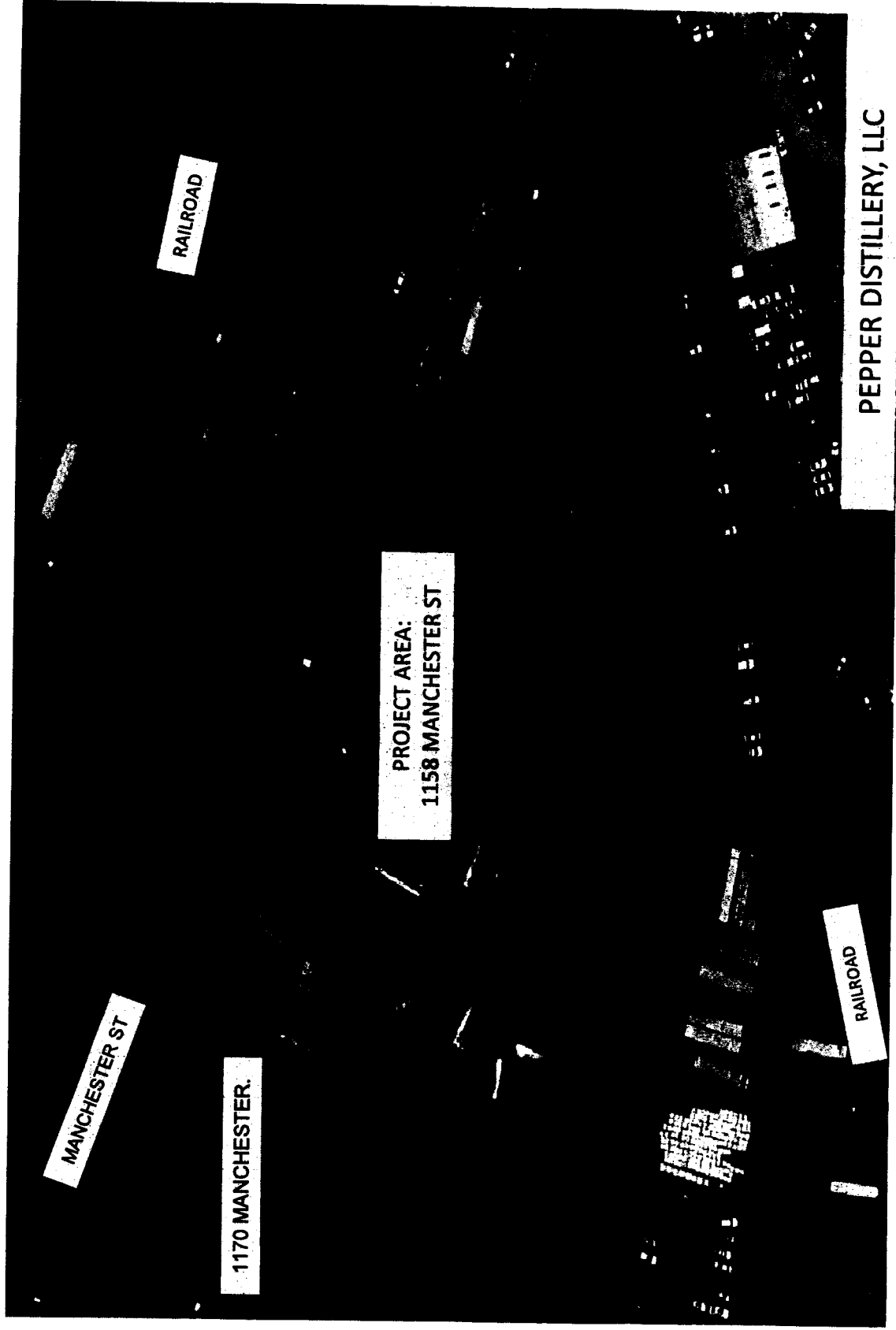


FIGURE 2 – PROPOSED BMP'S (FROM APPLICATION)




Stormwater Quality Projects Incentive Grant Program







TO: Mayor Jim Gray  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: April 4, 2018

SUBJECT: Recommendation for a FY18 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Pepper Distillery, LLC

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Request

The purpose of this memorandum is to request approval of a FY18 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Pepper Distillery, LLC, in the amount of \$300,000.00.

Purpose of Request

The purpose of this project is to reduce the rate of stormwater run-off and improve the quality of stormwater prior to being introduced in the nearby Town Branch Creek. A major component of this project is the retrofit of multiple impermeable areas including a parking lot with permeable concrete pavers (approx. 14,925 SF), an existing gravel lot with a rain garden/infiltration area (approx. 770 SF), and an existing gravel lot with landscape islands/green space (approx. 9,426 SF). Stormwater education is incorporated through a field day event and stormwater educational signage at key locations.

Project Cost in FY18 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$300,000.00 and will be fully spent by FY20.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_18 – WQ\_GRANT

Martin/Hoskins-Squier

