

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

GRANT PROGRAM

**2021 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: Hartland Homeowners Association, Inc. (HHA)
4910 Hartland Parkway
Lexington, KY 40515
KY Organization #0482396

Organization President: Jennifer Wallace
859-361-5068 (phone)
jenniferwallace29@gmail.com (email)

Primary Project Contact & Project Manager: Susan O. Scott, Executive Director
859-272-2033 (phone)
hartland@qx.net (email)

Secondary Project Contact: Cyndi Allen
859-272-0822 (phone)
ccallen@lexairinc.com (email)

Project Site Location(s): 4893 and 4897 Wyndhurst Road;
2253 and 2249 Abbeywood Road

Property Owner(s): (See Table 3)

Design Engineering Firm: Earthcycle Design LLC
3168 Arrowhead Drive
Lexington, KY 40503
Scott Southall, PLA (Landscape Architect of Record)
859-229-3125 (phone)
bsouthall@ecdsite.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the properties listed in this Attachment A, Table 3. Hartland Homeowners Association – List of Affected Properties. No other property or right-of-way shall be disturbed without the written permission from the property owners and / or LFUCG.

The objective of this project is to improve water quality by mitigating issues of erosion and degradation of the tributary to East Hickman Creek, as well as the effects of flooding that occurs between Wyndhurst Road and Abbeywood Road.

The proposed project will include the following long term benefits to the neighborhood and / or area of influence.

- A. **Streambank Stabilization** – Stabilize approximately 300 linear feet of streambank in the area shown in Figure 1. Hartland HOA – Aerial Photograph of the Project Area, utilizing a green (best management practices BMPs) approach to drainage-way revitalization. The sediment load carried by the tributary will be greatly reduced by stabilizing the existing banks and enhancing the riparian buffer with appropriate native plantings that will protect these residential properties along with downstream waters from further degradation. The project also looks to create a conservation easement depicting the affected properties' plats, riparian

buffer area, and area prescribed for the actual easement. In addition, HHA will be responsible for long-term maintenance the conservation easement.

- B. Stormwater Education – HHA will provide public education and participation in activities. The Organization will post information about the project on the HOA’s website. Also, the HHA will host at least two (2) informational seminars with Scott Southall and/or Denise O’Meara (owners of Earthcycle Design, LLC) as guest speakers regarding the enhancement of water quality. This seminar will cover riparian buffer functions, utilization of green BMPs for stormwater treatment and collection, appropriate native plantings, as well as maintenance of riparian buffer vegetation and stream edges. The seminars will be held at the Hartland Clubhouse and be open to all homeowners in the neighborhood.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase 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 (working drawings), 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:

Environmental Services (street trees), Tim Queary – tqueary@lexingtonky.gov
Engineering (right-of-way), Brian Knapp – bknapp@lexingtonky.gov
Sanitary Sewers, Greg Lubeck – glubeck@lexingtonky.gov
Stormwater, Mark Sanders – 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:**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- 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)
 - Three (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 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.)
 - 11) LFUCG shall make final payment of the 3% retainer after acceptance of the Project Final Report.

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. Hartland Homeowners Association, Inc. will be responsible for long-term maintenance of the conservation easement.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater 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.

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	Anticipated Date
Approval of GAA and Notice to Proceed	To be determined
HHA Project Kick-off meeting*	March 2021
Topographic survey of project area	April 2021
Analysis of bank stabilization issues and determination of solution(s)	May 2021
Meeting with HHA to discuss alternative(s)*	June 2021
Advertise educational seminar presented by Earthcycle design LLC*	One (1) month prior to the event
Start the permitting process with appropriate agencies	July 2021
Develop construction plans and specifications	September 2021
Project construction - construction is anticipated to be sixty (60) days	October 2021 – December 2021
Final Report to LFUCG	February 2022

*Depending upon regulations related to COVID 19, any or all meetings or presentations may take place via digital meeting software.

ADDITIONAL GRANT STIPULATIONS

1. Organization shall verify the need and ensure all permits are received (*i.e.*, FEMA, Army Corps, DOW, etc.) prior to any streambank stabilization work.
2. Organization shall obtain written approval / agreement prior to work being done on properties not owned by the Organization.
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. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.05% cost share offered in the Application (approximately \$25,050.00).

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 re-development 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 calculated 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).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense		
1 Project Element: Grant Management										
2	Professional Service Hours	ECD	Grant Management	\$ 165.00 per hour	28	\$ 4,620.00	\$ -	\$ 4,620.00		
3 Project Element: Design										
4	Professional Service Hours	ECD/CDP	Supplemental Site Survey (survey crew)	\$ 175.00 per hour	28	\$ 4,900.00	\$ -	\$ 4,900.00		
5	Professional Service Hours	ECD	Design of riparian buffer zone including bank stabilization	\$ 165.00 per hour	119	\$ -	\$ 19,635.00	\$ 19,635.00		
6	Professional Service Hours	ECD	Review meetings w/ property owners & HOA	\$ 165.00 per hour	24	\$ 3,960.00	\$ -	\$ 3,960.00		
7	Professional Service Hours	ECD	Permitting (LDP, 401 & 404)	\$ 165.00 per hour	32	\$ -	\$ 5,280.00	\$ 5,280.00		
8	Professional Service Hours	ECD/CDP	prepare & record conservation easement	\$ 175.00 per hour	30	\$ 5,250.00	\$ -	\$ 5,250.00		
9 Project Element: Construction										
10	Clearing & Grubbing	Site Contractor	Remove invasive and dead plant material	\$ 5,000.00 lump sum	1	\$ -	\$ 5,000.00	\$ 5,000.00		
11	Grading	Site Contractor	Bank & Slope Stabilization, Grading & Erosion Protection	\$ 200.00 linear foot	300	\$ -	\$ 60,000.00	\$ 60,000.00		
12	Materials	Landscape Contractor	Landscape Materials (Trees, Shrubs and ground cover)	\$ 10,000.00 lump sum	1	\$ -	\$ 10,000.00	\$ 10,000.00		
13	Materials	Landscape Contractor	Site Restoration	\$ 5,000.00 lump sum	1	\$ 5,000.00	\$ -	\$ 5,000.00		
14 Project Element: Educational Seminar										
15	Professional	ECD / HCC	presentation to HOA on benefits	\$ 165.00 per hour	8	\$ 1,320.00	\$ -	\$ 1,320.00		
16						TOTAL PROJECT BUDGET:		\$ 25,050.00	\$ 99,915.00	\$ 124,965.00
17								ORGANIZATION SHARE	GRANT SHARE	
18								20.0%	80.0%	
19										
20										

COST SHARE % = 20.05% OK

MUST BE > 20%

* Note: Organization share must be 20% of total project costs.

TABLE 3. HARTLAND HOMEOWNERS ASSOCIATION, INC. – LIST OF AFFECTED PROPERTY OWNERS (At time of Application)

	Last Name	First Name	House #	Street	PVA Parcel #'s	Signed Agreement
1	Lubaway	Bill & Charlotte	4893	Wyndhurst Road	20068930	Yes
2	Maloney	Michael & Janette	4897	Wyndhurst Road	20068920	Yes
3	Dempsey	Tom	2253	Abbeywood Road	10035920	Yes
4	Dwoskin	Linda	2249	Abbeywood Road	20040900	Yes

FIGURE 1. AERIAL PHOTOGRAPH OF PROJECT LOCATION (FROM APPLICATION)



GRANT AWARD AGREEMENT

Fiscal Year 2021 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 **HARTLAND HOMEOWNERS ASSOCIATION, INC.**, 4910 HARTLAND PARKWAY, LEXINGTON, KENTUCKY 40515, (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 **\$99,915.00** (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.

- (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 3% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and / or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee

further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
 - Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and / or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in 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 Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grants*" 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 **12** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (16) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities

carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the 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; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

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

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Sommet
Deputy CLERK, URBAN COUNTY COUNCIL

Grantee Organization: HARTLAND HOMEOWNERS ASSOCIATION, INC.

4910 HARTLAND PARKWAY
LEXINGTON, KENTUCKY 40515

BY: *[Signature]*
NAME: *Keis Kearns*
TITLE: *President*

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: *4/18/2022*

Cynthia C. Allen
NOTARY PUBLIC

**ATTACHMENT B
TO FY 2021 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: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:

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

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

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

Stormwater Quality Projects Incentive Grant Program



HARTLAND HOMEOWNERS ASSOCIATION, INC.