GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE SANCTUARY LEXINGTON LLC,** 573 N LIMESTONE LEXINGTON, KY 40508 (hereinafter "Grantee"), and **NLWS LLC**, 418 WEST SIXTH STREET, LEXINGTON, KY 40508 (hereinafter "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$211,155.49** (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. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(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): **573 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508 AND 568 HARRY STREET, LEXINGTON, KENTUCKY 40508** currently 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 Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- 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.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits 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;
- Signed *Agreement' to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) 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 Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) 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 or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, 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 (21) herein below.

(8) 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 (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** 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 (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) 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. 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.

(12) 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 and Program Administrator 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 (21) herein below.

(13) The Grantee agrees 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 an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) 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.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) 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.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program 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 further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) 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.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be 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.

(21) 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.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

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

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner 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 Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE SANCTUARY LEXINGTON, LLC**
573 N LIMESTONE
LEXINGTON, KY 40502

BY: Madison Wofford

NAME: Madison Wofford

TITLE: owner,

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Madison Wofford, as the duly authorized representative for and on behalf of The Sanctuary Lexington, LLC, on this the 14th day of January, 2026.

My commission expires: 12-17-2028.

Jackson W. Ingram
NOTARY PUBLIC

JACKSON WARNOCK INGRAM
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95293
My Commission Expires Dec 17, 2028

PROPERTY OWNER: **NLWS LLC**
418 WEST SIXTH STREET
LEXINGTON, KY 40508

BY: Madison Wofford

NAME: Madison Wofford

TITLE: co-owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Madison Wofford, as the duly authorized representative for and on behalf of NLWS LLC, on this the 14th day of January, 2026.

My commission expires: 12-17-2028.

Jackson W. Ingram
NOTARY PUBLIC

JACKSON WARNOCK INGRAM
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95293
My Commission Expires Dec 17, 2028

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Sanctuary Lexington, LLC

GRANT PROGRAM **2026 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The Sanctuary Lexington, LLC
573 N Limestone
Lexington, KY 40508
KY Organization #000676535

Primary Project Contact:
Jody Hranicky
859-338-9773 (phone)
jodyhranicky@gmail.com (email)

Secondary Project Contact:
Maddie Wofford
502-640-8985 (phone)
hello@sanctuarylex.com (email)

Project Site Location(s) & Property Owner(s):
NLWS, LLC
573 N Limestone
Lexington, KY 40508
PVA #14701668

NLWS, LLC
568 Harry Street
Lexington, KY 40508
PVA #14703500

Design Engineering Firm:
Vision Engineering
128 E Reynolds Road
Lexington, KY 40517
859-559-0516 (phone)
Jessica Piercefield
jpiercefield@visionengr.com (email)
Fred Eastridge P.E. (Engineer of Record)
Feastridge@visionengr.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the properties at 573 N Limestone, Lexington, KY 40508, PVA #14701668 and 568 Harry Street, Lexington, KY 40508, both owned by NLWS, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of this project will replace the existing paved and gravel parking area with pervious pavement to provide stormwater quality and quantity control.

Project Elements

1. Removal of impervious areas (approx. 4,225 square feet) and retrofit a portion of the existing pavement/gravel parking areas with permeable pavers (approx. 3,500 square feet).
2. Install approximately 4,400 square feet of tree canopy.

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:

1) 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).

2) 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.

3) All existing utilities shall be located and shown on the design plans.

4) 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.

5) 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
Environmental Services (greenways), Ben Cornett – jcornett@lexingtonky.gov
Environmental Services (trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders – msanders@lexingtonky.gov

6) 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.

7) 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.

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.

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) 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.

4) 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.

5) 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.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) 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.

9) 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) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following 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. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) 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
   - Existing condition photographs

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) If the project is 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.

4) 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 deviations from the engineer's construction cost estimate.

5) **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.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - 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 Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

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

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 during the grant period. After the grant period has ended, the Organization (and/or Property Owner) 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.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
3. Sidewalks must conform to LFUCG Code of Ordinances Chapter 17, Article III requirements and LFUCG Standard Drawings.
4. Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.
5. Since the project involves work in the right of way, Applicant shall obtain a ROW (surety) Bond with LFUCG to ensure contractors follow applicable regulations and guidelines pertaining to the project.
6. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
7. If an underdrain is not proposed, applicant to provide soil infiltration test results in accordance with LFUCG Stormwater Manual Chapter 10.3.3.
8. Encroachment agreements shall be obtained when working within any private utility area.
9. 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.
10. Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
11. An Operations and Maintenance Plan shall be provided at the conclusion of the project.
12. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.3% cost share offered in the application (approximately $64,001.52).

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(s)
Notice to Proceed	February 2026
Kick-off meeting	March 2026
Design and construction planning	April 2026
Construction (demolition/improvements)	May 2026 – June 2026
Landscape/plantings	July 2026 – August 2026
Project Closeout / Final Report to LFUCG	September 2027– November 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Contract Documents & Other (miscellaneous) costs: **$ 50,553.11**
2. Construction items (supplies and materials): **$ 224,603.90**

TOTAL PROJECT COSTS:	**$ 275,157.01**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 211,155.49 (not-to-exceed)
Estimated Cost Share	$ 64,001.52
Est. Total Project Cost	**$ 275,157.01**

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).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Contract Documents								
1	Contract Documents	Consultant	Contract Documents	$ 1,770.00	LS	1	$ -	$ 1,770.00	$ 1,770.00
	Construction								
2	Construction	Contractor	Erosion & Sediment Control Measures (Silt Fence)	$ 7.50	LS	250	$ 438.75	$ 1,436.25	$ 1,875.00
3	Construction (Demolition)	Contractor	Remove Existing Gravel	$ 9.50	SY	470	$ 1,044.81	$ 3,420.19	$ 4,465.00
4	Construction (Demolition)	Contractor	Excavation of Parking Lot Area	$ 32.50	CY	350	$ 2,661.75	$ 8,713.25	$ 11,375.00
5	Construction (Improvements)	Contractor	Concrete Header Curb	$ 45.00	LF	470	$ 4,949.10	$ 16,200.90	$ 21,150.00
6	Construction (Improvements)	Contractor	6" Monolithic Curb and Sidewalk	$ 125.00	SY	59	$ 1,725.75	$ 5,649.25	$ 7,375.00
7	Construction (Improvements)	Contractor	Materials - Pervious Concrete Pavers	$ 9.90	SF	3500	$ 8,108.10	$ 26,541.90	$ 34,650.00
8	Construction (Improvements)	Contractor	Materials - #9 stone	$ 40.00	TN	28	$ 262.08	$ 857.92	$ 1,120.00
9	Construction (Improvements)	Contractor	Materials - #57 stone (4")	$ 2.45	SF	3500	$ 2,006.55	$ 6,568.45	$ 8,575.00
10	Construction (Improvements)	Contractor	Materials - (22.25 CY) DGA	$ 40.00	TN	12	$ 112.32	$ 367.68	$ 480.00
11	Construction (Improvements)	Contractor	Materials - No. 2 Crushed Limestone	$ 35.00	TN	445	$ 3,644.55	$ 11,930.45	$ 15,575.00
12	Construction (Improvements)	Contractor	Remove and Replace 5' Sidewalk	$ 90.00	LF	20	$ 421.20	$ 1,378.80	$ 1,800.00
13	Construction (Improvements)	Contractor	Remove and Replace Concrete Curb abd Gutter	$ 55.00	LF	20	$ 257.40	$ 842.60	$ 1,100.00
14	Construction (Improvements)	Contractor	12"x24" Concrete Cutoff Wall	$ 350.00	CY	5	$ 409.50	$ 1,340.50	$ 1,750.00
15	Construction (Improvements)	Contractor	5" Concrete Pavement	$ 155.00	SY	50	$ 1,813.50	$ 5,936.50	$ 7,750.00
16	Construction (Improvements)	Contractor	12" Neenah Trench Drain R-4999-L2	$ 210.00	LF	103	$ 5,061.42	$ 16,568.58	$ 21,630.00
17	Construction (Improvements)	Contractor	8 oz Non-Woven Filter Fabric	$ 4.50	SY	575	$ 605.48	$ 1,982.02	$ 2,587.50
18	Construction (Improvements)	Contractor	4" Pervious PVC Pipe	$ 28.00	LF	147	$ 963.14	$ 3,152.86	$ 4,116.00
19	Construction (Improvements)	Contractor	Parking Lot Striping	$ 4.00	LF	117	$ 109.51	$ 358.49	$ 468.00
20	Construction (Improvements)	Contractor	HC Symbol Thermoplastic	$ 110.00	EA	1	$ 25.74	$ 84.26	$ 110.00
21	Construction (Improvements)	Contractor	HC Cross Hatching Thermoplastic	$ 300.00	EA	1	$ 70.20	$ 229.80	$ 300.00
22	Construction (Improvements)	Contractor	Cross Walk Thermoplastic	$ 300.00	EA	1	$ 70.20	$ 229.80	$ 300.00
23	Construction (Improvements)	Contractor	HC Ramp & Detectable	$ 1,250.00	LS	1	$ 292.50	$ 957.50	$ 1,250.00
24	Construction (Improvements)	Contractor	Thermoplastic Stop Bar and "STOP"	$ 300.00	LS	1	$ 70.20	$ 229.80	$ 300.00
25	Construction (Improvements)	Contractor	Thermoplastic Direction Arrows	$ 150.00	EA	3	$ 105.30	$ 344.70	$ 450.00
26	Construction (Improvements)	Contractor	HC Sign	$ 250.00	EA	1	$ 58.50	$ 191.50	$ 250.00
27	Construction (Improvements)	Contractor	Seed & Protect	$ 3.00	SY	300	$ 210.60	$ 689.40	$ 900.00
28	Construction (Improvements)	Contractor	Medium Trees 1-3/4"	$ 1,250.00	EA	9	$ 2,632.50	$ 8,617.50	$ 11,250.00
29	Construction	Contractor	Concrete Washout Pit	$ 1,500.00	EA	1	$ 351.00	$ 1,149.00	$ 1,500.00
30	Construction	Contractor	No. 2 Stone Construction Entrance with Fabric	$ 1.40	SF	1400	$ 458.64	$ 1,501.36	$ 1,960.00
	Other (Miscellaneous) Costs								
31	Other (Miscellaneous) Costs	General Contractor (GC)	GC Fees (includes grant management, project coordination, adminstration, etc.)	$ 48,783.11	LS	1	$ 11,415.25	$ 37,367.86	$ 48,783.11
32	Other (Miscellaneous) Costs	Project Manager	Contingency (20%)	$ 58,192.40	LS	1	$ 13,645.98	$ 44,546.42	$ 58,192.40
33				**TOTAL PROJECT BUDGET:**			**$ 64,001.52**	**$ 211,155.49**	**$ 275,157.01**
34							**ORGANIZATION**	**GRANT**	
35			***COST SHARE % =**		**23.26%**	OK	**SHARE**	**SHARE**	
36							**23.3%**	**76.7%**	

FIGURE 1 – MAP OF PROJECT SITES NO. 1 (573 NORTH LIMESTONE) & NO. 2 (568 HARRY STREET)