

GRANT AWARD AGREEMENT

Fiscal Year 2018 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 30 day of January, 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **GARDENSIDE NEIGHBORHOOD ASSOCIATION, INC.**, P.O. Box 4056, Lexington, KY 40504, (hereinafter "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

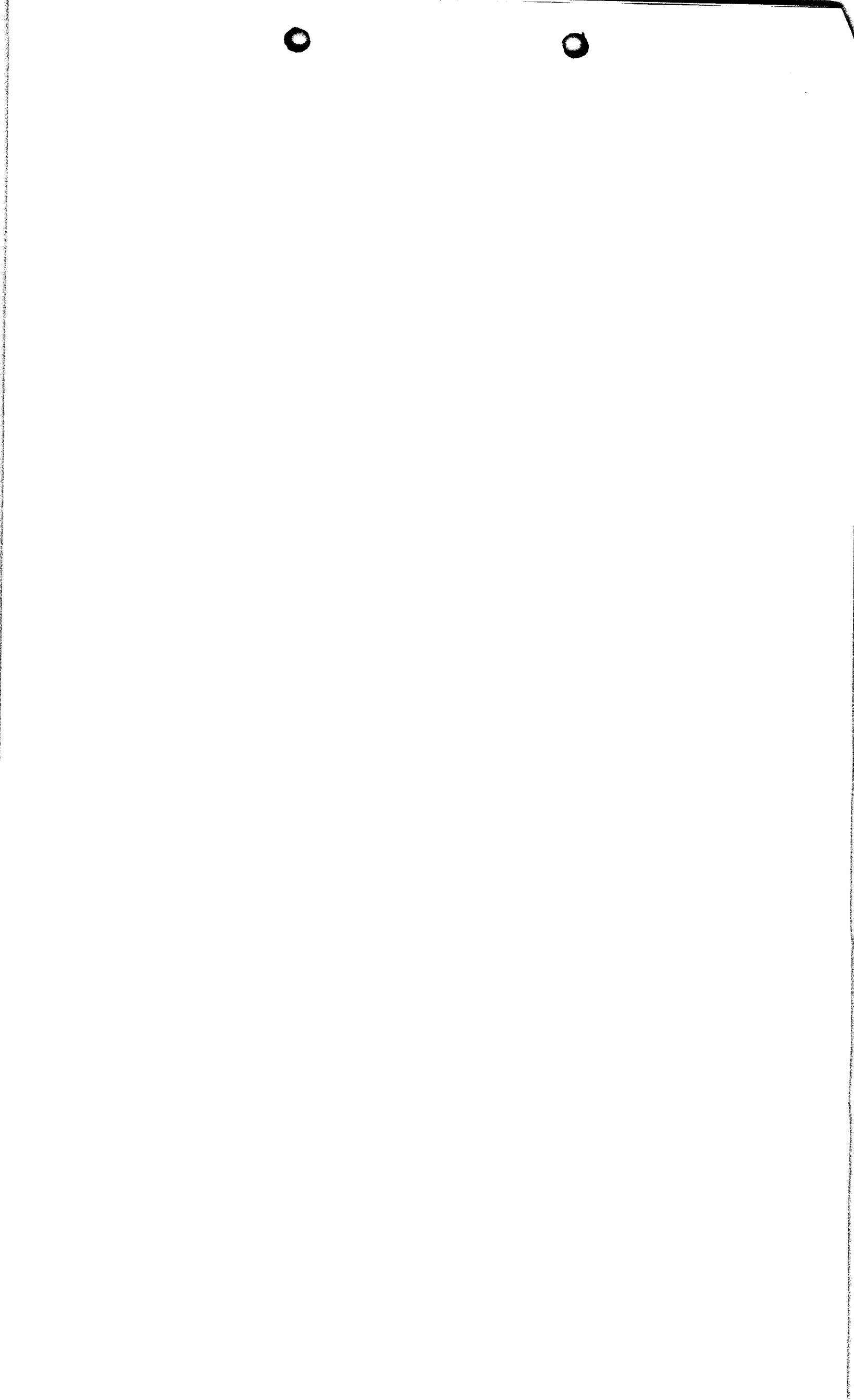
WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

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

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

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

- (1) The Government hereby grants the Grantee the sum of **\$8,985.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.



- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the

Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.

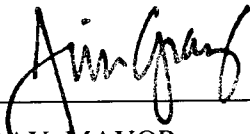
- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agree-

ments or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

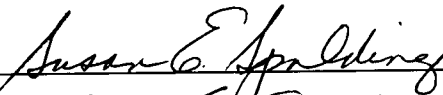
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: 
JIM GRAY, MAYOR

ATTEST:



CLERK, URBAN COUNTY COUNCIL

**Grantee Organization: GARDENSIDE NEIGHBORHOOD ASSOCIATION,
INC.
P.O. BOX 4065
LEXINGTON, KY 40504**

BY: 
NAME: SUSAN E. SPALDING
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Susan E Spalding, as the duly authorized representative for and on behalf of Gardenside Neighborhood Association, on this the 18 day of December, 2017.
My commission expires: 7-25-20.

NICHOLAS ORANGI
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID. # 561635
MY COMMISSION EXPIRES JULY 25, 2020


NOTARY PUBLIC

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

GRANT PROGRAM: FY2018 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality (DWQ) in the Department of Environmental Quality and Public Works

PROJECT TEAM AND CONTACT INFORMATION

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

Organization President, Susan Spalding
859-353-1100
sespalding964@gmail.com

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

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

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

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

Project Participants: Jannine Baker – Native Plant Specialist
Russ Turpin – EcoGro
LFUCG Parks and Recreation – Property Owner
Beate Popkin – Landscape Designer
Friends of Wolf Run
Susan Cohn – Environmental Biologist
Matt Reno – Graphic Designer

PROJECT PLAN ELEMENTS

- I. The following project elements are proposed to improve water quality at 1835 Yorktown Road also known as Gardenside Park.
 - A. **Pollinator Garden and Workshops** – The Pollinator Garden Project incorporates the following three (3) phases:
 1. **Pollinator Workshop No. 1:** Organization to host a workshop lead by landscape designer, Beate Popkin of Living Gardens, LLC. During the workshop, Ms. Popkin will develop a plan for the pollinator garden.
 2. **Plantings Event:** During this phase of the project, Ms. Popkin will give participants hands-on experience in choosing and identifying plants, and in proper techniques of planting, including handling plants, root to soil contact, depth of

planting, watering, and the importance of successive bloom in attracting pollinators.

3. **Workshop No. 2:** The organization to host a second workshop, this time led by Kentucky State Apiarist, Tammy Horn Potter. Ms. Potter to provide information about the important role of bees and other pollinators.

B. **“Cues to Care”** – This element seeks to establish a visual boundary at several locations along the stream buffer. Russ Turpin, Senior Environmental Specialist and Certified Arborist with EcoGro to design and install several areas of visual interest on the outer edges of the existing stream buffer.

C. **Informational Signs for Kiosk** – For the 2018 grant, preparation of six signs that explain and demonstrate with the use of graphics and diagrams, some of the aspects of the stream restoration project and concepts related to it. The signs to be rotated every few weeks. Also, upon recommendation from LFUCG Park Designer Joe Howell, the signs will be printed on a material determined with coordination with Fast Signs or another vendor. Environmental Biologist Susan Cohn is among those who will contribute content for these signs. Graphic Designer Matt Reno has agreed to design the signs.

D. **Continued Work on Stream Buffer** – Continued stream buffer work in the areas near Holly Springs Road, and on the other side of the creek, closer to Gettysburg and Yorktown. Also added is the creek bank near the pavilion and the newly stabilized streambank near the playground. Also for 2018, there will be special emphasis on clearing invasives and planting native plants in these new areas, further decreasing stormwater runoff. In addition, the organization will plant native trees, shrubs, and perennials.

REPORTING REQUIREMENTS

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

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

EDUCATIONAL OPPORTUNITIES

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

EQUIPMENT

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

PERMANENT FACILITIES/INFRASTRUCTURE

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

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

SUPPLEMENTAL PROJECT ELEMENT INFORMATION

Figure 1: Project Site Map and Exhibits from Application

1

2

3

Streamside Buffer

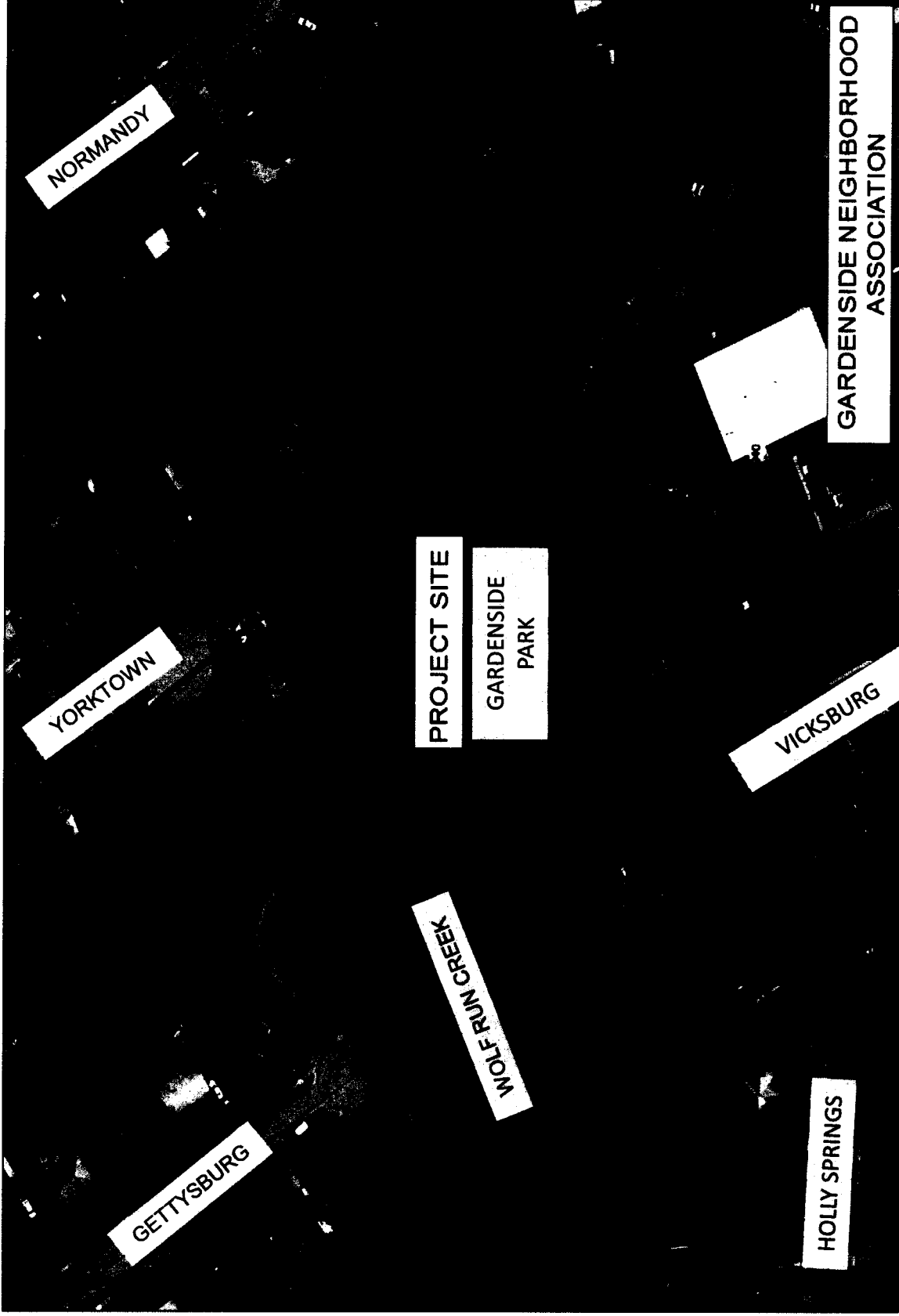
1. Site for Pollinator Garden. Area extends farther to right of image so it is part shade and part sun.

2. Gardenside Stream Buffer. Visible are trees and shrubs, including viburnum in bloom and redbud. Much of the other foliage is native perennials.

3. Green Acres Park Stream Buffer with landscaped portion.

4. Sample sign for kiosk.

Stormwater Quality Projects Incentive Grant Program



MAYOR JIM GRAY

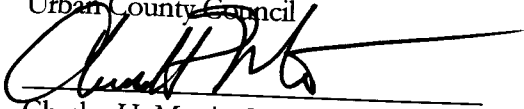


LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY



TO: Mayor Jim Gray
Urban County Council

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

DATE: December 20, 2017

SUBJECT: Recommendation for a FY18 (Class A) Stormwater Quality Projects Incentive Grant for Gardenside Neighborhood Association, Inc.

Request

The purpose of this memorandum is to request approval of a FY18 (Class A) Stormwater Quality Projects Incentive Grant for Gardenside Neighborhood Association, Inc. in the amount of \$8,985.00.

Purpose of Request

Grant provides funds to support the implementation of various improvements to the water quality at 1835 Yorktown Road also known as Gardenside Park. These improvements include stream bank stabilization along Wolf Run, stream buffer restoration, which is in relation to the Friends of Wolf Run grant and community education that incorporates a Pollinator Garden, "Cues To Care" initiative, and community workshops.

Project Cost in FY18 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$8,985.00 and will be fully spent by FY19.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_18 – WQ_GRANT

Martin/Hoskins-Squier

