

GRANT AWARD AGREEMENT

THIS AGREEMENT, made and entered into on the 25th day of October, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **Town Branch Park, Inc. DBA Gatton Park on the Town Branch, 249 East Main Street Suite 201, Lexington, KY 40507** (hereinafter "Grantee"), and **Lexington Center Corporation, 430 West Vine Street, Lexington, KY 40507** (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is developing the property into Gatton Park on the Town Branch; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement repairs to the Government's culvert and the creek bank to maintain stormwater management from the watersheds ("the Project"); and

WHEREAS, the Project will improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, the Government is willing to reimburse Grantee for specific expenses related to the Project; and

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

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

- (1) The Government hereby grants the Grantee the sum of **\$383,000.00** (hereinafter "the Grant"), as reimbursement for certain costs associated with construction of the Project, as provided in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **795 Manchester Street** currently leased by the Grantee and owned by the Property Owner.

- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals 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 LFUCG.
- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Commissioner of the Department of Environmental Quality and Public Works for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds.
 - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and that the activity progress and management program of the Grantee satisfy the terms of the Agreement, the Grantee shall be reimbursed within 30 calendar days.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report summarizing all work completed and detailing the total grant expenditures and a signed *Agreement to Maintain Stormwater Control Facilities funded by LFUCG*. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if deemed acceptable, the Grantee shall be reimbursed within 30 calendar days.

- (e) Should the Government's Grant Manager determine that the Grantee is not in compliance with the terms of this Agreement, the Division of Water Quality shall notify the Grantee 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 (19) herein below.
- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager for any proposed changes to the 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 (19) herein below.
- (8) The Grantee agrees to complete the Project within 18 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (9) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (10) The Grantee understands that the Grant amount 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.
- (11) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (12) The Grantee and Property Owner agree to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" (Attachment B).
- (13) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as

the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

- (14) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (15) The Grantee agrees to reference the Lexington-Fayette Urban County as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (16) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner and Grantee further accept and agree to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (18) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, Property Owner at the time of removal and Grantee shall be joint and severally liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (19) 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, the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement.
- (24) The Grantee and Property Owner understand and agree that the Project funded by this Grant is distinct from the projects funded by previous Stormwater Quality Projects Incentive Grant Program awards received by the Grantee or Property Owner and thus funds received from this Grant shall only be used for the purposes of this Project.



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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Maekemee Jack
Deputy CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **Town Branch Park, Inc.**
249 East Main Street, Suite 201
Lexington, KY 40507

BY: Allison Lankford

NAME: Allison Lankford

TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Allison Lankford, as the duly authorized representative for and on behalf of Town Branch Park, Inc., on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

Holli Sherae Powell Sturm
NOTARY PUBLIC



PROPERTY OWNER: **Lexington Center Corporation**
430 West Vine Street
Lexington, KY 40507

BY: [Signature]
NAME: Brian R Sipe
TITLE: General Manager

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Brian Sipe, as the duly authorized representative for and on behalf of Lexington Center Corporation, on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

[Signature]
NOTARY PUBLIC

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