

GRANT AWARD AGREEMENT

Fiscal Year 2023 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 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 **CARDINAL VALLEY NEIGHBORHOOD ASSOCIATION, INC., P.O. BOX 8776, LEXINGTON, KENTUCKY 40533-8776** (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers 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 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 for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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 **\$3,412.60** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *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 all 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*.
 - (b) 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 volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), 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 miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, 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 (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (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 Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's 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/or 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 (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/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 the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - 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;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. 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.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) 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 (25) herein below.
- (15) 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 from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond

the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) 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.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and 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 Housings 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 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 (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written 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.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) 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.
- (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 shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, 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, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (25) 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 Grant-

ee 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; 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.

(26) 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, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **CARDINAL VALLEY NEIGHBORHOOD
ASSOCIATION, INC.
P.O. BOX 8776
LEXINGTON, KY 40533-8776**

BY: Jany Moore

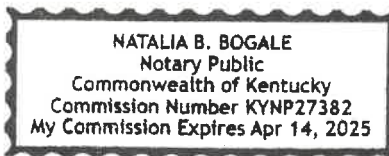
NAME: JAN MOORE

TITLE: Cardinal Valley Neighborhood Assoc
President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by NATALIA BOGALE, as the duly authorized representative for and on behalf of JANIS MOORE, on this the 27th day of JANUARY, 2023.

My commission expires: APR 14, 2025.

Natalia Bogale
NOTARY PUBLIC




ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Cardinal Valley Neighborhood Association, Inc.

GRANT PROGRAM **2023 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood 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: Cardinal Valley Neighborhood Association, Inc. (CVNA) 
P.O. Box 8776
Lexington, KY 40533-8776
KY Organization #0330919

Organization President & Primary Project Contact: Jan Moore
859-559-6707 (phone)
cardinalvalleyneighborhood@gmail.com (email)

Project Manager: Lane Boldman
859-552-1173 (phone)
lanebold@gmail.com or director@kyconservation.org (emails)

Secondary Project Contact: Meghan Talley
270-625-0556 (phone)
reimaginecv@gmail.com (email)

Project Site Location: Right-of-Way areas (grass medians) at Oxford Circle

Property Owners: Lexington-Fayette Urban County Government (LFUCG)
200 East Main Street
Lexington, KY 40507

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located in the Right-of-Way areas (grass medians) at Oxford Circle shown in Figure 1, owned by LFUCG. No other property or Right-of-Way shall be disturbed without the written permission from the property owner.

The objective of this project is to continue the maintenance of nine (9) islands with plantings along Oxford Circle to enhance the visual aspects of the area.

- A. Maintenance – Maintenance of nine (9) islands with plantings along Oxford Circle also enhancing the visual aspects of the area.
- B. Stormwater Education – Educate residents by adding plant identifiers (i.e., “small garden placks”) to each plant bed. Organization to also hold two (2) cleanup and maintenance events (see Table 1 – Project Schedule).

NOTE: This project is for maintenance only.

1) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

- 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:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
 Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
 Environmental Services (street trees), Heather Wilson – hwilson@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

2) 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.

- Maintenance shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

REPORTING REQUIREMENTS

- 1) 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.
- 2) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with maintenance activities.
- 3) After all project elements are completed, the Project Final Report shall include copies of all photo documentation of site conditions and improvements before, during, and after work is completed.
- 4) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 5) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on public property in Fayette County and be owned by the Lexington-Fayette Urban County Government.

NOTE: Future inspection and maintenance for the nine (9) islands is covered per the FY18 CVNA Grant Award Agreement and Attachments.

ADDITIONAL GRANT STIPULATIONS

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.

2. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director or Water Quality, because of the potential for conflict with potential future LFUCG Projects.
3. Trees shall not be planted within 10 feet of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
4. Plantings shall be reviewed and approved by the Division of Engineering ROW Section, the Division of Traffic Engineering, and Urban Forester prior to proceeding with plantings or the construction phase of this project.
5. Project shall not begin until Applicant and Division of Engineering ROW Section provide an agreement about the installation and maintenance of the Project Elements.
6. “Small garden placks” designs to be approved by the Grant Manager or Administrator prior to production.
7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 31.9% cost share offered in the application (approximately \$1,594.95).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated March 2023
Meetings with neighborhood association and public to build volunteer support and gather team for fall end-of-season maintenance / prep work; fall mulching and replacement of one (1) tree	April 2023
Planning for spring cleanup workday on beds, assess any additional plant material that may need replacement to fill in	April – May 2023
Early Summer cleanup and maintenance workday	May – June 2023
Late-Summer cleanup and maintenance workday	August – September 2023
Provide Project Final Report to LFUCG	September-October 2023

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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.

TABLE 2 – ELIGIBLE EXPENSES

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1 Project Element 1: Grant Management							
2 Donated Professional Services	Grant Manager	Grant Management	\$ 19.33 per hour	15	\$ 289.95	\$ -	\$ 289.95
3 Project Element 2: Grounds Maintenance- Oxford Circle Planting							
4 Volunteer Hours	CVNA Board	Volunteer Hours for organizing 3 cleanup events	\$ 7.25 per hour	30	\$ 217.50	\$ -	\$ 217.50
5 Supplies	CVNA Board	Advertising for events: 400 single page flyers -black & white	\$ 0.10 per flyer	400	\$ -	\$ 40.00	\$ 40.00
6 Supplies	CVNA Board	work gloves	\$ 6.00 per pair	20	\$ -	\$ 120.00	\$ 120.00
7 Supplies	CVNA Board	Misc. Hand tools	\$ 20.00 per pair	15	\$ -	\$ 300.00	\$ 300.00
8 Supplies	CVNA Board	Trash bags	\$ 5.00 per box	5	\$ -	\$ 25.00	\$ 25.00
9 Rental Equipment	Lowes Rentals	Lawn edger/trimmer rental	\$ 100.00 per day	5	\$ -	\$ 500.00	\$ 500.00
10 Materials	Plant Nursery	2 replacement trees- Ironwood Carpinus (Baptisa leucophaea) to fill out one bed that was short of that variety	\$ 350.00 per tree	2	\$ -	\$ 700.00	\$ 700.00
11 Materials	Plant Nursery	Additional flat of cream wild indigo	\$ 52.00 per flat	3	\$ -	\$ 156.00	\$ 156.00
12 Materials	Plant Nursery	200 bags or bulk shipment equivalent of mulch for 9 beds	\$ 4.00 per bag	200	\$ -	\$ 800.00	\$ 800.00
13 Materials	Water Hauling	Water for plantings (water and hauling equivalent)	\$ 300.00 est.	1	\$ -	\$ 300.00	\$ 300.00
13 Volunteer Hours	CVNA volunteers	Volunteer Hours for site- trash pickup and weeding event (assume 20 people for 5 hours each)	\$ 7.25 per hour	100	\$ 725.00	\$ -	\$ 725.00
14 Mileage	CVNA volunteers	Mileage to haul trash to waste facility and haul rental equipment	\$ 0.54 per mile	40	\$ -	\$ 21.60	\$ 21.60
15 Project Element 3: Additional educational mini-display							
16 Supplies	CVNA	Small garden plaques for identifying plants in each individual plant bed for additional educational purposes- these will be short staked identifiers, non-obtrusive all weather Garden markers	\$ 50.00 per signage	9	\$ -	\$ 450.00	\$ 450.00
17 Educational Seminar	CVNA volunteers	Volunteer hours for participation in seminar (assume 25 people for 2 hours)	\$ 7.25 per hour	50	\$ 362.50	\$ -	\$ 362.50
18	TOTAL PROJECT BUDGET:				\$ 1,594.95	\$ 3,412.60	\$ 5,007.55
19					ORGANIZATION	GRANT	
20	COST SHARE %				SHARE*	SHARE	
21	MUST BE >20%				32%	68%	

FIGURE 1 – MAP OF PROJECT AREA – RIGHT-OF-WAY (MEDIANS) AT OXFORD CIRCLE

