

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 7th day of March, 2025, 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 **BLUEGRASS GREENSOURCE, INC., 835 NATIONAL AVENUE, LEXINGTON, KEN-TUCKY 40502** (hereinafter "Grantee").

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 LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist 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) Government hereby grants the Grantee the sum of **\$39,630.00** (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 shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 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 expenditures, grant reimbursements, and match.

- (6) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every 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 activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
 - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated 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 donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
 - (d) 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 and forward it 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 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 (11) herein below.
 - (f) 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 within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

- (7) 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 (11) herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (9) The Grantee understands that the Grant 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.
- (10) 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 contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, 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.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any 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.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) 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.
- (18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the 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.
- (19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee 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 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.
- (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.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
[Signature]
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **BLUEGRASS GREENSOURCE, INC.**
835 NATIONAL AVENUE
LEXINGTON, KY 40502

BY: Amy Salner
NAME: Amy Salner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Amy L. Salner, as the duly authorized representative for and on
behalf of Bluegrass Greensource, Inc. on this the 18th day of
December, 2024.
My commission expires: 08/08/2027

[Signature]
NOTARY PUBLIC



Nella M. Hiens
Notary Public ID No. KY015045
State at Large, Kentucky
My Commission Expires on 08/08/2027

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

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Education 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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Bluegrass Greensource, Inc. (BGGS)
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

Primary Project Contact & Project Manager: Amy Sohner
859-266-1572 (phone) **AS**
amy@bggreensource.org (email)

Secondary Project Contact: Pattie Stivender
859-266-1572 (phone)
pattie@bggreensource.org (email)

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. This project has two main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

- 1) **Rain Barrel Workshop:** This program will provide four (4) rain barrel workshops where attendees will learn how water that runs off of their property can affect *water quality* and *quantity*. The program will allow 20 participants, for a total of 80 rain barrels made, to make and take home their very own rain barrel.
- 2) **Public and Classroom Education:** The *Family Engagement Events* will encourage conversations about *water quality*, the benefits of riparian buffers, and the aquatic habitat our waterways support. These events will take place where students and parents connect such as at schools and libraries.

The *Creek Days Program* will allow Bluegrass Greensource's to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on *water quality*, by participating in classroom and outdoor activities. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or near their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing.

Tree Week Programming (Tree Day) will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff.

Junior Nature Explorers (JNE): will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around *water*. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar

curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and *local waterways*. Each student will receive a “*Family Connections Card*” to take home after each BGGS visit. This card will include vocabulary they have learned, questions family members can/should ask their students, and ideas for continuing their students’ learning outside of the classroom.

TARGET AUDIENCE

Homeowners – The *Empower Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Each rain barrel workshop will allow for 20 participants, for a total of 80 rain barrels made.

Students – The student-focused programs will target preK-12th grade students throughout Lexington schools.

This proposal anticipates working with a total of 1,200 K-12 students through full-day “Creek Days” at schools with direct or walkable access to local streams. To prepare the students for the Creek Day, a pre-lesson will be provided on the concepts of watersheds and water quality before they get to the creek, causing the total engagements to be 2,400 for Creek Day.

The five Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1,500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes, for a total of 1,125 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,555, and because of multiple lessons taught as part of some of the programs, there will be a total of 6,305 interactions through this program.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to make small behavior changes that will result in a big, positive impact on our local environment. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader *water quality* education in the long term.

To encourage sustainability, the *Rain Barrel Program* will include a maintenance sheet to confirm that participants understand how to install and maintain their rain barrels. The maintenance education also reinforces proper installation and continued use.

The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end.

- 2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement *water quality* programming on a long-term basis.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its *water quality* education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. The goals of the incentive program are to improve *water quality*, reduce stormwater runoff, and educate citizens about local stormwater and *water quality* issues. The majority of our proposed program will assist with the education part of the goal; however, the rain barrel programs will directly address both *water quality* and *quantity* as well.
2. The success of the four *Rain Barrell Program* will be realized if the program reaches a combined total of 80 people and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.
3. The public education interactions are expected to reach approximately 3,555 individuals with 6,305 interactions.
4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.
5. The Family Engagement Events will reach 300 students and adults per event for a total of 1,500 people.
6. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.
- 3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.
- 4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

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

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.
3. Applicant shall specify educational and promotional materials that are *water quality* related or that will include *water quality* messaging (i.e. brochures, bookmarks, cards and so forth).
4. Applicant shall provide rate of pay records for personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.
5. Applicant to reference the U.S. Bureau of Labor Statistics (BLS) median hourly wage rates and adjust salaries for personnel listed in the budget, accordingly and provide the Division of Water Quality with a revised budget for inclusion in the Grant Award Agreement.
6. Applicant to provide student/teacher evaluations as part of the Project Final Report.
7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.9% cost share offered in the application (approximately \$11,511.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Grant Award Agreement	Activity	Schedule
	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2025
Rain Barrel Workshops	Planning and Promotion	February 2025 - April 2025 June 2025 - July 2025
	2 Workshops each season	May 2025 and August 2025
Jr. Nature Explorers	Identify 25 preschool classes	February 2025 – April 2025
	Begin a series of 3 lessons for each class	March 2025
	All 25 classes have finished the program	May 2025
Creek Days	Identify schools to work with	February 2025 – April 2025
	First round of Education	April 2025 – May 2025
	Second Round of Education	September 2025 – October 2025
Family Engagement Events	First three events	April 2025 – May 2025
	Final Events	September 2025 – October 2025
Tree Days Program	Identify schools to work with	August 2025 – September 2025
	Tree Week activities	October 2025
Grant Closeout	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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. 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).

TABLE 2 – ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization/In-Kind Match	Funded by Grant	Total Expense
1	Project Element: Lexington Empowerment: Rain Barrels								
2	Workshop planning/promotion/production	Personnel Hours	BGGG Staff	Staff time	\$ 30.00 per hour	80		\$ 2,400.00	\$ 2,400.00
3	Paid promotion	Promotion	BGGG Staff	social media	\$ 20.00 per boost	4		\$ 80.00	\$ 80.00
4	Rain Barrel Supplies	Supplies	BGGG Staff	barrel, downspout, spigot, overflow	\$ 50.00 parts/barrel	84	\$ 1,600.00	\$ 2,600.00	\$ 4,200.00
5	Other supplies and printing	Supplies	Attendees	snacks, plants for giveaways	\$ 25.00	4		\$ 100.00	\$ 100.00
6	Participants	Personnel Hours	Homeowners for all four workshops	Attendees	\$ 15.00 per hour	160	\$ 2,400.00		\$ 2,400.00
7	Project Element: Junior Nature Explorer								
8	Plan, Develop and Execute Classroom Activities for 25 classes (3 lessons each)	Personnel Hours	BGGG Staff	Staff Time	\$ 30.00 per hr	295		\$ 8,850.00	\$ 8,850.00
9	Classroom Supervision	Personnel Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	\$ 43.19 per hour	50	\$ 2,159.50		\$ 2,159.50
10	Classroom Supplies	Supplies	Fayette Co Students	Resource Library materials	\$ 45.00 per activity	20	\$ 900.00		\$ 900.00
11	Supplies	Supplies	Fayette Co Students	Supplies based on 75 activities	\$ 5.00 per activity	75		\$ 375.00	\$ 375.00
12	Travel to schools	Mileage	BGGG Staff	Mileage	\$ 0.50 per mile	600		\$ 300.00	\$ 300.00
13	Project Element: Tree Days/Stormwater Education (Based on 20 classes)								
14	Development, Organization, Implementation and Promotion of 5 Tree Days	Personnel Hours	BGGG Staff	Staff Time	\$ 30.00 per hr	178		\$ 5,340.00	\$ 5,340.00
15	Teacher Supervision for each Tree Day	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19 per hr	35	\$ 1,511.65		\$ 1,511.65
16	Supplies	Supplies	Fayette Co Students	Materials for classroom education	\$ 30.00 per school	5		\$ 150.00	\$ 150.00
17	Tree/Stormwater Resource kit (for check out)	Supplies	Fayette Co Teachers	Materials for checkout	\$ 500.00 per kit	1		\$ 500.00	\$ 500.00
18	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50 per mile	250		\$ 125.00	\$ 125.00
19	Project Element: Creek Days (based on 10 creek days)								
20	Development, promotion, Organization and execution of 10 Creek Days	Personnel Hours	BGGG Staff	Staff Time	\$ 30.00 per hr	245		\$ 7,350.00	\$ 7,350.00
21	Busses	Transportation	Fayette Co Students	travel	\$ 150.00 per school	6	\$ 900.00		\$ 900.00
22	Creek Day Family Enegagment Event 5 events	Personnel Hours	BGGG Staff	Staff Time	\$ 30.00 per hour	50		\$ 1,500.00	\$ 1,500.00
23	Pre Lessons (1 per class)	Personnel Hours	BGGG Staff	Staff Time	\$ 30.00 per hour	100		\$ 3,000.00	\$ 3,000.00
24	Teacher Supervision for each Creek Day and teacher led pre lessons	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19 per hr	50	\$ 2,159.50		\$ 2,159.50
25	Supplies for Creek Days	Supplies	Students	Supplies based on 10 Creek days	\$ 25.00 per day	10		\$ 250.00	\$ 250.00
26	Supply Rental - use of boots, nets, chemical tests, macro ID tools	Supplies	Students	Creek Day Materials	\$ 75.00 per day	10	\$ 750.00		\$ 750.00
27	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50 per mile	210		\$ 105.00	\$ 105.00
28	Total Indirect Costs			Based on 20% of direct costs				\$ 6,605.00	\$ 6,605.00
29							TOTAL PROJECT BUDGET:	\$ 12,380.65	\$ 39,630.00
30									
31									
32									
33									
34	NOTE: Cost share is not required for the first \$3,000. Above that, a 20% cost share is required.								

**ATTACHMENT B
TO FY2025 CLASS B EDUCATION GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Education Stormwater Quality Projects Incentive Grant**

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class B

Whereas, <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and <property owner name> hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, _____ <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
- A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - B. Time period covered by the report.
 - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
 - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with _____ <property owner name>, include a copy of the invoice for services.
 - E. An outline of planned activities for the next year.

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20__.

My commission expires: _____.

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: _____ LFUCG's MS4 Permit Coordinator

Address: _____ LFUCG Division of Water Quality

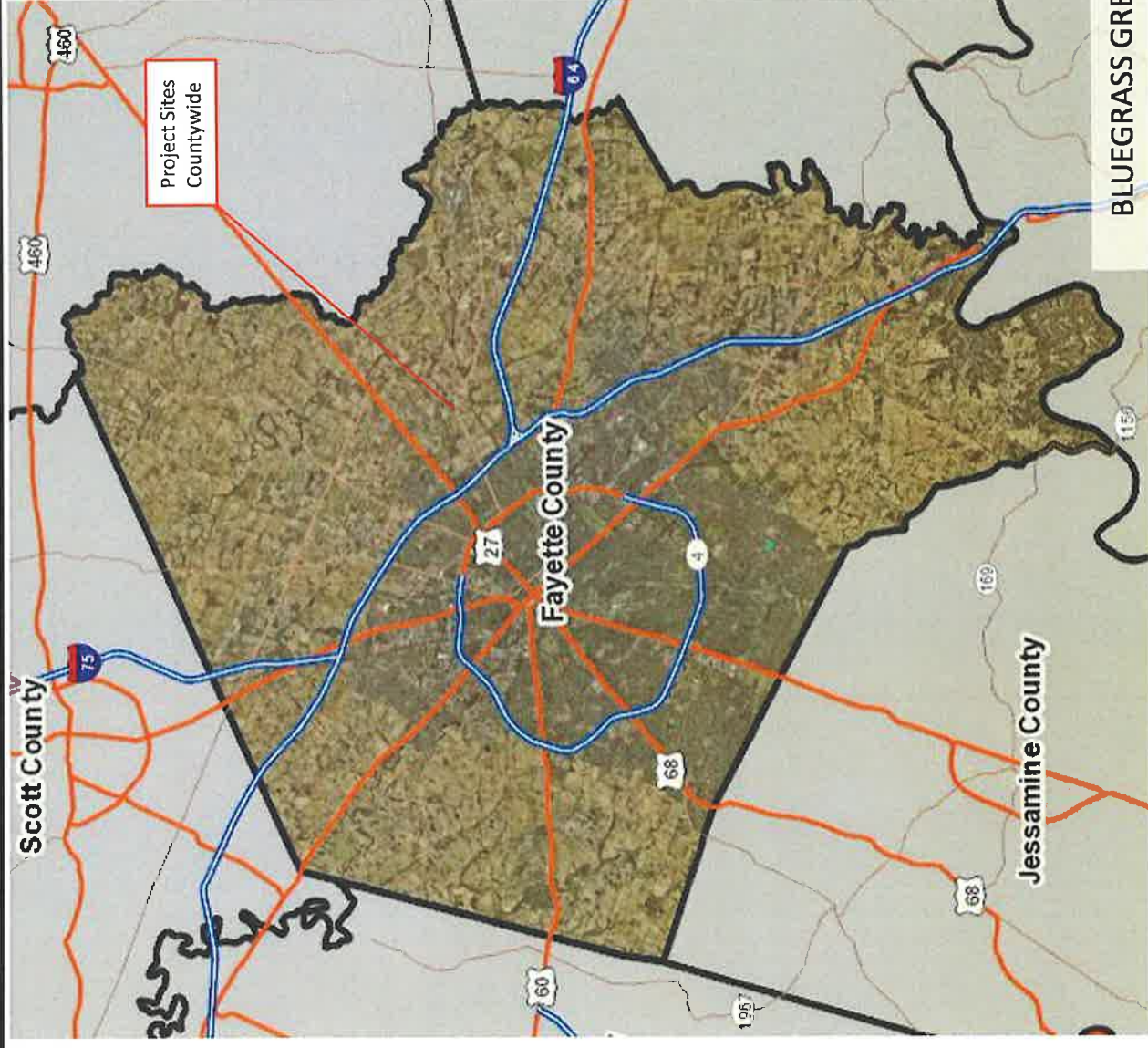
_____ 125 Lisle Industrial Avenue, Suite 180

_____ Lexington, KY 40511

Phone: _____ (859) 425-2400

Email: _____ MS4@lexingtonky.gov

Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.