

Lex Grow Trees Grant Program Guidelines

Round 2 – Fall 2024

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized \$1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, \$75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Based on the Urban Tree Canopy Study, LFUCG-owned properties are, on average, meeting the 30% recommended city-wide canopy goal. The study shows that other publicly-owned properties and most privately-owned properties are in need of increased tree canopy. As such, the Lex Grow Trees Grant Program will provide preference to projects proposed on properties not owned by the City.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)

2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Ineligible for Funding

In general, the following items are not eligible for funding; however, potential applicants are encouraged to discuss their proposed project idea with the Division of Environmental Services prior to the application deadline if there are questions about funding eligibility.

1. Planting of trees to fulfill development and/or zoning requirements (e.g., Chapter 17B of the Code of Ordinances, Articles 18 and 26 of the Zoning Ordinance, and Article 6-10 of the Land Subdivision Regulations). Trees proposed for a development site that are in addition to trees that are required by ordinance are potentially eligible for funding if the applicant can demonstrate that they have funds available to complete the required plantings.
2. Tree-related activities, like planting or maintenance, on LFUCG property, or marketing or educational campaigns about trees generally that can be, or is being, performed by LFUCG staff.
3. Indirect costs, including, but not limited to those applied as a percentage of the direct costs of the proposed project budget.

Application Requirements

Applications must include the following information:

1. Organization info
 - a. Name of organization
 - b. Street address and zip code
 - c. Phone number
 - d. Email address
2. Contact information
 - a. Contact person name
 - b. Contact person title
 - c. Contact person phone number
 - d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
 - a. Starting date
 - b. Milestone dates
 - c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: <https://www.lexingtonky.gov/>)

7. Supplemental material
 - a. A minimum of three (3) color photographs of the project area
 - b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
 - c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the [2022 Urban Tree Canopy Study](#).)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency (budget must be specific, justified, and reasonable)
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.
3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement. The final ten percent (10%) of the grant funds shall not be requested until the project is complete and the final report (see #13 below) is submitted. Upon acceptance of the final report, the final invoice will be processed for payment, and the grant will be closed out.
6. Organizations will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
 - a. Obtaining approvals.
 - b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.

9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
 - a. A description of the project and the benefits derived from its implementation;
 - b. Locations of trees planted, including species;
 - c. Locations of trees pruned or maintained, including species;
 - d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
 - e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
 - f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
 - g. Sample outreach and/or educational materials used.

Lex Grow Trees Grant Program	APPLICANT NAME	INSERT NAME	NOTES & FEEDBACK
	FUNDING REQUESTED	INSERT AMOUNT REQUESTED	
PROJECT IMPACT (20%)			
Is the project location within the focus areas identified by the grant program and/or the 2022 Urban Tree Canopy Assessment?	Points Available:		
i. Mobilization of community and neighborhood tree advocates and stewards			
ii. Tree planting			
iii. Tree maintenance		10	
iv. Tree education			
Is the project location within an area with low tree canopy coverage (e.g., Council Districts, Census Tracts, etc. that are identified in the 2022 Urban Tree Canopy Assessment or in TreePlotter) or in an area of priority for environmental and/or human health?		10	
	Total Score:	20	0
PROJECT ENGAGEMENT (25%)			
Does the applicant demonstrate a community need for the project?	Points Available:	10	
Is the applicant proposing to involve an audience and/or volunteers?			
If so, what is the size of the target audience and/or # of volunteers?			
i. 0-10 People			
ii. 11-20 People			
iii. 21-50 People			
iv. More than 50 People		5	
Is there an educational component to the proposed project? i.e., Does the project help to increase the understanding of the benefits of trees in our community? Is the project location accessible?		10	
	Total Score:	25	0
TREE MOBILIZATION (25%)			
How many trees is the applicant proposing to plant and/or maintain?		15	
i. 0-10 Trees			
ii. 11-20 Trees			
iii. 21-50 Trees			
iv. More than 50 Trees			
Is the applicant prepared to maintain trees past the grant program deadline or has plans for maintenance?		10	
	Total Score:	25	0
PROJECT SUCCESS (10%)			
Does the applicant demonstrate readiness and ability to create and implement the grant program?	Points Available:	5	
Does the applicant demonstrate readiness and ability to abide by the schedule of the grant program?		2.5	
Does the applicant provide appropriate and quantifiable program success measures?		2.5	
	Total Score:	10	0
COST EFFICIENCY (20%)			
Are the applicant's budget narrative and proposal specific, justified, and reasonable?	Points Available:	20	
	Total Score:	20	0
Total Applicant Score out of 100 Points:		0	

Scoring Committee:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 202__ by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and _____ (Hereinafter "Organization"), with the mailing address of _____, _____, _____.

WITNESSETH:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

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

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed \$ _____ as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Attachment A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Attachment B.
2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.
3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Attachment C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and

Determination Form (Attachment B) Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:
 - a. A description of the project and the benefits derived from its implementation;
 - b. Locations of trees planted, including species;
 - c. Locations of trees pruned or maintained, including species;
 - d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
 - e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
 - f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
 - g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

Organization Name (Printed)

BY: _____
Signature

Title

WITNESS SIGNATURE

WITNESS PRINTED NAME

DATE

4881-3166-5349, v. 1

SAMPLE