

**GRANT AWARD AGREEMENT**

*Fiscal Year 2023 Class B Education Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 28<sup>th</sup> day of March, 2023 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 **THE FAYETTE COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION CORPORATION** PO BOX 910951, LEXINGTON, KENTUCKY 40591 (hereinafter "Grantee"), and **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, 455 Park Place, 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 LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

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

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) Government hereby grants the Grantee the sum of **\$6,000.00** (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 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): **238 Locust Farm Road, Lexington, KY 40511** currently owned by the Property Owner.
- (3) 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.

- (4) The Grantee agrees to match the Grant above the first \$3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
  - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
  - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
  - (d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such

matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

- (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

ATTEST:  
MacKenzie Stock  
CLERK, URBAN COUNTY COUNCIL

Deputy

Grantee Organization:

THE FAYETTE COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION CORPORATION  
PO BOX 910951  
LEXINGTON, KY 40591

BY: Carrie Boling  
NAME: Carrie Boling  
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Carrie Boling, as the duly authorized representative for and on behalf of The Fayette Education Foundation, on this the 24<sup>th</sup> day of January, 2023.  
My commission expires: 10/19/24.

Nickie Wright #KYNP60084  
NOTARY PUBLIC

Property Owner:

FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION  
455 PARK PLACE  
LEXINGTON, KY 40511

BY: [Signature]  
NAME: Demetrius Liggins  
TITLE: Superintendent

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Demetrius Liggins, as the duly authorized representative for and on behalf of Fayette County School District Finance Corp, on this the 30 day of January, 2023.  
My commission expires: 7/6/2026.

Louise R. Rabbin KYNPS 3251  
NOTARY PUBLIC

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**The Fayette Education Foundation Corporation**

- GRANT PROGRAM**      **2023 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 Fayette County Public Schools Education Foundation Corporation (FCPS)  
PO Box 910951  
Lexington, KY 40591  
KY Organization #1119165

**Primary Project Contacts:**      Carrie Boling, Executive Director      *CAB*  
859-489-3805 (phone)  
c.boling@fayettefoundation.org (email)

Allisan (Sowder) Thompson  
859-381-3990, extension 30211 (phone)  
allisa.sowder@fayette.kyschools.us (email)

**Project Site Location & Property Owner:**      Fayette County School District Finance Corporation  
Locust Trace AgriScience Center (LTAC)  
238 Locust Farm Road  
Lexington, KY 40511  
PVA #38219400

**Project Manager:**      Mark Sims (Assistant Principal - Locust Trace AgriScience Center)  
859-381-3990 (phone)  
mark.sims@fayette.kyschools.us (email)

**Secondary Project Contact**      Tresine Logsdon (Sustainability Coordinator – FCPS)  
859-619-6472 (phone)  
tresine.logsdon@fayette.kyschools.us (email)

**Project Team Members:**      Daniel Bustle, Instructor  
Geomancer Permaculture, LLC (Contractor)

**PROJECT PLAN ELEMENTS**

The purpose of this project is to create a naturalized rain garden in a relatively high visibility, high usage location easily accessible to existing educational programs at the facility. The goals of this project are to improve stormwater infiltration and water quality in LTAC's outdoor classroom area, create a habitat feature that can support native vegetation and wildlife, and involve students in all aspects of rain garden design/implementation and utilize the project as an educational resource in the future.

All improvements shall be located on the property at 238 Locust Farm Road, Lexington, KY 40511, as shown in Figure 1. No other property or right-of-way shall be disturbed without the written permission from the property owners and / or LFUCG.

The general project elements include:

- a) Rain Garden – Installation of a rain garden (approximately 4,000 SF) surrounding the existing raised boardwalk outdoor classroom on campus. LTAC students will be directly involved in all aspects of installation, from site preparation to planting and mulching.

- b) Stormwater Educational Opportunities - Educational curriculum for Locust Trace Environmental Science students consisting of lectures covering the water cycle, botanical characteristics of native plants adapted to rain garden conditions, and design of rain gardens for hydrologic function, aesthetic beauty, and long term educational benefit of current and future Locust Trace students. Also, the long term maintenance of the rain garden facility and its permanent integration will be placed into the educational curriculum on campus.

1) ***STORMWATER CONTROL FACILITIES DESIGN:***

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.
- 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.
- Where the disturbance area is greater than or equal to 5,000 square feet, 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.

### **TARGET AUDIENCE**

The target audiences for this project are students and staff involved in the Agriculture programs at LTAC. This can include but is not limited to participants of the Environmental Science and Natural Resource program pathway, students involved in the Horticulture Pathway, and guests who would like to visit the campus for environmental program tours regarding native plants.

Approximately 200 students will be directly involved in participating in this program through planning, preparation, and installation for the Rain Gardens at Locust Trace. This will require collaborations with students in the Environmental, Horticulture, and Engineering pathways.

### **PROJECT SUSTAINABILITY**

- 1) ***Long-term Component for Ongoing Education and Involvement:*** The long-term component for ongoing education and involvement for this grant is through the long-term maintenance of the new rain garden facility that will be delegated to LTAC students. Geomancer Permaculture, LLC will provide training in landscape management, and oversight of the rain garden shall be integrated into the LTAC Environmental Science and Horticulture curricula so that successive cohorts of students can benefit from the hands-on learning experience of stewarding the installation.
- 2) ***Personnel for Long-Term Implementation:*** It is anticipated that the curriculum will be taught by the teachers of LTAC as part of their annual lessons. LTAC faculty will recruit current and future Environmental Science and Horticulture students for ongoing maintenance of the rain garden as well as incorporation of the installation into student-led site tours and curricula.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation beyond the grant period will come from two accounts set aside for program development. These funds can be used throughout the year at the discretion of the Environmental Science Pathway Lead. Potential additional sources of funding include the Fayette County Conservation District, LTAC Alumni Association (the National FFA Organization; Junior Minorities in Agriculture, Natural Resources, and Related Sciences), and groups like Fayette County Farm Bureau.

### **PROJECT SUCCESS MEASURES**

This project will directly impact hundreds of students and adults by strengthening the experiential learning opportunities offered by LTAC facilities. The project's *success will be measured in the recruitment of dedicated personnel for the long-term management of the BMP, permanent improvement of stormwater management at LTAC, and the establishment of ongoing educational elements on site.* The opportunity for students to assist in all aspects of rain garden design, installation, and maintenance provides a unique way to orient and train them in various aspects of the natural resources and sustainability careers championed by LTAC educational mission.

### **REPORTING REQUIREMENTS**

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

- 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) **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.**
- 3) 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.**
- 4) 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 final inspection minutes, punch-lists, etc.
  - Photo documentation of site conditions and improvements before, during, and after construction
  - Any materials generated, including those for educational purposes (i.e., curriculum, advertisements, etc.)
- 5) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 6) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format as part of the Requests for Funds & Project Status Reports and/or the Project Final Report supporting documentation.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) Copies of program evaluations collected in association with the facilitated educational programs, and public participation shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 11) 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.
- 12) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

#### **ADDITIONAL STIPULATIONS**

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

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

2. Plantings shall be selected from the Lexington-Fayette Urban County Government's (LFUCG) Rain Garden Manual.
3. Applicant supply an Inspection, Operations, and Maintenance Plan (IOM) of the rain garden facility and its permanent integration into the educational curriculum on campus.
4. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
5. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 25.7% cost share offered in the application (approximately \$1,035.00).

**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.

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**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**

<b>Activity</b>	<b>Schedule</b>
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2023)
Curriculum and project planning	March 2023
Minimum of three (3) classroom sessions with Environmental Science students	March 2023 – April 2023
Begin site design and on campus plant propagation with students	March 2023 – April 2023
Purchase additional plants and necessary landscape materials	April 2023 – June 2023
Site preparation with students	April 2023
Rain garden planting with students	May 2023
Provide Project Final Report to LFUCG	February 2024

**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](http://www.bls.gov/oes/current/oes_ky.htm)).

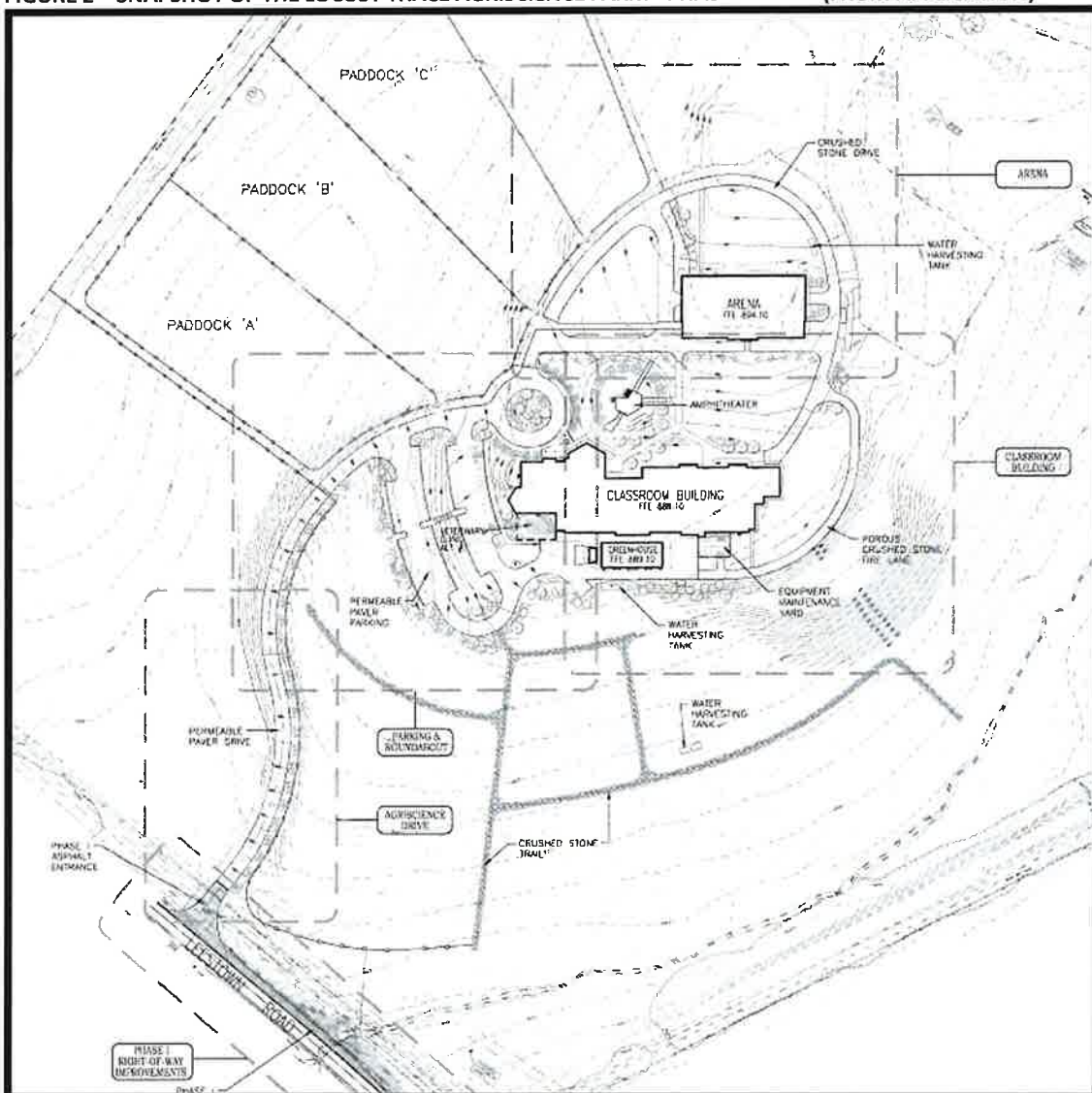
	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	<b>Project Element: Rain Garden Education Program, Design and Installation at Locust Trace</b>									
2	Organizing event	Personnel Hours	Geomancer Permaculture, LLC	Contractor hours at current payroll rate	\$ 50.00 per hour	15	\$ 250.00	\$ 500.00	\$ 750.00	
3	Speaker	Consulting Fees	Geomancer Permaculture, LLC	Fee for 3 x 2 hour workshop	\$ 200.00 each	3	\$ -	\$ 600.00	\$ 600.00	
4	Purchase of Plants	Materials	Geomancer Permaculture, LLC	1000 herbaceous perennials	\$ 4.00 per 4" plug	1000	\$ -	\$4,000.00	\$4,000.00	
5	Contractor Labor	Personnel Hours	Geomancer Permaculture, LLC	Contractor hours at current payroll rate	\$ 50.00 each	25	\$ 350.00	\$ 900.00	\$1,250.00	
6	Student Volunteers	Volunteer Hours	Seminar Participants	Volunteer hours for participation in seminar (assume 20 people for 3 hour)	\$ 7.25 per hour	60	\$ 435.00		\$ 435.00	
7	<b>TOTAL PROJECT BUDGET:</b>							\$ 1,035.00	\$6,000.00	\$7,035.00
8								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
9	MATCH % AFTER FIRST \$3,000 = 25.65% <b>OK</b>							25.70%	60.30%	
10	MUST BE > 20%									

**TABLE 2 - ELIGIBLE EXPENSES**

FIGURE 1 – PROJECT CONTEXT AND SITE MAP PROVIDED BY GEOMANCER PERMACULTURE LLC (FROM APPLICATION)



FIGURE 2 – SNAPSHOT OF THE LOCUST TRACE AGRISCIENCE FARM - PHASE 2 PLANS (FROM APPLICATION)





**ATTACHMENT B  
TO FY2023 CLASS B EDUCATION GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

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

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

**PROPERTY SITE ADDRESS:** \_\_\_\_\_

**PROPERTY OWNER NAME:** \_\_\_\_\_

**DESCRIPTION:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**THE <property owner name> HEREBY:**

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

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

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

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

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

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

**<PROPERTY OWNER>**

**<BUSINESS ADDRESS>**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



**Maintenance Agreement Contact Information for Compliance**

**Owner Representative Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Representative's Phone Number:** \_\_\_\_\_

**Representative's E-Mail:** \_\_\_\_\_

**Urban County Government Information for compliance issues:**

Contact: \_\_\_\_\_ LFUCG's MS4 Permit Coordinator

Address: \_\_\_\_\_ LFUCG Division of Water Quality

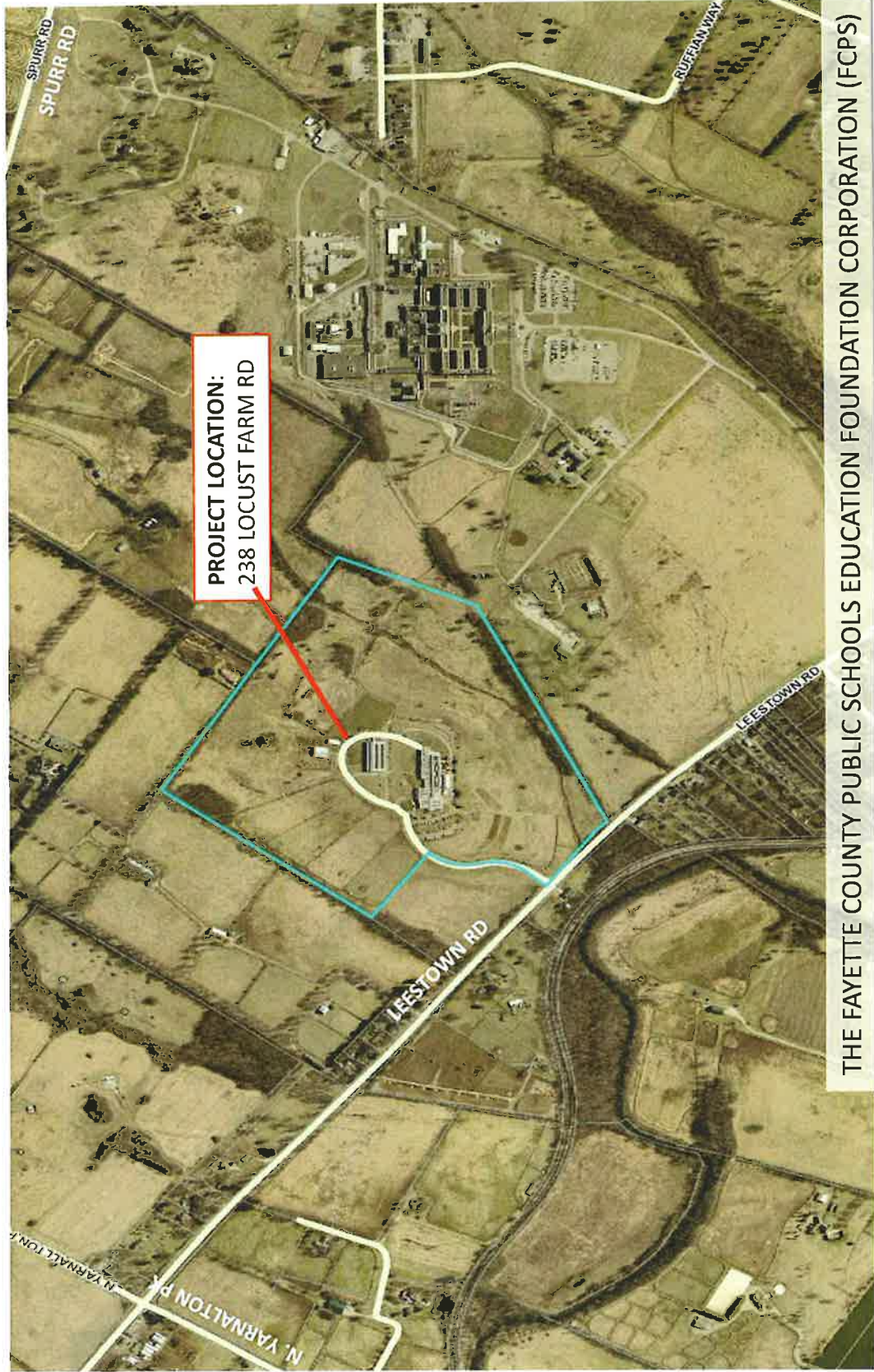
\_\_\_\_\_ 125 Lisle Industrial Avenue, Suite 180

\_\_\_\_\_ Lexington, KY 40511

Phone: \_\_\_\_\_ (859) 425-2400

Email: \_\_\_\_\_ MS4@lexingtonky.gov

Stormwater Quality Projects Incentive Grant Program



THE FAYETTE COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION CORPORATION (FCPS)