

GRANT AWARD AGREEMENT

Fiscal Year 2019 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 1 day of November, 2018, 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 **GARDENSIDE NEIGHBORHOOD ASSOCIATION, INC.**, P.O. Box 4056, Lexington, KY 40504, (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 \$4,975.00 (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee 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.

- (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 Attachment A. For capital infrastructure, this shall include following 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 for Class A Incentive Grant Projects*" 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, agree-

ments 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.

(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: *Jim Gray*
MAYOR

ATTEST:

Shirley D. Depuy

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: GARDENSIDE NEIGHBORHOOD ASSOCIATION,
INC.

P.O. BOX 4065

LEXINGTON, KY 40504

BY: *Susan E. Spalding*

NAME: SUSAN E. SPALDING

TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Susan E. Spalding*, as the duly authorized representative for and on behalf of *GNA*, on this the *21* day of *September*, 20*18*.

My commission expires: *02/13/2022*.

ROBERTA PEDICINI HAYDEN
NOTARY PUBLIC
Kentucky, State At Large
ID # 595019
My Commission Expires 2/13/2022

Roberta Pedicini Hayden
NOTARY PUBLIC

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

GRANT PROGRAM: FY2019 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 (DWQ) in the Department of Environmental Quality and Public Works

PROJECT TEAM AND CONTACT INFORMATION

Organization: Gardenside Neighborhood Association, Inc. *NGA/GNA*
P.O. Box 4065
Lexington, KY 40504
KY Organization #: 0287004

**Organization President,
Primary Project Contact
& Project Manager:** Susan Spalding
859-353-1100
sespalding964@gmail.com

Secondary Project Contact: Jannine Baker
859-218-0778
jannine.baker@uky.edu

**Project Site Location &
Property Owners:** Lexington Fayette Urban County Government
1835 Yorktown Road
Lexington, KY 40504

Consulting Firm Contact: EcoGro
Russ Turpin
859-797-8174
russ@ecogro.net

Project Participants: Jannine Baker – Native Plant Specialist
Russ Turpin – EcoGro
LFUCG Parks and Recreation – Property Owner
Ben Boggs – Girl Scout Leader
Susan Cohn – Environmental Biologist
Carolina Segura – Graphic Designer/Educator

PROJECT PLAN ELEMENTS

- I. The following project elements are proposed to improve water quality at 1835 Yorktown Road also known as Gardenside Park.
 - A. **Educational Marker for Gardenside Spring:** Design and fabrication of a Spanish language version (Figure 2) of the educational marker previously installed as part of the FY2018 Stormwater Quality grant (Figure 1). The Spanish version is also an educational marker designed and fabricated, describing with graphics and text how a spring works and how homeowners' practices affect the quality of the spring, how Gardenside Spring contributes to the Wolf Run watershed, and how it has been used historically in this area. To be installed next to the English version near the path that leads to the spring.
 - B. **Informational Signs for Kiosk:** Creation of six (6) more signs for the Kiosk. One side will be for community notices and one side for education about the stream, and the stream buffer, and how the buffer improves water quality and controls stormwater runoff. The signs to include eye-catching elements, such as the growing trees that support the streambank, the bloom on the native plants and the birds,

pollinators, and other wildlife supported by the stream and the buffer. The signs to be installed in the kiosk for a month and then replaced with another sign. The signs will be kept and rotated on a monthly basis over the coming years. They are targeted especially to children and families.

For the FY2019 educational sign project, the focus is to increase the involvement of young people. There will be partnerships with the local Girl Scout Troop, who will help identify questions, topics, and approaches to the signs that will appeal to young people and their parents. Leading will be Troop Leader, Ben Boggs, a landscape architect who has worked with the Gardenside Neighborhood Association on park upgrades and who designed the native plant median garden for our neighborhood.

Other partnerships include the Graphics II class at the University of Kentucky, taught by Carolina Segura of the College of Agriculture Department of Landscape Architecture. Students will participate in a contest with cash prizes for the best designs. Ms. Segura will oversee the work of the students and then take the project to completion by finalizing the design and translating the text so that each sign will be in both English and Spanish. A Planning Committee will vet the proposed sign content and design.

- C. **Continued Work on Stream Buffer:** The buffer is becoming well established, but continued work is needed to maintain it. New and replacement plantings are needed, especially in the areas of recent bank stabilization. Native trees, shrubs, and plants are beginning to dominate the buffer zone, but the effort to remove weeds and invasive plants must continue. In 2018 a pollinator garden was installed. Currently a visual boundary is being installed along the edge of the buffer zone. These new areas will require particular attention in terms of removal of invasives and possible installation of replacement plants.

REPORTING REQUIREMENTS

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

- The Organization shall provide written authorizations for private property access (including LFUCG Parks) to the LFUCG Grant Manager prior to work on any area for which they are required. Work associated with this project shall not begin until Grantee and LFUCG Parks and Recreation provide agreement regarding any work and future maintenance responsibilities in writing. This shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

EDUCATIONAL OPPORTUNITIES

The educational components of this grant are incorporated in the "Project Plan Elements".

EQUIPMENT

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

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include "Permanent Capital Infrastructure" as defined in the Grant Award Agreement. Attachment B is not required for this Agreement.

Monitoring: The Organization agrees to allow LFUCG staff access to the project site to monitor the installed features for compliance with this agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG's annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 permit.

CONSTRUCTION ACCESS

If work is to be performed on property not owned by the Organization (including LFUCG - Parks and Recreation), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon property not owned by the Organization without prior signed authorization from the owner.

ADDITIONAL GRANT STIPULATIONS

Design, construction, and plant installation shall meet the following requirements:

- 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 Capital Projects.
- Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
- The Bank Stabilization portion of project shall not begin until Applicant and LFUCG Parks and Recreation provide agreement about the installation of the bank stabilization and future maintenance responsibilities in writing.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed if within the project vicinity.
- Planting of trees within 10 feet of existing utilities can only be done if written approval by the utility is provided to LFUCG prior to planting.
- No trees shall be planted within 10 feet of any sanitary sewer system or storm drainage pipe.
- Grantee shall verify the need and ensure all permits are received (i.e. FEMA, Army Corp, DOW, etc.) prior to any stream stabilization work, especially work associated with the spring area.
- The “Educational Signs” and “Informational signs” portion of project shall not begin until Applicant and LFUCG Parks and Recreation provide agreement about the installation and future maintenance responsibilities for all project elements involving construction, in writing.
- Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 43.4% cost share offered in the application (Approximately \$3,809.70).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution of the Grant Award Agreement 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 Incentive 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	Dates
Notice to Proceed from LFUCG	January 2019
Collaboration with Girl Scout Troop and UK Graphic Design class to identify topics, themes, and questions for kiosk signs.	March 2019
Production and installation of Spanish language spring marker	April 2019
Stream restoration work days	April – May 2019
Completion of design for kiosk signs	May 2019
Production of kiosk signs; first sign installed	May – June 2019
Stream restoration flash mobs as needed	May – August 2019
Signs installed in kiosk monthly	July – December 2019
Stream restoration work days	September – October 2019
Final Report to LFUCG	January 2020

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

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

Hours worked by participants under the age of 12 shall not be counted toward the cost share.

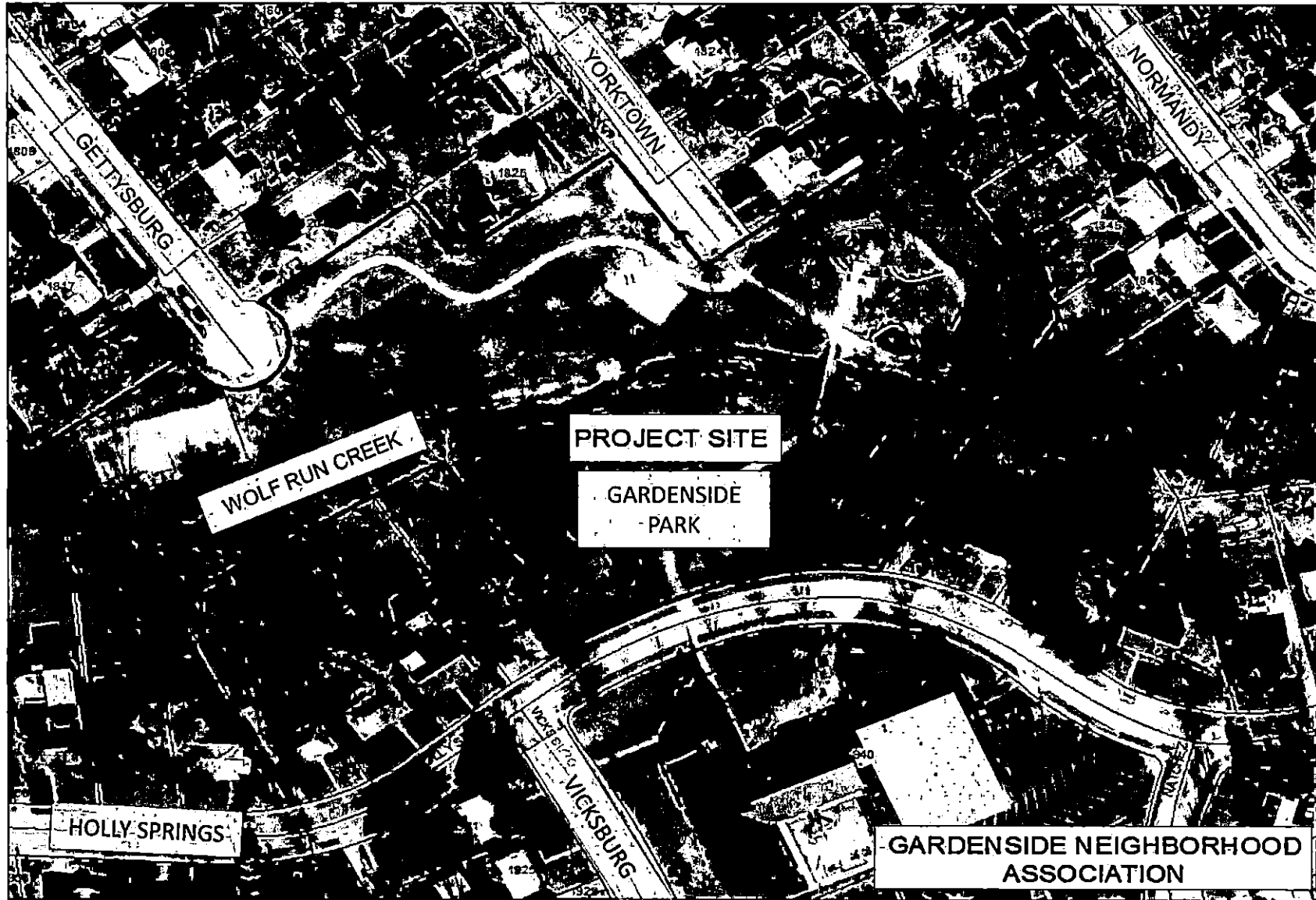
No work on any item outside of the project scope described herein, or any item to be covered by the contingency budget shall be performed without prior written approval from the LFUCG Grant Manager or Grant Administrator. Failure to do so may result in non-reimbursement for any such items.

Any donated professional service hours not currently listed in the Eligible Expenses shall be valued, at a maximum, at the Median Hourly Wage for the expertise provided – from the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Type of Expense	Partidpants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1 Project Element: Grant Management									
2	Donated Professional Service Hours	Grant Manager	Grant Management	\$ 14.87 per hour	50	\$ 743.50	\$ -	\$ 743.50	
3 Project Element: Gardenside Spring Marker - Spanish Language Version									
4	Fabrication	Pannier Graphics	Fabricatlon of sign	\$ 1,200.00 LS	1	\$ -	\$ 1,200.00	\$ 1,200.00	
5	Installation	Phillip Sallee	Installation, including purchase of concrete	\$ 250.00 LS	1	\$ -	\$ 250.00	\$ 250.00	
6 Project Element: Information Signs for Kiosk									
7	Professional Services	Carolina Segura, UK Department of Landscape Architecture	Design oversight and completion; Spanish translation	\$ 35.00 HR	45	\$ -	\$ 1,575.00	\$ 1,575.00	
8	Cash prizes for Design students	Carolina Segura	Managed by Carolina Segura	\$ 150.00 EA	2	\$ -	\$ 300.00	\$ 300.00	
9	Production	Fast Signs or other Vendor	Production of signs	\$ 75.00 EA	6	\$ -	\$ 450.00	\$ 450.00	
10	Donated Professional Services	Susan Spaulding	Oversight of planning and production	\$ 14.87 HR	10	\$ 148.70	\$ -	\$ 148.70	
11	Volunteer Hours	GNA Planning Committee; Girl Scout Leader	Planning content, gathering images	\$ 7.25 HR	30	\$ 217.50	\$ -	\$ 217.50	
12 Project Element: Continuation of Stream Buffer Restoration									
13	Donated Professional Service Hours	Jannine Baker, Native Plant Spec	Selecting and preparing appropriate plantings, training and supervising volunteers	\$ 25.00 per hour	50	\$ 1,250.00	\$ -	\$ 1,250.00	
14	Materials and supplies	Plant Nursery	Trees, shrubs, plants	\$ 6.00 per plant	150	\$ -	\$ 900.00	\$ 900.00	
15	Materials and supplies	Area Vendors	Landscaping supplies, volunteer support, materials	\$ 300.00 LS	1	\$ -	\$ 300.00	\$ 300.00	
16	Volunteer Hours	GNA Volunteers	Volunteer hours for removing invasives, planting natives,	\$ 7.25 per hour	200	\$ 1,450.00	\$ -	\$ 1,450.00	
17						TOTAL PROJECT BUDGET:	\$ 3,809.70	\$ 4,975.00	\$ 8,784.70
18							ORGANIZATION SHARE	GRANT SHARE	
19						COST SHARE % =	43.37% OK	43.4%	56.6%
20						MUST BE > 20%			

Stormwater Quality Projects Incentive Grant Program



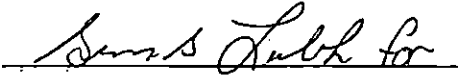
MAYOR JIM GRAY



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Jim Gray
Urban County Council

FROM: 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: September 25, 2018

SUBJECT: Recommendation for a FY19 (Class A) Stormwater Quality Projects Incentive Grant for Gardenside Neighborhood Association, Inc.

Request

The purpose of this memorandum is to request approval of a FY19 (Class A) Stormwater Quality Projects Incentive Grant for Gardenside Neighborhood Association, Inc. in the amount of \$4,975.00.

Purpose of Request

The objective of this project is to improve water quality at 1935 Yorktown Road, also known as Gardenside Park. Elements of this project include the fabrication and installation of a Spanish version of the Educational Marker for Gardenside Spring (installed as part of the FY 2019 GNA Stormwater Incentive Grant), educational signs for the Gardenside Park kiosk & community engagement, as well as continued stream buffer restoration.

Project Cost in FY19 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$4,975.00 and will be fully spent by FY20.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_19 – WQ_GRANT

Martin





Inquiry Results

Budget Overview

Business Unit: LFUCG
 Ledger Group: PG_EXP_CHD Pri/Grt Child Expense Budget
 Type of Calendar: Detail Budget Period
 Amounts in Base Currency: USD
 Revenue Associated:

[Return to Criteria](#) Max Rows: [Display Options](#) [Search](#)

Ledger Totals (1 Rows)		Net Transfers:	0.00
Budget:	1,445,537.68		
Expense:	0.00		
Encumbrance:	35,000.00		
Pre-Encumbrance:	0.00		
Budget Balance:	1,410,537.68		
Associate Revenue:	0.00		
Available Budget:	1,410,537.68		

Budget Overview Results													Personalize		Find	View All	5	1	First	1 of 1	Last
	Ledger Group	Fund	Dept ID	Section	Account	Bud Ref	PC Bus Unit	Project/Grant	Activity	Budget Period	Budget	Expense	Encumbrance	Pre-Encumbrance	Available Budget*	Percent Available					
1	PG_EXP_CHD	4052	303204	3373	78112	2019	LFUCG	WQINCENTIVE_19	WQ_GRANT	2019	1,445,537.68	0.00	35,000.00	0.00	1,410,537.68	97.58					

[Return to Criteria](#) [*Notes](#)