

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202____, 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 URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY, a Kentucky nonprofit corporation ("Organization"), with offices located at 148 DEWEESE STREET, LEXINGTON, KENTUCKY 40507.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 148 DEWEESE STREET, located 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. 28-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is 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;

WHEREAS, the Organization submitted a response to Proposal (RFP) No. 28-2025, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

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 January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 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 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 Seventy Thousand Dollars (\$70,000.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which 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	CAPITAL
1) Roof Replacement and Wall Repairs	1) \$40,000.00	1) FACILITIES IMPROVEMENTS
2) Interior and Exterior Lighting	2) \$6,000.00	2) FACILITIES IMPROVEMENTS
3) Flooring Replacement, Handicap Ramp, and Concrete Repairs	3) \$12,000.00	3) FACILITIES IMPROVEMENTS
4) Internet Upgrade and Enclosed Wire Cabinet	4) \$12,000.00	4) FACILITIES IMPROVEMENTS

The use of these 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 approved 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. If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

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 this 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. 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.

7. 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.

8. 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.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted 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, 2029. 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:

Porter G. Peeples, Sr., Executive Director
Urban League of Lexington-Fayette County
148 Deweese Street
Lexington, KY 40507

For Government:

Kacy Allen-Bryant , Commissioner of Social Services
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

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.

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SIGNATURE PAGE TO FOLLOW

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, Mayor

ATTEST:

Clerk of the Urban County Council

URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY

BY: _____
PORTER G. PEEPLES, SR., Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202____, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

Notary Public, State-at-Large, Kentucky

EXHIBIT A

Request for Proposal, Risk Management Provisions, and Scope of Project



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2025 Nonprofit Capital Grants Program – Facilities Improvement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 7, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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.

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, municipal ordinances and 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.

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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents. 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements. 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

AFFIDAVIT

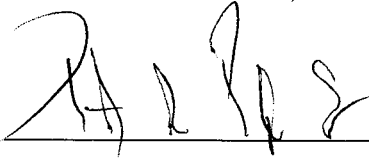
Comes the Affiant, Porter G. Peeples, Sr, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Porter G. Peeples, Sr and he/she is the individual submitting the proposal or is the authorized representative of Urban League of Lexington-Fayette County, 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 Procurement 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."

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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.

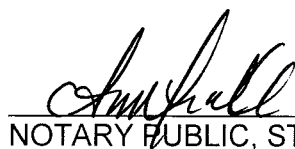


STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Annissa M. Franklin on this the 1st day
of October, 2025

My Commission expires: September 1, 2029


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

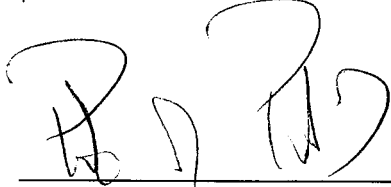
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.



Signature

Urban League of Lexington-Fayette County

Name of Business

Firm Submitting Proposal: Urban League of Lexington Fayette County

Complete Address: 148 Deweese Street Lexington, KY 40507
Street City Zip

Contact Name: Porter G Peoples, Sr. Title: President/CEO

Telephone Number: 859.229.5937 Fax Number: N/A

Email address: PG@ullexfay.org

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 and IonWave Q&A, 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. 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.
20. 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.



Signature

October 1, 2025

Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Facility Improvements
Scope of Work

Description: The Nonprofit Capital Project Grants Program is an 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 Lexington-Fayette Urban County Government (LFUCG) general fund dollars and are subject to LFUCG 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.

- **NOTE: Agencies who received funding from a Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.**

Purpose: To provide a **one-time grant** to local 501(c)(3) agencies for major capital projects for Facility Improvements, such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.

Instructions

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

Proposal Deadline – 2 P.M. on October 7, 2025

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, 2027**.

LFUCG intends to award multiple proposals with funding via LFUCG general fund.

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

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2027.

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

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient 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 grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2027), grant recipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **October 7, 2025 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 October 1, 2025 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 September 3, 2025, 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 Thursday, September 11, 2025 at 2 PM EST**

[Click here to Join September 11, 2025 at 2 PM Technical Q&A TEAMS Meeting](#)

Meeting LINK: [Join the meeting now](#)

Meeting ID: 229 729 603 779 0

Passcode: K5kq7Hz3

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 October 7, 2025. **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 in November 2025. 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

This is a competitive grant process, with Proposals reviewed and evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

In evaluating whether to ultimately award funding to an agency, the Lexington-Fayette Urban County Government may consider how much funding, if any, an agency has previously received from LFUCG during the same funding cycle, and reserves the right to not fund, or to reduce the amount of funding that an agency might otherwise receive, based upon such an evaluation.

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

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>. 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 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 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://candid.org).
[Learn how to earn your 2025 Gold Seal of Transparency on Candid here.](#)
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

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.

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, 2027

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 line 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 \$30,000 of Facility Improvements** (*Agencies may bundle Facility Improvement projects to meet the \$30,000 minimum*). **Maximum Facility Improvement award is \$70,000.**

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.**
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.
- **All funds awarded must be spent by grantees before April 30, 2027.**
- ***NOTE: Agencies who received funding from the Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.***

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>

Grant Award Allocation

Facility Improvements

Funding Pool *	\$421,600
----------------	-----------

Minimum Request **	\$30,000
--------------------	----------

Maximum Request	\$70,000
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****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).**

LFUCG reserves the right to adjust funding amounts.

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 LFUCG 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:

1. Facility Improvement location is located in Fayette County and Facility Improvements 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 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://candid.org)
If you haven't updated your 2025 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2025 Gold Seal of Transparency on Candid:
<https://help.candid.org/s/article/Go-for-the-Gold>
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 law

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

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.

4.4 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, 2027

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal

**PROPOSAL SUBMITTAL COVER SHEET**

Agency InformationAgency Name: Urban League of Lexington - Fayette CountyMailing Address: 148 Deweese Street, Lexington, KY 40507Street Address: 148 Deweese Street, Lexington, KY 40507Phone: (859) 233 - 1561

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 [Candid.org](https://www.candid.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):

Porter G. Peeples, Sr., President/CEO, 859-229-5937, PG@ullexfay.org

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

Annissa M. Franklin, Vice President, 859-233-1561, Annissa@ullexfay.org**Project Information****Funding Requested by Project, if bundling multiple Projects:**

Project: <u>Roof Replacement and Wall Repairs</u>	Request \$ <u>40,000</u>
<u>Facility Improvement project</u>	
Project: <u>Interior and Exterior Lighting</u>	Request \$ <u>6,000</u>
<u>Facility Improvement project</u>	
Project: <u>Flooring Replacement, Handicap Ramp and Concrete Repairs</u>	Request \$ <u>12,000</u>
<u>Facility Improvement project</u>	
Project: <u>Internet Upgrade and Enclosed Wire Cabinet</u>	Request \$ <u>12,000</u>
<u>Facility Improvement project</u>	

Total Funding Amount Requested: \$ \$70,000.00

- 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.
- Total Funding Pool is \$421,600. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$70,000.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.



Urban League of
Lexington-Fayette County

*Empowering Communities.
Changing Lives.*

RFP#28-2025 Nonprofit Capital Grants Program – Facilities Improvement

Dear Evaluation Committee,

The Urban League of Lexington – Fayette County seeks funding for four (4) capital improvement projects for its Technology Center located at 145 Deweese Street, Lexington, KY 40507. The facility is essential to the League’s programming and serves 58% of its annual clientele. Thank you for the opportunity to present this proposal. We look forward to making these improvements to better serve those most in need in our community.

SECTION 4.1: Directly Provide or Indirectly Facilitate the Provision of Services to Low-Income, Underserved, or Marginalized Lexington–Fayette County Residents.

MISSION AND OBJECTIVES

The Urban League of Lexington – Fayette County’s (ULLEX) mission is to ensure African Americans and the disadvantaged achieve equality. To help African Americans and others in underserved communities achieve their highest true social parity, the League promotes economic empowerment through education and job training, housing and community development, workforce and professional development, and justice.

ULLEX programming goals and objectives, as described in the 2023 – 2026 Strategic Plan, are as follows:

GOAL 1: Affordable Housing

Increase affordable housing options for families.

- Objective 1: Expand Affordable Rental Housing Options
- Objective 2: Build Wealth Through Homeownership

GOAL 2: Youth and Education

Provide empowering educational opportunities for youth and adults.

- Objective 1: Foster Life Skills and Economic Preparedness
- Objective 2: Expand Access to Higher Education and Career Opportunities

GOAL 3: Workforce Development

Improve minority economic status through workforce development services.

- Objective 1: Develop Workforce Skills for Sustainable Employment
- Objective 2: Promote Leadership Equity and Career Advancement

In addition, three administrative-level items focus on succession planning, fundraising, and community awareness.

GOAL 4: Succession Planning

Identify key leadership positions and develop employees to assume these positions.

- Objective 1: Establish a workplan and succession committee
- Objective 2: Ascertain staffing needs

GOAL 5: Community Awareness

Increase community awareness and engagement, build brand recognition, articulate the Urban League's value, and generate support.

- Objective 1: Establish a marketing strategy
- Objective 2: Increase brand recognition and support

GOAL 6: Resource Development

Increase financial resources to accomplish the mission.

- Objective 1: Establish a fund development plan
- Objective 2: Increase and diversify funding

4.1.1 Facility Location: 145 Deweese Street, Lexington, KY 40507

4.1.2 Good standing with the Kentucky Secretary of State

The screenshot shows a web browser window with the URL sosbes.sos.ky.gov/BusSearchNProfile/Profile.aspx?ctr=95846. On the left is a dark blue sidebar with white text links: "Prepaid Account Status", "Current Representative Search", "Founding Representative Search", "Registered Agent Search", and "Validate Certificate of Existence/Authorization". The main content area has a light green background and is titled "General Information". It contains the following details:

Organization Number :	0053487
Name :	THE URBAN LEAGUE OF LEXINGTON, FAYETTE COUNTY, INCORPORATED
Profit or Non-Profit :	N - Non-profit
Company Type :	KCO - Kentucky Corporation
Industry :	Social Services
Number of Employees :	Small (0-19)
Primary County :	Fayette
Status :	A - Active
Standing :	G - Good
State :	KY
File Date :	7/21/1966
Organization Date :	7/21/1966
Last Annual Report :	2/5/2025
Principal Office :	148 DEWEESE STREET LEXINGTON, KY, 40507
Registered Agent :	PORTER G. PEEPLES SR. 148 DEWEESE ST LEXINGTON, KY, 40507

The Windows taskbar at the bottom shows the date and time as 2:48 PM on 10/2/2025.

4.1.3 2025 Platinum Seal of Transparency on Candid

The screenshot shows the Candid.org website interface. At the top, there's a yellow header with the Candid logo and links for 'Subscribe', 'Claim your nonprofit', 'Log in', and 'Register'. Below the header is a search bar containing the EIN '616054655' and a 'Search' button. The main content area shows a list of organizations, with 'All organizations' selected. The first result is 'Urban League Of Lexington - Fayette County', which has a 'Platinum' seal of transparency highlighted by a red circle. To the right of the organization name, there's a table with financial data: EIN: 61-6054655, 501(c)(3) Public Charity, Total revenue: \$605,638, Total assets: \$2,146,372, and Total giving: \$25,000. Below the organization name, there are tags for 'Children and youth', 'Adults', 'Black/African people', 'Economically disadvantaged people', and 'Education'.

4.1.4 Funds, if awarded, will not be used to teach, advance, advocate or promote any religion.

4.1.5 Compliance, The Urban League of Lexington agrees to comply with all applicable local, state, and federal laws.

SECTION 4.2: DEMONSTRATED NEED - Demonstrate how the proposed capital project is needed for the agency to provide their services.

The Urban League of Lexington—Fayette County is a historic social justice and advocacy organization that equalizes life's opportunities for the underserved and marginalized. Formed in 1968 as an affiliate of the National Urban League, the Urban League of Lexington provides programming that empowers and helps individuals to achieve their highest potential.

Needed for Services: With this submission, the Urban League seeks funding for four capital improvement projects within its leased offices at 145 Deweese Street, Lexington, KY 40507, aka, the Technology Center. The facility houses core program operations, including computer and fiber optics training, the Urban Pathways Initiative (a Ready for Industry based certification program), soft skills development, barrier removal services, and the Volunteer Income Tax Assistance (VITA) site. With its two large classrooms, dry-erase boards, and equipment to host intimate (6-person) meetings or serve as a fully-equipped hybrid meeting location, this space is critical to the work of the League.

In FY25, the Urban League served 4,424 individuals. Of those, 2,591 (58.5%) received services at the Tech Center. To continue providing services, we must address facility issues affecting safety, accessibility, technology, and the learning environment.

Project 1. Roof Replacement and Wall Repairs

- **Need:** The ageing roof has allowed water into the building, causing damage to the walls and threatening electrical components. This insurgence compromises the integrity of the classrooms, office areas, training rooms, computers, and office equipment.

Because of the failing roof, several walls are in jeopardy. “Water damaged walls pose serious risks, leading to structural weakening, which can cause cracks, warping, and even collapse; mold growth that can cause health problems and

spread rapidly; electrical hazards if moisture contacts wiring; and diminished property value.”

More than property damage, this deteriorating roof puts each person coming through the doors at risk of complications due to mold and mildew. According to the Centers for Disease Control, “Research studies have shown that exposures to building dampness and mold have been associated with respiratory symptoms, asthma, hypersensitivity pneumonitis, rhinosinusitis, bronchitis, and respiratory infections. Individuals with asthma or hypersensitivity pneumonitis may be at risk for progression to more severe disease if the relationship between illness and exposure to the damp building is not recognized and exposures continue.”

Solatube, a leader in ventilation systems, states that, “Not only is mold a serious risk to asthma sufferers, it can also cause fevers, headaches, skin problems like eczema, and contributes to poor sleeping.”



- **Mission Connection:** Without a safe and dry environment for teaching and training, youth, adult and senior citizen programs and services are disrupted.

- Our second goal is youth and education. The Tech Center serves as the summer home for the Urban Pathways Initiative, which allows middle and high school students to explore various career pathways in high-demand, high-wage jobs. Students learned how to put together a resume, explore the career field and possible positions, and put together a budget based on the introductory salary for their preferred position. The Center is also used for students in the MADE program to participate in this same program during the school year.
- Our third goal is workforce development. This is the bulk of the training that happens in the center. The program director provides computer skills training to justice-involved neighbors and senior citizens alike. Depending on the classification, students learn how to use tablets and computers to enhance their quality of life. If seeking employment or simply computer skills, the directors meet with adults on Tuesdays and Thursdays and offer one-to-one training appointments when needed as well. The site is also used to teach the academic side of solar panel installation and fiber optics. The site is also the testing location for certifications.
- History has shown that the people looking for employment, have barriers that make keeping the job or getting to the job even harder. Our barrier removal specialists meets with individuals at the Tech Center.
- The Volunteer Income Tax Assistance coordinator also uses the location to complete taxes of low-income families.

If the damage remains unaddressed, it will eventually result in more debris falling from the walls and ceiling and damaged computers, leading to the loss of the most frequently used training space and the most common training method.

- **Code/Health Standards:** Addressing the roof prevents further structural damage, mitigates mold growth risk, and ensures compliance with health and safety standards. “A leaky roof puts you and your family's health and well-being at risk. Prolonged leaks can lead to problems like mold and mildew growth. Mold is triggering to asthma sufferers because when tiny spores are inhaled, they inflame the airways causing coughing, chest tightness and throat irritations.”

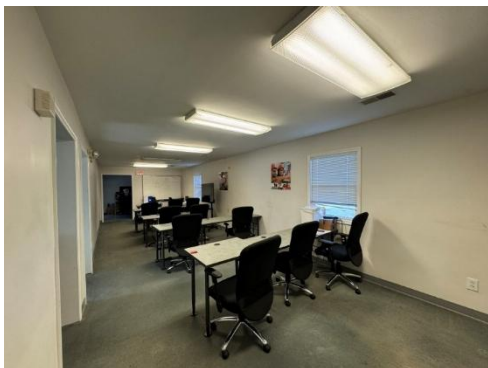
Addressing the source of moisture and removing saturated materials is critical in preventing further damage and maintaining the facility. Currently, we see drywall cracks, ripples in the walls, yellow staining, and the water's pathway down the wall toward outlets.

2. Interior & Exterior Lighting

- **Need:** The Urban League's Technology Center operates under fluorescent lights. In some cases, the lights in certain areas do not come on, though new bulbs have been installed. In one of the training rooms, the fixture was hanging off the ceiling and was temporarily removed. As a nonprofit builder, we understand that LEDs are more cost-effective, especially as prices rise. Upgrading our electrical system will reduce costs, increase safety, and improve employee productivity. As

reported by Vision Pro Optical, “Exposure to harsh fluorescent lighting can cause eye strain and blurred vision. The longer you're exposed to the light, the more likely you'll experience the problem.”

- *Reduce Costs:* LED uses up to 90% less energy and burns up to 50 times longer than regular incandescent lighting and can last up to 12 years before needing replacement. Replacing the old bulbs with new LEDs is a way for us to save on energy bills, spend less with product replacement and invest those funds into something more meaningful, like self-sufficiency programming.
- *Employee Production:* “Research published in the Journal Frontiers of Psychology found that individuals working for businesses that took energy efficiency seriously are more productive on average. The report found that appropriate lighting and properly installed Heating Ventilation and Cooling (HVAC) systems were largely responsible for this increase in productivity.” Increased productivity means more families are served and empowered to improve their economic conditions.



Pictured here, there are 5 rows of light. One, as you can see toward the left, second from the dry erase board, is out. The bulbs have been replaced with new ones, but they still will not illuminate.

- **Mission Connection:** Existing interior and exterior lighting has deteriorated, resulting in dimly lit classrooms and unsafe

outside areas after dark. Bright, secure, and professional learning environments promote participant focus and serve as a suitable meeting backdrop. For initiatives like the Urban Pathways Initiative, fiber optics, and computer skills training, proper lighting is essential for students to see their work and refer to handouts that foster self-sufficiency and deductive reasoning skills. VITA preparation also requires adequate lighting to view tax information for federal and state submissions. Exterior lighting is crucial for the safety of staff, families, seniors, and justice-involved individuals accessing evening services.

- **Code/Health Standards:** Funding for this project will help us meet coding requirements. The Occupational Safety and Health Administration (OSHA) sets minimum lighting levels for work areas to protect employee safety. Correcting water-damaged walls and faulty lighting addresses safety hazards. Improved lighting ensures compliance with safety standards and enhances security for vulnerable participants and staff.

3. Flooring Replacement & Handicap Ramp Repairs and Concrete Repairs

- **Need:** A stained carpet is unsanitary, hard to maintain, and not suitable for areas with high foot traffic. The Technology Center was opened in 2009 and that same carpet is still in place today. In just the most recent year, over 2,000 people walked on that carpet, spilled drinks, dripped ink pen ink, etc. In 16 years, the Center has served thousands, including youth for summer programming with breakfast and lunch served in the space. It has served senior citizens in wheelchairs and other adults with coffee and sodas in hand. It has been the

home for VITA tax services beginning in January, meaning snow, ice, salt, and more have left their mark as well. “For a training room, vinyl plank flooring offers significant benefits over carpet, primarily due to its superior durability, hygiene, and stability. Carpet is generally only suitable for light, low-impact activities, while vinyl plank is designed to withstand heavy use and equipment.”



Pictured above, carpet at the entrance, bleach stains on soiled carpet area, ink stains.

The current handicap ramp has broken boards and chipped paint on its railing, creating safety and health hazards and limiting access for people with mobility challenges. Research shows that the bowing we can see is “particularly dangerous because the rot can compromise the integrity of the structure and it may not be able to handle the weight that it was originally built to support,” according to EZAccess.com, a company specializing in such ramps. They continue by stating, “If the nail became loose due to warped wood in a wet environment, there is also a possibility that rust was present. As we all know, a foreign object [with rust can cause Tetanus](#), yikes! If a nail becomes loose or even worse, goes missing, this can also decrease the structural integrity of the ramp.”

They point to certain things to look for. We have noticed corroded nails, nail heads “standing out,” rickety railings and broken boards.

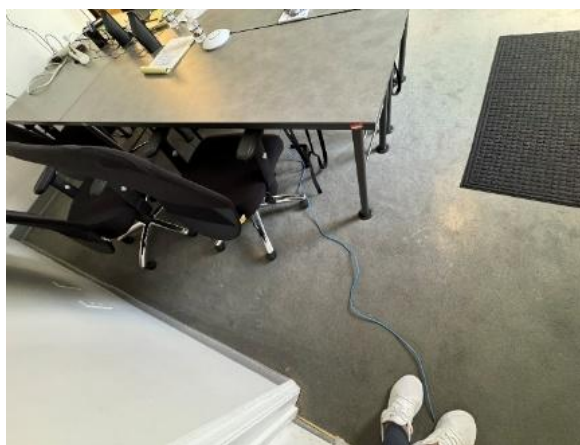


- **Mission Connection:** Access to the Technology Center is critical to 58% of our participants. That’s the number of people we have served in the past fiscal year who walked through those doors. This doesn’t include partner or staff meetings. Most of the work we do happens in this space. Any job skill is likely taught here. From senior citizens learning how to use a computer to low-income families getting their taxes prepared for free, this facility is the training hub. A secondary site is not equipped with technology and shares a wall with an Early Head Start program. This is the League’s training facility. Without these repairs, the facility is becoming inaccessible.
- **Code/Health Standards:** Replacing the flooring and fixing the ADA ramps directly ensures compliance with accessibility standards and eliminates hazards that put participants at risk.

4. Internet Upgrade & Enclosed Wiring

- **Need:** As I write this proposal, I am working from home because the internet, mainly housed at the Tech Center, has gone down. To say that the infrastructure

is deteriorating is an understatement. We are teaching technology and our technology may fail without notice. This undermines our credibility as a leading facilitator for teaching technology skills to job seekers, especially seniors. Exposed wiring in classrooms and the kitchen area creates trip hazards (see the pictured blue wire running in the walkways) and technical vulnerabilities. A Technology Center with exposed wiring further destroys our credibility. "Visible damage makes classrooms and meeting spaces look neglected, which can lower morale and reduce participants' sense of dignity and focus. A professional, well-maintained environment communicates respect and builds trust."



- **Mission Connection:** An upgraded internet is essential for hosting fiber optics certification, solar classes and technology training. Updating this Center helps us to deliver quality computer skills classes while also supporting virtual and hybrid workforce development sessions. Our VITA tax services happen on Sundays and I have been called to address dropped internet service and talk the program director in resetting the system. Lastly, a renewed internet system helps us keep up with today's and future students

while providing summer youth programming and introducing top high-demand, high-wage careers.

- **Code/Health Standards:** Enclosing wiring eliminates tripping hazards and ensures compliance with electrical safety standards.

This capital improvement will ensure safe, code-compliant, and professional facilities for nearly 2,600 participants annually. It will expand technology-enabled learning capacity for youth and adults, improve accessibility and participant safety, particularly for individuals with disabilities, seniors, and evening program users, strengthen the League's ability to deliver on its mission of youth, education, and workforce development by removing barriers caused by unsafe, outdated, or inaccessible spaces.

SECTION 4.3: APPLICANT CAPACITY FOR PROJECT

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project.

STAFF CREDENTIALS

Porter G. Peeples, Sr., President/CEO

1969 - present

In 1972, P.G. Peeples became the CEO of the Urban League and continues to serve in this role today. Under his leadership, the nonprofit has made its mark by building

affordable housing, providing workforce and professional development opportunities, and offering youth and education programs. The organization also has a reputation for advocating for African Americans and the disadvantaged.

Housing is the signature activity of the Urban League through the work of its development corporation, which was established in 1981. Since its inception, 272 units have been added to the Lexington community. Of those, 161 are single-family homes, 60 are single-family rental units, and 51 are apartments for senior citizens. The total financial contribution and community impact over the years through these developments is \$27,939,063. The most recent multi-family development, the Russell School Apartments, has received 2 national and 3 local awards: National Urban League Housing Award (2012); the National J. Timothy Anderson Award for Best Historic Rehab Utilizing LIHTCs – Medium (Between \$5-10 Million Development Costs) (2013); Downtown Lexington Urban Innovation Award (2012); Bluegrass Trust's Clyde Carpenter Adaptive Re-Use Award (2012), and the Fayette Alliance Leader in Innovation Development (2013), National Urban League Housing and Community Development Champion Award (2018).

Peeples continues his dedication to the Lexington community through his active participation on numerous local and national boards. In acknowledgement of that work, he has received numerous throughout the years including: the National Urban League's Living Legend award (2022), the Leadership Kentucky Flame of Excellence Award (2022) the University of Kentucky honorary doctorate (2019), Lindsey Wilson College

honorary doctorate (2011), Kentucky Human Rights Hall of Fame, the University of Kentucky College of Education Hall of Fame, and a host of other awards.

Peeples has crafted a talented team that oversees its business, foundation, local, state, and federal grants that provide funding for all agency programs. His leadership and the execution of each award is why the Urban League is still serving the community with viable programs.

Annissa M. Franklin, MS, Vice President

2001 - present

With the organization for over 24 years, Franklin is responsible for program development, implementation and management, compliance with the national organization, board relations, policies, grant writing, human resources, marketing and social media. Upon starting her career with the organization, Franklin was responsible for processing bi-weekly payroll for 115 participants in a Department of Labor-funded program and semi-monthly payroll for the agency's four staff.

Franklin plays the key role in compliance matters that have allowed the Urban League to remain an affiliate of the National Urban League. Since 2004, affiliates must complete an affiliate assessment that covers their governance, fiscal matters, and mission-driven programming. There are 147 indicators that conclude with three 3" binders of

compliance documents. The list is vast and wide, covering everything from staff evaluations to the handling of funds and participant grievances to marketing and branding.

- Governance/Organizational Soundness - 44 indicators
- Fiscal/Organization Vitality - 68 indicators
- Implementation of Mission - 35 indicators

Since implementing this process, the Urban League has scored a 4.3, 4.7, 4.8 and a perfect 5.0. The most recent evaluation was held in November 2023.

Franklin holds a master's degree from Northeastern University in Nonprofit Management with an emphasis in Leadership and a bachelor's degree in Communication from the University of Kentucky. She is a 2022 graduate of the Empowering Community Leaders professional development series hosted by Fifth Third Bank. Through this effort she earned an Executive Certificate in Nonprofit Leadership from the Harvard Kennedy School of Executive Education, received Emotional Intelligence training from Case Western Reserve University, and participated in a Rental Housing Development Finance Certification from the National Development Council, and participated in a Small Business and Economic Development training through the Opportunity Finance Network. In addition, Franklin has earned an Education Finance Certification from Georgetown University, a Family Engagement Certification from Harvard University, and a Successful Leader certification from Catalyst.

In 2019, she was awarded the Fayette County Public Schools' Golden Apple Award and led the Urban League to receive this award in 2018. She has served on the Kentucky Department of Education's Accountability Committee – helping to establish the cut scores for the 5-star rating system – and served on the bias review committee for state testing. Under Franklin's leadership, a college and career conference was established in 2003 for first generation college students. This conference, LIFT, has now provided \$84,000 in college scholarships and serves P – 12th grade students and their parents.

Shannon L. Brooks, Executive Administrator

2005 – present

Ms. Brooks joined the Urban League team to handle accounts payable and payroll. She is responsible for semi-monthly staff payroll and moved the office from paper checks to direct deposit, handling sensitive information in the process. Between 2005 and 2011 she was also responsible for processing bi-weekly payroll for participants in the Department of Labor's Senior Community Service Employment Program.

Brooks is responsible for maintaining compliance with the National Urban League's affiliate assessment regarding Organizational Vitality which focuses on resources, revenue, accounting policies and practices. As ongoing education, Brooks has participated in the National Urban League's Whitney M Young Conference for chief financial officers, and earned a certificate from the Lexington Fair Housing Council.

Brooks was responsible for the agency's 2022-2023 Capital Improvements grant issued by the City of Lexington. All invoices submitted were approved. The projects were completed on time and on budget.

Brooks was responsible for operating a CDBG-CV project awarded for projects that prevent, prepare for, or respond to the coronavirus. She successfully managed and administered housing stabilization funds to 120 Lexingtonians providing \$240,380 in rental or eviction assistance and \$4,665 in utility assistance.

Brooks has worked successfully on agency audits and took over this effort completely upon retirement of the VP in 2018. She has maintained an excellent standard leading the Urban League to receive the highest rating of an unmodified opinion with no notes management. The League has received this rating for over ten years.

LaTasha White, Development Manager

2019 – present

Ms. White serves as the development manager for the Urban League's Development Corporation. Her responsibilities include overseeing the existing 111 rental units, coordinating maintenance, inspection, and compliance for 60 units and building new units annually. In addition, she manages the process for construction and rehabilitating affordable housing units. Prior to this position, she served as the property manager,

screening tenants and overseeing the rehabilitation of units after tenants had moved out.

Working primarily with the Office of Housing Advocacy, all development corporation units are in compliance. We have just begun a new development having received approval from the City and funding to support two additional staff members to help with compliance and administration.

White has experience as a construction laborer as well as contract services including bookkeeping, taxes, database creation and tracking. She holds a master's degree in Accounting and a bachelor's degree in business administration with a concentration on accounting.

Though the newest member of the team, to the Urban League side of the business, White worked directly with former VP of Internal Operations, Norman Franklin for over 10 years before transitioning to lead the work upon his retirement.

Norman Franklin

Employee now Partner of 40 years

In addition to the staff team, the Urban League has garnered the support and partnership of Norman Franklin, the former Vice President for Internal Operations. He held that role for 34 years and was directly responsible for establishing the League's

development corporation and having his hand in the 272 units in its portfolio. Franklin remains on contract with the Urban League to assist with matters of importance that staff may be unable to handle. During his tenure as development and finance, he oversaw several federal awards, including the Senior Community Service Employment Programs for 17 years. He also helped with the effective use of tax credit and HUD 202 monies.

PRIOR AGENCY EXPERIENCE

The Urban League of Lexington has prior agency experience in managing capital projects and grants in partnership with the City of Lexington. As the recipient of the FY2023 Nonprofit Capital Improvements awards, ULLEX kept the project on time and on budget. The award was for the renovation of the administrative offices. Funds allowed for the replacement of the roof, the repair of the drop ceiling, the switch to LED lighting, the waterproofing of the basement, and upgrades to the stairs and handrails to each level of the building. The total approved and successfully managed was \$156,724.

FISCAL CAPACITY

The Urban League team that successfully managed the prior capital improvements project is still in place today. A quick summary of the League's fiscal capacity shows:

- Successful management of the 2023 Capital Improvements award
- Reserves and other holding accounts include: money market account (\$675,605), endowment account (\$254,000), operating reserves (\$75,802), depreciation reserves (\$39,079), and a line of credit (\$50,000).

- Unmodified opinions from its auditors for more than 15 years
- Shannon Brooks, Executive Administrator, runs the in-house accounting matters in partnership with the JCC Group, which processes payments and payroll.
- Todd Ziegler, board treasurer, is President of Republic Bank's Central Kentucky Market.
- Annissa M. Franklin has 15 years of grant management experience. She has earned four certifications from Harvard University, specifically on nonprofits, fiscal responsibility, and program management.
- Tasha White, the newest team member, has an accounting degree, yet has more than 20 years of experience in construction. She currently runs the affordable housing component of ULLEX.
- Norman Franklin, former staff, is an accountant who led the Urban League in establishing a development corporation and has had his hand in all 272 units built and renovated by the League, including a HUD 202 Project and a Low-Income Housing Tax Credit project. Franklin retired in 2018, however is a contracted consultant.
- Peebles, with the organization for 56 years, is the orchestrator of this nonprofit. His leadership led to the creation of all programs while successfully raising funds to support each area and establishing an endowment.
- Endowment of

ORGANIZATIONAL INFRASTRUCTURE

The organizational infrastructure is as follows, with guidance from the National Urban League applied.

Planning: The work of the Urban League is guided by the President/CEO, the strategic plan, and studying trends in the community. All working together, staff will identify needs and discuss if the Urban League could and should address the issue based on it fitting into the core mission and vision. If so, Franklin and staff working in the identified area, will research best practices and assess what is needed to make a successful program. The final determination is made by the President/CEO with input from the board of directors. In the planning stage, Franklin and Peebles will draft the program for the Lexington area, considering budgeting, curriculum, and design, as well as National Urban League-like programming, job descriptions, volunteer, and staffing needs.

Opportunities: If applicable, Franklin will seek grant opportunities for funding as well as partners needed to make the program work. Search the local, state, federal, foundation, and private entities, Peebles and Franklin plan to connect with leaders to assess the viability of a funding request to their grantmaking division. After finding the right grant opportunities based on financial needs and funding eligibility, Franklin will submit multiple requests. In the interim, Franklin breaks down the budget into smaller segments. This is done as a precautionary measure if the requested budget is not met in full, the program can continue successfully.

Execution: Upon notice that the program will be funded, the team kicks into gear with a plan of implementation, already drafted during the first phase. Revisions are made according to the amount received by Franklin with approval from Peeples. The staff are contacted and given a start date. Accounting (Brooks) is notified when grants are sought after as well as when approved. Franklin will review the contract and advise Peeples in signing the document. Franklin will review the award's requirements with the project team and leadership. These items are reviewed and assessed quarterly. If Franklin administers the program, she reviews the deliverables with Peeples, and they discuss progress bi-weekly. Likewise, one contractor in the workforce development space and Franklin meet weekly to review the week's progress and current actions for the week ahead.

Bi-monthly, staff share program updates with the board. Currently serving are: Ray Daniels (Former Chair), Mary Kate Gray (community relations), Stephen Gray (construction), Adam Hall (community relations), Jason Henson (communications), Rodney Jackson (school finances), Laura Klumb (Board Chair/fundraising specialist), Melvin Lewis (young professional/IT), Risa Richardson (community relations), Roderick Sherman (utilities), Myron Thompson (COO/facilities management), Anthony Walker (general manager), Yajaira West (community relations), Dominique Wright (engineer), and Todd Ziegler (banker). Reviewing progress with them aids staff in areas we may have overlooked.

Grant reports are handled directly by the staff person overseeing the program. That report is shared and reviewed with Franklin. Based on that report and how it compares to the intended outcomes, a plan of corrective action is put in place should the program not be meeting benchmarks. The report is submitted to the funding source based on the agreed-upon timelines. If the report is needed at the end of the award, staff complete this report bi-monthly or quarterly based on when results are expected.

Grant Conclusion: As the program or grant concludes, Franklin directs the team to summarize the work completed in the grant period in a formal report. This report is reviewed before submission to the funding source. After successful completion, the program documents are maintained on file for seven years unless otherwise determined in the signed contract. The results are shared in the League's annual report, which is also shared with the National Urban League.

Additionally, because the Lexington Urban League is part of a larger national movement for social justice, there are policies and procedures regarding grant management and implementation. The affiliate assessment, conducted every three years by the parent organization, evaluates this process. It is emphasized that program and grant implementation are assessed continuously and an action plan for continuous improvement is developed. Some of the items monitored are quoted below from Criteria III Implementation of Mission evaluation system.

Standard 6 The Affiliate program has a written program design, which includes program rationale, target population, specific program activities and key client outcomes.

Indicators of Effectiveness

- 6.1 Program Design. The Affiliate program has a written program design which outlines a research-based program rationale which describes program's potential influence on key client outcomes. ___Yes ___No Verification Source or Comment(s): Copy of program(s) design/outcomes
- 6.2 Target Population. The Affiliate program has identified a target population in their community and has developed a communication and marketing plan to reach this target group. ___Yes ___No Verification Source or Comment(s): Copy of Communication and Marketing Plan
- 6.3 Measurable Goals and Objectives. The Affiliate program design includes measurable program goals and objectives. ___Yes ___No Verification Source or Comment(s): Copy of program(s) design
- 6.4 Program Curriculum. Program(s) has and uses a detailed program curriculum which includes defined program activities. ___Yes ___No Verification Source or Comment(s): Copy of program(s) curriculum

Standard 7 Program implementation is assessed on an ongoing manner and an action plan for continuous improvement is developed.

Indicators of Effectiveness

- 7.1 Program Implementation Plan. Program(s) has a written implementation plan which includes activities, staffing, facilities, management plan and timeline for program implementation. ___Yes ___No Verification Source or Comment(s): Copy of program(s) implementation plan

- 7.2 Process Evaluation Plan. Did the program(s) meet goals and deliver on key indicators identified by funders. ____Yes ____No Verification Source or Comment(s): Copy of process evaluation plan by program(s)

Standard 8 The Affiliate program has and implements an evaluation plan for describing client outcomes and assessing program effectiveness.

Indicators of Effectiveness

- 8.1 Evaluation Plan. The Affiliate program(s) has a written evaluation plan for demonstrating program effectiveness. ____Yes ____No Verification Source or Comment(s): Copy of written evaluation plan by program(s)
- 8.2 Performance Targets. The Affiliate sets targets for program(s) performance on selected outputs, client outcomes and indicators. ____Yes ____No Verification Source or Comment(s): Copy of key outputs, client outcomes, indicators and programmatic targets.
- 8.3 Performance Measures. The Affiliate compares program(s) results on key performance measures to targets, as a minimum evaluation model for measuring program effectiveness and impact. ____Yes ____No Verification Source or Comment(s): Targets for program(s) outputs and key client outcomes

LFUCG FUNDS MANAGEMENT PLAN

If awarded funds for capital improvements, Franklin will review the requirements with applicable staff, partners, and the board of directors. The staff included will be Brooks, the executive administrator who oversees accounting and funding; White, the housing

development manager and “general contractor,” who orchestrates the work; N. Franklin, the contracted staff with 40 years of experience with similar projects, and federal compliance; and Peeples, the president/CEO. Each item will be reviewed collectively.

SECTION 4.4: OPERATIONAL FEASIBILITY

4.4.1 Capital Improvements Project Plans and Timeline

Grant Award Date: December 2025

Project Completion Deadline: June 30, 2026

Immediately following the notice of award, staff will share with all participants utilizing the facility, that services will move to an alternate location temporarily. Depending on the scope and size of the training class, offerings will be moved to the Urban League’s Russell School Apartments Community Room located on 5th Street or utilize the Urban League’s main conference room located at 148 Deweese Street. An additional office at 148 Deweese Street will allow the workforce development staff person to work from there and the barrier removal staff will have access to a private conference currently used to maintain organizational history and is connected to the President/CEO’s office. If warranted, staff will have the option of working from home and through appointments, both in-person and virtual. After the improvements have been made, the Tech Center will re-open as usual, but with better lighting, better internet capacity, a compliant ADA ramp, and be free from tripping hazards.

Temporarily moving the Tech Center activities to alternate locations, according to staff consensus, will not disrupt the workflow or participant engagement. Instead, staff highlight that the process of making appointments was utilized for two years during covid and there were no client complaints. Additionally, staff plan to start smaller sessions in November to coincide with construction plans. Doing so will alleviate large classes requiring more space and moving further from the familiar training site. Smaller classes are more conducive for learning.

Careful research shows that improvement to the workspace increases productivity which means more low-income families are served. A study abroad investigated the impact of environmental conditions in the workplace on the health and job satisfaction of employees, which are core productivity factors. In the study 70% of the workforce was relocated to a building with a design focused on sustainability, health, and well-being. The results show “a significant improvement in the perceived environmental conditions, as well as in the health and well-being of the relocated workers, measured by the drop in incidence of sick building syndrome symptoms. Results are heterogeneous based on age: older groups of employees enjoy larger health impacts. The relocation effects remain persistent in the medium term (two years after the moving date). Importantly, a mediation analysis suggests that the achieved improvements in health and well-being lead to significantly enhanced job satisfaction and a 2% reduction in the prevalence of sick leave,” according to the National Library of Medicine. In short, the capital improvements will result in less time off and more productivity.

In-house strategies: internally, staff will temporarily relocate to the administrative building or work from home.

December 2025 – Pre-Renovations

Notify contractors of the final decision. Meet with the selected contractor to determine the final selection for product replacements, storage, access to the building, working timeline for contractor's staff, ordering long-lead-time supplies (roofing, flooring, lighting, etc.), understanding safety guidelines, temporarily moving staff offices to the administration building or alternate location, notifying all staff of expected completion time and introducing them to all contractor staff.

January 2026 – Planning & Procurement

Finalize the timeline for completion based on the ordering of supplies and availability, realizing that some of the work will depend on the weather. Staff prepare the space for renovations. Take “before” images for documentation.

February 2026

Secure required permits and inspections (if applicable), schedule project sequencing to minimize disruption of ongoing programs.

March 2026 – Structural & Safety Repairs

Begin roof replacement, repair water-damaged walls following roof completion, based on weather, begin handicap ramp repairs (boards replaced, rails repainted, ADA compliance check), and install exterior and interior lighting upgrades for security and visibility.

April 2026 – Interior Improvements

Remove stained carpet and install vinyl plank flooring, continue wall finishing, painting, and touch-ups, conduct interim safety inspection of ramp, lighting, and roof.

May 2026 – Technology Upgrades & Finalization

Complete internet infrastructure upgrade (install improved bandwidth service, enclose wiring in protective conduit, relocate access point to secure location), conduct final facility-wide inspection to ensure all projects meet local code, health, and safety standards, document improvements with before-and-after photos.

June 2026

Prepare the final grant report package demonstrating completed work and its impact on program delivery.

4.4.2 Adequate strategy for securing additional support

The renovation of the Technology Center brings enhancements we believe current and new corporate partners would want to support financially. Naming rights for a year are

an option for each training room. For the largest training room, \$15,000; for the second location, \$10,000; for the staff office, \$5,000; for internet upgrades with logo on the home screen, \$7,500; and \$1,000 for the VITA tax site. That's \$38,500. Initial requests would be made to the board and their respective businesses, followed by partnerships that coincide with the mission or the training happening in that particular space. For example, a possible sponsor for the room used for solar installation and fiber optics could be Edelen Renewable, Charter, Kinetic, or Metronet.

The Urban League also has a two-year fundraising strategy in place. Membership campaigns are proven and effective tools for converting prospects into donors, increasing the size of gifts, and building and strengthening relationships. They are among the most useful solicitation methods for individual donations. Of the \$350 billion given to charities annually in the USA, approximately 84% comes from individuals. Historically, the Urban League has not solicited individual donors.

The Membership campaign captures all contributions made to the organization that are not based on an event, specific donation or purchase. It is a charitable "investment" in the work of the Urban League from someone committed to the organization's goals and values. All contributions made in this way (\$50 or more) identify the individual as a "member" of the Urban League of Lexington. Individual membership is renewable annually. Small business memberships are also included. Businesses and local nonprofit organizations with budgets under \$500,000 and/or less than 50 employees are essential to the health and well-being of our communities. Membership includes

participation in community roundtables, featured in a quarterly newsletter, 25% Discounted Urban League banquet tickets (2), and inclusion on the Urban League website with a company link for one year. Proceeds raised through membership are unrestricted dollars that may be used to support any shortfall with this project.

Identifying Members

Membership contributions of less than \$500 will generally come through four primary sources, outside of the GoodGiving Campaign.

1. Acquisition efforts will seek initial contributions from individuals. Efforts to acquire new members will come primarily through the marketing committees' strategies and direct or email campaigns.
2. Special appeals to individuals within corporate sponsor organizations. These efforts will focus on encouraging additional investment in ULLEX's good work through contributions to specific, highly attractive projects and year-end appeals.
3. Volunteer opportunities will peak interest from corporate supporters and grantors who seek greater engagement.
4. Renewals will seek continuation of support from existing members, encouraging them to renew their annual contributions.

Goal Achievement will increase revenues by \$11,500.

While waiting to hear the results of this request, staff will identify the most valuable upgrades. Plans to make up the shortfall will begin upon submission. With the funding gap identified, staff will complete their plan to make up the difference and get to work.

Furthermore, the Urban League has reserve accounts that require board approval to access. This is a quick way to address any shortfall; however, we don't want to pull from the interest-bearing accounts as a first option. Also, the Urban League has an available line of credit with Park Community Credit Union for \$50,000. This account has been active since 2017. And finally, the League may pull interest from its Endowment or funds in the Money Market account that are unrestricted. Ideally, funds from the latter accounts would be reimbursed, making the membership and naming rights strategies viable options.

4.4.3 Adequate number of qualified staff to carry out the proposed project

There are four full-time staff members working on this endeavor: (1) P.G. Peebles, Sr., President/CEO, (2) LaTasha White, Development Manager, (3) Annissa Franklin, Vice President, and (4) Shannon Brooks, Executive Administrator.

Additional support for this project has been gained from Norman Franklin, contract staff. Additionally, the board of directors has pledged its project support and includes construction and facilities management experts. The first is Stephen Gray of Gray Construction. He will give input and support as needed after hearing monthly reports to the board on the endeavor. The same pledge has come from Myron Thompson, 1st Vice Chair of the board, the Chief Operating Officer for Fayette County Public Schools. Thompson is an executive-level school administrator responsible for federal, state, and

local laws and Board of Education policies, regulations, and procedures relating to school district operations.

4.4.4 Indicators that demonstrate that the project can be completed by April 30, 2027.

Construction development staff has researched ways to keep the timeline on track and communicated timeline parameters with the three contractors placing bids. Two of the three propose completing the project within 7 months.

1. Design a Materials Strategy – order early, manage expectations by communicating often with business/homeowners, and be flexible in incorporating new ways of combining materials
2. Design a Strategy to Keep Costs in Line—Take advantage of relationships, assemble the design team early, have alternatives for selected items at the start of the project, and reuse and refresh items if possible.
3. Have a Contingency Plan for Labor Shortage—There are trade schools and nonprofit programs specializing in construction and other trades. These entities are possible partners as they provide the training, but the League’s project gives them real-world experience with the supervision of the partner’s staff and League monitoring.

4.5: COST ANALYSIS – AND ATTACHMENTS

Project	AC & Dan Walker Services	Elaine Allen	Cerveja 1, LLC
1. Roof Replacement and Wall Repairs	Roof replacement At this address, we remove approximately 35 square shingles off the roof, replace with new dimensional shingles, ridge cap, felt, ice guard, and wall flashing, vent caps, vents, pipe boots, flashing, we will also haul off all debris and all materials included in the bidding. • \$12,200 Painting & drywall repair	Elaine Allen proposes providing a new shingle roof system. This proposal includes removal of 1,900 sf of shingle, replacing damaged sheathing and installing a vapor barrier with a 30-year shingles. Includes new metal fascia, soffit & gutters. Painting interior walls (Offices, Training area, Restrooms, Kitchenette, and Misc.) • Base Proposal \$56,700.00	Remove existing roofing material. Inspect and replace damaged underlayment as needed. Install new roofing system with flashing and ridge venting. • \$18,000 Removed and replaced damaged drywall areas. Finish, sand, and paint all walls and ceilings (2 coats color selected by owner). • \$14,000

	We will paint the entire inside of the building, including two bathrooms, ceilings, and walls! Move furniture from one side while painting and put back in original order, also repair all drywall, all materials included in the bidding • \$9,275 • Walker Services: 21,475		Remove and replace existing vulnerable exterior doors in the with new insulated units. Replace soffit panels in the back of the building to match existing. • \$8,000 ★ Cervejah 1: \$40,000
2. Interior and Exterior Lighting	No bid. • Walker Proposal \$0	Scope includes replacing existing fluorescent bulb 2x4 lights with 2x2 LED Light panels. Furnish and install LED Exterior wall packs. • E. Allen \$23,119.00	Remove all existing light fixtures. Supply and install new LED fixtures throughout the building. • \$6,000 ★ Cervejah 1: \$6,000

3. Flooring Replacement, Handicap Ramp and Concrete Repairs	Remove ramp and rebuild We will remove the steel ramp and replace it with a wooden ramp and rails haul away all debris all materials included in bidding! • \$9,880 Flooring laminant install The removal of all carpet and installation of laminated flooring throughout the entire building, including the kitchen area and bathrooms, if desired!! That	Scope includes removing existing flooring, furnishing and installing LVP flooring throughout the facility. Elaine Allen to provide a treated wood ADA ramp. Scope includes deo of the existing ramp. Building a new ramp according to code. Provide grip rite planks and metal handrails. Repair existing exterior steps and porch. • <i>E. Allen \$61,054.00</i>	Remove all existing flooring throughout the building. Install new flooring, material and type to be selected by Urban League. Includes base trim and transitions. Demolish and remove old ramp and install new ADA compliant ramp. • \$12,000 ★ Cervejah 1 \$12,000

	includes moving furniture around as needed and all materials included • \$15,500 Concrete repair: Add smooth finish to existing concrete • \$350 • Walker \$25,730		
4. Internet Upgrade and Enclosed Wire Cabinet	Enclose wiring cabinet • \$300 • Walker \$300	Scope of work to include new IT cabinet to be mounted to new location. Provide new Wi-Fi router and patch panel. Provide Wi-Fi access points in offices and training room	No bid. • Cervejah 1 \$0

		★ E. Allen \$49,340.00	
5. Contingency	\$6,000	\$0	\$6,000
TOTAL	\$53,505 Walker	\$190,213 Elaine Allen	\$64,000 Cervejah

The majority of the work we aim to complete through Cervejah 1. The decision was based on the quality of work, customer reviews, and cost comparison with the reputable company, Elaine Allen.

Agency Budget

URBAN LEAGUE OF LEXINGTON-FAYETTE CO	2025-2026
ANNUAL BUDGET	ANNUAL
7/1/2025-6/30/2026	BUDGET
BEGINNING BALANCE	
INCOME:	
UNITED WAY	25,000
UNEARNED REVENUE	0
ANNUAL REVENUE CAMPAIGNS	110,000
PROG/GRANT INCOME	38,000
RENTAL INCOME - 149 DEWEESE	14,400
MCKENZIE SCOTT FUNDS	605,000
ANNIVERSARY ACCOUNT	
PAYCHECK PROTECTION ACCOUNT	56,185
OPERATING RESERVE	
SUBTOTAL INCOME	848,585
TOTAL FUNDS	848,585
EXPENSES:	
SALARIES	456,481
HEALTH INSURANCE/DISAB.	159,609
FRINGES (FICA,SUTA,W.C)	47,017
RETIREMENT PLAN	25,824
TELEPHONE	4,000
POSTAGE	1,400
EQUIP MAINT. -- COPIER	3,840
EQUIP RENTAL -- POSTAGE	1,352
OFFICE SUPPLIES	4,000
SUBSCRIPTIONS & PUBL	4,000
TRAVEL/CONF	13,000
NATIONAL DUES	2,500
MEMBERSHIP DUES	2,365
AUDIT FEES	11,500
INS-BOND,D&O LIAB., AUTO	3,500
MISCELLANEOUS	2,000
PROP & LIAB INS	10,000
BUILDING MAINTENANCE/LAWN CARE	6,500
MORTGAGE INTEREST	8,976
UTILITIES-ELEC,GAS,WATER	7,000
MORTGAGE INT-149 DEWEESE	4,680
SOFTWARE TECHNICAL SUPPORT	2,000
BLDG MAINT - UTL 145, 149 DEWEESE	7,000
SECURITY 145,148 DEWEESE ST	1,752
MARKETING/COMM. ENGAGEMENT	5,000
MADE	39,000
FUNDING DEPRECIATION RESERVE	0
ACCOUNTING SOFTWARE LICENSE RENEWAL	5,530
FUNDING OPERATING RESERVE	0
FINANCIAL CONTRACTING SERVICES	8,500
TOTAL EXPENSES	848,326
ENDING BALANCE	259

COMMERCIAL LEASE

This lease is made between Fayette Local Development Corporation, herein called Lessor (Landlord), and The Urban League of Lexington-Fayette County, Inc., herein called Lessee (Tenant).

Lessee hereby offers to lease from Lessor the premises situated in the City of Lexington, County of Fayette, State of Kentucky, described as 145 DeWeese Street, Lexington, KY 40507, upon the following TERMS and CONDITIONS:

1. **TERM AND RENT.** Lessor demises the above premises for a term of Ten years, commencing on April 1, 2020, and terminating on March 31, 2030, or sooner as provided herein at the annual rental of Zero Dollars (\$ 0.00) payable in equal installments of Zero Dollars (\$ 0.00) in advance on the first day of each month for the month's rental, during the term of this lease. After a five year period (April 1, 2025) of the ten year lease term has expired, the annual/monthly shall be increased ten percent (10%) for the balance of the initial ten year lease term. All rental payments shall be made to Lessor, at the address specified above.
2. **USE.** Lessee shall use and occupy the premises for offering community programs. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purposes.
3. **CARE AND MAINTENANCE OF PREMISES.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall maintain electrical wiring, plumbing and heating installations and any other system or equipment upon the premises according to state and local code. Lessee shall maintain the roof, exterior walls, and structural foundations.
4. **ALTERATIONS.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Certain Leasehold Improvements, mutually agreed upon by Lessor and Lessee, shall be carried out at the time and expense of the Lessee and shall inure to the Lessor upon termination of this lease agreement. The aggregate cost of Leasehold Improvements shall be recorded in the Lessee's books of record and depreciated over the acceptable accounting periods.
5. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. UTILITIES. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, electricity, telephone and internet services.
8. ENTRY AND INSPECTION. Lessee shall permit Lessor to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within one hundred and eighty days (180) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. POSSESSION. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 90 days of the commencement of the term hereof.
10. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages caused by Lessor and/or Lessor's subcontractors.
11. INSURANCE. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten (10) day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
12. EMINENT DOMAIN. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such

taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said ninety (90) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within ninety (90) days, this lease may be terminated at the option of either party. In the event of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
14. **LESSOR'S REMEDIES ON DEFAULT.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 180 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 180 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 60 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor on the signing of this lease the sum of Zero Dollars (\$ 0.00) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.
16. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to

all costs incurred in connection with such action, including a reasonable attorney's fee.

17. WAIVER. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
18. NOTICES. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.
19. HEIRS, ASSIGNS, SUCCESSORS. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
20. OPTION TO RENEW. Provided that Lessee is not in default in the performance of this lease, the lease shall auto-renew for an additional Ten (10) year lease term in the absence of a 180-day notice by either Lessor or Lessee of non-renewal. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be increased by ten percent (10%) of the established rent at the time of the initial expired lease. The sum of the monthly rents shall be zero Dollars (\$0.00).
21. SUBORDINATION. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
22. RADON GAS DISCLOSURE. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in basements and ground-floor living spaces. Additional information regarding radon and radon testing may be obtained from your county public health unit.
23. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' executive hereof:

Signed this 1st Day of April 2020.

By: 
Lessee (Tenant)

By: 
Lessor (Landlord)