

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 6th day of October 2022, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC., a Kentucky nonprofit corporation, (“Organization”) with offices located at 710 West High Street, Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the properties located at 3500 Arbor Drive, 520 Toner Street, 913 Georgetown Street, and 710 W. High Street in Lexington, Kentucky (“Property” or “Properties);

WHEREAS, the Organization provides aide to residents of Fayette County who are low-income, underserved, and/or marginalized;

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for operational investment projects and/or capital improvement projects so that it can budget appropriate funds to continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund projects, to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARPA);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on October 15, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - A. Exhibit “A” – Request for Proposal, Risk Management Provisions, and Scope of Project
 - B. Exhibit “B” – Response to Request for Proposal

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", then Exhibit "B", in that order.

3. **SCOPE OF WORK.** Organization shall complete the Scope of Project outlined in the attached Exhibit "A" (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **FOUR HUNDRED FORTY THOUSAND TWENTY TWO DOLLARS (\$440,022)** ("**Funds**") for the completion of all of the Project(s). The total amount of the Funds that the Organizational shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("**Sum**") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	OPERATIONAL/CAPITAL
1) Roofing System Replacement (3500 Arbor Drive)	1) \$293,167	1) Capital
2) SQL Server Upgrades and Power Vault Drives	2) \$65,574	2) Operational
3) Telecommunications Wiring (520 Toner Street, 913 Georgetown Street, 710 W. High Street)	3) \$81,281	3) Operational

The uses of the Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. **CONSTRUCTION TERMS.** The following terms shall apply to any of the Project(s)

above that require construction costs (Project #1).

a. Project to be Completed in Workmanlike Manner.

Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.

b. Permits.

Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

c. Building Regulations.

Organization 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 Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. No Liens.

Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection.

Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising

jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability.

This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

6. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 (“ARPA”). Organization agrees to comply with any requests from LFUCG related to LFUCG’s ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within Exhibits A and B and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor’s bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

7. **TERMINATION.** LFUCG, through the Mayor or the Mayor’s designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

8. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.

9. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

10. **INSURANCE; INDEMNITY.** The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.

11. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
15. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.
17. **INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
18. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
19. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
20. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
21. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may

make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Sharon Price, Executive Director
Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas
Counties
710 West High Street
Lexington, Kentucky 40508
sharon.price@commaction.org

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Jwuorenmaa@lexingtonky.gov

23. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

24. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Marlynnie Sack
Deputy Clerk of the Urban County Council

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON AND NICHOLAS COUNTIES, INC.

BY: *Sharon Price*
Sharon Price, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 6th day of October, 2022, by Sharon Price, Executive Director of Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., a Kentucky nonprofit organization.

My commission expires: 12/27/22
Heather M. Belcher
Notary Public, State-at-Large, Kentucky

00765815.DOCX





Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: September 29, 2022

TO: Denise Beatty, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
Jessica Coffie (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: Planned Absence, October 3-12, 2022

I will be out of the office on October 3-12, 2022 on annual leave.

Jessica Coffie, Head Start Director, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.



Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

EXHIBIT "A"



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/ or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature _____

Date _____

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Firm Submitting Proposal: _____

Complete Address: _____
 Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-

insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Scope of Work

Description: The Nonprofit Capital Project Grants Program is a new initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements.

Agencies with established proven track records of performance that are located in and/or service residents of Lexington-Fayette County are invited to apply for this competitive grant program.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

Please submit all required proposal submittal forms and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. OF June 21, 2022

Proposals received after this deadline or incomplete proposals will not be considered.

For More Information:

Lexington-Fayette Urban County Government
Division of Central Purchasing Todd Slatin, Director
200 E. Main Street
Lexington, KY 40507
Office: (859) 258-3320
E-mail: tslatin@lexingtonky.gov

1.0 GENERAL PROVISIONS

1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to Subrecipients in advance. Reimbursements may occur periodically during the project. Subrecipients shall invoice the Lexington-Fayette Urban County Government, Department of Grants and Special Programs, upon completion of Subrecipient spend for reimbursement.

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

The Subrecipient shall invoice LFUCG upon spend for the reimbursement of actual expenditures incurred. The Subrecipient's invoice must be for eligible expenses.

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative/questionnaire questions constitute an incomplete proposal.

If the Agency is submitting a bundled proposal for the funding of more than one project, please note that they must be included in a single completed Proposal Submittal form. Only one Proposal Submittal per agency will be accepted, per Division of Purchasing regulations. Projects being bundled must have separate Project Budgets submitted as attachments.

Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.

The final decision regarding proposal completeness and penalties will be determined by the Commissioner of Social Services.

1.3 Acceptance/Rejection of Applications

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

Inquiries/Questions

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is JUNE 3, 2022 at 2:00 PM EST

1.4 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

1.5 Timeline

This Request for Proposals is being released on Monday, May 16, 2022, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Wednesday, June 1, 2022 at 2 PM EST**

[Click here to Join Technical Q&A Zoom Meeting](#)

Webinar ID: 852 2355 9169

Passcode: 435922

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals are due no later than 2 p.m. on Tuesday, June 21, 2022. Late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than August 15, 2022. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

1.6 Evaluation

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

The highest scoring proposals as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement.

1.8 Reporting

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

The funded projects will be required to submit regular financial and progress reports. Failure to submit complete reports on time will delay processing of invoices submitted for grant reimbursements and affect the grantee's competitiveness for any future funding opportunities with LFUCG. This includes, but is not limited to, timesheets for staff; bids, quotes, invoices and receipts for purchases; copies of any contracts for services; and additional information as required by LFUCG for compliance with federal regulations.

All payments are based on submitted invoices for reimbursements, no payments shall be made in advance.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at <https://lexingtonky.ionwave.net/Login.aspx>. Adherence to the proposal format by all proposers will ensure a fair evaluation. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments

- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
 - Double spaced
 - Single sided
 - Arial 12-point font with 1-inch margins
 - Sections clearly marked
 - Page numbers in bottom right corner of complete submission

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org)
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

Section 2: Demonstrated Need

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

Section 4: Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2024

Section 5: Cost Analysis – and attachments

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Attach item Budgets for each Grant Project requested and the Agency Budget

3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

Who is Eligible?

Community nonprofit partners with established proven track records of performance are invited to apply for this competitive grant program for capital projects.

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- **All funds awarded must be spent by grantees before April 30, 2024.**

Eligible Cost Activities (*including, but not limited to*):

Facility Improvements

- | | |
|------------------------------|--|
| A. Systems | <i>Mechanical, Electrical and Plumbing</i> |
| B. Exterior | <i>Roofing, Windows, Gutters, Masonry, Siding</i> |
| C. Interior | <i>Flooring, Walls, Ceilings, Lighting</i> |
| D. Property Site | <i>Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage</i> |
| E. Environmental Remediation | <i>Asbestos, Lead Paint, Air Quality</i> |

Operational Investments

- F. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- G. Fleet and Mobile Service Units
- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

Grant Award Allocation

Funding Pool*	Facility Improvements	Operational Investments
	\$4,000,000	\$2,000,000
Minimum Request per agency**	\$100,000**	\$50,000**
Maximum Request per agency	\$500,000	\$250,000

**Agencies may apply for either Facility Improvements or Operational Investments or both.*

***Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).*

4.0 EVALUATION & CRITERIA

Factor	Points
4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents	20
4.2 Demonstrated Need	20
4.3 Applicant Capacity for Project and Meeting ARPA Requirements	20
4.4 Operational Feasibility	20
4.5 Cost Analysis	20
Total Points	100

4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents

Please provide a brief description of your agency’s mission and objectives. Applying agencies must meet the criteria below:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. Applying organization agrees to comply with all applicable local, state, and federal laws

4.2 Demonstrated Need

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

4.3 Applicant Capacity for Project and Meeting ARPA Requirements

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

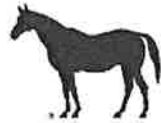
4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022

Community Action Council

**Community Action Council for Lexington-
Fayette, Bourbon, Harrison and Nicholas
Counties, Inc.**

Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Community Action Council Information

Address: 710 West High Street
Lexington, KY 40508
Phone: (859) 233-4600
Web Address: www.commaction.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Cara Howell

Signature

Submitted at 6/21/2022 01:40:41 PM (ET)

cara.howell@commaction.org

Email

Response Attachments

NCGP_CAC_2022-Attachments.pdf

Attachments for Community Action Council's response for the Nonprofit Capital Grant Program.

CAC_NCGP2022-FINAL.pdf

Community Action Council's narrative response for the Nonprofit Capital Grant Program.



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Cc

Mailing Address: PO Box 11610, Lexington, KY 40576

Street Address: 710 W High Street, Lexington, KY 40508

Phone: (859) 233 - 4600

Is your Agency registered with the IRS as a 501(c)(3) organization? Yes No
*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org? Yes No
*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):

Sharon Price, Executive Director, 859-233-4600, sharon.price@commaction.org

Person Completing Application (Name, Title, Phone, Email):

Cara Howell, Planning & Projects Manager, 859-233-4600, cara.howell@commaction.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Roofing System Replacement (710 W High St, 520 Toner St., 3500 Arbor Dr.)</u>	Request \$ <u>293,167</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>HVAC System Replacement (710 W. High St.)</u>	Request \$ <u>178,095</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>Exterior Lighting (520 Toner Street)</u>	Request \$ <u>5,594</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>Security Access Control System (913 Georgetown St., 710 W. High St.)</u>	Request \$ <u>22053</u>
<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project
Project: <u>SQL Server Upgrades & Power Vault Drives</u>	Request \$ <u>65,574</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project

Total Funding Amount Requested: \$ Please see next page

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas C

Mailing Address: PO Box 11610, Lexington, KY 40576

Street Address: 710 W High Street, Lexington, KY 40508

Phone: (859) 233 - 4600

Is your Agency registered with the IRS as a 501(c)(3) organization? Yes No
*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org? Yes No
*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Sharon Price, Executive Director, 859-233-4600, sharon.price@commaction.org

Person Completing Application (Name, Title, Phone, Email):
Cara Howell, Planning & Projects Manager, 859-233-4600, cara.howell@commaction.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: <u>Telecommunications Wiring (520 Toner, 913 Georgetown, 710 W. High)</u>	Request \$	<u>81,281</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	
Project: <u>CDL Training Vehicle</u>	Request \$	<u>103,039</u>
<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	
Project: _____	Request \$	_____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	
Project: _____	Request \$	_____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	
Project: _____	Request \$	_____
<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	

Total Funding Amount Requested: \$ 747,803

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Location/Documentation		Attachment	Page
Kentucky Secretary of State Status		1	1
GuideStar Profile		2	2
710 W High Street (Administrative Services Building)	Site Control Documentation	3	9
520 Toner Street (Russell School Community Services Center/Prep Academy at Russell School)	Site Control Documentation	4	42
913 Georgetown Street (West End Center)	Site Control Documentation	5	52
3500 Arbor Drive (Prep Academy at South Lexington)	Site Control Documentation	6	58
3712 Arbor Drive (Southeast Lexington Center)	Site Control Documentation	7	67
710 W High Street	Roofing System Replacement Project	8	71
520 Toner Street	Roofing System Replacement Project	9	82
3500 Arbor Drive	Roofing System Replacement Project	10	96
710 W High Street	HVAC Equipment Purchase	11	112
710 W High Street	Server Room HVAC System Replacement Project	12	141
520 Toner Street	Exterior Lighting Project	13	142
913 Georgetown Street	Access Security Control Project	14	143
710 W High Street	Server Room Access Security Control Project	15	148
710 W High Street	SQL Server Upgrades	16	154
3500 Arbor Drive	PowerVault Hard Drive Purchases	17	159
520 Toner Street	Telecommunications Wiring	18	160
913 Georgetown Street	Telecommunications Wiring	19	162
710 W High Street	Telecommunications Wiring	20	164
3712 Arbor Drive	Telecommunications Wiring	21	166
913 Georgetown Street	CDL Training Program Vehicle Purchase	22	168
Line of Credit Documentation		23	171
710 W High Street	Roofing System Replacement Project Budget	24	172
520 Toner Street	Roofing System Replacement Project Budget	25	173
3500 Arbor Drive	Roofing System Replacement Project Budget	26	174
710 W High Street	HVAC Equipment Purchase Budget	27	175
710 W High Street	Server Room HVAC System Replacement Project Budget	28	176
520 Toner Street	Exterior Lighting Project Budget	29	177
913 Georgetown Street	Access Security Control Project Budget	30	178
710 W High Street	Server Room Access Security Control Project Budget	31	179
710 W High Street	SQL Server Upgrades Budget	32	180
3500 Arbor Drive	PowerVault Hard Drive Purchases Budget	33	181
520 Toner Street	Telecommunications Wiring Budget	34	182
913 Georgetown Street	Telecommunications Wiring Budget	35	183
710 W High Street	Telecommunications Wiring Budget	36	184
3712 Arbor Court	Telecommunications Wiring Budget	37	185
913 Georgetown Street	CDL Training Program Vehicle Purchase Budget	38	186
Total NCGP Budget		39	187
Agency Budget		40	188

Community Action Council – Nonprofit Capital Grant Program

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low Income, Underserved, or Marginalized Lexington-Fayette County Residents.

Community Action Council (the Council) is a private, nonprofit organization created in 1965 in response to the War on Poverty. As its mission states: “Community Action Council prevents, reduces and eliminates poverty among individuals, families, and communities through direct services and advocacy.” The Council currently operates more than 30 initiatives that address the needs of tens of thousands of Lexington-Fayette County residents and households in Bourbon, Harrison and Nicholas Counties every year that are underserved, marginalized, or have household incomes below the federal poverty level. These programs and services primarily focus on housing and homelessness, child and family development, economic/workforce development, safety net (emergency) services, and volunteerism. All the Council’s programs and services operate with a focus on diversity and equity, including the provision of services for members of the community with limited English proficiency.

Currently, the Council is a recipient of 44 federal, state, and local grant awards managed through 86 different budgets. It is exceptionally well-versed in complying with all federal, state, and local reporting requirements and has consistently operated at the highest levels of financial accountability. Last year’s annual fiscal year budget was \$56,719,554, with in-kind contributions (excluded from GAAP) of \$4,986,467. Since the passage of the Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020 and the American Rescue Plan Act (ARPA) of 2021, the Council has received more than \$36,000,000 in COVID-19 relief and recovery funding. This funding has provided emergency rental assistance for more than 3,300 Lexington households facing eviction due to the financial impact of the pandemic, operated multiple emergency non-

Community Action Council – Nonprofit Capital Grant Program

congregate shelters for the city of Lexington, supported street outreach, expanded access to utility assistance to thousands of Lexington households, and supported children and families enrolled in Head Start.

Affirmation: The Council makes the following affirmations regarding any potential funding allocated through the Nonprofit Capital Grant (NCG) Program:

1. Funds distributed will be used only for facilities located in and/or residents of Fayette County.
2. The Council is in good standing with the Kentucky Secretary of State (see Attachment File, Attachment 1, Page 1).
3. The Council has a current and complete Gold Seal of Transparency portrait on GuideStar.org (see Attachment File, Attachment 2, Page 2).
4. No NCG funds will be used to teach, advance, advocate or promote any religion.
5. The Council agrees to comply with all applicable local, state, and federal laws.

The Council has four neighborhood-level Community Service Centers, one Administrative Services center located within Lexington-Fayette County, and six direct-managed child development centers referred to as Prep Academies. The Council is seeking funding through the NCGP to invest in critical facility repairs and operational investments at five of these locations owned by the Council, including:

Facility Name	Address	Attachment	Page
Administrative Services Building	710 West High Street	3	9
Russell School Community Services Center/ The Prep Academy at Russell School	520 Toner Street	4	42
West End Center	913 Georgetown Street	5	52
The Prep Academy of South Lexington	3500 Arbor Drive	6	58
Southeast Lexington Center	3712 Arbor Court	7	67

Community Action Council – Nonprofit Capital Grant Program

Facilities improvements outlined in this application include HVAC system replacement, roofing system replacement, and security system upgrades to support the provision of services. Items under the Operational Investment category include IT Infrastructure needs (hardware, wiring and installation) and the purchase of a new training vehicle for Commercial Driver's License (CDL) Class B instruction in Lexington-Fayette County. Please see the Attachments File, beginning on page 71, for cost proposals/estimates for the proposed projects. The coordinating budgets for each project can be found beginning on page 172.

Section 2: Demonstrated Need

2.a. Facilities Improvements

The Council is requesting funding to support eight Facilities Improvement projects for a total of **\$498,910**, inclusive of a 12 percent cost adjustment for potential price increases due to current market conditions, rising inflation and supply chain lead times.

Information regarding how these projects will enhance the Council's ability to meet its mission and objectives is detailed for each facility location and project type as identified below.

Roofing Systems: The roofing systems at three agency buildings require replacement or repair due to the age of the materials and structures.

- (1) The Council's **Administrative Services** building, originally constructed in 1963 and located at **710 W. High Street**, houses most of the Council's administrative staff and is the central location for programmatic oversight. The Council is requesting funding to replace the existing roofing system at this location with a Commercial Ethylene Propylene Diene Monomer (EPDM) rubber roof. The roof

Community Action Council – Nonprofit Capital Grant Program

at this facility has not been replaced during the Council's ownership; multiple active leaks exist, notably in the Executive Director's office and Fiscal department. These leaks have been managed through ongoing yet costly repairs and maintenance. The replacement of this roofing system is estimated at \$71,706, plus a 12 percent cost adjustment of \$8,605 for a total cost of **\$80,311**.

(Please see attachments 8, page 71)

(2) **The Russell School Community Services Center**, located at **520 Toner Street** in Lexington, provides direct services and supports, including safety net services, fatherhood initiatives and financial literacy programming. This site is also the location of the Council's Prep Academy at Russell School, providing Head Start and Early Head Start services for more than 70 young children, ages six weeks to five years, and their families. The roofing system at this facility is similar in construction to the flat roofing system at the Administrative Services building. To date, the Council has managed this facility's persistent leaks and clogged drains through regular maintenance and necessary repairs. Replacing this roofing system is estimated at \$117,250 plus a 12 percent cost adjustment of \$14,070 for a total cost of **\$131,320**. (Please see attachment 9, page 82)

(3) **The Prep Academy at South Lexington**, located at **3500 Arbor Drive**, is the Council's newest Head Start location in Fayette County. Close to 200 children from families with low income receive high-quality early childhood education at this location, which also houses the Council's multimedia studio. The studio has proven to be an invaluable resource since the start of the pandemic, allowing the Council to pivot and provide virtual programming for its Head Start students, a

Community Action Council – Nonprofit Capital Grant Program

way for Foster Grandparents to continue to engage with their young students while protecting their health, and to produce its podcast, LexTalk, More Action, and other broadcast series, like Healthy Meals on a Budget. Like the previously mentioned facilities, the roof at this facility has required enhanced maintenance and service calls due to its age and condition. Seals are beginning to fail, seams are exposed, and the roof retains water in multiple places, leading to potential leaks, which could endanger the health and safety of the children and create substantial damage to the Council's media studio. Replacement costs for a new roofing system are estimated at \$72,800, plus a 12 percent cost adjustment of \$8,736 for a total cost of **\$81,536**. (Please see attachment 10, page 96)

As with all the Council's programs, it is incumbent upon the agency that we safeguard the welfare of our program participants and be good stewards of our financial resources. Funding to support replacing the roofing system at these three locations will allow the Council to invest its available resources in services rather than continue to make costly short-term repairs.

~~HVAC Systems~~: ~~The Council is seeking funding to offset the costs of replacing the HVAC systems at its Administrative Services building.~~

~~(1) The 710 W High Street commercial HVAC system has exceeded its recommended useful life. Over the last several years, this system has required an increasing number of emergency service and maintenance calls to the Council's designated HVAC vendor. Additionally, due to its age and condition, the system is not comparable to newer HVAC systems in terms of energy efficiency, resulting in excessively high utility bills at this location. As discussed,~~

Community Action Council – Nonprofit Capital Grant Program

~~the High Street location houses the Council's executive and administrative personnel and their respective staff. A properly climate-controlled working environment is conducive to providing a safe, comfortable, and productive workplace. Although the Council has requested firm pricing for a complete equipment replacement and installation, as of this writing, the Council has only received a cost estimate of \$141,416, plus a 12 percent cost adjustment of \$16,970 for a total cost of **\$158,386** for the equipment. The equipment to be replaced at this location will include two commercial grade 27 ½ ton rooftop units with natural gas heat and 28 Variable Air Volume Single Duct terminals with inlet sizes ranging from 8 to 16 inches. Additional costs for installation, estimated during informal conversations with energy performance professionals specializing in HVAC system controls, are projected to be between \$150,000-\$200,000. The Council will utilize its current line of credit (Attachment 23, page 171) with Central Bank or identify other available internal resources for installation costs. (Please see attachment 11, page 112)~~

- (2) ~~The Council is also seeking to replace its existing HVAC system that provides heating and air to the **Information Technology server room** located within the **710 West High Street** building. Due to the sensitive nature of the equipment, the Council is seeking funding to install a dedicated 1-ton mini-split unit. The estimated cost for this unit, including demolition and removal of existing ductwork and equipment, is \$15,812, plus \$2,000 for necessary electrical work and a 12 percent cost adjustment of \$1,897 for a total cost of **\$19,709**. (Please see attachment 12, page 141)~~

Community Action Council – Nonprofit Capital Grant Program

Exterior Lighting: The Council is requesting \$4,995, plus a 12 percent cost adjustment of \$600 for a total cost of ~~\$5,595~~ to upgrade the exterior lighting at the ~~Russell School Community Services Center~~. The current lighting is not up to modern energy efficiency standards and is significantly dimmer than new LED technologies. As a result, the utility costs arising from the continued use of these fixtures are prohibitive. As a Head Start facility, security is of the utmost importance. Several years ago, the Council's Head Start playground equipment was the site of arson, resulting in property damage to the Council's outdoor learning environment. New, more efficient LED lighting will reduce utility costs and provide lighting that increases visibility and makes for safer environments for children, adults, and community members. (Please see attachment 13, page 142)

Security Enhancements: The Council is seeking funding to install security enhancements at its Administrative Services building and 913 Georgetown Street.

(1) The Council is seeking funding of \$16,325, plus a 12 percent cost adjustment of \$1,959 for a total cost of ~~\$18,284~~ to install an access control system at its ~~913 Georgetown Street~~ facility. A video intercom with remote unlocking capability would be included as part of the secure entry system. The Council operates several programs and provides office space for its Head Start staff at this facility; therefore, security is of the utmost importance. Besides the tangible benefits of an access control system, the peace of mind it brings for program participants and staff are beyond measure. (Please see attachment 14, page 143)

(2) The Council is requesting funding of \$3,365, plus a 12 percent cost adjustment of \$404 for a total cost of ~~\$3,769~~ to install access control in the Council's

Community Action Council – Nonprofit Capital Grant Program

~~Information Technology server room, located within 710 West High Street.~~

~~The secure storage of data is of primary importance. Banking information, social security numbers, and other sensitive personal information about employees and protected, confidential participant information are stored on these servers. These servers also house proprietary information relevant to the agency's operations, as well as its financials. The sensitive nature of the data stored at this location necessitates enhanced security protocols. Secure access control limited to only necessary and approved personnel will ensure that this information remains protected and secure. Protecting sensitive information validates the community's trust and goodwill in the Council, fostering confidence that the agency values their privacy and increasing operational efficiency. (Please see attachment 15, page 148)~~

2.b. Operational Investments

The Council is requesting funding to support seven Operational Investment projects for a total of **\$249,893**, inclusive of a 12 percent cost adjustment for potential price increases due to rising inflation. Information regarding how these projects will enhance the Council's ability to meet its mission and objectives is detailed for each facility location and project type as identified below.

Information Technology Hardware: The agency's seven-year-old Structured Query Language (SQL) server has aged out of available services and product updates. An outdated server prevents the agency from receiving critical updates that keep the system running smoothly and effectively. The Council requests \$41,617, plus a 12 percent cost adjustment of \$4,994 for a total cost of **\$46,611** to upgrade SQL server

Community Action Council – Nonprofit Capital Grant Program

equipment and hardware with appropriate licensing. The SQL server stores the accounting for the agency's housing programs and childcare billing. Those in the community facing homelessness and families with small children rely on agency staff to provide them with the services they need, and agency staff rely on the SQL server to track the funding and expenditures that keep programs moving forward. (Please see attachment 16, page 154)

(2) The Council is requesting funding of \$16,931, plus a 12 percent cost adjustment of \$2,032 for a total cost of **\$18,963** to purchase additional storage drives for its Dell PowerVault system to support the Council's multimedia studio, located within the **Prep Academy** at the South Lexington location at **3500 Arbor Drive**. Major aspects of the agency's work to alleviate the effects of poverty are education, advocacy, community awareness, and strong partnerships with other community partners who provide social services. In part, these goals are made possible through the work of the agency's multimedia studio. The studio hosts the Lex Talk, More Action podcast, which discusses critical community issues such as food insecurity, youth violence, and gentrification. During the pandemic, Head Start students took virtual lessons from their teachers and were read stories by their Foster Grandparents via the Council's YouTube channel. The data storage available for use at the studio is extremely limited. Adding storage drives to the Dell PowerVault system will significantly increase the agency's capacity to produce and store valuable content about issues that affect the community at large. (Please see attachment 17, page 159)

Telecommunications Infrastructure: The *telecommunications wiring* at four agency buildings is outdated. These buildings include (1) **Russell School Community**

Community Action Council – Nonprofit Capital Grant Program

Services Center/the Prep Academy at Russell School, located at **520 Toner Street** (\$7,179, plus a 12 percent cost adjustment of \$861 for a total cost of **\$8,041**); (2) **West End Community Services**, located at **913 Georgetown Street** (\$17,839, plus a 12 percent cost adjustment of \$2,141 for a total cost of **\$19,979**); (3) **Administrative Services Center**, located at **710 West High Street** (\$39,675, plus a 12 percent cost adjustment of \$4,761 for a total cost of **\$44,436**); (4) **Southeast Lexington Center** (\$7,879, plus a 12 percent cost adjustment of \$946 for a total cost of **\$8,825**). The systems at these four locations are not up to current telecommunications standards and are out of warranty. Replacing the current wiring system with an up-to-date system will ensure that the agency can handle the volume of calls it receives. Call traffic increased significantly because of the enhanced services provided during and in the wake of the pandemic. As awareness of the agency and its services has grown, so has the need for proper telecommunications support systems. Updating the telecommunications wiring ensures that the agency can continue to conduct business in the most effective way possible. (Please see attachments 18-21, pages 160-167)

~~**Equipment:** The Council intends to purchase either a flatbed or box truck to support the expansion of its Commercial Driver's License (CDL) program in Lexington. CDL training is a part of the Council's Education and Childcare Opportunities (EGGO) program, which prepares candidates to acquire either a Child Development Associate credential or receive a Class B commercial driver's license with Passenger (P) and School Bus (S) endorsements. A component of the CDL training is vehicle experience, which candidates gain using a bus provided by the Council; however, not all potential participants of the CDL program are eligible for, or prefer, employment in the public~~

Community Action Council – Nonprofit Capital Grant Program

~~transit sector, and there is a high demand for drivers across multiple fields that do not require the P or S endorsements. The acquisition of a vehicle that has Class B licensing specifications would allow candidates to gain driving experience that is more relevant to areas of employment outside of the public transit sector, such as LFUGG's public works department, construction, waste management, and landscaping. To align with CDL Class B licensing requirements, a truck that can be used for the vehicle experience component must have a parking brake and a dual airbrake system and have a gross vehicle weight rating of 26,001 lbs. or more. The Council will seek a newer model year vehicle to maximize the number of years that the vehicle can be used for the CDL training. The Council anticipates the cost for such a vehicle will be \$91,999, plus a 12 percent cost adjustment of \$11,040 for a total cost of \$103,039. (Please see attachment 22, page 168). With the inclusion of a flatbed or box truck as part of its training curriculum, the Council envisions as many as 35 unemployed or underemployed Lexingtonians a year will receive a CDL certification.~~

Section 3 (4.3): Applicant Capacity for Project and Meeting ARPA Requirements

Staff Credentials and Experience: Nearly six decades of working for and within local communities has allowed the Council to establish a network of deep and reliable partnerships in Fayette County. These collaborations have grown as the organization has expanded to meet the ever-changing needs of the community—the Council now has over 400 staff and regularly employs outside contractors through reliable local firms, as is proposed for these capital projects. Coordinating an organization of this size and its partnerships requires a cohesive and competent Board of Directors and leadership team, and much of the Council's leadership, including its executive director, came up

Community Action Council – Nonprofit Capital Grant Program

through the ranks of Community Action over many years of service. All staff in management positions are required to become Certified Community Action Professionals within five years, a credential that recognizes individuals who have “demonstrated knowledge and application of the core competencies required to effectively carry out the vision, mission, purpose, and values of the Community Action movement.” Short biographies for the individuals holding leadership positions relevant to this proposal are listed below, outlining their experience and credentials.

Sharon Price, Executive Director	Sharon works alongside the Council's Senior Leadership Team and partner agencies across the Commonwealth to empower people with low income. With nearly 30 years of experience in working on behalf of children, families and her local community, Sharon believes that her role as the ED is about serving others and doing all that she can to help make a difference in the lives of the children and families in our programs. Over the last year, she has expertly led a staff of more than 400 to develop a comprehensive community response to the economic crisis resulting from the global pandemic while also facing head-on the fight for racial justice, equality, and equity. Sharon holds a Master of Science in Early Childhood Studies from Walden University. Sharon is a Certified Community Action Professional.
Neil Bedwell, Chief Financial Officer	Neil is responsible for all the agency's financial functions. With over 22 years of experience in the private, public, and nonprofit sectors, Neil Bedwell brings the Council his expertise on the fiscal management of federal, state, and local grants. Neil holds an MBA from the University of the Cumberlands and a bachelor's degree in Accounting from the University of Kentucky.
Celeste Presley	Celeste began with the Council in 2019 as a Budgeting and Purchasing Specialist, eventually moving into the Head Start Projects Manager position before settling into her current position as a Budget Manager. Her experience includes managing multi-million-dollar

Community Action Council – Nonprofit Capital Grant Program

	budgets, project and property management and compliance, and bids and proposals coordination. Celeste has a Bachelor of Science in English from Campbellsville University.
David Falconbury, Director of Information Technology	David has worked for the Council since 1993, earning several information and technology positions before being appointed Director of Information Technology (IT) in March 2022. David earned his bachelor's degree in Computer Science from Eastern Kentucky University and has been a Community Action Professional since 2015. Under David's leadership, the IT department maintains the agency's technological equipment and systems. David is a Certified Community Action Professional.
Avery Mullins, IT Network Administrator	Avery became a full-time employee with the Council in 2013, previously working for the agency as an IT sub-contractor between 2010 and 2012. He worked as a network engineer for several high-profile companies, including Cannon, Sharp, and Panasonic. Avery holds an associate degree in computer electronics and lifetime certifications in PC technology, network engineering, and network security from CompTIA.
John Catron, Director of Property Development & Transportation	John joined the Council in 2019 after 12 years with Kentucky River Foothills Development Council Inc. John has worked in Human Resources, Accounting, Risk Management, Facilities and Transportation and was named the Director of Property Development and Transportation in February 2022. He is a graduate of Eastern Kentucky and Campbellsville Universities, where he earned a Bachelor of Business Administration and a Master of Business Administration. His team ensures that all Council buildings and vehicles are safe and meet all statutory, regulatory policy and procedural requirements. John is a Certified Community Action Professional.
Jose Diaz Peña, Facilities Coordinator	Jose began working with the Council in 2022. He has more than 15 years' experience in the mechanical, hardware, electronics, and facilities industries, including technological development research and

Community Action Council – Nonprofit Capital Grant Program

	communications. He has worked in facilities for Fayette County Public Schools as a heavy equipment technician and in the private sector in automation technology. Jose has a Bachelor of Science in Mechanical Engineering and holds a Master of Science and Electromechanical Engineering from Azerbaijan State Academy.
Cara Howell, Planning and Projects Manager	Cara Howell began working in the Council’s Office of Sustainability in 2013 and has over nine years of grant management experience. As the Planning and Projects Manager, Cara contributes to and quality-checks all grant proposals that the Council submits, manages a team of Community Development Specialists, and ensures that the individuals carrying out each program have knowledge of the requirements and conditions of the grant award. Cara holds a Master of Arts degree in Social Responsibility and Sustainable Communities from Western Kentucky University. Cara is a Certified Community Action Professional.

Prior Agency Experience with Capital Projects

The Council has decades of experience completing large-scale capital projects, and the frequency and scale of these projects have increased commensurate with the organization’s growth. Recent examples include renovations of the Council’s Head Start Prep Academies during fiscal years 2020 and 2021 and the acquisition of land to build new Head Start facilities. In Madison County, the Council renovated a former collision repair center to create a permanent and spacious location for its local Prep Academy in 2021. Likewise, renovations were completed at the Council’s Winburn Prep Academy in April of 2020, resulting in the creation of three new classroom spaces for the Migrant and Seasonal Head Start Program, while renovations at the South Lexington Prep Academy included the completion of the Council’s state-of-the-art Media Studio in 2020. As of this writing, the Council has been approved by the Office of Head Start to

Community Action Council – Nonprofit Capital Grant Program

construct a new Prep Academy in the William Wells Brown district of Lexington. The Council has utilized approximately \$3,486,793 of funding towards capital projects within the last two fiscal years. In the coming days, the Council anticipates final approval of a \$4 million grant and contract from LFUCG to, in part, purchase scatter-site transitional housing units in Fayette County, some of which may require repairs and renovations, and all of which will eventually become part of the community's permanent housing inventory.

Fiscal Capacity and Organizational Infrastructure

As mentioned previously, the Council employs more than 400 staff and has a grant annual operating budget of nearly \$74 million (see attachment 39, page 187). Funding is derived from federal, state, and local government grants along with individual, foundation, and corporate contributions. The Council is well-versed in all aspects of program governance and fiscal accountability. The Council's Office of Fiscal Operations has demonstrated capacity for receiving, managing, and implementing multiple funding streams. The Council is subject to the Single Agency Audit Act and is audited annually. The independent auditor's published opinion was that the Council was in compliance in all material aspects with the Uniform Guidance 2 CFR Part 200 requirements and those applicable to each of the Council's major programs for its most recent audit. The Council responds to any audit questions or disallowances by referring to its source documentation and procedures for proof of appropriateness and reasonableness of activities and expenditures.

The Council's financial management operations are divided into four phases: planning and budget preparation; record-keeping; reporting and follow-up; and independent

Community Action Council – Nonprofit Capital Grant Program

audit. Planning and budget preparation follow a comprehensive agency-wide needs assessment and includes the initial budget analysis performed for any grant application, the application of object codes based upon the agency's chart of accounts, the establishment of budget line-items, and the application of the regulations governing fiscal management. The Council's Financial Policy and Procedures Manual was written to align with and reflect the parameters of 2 CFR Part 200 as composed by the federal Office of Management and Budget, which, in part, details cost allowability and recognition of federal funds and procurement. All procurement transactions are conducted in such a way as to provide full and open competition consistent with 2 CFR 200.319 standards.

ARPA Requirements Compliance

The Council currently operates \$31,819,246 from all ARPA funding sources. As such, is familiar with the requirements for compliance and is committed to meeting all stated conditions as detailed in the *Certification of Compliance for American Rescue Plan Expenditures*. To ensure management and compliance with ARPA requirements and the inclusion of all required elements, the Council intends to draft all contracts in consultation with its attorneys.

Section 4 (4.4): Operational Feasibility

Project Timelines

The Council's Information Technology, Facilities, and Fiscal Departments have decades of experience overseeing projects of all sizes and scopes, including multiple capital building projects, and were consulted on each project's need, timeline, and scope. The

Community Action Council – Nonprofit Capital Grant Program

following timelines are conservative estimates considering uncertain contractor availability, global supply chain delays, and seasonal constraints. The timelines assume a funding announcement date of August 15, 2022, and subsequent executed contract, as stated in the provided Scope of Work, and completion dates will be adjusted in line with any delays to the award schedule.

Location		Project	Expected project duration	Estimated Completion
Facility Improvements	710	Roofing	The Facilities Director projects a 60-day bid process from date of executed award. The project will likely take 14-28 days for completion and will be scheduled to coincide with the HVAC system replacement. Given current supply chain issues, material lead times, and contractor availability, the Council anticipates that this project will begin in Spring 2023.	June 2023
	Russell	Roofing	The Facilities Director projects a 60-day bid process from date of executed award. The projects will each likely take 14-28 days for completion. Given current supply chain issues, material lead times, and contractor availability, the Council anticipates that these projects will take place in Spring 2023.	April 2023
	South	Roofing		April 2023
	913	Security Access System Installation	Based on prior experience with the contractor Sonitrol, the Facilities Director estimates a four-month lead time from date of executed contract to the time installation can begin. The project will likely take 10-21 days for completion. Given the expected delays, the Council anticipates this project will take place in Fall 2022.	December 2022
	710	HVAC	The Facilities Director projects a 60-day bid process from date of executed award. The project will be relatively disruptive to on-site operations and will require strategic scheduling to limit disruptions. To further reduce these disruptions, the Council intends to schedule this work to coincide with the roofing system replacement. The Council anticipates the project will take up to 30 days for full project completion, including removal and demolition of the existing system, equipment installation and controls system development. Given current supply chain issues, material lead times, and contractor availability, the Council anticipates that this project will begin in Spring 2023.	June 2023

Community Action Council – Nonprofit Capital Grant Program

	710	Server Room HVAC Replacement	The Facilities Director anticipates that this project will be relatively disruptive and require coordination for building closure. Given current supply chain issues, material lead times, and contractor availability, the Council anticipates that this project will begin in Spring 2023.	May 2023
	Russell	Exterior Lights	The Facilities Director estimates this to be a relatively quick project that should be easily completed by the end of 2022.	December 2022
	710	Server Room Security Access System Installation	Based on estimates from the Council's IT Director and considering supply chain delays, it will take 4-5 months from the time of award to complete this installation. Extra time has been budgeted for the eventuality of unexpected delays.	July 2023
Operational Investments	710	SQL Server Replacement	Based upon estimates from the Council's IT Director and considering supply chain delays and the need to update specialty equipment, this project will be completed in a minimum of a month and a half from the time of award.	July 2023
	Russell	Telecomm Wiring	Based on estimates from the Council's IT Director, this will take 2-3 weeks due to the limited time the contractors can work in order not to disrupt operations.	July 2023
	913	Telecomm Wiring	Based on estimates from the Council's IT Director, this will take 2-3 weeks due to the limited time the contractors can work in order not to disrupt operations.	July 2023
	710	Telecomm Wiring	Based on estimates from the Council's IT Director, this will take 2-3 weeks due to the limited time the contractors can work in order not to disrupt operations.	July 2023
	SEL	Telecomm Wiring	Based on estimates from the Council's IT Director, this will take 2-3 weeks due to the limited time the contractors can work in order not to disrupt operations.	July 2023
	South	Drives for PowerVault	Based on estimates from the Council's IT Director and considering workforce shortages among some contracting firms and supply chain disruptions, it will take 4-5 months from the time of award to complete this installation.	April 2023
	All	CDL Vehicle Purchase	Global supply chain issues make the procurement date for a CDL vehicle uncertain. The process will likely take upwards of a year or longer based on estimates from the Council's Facilities Director.	March 2024

Project Staffing Plan

Community Action Council – Nonprofit Capital Grant Program

The Council intends to subcontract for all proposed activities. The Council's Facilities and IT Directors, like all members of the Council's senior leadership team, follows its own Financial Policies and Procedures Manual. The Council maintains a list of potential contracting organizations relevant to each proposed project and prioritizes contracting with minority and women-owned businesses during the procurement process. The Council has long-standing relationships with many contracting firms in its service area and is confident in its ability to source adequate staffing for each project through its established procurement process.

Additional Support Strategy

The Council continuously pursues opportunities for capital project funding; however, this funding is often scarce. Should this award not be received in full, the Council would need to take out a loan to complete some larger projects, such as HVAC replacement at the administrative building. Smaller projects may be funded through internal resources, depending on the project's location, potential funding source, and the primary services offered at each location. However, any use of existing streams would divert from service provision.

Section 5 (4.5): Cost Analysis and Attachments

Budget Narrative

The following is a brief narrative description and breakdown of each budget category of the Facility Improvements and Operational Investments during the project period. All quotes were obtained from reliable sources within the last 30 days and should not deviate from standard costs within the Lexington-Fayette County area.

Community Action Council – Nonprofit Capital Grant Program

TOTAL FUNDING REQUESTED: \$748,803

Facility Improvements – Budget \$498,910

Included in the Facility Improvements request are equipment over \$5,000 each, contract expenses, miscellaneous facilities expenses and miscellaneous expenses.

Equipment – Budget \$418,984. Includes equipment costs for *roofing system replacements* at (1) 710 West High Street at the cost of **\$71,706**, (2) **\$117,250** at 520 Toner Street, and at 3500 Arbor Drive at the cost of **\$72,800** and *HVAC equipment* for 710 West High Street at **\$141,416** and **\$15,812** (server room only).

~~**Contract Expenses – Budget \$24,685.** Contract expenses for *security access control system installation* at 710 West High Street (**\$3,365**) and 913 Georgetown Street (**\$16,325**), and *exterior lighting installation* at 520 Toner Street (**\$4,995**).~~

~~**Miscellaneous Facilities Expenses – Budget \$2,000.** To cover the costs of necessary *electrical work* to replace the HVAC unit in the server room at 710 West High Street.~~

Miscellaneous Expenses – Budget \$53,241. *Cost adjustments* are calculated at 12 percent of current estimates for contract expenses and equipment to cover potential cost increases.

Operational Investments – Budget \$249,893

Included in the Operational Investments request are equipment over \$5,000 each, contract expenses, license and fees expenses, miscellaneous supplies and miscellaneous expenses.

Community Action Council – Nonprofit Capital Grant Program

Equipment – Budget \$103,994. Includes equipment costs for (1) PowerEdge R740 SQL Server at a cost of \$11,995 (licensing costs are included below) and ~~(2) \$91,999 to purchase a GDL Training Vehicle with air brakes and a gross vehicle weight rating of 26,001 pounds or more.~~

Contract Expenses – Budget \$72,572. Includes contract expenses for telecommunications wiring at (1) 710 West High Street (\$39,675), (2) 913 Georgetown Street (\$17,839), (3) 520 Toner Street (\$7,179) and (4) 3712 Arbor Court (\$7,879).

License and Fees Expense – Budget \$29,622. To purchase three Microsoft SQL Server Enterprise Edition Licenses at a cost of \$9,624 each, or a total of \$28,872. In addition, \$750 to purchase one Standard Edition License.

Miscellaneous Supplies Expenses – Budget \$16,931. To purchase eight 1.92 TB PowerVault Hard Drives at a cost of \$2,116.38 each.

Miscellaneous Expenses – Budget \$26,774. Cost adjustments are calculated at 12 percent of current estimates to cover potential cost increases.

TOTAL CAPITAL PROJECT EXPENSES - \$748,803

Line-Item Budgets & Agency Budget

For line-item budgets for each project requested and the Agency Budget, please see Attachments 24-39, pages 172-187).

EPDM FLAT ROOF SYSTEM

MAY 26, 2022

Project #2210

Attachment 8



COMMUNITY ACTION

710 W High St
Lexington, KY
40508



RESIDENTIAL AND
COMMERCIAL

ROOFING, SIDING, GUTTERS, MASONRY
kevin.mkcontractorsllc@gmail.com

INTRODUCTION

Hi,

Thank you for the opportunity to quote on the repairs to your building. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Prep entire work are, pressure wash
2. Supply and install new materials
3. Clean up of entire work area
4. Full safety setup and requirements for property
5. Your own dedicated Production Scheduling team
6. All employees have full WCB and liability insurance coverage
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 5-year Warranty on complete projects - (full replacement or coverage of building roof)

We don't want you to be personally liable should a worker happen to get injured therefore, maintain the highest safety program and have WCB coverage for all employees and crews. We carry two million liability insurance.

Once the job is complete, one of our Quality Control Officers from our Audit Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide thebest value to our clients. If we are outside your budget, please let me know and we will do our best to workwithin that.

Kind regards,
KEVIN JIEMENZ | ROOF SPECIALIST
KEVIN.MKCONTRACTORSLLC@GMAIL.COM
(859)551-8253

INSPECTION



ENTIRE ROOD AREA RETAINING EATER AND HAS MORE THAN ONE EXISTING LAYER OF ROOF SYSTEM AND GRAVEL. MULTIPLE SOURCES OF LEAKS. ROOF NEEDS REMOVE AND REPALCE IN ORDER TO IMPROVE ROOF SYSTEM AND STO LEAKS



DRAIN SYSTEM NEEDS REPAIRED AND RECESS IN ORDER TO FUNTION PROPELY



INADEQUATE PIPE FLASHING NEEDS TO BE REPLACED WITH PROPER PIPE JACK FLASHING SYSTEM



NEEDS TO PROPERLY FLASH AROUND PENETRATIONS OF UNITS



NEEDS TO PROPERLY FLASH AROUND
PENETRATIONS OF UNITS



NEEDS TO PROPERLY FLASH AROUND
PENETRATIONS OF UNITS



DUE TO MULTIPLE LAYERS OF ROOF SYSTEMS ON THE PROPERTY IT MAKES IT DIFFICULT TO FIND THE EXACT SOURCE OF THE LEAKS. MK HIGHLY RECOMMENDS FOR ROOF SYSTEM TO BE REMOVED AND REPLACED

EPDM FLAT ROOF SYSTEM

Description

REMOVE ALL EXISTING LAYERS OF ROOF SYTEMS AND ROOF COMPONENTS DOWN TO CLEAN DECKING

INSPECT DECKING REPALCE IF NECESSARY MK WILL PROVIDE TWO PIECES OF WOOD WILL BE CHARGE EXTRA IF REPLACED MORE (\$100 PERR 4X8 SHEET)

INSTALL NEW 2" ISO BOARD INSULATION FOR LOW DENSITY, GOOD ADHESION TO FACERS, (EPDM RUBBER) LOW WATER ABSORPTION AND LOW VAPOR TRANSMISSION

INSTALL NEW EPDM FLAT ROOF SYSTEM ALL TROUGHOUT ROOF

FLASH AND SEAL AROUND UNITS ON ROOF

INSTALL NEW PIPE JACKS FOR FLAT ROOF SYSTEM (WITCH HAT BOOTS) AND SEAL

INSTALL NEW GALVANIZE DRIP-EDGE AROUND ENTIRE PERIMETER OF ROOF AND SECURE WITH NAILS

SEAL ENTIRE PERIMETER ANF ROOF TRANSITIONS UNSING SPLICE WASH AND COVER TAPE

CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBRIS

10 YEAR WORKMANSHIP WARRANTY AT NO COST

Quote subtotal	\$71,706.48
SALES TAX	\$430.24
Total	\$72,136.72

AUTHORIZATION PAGE

EPDM FLAT ROOF SYSTEM

\$72,136.72

Project: 2210

Name: Community Action

Address: 710 W High St, Lexington, KY

Description

Qty

Unit price

Line total



Customer Comments / Notes

Community Action John:

Date:

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that if roof rot is discovered during tear-off MK CONTRACTORS LLC reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. The homeowner will be notified if wood replacement is projected to exceed \$200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. MK CONTRACTORS LLC is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. MK CONTRACTORS LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, MK CONTRACTORS LLC provides a 5-year Workmanship Warranty on portions of the project in which MK CONTRACTORS LLC fully replaced any existing products. Roofing workmanship warranties will be reduced to one year when home owners have requested that full synthetic underlayment not be installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize MK CONTRACTORS LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by MK CONTRACTORS LLC. I agree that MK CONTRACTORS LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

WARRANTY



This document warrants that should a defect in workmanship, related to the work completed by MK Contractors LLC, occur within 10 years of the project, MK Contractors LLC will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which MK Contractors LLC fully replaced any existing products, and does not cover repairs or service done to another contractor's work. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

Customer

Community Action John

Project address

710 W High St, Lexington, KY

Date Project Completed

Thank you again for choosing MK Contractors LLC to complete work on your property. We trust you had a great customer experience! and have a blessed day.



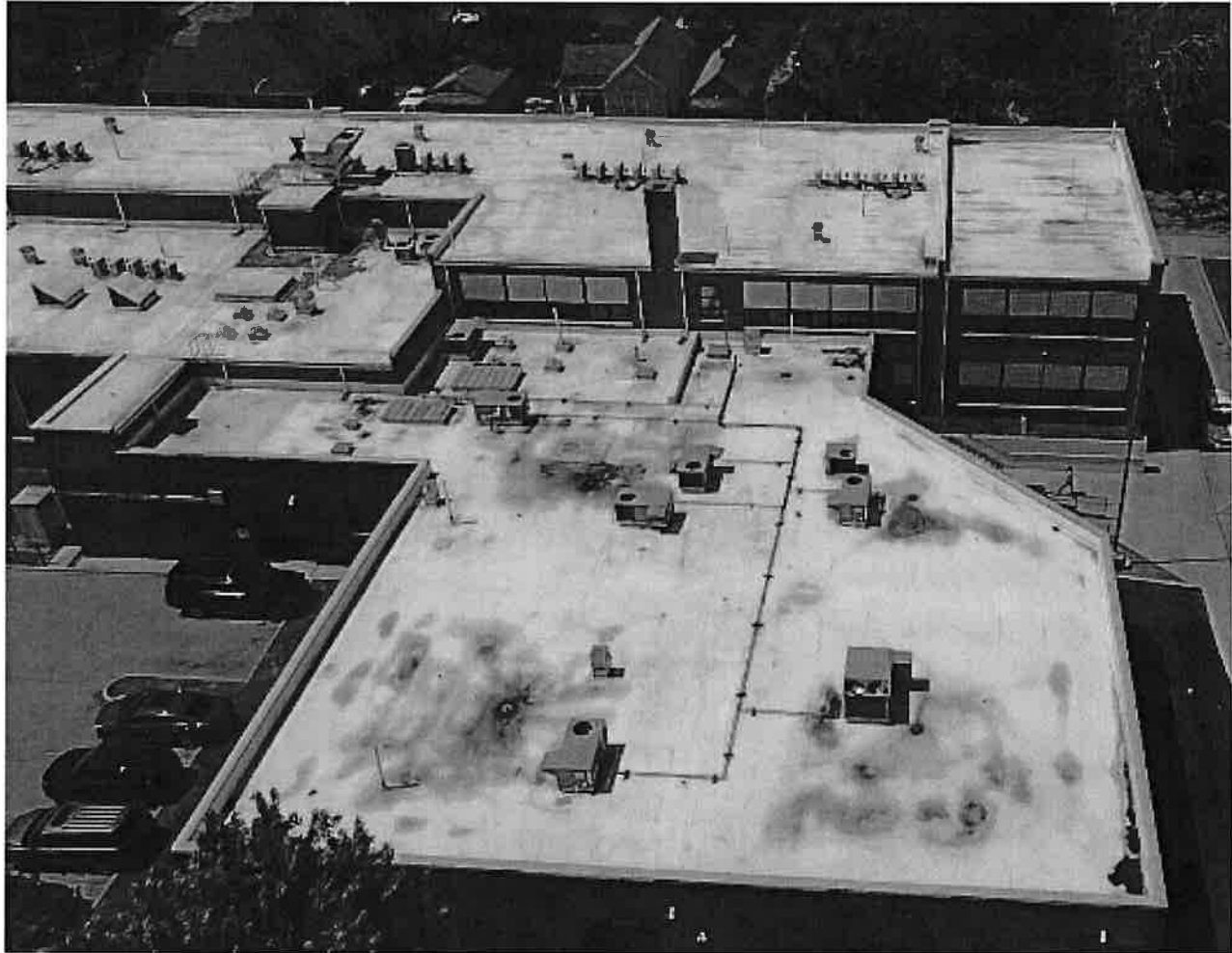
kevin jimenez - ROOF SPECIALIST

PROPOSAL

MAY 17, 2022

Project #2201

Attachment 9



RUSSELL SCHOOL COMMUNITY SERVICES CENTER

520 Toner St
Lexington, KY
40508



We can help you with

ROOFING SIDING GUTTERS MASONRY
RESIDENTIAL AND COMMERCIAL

win.mkcontractorsllc@gmail.com
8595518253

INTRODUCTION

Russell School Community Services Center,

Thank you for the opportunity to quote on the repairs to your building. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area
4. Full safety setup and requirements for property
5. Your own dedicated Production Scheduling team
6. All employees have full WCB and liability insurance coverage
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 5-year Warranty on complete (REPAIR) projects - and 10 year workmanship warranty on (FULL REPLACEMENT WATER-PROOFING OF BUILDING ROOF)

We don't want you to be personally liable should a worker happen to get injured therefore, maintain the highest safety program and have WCB coverage for all employees and crews. We carry two million liability insurance.

Once the job is complete, one of our Quality Control Officers from our Audit Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,
KEVIN JIEMEZ
ROOF SPECIALIST

KEVIN.MKCONTRACTORSLLC@GMAIL.COM
(859)551-8253

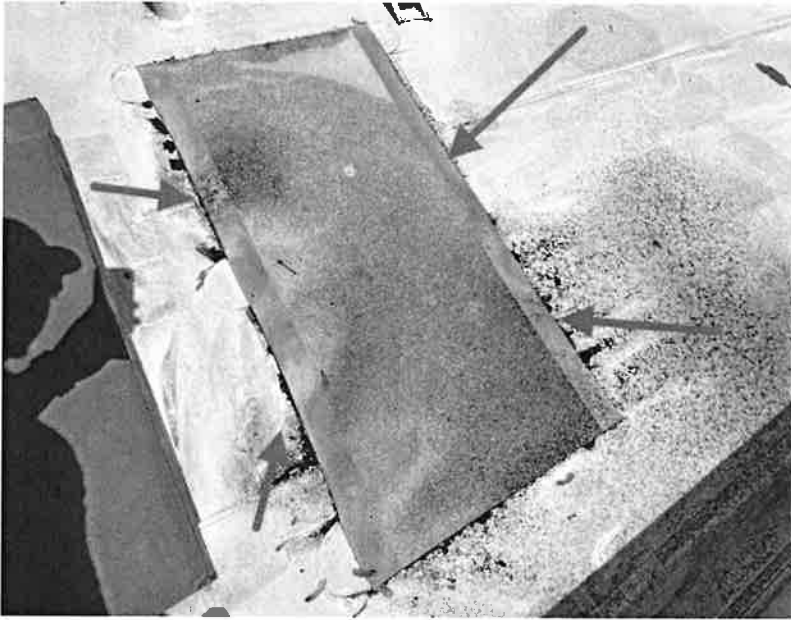
INSPECTION



DRAIN SYSTEM CLOGGED UP ON ALL MAIN DRAINS ALLOWING FOR WATER RETENTION ON ROOF



DRAIN SYSTEM CLOGGED UP ON ALL MAIN DRAINS ALLOWING FOR WATER RETENTION ON ROOF



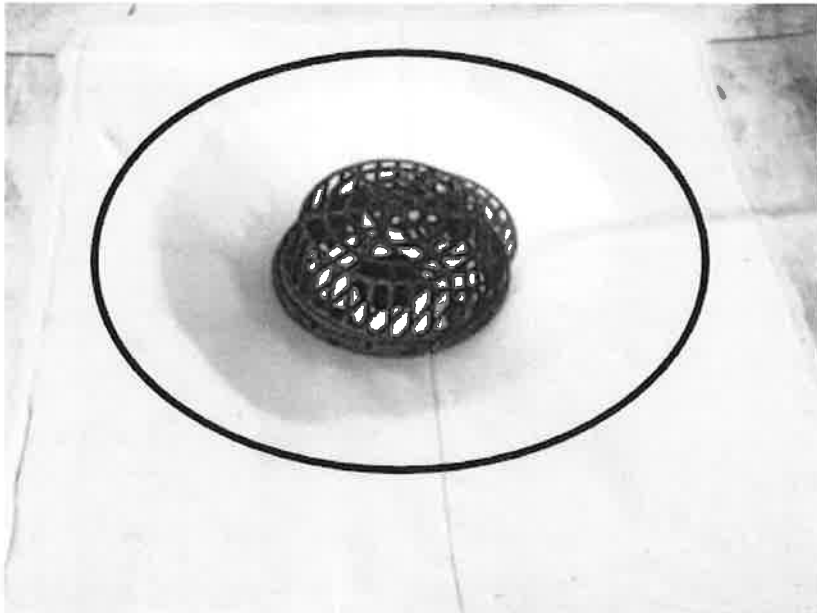
IMPROPER PREVIOUS REPAIRS, PATCH NOT SEAL
AND PULLING AWAY FROM ROOF



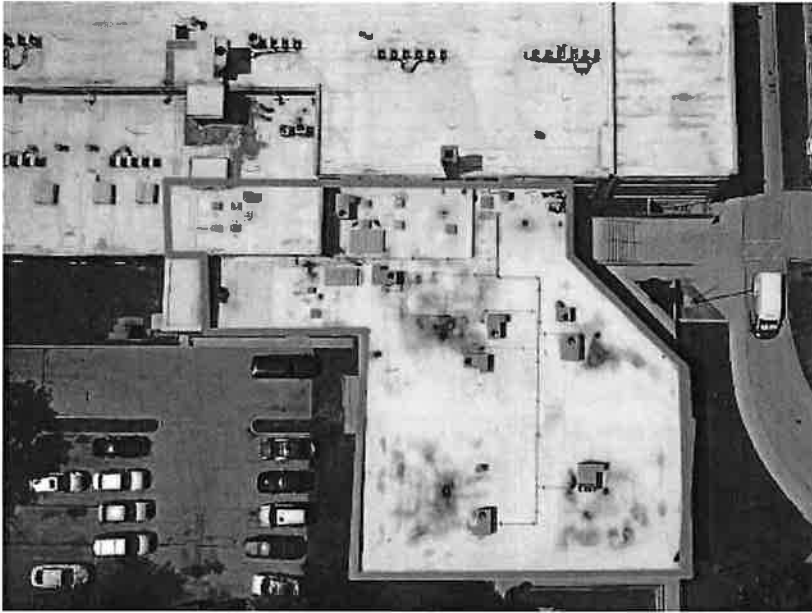
IMPROPER PREVIOUS REPAIRS, PATCH NOT SEAL
AND PULLING AWAY FROM ROOF



SEALANT NO LONGER FUNTIONAL, NEEDS TO BE RESEALED ALONG WALLS



REPAIR OPTION- RECESS EVERY DRAIN SYSTEM FOR THEM TO BE LOWER THAN TPO ROOF TO IMPROVE AND ALLOW PROPER DRAINAGE ON ROOF



SEALED WITH HENRY BUTTER GRADE SILICONE ON THE SEAMS AND PENETRATIONS AND USE HENRY PAINT GRADE SILICONE TO WATER PROOF ENTIRE ROOF AREAS AND PENETRATIONS.

IMPORTANT- Surface must be clean and free of all dust, rust, residues, foreign matter, and all contaminants (chalk, grease, wax, etc.) that may cause loss of adhesion. Remove rust and scale from metal by wire brushing. Sweep area thoroughly to remove all dust, dirt, and other foreign matter that would interfere with a good bond. Scrub accumulated residue on low areas with detergent and rinse thoroughly. Surface must be dry and frost-free.



Pro-Grade® 988 Silicone White Roof Coating is a solvent-free, one-component, moisture-curing silicone rubber roof coating system for use on existing smooth asphaltic BUR, smooth or granulated cap sheet, single ply roof membrane, well-adhered acrylic coating, metal, sprayed-in-place polyurethane foam and various aged membrane roofing. The system provides long-term weathering protection and resists the effects of ozone, ultraviolet radiation and temperature extremes. With its high solids content and absence of hydrocarbon solvents, Pro-Grade® 988 Silicone White Roof Coating can be applied in excess of 50 mils in a single coat without blistering, while maintaining maximum adhesion.

Features and benefits

- Mold and mildew resistant
- Rain safe in 15 minutes
- Permanent ponding water resistance
- High solids content, one coat application
- NSF P151 approved for rainwater catchment
- Superior UV resistance and reflectivity, helps lower roof and interior temperatures providing energy savings
- Low odor and VOC compliant in all jurisdictions
- Proven waterproofing performance per ASTM D7281
- Helps extend the existing roof membrane life cycle
- Restoration System installation qualifies for up to 10-year Material, Labor & Workmanship Henry Gold Seal Warranty
- Title 24 Compliant
- For professional use only



Pro-Grade® 923 Butter Grade Silicone Roof Sealer is an exceptionally versatile, tough yet flexible membrane that is easily brush or trowel-applied at thicknesses up to ¼" thick. It is also an excellent repair material for direct-to-metal repairs, spray polyurethane foam, smooth built-up, smooth modified bitumen, granulated modified bitumen, aged single ply roof membrane, flashings, fasteners and drains.

Features and benefits

- Excellent repair material for many roofing substrates
- Seals flashings, fasteners, seams and drains
- Easily applied by brush or trowel up to ¼" thick on vertical or horizontal applications
- Title 24 Compliant
- For professional use only

Sizes available

- 2 gallon pail

ROOF DRAIN SYSTEM REPAIR

Description

ROOF DRAIN SYSTEM REPAIR

ENTIRE AREA WILL BE INSPECTED AND NECESSARY SPOTS WILL BE REPAIRED AND SECURE TO NOT LEAK.

RECESS EVERY DRAIN SYSTEM FOR THEM TO BE LOWER THAN TPO ROOF TO IMPROVE AND ALLOW PROPER DRAINAGE ON ROOF

REPAIR TPO FLAT ROOF SYSTEM AROUND DRAIN SYSTEM

CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBRIS

5-YEAR WORKMANSHIP WARRANTY - ON ROOF REPAIRS INCLUDED AT NO ADDITIONAL COST

Quote subtotal	\$35,450.00
Total	\$35,450.00

WATER PROOF ENTIRE AREA

Description

WATER-PROOFING HENRY SILICONE COATING SYSTEM R

ENTIRE AREA WILL BE INSPECTED AND NECESSARY SPOTS WILL BE REPAIRED AND SECURE TO NOT LEAK.

POWER WAS ENTIRE AREA FREE ON ANY DEBRIS TO ALLOW SILICONE TO ADHERE

APPLY HENRY BUTTER GRADE SILICONE ON ALL PENETRATIONS, SEAMS, AROUND UNITS, WALLS AND COPING METALS ON ROOF

APPLY HENRY PAINT GRADE SILICONE AROUND ENTIRE ROOF AREA TO WATERPROOF ENTIRE ROOF ARE

CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBIS

RECESS EVERY DRAIN SYSTEM FOR THEM TO BE LOWER THAN TPO ROOF TO IMPROVE AND ALLOW PROPER DRAINAGE ON ROOF

REPAIR TPO FLAT ROOF SYSTEM AROUND DRAIN SYSTEM

10 YR WORKMANSHIP WARRANTY AND A 20 YR LIMITED WARRANTY FROM THE MANUFACTOR

Quote subtotal \$117,250.00

Total \$117,250.00

AUTHORIZATION PAGE

- ROOF DRAIN SYSTEM REPAIR \$35,450.00
- WATER PROOF ENTIRE AREA \$117,250.00

Project: 2201
Name: Russell School Community Services Center
Address: 520 Toner St, Lexington, KY

Description	Qty	Unit price	Line total
<input type="checkbox"/>			

Customer Comments / Notes

JOHN CATRON:

Date:

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that if roof rot is discovered during tear-off MK CONTRACTORS LLC reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. The homeowner will be notified if wood replacement is projected to exceed \$200.

I understand that I must remove items from the interior walls of my building that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. MK CONTRACTORS LLC is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. MK CONTRACTORS LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, MK CONTRACTORS LLC provides a 5-year Workmanship Warranty on portions of the project in which MK CONTRACTORS LLC fully replaced any existing products. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize MK CONTRACTORS LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by MK CONTRACTORS LLC. I agree that MK CONTRACTORS LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.



Get your dream project done by turning a large purchase into affordable monthly payments

**0%-APR
PROMOTIONAL
FINANCING AVAILABLE**



**REQUEST
\$1,000 - \$100,000
IN FUNDING**



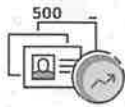
**FUNDS AVAILABLE
AS QUICKLY AS IN
1 BUSINESS DAY**



**APR
STARTING AT
3.99%**



**SIMPLE 60-SECOND
APPLICATION**



**INSTANT
PRE-APPROVAL**



**SOFT PULL
AVAILABLE**



**1 - 12
YEAR TERMS**



WHY FINANCE?

- Turn a large one-time payment into an affordable, predictable monthly payment with a set end-date.
- No need to take out equity from your home and give control to a bank.
- Protect your family's savings instead of wiping it out with one major purchase.
- Get your project done quickly, without weeks of meetings with banks, home appraisals, or paperwork.
- Have security in a changing economy by preserving your savings and home equity with a low monthly payment.

HOW IT WORKS

1. SUBMIT A 60-SECOND APPLICATION ON OUR WEBSITE
2. REVIEW OFFERS, AND SELECT THE ONE THAT'S RIGHT FOR YOU
3. FINALIZE YOUR APPLICATION WITH A LENDER AND GET FUNDING IN 1-5 BUSINESS DAYS.

ABOUT ENHANCIFY

Enhancify is an online financing marketplace that makes it easy to see and compare many home improvement financing options in one place.

The platform uses new technology to make the financing process faster, simpler, and more transparent, by connecting you with personalized pre-qualified offers from 15 leading lenders in real-time.

You'll see multiple offers in one place, instantly, instead of having to individually shop around at different lenders or visit bank branches.

\$7B

IN REQUESTED LOAN VOLUME

From \$1,000 to \$100,000, Enhancify supports offers across the credit spectrum.

25K

LOANS FUNDED

Enhancify's technology platform has funded over 25,000 consumers.

15+

LENDING NETWORKS

Enhancify's online marketplace acts as a matchmaker connecting homeowners to 15 leading lending networks.

60 SEC

PRE-APPROVAL TIME

Get real-time pre-approvals on financing and see all of your options in one place.

LEADING LENDERS



OneMain Financial.
LENDING DONE HUMAN



AVANT



PROSPER



WHAT FINANCING OPTION IS RIGHT FOR YOU?

Give us a call at **(859) 551-8253**

Talk with Enhancify at **(813) 499-9879** or visit Enhancify.com

WATERPROOFING ROOF SYSTEM PROPOSAL

MAY 26, 2022

Project #2211

Attachment 10



THE PREP ACADEMY COMMUNITY ACTION

3500 Arbor Dr
Lexington, KY
40517



RESIDENTIAL AND
COMMERCIAL

ROOFING, SIDING, GUTTERS, MASONRY
kevin.mkcontractorsllc@gmail.com

INTRODUCTION

Hi,

Thank you for the opportunity to quote on the repairs to your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. Clean all gutters (if roof is done)
5. Your own dedicated Production Scheduling team
6. All employees are WCB and COR certified
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 10-year Workmanship Warranty on complete projects - (Full Roof / Full Metals or Full Siding)

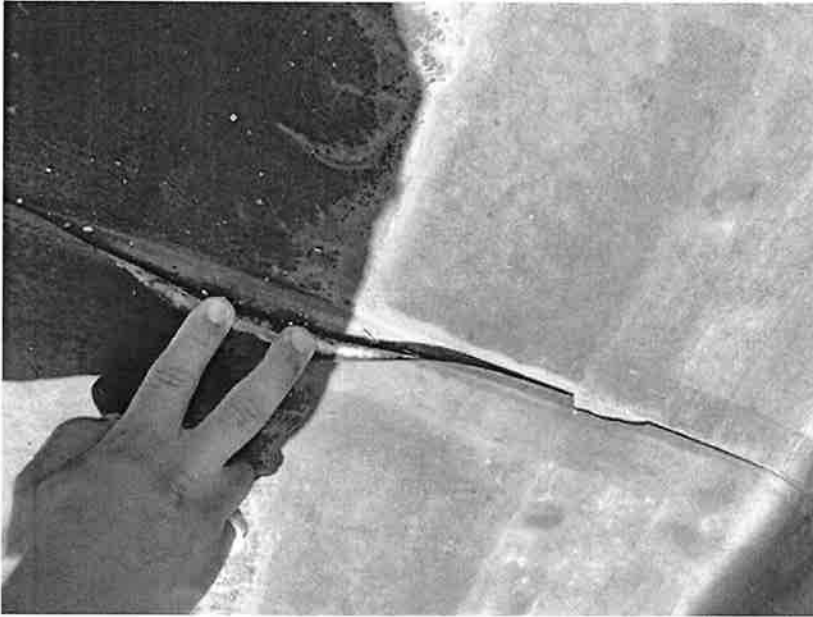
We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. We carry two million liability insurance.

As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your home to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,
KEVIN JIMENEZ | ROOF SPECIALIST
KEVIN.MKCONTRACTORSLLC@GMAIL.COM
(859)551-8253

INSPECTION



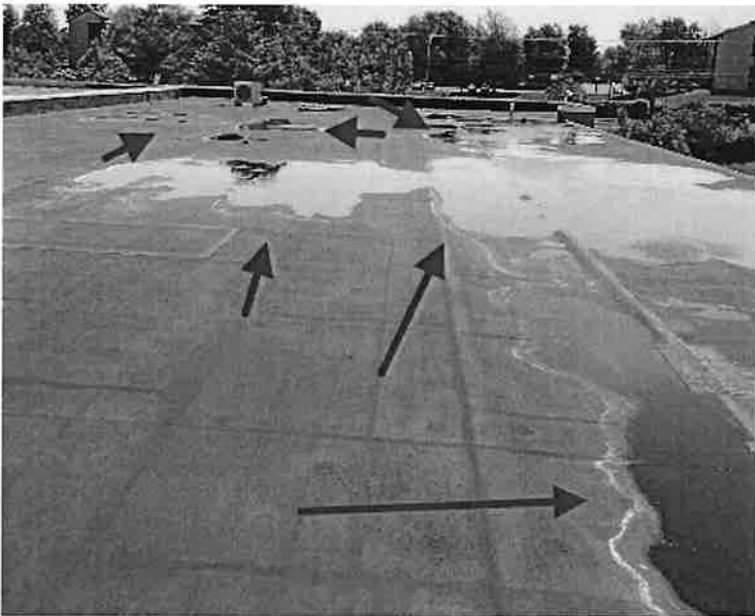
SEAMS NOT SEAL, MAKING IT NO LONGER FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



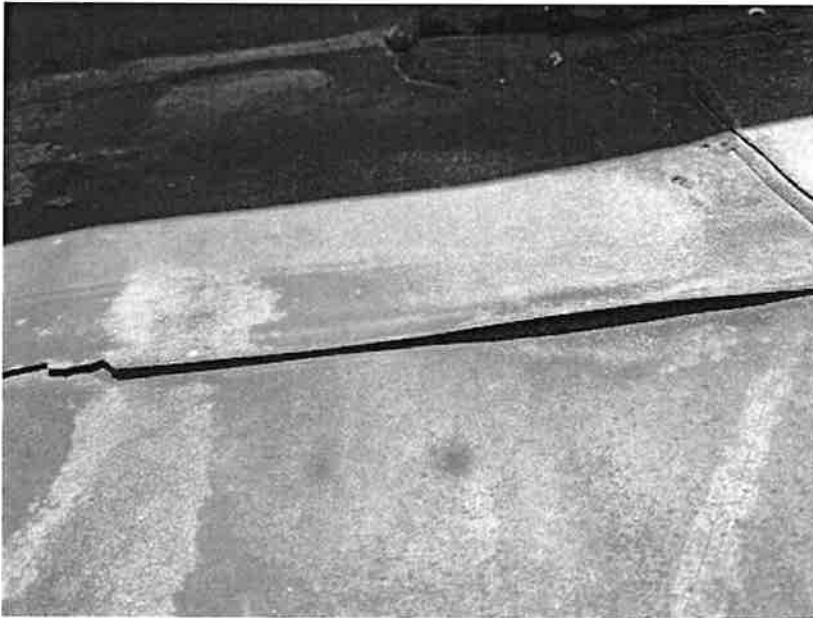
SEAMS NOT SEAL, MAKING IT NO LONGER FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



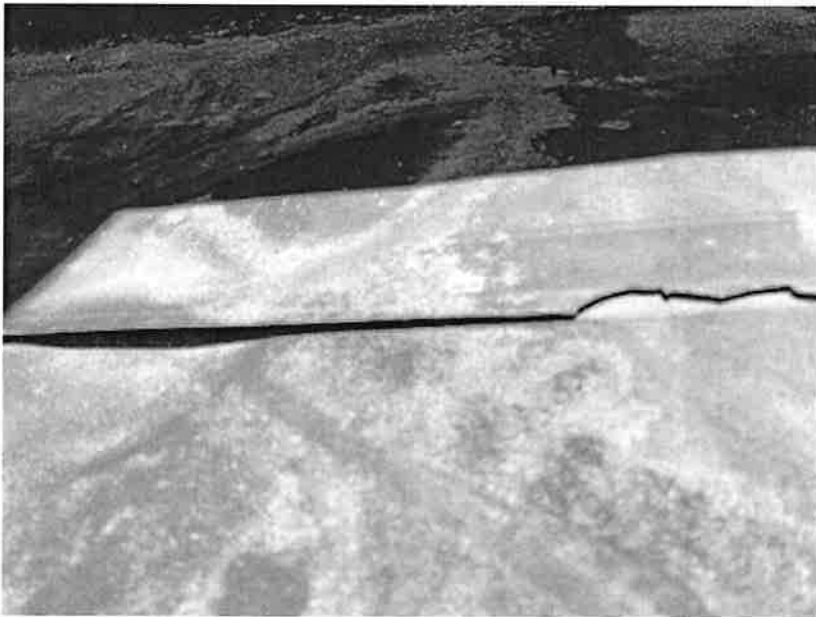
SEAMS NOT SEAL, MAKING IT NO LONGER
FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



WATER RETENTION ON ROOF SYSTEM, NOT
PROPERLY DRAINING



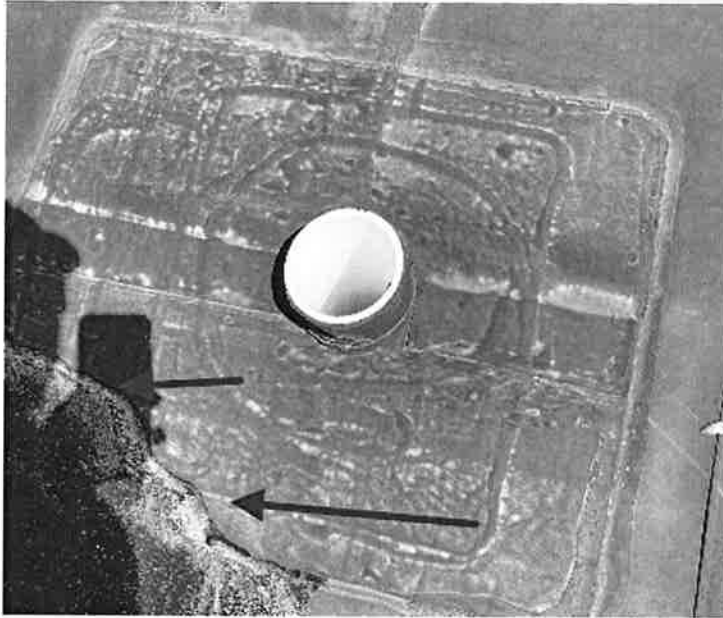
SEAMS NOT SEAL, MAKING IT NO LONGER
FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



SEAMS NOT SEAL, MAKING IT NO LONGER
FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



SEAMS NOT SEAL, MAKING IT NO LONGER
FUNCTIONAL AND ALLOWS FOR WATER TO LEAK



PATCH MISSING A BIG PIECE AND NOT PROPERLY SEAL TO PROTECT PIPE JACK, NEEDS ADEQUATE PIPE JACK FLASHING OR SEALS AROUND IT



WATER RETENTION ISSUE ALL TRGHOUT THE ROOF AND INADEQUATE SEAL ON EPMD TRANSITIONS ALLOWIG WATER TO PENETRATE AND LEAK



WATER RETENTION ISSUE ALL TRGHOUT THE
ROOF AND INADEQUATE SEAL ON EPMD
TRANSITIONS ALLOWIG WATER TO PENETRATE
AND LEAK



Pro-Grade® 988 Silicone White Roof Coating is a solvent-free, one-component, moisture-curing silicone rubber roof coating system for use on existing smooth asphaltic BUR, smooth or granulated cap sheet, single ply roof membrane, well-adhered acrylic coating, metal, sprayed-in-place polyurethane foam and various aged membrane roofing. The system provides long-term weathering protection and resists the effects of ozone, ultraviolet radiation and temperature extremes. With its high solids content and absence of hydrocarbon solvents, Pro-Grade® 988 Silicone White Roof Coating can be applied in excess of 50 mils in a single coat without blistering, while maintaining maximum adhesion. Features and benefits:

- Mold and mildew resistant
- Rain safe in 15 minutes
- Permanent ponding water resistance
- High solids content, one coat application
- NSF P151 approved for rainwater catchment
- Superior UV resistance and reflectivity, helps lower roof and interior temperatures providing energy savings
- Low odor and VOC compliant in all jurisdictions
- Proven waterproofing performance per ASTM D7281
- Helps extend the existing roof membrane life cycle
- Restoration System installation qualifies for up to 10-year Material, Labor & Workmanship Henry Gold Seal Warranty
- Title 24 Compliant
- For professional use only



Pro-Grade® 923 Butter Grade Silicone Roof Sealer is an exceptionally versatile, tough yet flexible membrane that is easily brush or trowel-applied at thicknesses up to ¼" thick. It is also an excellent repair material for direct-to-metal repairs, spray polyurethane foam, smooth built-up, smooth modified bitumen, granulated modified bitumen, aged single ply roof membrane, flashings, fasteners and drains. Features and benefits:

- Excellent repair material for many roofing substrates
- Seals flashings, fasteners, seams and drains
- Easily applied by brush or trowel up to ¼" thick on vertical or horizontal applications
- Title 24 Compliant
- For professional use only
- Sizes available: 2 gallon pail

WATERPROOFING FLAT ROOF SYSTEM EPDM

Description

WATERPROOFING FLAT ROOF AREA

ENTIRE AREA WILL BE INSPECTED AND NECESSARY SPOTS WILL BE REPAIRED AND SECURE TO NOT LEAK

POWER WAS ENTIRE AREA FREE ON ANY DEBRIS TO ALLOW SILICONE TO ADHERE

APPLY HENRY BUTTER GRADE SILICONE ON ALL PENETRATIONS, SEAMS, AROUND UNITS, WALLS AND COPING METALS ON ROO

APPLY HENRY PAINT GRADE SILICONE AROUND ENTIRE ROOF AREA TO WATERPROOF ENTIRE ROOF ARE

CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBIS

10 YEAR WORKMANSHP WARRANTY AT NO COST

Quote subtotal	\$72,800.00
SALES TAX	\$436.80
Total	\$73,236.80

WATERPROOFING ENTIRE METAL ROOF

Description

Section Title

ENTIRE AREA WILL BE INSPECTED AND NECESSARY SPOTS WILL BE REPAIRED AND SECURE TO NOT LEAK
APPLY HENRY BUTTER GRADE SILICONE ON ALL PENETRATIONS, SEAMS, AROUND UNITS, WALLS AND COPING METALS ON ROOF
APPLY HENRY PAINT GRADE SILICONE AROUND ENTIRE ROOF AREA TO WATERPROOF ENTIRE ROOF AREA
CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBRIS
10 YEAR WORKMANSHIP WARRANTY AT NO COST

Quote subtotal	\$54,000.00
SALES TAX	\$324.00
Total	\$54,324.00

AUTHORIZATION

- WATERPROOFING FLAT ROOF SYSTEM \$73,236.80
 EPDM
- WATERPROOFING ENTIRE METAL ROOF \$54,324.00

Project: 2211

Name: The Prep Academy Community Action
Address: 3500 Arbor Dr, Lexington, KY

Estimates valid for 30 days from date of estimate a 45% deposit is required before any project begins

Customer Comments / Notes

My Product Selections

HENRY COLOR PAINT

HENRY COLOR BUTTER GRADE

The Prep Academy
Community Action:

Date:

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that if roof rot is discovered during tear-off MK CONTRACTORS LLC reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. The homeowner will be notified if wood replacement is projected to exceed \$200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. MK CONTRACTORS LLC is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. MK CONTRACTORS LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, MK CONTRACTORS LLC provides a 5-year Workmanship Warranty on portions of the project in which MK CONTRACTORS LLC fully replaced any existing products. Roofing workmanship warranties will be reduced to one year when home owners have requested that full synthetic underlayment not be installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize MK CONTRACTORS LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by MK CONTRACTORS LLC. I agree that MK CONTRACTORS LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

WARRANTY



This document warrants that should a defect in workmanship, related to the work completed by MK Contractors LLC, occur within 10 years of the project, MK Contractors LLC will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which MK Contractors LLC fully replaced any existing products, and does not cover repairs or service done to another contractor's work. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

Customer

The Prep Academy Community Action

Project address

3500 Arbor Dr, Lexington, KY

Date Project Completed

Thank you again for choosing MK Contractors LLC to complete work on your property. We trust you had a great customer experience! and have a blessed day.



kevin jimenez – ROOF SPECIALIST



**Attachment 24
710 W High Street
Roofing Project**

**Fiscal Year 2022-23 Budget
July 1 - Jun 30**

	New Budget
REV	
6000 CONSTRUCTION	
4010 GRANT REVENUE	\$ (80,311)
6000 CONSTRUCTION Total	\$ (80,311)
REV Total	\$ (80,311)
EXP	
6000 CONSTRUCTION	
7111 EQUIPMENT OVER \$5000 EACH	\$ 71,706
7980 MISCELLANEOUS EXPENSE	\$ 8,605
6000 CONSTRUCTION Total	\$ 80,311
EXP Total	\$ 80,311
Grand Total	\$ (0)



**Attachment 25
520 Toner Street
Roofing Project**

**Fiscal Year 2022-23 Budget
July 1 - Jun 30**

	New Budget
REV	
6000 CONSTRUCTION	
4010 GRANT REVENUE	\$ (131,320)
6000 CONSTRUCTION Total	\$ (131,320)
REV Total	\$ (131,320)
EXP	
6000 CONSTRUCTION	
7111 EQUIPMENT OVER \$5000 EACH	\$ 117,250
7980 MISCELLANEOUS EXPENSE	\$ 14,070
6000 CONSTRUCTION Total	\$ 131,320
EXP Total	\$ 131,320
Grand Total	\$ -



**Attachment 26
3500 Arbor Drive
Roofing Project**

**Fiscal Year 2022-23 Budget
July 1 - Jun 30**

	New Budget
REV	
6000 CONSTRUCTION	
4010 GRANT REVENUE	\$ (81,536)
6000 CONSTRUCTION Total	\$ (81,536)
REV Total	\$ (81,536)
EXP	
6000 CONSTRUCTION	
7111 EQUIPMENT OVER \$5000 EACH	\$ 72,800
7980 MISCELLANEOUS EXPENSE	\$ 8,736
6000 CONSTRUCTION Total	\$ 81,536
EXP Total	\$ 81,536
Grand Total	\$ -



Fiscal Year 2022-24 Budget

July 1 - Jun 30

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (249,893)
4057 COMMUNICATIONS Total	\$ (249,893)
6000 CONSTRUCTION	
4010 GRANT REVENUE	\$ (498,910)
6000 CONSTRUCTION Total	\$ (498,910)
REV Total	\$ (748,803)
EXP	
4057 COMMUNICATIONS	
7110 MISC SUPPLIES	\$ 16,931
7111 EQUIPMENT OVER \$5000 EACH	\$ 11,995
7130 CONTRACTS EXPENSE	\$ 72,572
7331 LICENSE & FEES EXPENSE	\$ 29,622
7980 MISCELLANEOUS EXPENSE	\$ 15,734
4057 COMMUNICATIONS Total	\$ 146,855
6000 CONSTRUCTION	
7111 EQUIPMENT OVER \$5000 EACH	\$ 418,984
7130 CONTRACTS EXPENSE	\$ 24,685
7192 MISC FACILITIES EXPENSE	\$ 2,000
7980 MISCELLANEOUS EXPENSE	\$ 53,241
6000 CONSTRUCTION Total	\$ 498,910
8200 AGENCY VEHICLE	
7111 EQUIPMENT OVER \$5000 EACH	\$ 91,999
7980 MISCELLANEOUS EXPENSE	\$ 11,040
8200 AGENCY VEHICLE Total	\$ 103,039
EXP Total	\$ 748,803
Grand Total	\$ (0)



Annual Organizational Budget

Category	Budget
Salary	\$ 15,730,312
Fringe	\$ 5,491,792
Client Benefits	\$ 22,827,563
Supplies	\$ 3,022,250
Travel	\$ 212,925
Other	\$ 8,596,975
Equipment	\$ 1,250,426
Contracts	\$ 6,627,034
Indirect Cost	\$ 4,606,267
In-Kind Expense	\$ 5,603,376
Grand Total	\$ 73,968,920

ACCOUNT ACTIVITY

Use this page to view your account activity, including pending and processed transactions.

Attachment 23 Central Bank Line of Credit

BALANCE SUMMARY - AS OF 06/21/2022 11:01

Account	31000055526 - LOC
Principal Balance	\$ 0.00 As Of 06/21/2022 11:01
Available Credit	\$ 750,000.00 As Of 06/21/2022 11:01
Credit Limit	\$ 750,000.00 As Of 06/21/2022 11:01
Next Payment Amount Due	\$ 0.00 As Of 06/21/2022 11:01
Next Payment Due Date	07/25/2022
Interest Due	\$ 0.00 As Of 06/21/2022 11:01
Last Payment Date	01/24/2020
Last Payment Amount	\$ 749,895.84 As Of 06/21/2022 11:01
Last Advance Amount	\$ 750,000.00 As Of 06/21/2022 11:01
Issue Date	12/21/2010
Interest Rate	4.25%
Maturity Date	12/25/2022
Interest Paid Last Year	\$ 0.00 As Of 06/21/2022 11:01
Interest Paid YTD	\$ 0.00 As Of 06/21/2022 11:01

ACCOUNT - LOC - AS OF 06/21/2022 11:01

Search on From To

Date 05/22/2022 06/22/2022

CURRENT DAY TRANSACTIONS

Date ▼	Transaction Type ▲	Description ▲	Principal Interest ▲	Loan Fees Late Fees ▲	Deposits ▲
NO INFORMATION TO DISPLAY					

POSTED TRANSACTIONS

Date ▼	Transaction Type ▲	Description ▲	Principal Interest ▲	Loan Fees Late Fees ▲	Deposits ▲
NO INFORMATION TO DISPLAY					

SPECIAL WARRANTY DEED

THIS DEED made and entered into this the ____ day of _____, 2019, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, organized and existing pursuant to Chapter 67A of the Kentucky Revised Statues, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, ("Grantor") and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose mailing address is P.O. Box 11610, Lexington, Kentucky 40576-1610, which is the In-care-of tax mailing address for the current tax year ("Grantee");

WITNESSETH:

That for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its heirs and assigns forever, the following described real property, to-wit:

Being all of Parcels 1 and 2 as shown on Consolidation Minor Subdivision Plat of St. Martin's Village, Unit 8-D, Section 1 and 913 & 915 Georgetown Street (erroneously referred to as Georgetown Road) of record in Plat Cabinet K, Slide 498, in the office of the Fayette County Court Clerk; being known and designated as 913 Georgetown Street; and

Being a portion of the property conveyed to Lexington-Fayette Urban County Government from Lexington-Fayette Urban County Housing Authority by deed dated February 28, 1984, in Deed Book 1339, Page 584; and

Being a portion of the property conveyed to Lexington-Fayette Urban County Government from Erle L. Levy and Sara Stowe Levy, husband and wife, by deed dated October

7, 1980, in Deed Book 1261, Page 154 both of record in the office of the Fayette County Court Clerk.

TO HAVE AND TO HOLD in fee simple together with all rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee its successors and assigns forever. Grantor does hereby release and relinquish unto the Grantee, its successors and assigns all of its right, title, and interest in the above-described property including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done; that the title to said property is clear, perfect, and unencumbered, and that it will **WARRANT SPECIALLY** the same.

PROVIDED, HOWEVER, that the above conveyance and warranty is subject to all easements, restrictions and right-of-ways that pertain to the above described property as found of record in the Fayette County Clerk's Office.

CONSIDERATION CERTIFICATE

The parties do hereby certify, pursuant to KRS 382.135(1)(d), that the transfer is by gift and that the estimated fair cash value of the property conveyed is One Million One Hundred Fifty Thousand and 00/100 dollars (\$1,150,000.00). This transfer is exempt from real estate transfer tax pursuant to KRS 142.050(7)(b). Grantee joins in this Deed for the sole purpose of certifying the consideration. Grantor has been authorized to transfer this property by Resolution No. 291-2019 passed by the Lexington-Fayette Urban County Council on June 6, 2019.

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto set their hands on this the day and year first above written.

GRANTOR:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**



**LINDA GORTON
MAYOR**

GRANTEE:

**COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON,
AND NICHOLAS COUNTIES, INC.**



**SHARON PRICE
EXECUTIVE DIRECTOR**

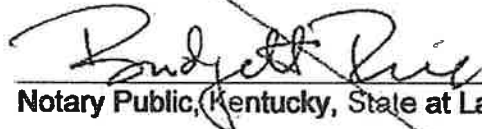
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by
Linda Gorton in her capacity as Mayor of Lexington-Fayette Urban County Government
on this the 29th day of April, 2019.

Cynthia Gorton ID#589425
Notary Public, Kentucky, State at Large
My Commission Expires: 10 | 26 | 2021

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)


The foregoing deed was subscribed, sworn to, and acknowledged before me by Linda Gorton in her capacity as Mayor of Lexington-Fayette Urban County Government on this the 27th day of April, 2019.


Notary Public, Kentucky, State at Large

My Commission Expires: 4 / 9 / 2022


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Sharon Price in her capacity as Executive Director of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., on this the 28th day of April, 2019.


Notary Public, Kentucky, State at Large

My Commission Expires: 4 / 9 / 2022

PREPARED BY:


MELISSA MOORE MURPHY
Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500
X:\Cases\GENERAL\17-CC0645\REV\0659385.DOCX

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201912040081

December 4, 2019 9:18:07 AM

Fees	\$23.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$23.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

545 - 550

Attachment 4

DEED

This DEED is made this 10th day of February, 2011, between

G.P. RUSSELL APARTMENTS, LLLP,
a Kentucky limited liability limited partnership
148 Deweese St.
Lexington, Kentucky 40507

“GRANTOR”

and

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE,
BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.,
a Kentucky non-profit corporation
710 W. High Street, Lexington, Kentucky 40508

“GRANTEE”

[Note: The foregoing address of the Grantee shall also, for purposes of KRS 382.135, constitute the “in-care-of address” to which the property tax bill for 2011 is shall be sent.]

FOR GOOD AND VALUABLE CONSIDERATION, in the total amount of One Hundred Ten Thousand Seven Hundred Twenty-Two and no/100 Dollars (\$110,722.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby CONVEYS to Grantee in fee simple, with covenant of GENERAL WARRANTY, all of its respective right, title and interest in and to the following described property, located in Fayette County, Kentucky:

See Exhibit A attached hereto and incorporated herein by reference.

BEING the same property conveyed to G. P. Russell Apartments, LLLP by Deed dated February ___, 2010 and recorded in Deed Book ____, Page ____, in the Office of the Clerk of Fayette County, Kentucky.

Grantor covenants that it is lawfully seized of the estate hereby conveyed; that it has full right and power to convey same; that said estate is free of all encumbrances, except easements and restrictions of record and zoning laws affecting said property, if any, and except liens for taxes due and payable in 2011, if any, and all years thereafter, which taxes Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

G.P. RUSSELL APARTMENTS, LLLP,
a Kentucky limited liability limited
partnership

By: Russell Heritage Apartments, Inc.,
a Kentucky corporation, its General Partner,

Grantee
By: [Signature]

Title: Pres.

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 9th day of February, 2011, by P.G. Peoples, as President of Russell Heritage Apartments, Inc., a Kentucky corporation, the General Partner of G.P. Russell Apartments, LLLP, a Kentucky limited liability limited partnership, on behalf of the corporation and limited liability limited partnership.

My Commission expires: 5/7/2012
Rebecca Manton
NOTARY PUBLIC

CERTIFICATION OF CONSIDERATION

Being first duly sworn, the undersigned state that consideration set forth herein is the true, correct and full consideration for the property conveyed herein.

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON AND NICHOLAS
COUNTIES, INC., a Kentucky not-for
profit corporation

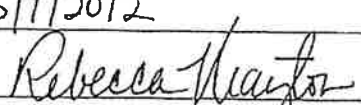
By: 

Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

The foregoing Certification of Consideration was subscribed, sworn and acknowledged before me this 9th day of February, 2011, by Jack Burch as Executive Director of Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. a Kentucky not-for-profit corporation, on behalf of such corporation.

My Commission expires:

5/7/2012

NOTARY PUBLIC

G.P. RUSSELL APARTMENTS, LLLP,
a Kentucky limited liability limited
partnership

By: Russell Heritage Apartments, Inc.,
a Kentucky corporation, its General Partner,
Grantee

By:  _____

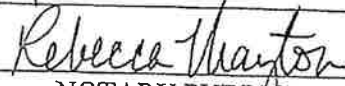
Title: Pres.

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

The foregoing Certification of Consideration was subscribed, sworn to and acknowledged before me this 9th day of February, 2011, by P.G. Peoples, as President of Russell Heritage Apartments, Inc., a Kentucky corporation, the General Partner of G.P. Russell Apartments, LLLP, a Kentucky limited liability limited partnership, on behalf of the corporation and limited liability limited partnership.


My Commission expires:

5/7/2012



NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:



Robert B. Vice, Esq.
Daniel M. Deegan, Esq.
Reed Weitkamp Schell & Vice PLLC
500 West Jefferson Street
Suite 2400
Louisville, Kentucky 40202
Telephone: (502) 589-1000

EXHIBIT A

Being all of 520 Toner Street, Unit B of Russell School Condominiums, as created and described in the Master Deed and Declaration of Russell School Condominiums recorded in the Office of the County Clerk of Fayette County, Kentucky, in Deed Book ____, Page ____, and Condominium Deed Book ____, Page ____, and as shown on the Plat of same of record in Plat Cabinet ____, Slides ____, all in the Office of the Clerk aforesaid, being known as 520 Toner Street.

BEING the same property conveyed to Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., a Kentucky non-profit corporation, by deed dated February ____, 2011 and recorded in Deed Book ____, Page ____, in the Office of the Clerk of Fayette County, Kentucky.

AGREEMENT

This Agreement is executed and delivered at Lexington, Fayette County, Kentucky as of the 8th day of August, 2013, by **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAVETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.**, a Kentucky nonprofit corporation ("Grantor") whose mailing address is 710 West High Street, Lexington, Kentucky 40507 to **CENTRAL BANK & TRUST CO.** ("Bank"), having its banking office at 300 West Vine Street, Fayette County, Lexington, Kentucky 40507.

WHEREAS, the parties hereto have previously entered into that certain Mortgage dated February 10, 2011 and of record in the Office of the Fayette County Clerk in Mortgage Book 166, Page 660, relative to the following real property (the "premises"):

Situated in Fayette County, Kentucky as is more particularly described on Exhibit A which is attached hereto and made a part of this Mortgage; and

WHEREAS the parties are in agreement that in order to satisfy the obligations of Grantor to the United States of America with respect to the Grantor's provision of certain services for which it receives funds from the United States, the parties hereto agree and acknowledge as follows:

a) The parties acknowledge that in the event of a default by the Grantor or the withdrawal or termination by the Grantor from the Head Start program, that the U.S. Department of Health and Human Services ("ACF") may intervene in any action to foreclose Grantor's rights in the real property described in Exhibit A hereto so that it may attempt to ensure that the default is cured by the Grantor or another agency designated by ACF. Bank shall accept the payment of money or performance of any other obligation by ACF's designee, for the Grantor, as if such payment of money or performance had been made by the Grantor. The agreement shall also provide that ACF will have a period of 60 days after notification Grantor's default in which to intervene to attempt to cure the default. In the event of a default, or the withdrawal or termination of the Grantor from the Head Start program, this mortgage may be assumed by an organization designated by ACF, with Bank's approval, provided that such approval will not be withheld except for good reason.

(b) The Grantor shall immediately provide the ACF telephonic and written notification of a default under this mortgage.

Return to preparer

Notice. Any notices required or permitted under this Agreement shall be given in person or sent by first class, certified mail to:

If to Grantor:

Mr. Gentry Larue, Chairman, Board of Directors
Mr. Malcolm Ratchford, Executive Director
Community Action Council for Lexington-Fayette,
Bourbon, Harrison & Nicholas Counties, Inc.
710 West High Street
P. O. Box 11610
Lexington, Kentucky 40576

If to Bank:

Central Bank + Trust Co.
Attn: Ellen Sharp, Vice President
300 W. Vine Street
Lexington Ky 40507

The parties hereto restate and affirm and incorporate herein by reference the terms of the original Mortgage not otherwise affected by this Agreement.

Grantor:

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON AND NICHOLAS COUNTIES, INC.

By:


MALCOLM RATCHFORD
EXECUTIVE DIRECTOR

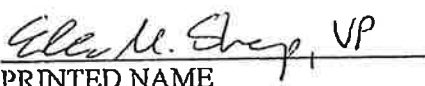
By:


BEN REYNOLDS
MANAGER, FISCAL OPERATIONS

Bank:

CENTRAL BANK & TRUST CO.
300 West Vine Street
Lexington, Kentucky 40507

By:


PRINTED NAME
Ellen M. Sharp, Vice President
TITLE

COMMONWEALTH OF KENTUCKY)
)ss.
COUNTY OF FAYETTE)

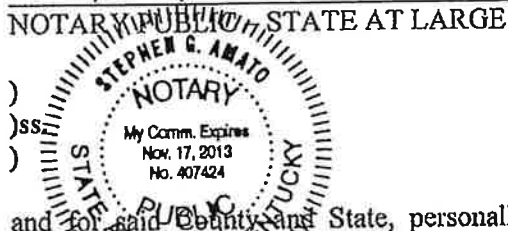
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Malcolm Ratchford as Executive Director, and Ben Reynolds as Manager, Fiscal Operations, of the above-named nonprofit corporation, who acknowledged that they signed the foregoing and that the same is the free act and deed of the corporation.

IN TESTIMONY, I set my hand and official seal this the 9th day of August, 2013.



NOTARY PUBLIC - STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
)ss.
COUNTY OF FAYETTE)



BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Ellen M. Sharp as President of the above-named Bank who acknowledged that he/she did sign the foregoing and that the same is the free act and deed of the corporation.

IN TESTIMONY, I set my hand and official seal this the 8th day of August, 2013.



NOTARY PUBLIC - STATE AT LARGE

This instrument was prepared by:

McBrayer, McGinnis, Leslie & Kirkland
201 East Main Street, Suite 900
Lexington, Kentucky 40507
(859) 231-8780

By: 
STEPHEN G. AMATO

EXHIBIT A

Being all of 520 Toner Street, Unit B of Russell School Condominiums, as created and described in the Master Deed and Declaration of Russell School Condominiums recorded in the Office of the County Clerk of Fayette County, Kentucky, in Deed Book 2992, Page 161, and Condominium Deed Book 87, Page 263, and as shown on the Plat of same of record in Plat Cabinet P, Slides 90-94 all in the Office of the Clerk aforesaid, being known as 520 Toner Street.

BEING the same property conveyed to Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., a Kentucky non-profit corporation, by deed dated February 10, 2011 and recorded in Condominium Deed Book 87, Page 289, in the Office of the Clerk of Fayette County, Kentucky.

CONDO MORTGAGE BOOK 190 PAGE 109

**I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: DOUG BRADLEY ,dc

201308090079

August 9, 2013

11:53:08 AM

Fees	\$16.00	Tax	\$.00
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Total Paid	\$16.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

105 - 109

Attachment 3

BOOK 2333 PAGE 234

*originals: Julie
copies: Bridgett*

DEED AND CERTIFICATION OF PURCHASE PRICE

THIS DEED OF CONVEYANCE, made and entered into this 30th day of **December, 2002**, by and between **GEORGE M. GUMBERT, JR.**, and **EVA M. GUMBERT**, husband and wife, whose address is 3337 Lansdowne Drive, Lexington, Kentucky 40502, hereinafter referred to as **GRANTORS**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576, hereinafter referred to as **GRANTEE**.

WITNESSETH: For and in consideration of the total sum of **SEVEN HUNDRED EIGHTY THOUSAND AND 00/100 (\$780,000.00)**, to be paid in two installments. the first such installment in the amount of \$230,000.00 being paid simultaneously herewith by **GRANTEE** to **GRANTOR**, the receipt of which is hereby acknowledged, and the balance of \$550,000.00 to be paid in a second installment not sooner than January 10, 2003 and not later than January 15, 2003, the repayment of the second installment being secured by **GRANTOR'S** retention of a Vendor's Lien, which lien is subordinate to the mortgage granted simultaneously herewith by **GRANTEES** to National City Bank of Kentucky securing the repayment of \$780,000.00, **GRANTORS** have **BARGAINED AND SOLD** and do hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

710 West High Street:

Beginning at the southwest corner of West High and Merino Streets, being the intersection of the southwest property line of West High Street and the northwest property line of Merino Street; thence with Merino Street S 48 deg. 15' W 176 feet, more or less, to the property conveyed by A.S. Denny and wife to John D. Allen, by deed recorded in Deed Book 209, Page 376, with the Fayette County Clerk's Office; thence with the line of said property line N 41 deg. 45' W 116 feet, more or less, to a point corner to same; thence S 48 deg. 15' W 128.5 feet, more or less, to corner to property now or formerly Adams; thence with the line of Adams S 41 deg. 45' E 114.8 feet, more or less, to the property line of Merino Street, being 8 feet from the curb line; thence with the line of Merino Street S 48 deg. 15' W 12 feet to a stone, corner to the property formerly Meehan; thence at right angles to the last line N 41 deg. 45' W 166.5 feet, more or less, to the line of property formerly Magee; thence again at right angles and parallel with Merino Street with the line of property formerly Magee N 48 deg. 15' E 140.5 feet to a stake, a new corner to Phelps (formerly); thence with Phelps for four calls: S 41 deg. 45' E 44 feet, N 48 deg. 15' E 24 feet, S 63 deg. 30' E 8 feet and N 48 deg. 15' E 100 feet, more or less, to High Street; thence with High Street S 63 deg. 30' E 127.2 feet, more or less, to the point of beginning.

Being the same property conveyed to George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife, by deed dated August 16, 1972, and of record in Deed Book 1056, Page 41, of the Fayette County Clerk's Office.

718 West High Street:

All of that tract or parcel of land with improvements thereon known as 718 West High Street, in the City of Lexington, Kentucky, and more fully described as follows:

Beginning at a point in the property line of the Southwest side of West High Street 127 feet from the corner of West High Street and Merino Street; thence four calls, all beginning with the line of Solar Corporation (formerly), South 48 deg 15' W 100.0 feet, North 63 deg. 30' W 8 feet, South 48 deg. 15' W 24 feet, and North 41 deg. 45' W 44 feet to a point in the property line formerly Magee; thence with the line of formerly Magee North 48 deg. 15' East 29 feet to a stake; thence in a Northeasterly direction 75 feet to a point on the property line on the Southwest side of West High Street; thence South 63 deg. 30' East 64.5 feet to the point of beginning.

Being the same property conveyed to George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife, by deed dated June 7, 1968, and found of record in Deed Book 936, Page 75, of the Fayette County Clerk's Office.

PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

TO HAVE AND TO HOLD the above described property unto the **GRANTEE**, its successors and assigns forever.


GRANTORS do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTORS'** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTORS** are lawfully seized in fee simple title to said property and have good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever nature, except as herein stated, and that **GRANTORS** will **WARRANT GENERALLY** the title to said property.


GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.


GRANTORS and **GRANTEE** do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hand of the GRANTORS and GRANTEE on this the date first above written.

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS
COUNTIES, INC.

By: 
Jack E. Burch, Jr., Executive Director



George M. Gumbert, Jr.


Eva M. Gumbert

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 30th day of December, 2002, by **GEORGE M. GUMBERT, JR.**, and **EVA M. GUMBERT**, husband and wife.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 30th day of December, 2002, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



James I. Murray
Morgan & Pottinger P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: Doug BRADLEY, dc

200212310159

December 31, 2002

10:57:58 AM

Fees \$14.00

Tax \$780.00

Total Paid \$794.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

234 - 238

DEED AND CERTIFICATION OF PURCHASE PRICE

THIS DEED OF CONVEYANCE, made and entered into this **23rd** day of **December, 2002**, by and between **George M. Gumbert, Jr. and Eva M. Gumbert**, husband and wife, whose address is 3337 Lansdowne Drive, Lexington, Kentucky 40502, hereinafter referred to as **GRANTORS**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576, hereinafter referred to as **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of **SEVENTY THOUSAND AND 00/100 (\$70,000.00) DOLLARS**, the receipt of which is hereby acknowledged, **GRANTORS** have **BARGAINED AND SOLD** and do hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

Beginning at a point 86 feet North of the alley on the west side of Merino Street, being the first alley south of High Street, and lying between the property formerly known as the A.S. Denny property (also formerly Old Ladies Home) and the Meehan (now or formerly) property; thence in a northerly direction along Merino Street 43 feet to a point in the line of Merino Street; thence in a westerly direction 123 1/2 feet , more or less, to a point in Shannon's (formerly) line; thence with Shannon's line in a southerly direction 43 feet to a point in said line; thence in an easterly direction and parallel to the above-mentioned line 123 1/2 feet, more or less, to the point of beginning, said premises being known as 321 Merino Street.

Being the same property conveyed to **George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife**, by deed dated August 16, 1972, and recorded in Deed Book 1056, Page 41, of the Fayette County Clerk's Office.

PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

TO HAVE AND TO HOLD the above described property unto the **GRANTEE**, its successors and assigns forever.

GRANTORS do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTORS'** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTORS** are lawfully seized in fee simple title to said property and have good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever

nature, except as herein stated, and that GRANTORS will WARRANT GENERALLY the title to said property.

GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.

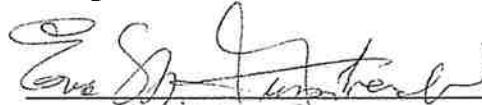
GRANTORS and GRANTEE do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hand of the GRANTORS and GRANTEE on this the date first above written.

**COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS
COUNTIES, INC.**

By: 
Jack E. Burch, Jr., Executive Director



George M. Gumbert, Jr.


Eva M. Gumbert

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 23rd day of December, 2002, by George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 23rd day of December, 2002, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug 5, 2004



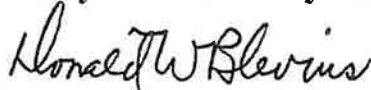
NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



James I. Murray
Morgan & Pottinger, P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200212310162

December 31, 2002

10:59:19 AM

Fees \$12.00

Tax \$70.00

Total Paid \$82.00

THIS IS THE LAST PAGE OF THE DOCUMENT

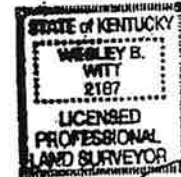
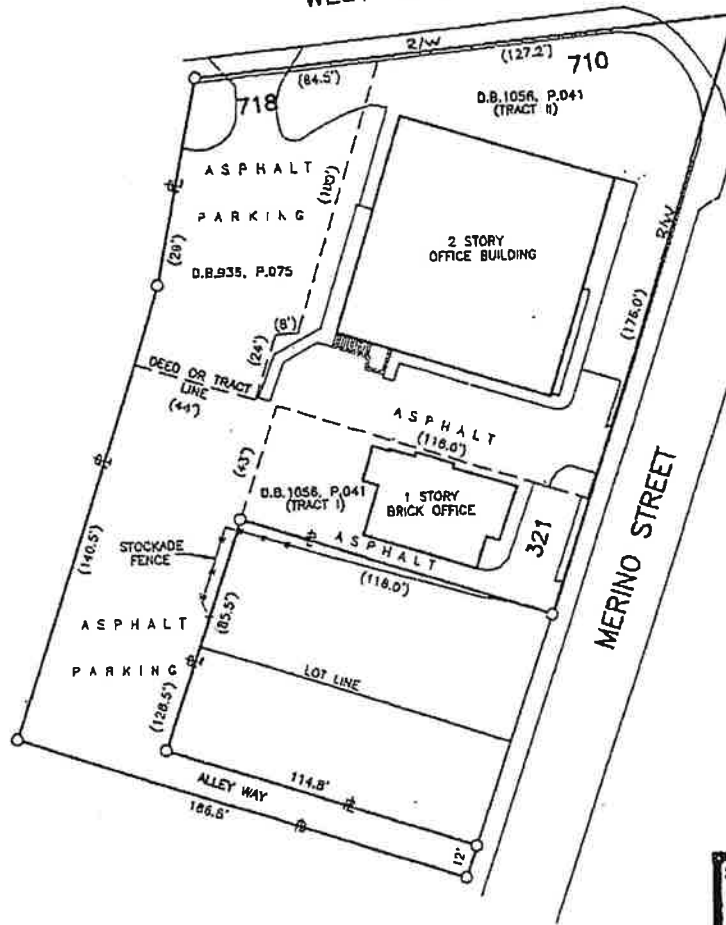
4 Pages

244 - 247

Betty
244-2219

JEFFERSON STREET

WEST HIGH STREET



Wesley B Witt

BASED ON FLOOD INSURANCE RATE MAP
210067 0080 C PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY
NO IMPROVEMENTS ON OR PORTION OF
THIS PROPERTY LIES WITHIN A FLOOD PLAIN.

PURPOSE

THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LIMITS OF THE PROPERTY (BASED ON DEED DIMENSIONS, NOT FIELD MEASUREMENTS) RELATIVE TO THE MAJOR IMPROVEMENTS CONSTRUCTED ON THE PROPERTY IN ORDER TO INSURE THAT NO IMPROVEMENTS ENCRANCH ONTO ADJOINING PROPERTIES AND TO DETERMINE THE PRESENCE (IF ANY) OF A FEMA FLOOD PLAIN. THIS INSPECTION DOES NOT MEET THE SPECIFICATIONS OF A LAND BOUNDARY SURVEY AS DEFINED BY THE COMMONWEALTH OF KENTUCKY NOR IS THIS DRAWING A RECORDABLE DOCUMENT.

MORTGAGE LOAN INSPECTION
OF THE:
GEORGE M. GUMBERT, JR.
& EVA M. GUMBERT

PROPERTY:

LOCATED AT:

710 & 718 WEST HIGH STREET
321 MERINO STREET

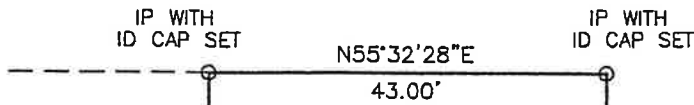
LEXINGTON, FAYETTE COUNTY, KENTUCKY

PREPARED BY:

WESLEY B. WITT, INC.
725 MILLPOND ROAD
LEXINGTON, KENTUCKY

"COMMUNITY ACTION COUNCIL"
D.B.2333. P.244

A S P H A L T



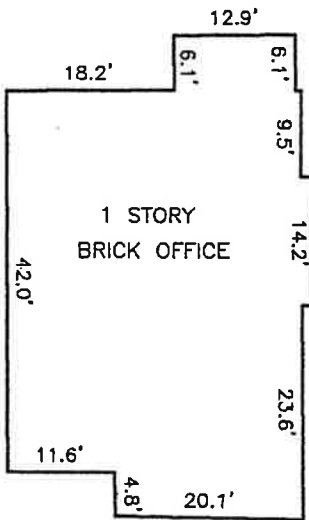
A S P H A L T

"COMMUNITY ACTION COUNCIL"
D.B.2333. P.244
(TRACT I)

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECTION UTILIZING BOTH RECORD DOCUMENTS AND FIELD MEASUREMENTS USING A SOKIA SE TOTAL STATION. THIS SURVEY WAS COMPLETED BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED ERROR OF CLOSURE OF THE TRAVERSE EXCEEDED 1:10000 AND WAS NOT ADJUSTED FOR CLOSURE. THIS SURVEY MEETS THE REQUIREMENTS OF A CLASS "A" (URBAN) SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY.

Wesley B Witt 06/13/03

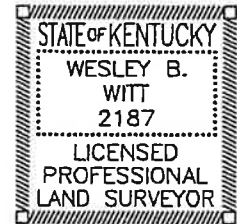
A S P H A L T
N34°27'32"W 116.00'



S34°27'32"E 116.00'

4988.0 SQ. FT.
0.11 ACRES

321



"COMMUNITY ACTION COUNCIL"
D.B.2333. P.244



IP WITH ID CAP SET

IP WITH ID CAP SET

R/W

C O N C R E T E S I D E W A L K

← TO WEST MAXWELL STREET
MERINO STREET
TO WEST HIGH STREET →

BOUNDARY SURVEY
OF A PORTION OF THE:
COMMUNITY ACTION COUNCIL
PROPERTY

LOCATED AT:
321 MERINO STREET

LEXINGTON, FAYETTE COUNTY, KENTUCKY

PREPARED BY:

WESLEY B. WITT, INC.
725 MILLPOND ROAD
LEXINGTON, KENTUCKY 40514
PHONE 859-296-5558, FAX 859-296-5643

BASIS OF BEARINGS IS ASSUMED.

THIS SURVEY WAS MADE WITHOUT BENEFIT OF A TITLE EXAMINATION PREPARED BY AN ATTORNEY. ANY EASEMENTS, ENCUMBERANCES, RESTRICTIVE COVENANTS OR OTHER FACTS THAT SUCH TITLE EXAMINATION MAY DISCLOSE HAVE NOT BEEN SHOWN.

JUNE, 2003 1"=20'



Attachment 32
710 W High Street
SQL Server Upgrade

Fiscal Year 2022-23 Budget
 July 1 - Jun 30

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (46,611)
4057 COMMUNICATIONS Total	\$ (46,611)
REV Total	\$ (46,611)
EXP	
4057 COMMUNICATIONS	
7111 EQUIPMENT OVER \$5000 EACH	\$ 11,995
7331 LICENSE & FEES EXPENSE	\$ 29,622
7980 MISCELLANEOUS EXPENSE	\$ 4,994
4057 COMMUNICATIONS Total	\$ 46,611
EXP Total	\$ 46,611
Grand Total	\$ (0)



Fiscal Year 2022-23 Budget
 July 1 - Jun 30

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (18,963)
4057 COMMUNICATIONS Total	\$ (18,963)
REV Total	\$ (18,963)
EXP	
4057 COMMUNICATIONS	
7110 MISC SUPPLIES	\$ 16,931
7980 MISCELLANEOUS EXPENSE	\$ 2,032
4057 COMMUNICATIONS Total	\$ 18,963
EXP Total	\$ 18,963
Grand Total	\$ 0



Hardware

Description	Price	Qty	Ext. Price
210-AKXJ PowerEdge R740;PowerEdge R740 Server	\$11,995.00	1	\$11,995.00
PowerEdge R740 Server			210-AKXJ-1-
PowerEdge R740/R740XD Motherboard			329-BEIK-1-
No Trusted Platform Module			461-AADZ-1-
Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration			321-BCSN-1-
PowerEdge R740 Shipping			340-BLKS-1-
PowerEdge R740 Shipping Material			340-CORZ-1-
PowerEdge R740 CCC and BIS Marking, No CE Marking			389-DSWS-1-
Intel Xeon Silver 4215R 3.2G, 8C/16T, 9.6GT/s, 11 M Cache, Turbo, HT (130W) DDR4-2400			338-BVKQ-1-
Intel Xeon Silver 4215R 3.2G, 8C/16T, 9.6GT/s, 11 M Cache, Turbo, HT (130W) DDR4-2400			338-BVKQ-1-
Additional Processor Selected			379-BDCO-1-
Standard 2U Heatsink			412-AAIR-1-
Standard 2U Heatsink			412-AAIR-1-
3200MT/s RDIMMs			370-AEVR-1-
Performance Optimized			370-AAIP-1-
RAID 1 + RAID 5			780-BCDR-1-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile			405-AAOE-1-
No Operating System			619-ABVR-1-
iDRAC9,Enterprise			385-BBKT-1-
iDRAC Group Manager, Enabled			379-BCQV-1-
iDRAC,Legacy Password			379-BCSG-1-
Riser Config 3, 2 x8, 3 x16 slots			330-BBHE-1-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC			540-BBUK-1-
No Internal Optical Drive			429-ABBJ-1-
6 Standard Fans for R740/R740XD			384-BBPY-1-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W			450-AJSC-1-
PowerEdge 2U Standard Bezel			325-BCHU-1-
Dell EMC Luggage Tag			350-BBKG-1-
No Quick Sync			350-BBJV-1-
Performance BIOS Settings			384-BBBL-1-
UEFI BIOS Boot Mode with GPT Partition			800-BBDM-1-
ReadyRails Sliding Rails			770-BBBQ-1-
No Systems Documentation, No OpenManage DVD Kit			631-AACK-1-
Dell Hardware Limited Warranty Plus On-Site Service			813-9119-1-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years			813-9123-1-



Hardware

Description	Price	Qty	Ext. Price
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended			813-9125-1 -
ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 7 Years			813-9135-1 -
Dell Limited Hardware Warranty Plus Service, Extended Year(s)			975-3462-1 -
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355			989-3439-1 -
Basic Deployment Dell Server R Series 1U/2U			804-6747-1 -
16GB RDIMM, 3200MT/s, Dual Rank			370-AEVQ-4 -
960GB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,			400-AXQU-2 -
1.92TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,			400-AXOP-5 -
No Media Required			421-5736-1 -
Intel Ethernet I350 Quad Port 1GbE BASE-T Adapter, PCIe Full Height			540-BBDD-2 -
QLogic FastLinQ 41164 Quad Port 10GbE SFP+ Adapter, PCIe Full Height			540-BCHE-1 -
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)			450-AALV ⁻²

 Subtotal: **\$11,995.00**

3yr Up Front

Description	Price	Qty	Ext. Price
7JQ-01717 Microsoft SQL Server Enterprise Edition - License & Software Assurance - 2 Core - Volume, Charity, Additional Product, 3 Year Acquired Year 1 - Microsoft Open Value - PC	\$9,624.00	3	\$28,872.00
9EM-00807 Microsoft Windows Server Standard Edition - License & Software Assurance - 16 Core - Volume, Charity, Additional Product, 3 Year Acquired Year 1 - Microsoft Open Value	\$750.00	1	\$750.00

 Subtotal: **\$29,622.00**

3yr Payment Plan

* Optional

Description	Price	Qty	Ext. Price
7JQ-01677 Microsoft SQL Server Enterprise Edition - License & Software Assurance - 2 Core - Volume, Charity, Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value - PC	\$3,208.00	3	\$9,624.00
9EM-00783 Microsoft Windows Server Standard Edition - License & Software Assurance - 16 Core - Volume, Charity, Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value	\$250.00	1	\$250.00



3yr Payment Plan

*** Optional**

Description	Price	Qty	Ext. Price
* Optional Subtotal:			\$9,874.00



Dell PowerEdge R740 Server & Microsoft Licenses

Bill To:

Community Action Council
 710 W High St
 Lexington, KY 40508-2451
 Lisbet Santana
 (859) 233-4600
 lisbet.santana@commaction.org

Ship To:

Community Action Council
 710 W High St
 Lexington, KY 40508-2451
 Michael Ward
 (859) 233-4600
 michael.ward@commaction.org

Quote Information:

Quote #: 048220
 Version: 1
 Quote Date: 05/31/2022
 Expiration Date: 06/07/2022

Quote Summary

Description	Amount
Hardware	\$11,995.00
3yr Up Front	\$29,622.00
Total:	\$41,617.00

*Optional Expenses

Description	One-Time
3yr Payment Plan	\$9,874.00
Optional Subtotal:	\$9,874.00

Please note:

- Return policies vary per manufacturer. (Apple, McAfee and Symantec all have a no returns policy)
- Custom configured items/built-to-order items are non-returnable.
- Start dates and end dates for renewals may change based on the manufacturer's guidelines, policies, renewal order date, or date of activation.
- Lift-gate services, inside delivery and second floor delivery services will incur additional charges.
- Price is subject to change based on potential fluctuation of trade tariff regulation.

Shipping Note: Inside delivery and/or lift gate charges may be incurred at the time of delivery.

Due to changing/expiring promotions from manufacturers, we cannot guarantee pricing if an item does not ship in the same month of the quote or order. This includes instances where an order was invoiced before shipment by special request from the customer. Please reach out to your CCB Account Manager with questions.



HQ - Racine

Signature: _____

Name: Paula Rorek

Title: National Account Manager

Date: 05/31/2022

Community Action Council

Signature: _____

Name: Michael Ward

Date: _____



Attachment 17

Quote

Next Century Technologies
1795 Alysheba Way, Unit 5104
Lexington, KY 40509
United States

T: 859-245-0582

Prepared for Community Action Council
Avery Mullins
710 W High St
Lexington, KY 40508
United States

T: 859-287-1026
E: avery.mullins@commaction.org

Quote #	1202 v4
Date	05/26/2022
Expires	06/21/2022
Contact	Ronnie Goodpaster

ACCEPT

CAC (8) 1.92 TB Hard Drives

One-Time Fees

Item	Qty	Price	Total
Hardware	8	\$2,116.40	\$16,931.20 [†]
Dell 1.92TB SAS Read Intensive 12Gbps 2.5in drive			

[†] Non-taxable item

Please contact us if you have any questions.

KY Sales Tax: 221116

One-Time Subtotal	\$16,931.20
KY Sales Tax (6%)	\$0.00
Total One-Time	\$16,931.20 USD

ACCEPT



**Fiscal Year 2022-23 Budget
July 1 - Jun 30**

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (8,041)
4057 COMMUNICATIONS Total	\$ (8,041)
REV Total	\$ (8,041)
EXP	
4057 COMMUNICATIONS	
7130 CONTRACTS EXPENSE	\$ 7,179
7980 MISCELLANEOUS EXPENSE	\$ 861
4057 COMMUNICATIONS Total	\$ 8,041
EXP Total	\$ 8,041
Grand Total	\$ 0



**Fiscal Year 2022-23 Budget
July 1 - Jun 30**

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (19,979)
4057 COMMUNICATIONS Total	\$ (19,979)
REV Total	\$ (19,979)
EXP	
4057 COMMUNICATIONS	
7130 CONTRACTS EXPENSE	\$ 17,839
7980 MISCELLANEOUS EXPENSE	\$ 2,141
4057 COMMUNICATIONS Total	\$ 19,979
EXP Total	\$ 19,979
Grand Total	\$ 0



Fiscal Year 2022-23 Budget
July 1 - Jun 30

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (44,436)
4057 COMMUNICATIONS Total	\$ (44,436)
REV Total	\$ (44,436)
EXP	
4057 COMMUNICATIONS	
7130 CONTRACTS EXPENSE	\$ 39,675
7980 MISCELLANEOUS EXPENSE	\$ 4,761
4057 COMMUNICATIONS Total	\$ 44,436
EXP Total	\$ 44,436
Grand Total	\$ 0



Fiscal Year 2022-23 Budget
July 1 - Jun 30

	New Budget
REV	
4057 COMMUNICATIONS	
4010 GRANT REVENUE	\$ (8,825)
4057 COMMUNICATIONS Total	\$ (8,825)
REV Total	\$ (8,825)
EXP	
4057 COMMUNICATIONS	
7130 CONTRACTS EXPENSE	\$ 7,879
7980 MISCELLANEOUS EXPENSE	\$ 946
4057 COMMUNICATIONS Total	\$ 8,825
EXP Total	\$ 8,825
Grand Total	\$ 0



Attachment 17

Quote

Next Century Technologies
1795 Alysheba Way, Unit 5104
Lexington, KY 40509
United States

T: 859-245-0582

Prepared for Community Action Council
Avery Mullins
710 W High St
Lexington, KY 40508
United States

T: 859-287-1026
E: avery.mullins@commaction.org

Quote #	1202 v4
Date	05/26/2022
Expires	06/21/2022
Contact	Ronnie Goodpaster

ACCEPT

CAC (8) 1.92 TB Hard Drives

One-Time Fees

Item	Qty	Price	Total
Hardware	8	\$2,116.40	\$16,931.20 [†]
Dell 1.92TB SAS Read Intensive 12Gbps 2.5in drive			

[†] Non-taxable item

Please contact us if you have any questions.

KY Sales Tax: 221116

One-Time Subtotal	\$16,931.20
KY Sales Tax (6%)	\$0.00
Total One-Time	\$16,931.20 USD

ACCEPT

Statement of Work

Company: Community Action
Project Description: Russel Phone line cabling and demo
Job Number: 2022-285
Date: 6/1/2022

Scope of Work:

1. Furnish and install new phone cabling
 - a. Furnish and install one (1) Cat 6 plenum data cable from the server room to twenty (20) locations for a total of twenty (20) data cables
 - b. Furnish and install one (1) 24 port modular patch panel
 - c. Furnish and install data jacks and face plates as needed
 - d. Furnish and install jhooks as needed
 - e. Demo existing phone lines from the wall location to the MDF
 - f. Certify and label

Exclusions & Assumptions:

1. Network equipment (i.e., switches, phones, computers, etc.) supplied by others
2. Demo work to be completed after new phones system install
3. New phone jacks will be in existing plates/locations, when possible, old phone jacks will hang loose until demo is complete

Lump Sum Fee:

Materials: \$ 2,509.80
Labor: \$ 2,669.34
Demo: \$ 2000.00

Total: \$ 7,179.14

Sincerely,

Greg Asbury
Account Sales Representative
LoVo Systems, Inc.

Terms and Conditions:

- This Statement of Work is valid for 30 days.
- Terms are Net 30. Late payments will be charged 1.5% interest per month.
- Materials are billed to customer once product has been received.
- Labor is billed on a monthly basis based on percentage completion of project.
- All work is to be performed during normal business hours: 8:00 am – 6:00 pm. Additional charges will apply to work requested by the customer outside of the normal business hours.
- Equipment warranties will be extended from manufacturer to end user. Labor warranty is one year.
- All information in this Statement of Work is confidential and may not be distributed to others.

Statement of Work

Company: Community Action
Project Description: Phone line cabling and demo
Job Number: 2022-282
Date: 6/1/2022

Scope of Work:

1. Furnish and install new phone cabling in the Basement
 - a. Furnish and install one (1) Cat 6 plenum data cable from the server room to forty-nine (49) locations for a total of forty-nine (49) data cables
 - b. Furnish and install one (1) 48 port modular patch panel
 - c. Furnish and install one (1) ladder tray from the wall to the rack
 - d. Furnish and install data jacks and face plates as needed
 - e. Furnish and install wire mold and surface mounted boxes as needed
 - f. Move approximately five (5) phone lines and trace
 - g. Demo existing phone lines from the wall location to the MDF
 - h. Grommet and wire protectors in training room
 - i. Certify and label

Exclusions & Assumptions:

1. Network equipment (i.e., switches, phones, computers, etc.) supplied by others
2. Demo work to be completed after new phones system install
3. New phone jacks will be in existing plates/locations, when possible, old phone jacks will hang loose until demo is complete

Lump Sum Fee:

Materials: \$ 5,445.22
Labor: \$ 6,893.46
Demo: \$ 5,500.00

Total: \$ 17,838.68

Sincerely,

Greg Asbury
Account Sales Representative
LoVo Systems, Inc.

Terms and Conditions:

- This Statement of Work is valid for 30 days.
- Terms are Net 30. Late payments will be charged 1.5% interest per month.
- Materials are billed to customer once product has been received.
- Labor is billed on a monthly basis based on percentage completion of project.
- All work is to be performed during normal business hours: 8:00 am – 6:00 pm. Additional charges will apply to work requested by the customer outside of the normal business hours.
- Equipment warranties will be extended from manufacturer to end user. Labor warranty is one year.
- All information in this Statement of Work is confidential and may not be distributed to others.

Statement of Work

Company: Community Action
Project Description: Phone line cabling and demo
Job Number: 2022-281
Date: 5/31/2022

Scope of Work:

1. Furnish and install new phone cabling in the Basement
 - a. Furnish and install one (1) Cat 6 plenum data cable from the server room to twenty-two (22) locations for a total of twenty-two (22) data cables
 - b. Furnish and install one (1) 24 port modular patch panel
 - c. Furnish and install three (3) vertical cable management
 - d. Furnish and install data jacks and face plates as needed
 - e. Furnish and install wire mold as needed
 - f. Demo existing phone lines from the wall location to the MDF
 - g. Demo existing phone system patch panels and patch cables
 - h. Certify and label

2. First Floor
 - a. Furnish and install one (1) Cat 6 plenum data cable from the first floor IDF to thirty (30) locations for a total of thirty (30) data cables
 - b. Furnish and install one (1) 48 port modular patch panel
 - c. Furnish and install two (2) vertical 4U wall brackets
 - d. Furnish and install one (1) 2U swing out wall bracket
 - e. Furnish and install wire management
 - f. Furnish and install one (1) extended battery pack for existing UPS
 - g. Furnish and install data jacks and face plates as needed
 - h. Furnish and install grommet and wire protectors as needed in first floor conference rooms
 - i. Demo existing phone lines from the wall location to the MDF
 - j. Demo existing phone system patch panels and patch cables
 - k. Certify and label

3. Second Floor
 - a. Furnish and install one (1) Cat 6 plenum data cable from the second floor IDF to forty-one (41) locations for a total of forty-one (41) data cables
 - b. Furnish and install one (1) 48 port modular patch panel
 - c. Furnish and install two (2) vertical 4U wall brackets
 - d. Furnish and install one (1) 4U swing out wall bracket
 - e. Furnish and install wire management
 - f. Furnish and install one (1) extended battery pack for existing UPS
 - g. Furnish and install data jacks and face plates as needed
 - h. Furnish and install grommet and wire protectors as needed in second floor conference rooms
 - i. Demo existing phone lines from the wall location to the MDF
 - j. Demo existing phone system patch panels and patch cables

k. Certify and label

Exclusions & Assumptions:

1. Network equipment (i.e., switches, phones, computers, etc.) supplied by others
2. Demo work to be completed after new phones system install
3. New phone jacks will be in existing plates/locations, when possible, old phone jacks will hang loose until demo is complete

Lump Sum Fee:

Materials:	\$ 13,849.12
Labor:	\$ 13,925.66
Demo:	\$ 11,900.00

Total: \$ 39,674.78

Sincerely,

Greg Asbury
Account Sales Representative
LoVo Systems, Inc.

Terms and Conditions:

- This Statement of Work is valid for 30 days.
- Terms are Net 30. Late payments will be charged 1.5% interest per month.
- Materials are billed to customer once product has been received.
- Labor is billed on a monthly basis based on percentage completion of project.
- All work is to be performed during normal business hours: 8:00 am – 6:00 pm. Additional charges will apply to work requested by the customer outside of the normal business hours.
- Equipment warranties will be extended from manufacturer to end user. Labor warranty is one year.
- All information in this Statement of Work is confidential and may not be distributed to others.

Statement of Work

Company: Community Action
Project Description: Trent Phone line cabling and demo
Job Number: 2022-283
Date: 6/1/2022

Scope of Work:

1. Furnish and install new phone cabling
 - a. Furnish and install one (1) Cat 6 plenum data cable from the server room to fifteen (15) locations for a total of fifteen (15) data cables
 - b. Furnish and install one (1) 24 port modular patch panel
 - c. Furnish and install data jacks and face plates as needed
 - d. Furnish and install one (1) rack slides
 - e. Furnish and install one (1) extended battery pack for existing UPS
 - f. Demo existing phone lines from the wall location to the MDF
 - g. Certify and label

Exclusions & Assumptions:

1. Network equipment (i.e., switches, phones, computers, etc.) supplied by others
2. Demo work to be completed after new phones system install
3. New phone jacks will be in existing plates/locations, when possible, old phone jacks will hang loose until demo is complete

Lump Sum Fee:

Materials: \$ 3,244.76
Labor: \$ 2,634.57
Demo: \$ 2,000.00

Total: \$ 7,879.33

Sincerely,

Greg Asbury
Account Sales Representative
LoVo Systems, Inc.

Terms and Conditions:

- This Statement of Work is valid for 30 days.
- Terms are Net 30. Late payments will be charged 1.5% interest per month.
- Materials are billed to customer once product has been received.
- Labor is billed on a monthly basis based on percentage completion of project.
- All work is to be performed during normal business hours: 8:00 am – 6:00 pm. Additional charges will apply to work requested by the customer outside of the normal business hours.
- Equipment warranties will be extended from manufacturer to end user. Labor warranty is one year.
- All information in this Statement of Work is confidential and may not be distributed to others.

DEED AND CERTIFICATION OF PURCHASE PRICE

THIS DEED OF CONVEYANCE, made and entered into this **6th** day of **January, 2003**, by and between **THE CAMBRIDGE GROUP, LLC**, a Kentucky limited liability company, whose address is 2300 Regency Road, Lexington, Kentucky 40503, hereinafter referred to as **GRANTOR**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576-1610, hereinafter referred to as **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS**, the receipt of which is hereby acknowledged, **GRANTOR** has **BARGAINED AND SOLD** and does hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

Being all of Lot Nos. 1-F, 1-G, 1-H and 1-K, in Block "E", Unit 1-B, of the Cardinal Valley Subdivision, as shown on the Amended Plat No. 2 of record in Plat Cabinet B, Slide 124 (formerly Plat Book 17, Page 73), in the Fayette County Clerk's Office, to which plat reference is hereby made for a more particular description; the improvements thereon being known as 1902 Cambridge Drive.

Being the same property conveyed to The Cambridge Group, LLC, a Kentucky limited liability company, by deed dated July 1, 1997, and recorded in Deed Book 1921, Page 89, of the Fayette County Clerk's Office.

PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

TO HAVE AND TO HOLD the above described property unto the **GRANTEE**, its successors and assigns forever.

GRANTOR do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTOR'S** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTOR** is lawfully seized in fee simple title to said property and has good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever nature, except as herein stated, and that **GRANTOR** will **WARRANT GENERALLY** the title to said property.

GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.

GRANTOR and GRANTEE do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

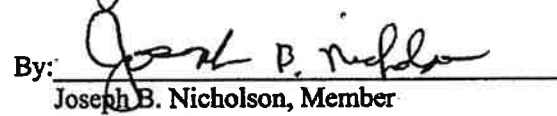
IN TESTIMONY WHEREOF, witness the hand of the GRANTOR and GRANTEE on this the date first above written.

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., a Kentucky non-profit corporation

THE CAMBRIDGE GROUP, LLC, a Kentucky limited liability company

By: 
Jack E. Burch, Jr., Executive Director

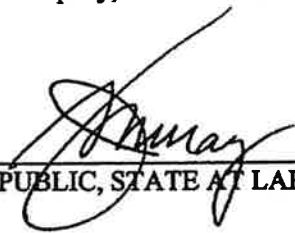
By: 
J. Carson Evans, Member

By: 
Joseph B. Nicholson, Member

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 6th day of January, 2003, by J. Carson Evans and Joseph B. Nicholson, Members of **THE CAMBRIDGE GROUP, LLC**, a Kentucky limited liability company, for and on behalf of said company.

My commission expires: Aug 5, 2004




NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

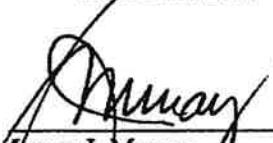
The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 6th day of January, 2003, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug 5, 2004



NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



James I. Murray
Morgan & Pottinger, P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200301070406

January 7, 2003

15:55:48 PM

Fees \$12.00

Tax \$250.00

Total Paid \$262.00

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

400 - 403

DEED AND CERTIFICATION OF PURCHASE PRICE

THIS DEED OF CONVEYANCE, made and entered into this 23rd day of December, 2002, by and between **George M. Gumbert, Jr. and Eva M. Gumbert**, husband and wife, whose address is 3337 Lansdowne Drive, Lexington, Kentucky 40502, hereinafter referred to as **GRANTORS**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576, hereinafter referred to as **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of **SEVENTY THOUSAND AND 00/100 (\$70,000.00) DOLLARS**, the receipt of which is hereby acknowledged, **GRANTORS** have **BARGAINED AND SOLD** and do hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

Beginning at a point 86 feet North of the alley on the west side of Merino Street, being the first alley south of High Street, and lying between the property formerly known as the A.S. Denny property (also formerly Old Ladies Home) and the Meehan (now or formerly) property; thence in a northerly direction along Merino Street 43 feet to a point in the line of Merino Street; thence in a westerly direction 123 1/2 feet, more or less, to a point in Shannon's (formerly) line; thence with Shannon's line in a southerly direction 43 feet to a point in said line; thence in an easterly direction and parallel to the above-mentioned line 123 1/2 feet, more or less, to the point of beginning, said premises being known as 321 Merino Street.

Being the same property conveyed to **George M. Gumbert, Jr. and Eva M. Gumbert**, husband and wife, by deed dated August 16, 1972, and recorded in Deed Book 1056, Page 41, of the Fayette County Clerk's Office.

PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

TO HAVE AND TO HOLD the above described property unto the **GRANTEE**, its successors and assigns forever.

GRANTORS do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTORS'** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTORS** are lawfully seized in fee simple title to said property and have good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever

nature, except as herein stated, and that GRANTORS will WARRANT GENERALLY the title to said property.

GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.

GRANTORS and GRANTEE do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hand of the GRANTORS and GRANTEE on this the date first above written.

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS
COUNTIES, INC.

By: [Signature]
Jack E. Burch, Jr., Executive Director

[Signature]
George M. Gumbert, Jr.

[Signature]
Eva M. Gumbert

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 23rd day of December, 2002, by George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife.

My commission expires: Aug 5, 2004

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

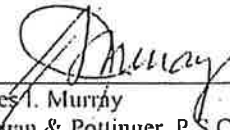
The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 23rd day of December, 2002, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug. 5, 2004



NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



James I. Murray
Morgan & Pottinger, P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200212310162

December 31, 2002

10:59:19 AM

Fees \$12.00

Tax \$70.00

Total Paid \$82.00

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

244 - 247

DEED AND CERTIFICATION OF PURCHASE PRICE

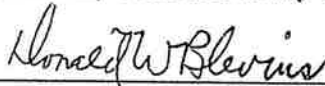
THIS DEED OF CONVEYANCE, made and entered into this 30th day of December, 2002, by and between **GEORGE M. GUMBERT, JR.**, and **EVA M. GUMBERT**, husband and wife, whose address is 3337 Lansdowne Drive, Lexington, Kentucky 40502, hereinafter referred to as **GRANTORS**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576, hereinafter referred to as **GRANTEE**.

WITNESSETH: For and in consideration of the total sum of **SEVEN HUNDRED EIGHTY THOUSAND AND 00/100 (\$780,000.00)**, to be paid in two installments, the first such installment in the amount of \$230,000.00 being paid simultaneously herewith by **GRANTEE** to **GRANTOR**, the receipt of which is hereby acknowledged, and the balance of \$550,000.00 to be paid in a second installment not sooner than January 10, 2003 and not later than January 15, 2003, the repayment of the second installment being secured by **GRANTOR'S** retention of a Vendor's Lien, which lien is subordinate to the mortgage granted simultaneously herewith by **GRANTEES** to National City Bank of Kentucky securing the repayment of \$780,000.00, **GRANTORS** have **BARGAINED AND SOLD** and do hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

710 West High Street:

Beginning at the southwest corner of West High and Merino Streets, being the intersection of the southwest property line of West High Street and the northwest property line of Merino Street; thence with Merino Street S 48 deg. 15' W 176 feet, more or less, to the property conveyed by A.S. Denny and wife to John D. Allen, by deed recorded in Deed Book 209, Page 376, with the Fayette County Clerk's Office; thence with the line of said property line N 41 deg. 45' W 116 feet, more or less, to a point corner to same; thence S 48 deg. 15' W 128.5 feet, more or less, to corner to property now or formerly Adams; thence with the line of Adams S 41 deg. 45' E 114.8 feet, more or less, to the property line of Merino Street, being 8 feet from the curb line; thence with the line of Merino Street S 48 deg. 15' W 12 feet to a stone, corner to the property formerly Meehan; thence at right angles to the last line N 41 deg. 45' W 166.5 feet, more or less, to the line of property formerly Magee; thence again at right angles and parallel with Merino Street with the line of property formerly Magee N 48 deg. 15' E 140.5 feet to a stake, a new corner to Phelps (formerly); thence with Phelps for four calls: S 41 deg. 45' E 44 feet, N 48 deg. 15' E 24 feet, S 63 deg. 30' E 8 feet and N 48 deg. 15' E 100 feet, more or less, to High Street; thence with High Street S 63 deg. 30' E 127.2 feet, more or less, to the point of beginning.

I, Donald W Blevius, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200212310161

December 31, 2002

10:58:41 AM

Fees \$14.00

Tax \$0.00

Total Paid \$14.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

239 - 243

in whole or in part. Upon payment of the aforesaid indebtedness and performance of all other obligations under the aforesaid loan papers, this Assignment shall be null and void and same shall be released of record by Bank, at Borrower's expense.

This Assignment is supplementary to and not in substitution for or in derogation of the assignment of rents relative to the subject premises contained in that certain mortgage to secure debt of even date executed by Borrower in favor of Bank to secure the subject loan.

IN WITNESS THEREOF, this Assignment of Leases and Rents has been duly executed by Borrower or its duly authorized representative(s).

BORROWER:

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.

By: 
Jack E. Burch, Jr., Executive Director

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on December 30, 2002, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My Commission expires: Aug 5, 2004


NOTARY PUBLIC, KY, STATE AT LARGE

PREPARED BY:


JAMES I. MURRAY
MORGAN & POTTINGER, P.S.C.
133 West Short Street
Lexington, Kentucky 40506
direct dial: 859.226.5281
fax: 859.255.2038

If Borrower should be in default on the subject indebtedness hereunder or in the performance of any obligation under the loan papers executed in connection therewith, Bank shall have the right, at its option, to promote, oversee or manage the subject's premises to the extent deemed necessary by Bank through such means as it may select.

A demand on any lessee or any other person by the Bank for the payment to Bank of any sum due Borrower under any lease or otherwise, upon any default of Borrower and the exercise by Bank of its rights and remedies hereunder, shall be sufficient to warrant any such lessee or other person to make such payment to the Bank without the necessity for further consent by Borrower, and Borrower hereby grants Borrower's power of attorney to Bank for such purpose, said power being coupled with an interest and irrevocable for the term hereof. The Bank shall not be liable for any loss sustained by Borrower or any other person relative to the premises or any portion hereof or the maintenance or operation of same under or by reason of this Assignment. Borrower shall, and does hereby agree, to indemnify the Bank, its officers, agents and employees for, and to hold such parties and each of them harmless from, any and all liability, loss or damage which may or might be incurred under or by reason of this Assignment and also from any and all claims and demands whatsoever which may be asserted against any of such parties by reason of any actual or alleged obligations or undertakings of the part of Bank to perform or discharge any of the terms, covenants, or agreements related to operation, use and occupancy of the premises or any premises, or by reason of alleged or actual dangerous or defective condition or conditions of the premises resulting in loss or injury to any person or property. Borrower further agrees to indemnify Bank, its officers, agents and employees against all claims, actions, liabilities, judgments, costs and attorney's fees made against or incurred by Bank as a consequence of Bank's receiving in fact or allegedly receiving funds from the premises claimed by third person either before or after payment is full of the indebtedness secured hereby. Should Bank, its officers, agents or employees incur any such liability under or by reason of this Assignment or in defense of any such damages, injuries, claims or demands as heretofore described, the amount thereof, including all costs, expenses, attorney's fees, court costs, expenses and interest shall be secured hereby and shall bear interest until paid at an annual rate equal to Three Percent (3%) over the interest rate then charged Borrower by Bank on the principal of the note secured hereby. Borrower shall reimburse the Bank therefore immediately upon demand, and upon the failure of Borrower to do so, the Bank may, at its option, declare all sums secured hereby and due under said note or otherwise immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of said premises, nor the carrying out of any of the terms and conditions of any lease or occupancy agreement, on Bank.

Anything to the contrary notwithstanding, the Borrower hereby assigns to the Bank: (i) any payment or award hereafter made to the Borrower in any court proceedings involving any lessee in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court with respect to the lessee under any lease hereby assigned; and (ii) any and all payments made by any such lessee in lieu of or in addition to rent. The Borrower hereby appoints the Bank as the Borrower's irrevocable attorney-in-fact to appear in any such action and to collect any such award or judgment.

In the event of any inconsistency in the terms and provision of this or any other loan document as to rights and remedies of the Bank, or in the event of any such inconsistency as between or among any two (2) or more loan documents, then in any such event Bank shall have the right at its sole option to elect which of such provisions shall govern. The invalidity or unenforceability of any one (1) or more phrases, sentences, clauses or paragraphs of this instrument shall not affect the validity or enforceability of the remaining portions of this instrument, or of any part hereof.

The Assignment shall remain in full force and effect for as long as any sum or obligation owing to the Bank under the note secured hereby or under any other loan document remains unpaid or unperformed

718 West High Street:

All of that tract or parcel of land with improvements thereon known as 718 West High Street, in the City of Lexington, Kentucky, and more fully described as follows:

Beginning at a point in the property line of the Southwest side of West High Street 127 feet from the corner of West High Street and Merino Street; thence four calls, all beginning with the line of Solar Corporation (formerly), South 48 deg 15' W 100.0 feet, North 63 deg. 30' W 8 feet, South 48 deg. 15' W 24 feet, and North 41 deg. 45' W 44 feet to a point in the property line formerly Magee; thence with the line of formerly Magee North 48 deg. 15' East 29 feet to a stake; thence in a Northeasterly direction 75 feet to a point on the property line on the Southwest side of West High Street; thence South 63 deg. 30' East 64.5 feet to the point of beginning.

Both properties being the same conveyed to Borrower by deed dated December 30, 2002, and filed simultaneously herewith in the Fayette County Clerk's Office.

The leases subject to this assignment shall include all leases now existing or to be entered in the future.

And the Borrower hereby warrants to the Bank that: Borrower has not executed any prior assignment of said leases or rents (other than that contained in a certain mortgage to secure debt of even date in favor of Bank); nor performed any act or executed any other instrument which might prevent Bank from exercising its rights and remedies under any of the terms and conditions of this Assignment or which would limit Bank in such exercise; all leases as are now or hereafter will be subject to the lien hereof and will be in full force and effect for the full term hereof; no default exists by any party to any lease now affecting the premises or any part thereof as would give any other party to any such lease the right to terminate the lease.

And the Borrower hereby agrees, for so long as the aforesaid indebtedness or obligations or any part thereof shall remain unpaid or unperformed: that should Bank so require, the Bank's approval shall be obtained prior to entering, modifying or terminating any lease relative to the premises or any portion thereof; upon Bank's request, to furnish Bank with true copies of any lease affecting the premises; to perform all covenants and agreements on its part to be performed under any such lease so as not to permit a cancellation thereof; nor to make any other assignment, pledge or other disposition of any such lease or any of such rents or revenues, nor to make any changes with respect to the computation of rent due under any such lease, nor to modify, alter or amend materially any such lease nor reduce any rent nor shorten the term or adversely affect in any other respect to any material extent the rights of Borrower or Bank thereunder or consent to any assignment or sublease of the lessee's interest thereunder, without having obtained the prior written consent of Bank by its duly authorized officer. Any such acts, if done without the consent of the Bank as aforesaid, shall be null and void and shall constitute a default hereunder and on the loan hereby secured.

While this is a present assignment, Bank will not exercise any of its rights and remedies hereunder unless and until Borrower should be in default hereunder or on the note secured or on any other document evidencing, securing or otherwise pertaining to the subject loan. In the event of any such default the Bank may immediately collect such rents as they become due, and apply the same, less Banks' cost and expense of collection thereof, to payment of any or all indebtedness (both principal and interest) secured hereby then remaining unpaid, and Bank may further elect to act in all respects as Borrower might under any such lease. The foregoing may be enforced in conjunction with or independent of a foreclosure action, and with or without application to a court of competent jurisdiction.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (hereafter "Assignment") is made and entered into December 30, 2002, by and between **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation (hereafter "Borrower") and **NATIONAL CITY BANK OF KENTUCKY**, a national banking association with offices at 301 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereafter "Bank").

WITNESSETH

For and in consideration of a loan dated December 30, 2002, in a principal amount not to exceed **SEVEN HUNDRED EIGHTY THOUSAND AND 00/100 (\$780,000.00) DOLLARS**, evidenced by a note payable to the order of Bank in said amount, said loan and the note of even date evidencing same being due on or before **February 28, 2003**, Borrower desiring to secure payment of said indebtedness and note by this Assignment, and further desiring to secure Bank in the payment and performance of all other covenants and conditions undertaken by Borrower in any and all other instruments and agreements heretofore or hereafter executed by Borrower in connection with the instant loan transaction;

NOW THEREFORE, for the purpose of securing payment of said loan and the note evidencing same and reducing or paying the amounts (both principal and interest) due or to become due from time to time thereon, and discharging each and every obligation imposed on Borrower by the note secured hereby and by all other instruments executed in connection with the instant loan. Borrower does hereby unconditionally assign, transfer and set over and agrees to pay Bank all right, title, revenues, profits and interests of the Borrower in, to and under all leases of any and every kind now or hereafter existing and in and to all rents and revenue payable (whether or not payable pursuant to a lease) with respect to any portion of the premises subject hereto. Said premises, located in or near Lexington, Fayette County, Kentucky, are more particularly described as follows:

710 West High Street:

Beginning at the southwest corner of West High and Merino Streets, being the intersection of the southwest property line of West High Street and the northwest property line of Merino Street; thence with Merino Street S 48 deg. 15' W 176 feet, more or less, to the property conveyed by A.S. Denny and wife to John D. Allen, by deed recorded in Deed Book 209, Page 376, with the Fayette County Clerk's Office; thence with the line of said property line N 41 deg. 45' W 116 feet, more or less, to a point corner to same; thence S 48 deg. 15' W 128.5 feet, more or less, to corner to property now or formerly Adams; thence with the line of Adams S 41 deg. 45' E 114.8 feet, more or less, to the property line of Merino Street, being 8 feet from the curb line; thence with the line of Merino Street S 48 deg. 15' W 12 feet to a stone corner to the property formerly Meehan; thence at right angles to the last line N 41 deg. 45' W 166.5 feet, more or less, to the line of property formerly Magee; thence again at right angles and parallel with Merino Street with the line of property formerly Magee N 48 deg. 15' E 140.5 feet to a stake, a new corner to Phelps (formerly); thence with Phelps for four calls: S 41 deg. 45' E 44 feet, N 48 deg. 15' E 24 feet, S 63 deg. 30' E 8 feet and N 48 deg. 15' E 100 feet, more or less, to High Street; thence with High Street S 63 deg. 30' E 127.2 feet, more or less, to the point of beginning.

RETURN TO PREPARER

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: Doug BRADLEY, dc

200212310159

December 31, 2002

10:57:58 AM

Fees \$14.00

Tax \$780.00


Total Paid \$794.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

234 - 238


THIS INSTRUMENT PREPARED BY:

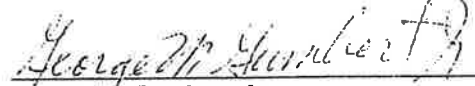


James I. Murray
Morgan & Pottinger P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

IN TESTIMONY WHEREOF, witness the hand of the GRANTORS and GRANTEE on this the date first above written.

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS
COUNTIES, INC.

By: 
Jack E. Burch, Jr., Executive Director


George M. Gumbert, Jr.


Eva M. Gumbert

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 30th day of December, 2002, by **GEORGE M. GUMBERT, JR.**, and **EVA M. GUMBERT**, husband and wife.


My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 30th day of December, 2002, by Jack E. Burch, Jr., as Executive Director of **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

Being the same property conveyed to George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife, by deed dated August 16, 1972, and of record in Deed Book 1056, Page 41, of the Fayette County Clerk's Office.

718 West High Street:

All of that tract or parcel of land with improvements thereon known as 718 West High Street, in the City of Lexington, Kentucky, and more fully described as follows:

Beginning at a point in the property line of the Southwest side of West High Street 127 feet from the corner of West High Street and Merino Street; thence four calls, all beginning with the line of Solar Corporation (formerly), South 48 deg 15' W 100.0 feet, North 63 deg. 30' W 8 feet, South 48 deg. 15' W 24 feet, and North 41 deg. 45' W 44 feet to a point in the property line formerly Magee; thence with the line of formerly Magee North 48 deg. 15' East 29 feet to a stake; thence in a Northeasterly direction 75 feet to a point on the property line on the Southwest side of West High Street; thence South 63 deg. 30' East 64.5 feet to the point of beginning.

Being the same property conveyed to George M. Gumbert, Jr. and Eva M. Gumbert, husband and wife, by deed dated June 7, 1968, and found of record in Deed Book 936, Page 75, of the Fayette County Clerk's Office.

PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

TO HAVE AND TO HOLD the above described property unto the **GRANTEE**, its successors and assigns forever.

GRANTORS do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTORS'** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTORS** are lawfully seized in fee simple title to said property and have good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever nature, except as herein stated, and that **GRANTORS** will **WARRANT GENERALLY** the title to said property.

GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.

GRANTORS and **GRANTEE** do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

DEED AND CERTIFICATION OF PURCHASE PRICE

THIS DEED OF CONVEYANCE, made and entered into this 30th day of December, 2002, by and between **GEORGE M. GUMBERT, JR.**, and **EVA M. GUMBERT**, husband and wife, whose address is 3337 Lansdowne Drive, Lexington, Kentucky 40502, hereinafter referred to as **GRANTORS**; and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation, whose address is 892 Georgetown Street, P.O. Box 11610, Lexington, Kentucky 40576, hereinafter referred to as **GRANTEE**.

WITNESSETH: For and in consideration of the total sum of **SEVEN HUNDRED EIGHTY THOUSAND AND 00/100 (\$780,000.00)**, to be paid in two installments, the first such installment in the amount of \$230,000.00 being paid simultaneously herewith by **GRANTEE** to **GRANTOR**, the receipt of which is hereby acknowledged, and the balance of \$550,000.00 to be paid in a second installment not sooner than January 10, 2003 and not later than January 15, 2003, the repayment of the second installment being secured by **GRANTOR'S** retention of a Vendor's Lien, which lien is subordinate to the mortgage granted simultaneously herewith by **GRANTEES** to National City Bank of Kentucky securing the repayment of \$780,000.00, **GRANTORS** have **BARGAINED AND SOLD** and do hereby **GRANT AND CONVEY** unto **GRANTEE**, its successors and assigns forever, the following described real property with improvements thereon located in Fayette County, Kentucky, and more particularly described as follows:

710 West High Street:

Beginning at the southwest corner of West High and Merino Streets, being the intersection of the southwest property line of West High Street and the northwest property line of Merino Street; thence with Merino Street S 48 deg. 15' W 176 feet, more or less, to the property conveyed by A.S. Denny and wife to John D. Allen, by deed recorded in Deed Book 209, Page 376, with the Fayette County Clerk's Office; thence with the line of said property line N 41 deg. 45' W 116 feet, more or less, to a point corner to same; thence S 48 deg. 15' W 128.5 feet, more or less, to corner to property now or formerly Adams; thence with the line of Adams S 41 deg. 45' E 114.8 feet, more or less, to the property line of Merino Street, being 8 feet from the curb line; thence with the line of Merino Street S 48 deg. 15' W 12 feet to a stone, corner to the property formerly Meehan; thence at right angles to the last line N 41 deg. 45' W 166.5 feet, more or less, to the line of property formerly Magee; thence again at right angles and parallel with Merino Street with the line of property formerly Magee N 48 deg. 15' E 140.5 feet to a stake, a new corner to Phelps (formerly); thence with Phelps for four calls: S 41 deg. 45' E 44 feet, N 48 deg. 15' E 24 feet, S 63 deg. 30' E 8 feet and N 48 deg. 15' E 100 feet, more or less, to High Street; thence with High Street S 63 deg. 30' E 127.2 feet, more or less, to the point of beginning.

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PROVIDED HOWEVER, this conveyance is made subject to all easements, restrictions and zoning ordinances of record affecting said property.

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GRANTORS do hereby release and relinquish unto **GRANTEE**, its successors and assigns forever, all of **GRANTORS'** right, title and interest in and to the above described property, including dower and curtesy and all exemptions allowed by law, and hereby covenants to and with **GRANTEE**, its successors and assigns forever, that **GRANTORS** are lawfully seized in fee simple title to said property and have good right to convey the same as herein done; that said property is free and clear of all encumbrances of whatsoever nature, except as herein stated, and that **GRANTORS** will **WARRANT GENERALLY** the title to said property.

GRANTEE hereby assumes and agrees to pay all subsequent taxes and assessments against said property.


GRANTORS and **GRANTEE** do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed and that they further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hand of the GRANTORS and GRANTEE on this the date first above written.

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS
COUNTIES, INC.

By: 
Jack E. Burch, Jr., Executive Director



George M. Gumbert, Jr.


Eva M. Gumbert

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed and Certification of Purchase Price was subscribed, sworn to and acknowledged before me this the 30th day of December, 2002, by GEORGE M. GUMBERT, JR., and EVA M. GUMBERT, husband and wife.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

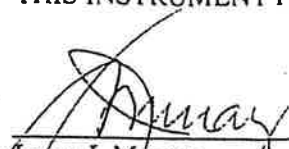
STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certification of Purchase Price was subscribed, sworn to and acknowledged before me on this 30th day of December, 2002, by Jack E. Burch, Jr., as Executive Director of COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Aug 5, 2004


NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



James I. Murray
Morgan & Pottinger, P.S.C.
133 West Short Street
Lexington, Kentucky 40507
direct dial: 859.226.5281
fax: 859.255.2038

Attachment 6

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") executed this 30th day of December, 2019 (the "Effective Date"), is entered into by and between NATIONAL ACADEMY, INC., a Kentucky corporation, with a mailing address of 1899 Parkers Mill Rd., Lexington, KY 40504 ("Seller") and COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., a Kentucky nonprofit corporation, with a mailing address of 710 W. High St., P.O. Box 11610, Lexington, KY. 40576 ("Buyer"). Seller and Buyer are hereinafter sometimes referred to as the "Parties." James G. Wilhite and Joanne W. Wilhite join this Agreement solely for the purpose of Section 7 herein.

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Premises pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants herein contained, the parties hereto agree as follows:

1. Premises. Seller agrees to sell and Buyer agrees to purchase, that certain real estate located at 3500 Arbor Drive, Lexington, KY 40517, identified as Parcel Number #10036550, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference, together with (i) all buildings and improvements located on the land, and (ii) all rights-of-way or use, easements and other appurtenances, rights and privileges benefiting or appurtenant to the land (the "Premises").

2. Purchase Price. Buyer shall pay the sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) (the "Purchase Price"), which shall be paid to Seller at Closing by wire transfer to an account or accounts designated by Seller. It is the seller's intent to sell below market value due to the Buyer's status as a nonprofit organization.

3. Title. The title of the Premises shall be a good, marketable, insurable and recordable title, in fee simple, without defect and free and clear of all liens, mortgages, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except:

- (a) liens for real property taxes which are not delinquent at Closing; and
- (b) utility easements, rights-of-way and restrictions of record acceptable to Buyer in Buyer's sole discretion.

4. Deed. On the Closing Date, Seller shall convey the Premises to Buyer by a good and sufficient general warranty deed (the "Deed"), in recordable form, with release of all statutory rights, if any, conveying good, marketable and insurable title, in fee simple, free and clear of all liens, mortgages, encumbrances and other exceptions to title except permitted exceptions agreed upon and identified by Buyer and Seller in writing. All easements and other rights benefiting the Premises shall be assigned to Buyer by appropriately recording any other instruments required by the title insurance company to issue the policy of title insurance.

5. Closing. The payment of the Purchase Price and the transfer of the other documents contemplated by this Agreement (the "Closing," the date of Closing being the "Closing Date") shall take place on or before December 31, 2019, at the office of McBrayer PLLC in Lexington, Kentucky, or at such other place as may be mutually agreed upon in writing by Buyer and Seller. The Closing shall be completed when all documents and funds needed under this Agreement have been satisfied or waived. Seller shall bear and pay in their entirety all transfer taxes and other charges payable by reason of the sale and conveyance of the Premises. Buyer shall pay the entirety of all recording fees arising from recordation of the deed. The cash at Closing shall be adjusted for all closing costs, pro-rations and pay-offs necessary for Seller to deliver clear, marketable title to the Premises.

(a). At Closing, Seller shall execute, acknowledge and deliver to Buyer:

(i). a general warranty deed for the Premises, thereby conveying good and marketable, fee simple title to same to Buyer, free and clear of all liens or encumbrances, except for easements, restrictions, rights-of-way and other matters of record in the Fayette County Clerk's office which are not eliminated or paid and released;

(ii). a Non-Foreign Seller's Affidavit as required by Section 1445 of the Internal Revenue Code of 1986, as amended, and a Form 1099S in such form as may be prescribed by the Internal Revenue Service;

(iii). such resolutions as may be reasonably required by the title insurance company for purposes of issuing the policy of title insurance to be provided to Buyer for the Premises and an affidavit in favor of Buyer and such title company stating that there are no parties in possession of the Premises other than Seller and Buyer, that there is no sum owing to any person(s) or entity for work done or material furnished on the Premises, and that there are no materialman's or mechanic's liens that exist or that have been filed against the Premises that have not been paid in full;

(iv). a closing statement setting forth the Purchase Price and all items of cost and expense or adjustment as provided for herein; and

(v). such other documents and such other actions as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement. All documents to be delivered to Buyer in connection with the Closing shall be in form and substance reasonably satisfactory to Buyer and its counsel.

(b). At Closing, Buyer shall deliver to Buyer:

(i). payment of the Purchase Price.

6. Conditions to Closing.

(a). Financing. Buyer's obligations under this agreement are contingent upon Buyer receiving financing for the entire Purchase Price from a financial institution, on terms acceptable to Buyer in its sole discretion, on or prior to the Closing.

7. Post-Closing Condition: Seller, James G. Wilhite and Joanne W. Wilhite acknowledge that there is a discrepancy in the real estate records with respect to a portion of the property conveyed by James G. Wilhite and Joanne W. Wilhite to Rocky D. Bevins and Holly R. Matney, by deed dated July 10, 2014 and recorded in Deed Book 3249, Page 679 of the Fayette County Clerk Records, wherein a small tract of land that should have remained part and parcel of 3500 Arbor Drive was instead conveyed to Bevins and Matney (the "Bevins Tract"). As a result, and as indicated on Exhibit A hereto, the Bevins Tract is excluded from the conveyance contemplated by this Agreement. The parties hereto acknowledge that Bevins and Matney should, and have been requested to, record a deed of correction restoring the Bevins Tract to 3500 Arbor Drive. The Seller, James G. Wilhite and Joanne W. Wilhite, their respective heirs, successors and assigns, hereby covenant that they shall cooperate with Buyer to restore the Bevins Tract to 3500 Arbor Drive by, without limitation: (a) executing a deed of correction; (b) executing a quitclaim deed to Buyer for the Bevins Tract; and (c) executing such other instruments as are necessary to restore the Bevins Tract to 3500 Arbor Drive. The parties hereby agree that this condition shall survive Closing.

8. Prorations.

(a). Proration Accounts. All utility charges, rental charges, real and personal property taxes, including without limitation, accruals or prepayments thereof (collectively, the "Proration Accounts") shall be prorated (employing a 365-day year) between Buyer and Seller as of the Closing. Pro-rata taxes hereunder shall be based upon the net general taxes for the current year, if known, otherwise for the preceding year. Pro-rata amounts attributable to Seller and not paid as of Closing shall be deducted from the Purchase Price at Closing and Buyer shall thereafter be responsible for all charges and taxes arising from the Proration Accounts.

(b). Other Taxes and Expenses. All other assessments levied against the Premises as of the Closing Date shall be prorated to the date of closing.

9. Seller's Representations and Warranties. The matters set forth herein constitute representations and warranties by Seller, made as of the date hereof, and which are now and shall continue to be, true, complete and correct up to and including the Closing Date. Seller hereby covenants, represents and warrants that:

(a). All the documents and information required to be delivered to Buyer pursuant to Section 5 have been or will be so delivered without alteration or omission.

(b). Seller is a Kentucky corporation duly formed and in good standing under the laws of the Commonwealth of Kentucky, is qualified to conduct business in the Commonwealth of Kentucky and has the requisite power and authority to enter into and to perform the terms of this Agreement. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to

bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c). Seller has full right, power and authority to enter into and perform all the obligations required of Seller under this Agreement, including, without limitation, transferring the Premises to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(d). Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "Code").

(e). Seller has good and marketable title in fee simple to the Premises. The Premises have not been assigned or conveyed to any party. Seller has the right to convey the Premises pursuant to the terms of this Agreement. No Person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Premises.

(f). There are no judgments presently outstanding and unsatisfied against Seller or the Premises. Neither Seller nor the Premises is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Premises.

(g). Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(h). There are no pending, contemplated, or threatened condemnation or eminent domain proceedings against Seller, the Premises or any part thereof.

(i). Seller has not received written notice from any "Governmental Authority," or any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau or instrumentality of any of the foregoing asserting jurisdiction over any of the parties hereto or over the Premises, that the Premises is or may be in violation of any applicable federal, state or municipal law, ordinance or regulation regarding Hazardous Substances. "Governmental Authority" shall mean the government of the United States, any foreign country or any multinational authority, or any state or political subdivision of any thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities established to perform such functions. To Seller's Knowledge, no Hazardous Substances were used in the construction of the

Improvements, no Release of Hazardous Substances has occurred at, from, in, adjacent to, or on the Premises, nor are there any Hazardous Substances in, on, about or migrating to the Premises, and the Premises is not affected in any way by any Hazardous Substances. To Seller's Knowledge, there are no incinerators, septic tanks, underground storage tanks, PCB-containing equipment, asbestos-containing material, formaldehyde insulators or cesspools on the Premises, all waste is discharged from the Premises into a public sanitary sewer system in accordance with applicable legal requirements, and no Hazardous Substances are discharged from the Premises, directly or indirectly, into any body of water by Seller or any other party. As used herein, the term "Hazardous Substances" shall mean: (i) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas and any mixtures thereof; (iv) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (viii) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances. "Seller's Knowledge" or words of similar import, means the actual knowledge of the Seller, its shareholders, directors, officers and employees, or knowledge that any such person should have had given such person's role and position with the Companies.

(j). No representation or warranty made by Seller in this Agreement, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

10. Brokerage Fees. The Buyer and the Seller (a) represent that they have not incurred any brokerage or finder's fees or agent's commissions or other similar charges to any Person or

entity which would result in liability, cost or obligation to the other or any affiliate of the other and (b) if any brokerage fees, finder's fees, agent expenses, charges, or costs are incurred, the parties shall indemnify the other for any losses, costs, damages or expenses (including court costs and reasonable attorneys' fees) for that party's breach of such representation.

11. Closing and Other Costs. Except as otherwise set forth in this Agreement, the parties shall be obligated for the following fees, costs and expenses and shall remit payment accordingly as follows:

(a). By Seller. Seller shall pay Seller's attorneys' and advisors' fees; and

(b). By Buyer. Buyer shall pay Buyer's attorneys' and advisors' fees and all other costs and fees not expressly payable by Seller in this Agreement, including the fees, costs and expenses of Buyer's due diligence examinations and title insurance, if utilized.

12. Due Diligence. Buyer shall conduct its due diligence pursuant to the following terms:

(a). Due Diligence Period. During the period commencing on the Effective Date and, unless extended by mutual agreement of the parties, ending at 5:00 P.M. E.S.T. on December 31, 2019 (the "Due Diligence Period"), Buyer will have the option and right, at Buyer's sole cost and expense, to conduct (a) physical, structural and/or environmental inspections of the Premises; and (b) review any title, title commitments and ALTA land and Phase I surveys of the Premises (collectively, the "Due Diligence Items"). The Buyer shall indemnify, defend and hold the Seller harmless from any and all claims and damages resulting from the Buyer's activities on the Premises prior to Closing.

(b). If Buyer is not satisfied with the condition of the Due Diligence Items, then Buyer may terminate this Agreement by giving written notice to Seller before the end of the Due Diligence Period, in which case the Parties will have no further obligations under this Agreement. However, if Seller does not receive the written notice contemplated in this Section from Buyer on or before the expiration of the Due Diligence Period, the Buyer shall be deemed to be satisfied with the due diligence inspection and each of the Due Diligence Items, and the due diligence condition precedent set forth in Agreement shall have been met as of 5:00 P.M. prevailing eastern time on the final day of the Due Diligence Period. Buyer may confirm its satisfaction with the due diligence inspection by delivering written notice to Seller at any time prior to the expiration of the Due Diligence Period.

13. Property Sold in "As Is" Condition. The parties agree that the Premises shall be purchased and sold in "as is" condition, subject only to the matters set forth in this Agreement. The Seller makes no warranty whatsoever as to the condition or suitability of the land or the improvements for any particular purpose or suitability of any improvements for occupancy.

14. Assignment. This Agreement and the rights of the parties hereunder may not be assigned, and the obligations of the parties hereunder may not be delegated, in whole or in part, by any party without the prior written consent of the other parties hereto; such consent shall not be unnecessarily withheld. Any assignment by Buyer hereunder shall not relieve Buyer of its obligations under this Agreement.

15. Notices. Any notice, request, instruction or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (i) three days after being deposited in the mail, postage prepaid, certified mail, (ii) on the next business day after delivery to a reputable overnight delivery service such as Federal Express, or (iii) upon personal delivery if delivered or addressed to the addresses set forth in the preamble or to such other address as any party may hereafter specify by written notice to the other parties hereto.

16. Time. Time is of the essence.

17. Entire Agreement. This Agreement contains the entire agreement among the parties. No party, in entering into this Agreement, is relying upon any statements, warranties or representations that are not embodied in this Agreement. No change in, addition to, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

18. Binding Effect. This Agreement and the terms and conditions hereof are binding upon the parties hereto and shall inure to the benefit of and bind their respective heirs, executors, administrators, devisees, trustees and permitted assigns.

19. Counterparts. This Agreement may be executed in multiple counterparts, which shall be interpreted as a single agreement if counterparts are signed by the Buyer and the Seller. A counterpart that has been signed by one or more individual and transmitted by fax shall be accepted as an original signed counterpart, unless there is reason to suspect that the original signature was forged or obtained by fraud.

20. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the federal and state courts located in Fayette County, Kentucky, in any action or proceeding involving this Agreement. The parties agree that they shall not assert any claim that (i) they are not subject to the jurisdiction of such courts, (ii) the venue is improper, (iii) the forum is inconvenient, or (iv) any similar objection, claim or argument.

21. No Survival. No representations or warranties of Seller set forth in this Agreement shall survive the Closing hereunder.

22. Cooperation. Seller and Buyer shall execute additional documentation as may be reasonably required to effectuate this Agreement.

23. Amendment. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

24. Headings. The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

[SPACE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NATIONAL ACADEMY, INC.

By: James M. Wilhite
Its: President

("Seller")

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON
AND NICHOLAS COUNTIES, INC.

By: [Signature]
Its: EXECUTIVE DIRECTOR

("Buyer")

James M. Wilhite
JAMES G. WILHITE

Joanne W. Wilhite
JOANNE W. WILHITE

EXHIBIT A**LEGAL DESCRIPTION OF PREMISES**

Being all of Lot 1, Unit 1-B, Section 1, of Wilhite Park Subdivision, as shown by plat of record in Plat Cabinet R, Slide 564 in the office of the Fayette County Clerk, to which plat reference is hereby made for a more particular description thereof, being known and designated as 3500 Arbor Drive, Lexington, Kentucky.

Being a portion of the property conveyed to National Academy, Inc. by deed dated July 12, 1988, recorded in Deed Book 1483, Page 237 in the office of the Fayette County Clerk.

There is excluded from the property and from this conveyance, however, all of Lot No. 6-tt, Section 1, Subsection 2, Unit 1-B, Wilhite Park Subdivision, as shown on plats recorded in Plat Cabinet H, Slide 410 and H, Slide 530, in the office of the Fayette County Clerk, being known and designated as 1430 Vintage Circle.