

GRANT AWARD AGREEMENT

Fiscal Year 2022 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 18th day of March, 2022 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 BEAVER CREEK HYDROLOGY, LLC, 2516 SANDERSVILLE ROAD, LEXINGTON, KENTUCKY 40511 (hereinafter "Grantee"), and BEAVER HOLDINGS, LLC, 2516 SANDERSVILLE ROAD, LEXINGTON, KENTUCKY 40511 (hereinafter "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 \$127,050.00 (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): 2516 Sandersville Road Lexington, Kentucky 40511 currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion

and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Set of all final design calculations;
 - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
 - Set of final specifications and bidding documents (if applicable);
 - Final detailed engineer's construction cost estimate including quantities;
 - All required permit submittals and approvals;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
 - Summary of final construction costs and quantities;
 - Copies of all federal, state, and local permits obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction;
 - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*.
- (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 ac-

counting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, 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 (21) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a

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

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

- (20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Maximie Starks
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION: BEAVER CREEK HYDROLOGY, LLC
2516 SANDERSVILLE ROAD
LEXINGTON, KENTUCKY 40511**

BY: *J.C. Davis*
NAME: John Case Davis
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by John Case Davis, as the duly authorized representative for and on behalf of Beaver Creek Hydrology, LLC, on this the 25th day of February, 2022.
My commission expires: April 19, 2025.



Nina Hill Schultz
NOTARY PUBLIC

**PROPERTY OWNER: BEAVER HOLDINGS, LLC
2516 SANDERSVILLE ROAD
LEXINGTON, KENTUCKY 40511**

BY: *J.C. Davis*
NAME: John Case Davis
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by John Case Davis, as the duly authorized representative for and on behalf of Beaver Holdings, LLC, on this the 25th day of February, 2022.
My commission expires: April 19, 2025.



Nina Hill Schultz
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Beaver Creek Hydrology, LLC

GRANT PROGRAM

**2022 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects**

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Beaver Creek Hydrology, LLC
2516 Sandersville Road
Lexington, KY 40511
KY Organization #1015357

JCD

Primary Project Contact: Case Davis, P.E.
615-491-1967 (phone)
case@beavercreekhidrology.com (email)

Project Manager: Chuck Davis, P.E., CFM
480-717-2441 (phone)
chuck@beavercreekhidrology.com (email)

**Project Site Location(s)
& Property Owner(s):** Beaver Holdings, LLC
2516 Sandersville Road
Lexington, KY 40511
PVA #19313870

Design Engineering Firm: Beaver Creek Hydrology, LLC
2516 Sandersville Road
Lexington, KY 40511
480-717-2441 (phone)
Chuck Davis, P.E., CFM (Engineer of Record)
chuck@beavercreekhidrology.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 2516 Sandersville Road, Lexington, Kentucky 40511 (Figure 1 – Map of Project Area), PVA #19313870 owned by Beaver Holdings, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

- A. Permeable Modular Pavers – The design and construction of this project includes retrofitting an existing parking lot with permeable pavers (approximately 9,500 square feet) underlain with a stone (aggregate) subgrade for filtration and temporary storage. This will reduce the stormwater runoff before draining into the unnamed tributary to Town Branch.
- B. Permanent Signage – As a stormwater educational tool, upon completion of the project an informational sign will be placed on the property nearest Sandersville Road. The sign will highlight the planning, construction and performance of the completed project. The sign and completed project will be visible and accessible for all members of the public using the Sandersville Road roadway and sidewalk.

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.

Stormwater control facilities shall be designed for the specified site location. The proposed facilities are listed above and are further described in the Organization's 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.

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

- 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
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders – msanders@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.

2) **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 meeting with all parties related to the Stormwater Control Facilities. The LFUCG Grant Manager shall be invited and provided five (5) days advanced notice 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 punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and provided five (5) days advanced 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 provided three (3) days advanced notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included in Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement shall be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) 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 permits, approvals, public or private encroachment agreements, etc. received to date for the project
 - Inspection, Operation, and Maintenance (IOM) 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
 - 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 two (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 Elements listed above and in the 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 overruns 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
 - Three (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, punch-lists, etc.
 - Photo documentation of site conditions and improvements before, during, and after construction
 - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
 - Any materials generated, including those for educational purposes
8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

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 Class B Infrastructure Stormwater Quality Projects 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 (and/or Property Owner) 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 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. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
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 (O&M Plan) shall preclude storage of certain materials on the permeable pavement. The O&M Plan shall be provided at the conclusion of the project.
4. Because of modifications to the parking areas, applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.

5. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with potential future LFUCG Projects.
6. The Budget in the Application is based on no underdrain. Applicant to provide results from the soil test. If the underlying soils have an infiltration rate of less than 0.5 inches per hour underdrains will be required; and Applicant will be required to submit a revised budget that includes the design and materials costs for the underdrain system as cost share for inclusion in the Grant Award Agreement – Attachment A document.
7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.4% cost share offered in the application (approximately \$32,550.00).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2022
Kick-off	March 2022
Plan Development	April 2022 – June 2022
Design Documents	June 2022 – September 2022
Permitting	September 2022 – December 2022
Review and Approval	July 2022 – August 2022
Bidding / Contract Negotiation & Award	December 2022 – January 2023
Construction	January 2023 – September 2023
Project Closeout / Final Report to LFUCG	September 2023 – November 2023

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

1. Design Phase: **\$ 17,100.00**
2. Construction Phase and other items: **\$ 158,400.00**

TOTAL PROJECT COSTS: \$ 175,500.00

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

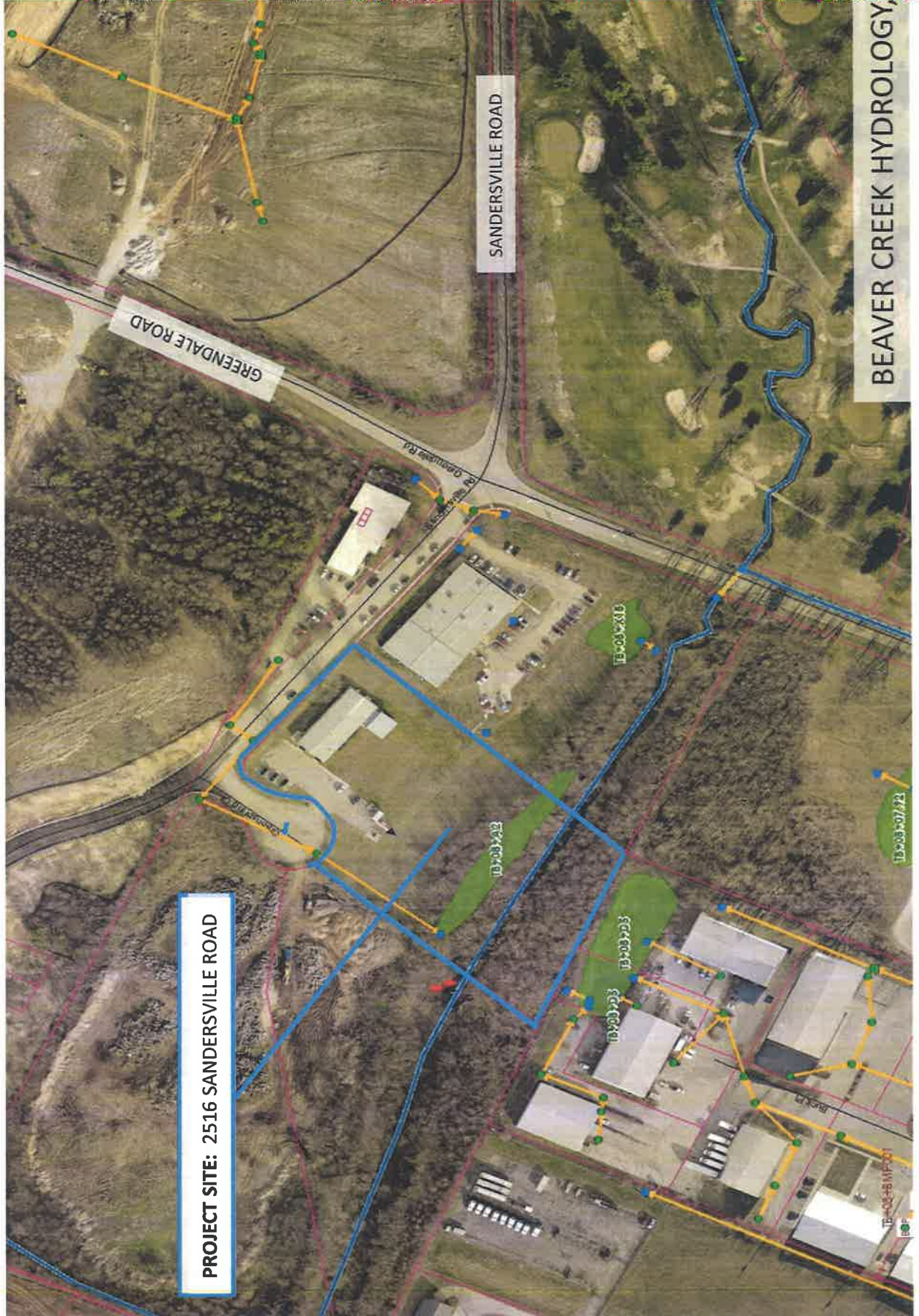
Total Grant Share	\$ 127,050.00 (not-to-exceed)
Estimated Cost Share	<u>\$ 48,450.00</u>
Est. Total Project Cost	\$ 175,500.00

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.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the 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 redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State

Stormwater Quality Projects Incentive Grant Program



- (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 \$2,500.00, 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 60 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. Additionally, a full standard report of expenditures shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation shall include labor distribution reports.
 - (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. A full standard report of expenditures shall be provided with the documentation of Match Costs. For project specific personnel costs and stipends included as Match Costs, documentation shall include labor distribution reports. 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 5% 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 substantive 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 **18** months. The Grantee agrees to obtain written approval from the Government's Grant Manager or 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, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee 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.
- (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 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 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.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by Kentucky 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:

Mackenzie Stock
CLERK, URBAN COUNTY COUNCIL

Grantee Organization:

THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION
500 SOUTH LIMESTONE, 109 KINKEAD HALL
UNIVERSITY OF KENTUCKY
LEXINGTON, KY 40526

BY: Kim C. Carter 2/23/2022
NAME: Kim C. Carter
TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C. Carter, as the duly authorized representative for and on behalf of UKRF, on this the 23 day of February, 2022.

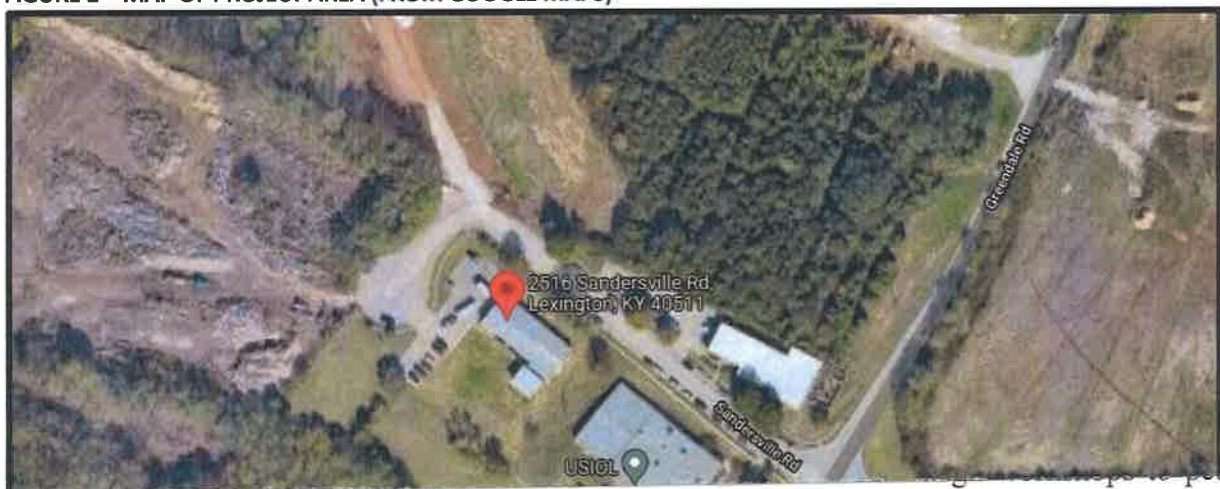
JUDY STIMPSON
Notary Public-State at Large
KENTUCKY - Notary ID # 607354
My Commission Expires 09-08-2022

Judy Stimpson
NOTARY PUBLIC

TABLE 2 – ELIGIBLE EXPENSES

Line #	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Design							
2	Design Site/Civil Related Services	Consultant	Project Administration	\$ 1,000.00	LS 1	\$ 1,000.00	\$ -	\$ 1,000.00
3	Design Site/Civil Related Services	Consultant	Plan Development	\$ 5,100.00	LS 1	\$ 5,100.00	\$ -	\$ 5,100.00
4	Design Site/Civil Related Services	Consultant	Contract Documents Partial	\$ 4,000.00	LS 1	\$ 4,000.00	\$ -	\$ 4,000.00
5	Design Site/Civil Related Services	Consultant	Contract Documents	\$ 5,000.00	LS 1	\$ 5,000.00	\$ -	\$ 5,000.00
6	Design Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	\$ 2,000.00	LS 1	\$ 2,000.00	\$ -	\$ 2,000.00
7	Construction							
8	Construction	Contractor	General Conditions	\$ 5,000.00	LS 1	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
9	Construction	Contractor	Erosion & Sediment Control Measures	\$ 2,500.00	LS 1	\$ 2,500.00	\$ -	\$ 2,500.00
10	Construction	Contractor	Construction Staking	\$ 2,500.00	LS 1	\$ 2,500.00	\$ -	\$ 2,500.00
11	Construction (Demolition)	Contractor	Demolition Excavation	\$ 25,000.00	LS 1	\$ -	\$ 25,000.00	\$ 25,000.00
12	Construction (Improvements)	Contractor	Materials Permeable Concrete Pavers	\$ 9.00	SF 9500	\$ 8,550.00	\$ 76,950.00	\$ 85,500.00
13	Construction (Improvements)	Contractor	Materials #8 stone (1.5")	\$ 25.00	TN 70	\$ 1,750.00	\$ -	\$ 1,750.00
14	Construction (Improvements)	Contractor	Materials #57 stone (4")	\$ 25.00	TN 180	\$ -	\$ 4,500.00	\$ 4,500.00
15	Construction (Improvements)	Contractor	Materials #2 stone (10")	\$ 25.00	TN 450	\$ 11,250.00	\$ -	\$ 11,250.00
16	Construction (Improvements)	Contractor	Materials Containment Edge	\$ 20.00	LF 80	\$ -	\$ 1,600.00	\$ 1,600.00
17	Construction (Improvements)	Contractor	Underdrain 4" Perforated PVC Pipe (850ft)	\$ 8.00	LF 850	\$ -	\$ 6,800.00	\$ 6,800.00
18	Construction (Improvements)	Contractor	Underdrain Materials #57 stone (4")	\$ 25.00	TN 180	\$ -	\$ 4,500.00	\$ 4,500.00
19	Other (Miscellaneous) Costs							
20	Other (Miscellaneous) Costs	Project Manager	Mobilization & Demobilization	\$ 5,000.00	LS 1	\$ -	\$ 5,000.00	\$ 5,000.00
21	Other (Miscellaneous) Costs	Consultant	Educational Sign Design	\$ 500.00	LS 1	\$ 500.00	\$ -	\$ 500.00
22	Other (Miscellaneous) Costs	Consultant	Educational Sign Materials	\$ 500.00	LS 1	\$ 300.00	\$ 200.00	\$ 500.00
23	Other (Miscellaneous) Costs	Consultant	Soil Infiltration Test	\$ 1,500.00	LS 1	\$ -	\$ 1,500.00	\$ 1,500.00
24								
25						TOTAL PROJECT BUDGET: \$ 48,450.00	\$ 127,050.00	\$ 175,500.00
26						ORGANIZATION SHARE 27.61%	GRANT SHARE 72.39%	
27						*COST SHARE % = 27.61%	OK	
28								

FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE MAPS)



oriented businesses / organizations, public events as well as Professional associations.

- a. The campaign will continue to emphasize the importance of soil tests, the environmental consequences of over-fertilization and inadvertent phosphorus inputs from dog waste.
 - b. Media announcements to be delivered and distributed to the people through the UK Cooperative Extension Service publications, participants at "No P on my Lawn!" workshops, pet supply stores and veterinary clinics participating in media distribution.
- 3) **Public Involvement:** The public involvement component involves engaging lawn care companies, homeowners, and dog owners, and encourages proper fertilizer and dog excrement management practices.

TARGET AUDIENCE

The target audience includes the *occupants of single family residences (97,757) and dog owners at these residences (44,870)*. These audiences have little knowledge concerning the impacts of dog waste and excessive fertilizer applications on water quality. Results from previous work on the "No P on my Lawn!" project indicate that most homeowners are unaware of the impact of P

runoff from urban areas. Of those who apply fertilizer, most have no scientific basis for the application and are not familiar with strategies to increase plant uptake and reduce runoff.

Previous studies across continents have demonstrated that dog owners picked up waste in public places 60% of the time. Our data from direct observation of Lexington dog park participants indicated that Fayette County dog owners are slightly more responsible at 70- 80% prior to the "Bag the Doo!" educational signage being implemented at 4 Lexington dog parks. Post-signage implementation at these same parks resulted in an increase of dog owners picking up their dog by 2 to 13%. In addition, 2011 Lexington dog owners took a pledge to pick up after their pet in public, however there was not 100% commitment to pick up after their pet at home. Waste left on the ground is of concern because it contributes to bacterial and nutrient pollution. The phosphorus content of dog waste is 3.15% (dry weight). When waste is left on the ground it adds to anthropogenic inputs of phosphorus via over application of fertilizers, compounding the potential for runoff in the Bluegrass Region which possesses a naturally high soil phosphorus content.

For *FY 2022*, UKRF will build upon LFUCG's efforts to quantify existing pet owner practices by *expanding the survey population and incorporating questions to assess lawn managers and pet owner's understanding of water quality issues associated with fertilizer and dog excrement.*

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** The long-term component for ongoing education and involvement for this grant is the University of Kentucky Environmental and Natural Resource Issues Task Force has a full-time staff person to deliver nutrient management education programming in urban areas.
- 2) ***Personnel for Long-Term Implementation:*** The project team is made up of outreach and education experts from the College of Agriculture, Food and Environment at the University of Kentucky (see Project Team Members on Page 1). The project team has outreach programs and are actively engaged with educational activities to support MS4s to help them meet their Minimum Control Measure (MCM) 1 and 2 requirements. Nutrient management and stormwater runoff are common themes for each team member's outreach, educational and research program goals.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Components of the program will be incorporated into programs for Cooperative Extension System (CES) agents to assist other MS4 communities to meet MCM 1 and MCM2 permit requirements.

PROJECT SUCCESS MEASURES

- 1) The number of media announcements delivered and people reached through these media outlets: UK Cooperative Extension Service publications distributed, participants at "No P on my Lawn!" workshops, pet supply stores and veterinary clinics participating in media distribution, signage for dog parks.
- 2) Surveys measuring the pre- and post- knowledge of urban P sources and contributions from dog waste will be collected, summarized and quantified.
- 3) Number of pledges from event participants.
- 4) Post-project occurrences of people picking up after their pet at LFUCG dog parks. (Continuation of survey we conducted in 2019 & 2020).
- 5) In addition, UKRF will spatially quantify the number of dog excrement piles remaining within one paddock of each of 4 dog parks in an effort to evaluate where the majority of excrement occurs to guide the placement of waste bins.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this 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) All evaluations / surveys, 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.
- 4) 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) Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
- 2) Organization is to provide the results of the research data to LFUCG if the results are not incorporated into the training materials and / or workshop content.
- 3) Signage at public facilities to be approved by the Division of Environmental Services and Division of Parks & Recreation prior to installation.

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

Activity	Target date
Approval grant award	Summer 2021
Outline training and educational resource for public education / outreach	
Develop education materials and survey instruments	
Contact HOAs / Neighborhood Associations / Community Organizations	
Initiate document materials: Master Gardener training program	
Reserve table for Farmers Markets for 2022	Fall 2021
Finalize promotional materials	
Seek comments on educational materials	
Order participation incentives	
Populate website with educational materials & develop monthly educational media releases	
Begin promotional activities	
Deliver educational program to HOAs / Neighborhood Association / Community Organizations	
Georeferenced dog excrement piles in 1 paddock of each dog park & develop maps for future workshops	
Review and Evaluate activity to date	Winter 2022
Conduct project assessment and identify gaps, successes, areas for improvement	
Refine educational materials and approach	
Finalize document revisions	
Data assessment	
Continue monthly public educational events / media releases	Spring 2022
Deliver Master Gardener training to future volunteers	
Continue promotional activities	June 2022
Finalize data assessment	
Educational resources submitted for recognition at professional societies	30 days after project completion
Submit final project report to LFUCG	

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.

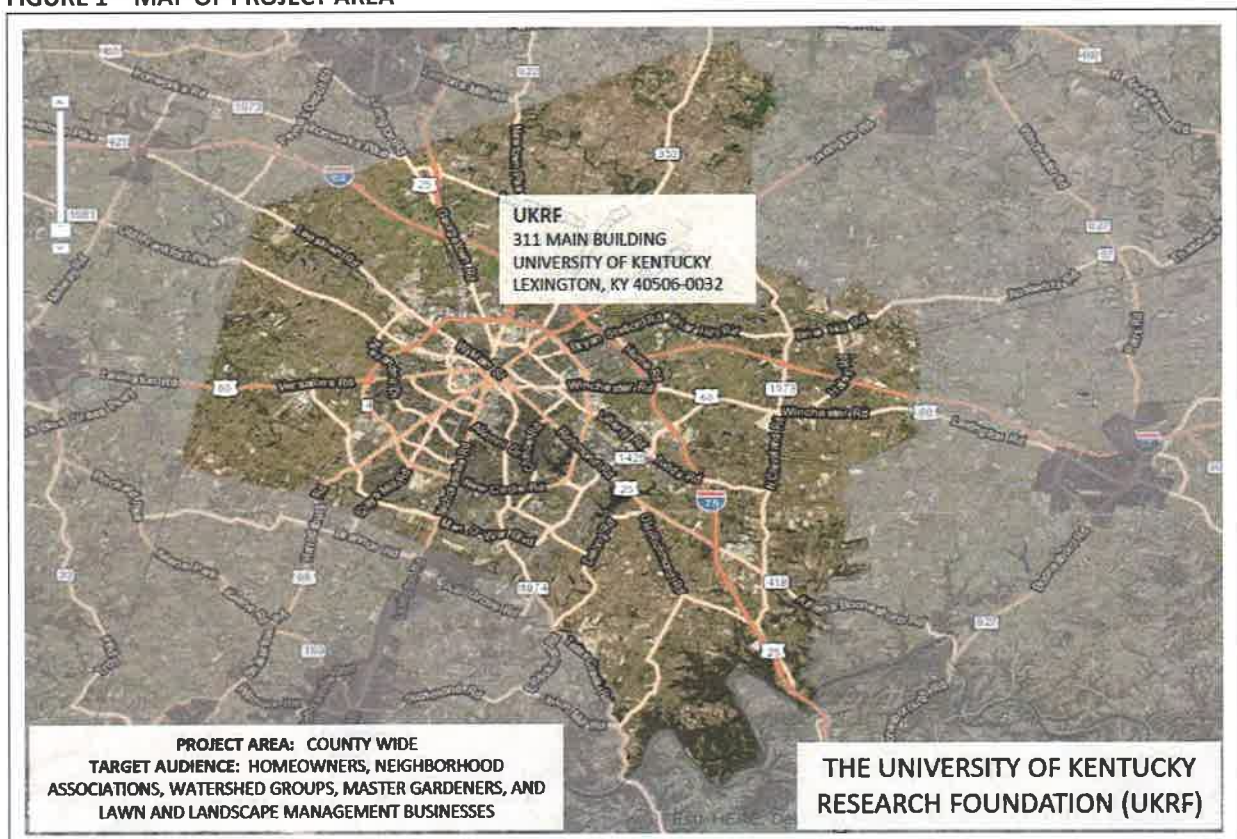
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

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).

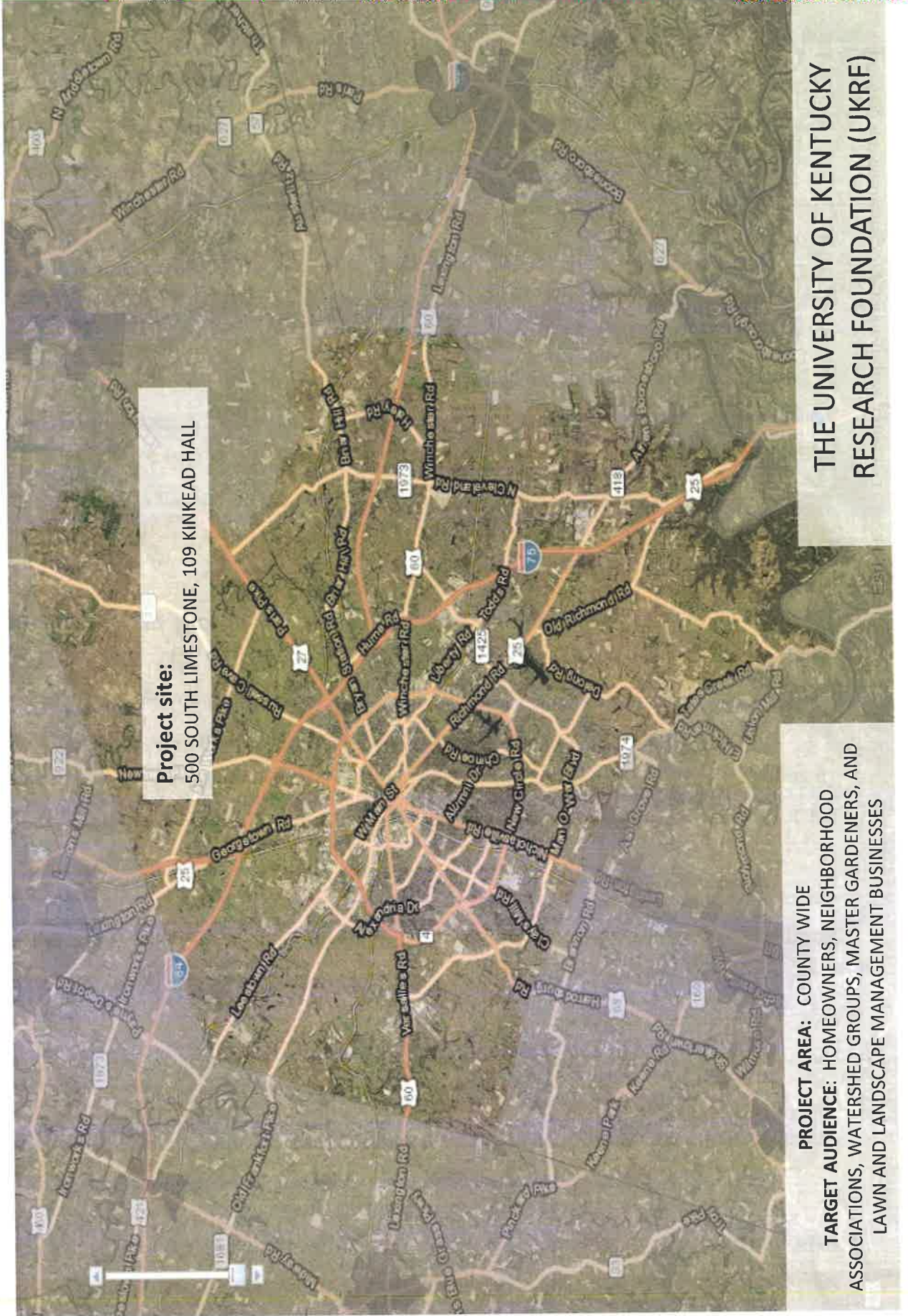
TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	Project Element:									
2	Project Management	Brad Lee	Principal Investigator	Personnel hours	\$ 82.47 per hour	200	\$ -	\$16,495.00	\$16,495.00	
3	Education Outreach	Suzette Walling		Personnel hours	\$ 37.40 per hour	217	\$ 8,125.55	\$ -	\$ 8,125.55	
4	Education Outreach	E. Glynn Beck		Personnel hours	\$ 59.70 per hour	40	\$ -	\$ 2,388.00	\$ 2,388.00	
5	Outreach participation	Students		Personnel hours	\$ 12.46 per hour	200	\$ -	\$ 2,492.00	\$ 2,492.00	
6	Participant Incentives	Supplies		Incentive items (bandanas, compostable refill bags, yard signs)	\$ 10.00 each	550	\$ -	\$ 5,500.00	\$ 5,500.00	
7	Farmer's market and dog park table events	Supplies		Educational materials and display items	\$ 750.00 each	1	\$ -	\$ 750.00	\$ 750.00	
8	Materials	Educational material		Surveys / flyers / handouts	\$ 10.00 per site	50	\$ -	\$ 500.00	\$ 500.00	
9	Transportation	Transportation	Beck, Walling, Lee	Mileage	\$ 0.58 per mile	550	\$ -	\$ 319.00	\$ 319.00	
10	Lodging	Lodging	Beck	Hotel - CONUS	\$ 110.00 per night	4	\$ -	\$ 440.00	\$ 440.00	
11	Misc	per diem	Beck	per diem - CONUS	\$ 56.00 per day	5	\$ -	\$ 280.00	\$ 280.00	
12	Misc	Indirect costs		Indirect costs	\$29,165.00 Direct cost	20.0%	\$ -	\$ 5,833.00	\$ 5,833.00	
13	TOTAL PROJECT BUDGET:							\$ 8,125.55	\$34,997.00	\$43,122.55
14								ORGANIZATION SHARE	GRANT SHARE	
15	MATCH % AFTER FIRST \$2,500 = 20.00% OK							20.0%	80.0%	
16	MUST BE > 20%									

FIGURE 1 – MAP OF PROJECT AREA



Stormwater Quality Projects Incentive Grant Program



rated 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 \$2,500.00, 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.
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endar days or, if acceptable, forward approval to the Division of Accounting for payment.

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- (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 15 months. The Grantee agrees to obtain written approval from the Government's Grant Manager or 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, 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 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 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.
- (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:

Mackenzie Stock
CLERK, URBAN COUNTY COUNCIL

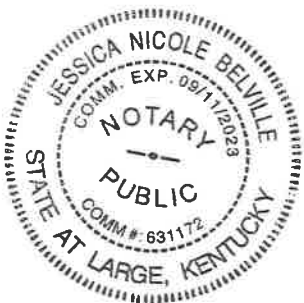
Grantee Organization:

THE LIVING ARTS AND SCIENCE CENTER, INC.
362 N. MARTIN LUTHER KING BLVD.
LEXINGTON, KY 40508

BY: Lori Halligan
NAME: Lori Halligan
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Lori Halligan, as the duly authorized representative for and on behalf of The Living Arts + Science Center, on this the 14th day of February, 2022.
My commission expires: 9-11-2023.

Jessie Nier Belier
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Living Arts and Science Center, Inc. (LASC)

GRANT PROGRAM

**2022 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: The Living Arts and Science Center, Inc. (LASC)
362 N. Martin Luther King Boulevard
Lexington, KY 40508
KY Organization #0031623

Primary Project Contact: Lori Halligan, Executive Director
859-252-5222 (phone)
lhalligan@lasclx.org (email)

Secondary Project Contact: Amanda Wheeler
859-252-5222 (phone)
awheeler@lasclx.org (email)

Project Team Members: Amanda Wheeler, Planetarium & STEM Discovery Educator
Ashlee Collins, Discovery Educator
Laurie Preston, LASC's Development Director
To Be Determine, Grant Program Manager
Lori Halligan, Executive Director

Major Stakeholders: Administrators, teachers, students, and students' families at LTMS and other Title I schools throughout Lexington, and residents of the Martin Luther King and East End neighborhoods.

In addition, LASC's staff regularly collaborates with a wide range of scientists, wildlife experts, and environmental educators in Central Kentucky, and will continue these collaborations in the implementation of the proposed programs and activities.

PROJECT PLAN ELEMENTS

1) DEVELOP ENVIRONMENTAL EDUCATION MATERIALS: For FY 2022, the project will have the following two main emphases:

A. Curriculum development, planning, promotional activities, and instruction for six programs: field trips for K-12 student groups at LASC, Kentucky Wildlife and Water outreach programs, an after-school ecology curriculum for Science Explores, LTMS, Wildlife and Water summer camps, Eco Workshops for families, monthly PreK STEM Day's, and a Water is Life Day community event.

B. Educational Displays: Development and maintenance of educational displays in LASC's facility and on the grounds, which educate visitors about aquatic habitats, native animals, native plants, and BMPs, and the development and distribution of materials related to the displays.

2) INCORPORATE WATER QUALITY CURRICULA INTO EXISTING LASC PROGRAMS: Each of the following programs are included as the project's major element of focusing on water quality.

- a) **Field trips.** Prior to the pandemic, LASC hosted over 10,000 students and teachers for field trips each year. As schools are facing their own post-COVID budget restraints and program changes to maintain the health of students, we are currently unsure what the demand for field trips will be over the next few years. We will continue to offer field trips with presentations inside LASC and in the green space with an estimation of receiving 5,000 students and teachers. Field trip curriculum focuses on LASC's rain garden, native Kentucky plants and pollinators, and aquatic animal exhibits. Students will receive trading cards featuring each of our Ambassador Animals, bookmarks, and stickers that they can take home with information and tips about water conservation and improving water quality.
- b) **Kentucky Wildlife and Water outreach program.** This newly developed program builds on the success of our WOW outreach and focuses on habitats, wildlife, water systems, and water conservation. The curriculum grabs the attention of students with LASC's aquatic animals and our native box turtle and corn snake, and encourages students' enthusiasm to learn, ask questions, and explore. It highlights our state's intricate freshwater systems, the fact that Kentucky is one of the leading states in freshwater fish richness, and the importance of keeping aquatic habitats healthy.

The curriculum also reinforces Kentucky's Next Generation Science Standards (NGSS) for upper elementary and middle school students and supports academic achievement through live native animal encounters, dedicated instruction, and exciting hands-on activities. It addresses NGSS concepts like biomes, adaptations, structure and function, biodiversity, keystone species, invasive species, and interdependency. With an education project grant, we will provide 20 free Kentucky Wildlife and Water one-hour sessions in Title I schools in Fayette County for a total of at least 500 K-12 students. Sessions will be offered throughout the 2022-23 school year.

- c) **After-school ecology program for LTMS.** The requested stormwater education grant will allow us to incorporate ecology curriculum into our after-school programs. This will provide our Science Explorers for at least five local Title I elementary school and our PRIDE program with LTMS, a Title I middle school. At no cost to students, families, or the school, LASC after-school programs serve a total of at least 250 students in Science Explorers and 50 students in PRIDE. Each program incorporates a variety of hands-on, educational activities over the course of seven to eight weeks during each semester. Students will learn about urban environment issues and participate in activities that contribute to improvements in stormwater management, healthier ecosystems, and greener neighborhoods. The ecology curriculums will include instruction about stormwater runoff, pollutants in water, air, and soil, recycling, food waste, pollinator preservation, and more. Activities will include but are not limited to recycling projects, constructing compost bins, water and soil sampling, establishing a pollinator garden, planting trees, and interacting with and learning from environmental specialists.

Depending on COVID restrictions, students and families will also have opportunities to participate in field trips to sites in Fayette County, including McConnell Springs, Masterson Station for the annual Reforest the Bluegrass event, the Arboretum, and other sites to be determined. The field trips will build on our success with field trips for the Science Explorers after-school program. They will reinforce the learning objectives of the after-school ecology program, while also directly engaging students and family members in conservation and restoration efforts in Lexington.

- d) **Wildlife and Water summer camps.** LASC will offer a total of eight 15-hour summer camps in 2022 on the topics of wildlife and water. One camp will be specifically for participants in the after-school ecology program at L TMS and will focus on activities such as planting an urban garden and touring community gardens; other camps will be for grades 3 -5 and will address a variety of topics related to wildlife and water systems in Kentucky and around the world. The summer and spring camps will enroll a total of about 100 students in 2022-23.
- e) **Eco Workshops.** With the support of a stormwater education grant, LASC will resume a workshop series for families with an emphasis on adult education. The new workshops, called "Eco Workshops," will provide adults access to education, resources, and tools needed to improve green space and encourage implementation of BMPs within our community. LASC will

invite experienced, topic experts to discuss, demonstrate, and lead workshops for participants. Held in conjunction with our Discovery Saturdays, the workshops may feature eco-driven projects such as rain barrel assembly, decoration, and care; tips for creating and maintaining urban gardens and habitats; and tree identification and health. At least one workshop may involve participants in making bee houses and emphasize the importance of pollinator gardens, and one workshop may address bat conservation and how to build and install bat houses. Organizational partners will include Blue Grass Green Source.

A total of three to five workshops will be offered during FY 2022 for a total of about 50 adult participants. The target audiences for the workshops will be residents of the Martin Luther King and East End neighborhoods, who will participate in the workshops at no cost. To encourage participation, promotional material will be directly distributed to community centers.

- f) **PreK STEM Day.** Beginning in August 2021, the LASC team will begin a new program called PreK STEM Day. Similar to our popular PreK Art Day, this new, monthly STEM program will offer a different project led by LASC educators for preschoolers and their caretaker to complete together. Paired with the reading of a story book, these basic activities will help build a strong foundation for entry into kindergarten. It can even improve literacy and develop learning techniques that will help make science classes easier later in their schooling. PreK Stem Day will be free to families in the 40508 zip code. A stormwater education grant for FY 2022 will enable our team to access the program's success in its first year and expand as possible.
- g) **Water is Life Day.** Each month, LASC presents a Discovery Saturday program, during which special guests give interactive presentations. Children and adults participate in hands-on activities. Coinciding with one Discovery Saturday, LASC will present a Water is Life community event with a variety of activities and engage participants of all ages. The program will have an audience of approximately 250 children and adults.
- h) **Educational displays.** In LASC's facility, there are displays featuring 10 species of animals in aquatic habitats as well as six species in dry habitats. In addition, as noted above, our grounds feature educational displays with an emphasis on stormwater quantity and quality management. With the education project grant, LASC will continue to maintain aquatic animal displays and educate our visitors about water quality through the displays. In addition, we will continue to maintain our urban green space and provide information about permeable pavers, rain gardens, our rain harvesting system, native plants, and other features of the green spaces. With the education project grant, we will update interpretive signage for displays and give presentations related to displays for field trips, after-school programs, and community events.

Prior to the COVID pandemic, more than 40,000 visitors enjoyed LASC's facility and green space and learned from the displays; we are continually working to rebuild and reach this number again within the next few years. One addition to our grounds in 2021 will be a Reading Trail. As children and adults meander through our rain and native flower gardens, they can read a children's book about water and environment conservation. The pages will be dispersed on eight to ten signs that will also feature a variety of activities to engage the readers with their surroundings. The books will change every quarter to provide a new story and set of activities.

- i) **Distribution of educational materials.** LASC provides brochures and other educational materials to visitors who support further exploration of environmental issues and greater participation in BMPs, and throughout 2021, we will continue to print and distribute materials to thousands of visitors each year. The materials will include but not be limited to: 1) copies of the watershed protection kids' activity book, produced by the Project Wet Foundation, 2) cards about each of the species in the LASC's animal displays with information about the importance of clean water for the species to survive and thrive, and 3) "Eco Tips" bookmarks with information about stormwater runoff and recommendations for conserving water and improving water quality.

TARGET AUDIENCE

LASC reaches a wide range of groups and people of all ages. With the proposed project, LASC aims to expand engagement with K-12 students and student's parents and guardians, residents of the North Martin Luther King and East End neighborhoods, and the general public.

- 1) **Audience for field trips.** The target audiences are students in grades K-8 in schools across Lexington and their teachers. LASC aims to support and enrich students' education and reinforce NGSS instruction by incorporating a variety of activities into field trip programs. LASC expects to have a total of 5,000 students participating in field trips in the 2022 calendar year.
- 2) **Audiences for the outreach, after-school ecology, and summer camp programs.** The target audiences are students in grades 3-8 in Title I schools, and the students' parents, guardians, and siblings. Through LASC's emphasis on children who have fewer opportunities for enrichment, and engaging children in hands-on environmental education, LASC is helping to prepare the next generation to be conscientious about the choices that they make. LASC's educational programs can have a lasting major impact on the environment, as children learn about the issues and then become life-long advocates for practices and strategies that create sustainable communities. Children also influence their parents and siblings and encourage their participation in BMPs.

LASC has chosen to focus on Title I schools because, in addition to having a large percentage of students from low-income households, the schools have not been meeting expectations on state proficiency assessments. By providing hands-on learning activities both in and out of school to students in the schools, LASC generates enthusiasm for science and environmental education and reinforces the instruction that students receive in classrooms. Furthermore, the programs provide opportunities for adult family members to learn with their students; and these activities can have a lasting positive effect on students' academic progress.

- For the Kentucky Wildlife and Water outreach program, LASC will reach about 500 Title I elementary and middle school students. LASC will offer a total of twenty (20) 1-hour-long sessions, and each session will have an audience of about 25 students.
 - For the after-school ecology program, the target audience is more than 250 students from local Title 1 elementary schools and 50 students in grades 6-8 at LTMS (a Title I middle school) and the students' families. LASC has worked closely with LTMS on initiatives for several years, and with this project, LASC will build on that work and offer more opportunities to LTMS students and families.
 - For Wildlife and Water summer camps, LASC will enroll about 15 LTMS students in one camp and 85 students in grades 3-5 from elementary schools across Lexington in the other 7 camps. Students from low-income households will be able to enroll in camps at no charge through LASC's scholarship program.
- 3) **Audience for the Eco Workshops.** LASC goal is to reach a total of 50 adults who reside in the Martin Luther King neighborhood, East End neighborhood, and other neighborhoods near downtown Lexington with the workshop series. LASC is offering this workshop series to provide adults in Kentucky with better access to environmental education and management tools. These workshops are designed to be relevant and provide applicable information for interested participants. There is a growing need for environmental education and BMPs to help improve and sustain healthier urban communities. LASC, along with support from community partners and community members, will meet this need through the workshop series.
 - 4) **Audience for PreK STEM Day.** LASC new PreK STEM Day will be held one Saturday every month. The initial focus will be to engage families from our surrounding neighborhoods in the 40508 zip code. According to the U.S. Census Bureau, the surrounding neighborhood has a population of 27,000 of which 52.9% are African American and approximately 12% are of other minority races and ethnicity. The population is also nearly 49% under the poverty line, over double the rate in Kentucky. Roughly 13% are under the age of 18 of which 52% are impoverished. When faced with these daily concerns, it can be difficult to have the time and resources to prepare children for kindergarten. LASC goal is

for PreK STEM Day to fill this hole and help more children start their schooling at the same skill level as other children.

- 5) **Audience for Water is Life Day.** Water is Life Day will be promoted as a free-admission event for the entire community. At the same time, LASC will encourage greater participation in the event by Title I school students and their families, and residents of the Martin Luther King, East End, and other neighborhoods in the 40508 zip code, with a goal of having a total of more than 250 in attendance. Many local residents do not have ready access to transportation. For these reasons, LASC's staff is committed to making its programs accessible among neighborhood residents and seeking input from residents in planning programs.
- 6) **Audiences for educational displays and related materials.** As indicated above, LASC received about 40,000 visitors annually, prior to the pandemic. LASC has been closed to the public since March 2020 to maintain health regulations. In January 2021, LASC art galleries open by appointment only; and in March 2021, LASC returned to hosting scheduled in-person classes, albeit reduced class sizes. LASC anticipate reopening for the general public in the fall of 2021.

In addition to receiving visitors for pre-scheduled events, LASC is free and typically open to the public. All visitors have access to and benefit from our indoor and outdoor educational displays and have the option of taking home with them additional educational materials about water quality and conservation. Through displays and educational materials, LASC expose the public numerous times to concepts and simple steps for managing and improving stormwater quality, and inspire large numbers of people across Lexington to work together toward conserving non-renewable resources and building healthy, sustainable communities.

The urban educational green space also benefits residents in the surrounding neighborhoods. Like many neighborhoods, areas around the LASC campus are undergoing a great deal of development and urban renewal. LASC demonstrates BMPs in its green space, encourages adoption of BMPs, and provides much needed green space for neighborhood residents.

PROJECT SUSTAINABILITY

This project has a long-term component for ongoing education and public involvement. LASC has developed and expanded the environmental educational programs, and increased the audiences for these programs substantially. LASC will continue to expand the number of partners for implementing these programs. With the additional funding, LASC will continue to build on their experience and lay a foundation for the ongoing development of water quality educational programs.

- 1) The curriculum development, planning, promotional activities, and instruction for seven programs will continue throughout the years to provide field trips for K-12 student groups at LASC; Kentucky Wildlife and Water outreach programs; after-school ecology curriculum for Science Explorers and LTMS; Wildlife and Water summer camps; Eco Workshops for families; monthly PreK STEM Days; and a Water is Life Day community event.

As well as the development and maintenance of the Reading Trail and educational displays in LASC's facility and on our grounds, which educate visitors about aquatic habitats, native animals, native plants, and BMPs, and the development and distribution of materials related to the displays.

Amanda Wheeler was hired as a full-time Planetarium & STEM Discovery Educator in the spring of 2021 and is LASC's lead environmental educator. She has jumped right into LASC programming and is planning new and exciting curriculum around the pollinator garden and urban ecology. Ms. Wheeler is committed to developing and growing LASC's programs that address water management and quality over the next several years.

LASC also hired Sierra Walker in October 2020 as a dedicated part-time animal care specialist for Animal Ambassadors. Ms. Walker handles the feeding and oversight of the animals and ensures their enclosures allow for a high quality of life.

- 2) LASC currently receives support for science educational initiatives from the LG&E and KU Foundation, Toyota Manufacturing of Kentucky, and the Children's Charities of the Bluegrass. In addition, LASC receives earned income from tuition paid for classes and

summer camps and an operating support grant from LexArts. LASC will continue to seek out opportunities for additional sponsorships and grants, and we will continue to expand sources of funding for environmental educational programs and other science educational programs.

PROJECT SUCCESS MEASURES

LASC will track the numbers of participants in each program throughout FY 2022, as well as record observations of audience engagement for each program and collect completed evaluation forms from teen and adult participants, which allow us to quantify the participants' levels of satisfaction. Data from 2022-23 will be compared with data from previous years. Measures of success will include:

1. Reaching targets for participation in new or revamped programs, including the Kentucky Wildlife and Water outreach program, the after-school ecology program, and the Eco Workshops;
2. Maintaining the same level of participation in programs that are repeated every year, including field trips, summer camps, and Water is Life Day;
3. Increasing the numbers of drop-in visitors who see and learn from educational displays throughout the year;
4. Observing that participants are consistently engaged in programs and achieving the learning objectives for each program;
5. Participants indicating high levels of satisfaction with programs on evaluation forms.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this 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. Organization shall specify educational materials in budget line 4 that are water quality-related or that will include water quality messaging.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 28.7% cost share offered in the application (approximately \$12,850.00).

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

Activity	Anticipated Date
Approval of grant award and receipt of Notice To Proceed	Winter 2021-2022
Develop curriculum and plan programs and activities	Continuously
Redevelop animal exhibits, with new aquariums and signs; begin hosting field trip programs	February 2022
Begin offering Kentucky Wildlife and initiate an after-school ecology program	March 2022
Offer first Eco Workshop; install additional plants in green space	April 2022
End after-school ecology programs for the spring semester; offer Eco Workshop as part of Discovery Saturday	May 2022
Offer Wildlife and Water summer camps	June - August 2022
Host Water is Life Day	July 2022
Resume hosting field trips and offering Kentucky Wildlife and Water outreach programs; resume after-school ecology program	September 2022
Offer Eco Workshop as part of Discovery Saturday	October 2022
End after-school ecology program for the fall semester	November 2022
Offer the twentieth and final Kentucky Wildlife and Water outreach program for 2022	December 2022
Promote programs via digital media and printed materials	February – December 2022
Maintain educational displays in LASC's facility and green space	February – December 2022
Print and distribute educational materials to visitors	February – December 2022
Final Report to LFUCG	January 2023

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	Funded by Grant	Total Expense	
Project Elements: After-School Ecology Program, Eco Workshops, Kentucky Wildlife and Water Outreach, Wildlife and Water Summer Camps, and Water is Life										
2	Planning, curriculum development and instruction for all programs	Personnel	Amanda Wheeler	Hours at current payroll rate	\$ 17.44 per hour	900	\$ 2,000.00	\$ 13,696.00	\$ 15,696.00	
3	Assistant Teacher for instruction of after-school ecology programs, outreach sessions, and special events	Personnel	To be hired	Hours at current payroll rate	\$ 15.00 per hour	300	\$ 4,500.00		\$ 4,500.00	
4	Design of promotional materials and website and promotion of all programs via social media	Personnel	Laurie Preston	Hours at current payroll rate	\$ 25.00 per hour	80	\$ 2,000.00		\$ 2,000.00	
5	Printing of program schedules and other promotional materials	Materials	859 Print, GotPrint and others	Printing of materials promoting exhibits, field trips, workshops, summer camps and other programs	\$ 0.48 per printing	5,000	\$ 2,400.00		\$ 2,400.00	
6	Educational materials for all programs	Materials	LASC	Include but not limited to: notebooks, pencils, pocket microscopes, owl pellets, seeds, soil and water testing kits, compost bins, rain barrels, paint, bee house kits, and bat house kits	\$ 2.53 per participant	950	\$ -	\$ 2,400.00	\$ 2,400.00	
7	Presentations for workshops, Water is Life Day and other community events	Presentations Fees		Presentations by wildlife and habitat experts	\$ 360.00 per presenter	5	\$ -	\$ 1,800.00	\$ 1,800.00	
8	Food for after-school programs	Food and Drink	Local supermarkets	Food for after-school programs	\$ 1.50 per snack	400	\$ -	\$ 600.00	\$ 600.00	
9	Field Trips to McConnell Springs, Masterson Station, and other sites for after-school programs	Transportation	Miller Transportation	Field trips to McConnell Springs for 50 students and family members per trip	\$ 250.00 per trip	5	\$ -	\$ 1,250.00	\$ 1,250.00	
10	Wildlife and Water outreach programs	Program fees	LASC staff	Outreach programs provided to a total of 600 students	\$ 190.00 per program	20	\$ -	\$ 3,800.00	\$ 3,800.00	
11	Assistance with all programs	Volunteer Hours	Volunteers	Volunteer hours for all programs	\$ 7.25 per hour	200	\$ 1,450.00	\$ -	\$ 1,450.00	
Project Elements: Maintenance and Development of educational displays in LASC's facility and on our grounds featuring native animals, plants, and aquatic										
12	Animal care, green space care, and development of displays and educational materials	Personnel Hours	Sierra Walker	Hours at current payroll rate	\$ 15.00 per hour	312	\$ -	\$ 4,680.00	\$ 4,680.00	
13	Maintenance of animal displays	Supplies	Incredipet and others	Food for animals, plants, other items for habitats	\$ 187.50 per animal	8	\$ -	\$ 1,500.00	\$ 1,500.00	
14	Signage for animal displays	Supplies	LASC		\$ 100.00 per display	8	\$ -	\$ 800.00	\$ 800.00	
15	Maintenance of educational displays in the urban greenspace (i.e. Reading Trail, native trees, etc.)	Supplies / services				3	\$ 500.00	\$ 2,000.00	\$ 2,500.00	
16	Installation of native plants in the urban green space and for pollinator garden	Supplies	Michlers and others	Plants for various garden spaces on our grounds	\$ 14.00 per space	50	\$ -	\$ 700.00	\$ 700.00	
17	Printing of educational materials to accompany displays	Materials	LASC	To include copies of educational materials (such as Eco Tips bookmarks and animal trading cards)	\$ 0.06 per printing	20,000	\$ -	\$ 1,200.00	\$ 1,200.00	
18	TOTAL PROJECT BUDGET:							\$ 12,850.00	\$ 34,426.00	\$ 47,276.00
19								ORGANIZATION	GRANT	
20								SHARE	SHARE	
21								28.7%	78.1%	
22										
					MATCH % AFTER FIRST \$2,500 = 28.70% OK					
					MUST BE > 20%					

Stormwater Quality Projects Incentive Grant Program



THE LIVING ARTS AND SCIENCE CENTER, INC. (LASC)