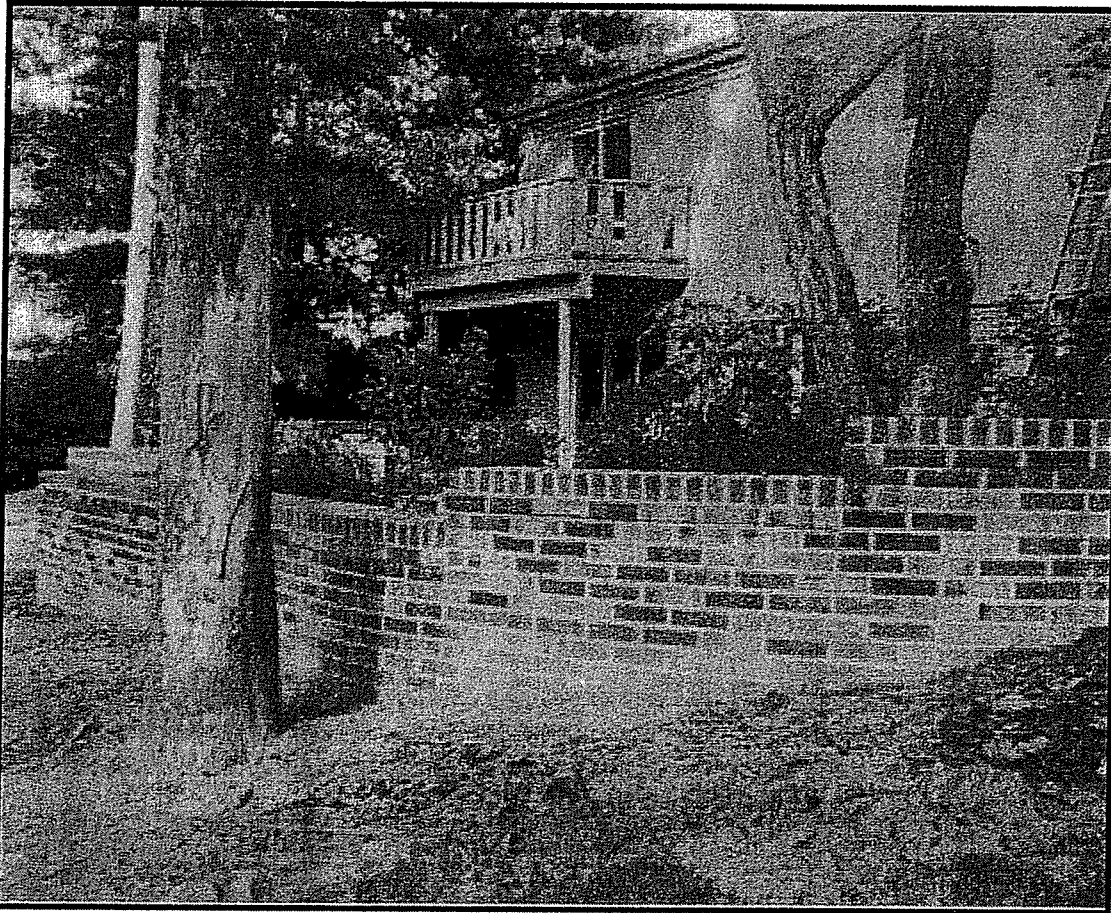


COOPERATIVE FLOOD-PROOFING PROGRAM



Barrier built: The patio of this house was frequently covered with storm water during usual storms. A structural wall with a brick façade was constructed to protect the patio.

Lexington-Fayette Urban County Government
Department of Public Works
Division of Engineering



Lexington
Fayette
Urban
County
Government



COMMISSIONER OF PUBLIC WORKS

A Policy for Cooperative Assistance to Owners
Of Flood Prone Properties


The Lexington-Fayette Urban County Government recognizes that many private properties in Fayette County flood on a regular basis. In an effort to provide equitable assistance to the owners of those properties the Urban County Government has adopted the following policy.


1. The Government does not automatically accept responsibility for the remedy of flooding to any privately owned property or structure.
2. The Government may supply financial assistance to some property owners for structural changes to residences and some other buildings that flood from overland flow on a regular basis.
3. This program is intended for owner occupied single family dwellings and duplexes.
4. Assistance is limited to flooding caused by the overland flow of storm water. There will be no assistance to prevent flooding caused by backup through sanitary sewers or any other pipe system attached to the building. There will be no assistance to prevent flooding caused by the seepage of ground water into a residence.
5. Assistance is limited to actual structural changes to the dwelling itself and to the rearrangement of external mechanical devices (air conditioners, heat pumps, etc.) that may be damaged by flood waters. The installation, replacement, or rearrangement of sump pumps and ancillary devices is excluded from this program. Regrading of land, except as part of structural changes to buildings, is excluded from this program.
6. It is preferred that, where applicable, flooding problems should be addressed through the Government's Joint Participation Program. This program can be used to improve surface drainage conditions but can not be used for structural improvements to buildings.

A Policy for Cooperative Assistance to Owners
Of Flood Prone Properties

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7. This program will be administered by the Lexington-Fayette Urban County Government, Division of Engineering. This division will make recommendations for improvements to structures, inspect work for compliance with those recommendations, and calculate the amount of financial assistance to be received by the property owner.
8. The actual work to the structures must be completed by third party contractors or laborers. The property owner is responsible for contacting them, obtaining bids, determining that the work is completed correctly, and making all payments to them. No improvements to properties under this program will be performed by the Government. The Government will not provide supervision, inspection, or approval of work for either the property owner or the contractor. The property owner must obtain all necessary permits and make certain of compliance with all pertinent laws, codes, and regulations.
9. The Government will require releases of liability and assurance of payment from both the property owner and the owner's contractor. Blank forms for these releases will be supplied by the Government, but it is the responsibility of the property owner to acquire all signatures. If the forms are not properly completed, the Government will not participate in the program.


James C. Street, Commissioner
Department of Public Works


David A. Uckotter, P.E.
Urban County Engineer

COOPERATIVE FLOOD-PROOFING PROGRAM

Lexington-Fayette Urban County Government
Department of Public Works
Division of Engineering, 258-3410

In 1992, when Lexington suffered one of the worst rainstorms in recorded history, minor structural changes could have prevented many homes from flooding. To assist homeowners in making these structural changes, the LFUCG established the Cooperative Flood-Proofing Program. The program reimburses the homeowner up to 50% for structural changes that prevent the entry of over-ground water.

Here's a synopsis of how the program works:

Criteria for Participation

- Owner-occupied, single-family houses and owner-occupied duplexes.
- Over-ground water entering through windows, doors or other openings. (Wet basements due to ground-water seepage do not qualify.)

Determining Eligibility

The Division of Engineering will visit the property and determine if it meets the criteria for eligibility.

If Eligible

Division of Engineering staff and the property owner will review where water enters the house and what measures could be taken to eliminate the entry of water. Some common modifications are:

- building a barrier wall around a patio,
- installing wells and covers around windows and doors leading into the basement,
- creating a structural berm, and
- re-grading around the house.

Who Develops the Plan?

It is the property owner's responsibility to have a plan developed. Professional engineers or other experienced personnel offer this service. However, the LFUCG does not reimburse for payment for this service.

Signing up

Since a limited amount of funding is budgeted annually for the flood-proofing program, the property owner is asked to show interest by signing the LFUCG's "***Initial Commitment***" form. Signing this form does not require the property owner to participate in the program.

Contracting the Work

It is the property owner's responsibility to select a competent and economical contractor to do the work. The LFUCG does not hire or recommend any contractor for flood-proofing work.

Bids for the Work

In order to qualify for any flood proofing reimbursement, the property owner is required to submit the three lowest bids to the Division of Engineering. The reimbursement will be paid only for the lowest bid, regardless of which bid the property owner chooses to take.

Releasing the LFUCG

In compliance with the program, and prior to any modifications being made to the property, the property owner must submit to the Division of Engineering the signed and notarized LFUCG's "*Property Owners' Request and Release*" form and the "*Cooperative Flood Proofing Program Contractor's Release*" form. A copy of the *building permit* issued by the LFUCG's Division of Building Inspection must also be submitted to the Division of Engineering.

The Division of Engineering does not inspect, supervise or get involved in any way as the work is being done.

Procedure for Reimbursement

When the work is completed, it is the property owner's responsibility to pay the contractor for the services. The property owner then must have the LFUCG's "*Contractor's Assurance of Payment*" form signed by the contractor and notarized. When this form, properly signed and notarized, is submitted to the Division of Engineering, staff will visit the property to review the work and begin the reimbursement process, which can take up to eight weeks.

CHECKLIST

Here's a checklist for the above information. As the property owner, I understand that:

- The Division of Engineering will inspect the property and talk with the property owner to determine eligibility for the program.
- The property owner signs a form to express interest in participating in the program.
- The property owner has a plan developed to eliminate over-ground water from entering the house.
- The property owner finds the contractor and submits the three lowest bids to the LFUCG.
- The LFUCG reimburses only for the lowest bid regardless of which contractor the property owner selects to do the work.
- Prior to the work being done, the property owner signs and has notarized two LFUCG forms and submits them, along with a copy of the building permit, to the Division of Engineering.
- The Division of Engineering is not involved with the work as it is being done.
- Upon completion of the work, the contractor signs a form, which gets notarized, to say he/she has been paid by the property owner.
- The property owner submits that form to the Division of Engineering.
- Division of Engineering staff reviews the flood-proofing work.
- Reimbursement of up to 50% can take up to eight weeks.

Cooperative Flood Proofing Program
Property Owners' Statement of Initial Commitment

I, _____, Owner of the property
at _____, understand that the Lexing-
ton-Fayette Urban County Government has a program to financially
assist me with correcting the flooding problems on my property.

By my signature I am expressing my interest in the program and my
willingness to follow the program's procedures.

At this time I am only obligated to obtain detailed bids from at
least three different contractors that I believe are qualified to
make changes to my home. It is not necessary for me to make a
final decision about participation in the program until after I
have obtained those bids.

Signed _____

Date _____

Witness _____

Date _____

PROPERTY OWNERS' Request and Release

I (We), _____, Owner(s) of the property at _____, do hereby request cooperative financial assistance from the Lexington-Fayette Urban County Government for the purpose of making structural changes to my home at the stated address so that hazard from future flooding due to the overland flow of water may be reduced.

I (We) have received a copy of "A Policy for Cooperative Assistance to Owners Of Flood Prone Properties." I (We) have read and fully understand that the intent of this policy is to provide me (us) with financial assistance so that I (we) may make structural changes to my (our) home with the intent of reducing the hazard of home flooding from the overland flow of water.

I (We) agree to hold the Government and its employees and agents harmless for damage or reduction in value to my (our) property resulting from construction or changes to that property through my (our) participation in this program. I (We) understand that any statements made by these employees and agents are only advisory in nature. The final decision as to the amount, type, and extent of work to be completed on the subject property is mine (ours) alone. I (We) understand that there is no guarantee from the Government or its employees and agents that work or changes to the subject property will have any corrective effect in regard to any flooding hazard on that property.

I (We) understand that no workers, materials, equipment, or inspection shall be supplied by the Government. All contracts, workers, permits, materials, and miscellany shall be supplied by me (us) without obligation to the Government or its employees and agents. I (We) further understand that the Government shall have no supervisory capacity over any workers that I (we) have hired or contracted to make the desired changes to my (our) property.

I (We) agree to supply to the Lexington-Fayette Urban County Government, Division of Engineering, correct copies of all bids, contracts, and billings that may apply to flood control work on the subject property.

I (We) agree to make complete payment to all contractors and workers, understanding that the Government has no responsibility for any payment to them.

I (We) understand that the total financial assistance given to us by the Government shall not be calculated and payment to us shall not be made until all construction work is completed on the subject property, and that the calculations shall be based upon workmanship, completeness of work, quality of materials, and the judged effectiveness of the work in reducing the hazard of flooding. I (We) agree that the final decision as to the amount of payment to me (us) rests with the Lexington-Fayette Urban County Government, Division of Engineering.

Signed _____ Date _____

Notary _____

Signed _____ Date _____

_____ County
My commission expires _____

Cooperative Flood Proofing Program
Contractor's Release

I, _____, Owner of or on behalf of _____ have entered into a contractual/business relationship with _____, Owner(s) of the property at _____. The purpose of that relationship is to provide labor and necessary materials to effect structural changes to the property that will reduce the hazard of flooding from the overland flow of water.

I understand that the Lexington-Fayette Urban County Government will provide financial assistance to the property owner(s) when this work is completed, but that there shall be no payment made to me or my company by the Lexington-Fayette Urban County Government; payment will only be made by the owner(s) of the subject property.

I understand that all statements made to me, or other persons employed to work at the subject property, by employees and agents of the Government are advisory in nature only, and those statements shall not be construed as directive or supervisory.

I agree to hold the Government and its employees and agents harmless for damage or injury, either financial or physical, that may befall either me, my employer, or other persons employed to work at the subject property.

I agree to make complete payment to all sub-contractors, workers, and suppliers, understanding that neither the Government nor the owner of the subject property have any responsibility for payment to them.

I understand that there is no contractual agreement, either expressed or implied, for work at the subject property between me or my company and the Lexington-Fayette Urban County Government.

Signed _____ Date _____

Notary

County
My commission expires _____

Cooperative Flood Proofing Program
Property Owners' Assurance of Payment

I (We), _____, Owner(s) of the property at _____, have entered into a contractual/business relationship with _____. The purpose of that relationship was to provide labor and necessary materials to effect structural changes to my (our) property to reduce the hazard of flooding from the overland flow of water.

That work is now complete. All bills for labor and materials presented to me (us) have been paid according to my (our) agreement with the contractor.

Signed _____ Date _____

Notary

Signed _____ Date _____

County _____
My commission expires _____

Cooperative Flood Proofing Program
Contractor's Assurance of Payment

I, _____, Owner of or on behalf
of _____ have entered into a
contractual/business relationship with _____
_____, Owner(s) of the property at _____
_____. The purpose of that relationship was to
provide labor and necessary materials to effect structural chang-
es to that property to reduce the hazard of flooding from the
overland flow of water.

That work is now complete. All bills for labor and materials,
owed by either me or my company, used to complete the work have
been paid. There is no money owing to any supplier of materials
or services, and no wages are owed to any person employed for the
purposes of the contract.

Signed _____

Date _____

Notary _____

County _____

My commission expires _____



Protecting the basement: This poured-concrete barrier and steps keep over-ground water from running into the basement stairwell.

Lexington-Fayette Urban County Government
Division of Engineering



*For information about the Division of Engineering's
Cooperative Flood-Proofing Program,
call 258-3410.*



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