

## 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 **ELLERSLIE AT DELONG HOMEOWNERS ASSOCIATION, INC.**, 141 PROSPEROUS PLACE, SUITE 21B, LEXINGTON, KENTUCKY 40509 (hereinafter "Grantee"), and **DELONG ESTATES DEVELOPMENT, LLC**, 161 N. EAGLE CREEK, SUITE 200, LEXINGTON, KENTUCKY 40509 (hereinafter "Property Owner").

### 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 **\$64,210.99** (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 and Property Owner agree 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 and Property Owner agree 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. This Paragraph shall be binding on the Grantee, and the Property Owner and its successors and assigns, to the extent applicable.
- (11) The Property Owner agrees to allow the Grantee to install the grant-funded improvements on the relevant property. The Property Owner agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded improvements and reporting requirements. 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. This Paragraph shall be binding on the Grantee, and the Property Owner and its successors and assigns, to the extent applicable.
- (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 or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (27) Except as provided in Sections 10 and 11 of this Agreement, Property Owner assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Property Owner 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.
- (28) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

**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: ELLERSLIE AT DELONG HOMEOWNERS  
ASSOCIATION, INC.,**

**141 PROSPEROUS PLACE, SUITE 21B,**

LEXINGTON, KENTUCKY 40509

BY: David C. Osborne

NAME: DAVID C. OSBORNE

TITLE: President, Ellerslie HOA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David C. Osborne on behalf of Ellerslie HOA, as the duly authorized representative for and day of August, 2023

My commission expires: 08/07/2027

Alexander Crossland  
NOTARY PUBLIC

ALEXANDER CROSSLAND  
Notary Public  
Commonwealth of Kentucky  
Commission Number KYNP76223  
My Commission Expires Aug 7, 2027

Property Owner: **DELONG ESTATES DEVELOPMENT, LLC,  
161 N. EAGLE CREEK, SUITE 200  
LEXINGTON, KENTUCKY 40509**

BY: John D. Barlow

NAME: John D. Barlow

TITLE: Manager

The foregoing Agreement was subscribed, sworn to and acknowledged before me by John D. Barlow on behalf of DeLong Estates Development, as the duly authorized representative for and day of Aug 22, 2023

My commission expires: 3/28/26

Andie J. Bunting  
NOTARY PUBLIC  
KYNP46220

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Ellerslie at Delong Homeowners Association, Inc. (EDHOA)**

**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:**        Ellerslie at Delong Homeowners Association, Inc. (EDHOA)  
141 Prosperous Place, Suite 21B  
Lexington, KY 40509  
KY Organization #0629318

**Organization President & Primary Project Contact:** Dave Osborne  
703-888-6500 (phone)  
dcosborne@comcast.net (email)

**Secondary Project Contact & Project Manager:** Ridgewater, LLC  
2968 McClure Road  
Winchester, KY 40391  
859-806-1089 (phone)  
Eric Dawalt, P.E.  
edawaltrw@gmail.com (email)

**Project Site Location(s):**    449 Weston Park  
PVA #38280140

**Property Owner(s):**            Delong Estates Development LLC  
161 N. Eagle Creek, Suite 200  
Lexington, KY 40509

**Design Engineering Firm:**    Stantec Consulting Services Inc.  
3052 Beaumont Center Circle  
Lexington, KY 40513  
502-600-3450 (phone)  
Samuel Lee, P.E. (Engineer of Record)  
Samuel.lee2@stantec.com (email)

**PROJECT PLAN ELEMENTS**

All improvements shall be located at 449 Weston Park, PVA #38281040 which is located in the general vicinity of Lake Ellerslie (also known as Lexington Reservoir #4) (as shown in Figure 1). No other property or right-of-way shall be disturbed without written permission from the property owners and/or LFUCG.

The objective of this project is to reduce overland flooding on the resident's property within the neighborhood. There is an area where the topography and poor design of the existing stormwater system has led to overland flooding in residents' yards, leading to possible flooded basements and damaged property.

- A. Overland Flow Swale – design and construct a new overland flow swale (approximately 200 linear feet) to allow water to flow from the existing closed contour/sinkhole area that exists behind 477 Weston Park into the stormwater sewer and remediate sinkhole (approximately 100 square feet).

- B. Stormwater Education – The project will also include a permanent sign as a stormwater educational tool. The target audiences are people walking in the neighborhood near the project site (estimated at 1,000 people/year).

The project will reduce flooding, and provide education and outreach to the public. An overview of the project identifying the stormwater problems to be addressed is presented in Figure 2 – Revised Conceptual Plan.

**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.**

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- 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 from the authorized agencies prior to the start of construction.
- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – [ccooperrider@lexingtonky.gov](mailto:ccooperrider@lexingtonky.gov)  
Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.



- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

## 2) **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 contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. 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. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days 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 given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

## **REPORTING REQUIREMENTS**

- 1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following six (6) deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer's construction cost estimate including quantities
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- 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 LFUCG's Stormwater Manual
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
  - 3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**
  - 4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
  - 5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
  - 6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.
  - 7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
  - 8) **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.**
  - 9) 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 Plan 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.
  - 10) After construction is completed, the Project Final Report shall include copies of the following:
    - Summary of final construction costs and quantities
    - Copies of all federal, state, and local permits obtained for the project (if not previously provided)
    - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
    - Copies of final inspection minutes, punch-lists, etc.
    - Photo documentation of site conditions and improvements before, during, and after construction
    - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.) and the final copy of the Inspection, Operation, and Maintenance Plan per the Design Reporting Requirements.
  - 11) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
  - 12) 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 private property in Fayette County and be owned by the property owners.

**Future Inspection and Maintenance:** The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

**ADDITIONAL GRANT STIPULATIONS**

1. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any streambank stabilization work.
2. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
3. 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 future LFUCG projects.
4. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
5. Educational signage to be approved by the Grant Manager or Administrator prior to production.

**GRANT PERIOD & PROJECT SCHEDULE**

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

**TABLE 1 – PRELIMINARY PROJECT SCHEDULE**

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	February 2023
Kickoff meeting with LFUCG	February 2023
Design	March - June 2023
Apply for permits	April 2023
Construction	July – September 2023
Public Involvement Planting Field Day	October-November 2023
Provide Project Final Report to LFUCG	December 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.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State 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)).

**TABLE 2 – ELIGIBLE EXPENSES**

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
<b>1 Project Element 1: Design Elements</b>									
2	Professional Service Hours	Project Manager	Project Team Kickoff Meeting (1 meeting)	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
3	Professional Service Hours	Sr. Project Engineer	Project Team Kickoff Meeting (1 meeting)	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
4	Professional Service Hours	Project Engineer	Project Team Kickoff Meeting (1 meeting)	\$ 120.00 per hour	4	\$ 480.00	\$ -	\$ 480.00	
5	Professional Service Hours	Project Manager	Stakeholder Meeting (1 meeting)	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
6	Professional Service Hours	Sr. Project Engineer	Stakeholder Meeting (1 meeting)	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
7	Professional Service Hours	Project Engineer	Stakeholder Meeting (1 meeting)	\$ 120.00 per hour	4	\$ 480.00	\$ -	\$ 480.00	
8	Professional Service Hours	Sr. Project Engineer	Collect Topographic Data	\$ 150.00 per hour	8	\$ 1,200.00	\$ -	\$ 1,200.00	
9	Professional Service Hours	Project Engineer	Collect Topographic Data	\$ 120.00 per hour	8	\$ 960.00	\$ -	\$ 960.00	
10	Professional Service Hours	Direct Expenses	Collect Topographic Data	\$ 120.00 lump sum	1	\$ 120.00	\$ -	\$ 120.00	
11	Professional Service Hours	Project Manager	Prepare Design Plans	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
12	Professional Service Hours	Sr. Project Engineer	Prepare Design Plans	\$ 150.00 per hour	10	\$ 1,500.00	\$ -	\$ 1,500.00	
13	Professional Service Hours	Project Engineer	Prepare Design Plans	\$ 120.00 per hour	20	\$ 2,400.00	\$ -	\$ 2,400.00	
14	Professional Service Hours	Project Manager	Prepare and Submit LFUCG Land Disturbance Permit	\$ 150.00 per hour	2	\$ 300.00	\$ -	\$ 300.00	
15	Professional Service Hours	Sr. Project Engineer	Prepare and Submit LFUCG Land Disturbance Permit	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
16	Professional Service Hours	Project Engineer	Prepare and Submit LFUCG Land Disturbance Permit	\$ 120.00 per hour	8	\$ 960.00	\$ -	\$ 960.00	
17	Professional Service Hours	Project Manager	Develop Final Construction Budget	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
18	Professional Service Hours	Project Manager	Design Submittal Review Meeting - (100%)	\$ 150.00 per hour	2	\$ 300.00	\$ -	\$ 300.00	
19	Professional Service Hours	Sr. Project Engineer	Design Submittal Review Meeting - (100%)	\$ 150.00 per hour	2	\$ 300.00	\$ -	\$ 300.00	
20	Professional Service Hours	Project Engineer	Design Submittal Review Meeting - (100%)	\$ 120.00 per hour	2	\$ 240.00	\$ -	\$ 240.00	
21	Professional Service Hours	Project Manager	Record Drawings	\$ 150.00 per hour	2	\$ 300.00	\$ -	\$ 300.00	
22	Professional Service Hours	Sr. Project Engineer	Record Drawings	\$ 150.00 per hour	4	\$ 600.00	\$ -	\$ 600.00	
23	Professional Service Hours	Project Engineer	Record Drawings	\$ 120.00 per hour	8	\$ 960.00	\$ -	\$ 960.00	
24	Professional Service Hours	Project Manager	Inspection, Operation, Maintenance Plan	\$ 150.00 per hour	1	\$ 150.00	\$ -	\$ 150.00	
25	Professional Service Hours	Sr. Project Engineer	Inspection, Operation, Maintenance Plan	\$ 150.00 per hour	1	\$ 150.00	\$ -	\$ 150.00	
26	Professional Service Hours	Project Engineer	Inspection, Operation, Maintenance Plan	\$ 120.00 per hour	2	\$ 240.00	\$ -	\$ 240.00	
27	Professional Service Hours	Project Manager	Develop Educational Components	\$ 150.00 per hour	2	\$ 212.74	\$ 87.26	\$ 300.00	
28	Professional Service Hours	Sr. Project Engineer	Develop Educational Components	\$ 150.00 per hour	4	\$ -	\$ 600.00	\$ 600.00	
29	Professional Service Hours	Project Engineer	Develop Educational Components	\$ 120.00 per hour	16	\$ -	\$ 1,920.00	\$ 1,920.00	
30	Professional Service Hours	Project Manager	Grant Management, Quarterly Reports, Final Report, etc.	\$ 150.00 per hour	8	\$ -	\$ 1,200.00	\$ 1,200.00	
<b>31 Project Element 2: Conceptual Construction</b>									
32	Construction	Contractor	Build Grass Swale from Sinkhole	\$ 100.00 linear feet	200		\$ 20,000.00	\$ 20,000.00	
33	Construction	Contractor	Dig out and Remediate Sinkhole	\$ 15,000.00 lump sum	1	\$ -	\$ 15,000.00	\$ 15,000.00	
34	Construction	Contractor	Mobilization/General Conditions	\$ 10,000.00 lump sum	1	\$ -	\$ 10,000.00	\$ 10,000.00	
35	Construction	Contractor	Erosion and Sediment Control	\$ 5,000.00 lump sum	1	\$ -	\$ 5,000.00	\$ 5,000.00	
36	Construction	Contractor	Misc. Grading, Revegetation	\$ 5,000.00 lump sum	1	\$ -	\$ 5,000.00	\$ 5,000.00	
<b>36 Project Element 3: Education and Other</b>									
37	Education		Educational Sign	\$ 500.00 lump sum	1		\$ 500.00	\$ 500.00	
38	Other (Miscellaneous) Costs	Contractor	Contingency (8.8%)	\$ 4,903.73 lump sum	1	\$ -	\$ 4,903.73	\$ 4,903.73	
39	<b>TOTAL PROJECT BUDGET:</b>						\$ 16,052.74	\$ 64,210.99	\$ 80,263.73
40							<b>ORGANIZATION SHARE*</b>	<b>GRANT SHARE</b>	
41	COST SHARE % = 20.00% OK						20.0%	80.0%	
42	MUST BE ≥ 20%								

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)

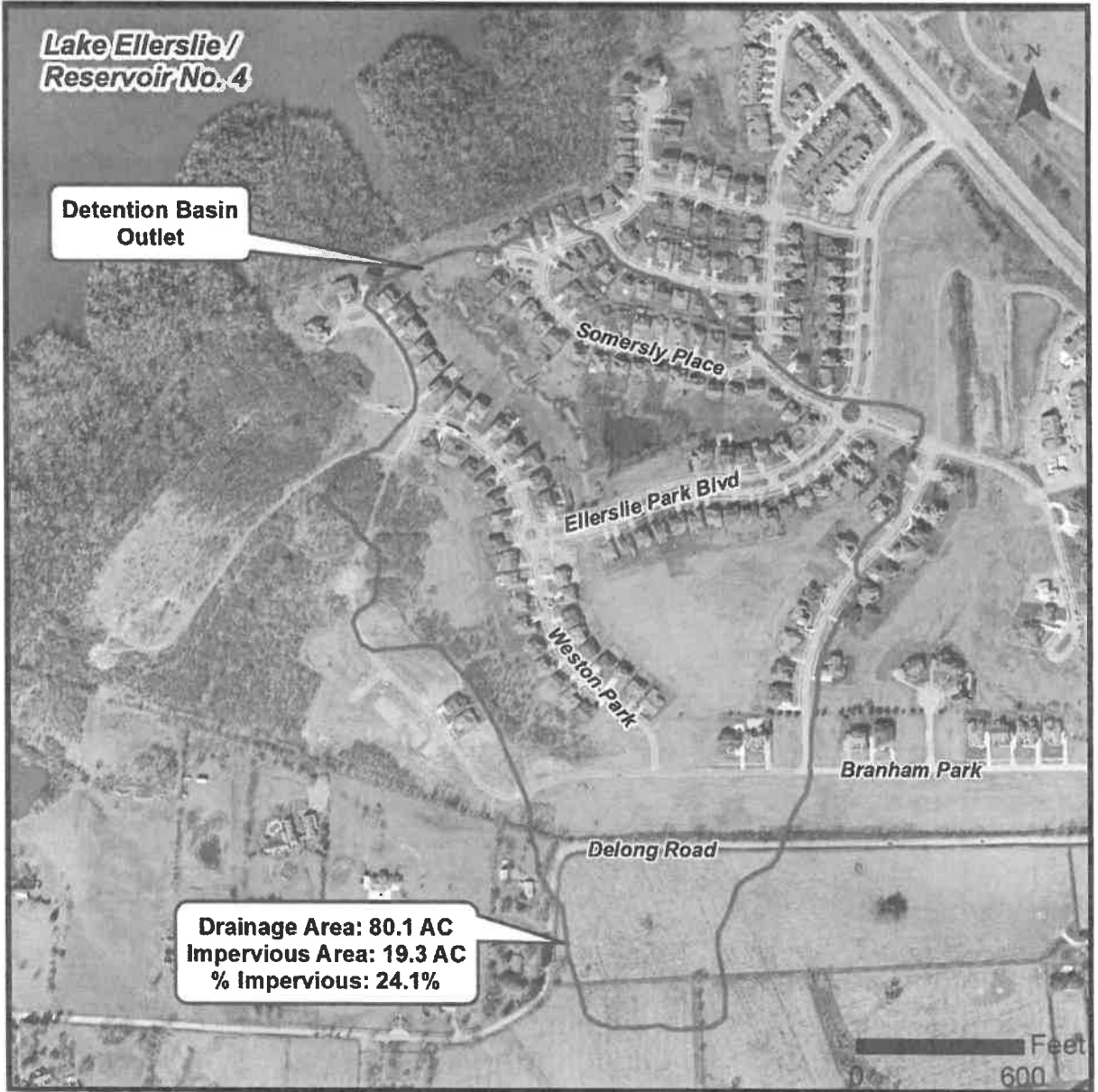
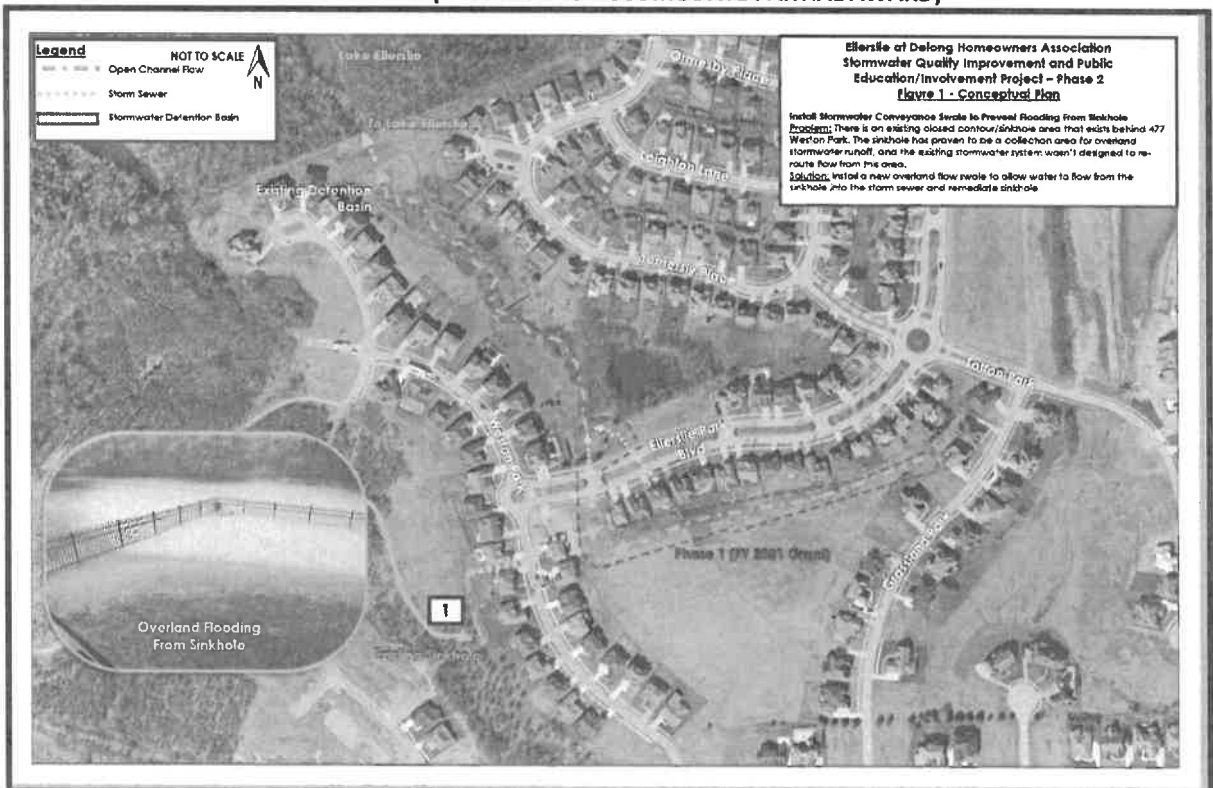


FIGURE 2 – REVISED CONCEPTUAL PLAN (ADJUSTED TO ACCOMODATE PARTIAL AWARD)



**ATTACHMENT B  
TO FY 2023 CLASS A GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities  
Funded by an LFUCG Class A 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:** \_\_\_\_\_

**GRANTEE'S NAME:** \_\_\_\_\_

**DESCRIPTION:**

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

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

Whereas, \_\_\_\_\_ <Grantee 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 <Grantee Name> hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

**THE <Grantee 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 <Grantee Name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <Grantee 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 <Grantee 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 <Grantee 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 <Grantee Name> or its successors and assigns, <Grantee 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 <Grantee 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 <Grantee 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, <Grantee 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 <Grantee 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 <Grantee Name>. <Grantee 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 <Grantee 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, <Grantee 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 <Grantee Name>, include a copy of the invoice for services.
  - E. An outline of planned activities for the next year.

**<GRANTEE NAME>**

**<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