

**COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 30<sup>th</sup> day of August 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **ARBOR YOUTH SERVICES, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 536 West Third Street, Lexington, Kentucky 40508.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the properties located at 536 West Third Street, 540 West Third Street, and 1807 Dalton Court, all 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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

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

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

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on October 15, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit “A” – Request for Proposal, Risk Management Provisions, and Scope of Project
- B. Exhibit “B” – Response to Request for Proposal

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

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

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **THREE HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED FOUR DOLLARS (\$324,104)** ("**Funds**") for the completion of all of the Project(s). The total amount of the Funds that the Organizational shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("**Sum**") shall not exceed the amounts stated herein:

| <b>PROJECT # AND DESCRIPTION</b>  | <b>SUM</b>   | <b>OPERATIONAL/CAPITAL</b> |
|---|--------------|----------------------------|
| 1) 540 West Third Street facility improvement   | 1) \$269,500 | 1) Capital                 |
| 2) 540 West Third Street operational investment (water heater, generator, washer & dryer, stackable washer & dryer, stove, SUV) | 2) \$30,967  | 2) Operational             |
| 3) 536 West Third Street facility improvement   | 3) \$1,500   | 3) Capital                 |
| 4) 536 West Third Street operational investment (generator, washer & dryer set)   | 4) 9,267     | 4) Operational             |
| 5) 1807 Dalton Court operational investment (two HVAC units)  | 5) \$12,870  | 5) Operational             |

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

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that nature of work performed, accompanied by data

satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

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

5. **CONSTRUCTION TERMS.** The following terms shall apply to any of the Project(s) above that require construction costs (Project #1 and #3).

a. **Project to be Completed in Workmanlike Manner.**

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

b. **Permits.**

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

c. **Building Regulations.**

Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. **No Liens.**

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

interim or progress payments hereunder.

e. Right of Inspection.

Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability.

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

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

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

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

c. The Organization agrees and certifies that all activities performed pursuant to any

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

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

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

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

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

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

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

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

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

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

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

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

13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

15. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

17. **INVESTMENT.** Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship

with or right of action in favor of a third party against either Organization or LFUCG.

**20. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**21. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Lori Clemons, Executive Director  
Arbor Youth Services  
536 West Third Street  
Lexington, Kentucky 40508

For Government:

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

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

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

**THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK**

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: Linda Gorton  
Linda Gorton, Mayor

ATTEST:

[Signature]  
Clerk of the Urban County Council

ARBOR YOUTH SERVICES, INC.

BY: Lori Clemons  
Lori Clemons, Executive Director

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the 30<sup>th</sup> day of September, 2022, by Lori Clemons, Executive Director of Arbor Youth Services, Inc., a Kentucky nonprofit organization.

My commission expires: 02.26.2025

COMMISSION No.  
KYNP24404

[Signature]  
Notary Public, State-at-Large, Kentucky

00765796.DOCX



**EXHIBIT "A"**



# Lexington-Fayette Urban County Government

## Request for Proposal

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

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

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

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

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

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

**SELECTION CRITERIA:**

See Scope of Work for scoring criteria.

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

**Questions shall be addressed to:**

Todd Slatin, Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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



**AFFIDAVIT**

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by LORI CLEMONS on this the 21 day of JUNE, 2022

My Commission expires: FEBRUARY 26, 2025  
COMMISSION NUMBER # KYNP24404

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature

Arbor Youth Services, Inc.  
\_\_\_\_\_  
Name of Business

ARBOR YOUTH SERVICES, INC.  
AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

I. Policy

A. General Statement

Arbor Youth Services is an equal opportunity employer operating under federal and state laws which prohibit discrimination against any person in recruitment examination, appointment, training, promotion, retention or any other personnel action because of such individual's race, color, religion, sex, national origin, or ancestry. This Affirmation Action Plan restates that commitment and assigns continuing responsibility for specific activities to ensure that minorities and women are considered in all employment activities.

In initiating the Plan Arbor Youth Services recognizes (1) that it is necessary to identify and deal with discrimination and roadblocks to equal opportunity, intended or unintended; (2) that well-conceived, planned and realistic actions are necessary to provide for achieving true equality of opportunity; (3) that these actions be aggressively pursued; (4) that an effective periodic self-evaluation is needed to ascertain whether pre-determined goals are being met; and (5) that this evaluation will result in updating the action plan, as necessary, to meet changing needs and to effectively resolve problems.

B. Administration and Communication of the Plan

Under the direction of the Executive Director, the overall responsibility for administering the Plan rests with the Administrative Coordinator. However, each program Coordinator is responsible for applying the Affirmative Action Plan to all activities of their program divisions and shall be held accountable for results. Such cooperative action as is necessary between divisions shall be coordinated by the Executive Director. A continuing evaluation of the effectiveness of the Plan shall be made by the Executive Director and periodic reports evaluation of the results of the Plan shall be included in the Annual Report provided at the Board of Directors retreat.

Copies of this Plan shall be distributed to program coordinators by the Executive Director to ensure the recognition of the major commitment and top management approval of the Plan.

C. Community Participation

Arbor Youth Services goes on record as supporting community activities which are designed to improve the employability of minorities including educational and training programs conducted by various educational institutions. Liaison, established by personal contact, will be maintained with existing equal opportunity programs.

II. Recruitment

Recognizing that recruitment efforts are the means by which the Affirmative Action Plan can be implemented with significant and immediate results, the Executive Director will be given

the primary responsibility of attracting minority and female applicants. This shall also be a concern of other staff recruiters.

A. Development of Contacts by the Executive Director and Other Staff Recruiters

1. Attend meetings of community, minority, and women's organizations to explain policy and objectives.
2. Represent Arbor Youth Services at local conferences which relate to the employment of minorities and women.
3. Cultivate personal contacts with members of the minority community and organizations to further the progress of women.
4. Arrange for tours of Arbor Youth's facilities for minority and female groups.
5. Maintain liaison with work-experience programs and special training programs for minority and female groups.
6. Encourage minority and female employees to refer their friends who are qualified for job vacancies.
7. Participate in local career days at schools and colleges, particularly those with large numbers of female and minority students.
8. Notify churches and community organizations which serve the minority community of organizational vacancies and the organization's Affirmative Action Plan.
9. Discuss Arbor Youth's employment needs and policy with community associations, organizations of minorities, and organizations to further the progress of women and minorities.
10. Notify organizations, including professional, business, and trade associations designed to further the progress of women and minority groups, the AAUW, the NAACP, and other appropriate groups, of employment opportunities, especially in professional and managerial classifications.

B. Encouragement of Job Applicants

1. Include "Equal Opportunity Employer" on all recruitment advertising.
2. Post promotional opportunities and encourage applications.
3. Advertise job vacancies in media reaching women and the minority community.
4. Develop special recruitment literature for minorities and women.
5. Use City Recreation Centers, Community Centers, and Branch Libraries as locations from which to conduct recruitment activities.
6. When vacancies occur in professional positions, make special effort to contact colleges with large minority enrollments.
7. Indicate on job announcements that positions are open to women and men.

III. Selection

Screening of applicants is the responsibility of the Executive Director and program Coordinators through review of applications, interviewing, and certification. Final selection is the responsibility of each program Coordinator with the approval of the Executive Director.

A. Examinations

The definition of examinations includes the process from review of applications to final determination of eligibility. While an evaluation of all tests used in selection is not feasible at the present time, the following actions shall be taken to avoid discrimination and to acquire pertinent statistics for use in any further evaluation.

1. Where possible, eliminate from the application form all inquiries concerning race, color, religion, sex, national origin or ancestry. This includes, but is not limited to pre-employment inquiries concerning marital status, maiden name, number of dependents, arrest record.
2. For written tests, keep a record of the success of women and minority group members in taking the test.
3. A program coordinator should notify the Executive Director if in their judgment the experience requirements or the tests are unnecessarily restricting selection for employment or promotion or when they feel the test has poor validity.

B. Counseling

1. Suggest to rejected applicants possible actions to improve their chances of future employment.
2. Provide career counseling to present employees upon request, pointing out promotional opportunities, career ladders used by other employees, and training needs.

C. Appointment

1. Persons making final selection should interview as objectively as possible and notify applicants not appointed of the reason for the decision.
2. Where the staff has an unrepresentative mix of minorities and women, merit factors remaining equal, special attention should be given to this matter when a vacancy is to be filled.

IV. Training

1. Encourage women and minority employees to participate in education and training courses given by Arbor Youth and courses given within the community.
2. Special attention should be given to promoting the selection of minority members and women for in-service training.
3. Organize additional training courses for upgrading the skills of employees.
4. For future evaluation purposes, record the participation rates of women and minorities in training courses and their use of educational leave and educational assistance.
5. Include information regarding the Affirmative Action Plan in all training courses at all levels, especially training sessions for supervisors.
6. Utilize the orientation interview to describe the Plan and career possibilities.

V. Career ladders and Promotion

1. Post promotional opportunities and encourage the widest range of applications.
2. On an individual basis, counsel employees on their probable career ladder.

3. As the need arises, rate employees on their promotional potential and provide career information and training information.
4. Encourage program Coordinators to notify the Executive Director of minority staff members and women who have significant promotional potential so that the Executive Director suggest they apply for vacancies at a higher level.

VI. Evaluation and Reporting

1. Data shall be compiled every six months indicating the number and percentages of employees in each department by designated pay grade levels from various minority groups. A similar report shall be prepared on women.
2. A summary and evaluation of the above data shall be prepared for distribution to the Executive Director, Board of Directors, all program coordinators, and other interested persons.
3. Program Coordinators shall report to the Executive Director or Administrative Coordinator any problems or suggestions on the implementation of the Plan to aid in the evaluation.

VII. Complaints and Appeals

1. Complaints resulting from the administration of this plan shall be submitted to the Executive Director in accordance with the provisions of the Grievance Policy.
2. If the complaint is based on alleged discrimination because of race, color, religion, sex, national origin, or ancestry, the complainant may appeal to Board of Directors, where the complaint is within the jurisdiction of the Board as provided for in Grievance Policy. If the Board finds that there was discrimination, it shall recommend or where so empowered by the policy, it shall order, appropriate corrective action.

**WORKFORCE ANALYSIS FORM**

Name of Organization: Arbor Youth Services

| Categories       | Total | White<br>(Not Hispanic or Latino) |   | Hispanic or Latino |   | Black or African-American<br>(Not Hispanic or Latino) |    | Native Hawaiian and Other Pacific Islander<br>(Not Hispanic or Latino) |   | Asian<br>(Not Hispanic or Latino) |   | American Indian or Alaskan Native<br>(not Hispanic or Latino) |   | Two or more races<br>(Not Hispanic or Latino) |   | Total |    |
|------------------|-------|-----------------------------------|---|--------------------|---|---|----|--|---|-----------------------------------|---|---|---|---|---|-------|----|
|                  |       | M                                 | F | M                  | F | M   | F  | M  | F | M                                 | F | M   | F | M   | F | M     | F  |
| Administrators   |       | 2                                 | 1 |                    |   |   |    |  |   |                                   |   |   |   |   |   | 2     | 1  |
| Professionals    |       | 2                                 | 7 |                    | 2 |   | 14 |  |   |                                   |   |   |   |   |   | 1     | 24 |
| Superintendents  |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Supervisors      |       |                                   | 1 |                    |   | 1   |    |  |   |                                   |   |   |   |   |   | 1     | 1  |
| Foremen          |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Technicians      |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Protective       |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Para-            |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Office/Clerical  |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Skilled Craft    |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| Service/Maintena |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   |       |    |
| <b>Total:</b>    |       |                                   |   |                    |   |   |    |  |   |                                   |   |   |   |   |   | 4     | 26 |

Prepared by: Lori Clemons, Executive Director Date: 6 / 4 / 2022

*(Name and Title)*

*Revised 2015-Dec-15*



## GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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



7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”
15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

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

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

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

00471865



**LEXINGTON**

Lexington-Fayette Urban County Government  
Request for Proposals

**Nonprofit Capital Grant Program  
Scope of Work**

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

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

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

**Instructions**

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

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

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

For More Information:

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



## 1.0 GENERAL PROVISIONS

### 1.1 Funding

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

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

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

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

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

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

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

### 1.2 Proposal Submission

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

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

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

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

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

### **1.3 Acceptance/Rejection of Applications**

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

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

#### **Inquiries/Questions**

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

Todd Slatin, Director

Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507

E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320

**Deadline for questions is JUNE 3, 2022 at 2:00 PM EST**

### **1.4 Requests for Clarification**

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

### **1.5 Timeline**

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

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

**Webinar ID: 852 2355 9169**

**Passcode: 435922**

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

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

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

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

### **1.6 Evaluation**

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

Scoring criteria are outlined in Section 4.0 Evaluation.

### **1.7 Selection**

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

### **1.8 Reporting**

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

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

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

## 2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments
  
- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
  - Double spaced
  - Single sided
  - Arial 12-point font with 1-inch margins
  - Sections clearly marked
  - Page numbers in bottom right corner of complete submission

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

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

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

### **Section 2: Demonstrated Need**

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

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

### **Section 3: Applicant Capacity for Project and Meeting ARPA Requirements**

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

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

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

### **Section 4: Operational Feasibility**

The application must include:

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

### **Section 5: Cost Analysis – and attachments**

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

### 3.0 SCOPE

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

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

#### Who is Eligible?

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

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

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

##### Facility Improvements

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

##### Operational Investments

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

**Grant Award Allocation**

| <b>Funding Pool*</b>         | <b>Facility Improvements</b> | <b>Operational Investments</b> |
|------------------------------|------------------------------|--------------------------------|
|                              | \$4,000,000                  | \$2,000,000                    |
| Minimum Request per agency** | \$100,000**                  | \$50,000**                     |
| Maximum Request per agency   | \$500,000                    | \$250,000                      |

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

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

**4.0 EVALUATION & CRITERIA**

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

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

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

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

#### **4.2 Demonstrated Need**

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

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

#### **4.3 Applicant Capacity for Project and Meeting ARPA Requirements**

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

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

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

#### **4.4 Operational Feasibility**

The application must include:

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

#### **4.5 Cost Analysis – and attachments**

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



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

*LFUCG reserves the right to adjust funding amounts.*

**EXHIBIT "B"**



# LEXINGTON

## RFP-24-2022

### Arbor Youth Services

### Supplier Response

#### Event Information

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

#### Contact Information

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

## Arbor Youth Services Information

Contact: Lori Clemons  
Address: 536 W. Third Street  
Lexington, KY 40508  
Phone: (859) 254-2501  
Fax: (859) 523-2936  
Email: [lori@arborky.org](mailto:lori@arborky.org)  
Web Address: [www.arborky.org](http://www.arborky.org)

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

Lori Clemons

*Signature*

*Submitted at 6/21/2022 11:06:35 AM (ET)*

[lori@arborky.org](mailto:lori@arborky.org)

*Email*

## Response Attachments

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**ARPA Nonprofit Capital Grant - Complete Application Package.pdf**

AYS ARPA NONPROFIT CAPITAL GRANT PROPOSAL PACKAGE



**PROPOSAL SUBMITTAL COVER SHEET**

**Agency Information**

Agency Name: Arbor Youth Services

Mailing Address: 536 W Third St. Lexington, KY 40508

Street Address: 536 W Third St. Lexington, KY 40508

Phone: (859) 254 - 2501

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

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

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
Lori Clemons, Executive Director, 859-466-6156, lori@arborky.org

Person Completing Application (Name, Title, Phone, Email):  
Lori Clemons, Executive Director, 859-466-6156, lori@arborky.org

**Project Information**

**Funding Requested by Project, if bundling multiple Projects:**

|                                    |  |  |                           |
|------------------------------------|--|--|---------------------------|
| Project: <u>540 W Third Street</u> | <input checked="" type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project            | Request \$ <u>269,500</u> |
| Project: <u>536 W Third Street</u> | <input type="checkbox"/> Facility Improvement project            | <input checked="" type="checkbox"/> Operational Investment project | Request \$ <u>30,967</u>  |
| Project: <u>536 W Third Street</u> | <input checked="" type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project            | Request \$ <u>1,500</u>   |
| Project: <u>536 W Third Street</u> | <input type="checkbox"/> Facility Improvement project            | <input checked="" type="checkbox"/> Operational Investment project | Request \$ <u>9,267</u>   |
| Project: <u>1807 Dalton Court</u>  | <input type="checkbox"/> Facility Improvement project            | <input checked="" type="checkbox"/> Operational Investment project | Request \$ <u>12,870</u>  |

**Total Funding Amount Requested: \$ 324,104**

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

## ***540 W Third Street – Facility Improvement Project***

### **SECTION 1**

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe, supportive, and welcoming environment for unaccompanied youth (from birth through 24 years of age) who have suffered abuse, neglect or are at-risk of being victimized and are experiencing homelessness. For children under the age of 18, we provide 24-hour residential-like emergency shelter. AYS has operated this emergency shelter since 1976, and it is the only Safe Place designated emergency shelter for youth in Central Kentucky. For youth between 18 and 24 years of age, we provide overnight emergency shelter, complimented by an outreach center and supportive housing programs where we help these youth transition from homelessness to housing. All of the children and youth we serve find themselves homeless often at no-fault of their own, whether they've been removed from their home, kicked out of their home, or age-out of foster care. We envision a community where every child and youth has a stable home and where all children and youth who are at-risk are strengthened and supported to regain ties with their family, their community, and other encouraging adults.

As the only nonprofit to work specifically with this age group on getting youth from homeless to housed, we at Arbor Youth Services work every day to meet the needs of these young people. We hope to ensure that homeless youth ages 18-24 are able to safely have their basic needs met. We want to help youth transition out of homelessness and to become self-sufficient. Once housed, our critical goal becomes making sure youth maintain housing by providing housing-based case management.

We aim to assist our youth in meeting the following goals: Immediate safety; Stable housing; Self Sufficiency; and Long-term well-being. Examples of goals include: completing safety plans; accepting case management; participating in skill building and enrichment activities; working towards employment or educational advancement; and accessing appropriate services that will ensure their health and mental well-being.

Homeless youth require intensive support services that are often lacking in adult programs, as many youth require extensive support when transitioning to independent living. Adult programs are not developmentally appropriate for young adults, and difficulties arise when mixing them with older adults who have long histories of addictions, mental illness, abuse, and crime and who model survival strategies learned from years of homelessness. The youth we serve often do not feel comfortable in adult shelters due to their increased risks of victimization either through theft or unfortunately, in some cases, physical or sexual harm. Many youth congregate and stay in places not meant for habitation or on the streets to avoid staying in shelters, either due to the above fears or because they are unable to abide by what they feel are arbitrary or punitive guidelines. For many youth with mental health issues, shelters exaggerate triggers or other behavioral issues that would otherwise be benign if in a safe environment. Youth access our outreach center and shelter because they feel safe in the environment and understood by staff, which ultimately leads to accepting services to meet their basic needs and making positive choices about their lives.

It is imperative to break the cycle of homelessness at a young age so that these people do not spend decades dependent on Lexington's assistance programs. Keeping young people away from the cycle of homelessness impacts Lexington in many ways.

Through the immediate support we provide in our outreach center and shelter, we keep kids off the streets which leads to a decrease in crime; studies show that when individuals have a home and a job, they are less likely to resort to crime to meet their needs. Off the streets, youth are also physically safer from others. Keeping young adults from becoming chronically homeless saves our city money through a decrease in social assistance programs for them in the future. Our services are a cost-effective way for youth to gain stability, reconnect with their families and prevent them from becoming chronically homeless adults. Data indicates there are significant costs to the public associated with homelessness. These costs include expenses in public assistance, law enforcement, and health services. For instance, in 2019, the public cost of services – including shelter, public assistance, law enforcement, and health services – for a chronically homeless individual in Lexington, KY, was \$12,202 per month, significantly higher than the \$1,500 per month for residents in supportive housing (LFUCG Office of Homelessness Prevention and Intervention). For AYS, the estimated cost of services per youth is \$1,903, varying depending on the number of youth served annually.

As the number of homeless youth has more than doubled nationwide over the last 10 years (National Center for Homeless Education), Lexington's number of 18-24 year olds who are living on the streets or in shelters seems to fluctuate year to year. In 2021, Fayette County's LexCount showed a 22% increase in youth homelessness for youth between the ages of 18 and 24, and this number does not necessarily reflect the true need, such that unaccompanied homeless youth are more likely to couch surf, which is not counted in HUD Point in Time homeless counts. In 2021, AYS served 152



unduplicated youth through programs provided in our 540 W Third Street location, in Fayette County, Lexington.

## **SECTION 2**

The programs offered at and through our 540 W Third Street location are valuable to the community by providing youth who are experiencing homeless or housing insecurity with a place to come during the day and night that allows them to be connected with the community services and government benefits available that will allow them to work towards self-sufficiency. AYS owns this historical home that has many structural, interior, and exterior facility issues that haven't been able to be addressed due to the amount of funding needed. In 2018, using CDBG and private donor funds, AYS was able to fully rehab the neighboring property (536 W Third St.) that serves as our emergency shelter for minors and was able to address a few immediate pressing facility needs of 540 W Third Street; however, the facility has many issues, new and old, that have yet to be addressed due to the need for extensive funding to do so.

One of the major issues to be addressed is structural wall and foundation repair. The brick wall of the lower left side of the building is gradually slanting in, buckling under the weight of the building. The organization was informed several years ago that while this was not an urgent issue if this issue is never addressed that the wall would eventually collapse over time. This structural issue is also causing the floors on the second floor to slant. Repairing this wall ensures that this building can continue to serve

youth experiencing homelessness for another 46 years, providing these youth a safe place to have their basic needs met, to sleep, and to secure housing.

Another structural issue that would be addressed using this funding would be replacing several missing floorboards in the attic, where we store necessary household and personal items distributed to youth as needed. The staircase to the attic does not have a handrail which could be hazardous to youth and staff as they retrieve items from the attic, and we would like to add a handrail to prevent falls.

Other facility issues that would be addressed if funding was awarded is as follows:

#### Exterior Issues

- There are several areas where there are cracks or mortar loss in the brick walls and chimneys around the facility's perimeter. These cracks need to be sealed with mortar (tuck pointing) to ensure the bricks are in stable condition to prevent possible water penetration.
- There is also peeling paint, caulk separation, exposed wood, and wood deterioration on several exterior trim surfaces, where re-painting and caulking is necessary to prevent wood from deteriorating further.
- The wood windows are also in marginal condition with areas of peeling paint, glazing deterioration, slight deterioration, and loose trim intersections. The window components need to be caulked/sealed and painted to prevent further deterioration or possible water intrusion.

## Roofing Issues

- The downspouts on the side of the building are incomplete or missing that can direct water toward the structure or foundation and need to be repaired. Additionally, it has been suggested that we need downspout extensions to get water as far as away from the property's foundation as possible.
- There is flashing that is loose on the several rooflines and needs to be repaired to prevent possible water penetration or further damage.
- There are several soffits that are stained, indicating that the box gutters could be leaking. Due to the height of the soffits, testing the soffits for further evaluation is needed, leading to possible repair. There are also void or loose soffit materials, and these voids need to be sealed to prevent further damage and pest access; squirrels and bats keep gaining access to the attic, where donations are stored, through these voids.

## Electrical Issues

- Cover plates need to be installed on several electrical boxes, and this is necessary to prevent possible electric shock and suppress fires. We also have several double tap electrical connections, where two wires are connected to the same breaker; each series of wires should have its own dedicated breaker installed. Additionally, there are breakers in the service panel that is too large with current wire sizes, and these should be replaced with wires that are accurate with breaker sizes. Further, in the basement, there are abandoned and live wires not terminating into junction boxes. Unsafe wiring needs to be removed or concealed within junction boxes to prevent possible electric shock or a home fire.

## Plumbing

- There is regularly standing water in the main waste line, indicating a blockage. This has continued to be an issue, leading to waste backing up into the bathtubs and toilets. This issue needs to be addressed in order for youth to be able to use the bathrooms for their intended use.

## Bathroom Issues

- This facility has 2 full bathrooms. In one bathroom, there is currently no ventilation source in the bathroom and a bath fan is needed to remove hot humid air from the bathroom to prevent possible water damage as time goes on. In this same bathroom, the vanity waste line is flexible piping that is not an approved piping component, which increases clogging and can become malodorous due to its rough texture; this flexible piping needs to be replaced with solid ridged piping. The faucet on the vanity is also very loose due to not fitting properly; repair or replacement of the faucet is needed to prevent possible damage to faucet or water lines.
- In the second bathroom, the sink's waste line has an S trap installed, and it needs to be upgraded to a P trap to prevent siphoning of water. Additionally, the shower walls are in poor condition with loose panels or seams and need to be repaired to prevent possible water penetration.

## Other Interior Issues

- The dryer line on the second floor of the building is flexible piping that can damage easily, trap lint, and typically are not rated for permanent use. We need to replace the current dryer line with rigid metal piping to prevent deterioration of dryer line, minimize the accumulation of lint and prevent possible fires. Additionally, the first

floor's dryer line is disconnected and discharging hot moist air into the crawlspace and also needs repair.

- The handrail does not fully extend up the staircase, and we would like to install a complete handrail that is easy to grasp to current steps to prevent falls in an emergency.
- The rear exterior door's deadbolt does not latch properly, and it needs to be repaired to maintain the security of the building.

### **SECTION 3**

Arbor Youth Services has provided emergency shelter and accompanying support services to Central Kentucky runaway and homeless youth since 1976. AYS has successfully operated homeless support programs for over 40 years and continues to provide extraordinary age-appropriate services to youth in an individualized and positive manner. The organization has operated federal, state, and city funded projects throughout the duration of its operation and continue to implement effective and life-saving projects like those proposed in this application. AYS is prepared and capable to use federal award funds properly and efficiently and can complete the repairs and purchases outlined in this application in a timely manner. The organization has not previously had any noncompliance issues, but in any cases of noncompliance, AYS would respond and remedy any issues in a timely and appropriate manner.

Key AYS personnel have vast experiences and expertise that explicitly contribute to making our programs successful. The following staff positions are key to managing and monitoring grant activities and effective performance and would oversee the

projects described in this application. The Executive Director, Lori Clemons, has been with the organization for nearly 5 years and is responsible for oversight of the agency and programs and compliance with state and federal regulations. This would not be Ms. Clemons' first capital project and is accustomed to the requirements of federal funding use and reporting; since joining the organization, Ms. Clemons has effectively overseen and completed two rehab projects, including the complete rehab of 536 W Third Street using CDBG funds. The Administrative Coordinator, Joshua McKinley, has been with the organization for almost 3 years and is responsible for not only the financial management of the organization but also assists all leadership staff in ensuring compliance with internal controls, grant requirements, and licensing requirements. Mr. McKinley also has experience and understanding of the reporting and invoicing requirements for awarded federal funding.

AYS is prepared to manage and comply with all ARPA requirements and to ensure that the winning contractor understands all ARPA requirements to remain compliant. Upon notification of award status, AYS will issue a RFP detailing the project and the ARPA requirements expected of awarded contractor. AYS will secure at least 3 bids on the project to select the most affordable contractor.

#### **SECTION 4**

The organization is prepared to start facility repairs and make operational equipment purchases upon notice of awarded funding. Having completed two major and one smaller-scale rehab projects, we have good relationships with multiple contractors and feel confident that we could quickly get three bids for the facility improvement

projects, with the understanding that we want to start the projects as soon as possible. With proper planning with the contractor, AYS hopes to address each facility issue in a way that does not interrupt services provided to youth, as long as safety is not an issue. AYS does not expect any obstacles that would prevent project completion much before April 30, 2024.

**SECTION 5**

The following object class descriptions and line-item justifications are necessary and justified by the scope of work to be accomplished by AYS as described in this application. All of the following projects listed below are to ensure the safety of the building and to keep it operational for services. This building is used for direct services to youth, and all repairs and improvements made it to it will benefit our clients. See “Section 2” of this application for a more detailed explanation of these projects and the impact they make on serving the youth who access our services.

|  |           |
|--|-----------|
| Structural wall and foundation repair          | \$120,000 |
| Dirt, regrade, seed, straw caulk on sidewalk   | \$1,000   |
| Tuckpointing                                   | \$6,000   |
| Paint Exterior                                 | \$12,000  |
| Exterior wood, soffitt, columns, window repair | \$10,000  |
| Downspout connectors                           | \$600     |
| Flashing repair                                | \$2,500   |
| Box gutter repair                              | \$5,000   |
| Seal, soffitts, caulk                          | \$3,500   |

|  |          |
|--|----------|
| Fix standing water                                   | \$500    |
| Inspection/Installation of new floor system to level | \$25,500 |
| Seal   | \$10,000 |
| Drywall  | \$5,000  |
| Seal doorway   | \$600    |
| Fix fallen insulation & repair straps                | \$600    |
| Floor repairs  | \$1,800  |
| Add brackets and hand rails                          | \$1,000  |
| Inspector and small repairs under stiff legs         | \$900    |
| Electrical cover plates                              | \$500    |
| Electrical repairs and light fixtures                | \$250    |
| Add in a new panel to stop the double taps           | \$3,500  |
| Update breaker remove panel                          | \$3,000  |
| Replace Breaker                                      | \$3,000  |
| Correct & abondmend old knob& tube                   | \$5,000  |
| Snake main waste line                                | \$1,000  |
| Ventilation system in bathroom                       | \$500    |
| Toliet repair  | \$200    |
| Pipe replacement                                     | \$500    |
| P trap installation                                  | \$1,000  |
| New shower install                                   | \$2,500  |
| Faucet replacement                                   | \$350    |
| Replace dryer line                                   | \$800    |



|  |          |
|--|----------|
| Extend hand rail                       | \$500    |
| Door repair                            | \$400    |
| General contractor overhead and profit | \$40,000 |

**TOTAL \$269,500**

## EXTERIOR

- AYS needs to repair the foundation and a structural wall for an estimated expense of \$120,000. Additionally, AYS projects to spend \$29,000 repairs to the exterior of the building, plus an additional \$12,100 in roofing repairs.

## INTERIOR

- AYS projects to spend \$41,100 to get the second floor system to level, seal the basement, and doorway. Additionally, for the interior, AYS will spend \$4,300 to address issues in the attic and crawl space, both spaces used for storing donations for youth. These expenses will address floor and step repairs, missing insulation, adding a handrail, securing flooring system.
- Several electrical issues need to be addressed, including replacing cover plates and light fixtures, updating breaker panel, replacing a breaker, and removing unsafe wiring. These electrical issues are projected to cost \$15,250.
- Many repairs and replacements are needed for the bathrooms and plumbing to be operating as should be. The main waste line needs to be snaked, in hopes of preventing the repeated build up of waste into the bathtub. A ventilation system also needs to be installed. There are some pipe replacements necessary, including a p-

trap installation and a new shower install. The toilet also needs repairing and a faucet needs to be replaced. These plumbing and bathroom issues are estimated to cost \$6,050.

- Other interior issues that need to be addressed to efficiently and safely serve youth consist of extending the handrail on the stairs, replacing the dryer liner, and repair the door on the backside of the building, where youth enter and exit consistently. These repairs have a projected expense of \$1,700.
- The execution of these projects will require the use of a contractor, whose overhead and profit fees are projected to be approximately \$40,000.

*\*A home inspector and a contractor were consulted in identifying and estimating the costs of the necessary facility improvements and operational equipment. See the following attached inspection report.*



3369

Squire Creek Way

Lexington, KY 40515

(859) 619-1092

ChristnerHomeInspection.com

christnerhomeinspection@gmail.com

Inspected By: Jon Christner HI-168257



## Home Inspection Report

Prepared For:

**Arbor Youth Services**

Property Address:

**540 West Third Street**

**Lexington , KY 40508**

Inspected on Sat, Jun 11 2022 at 9:00 AM

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Thank you for the opportunity to conduct a home inspection of the property listed above. We understand that the function of this report is to assist you in understanding the condition of the property to assist in making an informed purchase decision.

This report conforms to the InterNACHI Standard of Practice and contains a review of components in the following basic categories: site, exterior, roofing, structure, electrical, HVAC, plumbing, and interior. This is NOT a code compliance inspection and does not include environmental hazards. Additional categories may or may not be included. The report is designed to be easy to read and comprehend however it is important to read the entire report to obtain a full understanding of the scope, limitations and exclusions of the inspection.

In addition to the checklist items of the report there are several comments which are meant to help you further understand certain conditions observed. These are easy to find by looking for their icons along the left side margin. Comments with the blue icon are primarily informational and comments with the orange icon are also displayed on the summary. Please read them all.

#### DEFINITION OF CONDITION TERMS

**Satisfactory:** At the time of inspection the component is functional without observed signs of a substantial defect.

**Marginal:** At the time of inspection the component is functioning but is estimated to be nearing end of useful life. Operational maintenance recommended. Replacement anticipated.

**Repair or Replace:** At the time of inspection the component does not function as intended or presents a Safety Hazard. Repair or replacement is recommended.

**Further Evaluation:** The component requires further technical or invasive evaluation by qualified professional tradesman or service technician to determine the nature of any potential defect, the corrective action and any associated cost.

# General

|                                 |  |
|---------------------------------|--|
| Property Type:                  | Single Family                                |
| Stories:                        | Two  |
| Approximate Age:                | 100+ Years                                   |
| Bedrooms/Baths:                 | 5 Bedrooms, 2 Full Bathrooms                 |
| Door Faces:                     | East   |
| Furnished:                      | Yes  |
| Occupied:                       | Yes  |
| Weather:                        | Overcast                                     |
| Temperature:                    | 64 Degrees Upon Start Of The Inspection      |
| Soil Condition:                 | Wet  |
| Utilities On During Inspection: | Electric Service, Gas Service, Water Service |
| People Present:                 | Myself Only                                  |



## Comment 1:

Portions of this inspection was limited due to personal property being on the premises. Every effort was made to give you the most thorough inspection possible while not invading the homeowner's personal belongings or moving furniture.



Figure 1-1



Figure 1-2

(General continued)



Figure 1-3



Figure 1-4



Figure 1-5



Figure 1-6



Figure 1-7



Figure 1-8

(General continued)



Figure 1-9



Figure 1-10



Figure 1-11



Figure 1-12



(General continued)



Figure 1-13



Figure 1-14



Figure 1-15



Figure 1-16

## Site

The condition of the vegetation, grading, surface drainage and retaining walls that are likely to adversely affect the building is inspected visually as well as adjacent walkways, patios and driveways.

Site Grading:

Mostly Level

Condition: Repair or Replace

Vegetation:

Not Growing Against Structure, Generally Maintained

Condition: Satisfactory

Retaining Walls:

Not Present

(Site continued)

|               |                                     |
|---------------|-------------------------------------|
| Driveway:     | Concrete<br>Condition: Satisfactory |
| Walkways:     | Concrete<br>Condition: Satisfactory |
| Steps/Stoops: | Concrete<br>Condition: Satisfactory |
| Patios/Decks: | Wood<br>Condition: Satisfactory     |



Comment 2:

Pictured are areas of neutral or negative slope around perimeter of the home. I recommend adjusting the soil around the home's perimeter or in extreme cases re-grading lot or adding drain tile to promote water drainage away from structure. Pictured are examples and other areas of neutral or negative slope may exist around perimeter of the home.



Figure 2-1



Figure 2-2

(Site continued)



Figure 2-3



Figure 2-4



Figure 2-5

# Exterior

The visible condition of exterior coverings, trim and entrances are inspected with respect to their effect on the condition of the building.

|                         |  |
|-------------------------|--|
| Exterior Covering:      | Brick, Lap Wood<br>Condition: Satisfactory |
| Exterior Trim Material: | Wood<br>Condition: Satisfactory            |
| Windows:                | Wood<br>Condition: Repair or Replace       |
| Entry Doors:            | Wood, Steel<br>Condition: Satisfactory     |
| Railings:               | Metal<br>Condition: Satisfactory           |



Comment 3:  
General overview of the exterior of the home.



Figure 3-1



Figure 3-2

(Exterior continued)

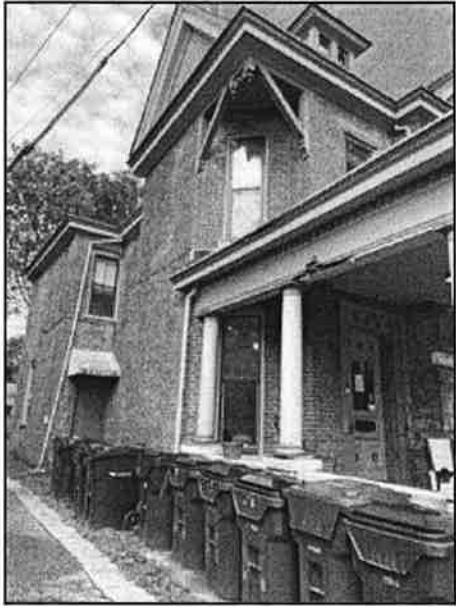


Figure 3-3

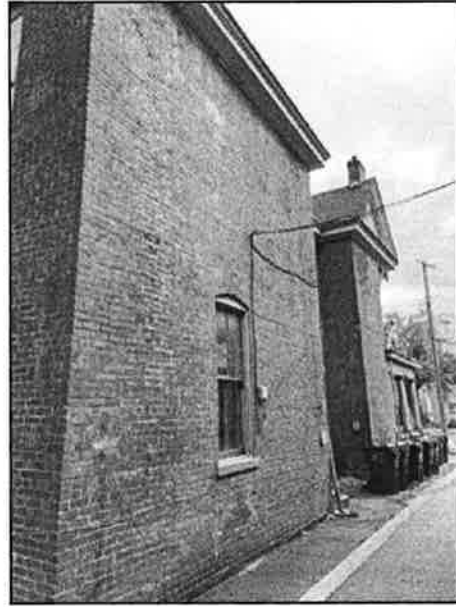


Figure 3-4

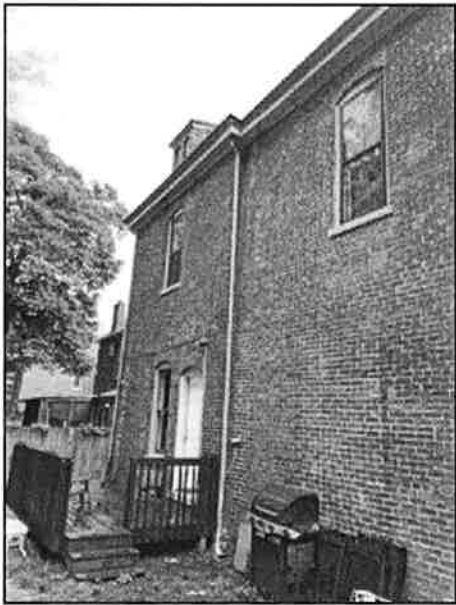


Figure 3-5



Figure 3-6

(Exterior continued)



Figure 3-7



**Comment 4:**

There are several areas where there are cracks or mortar loss in the brick walls and chimneys around the home's perimeter. I recommend having a reputable brick professional seal the cracks with mortar (tuck pointing) and ensuring the bricks are in stable condition to prevent possible water penetration. I then recommend monitoring the areas periodically for possible future movement and repairing if necessary. Pictured were used as examples and more are present and more are present and should be treated in the same manner.

(Exterior continued)



Figure 4-1



Figure 4-2



Figure 4-3



Figure 4-4

(Exterior continued)



Figure 4-5



Figure 4-6



Figure 4-7



Figure 4-8



(Exterior continued)

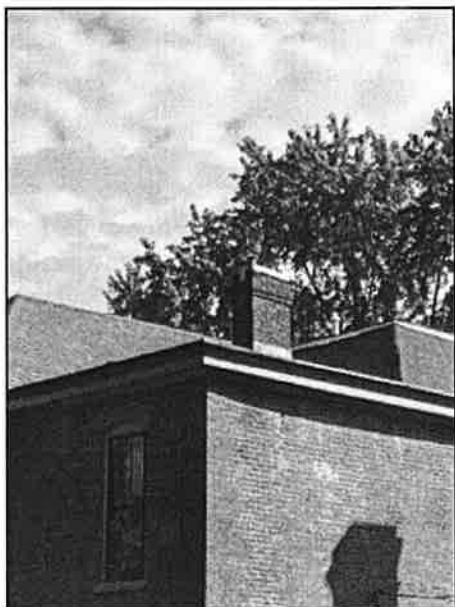


Figure 4-9



Comment 5:

Pictured are examples of peeling paint, caulk separation, exposed wood and wood deterioration on several exterior trim surfaces, re-painting and caulking is necessary to prevent wood from deteriorating further and is a common maintenance issue. More areas of peeling paint exist around perimeter of home these were used as examples.



Figure 5-1



Figure 5-2

(Exterior continued)



Figure 5-3



Figure 5-4



Comment 6:

The wood windows are in marginal condition with areas of peeling paint, glazing deterioration, slight deterioration and loose trim intersections. I recommend caulking/sealing and painting the window components to prevent further deterioration or possible water intrusion. Pictured were used as examples and more areas in need of repair may be present and should be treated in the same manner. The majority of the wood windows in home were not functional at time of inspection that may be due to windows being painted or caulked shut or damaged opening components. I recommend adjusting or repairing the widows as needed to allow use. Pictured were used as examples and more are present and should be treated in the same manner.

(Exterior continued)

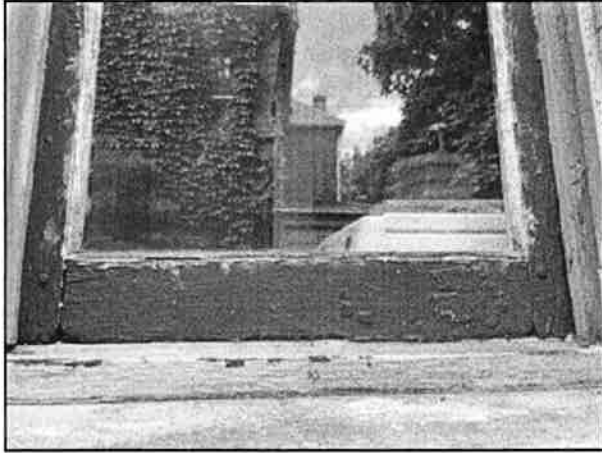


Figure 6-1

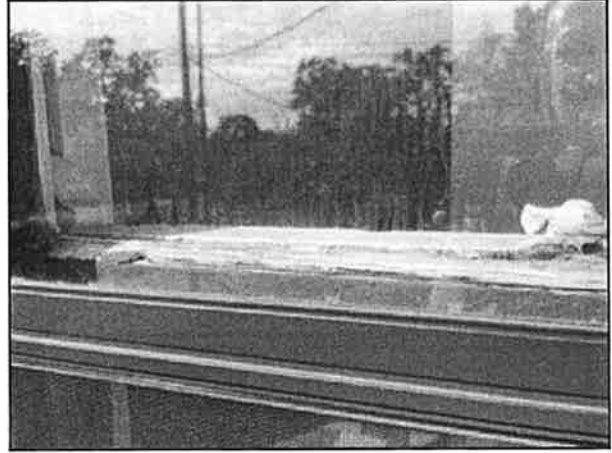


Figure 6-2

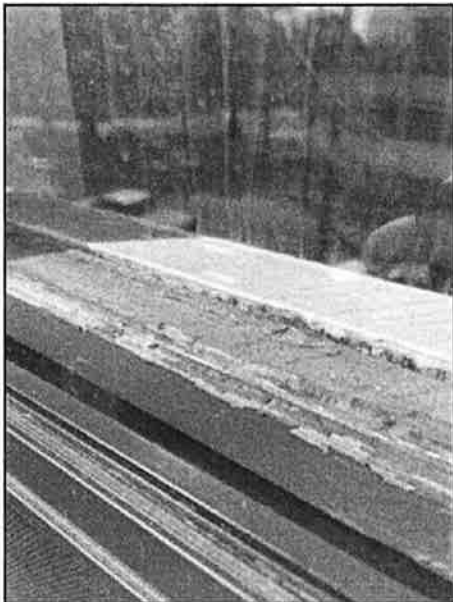


Figure 6-3

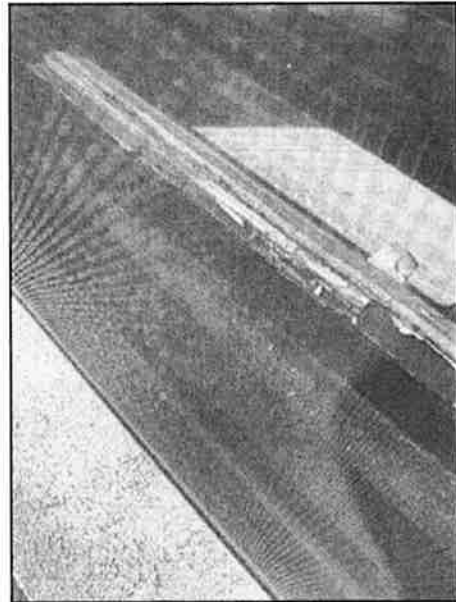


Figure 6-4

(Exterior continued)

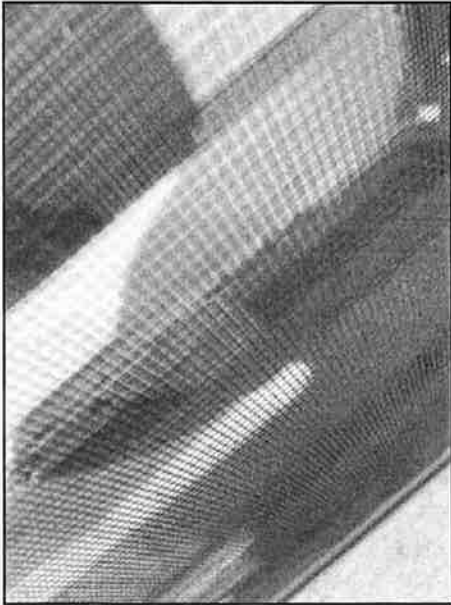


Figure 6-5



Figure 6-6

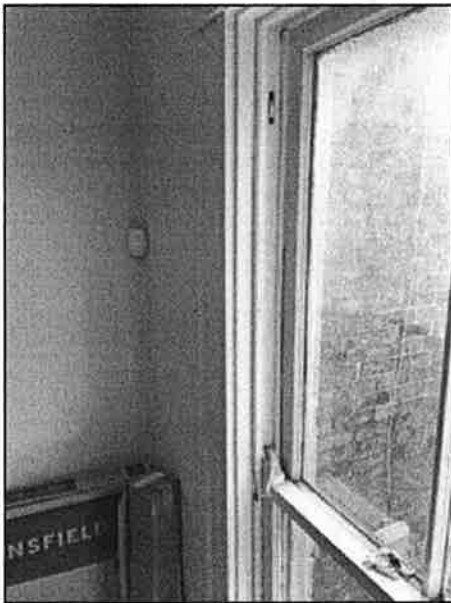


Figure 6-7



Figure 6-8

# Roofing

The visible condition of the roof covering, flashings, skylights, chimneys and roof penetrations are inspected. The purpose of the inspection is to determine general condition, NOT to determine life expectancy.

|                       |   |
|-----------------------|---|
| Inspection Method:    | From Ground with Binoculars   |
| Roof Design:          | Gable, Flat   |
| Roof Covering:        | Dimensional Style Asphalt Shingle, Rubber Membrane<br>Condition: Satisfactory Where Visible |
| Approximate Roof Age: | Unknown (appears newer)   |
| Ventilation Present:  | Not Present   |
| Vent Stacks:          | Plastic<br>Condition: Satisfactory Where Visible  |
| Chimney :             | Masonry<br>Condition: Marginal  |
| Sky Lights:           | Not Present   |
| Flashings:            | Metal<br>Condition: Marginal  |
| Soffit and Fascia:    | Wood<br>Condition: Satisfactory   |
| Gutters & Downspouts: | Hidden Box<br>Condition: Satisfactory Where Visible (very limited visibility)               |



**Comment 7:**

The downspouts on the side of the home are incomplete or missing that can direct water toward the structure or foundation, repair is recommended.

(Roofing continued)



Figure 7-1



Figure 7-2



Comment 8:

Pictured are downspouts that could benefit from downspout extensions. Splash blocks may be installed but I recommend adding extensions to get the water as far away from the house's foundation as possible. These were used as examples and more could be present around perimeter of home.



Figure 8-1



Figure 8-2

(Roofing continued)



Figure 8-3



Figure 8-4



**Comment 9:**

General overview of the roof system. Due to the height of the roof system I was not able to physically walk the roof due to inaccessibility. I examined the roof and the ground with binoculars. There were areas that were not visible due to the roof's low pitch.



Figure 9-1



Figure 9-2

(Roofing continued)



Figure 9-3



Figure 9-4

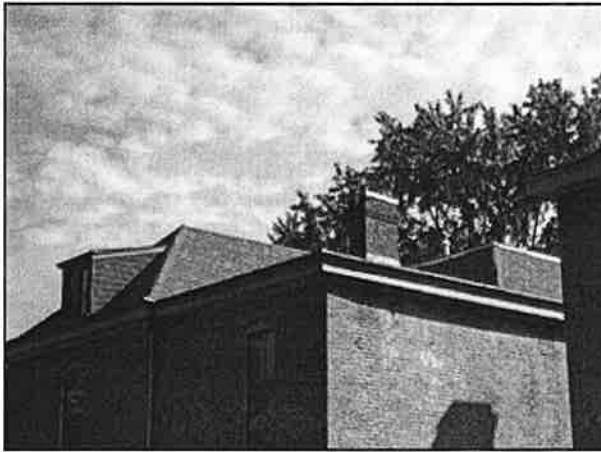


Figure 9-5



Figure 9-6



(Roofing continued)



Figure 9-7



Figure 9-8



Figure 9-9

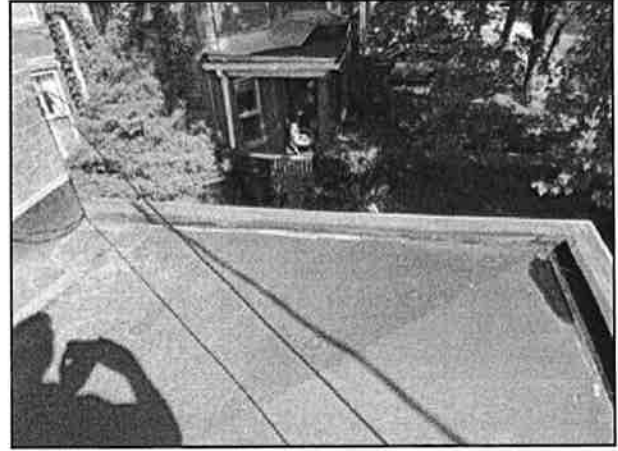


Figure 9-10

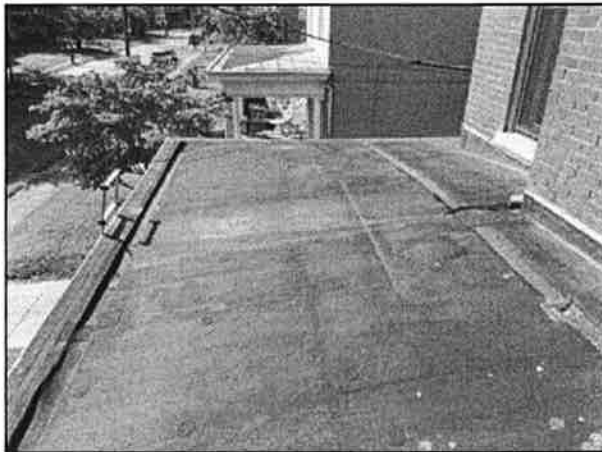



Figure 9-11

(Roofing continued)

 Comment 10:  
There is flashing that is loose on the several roofline, repair by a reputable roofing contractor is recommended to prevent possible water penetration or further damage to the materials.

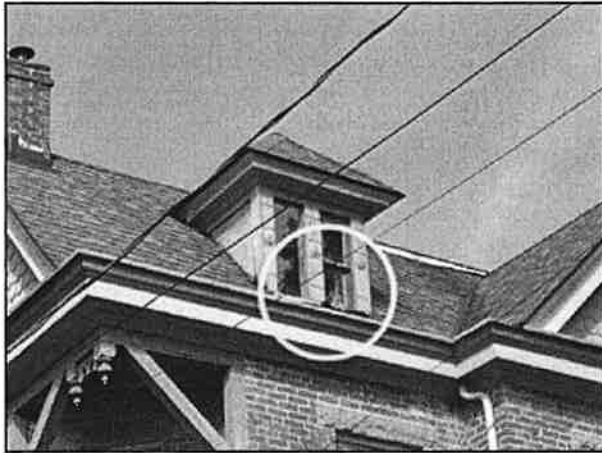



Figure 10-1



Figure 10-2

 Comment 11:  
There are several soffits that are stained that could indicate that the box gutters are leaking. Due to the height of the soffits I could not test the soffits with a moisture meter and I recommend further evaluation and possible repair by a reputable roofing contractor to prevent further possible damage.

(Roofing continued)

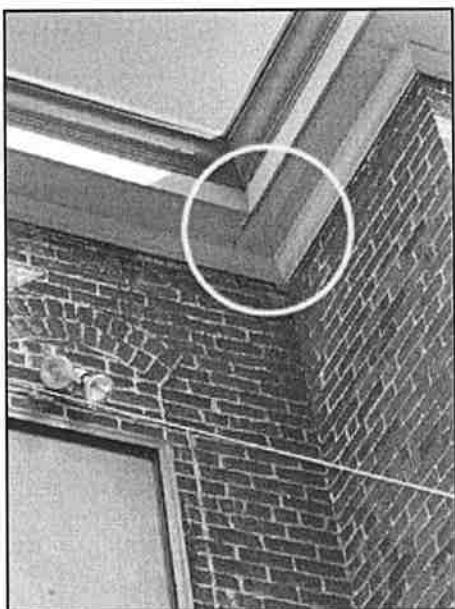


Figure 11-1



Figure 11-2



Comment 12:

Pictured are examples of voids or loose soffit materials. I recommend sealing the voids to prevent further damage and pest access. Pictured were used as examples and more may be present and should be treated in the same manner.

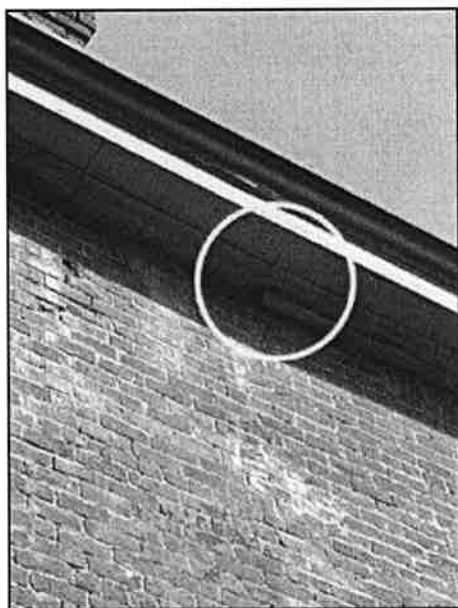


Figure 12-1

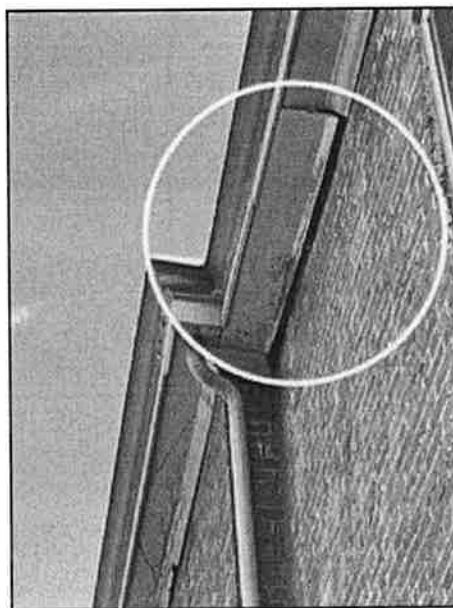


Figure 12-2

(Roofing continued)

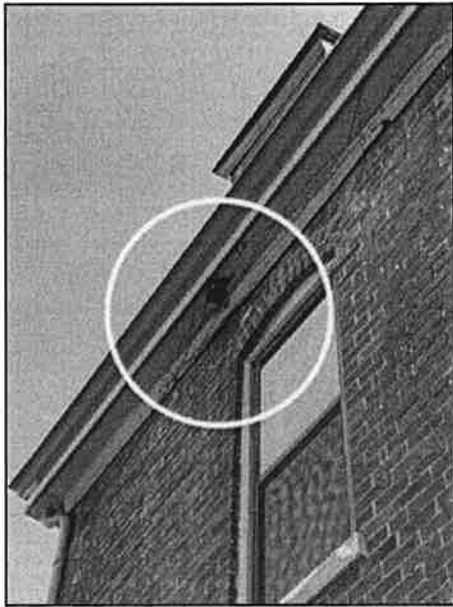


Figure 12-3



**Comment 13:**

There is standing water in front gutter system that could be stemming from poor slope of the gutter. Standing water can cause the rubber membrane to deteriorate faster than the rest of the roof, further evaluation and repair by a reputable roofing contractor is recommended.

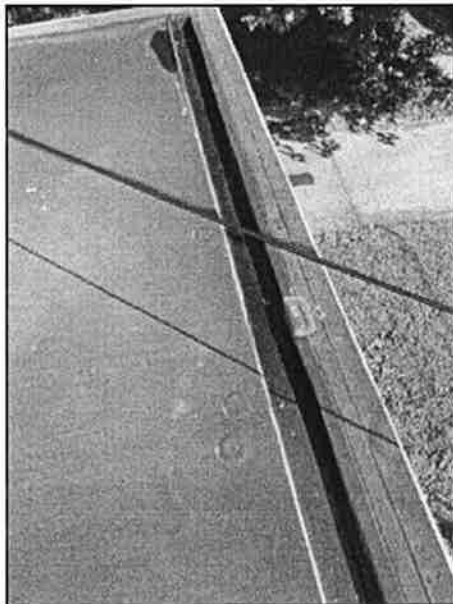


Figure 13-1

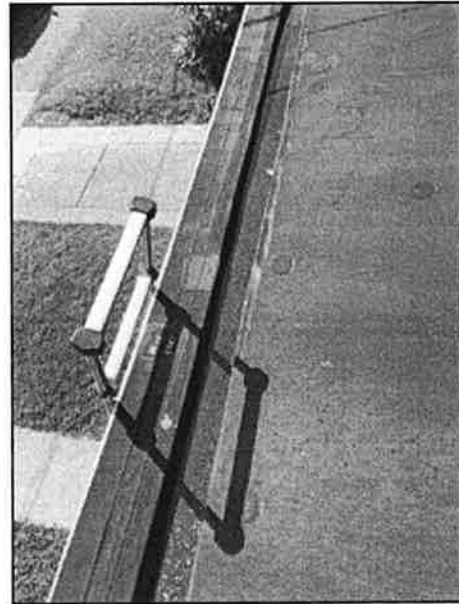


Figure 13-2

(Roofing continued)

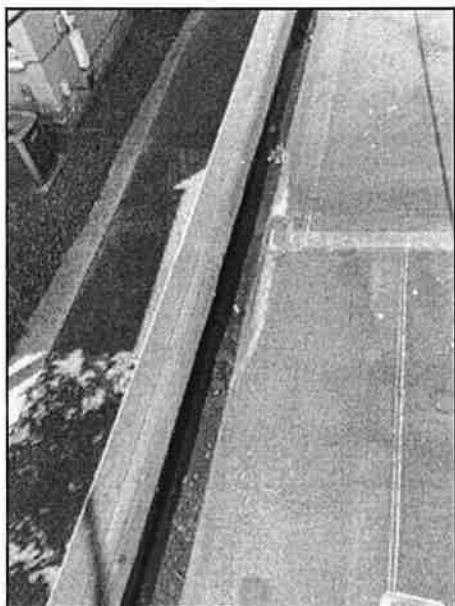


Figure 13-3

## Structure

The visible condition of the structural components is inspected. The determination of adequacy of structural components is beyond the scope of a home inspection.

|                             |  |
|-----------------------------|--|
| Foundation Types:           | Basement, Crawl Space                      |
| Foundation Material:        | Concrete Block, Stone                      |
|                             | Condition: Satisfactory Where Visible      |
| Signs of Water Penetration: | Localized Moisture On The Rear Of The Home |
|                             | Condition: Repair or Replace               |
| Prior Waterproofing:        | Perimeter Drain                            |
|                             | Condition: Satisfactory Where Visible      |
| Floor Structure:            | Wood Frame                                 |
|                             | Condition: Satisfactory Where Visible      |
| Subflooring:                | Solid Wood Plank                           |
|                             | Condition: Satisfactory Where Visible      |
| Wall Structure:             | Wood Frame                                 |
|                             | Condition: Satisfactory Where Visible      |

(Structure continued)



Comment 14:

The floors on the second floor on the rear of the home are noticeably sloped. These slopes could have been the result of settling or the home could have been constructed this way. While the floors appear stable, I recommend further evaluation by a reputable general contractor to ensure the floor system is adequately supported in satisfactory condition.



Figure 14-1

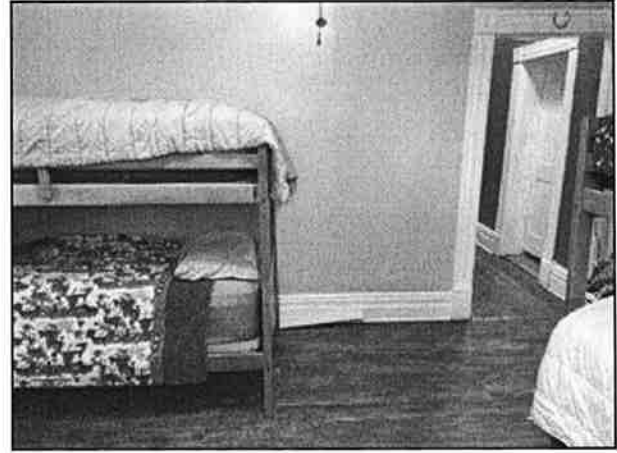


Figure 14-2



Figure 14-3

(Structure continued)



**Comment 15:**

General overview of the foundation walls. Portions of the foundation were not visibly inspected due to the waterproofing membrane and personal contents covering and concealing them. I can not determine walls or beams structurally or possible water penetrations that may or may not be present due to concealment at time of inspection.



Figure 15-1



Figure 15-2



Figure 15-3



Figure 15-4

(Structure continued)

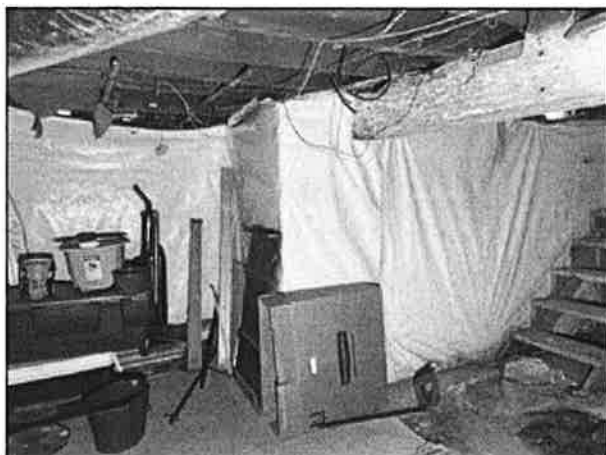


Figure 15-5



Figure 15-6



Figure 15-7

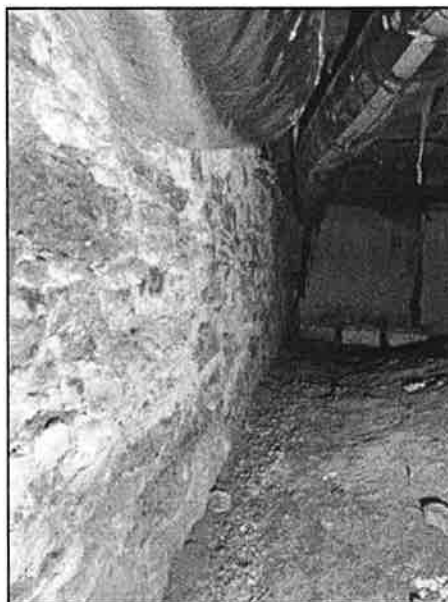


Figure 15-8



(Structure continued)



Figure 15-9



Figure 15-10



Figure 15-11



Comment 16:

The rear of the home had damp soil indicating water penetration. It appears that the area had a doorway that was covered but is no longer in use. I recommend further sealing the area to prevent further intrusion.

(Structure continued)



Figure 16-1

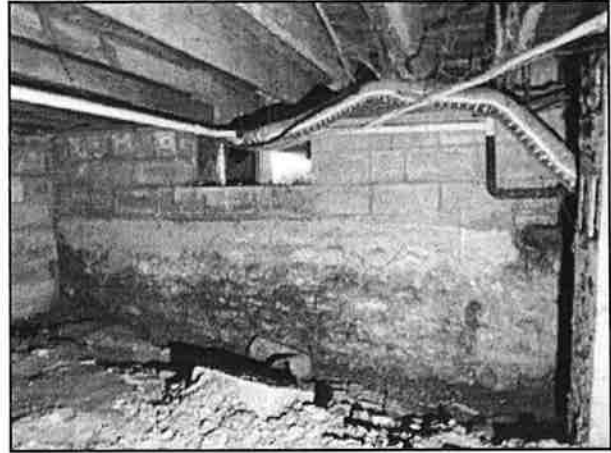


Figure 16-2

## Attic

Attic Entry:

Walk Up Access

Roof Framing Type:

Joist and Rafters

Condition: Satisfactory Where Visible

Roof Deck Material:

Oriented Strand Board, Solid Wood Plank

Condition: Satisfactory Where Visible

Vent Risers:

PVC

Condition: Not Visible

Insulation:

Fiberglass Batts

Condition: Satisfactory

(Attic continued)



Comment 17:  
General overview of attic.



Figure 17-1

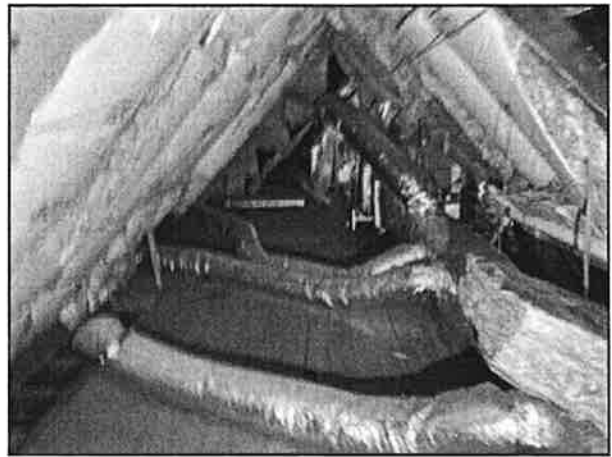


Figure 17-2



Figure 17-3

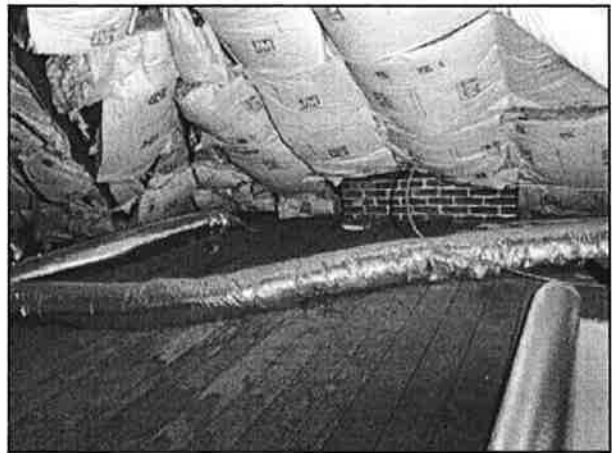


Figure 17-4

(Attic continued)

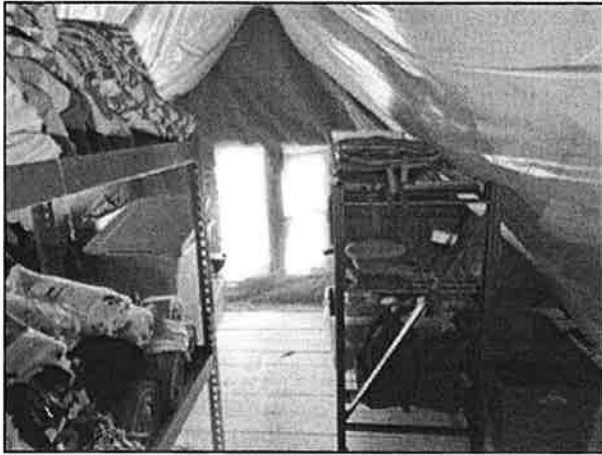


Figure 17-5



Figure 17-6

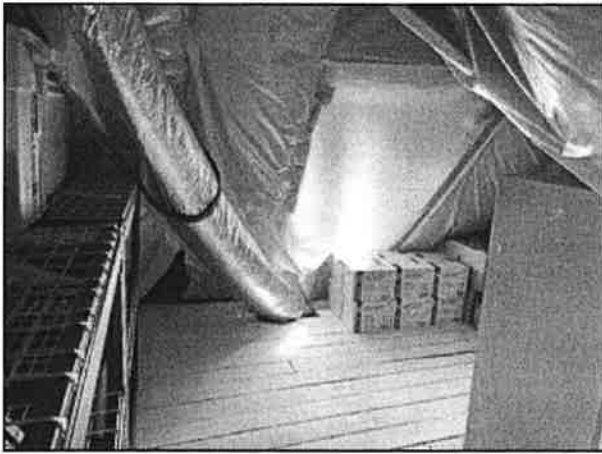


Figure 17-7



Figure 17-8

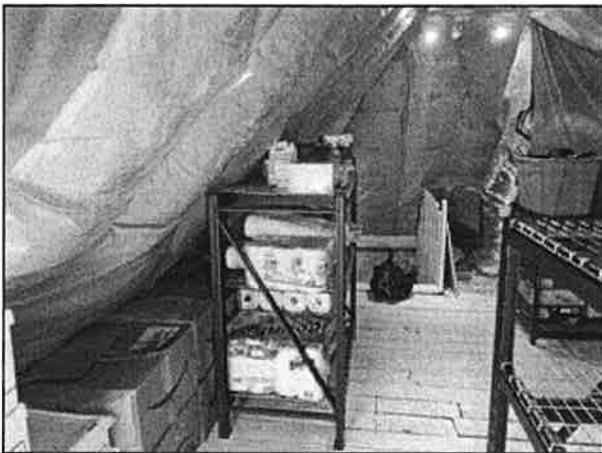


Figure 17-9

(Attic continued)

---


 **Comment 18:**  
Pictured is insulation that has fallen down from the rafters within the attic, replacement is recommended to maintain home's comfort and reduce energy costs.




Figure 18-1



Figure 18-2

---

 **Comment 19:**  
The attic is missing several floorboards, replacement is recommended to prevent tripping or injuries.

(Attic continued)

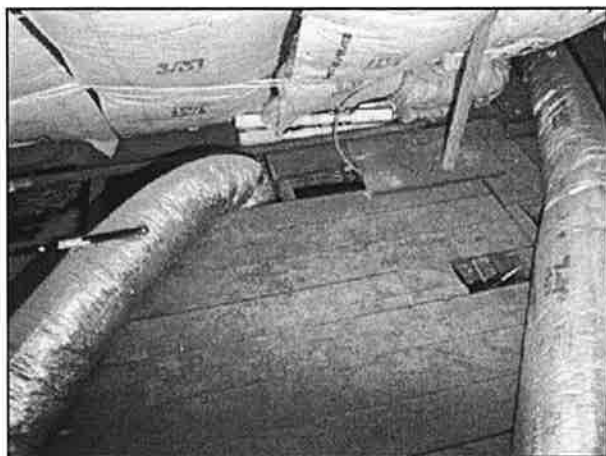


Figure 19-1



Comment 20:

There are no handrails or railings on the attic staircase that is a fall hazard. I recommend adding railings and handrails to prevent falls.



Figure 20-1

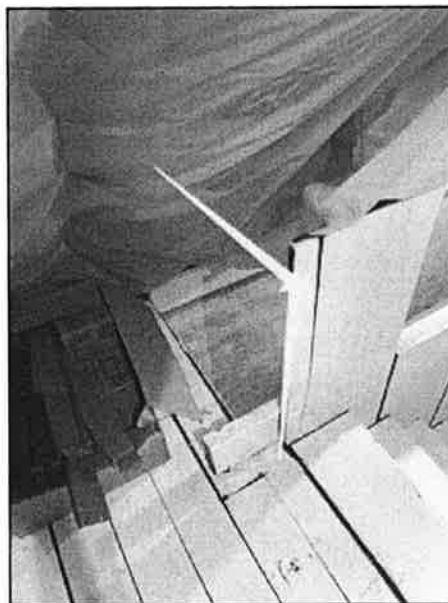


Figure 20-2

(Attic continued)



Figure 20-3

## Crawlspace

If the clearance from the ground to the bottom of the joists is less than 36", or other adverse conditions exist, the inspector is not obligated to enter the crawl space.

|                        |  |
|------------------------|--|
| Inspection Method:     | From Access                                  |
| Vapor Retarder:        | Missing<br>Condition: Repair or Replace      |
| Underfloor Insulation: | No Insulation<br>Condition: Marginal         |
| Ventilation Present:   | Yes<br>Condition: Satisfactory Where Visible |
| Moisture Condition:    | Dry<br>Condition: Satisfactory Where Visible |

(Crawlspace continued)



Comment 21:

The crawlspace inspection was limited due to the small access and HVAC ductwork. The crawlspace was inspected from the opening.



Figure 21-1



Figure 21-2



Figure 21-3

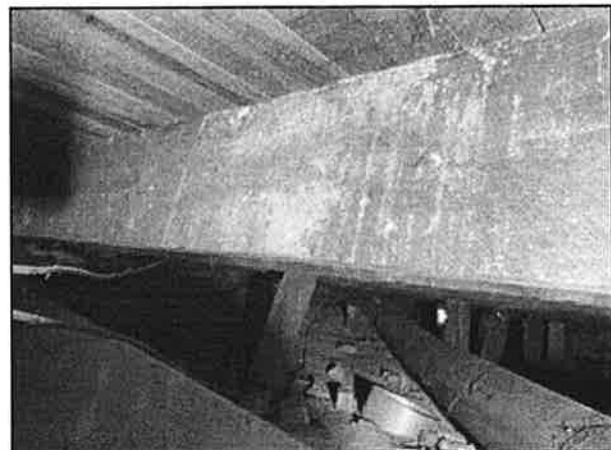


Figure 21-4



Comment 22:

The floor system in the addition appears stable but has several stiff legs installed and they are not sitting on concrete footings. The floor system appears to be performing its intended function but due to limited access I recommend further evaluation by reputable general contractor to determine if support is adequate to maintain structure of floor system and improve/repair if necessary.



(Crawlspace continued)



Figure 22-1

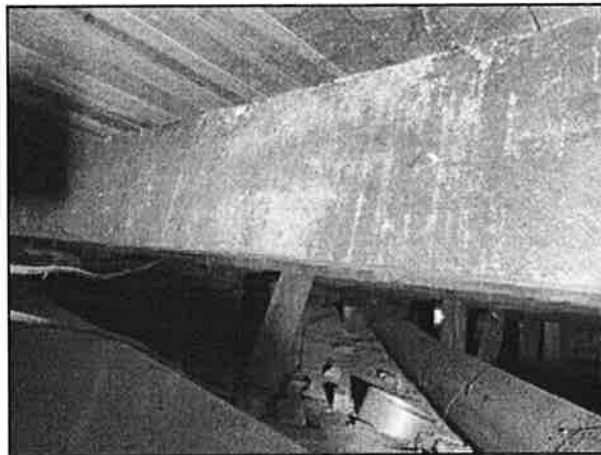


Figure 22-2

## Electrical

The inspector can not inspect hidden wiring or verify if the number of outlets is per the National Electric Code. A representative number of outlets, switches and fixtures are tested for operation.

|                             |   |
|-----------------------------|---|
| Type of Service:            | Overhead  |
| Main Disconnect Location:   | Service Panel                                   |
| Service Panel Location:     | Front Right Bedroom and Basement                |
| Service Panel Manufacturer: | Siemens and Unknown                             |
|                             | Condition: Satisfactory Where Visible           |
| Service Line Material:      | Aluminum and Unknown                            |
|                             | Condition: Satisfactory Where Visible           |
| Service Voltage:            | 240 and Unknown                                 |
| Service Amperage:           | 100 Amps and Unknown                            |
| Service Panel Ground:       | Cold Water Pipe, And Unknown                    |
| Branch Circuit Wiring:      | Non-Metallic Shielded Copper, Stranded Aluminum |
|                             | Condition: Satisfactory                         |
| Overcurrent Protection:     | Breakers  |
|                             | Condition: Repair or Replace                    |
| GFCI/AFCI Breakers:         | No  |
|                             | Condition: Satisfactory                         |
| Smoke Detectors:            | Through Security System                         |
|                             | Condition: Not Tested                           |

(Electrical continued)



- 
-  **Comment 23:**  
No cover plates are installed on several electrical boxes within the home. Cover plates should be installed to prevent possible electric shock and suppress fires, replacement is recommended.



Figure 23-1



Figure 23-2

- 
-  **Comment 24:**  
The light fixture in the staircase landing has been removed leaving exposed wires that are live. These wire should terminate into a junction box to prevent possible electric shock or reduce the risk of fire, repair by qualified electrician is recommended.

(Electrical continued)



Figure 24-1



Figure 24-2



**Comment 25:**

The service panel on the second floor was blocked by personal contents (cabinet) at the time of the inspection. I was not able to remove cover to inspect internal wiring or connections and there will be information that is unknown. I recommend having the service panel accessible and recommend having a licensed electrician evaluate the service panel to ensure satisfactory conditions.

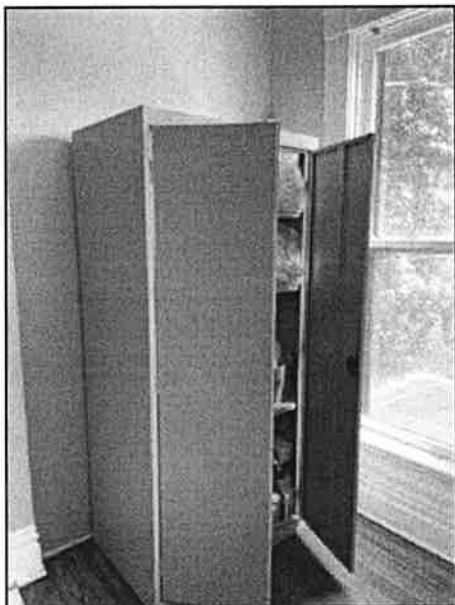


Figure 25-1

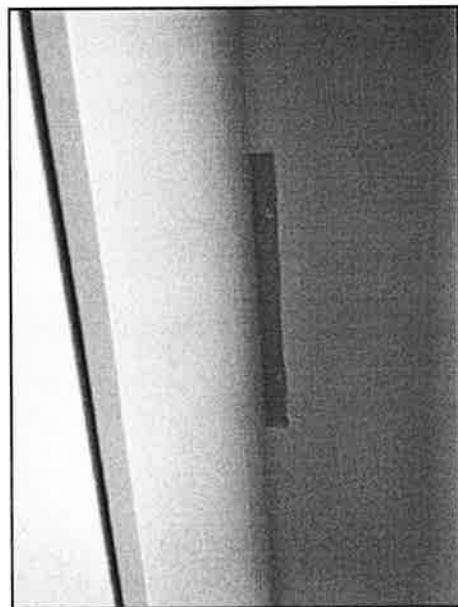


Figure 25-2

(Electrical continued)



Comment 26:  
Service panel with and without cover.

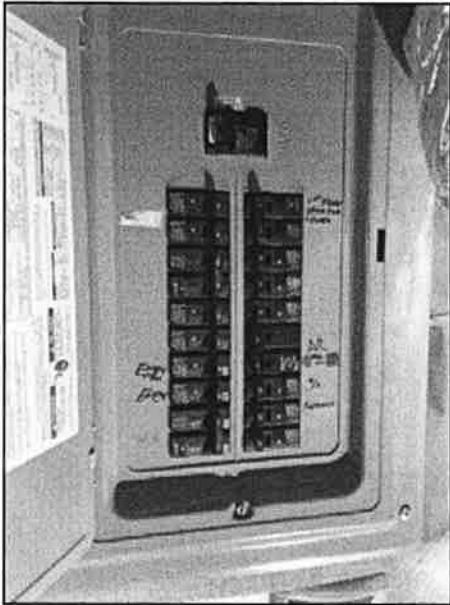


Figure 26-1

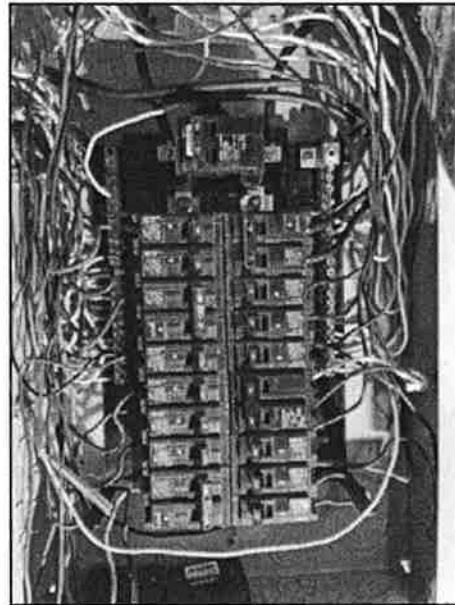


Figure 26-2



Comment 27:  
Highlighted is several double tap electrical connections (two wires connected to the same breaker). Each series of wires should have its own dedicated breaker installed. I recommend repair by a licensed electrician.

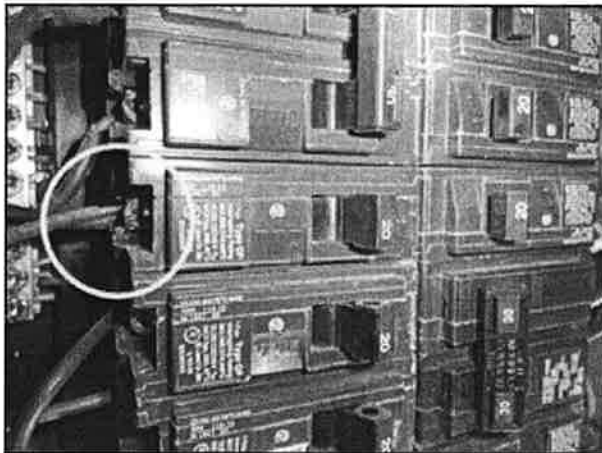


Figure 27-1

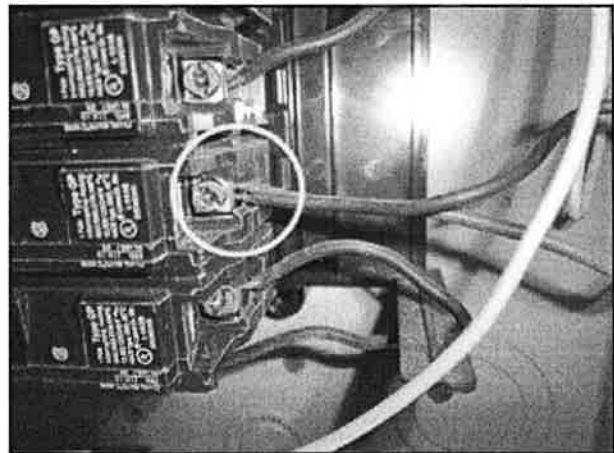


Figure 27-2

(Electrical continued)

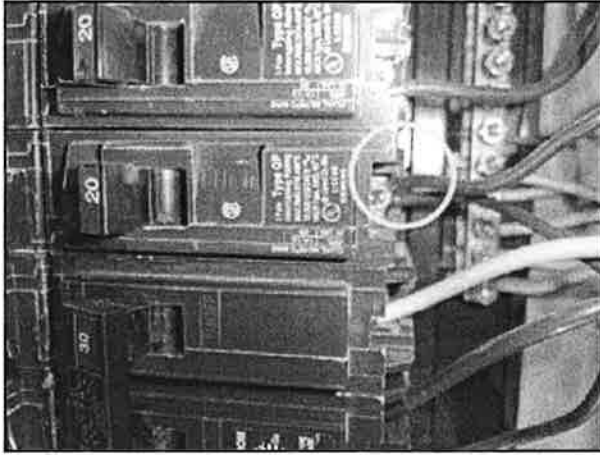


Figure 27-3



Comment 28:

There are breakers in the the service panel that is too large with the current wire sizes. I recommend evaluation of the service panel by licensed electrician to verify that wires are accurate with breaker sizes and repair or replace if necessary.

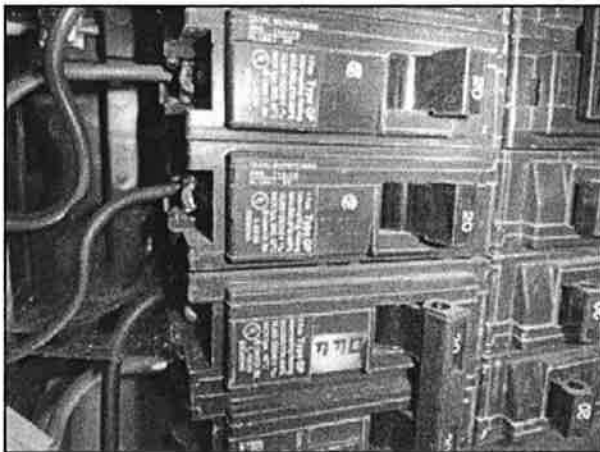


Figure 28-1

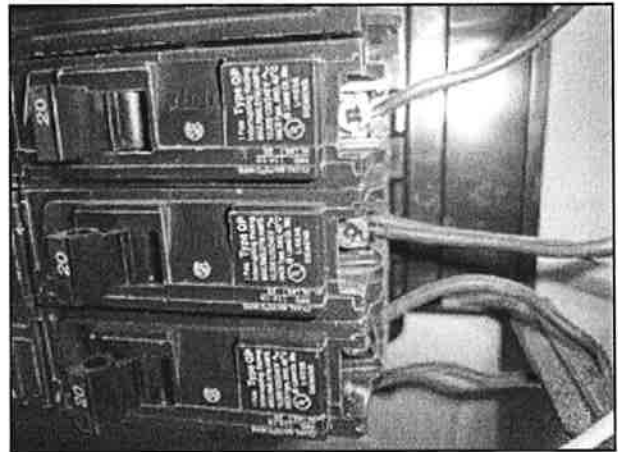


Figure 28-2

(Electrical continued)



**Comment 29:**

Pictured are other manufacturer's breakers installed in a Siemens service panel. While breakers may be functional, Siemens does not test, approve or warranty the service panel if other manufacturers' breakers are installed. I recommend replacement of breaker with a Siemens breaker by licensed electrician.

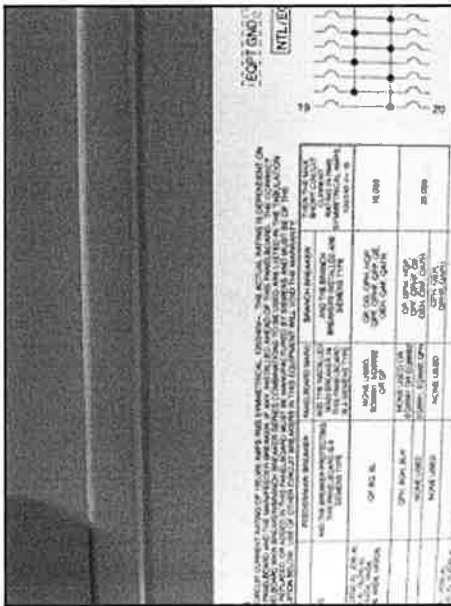


Figure 29-1

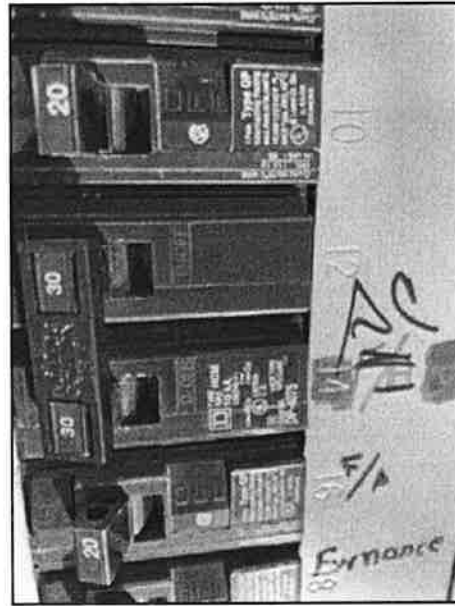


Figure 29-2



**Comment 30:**

There is knob and tube, abandoned and live wires not terminating into junction boxes in the basement. I recommend having the unsafe wiring removed or concealed within junction boxes by a licensed electrician to prevent possible electric shock or a home fire. Pictured were used as examples and more are present and should be treated in the same manner.

(Electrical continued)

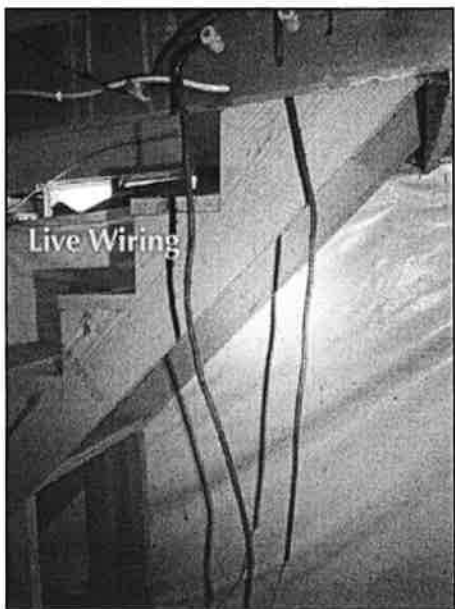


Figure 30-1



Figure 30-2

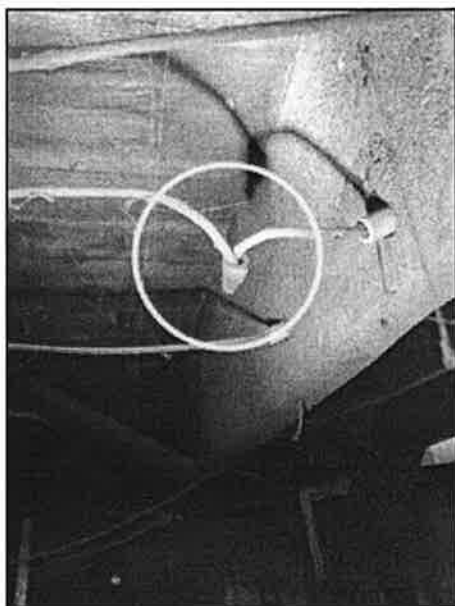


Figure 30-3



Figure 30-4

(Electrical continued)



Figure 30-5

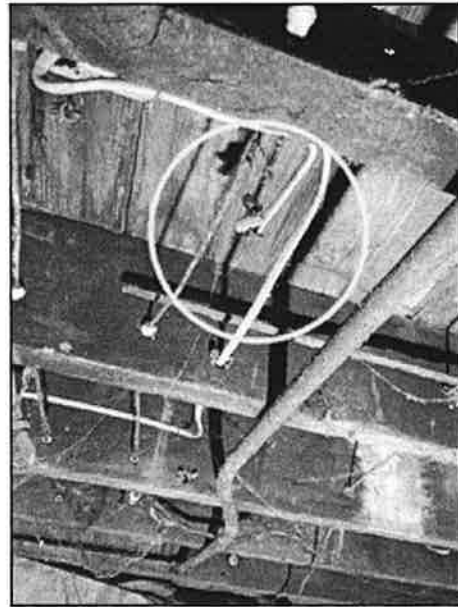


Figure 30-6

# HVAC

HVAC System Type:

Central Split System



(HVAC continued)



**Comment 31:**

The thermostats for the home are located within the hallway and the dining area.

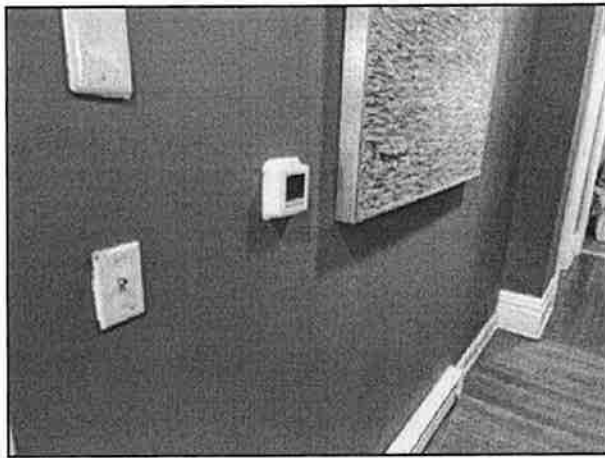


Figure 31-1



Figure 31-2

## Heating

The heating system is inspected visually and operated by normal controls to determine general condition NOT life expectancy. The capacity or adequacy of the heating system is beyond the scope of a home inspection. A licensed HVAC contractor should be consulted if in question.

|                     |                         |
|---------------------|-------------------------|
| Location:           | Basement, Attic         |
| Type of Equipment:  | Forced Air              |
|                     | Condition: Satisfactory |
| Manufacturer:       | (2) Goodman             |
| Heating Fuel:       | Gas                     |
|                     | Condition: Satisfactory |
| Approximate Age:    | 4 Years Per Data Plates |
| Filter Type:        | Disposable              |
|                     | Condition: Satisfactory |
| Output Temperature: | 121 Degrees             |

(Heating continued)



Comment 32:



Figure 32-1

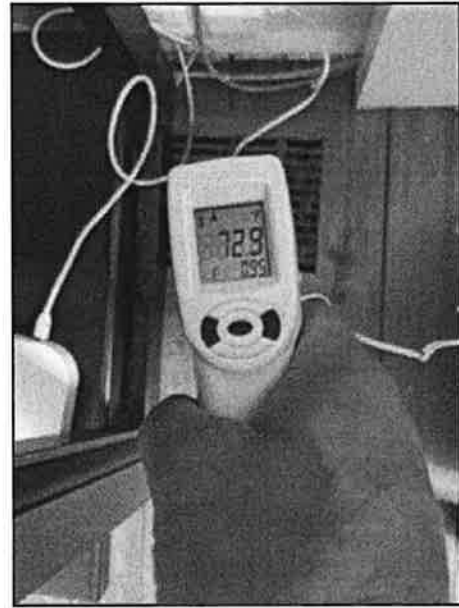


Figure 32-2



Figure 32-3

Output Temperature 2nd Floor : 106 Degrees

(Heating continued)



Comment 33:



Figure 33-1



Figure 33-2



Figure 33-3

Type of Distribution:

Metal Ducting, Flexible Ducting  
Condition: Satisfactory

(Heating continued)



Comment 34:  
Furnace data plates.



Figure 34-1

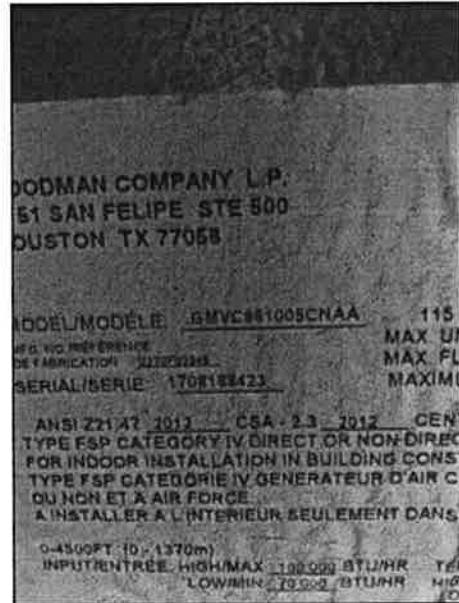


Figure 34-2



Comment 35:  
Furnace filter change locations are located beside HVAC systems in the attic and basement. I recommend changing the filters monthly or per manufacturers instructions for best heating and cooling results. The filter sizes are 16x20x1.



Figure 35-1



Figure 35-2

(Heating continued)



**Comment 36:**

Several baseboard heaters were not functional when tested, repair is recommended to allow use if desired. Pictured was used as an example and more are present and should be treated in the same manner.



Figure 36-1

Furnaces over 10 years old should be checked, cleaned and serviced yearly by a licensed contractor.

## Cooling

The cooling system is inspected by operation of the equipment by normal controls to determine general condition NOT life expectancy. The capacity or adequacy of cooling system is beyond the scope of a home inspection. A licensed HVAC contractor should be consulted if in question.

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Energy Source:                  | Electric                              |
| Type of Equipment:              | Split System                          |
|                                 | Condition: Satisfactory               |
| Condenser Make:                 | (2) Goodman                           |
| Condensor Size:                 | (2) 3 Ton Units                       |
| Condenser Approximate Age:      | 4-5 Years Per Data Plates             |
| Expansion Coil Make:            | (2) Goodman                           |
| Expansion Coil Size:            | (2) 3.5 Ton Units                     |
| Expansion Coil Approximate Age: | 4 Years Per Data Plates               |
| Condesate Drainage:             | To Waste Drain and Sump Pump          |
|                                 | Condition: Satisfactory Where Visible |

(Cooling continued)

AC Supply Air Temp:

72 Degrees On The 2nd Floor And 68 Degrees On The 1st Floor



Comment 37:

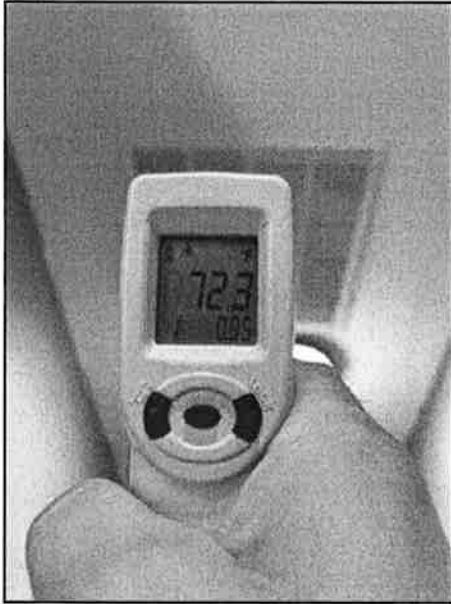


Figure 37-1

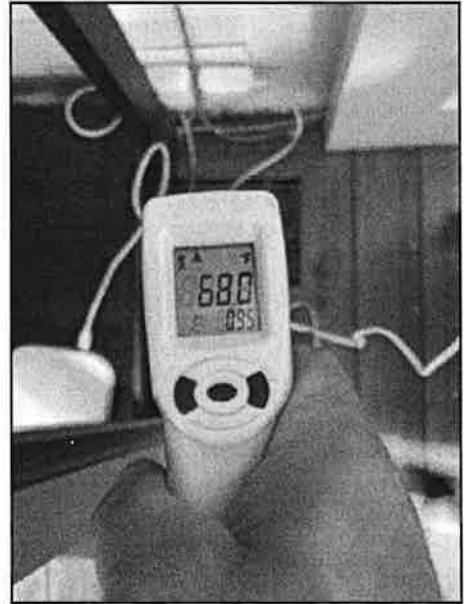


Figure 37-2

AC Return Air Temp:

53 Degrees On The 2nd Floor 51 Degrees On The 1st Floor

(Cooling continued)



Comment 38:

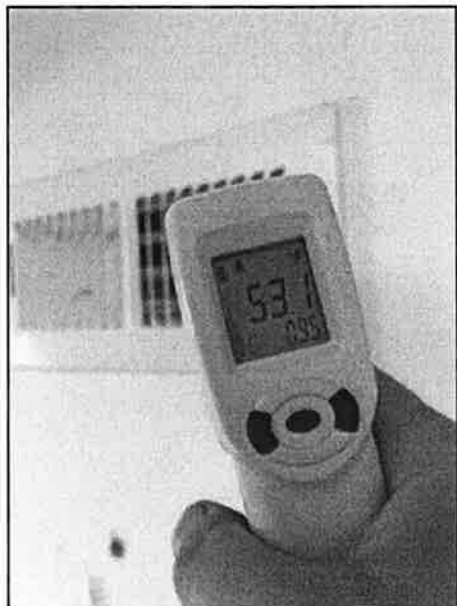


Figure 38-1



Figure 38-2

AC Temperature Drop:

19 Degrees On The 2nd Floor And 17 Degrees  
On The 1st Floor

(Cooling continued)



### Comment 39: HVAC data plates.

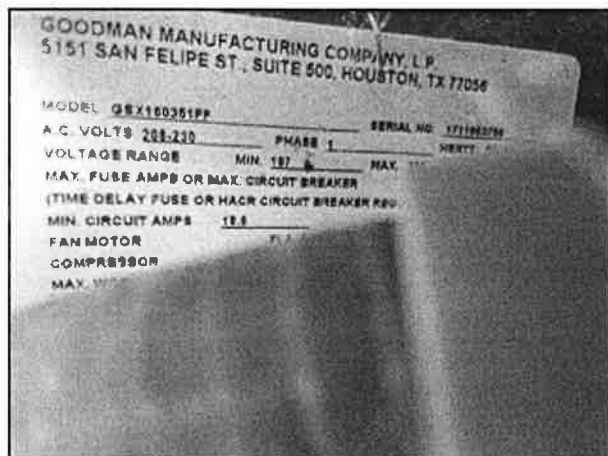


Figure 39-1



Figure 39-2

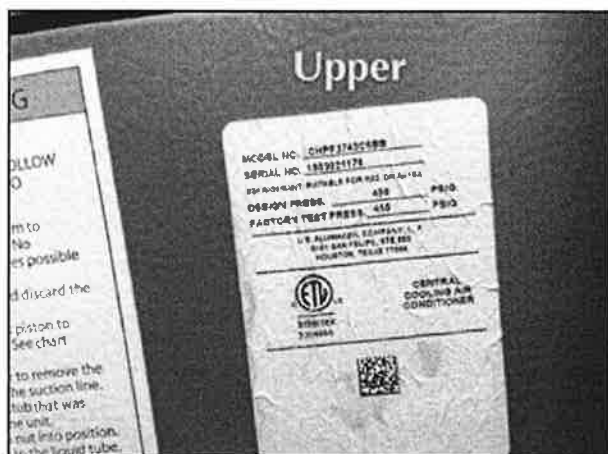


Figure 39-3

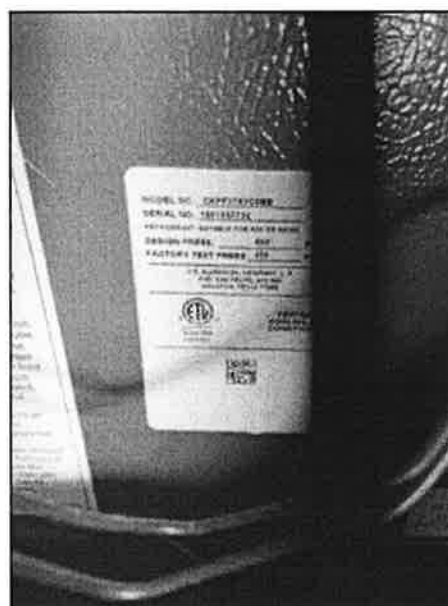


Figure 39-4

Air conditioners over 10 years old and heat pumps over 5 years old should be checked, cleaned and serviced yearly by a licensed contractor.



# Plumbing

The plumbing system is inspected visually and by operating a representative number of fixtures and drains. Private water and waste systems are beyond the scope of a home inspection.

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Water Service:                  | Public                                |
| Supply Pipe Material:           | Copper, Galvanized                    |
|                                 | Condition: Satisfactory Where Visible |
| Location of Main Water Shutoff: | Basement                              |
| Sewer System:                   | Public                                |
| Waste Pipe Material:            | PVC, Cast Iron, ABS Plastic           |
|                                 | Condition: Marginal                   |
| Sump Pump:                      | Standard Crock                        |
|                                 | Condition: Satisfactory               |
| Location of Fuel Shutoff:       | At Meter                              |



## Comment 40:

There was standing water in the main waste line when viewed from the exterior of the home that could indicate a blockage, further evaluation and possible repair by a licensed plumber is recommended.



Figure 40-1



Figure 40-2

(Plumbing continued)



Comment 41:

The home is equipped with galvanized water supply lines. The average lifespan of galvanized water lines is between 40-50 years. Galvanized water lines can rust and fail at the connections or can become clogged with rust over time that can reduce water supply to fixtures. The fixtures were receiving ample water pressure (functional flow) but I recommend closely monitoring the water lines for rust, leaking and output for reduced water pressure and repairing as necessary.

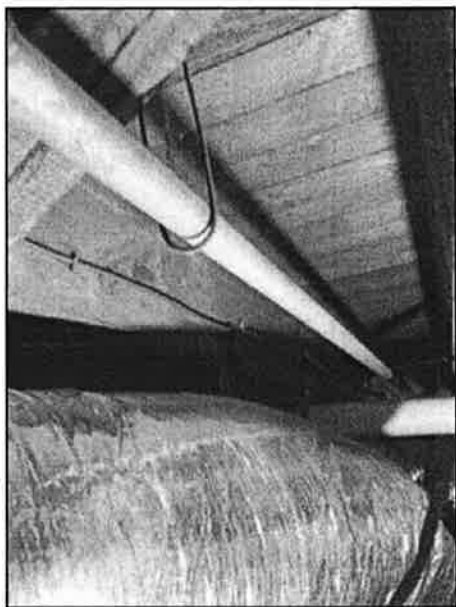


Figure 41-1

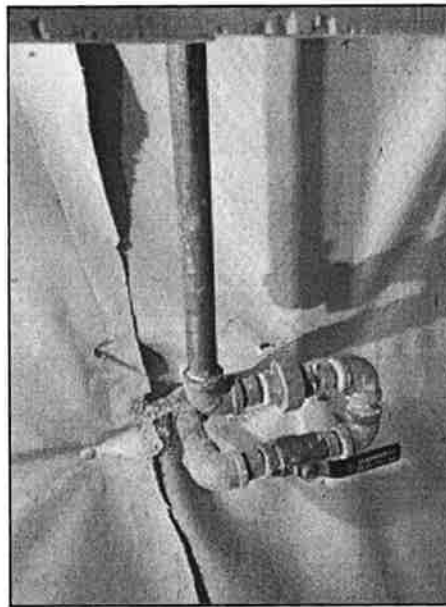


Figure 41-2



Comment 42:

I water main shut off for the home is located within the basement on the front right side of the home.

(Plumbing continued)



Figure 42-1

## Water Heater

|                               |                           |
|-------------------------------|---------------------------|
| Manufacturer:                 | Bradford White            |
| Fuel:                         | Electric                  |
| Capacity:                     | 50 gal                    |
| Approximate Age:              | 12 Years Per Data Plate   |
| Temp & Pressure Relief Valve: | Present With Blow Off Leg |
|                               | Condition: Satisfactory   |
| Fuel Disconnect:              | In Same Room              |
| Seismic Straps Installed:     | No                        |
|                               | Condition: Satisfactory   |

(Water Heater continued)

**Comment 43:**

Water heater data plate. The water heater operates as expected but is over it's expected life expectancy of 10 years. I recommend monitoring the water heater and budgeting for replacement.

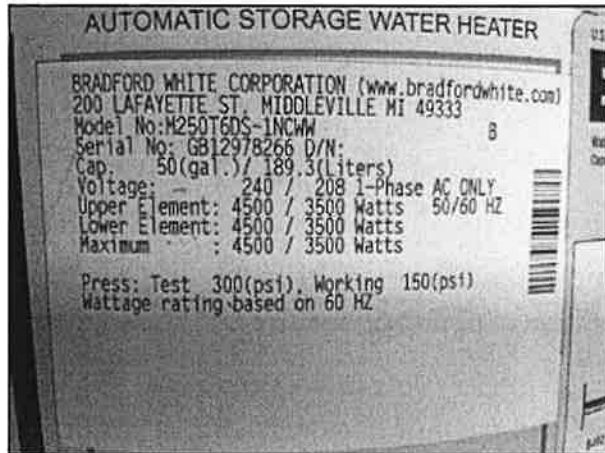


Figure 43-1

## Bathrooms

### Bathroom #1

|                   |                              |
|-------------------|------------------------------|
| Location:         | 2nd Floor Full Bathroom      |
| Bath Tub:         | Not Present                  |
| Shower:           | Stall                        |
|                   | Condition: Satisfactory      |
| Sink(s):          | Single Vanity                |
|                   | Condition: Marginal          |
| Toilet:           | Standard Tank                |
|                   | Condition: Repair or Replace |
| Shower Walls:     | Fiberglass                   |
|                   | Condition: Satisfactory      |
| Tub Surround:     | Not Present                  |
| Floor:            | Vinyl                        |
|                   | Condition: Satisfactory      |
| Ventilation Type: | Not Present                  |
|                   | Condition: Repair or Replace |

(Bathroom #1 continued)

GFCI Protection:

Outlets

Condition: Satisfactory

---



Comment 44:

There is currently no ventilation source in the bathroom at the time of the inspection. I recommend adding a bath fan to remove hot humid air from the bathroom and prevent possible water damage.

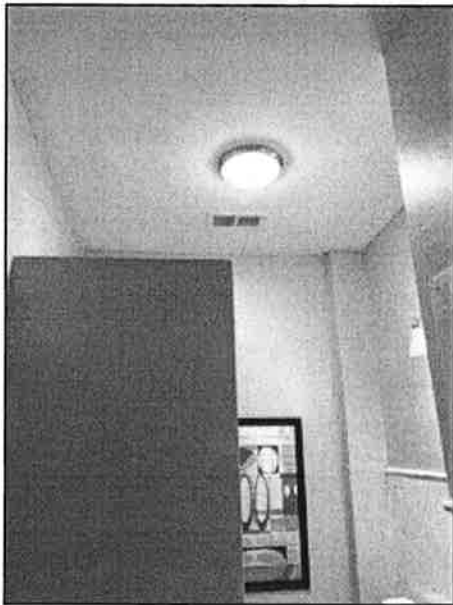


Figure 44-1

---



Comment 45:

The toilet is very loose from floor, repair (including a new wax ring) is recommended to prevent possible water leaks or damage to the toilet.

(Bathroom #1 continued)



Figure 45-1



Comment 46:

The vanity waste line is flexible piping that is not an approved piping component, can increased clogging and or become malodorous due to it's rough texture, replacement with solid ridged piping is recommended.



Figure 46-1

(Bathrooms continued)

## Bathroom #2

|                   |  |
|-------------------|--|
| Location:         | 1st Floor Full Bathroom                                |
| Bath Tub:         | Recessed<br>Condition: Satisfactory                    |
| Shower:           | In Tub<br>Condition: Satisfactory                      |
| Sink(s):          | Pedestal<br>Condition: Marginal                        |
| Toilet:           | Standard Tank<br>Condition: Satisfactory               |
| Shower Walls:     | Plastic Paneling<br>Condition: Repair or Replace       |
| Tub Surround:     | Cast Iron<br>Condition: Satisfactory                   |
| Floor:            | Tile<br>Condition: Satisfactory                        |
| Ventilation Type: | Ventilator<br>Condition: Satisfactory                  |
| GFCI Protection:  | Outlets, No Outlets Present<br>Condition: Satisfactory |



### Comment 47:

The bathroom sink's waste line has an S traps installed and it needs to be upgraded to a P trap to prevent siphoning of water, evaluation and repair by licensed plumber is recommended.

(Bathroom #2 continued)



Figure 47-1



**Comment 48:**

The shower walls are in poor condition with loose panels or seams, repair is recommended to prevent possible water penetration.

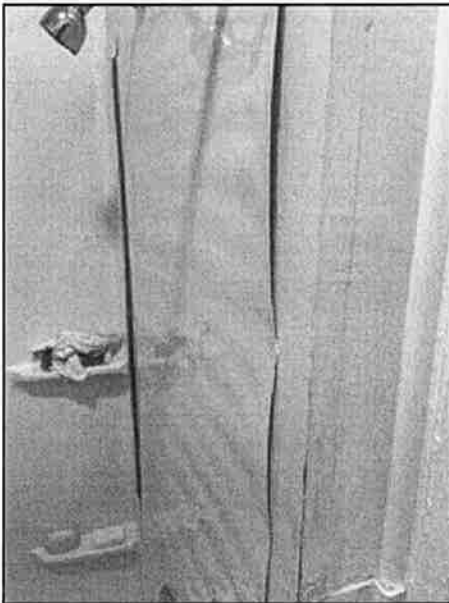


Figure 48-1

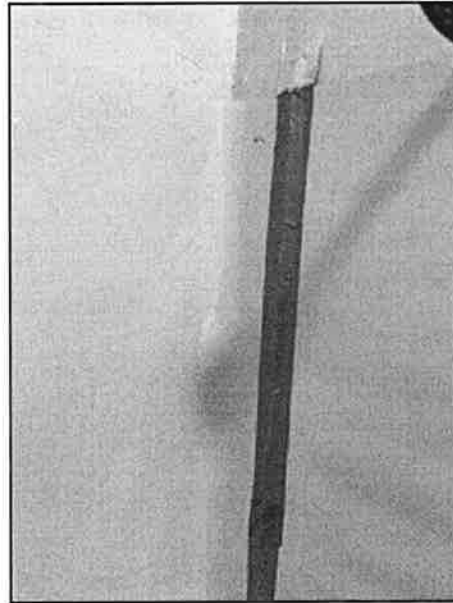


Figure 48-2



(Bathroom #2 continued)

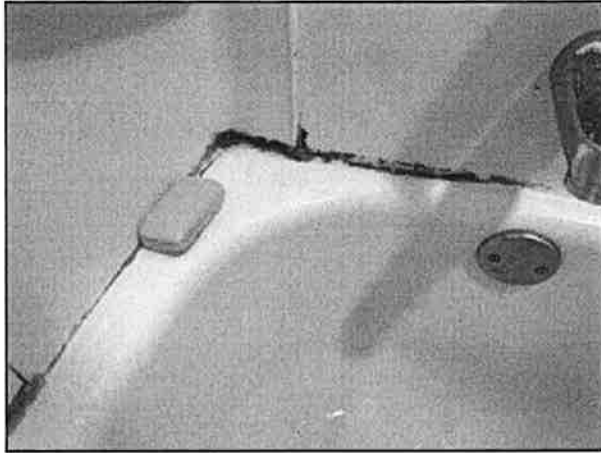


Figure 48-3



Comment 49:

The subfloor below the tub is stained but moisture levels were dry when checked with a moisture meter. I recommend monitoring stained areas for further signs of moisture and repairing if necessary.

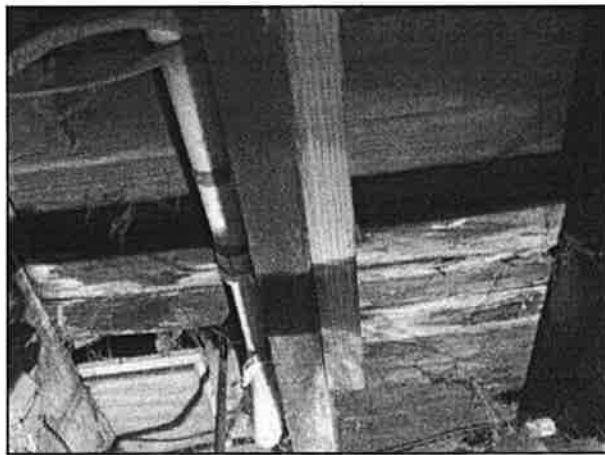


Figure 49-1



Figure 49-2

(Bathroom #2 continued)



Figure 49-3



Comment 50:

Faucet is loose from vanity top, repair of faucet is recommend to ease use and prevent possible damage to faucet or water lines.



Figure 50-1

## Kitchen

|              |                                      |
|--------------|--------------------------------------|
| Cabinets:    | Wood<br>Condition: Satisfactory      |
| Countertops: | Laminated<br>Condition: Satisfactory |
| Sink:        | Double<br>Condition: Satisfactory    |

## Appliances

This is a cursory check only of the specified appliances. The accuracy or operation of timers, temperature or power level controls is beyond the scope of this inspection.

|               |  |
|---------------|--|
| Range:        | Whirlpool<br>Condition: Marginal       |
| Range Hood:   | Not Present                            |
| Refrigerator: | (2) Samsung<br>Condition: Satisfactory |
| Dishwasher:   | Not Present                            |
| Microwave:    | Toshiba<br>Condition: Satisfactory     |
| Disposal:     | Not Present                            |



### Comment 51:

Front right burner was not functional at the time of the inspection, repair is recommended to allow use.

(Appliances continued)



Figure 51-1

## Laundry

|                    |  |
|--------------------|--|
| Built In Cabinets: | Not Present                                  |
| Laundry Sink:      | Not Present                                  |
| Dryer Venting:     | To Exterior<br>Condition: Marginal           |
| GFCI Protection:   | Unknown (not accessible)                     |
| Laundry Hook Ups:  | Yes<br>Condition: Satisfactory Where Visible |
| Washer:            | Not Inspected                                |
| Dryer:             | Not Inspected                                |



### Comment 52:

The dryer line is flexible piping that can damage easily, trap lint, and are typically are not rated for permanent use. I recommend replacing the current dryer line with rigid metal piping to prevent deterioration of dryer line, minimize the accumulation of lint and prevent possible fires. The first floor's dryer line is disconnected and discharging hot moist air into the crawlspace, repair is recommended.

(Laundry continued)

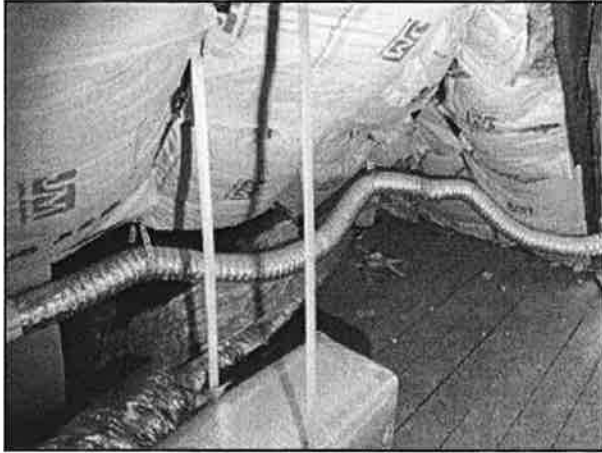


Figure 52-1



Figure 52-2



Figure 52-3



Figure 52-4

# Interior

The interior inspection is limited to readily accessible areas that are not concealed by furnishings or stored items. A representative number of windows and doors.

|                          |  |
|--------------------------|--|
| Floors:                  | Tile, Wood<br>Condition: Satisfactory  |
| Walls:                   | Painted Drywall, Plaster<br>Condition: Satisfactory  |
| Window Types:            | Double Hung<br>Condition: Repair or Replace  |
| Window Materials:        | Wood   |
| Entry Door Types:        | Hinged<br>Condition: Satisfactory  |
| Entry Door Materials:    | Wood, Steel  |
| Interior Door Materials: | Wood   |
| Fireplace:               | Masonry, Coal or Gas Burning<br>Condition: Not Inspected (sealed) but assumed to be non functional |



## Comment 53:

The handrail does not fully extend up the staircase. I recommend adding a handrail that is easy to grasp to current steps to prevent falls in an emergency.

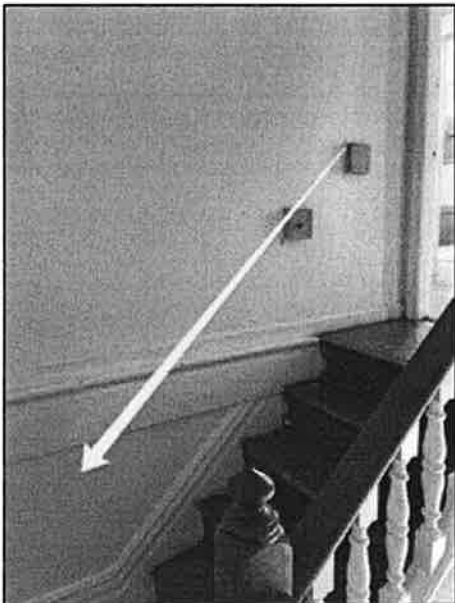


Figure 53-1



Figure 53-2

(Interior continued)

---



**Comment 54:**

The rear exterior door's deadbolt does not latch properly, repair is recommended to maintain the security of the home.



Figure 54-1

# Report Summary

This summary page is not the entire report. The complete report may include additional information of interest or concern to you. It is strongly recommended that you promptly read the complete report. For information regarding the negotiability of any item in this report under the real estate purchase contract, contact your real estate agent or an attorney.

## Site

---

1) Pictured are areas of neutral or negative slope around perimeter of the home. I recommend adjusting the soil around the home's perimeter or in extreme cases re-grading lot or adding drain tile to promote water drainage away from structure. Pictured are examples and other areas of neutral or negative slope may exist around perimeter of the home.

## Exterior

---

2) There are several areas where there are cracks or mortar loss in the brick walls and chimneys around the home's perimeter. I recommend having a reputable brick professional seal the cracks with mortar (tuck pointing) and ensuring the bricks are in stable condition to prevent possible water penetration. I then recommend monitoring the areas periodically for possible future movement and repairing if necessary. Pictured were used as examples and more are present and more are present and should be treated in the same manner.

3) Pictured are examples of peeling paint, caulk separation, exposed wood and wood deterioration on several exterior trim surfaces, re-painting and caulking is necessary to prevent wood from deteriorating further and is a common maintenance issue. More areas of peeling paint exist around perimeter of home these were used as examples.

4) The wood windows are in marginal condition with areas of peeling paint, glazing deterioration, slight deterioration and loose trim intersections. I recommend caulking/sealing and painting the window components to prevent further deterioration or possible water intrusion. Pictured were used as examples and more areas in need of repair may be present and should be treated in the same manner. The majority of the wood windows in home were not functional at time of inspection that may be due to windows being painted or caulked shut or damaged opening components. I recommend adjusting or repairing the windows as needed to allow use. Pictured were used as examples and more are present and should be treated in the same manner.



(Report Summary continued)

## Roofing

---

- 5) The downspouts on the side of the home are incomplete or missing that can direct water toward the structure or foundation, repair is recommended.
- 6) Pictured are downspouts that could benefit from downspout extensions. Splash blocks may be installed but I recommend adding extensions to get the water as far away from the house's foundation as possible. These were used as examples and more could be present around perimeter of home.
- 7) There is flashing that is loose on the several roofline, repair by a reputable roofing contractor is recommended to prevent possible water penetration or further damage to the materials.
- 8) There are several soffits that are stained that could indicate that the box gutters are leaking. Due to the height of the soffits I could not test the soffits with a moisture meter and I recommend further evaluation and possible repair by a reputable roofing contractor to prevent further possible damage.
- 9) Pictured are examples of voids or loose soffit materials. I recommend sealing the voids to prevent further damage and pest access. Pictured were used as examples and more may be present and should be treated in the same manner.

## Structure

---

- 10) The floors on the second floor on the rear of the home are noticeably sloped. These slopes could have been the result of settling or the home could have been constructed this way. While the floors appear stable, I recommend further evaluation by a reputable general contractor to ensure the floor system is adequately supported in satisfactory condition.
- 11) The rear of the home had damp soil indicating water penetration. It appears that the area had a doorway that was covered but is no longer in use. I recommend further sealing the area to prevent further intrusion.

(Report Summary continued)

### Structure: Attic

---

12) The attic is missing several floorboards, replacement is recommended to prevent tripping or injuries.

13) There are no handrails or railings on the attic staircase that is a fall hazard. I recommend adding railings and handrails to prevent falls.

### Structure: Crawlspace

---

14) The floor system in the addition appears stable but has several stiff legs installed and they are not sitting on concrete footings. The floor system appears to be performing its intended function but due to limited access I recommend further evaluation by reputable general contractor to determine if support is adequate to maintain structure of floor system and improve/repair if necessary.

### Electrical

---

15) No cover plates are installed on several electrical boxes within the home. Cover plates should be installed to prevent possible electric shock and suppress fires, replacement is recommended.

16) The light fixture in the staircase landing has been removed leaving exposed wires that are live. These wire should terminate into a junction box to prevent possible electric shock or reduce the risk of fire, repair by qualified electrician is recommended.

17) Highlighted is several double tap electrical connections (two wires connected to the same breaker). Each series of wires should have its own dedicated breaker installed. I recommend repair by a licensed electrician.

18) There are breakers in the the service panel that is too large with the current wire sizes. I recommend evaluation of the service panel by licensed electrician to verify that wires are accurate with breaker sizes and repair or replace if necessary.

19) Pictured are other manufacturer's breakers installed in a Siemens service panel. While breakers may be functional, Siemens does not test, approve or warranty the service panel if other manufacturers' breakers are installed. I recommend replacement of breaker with a Siemens breaker by licensed electrician.

(Report Summary continued)

20) There is knob and tube, abandoned and live wires not terminating into junction boxes in the basement. I recommend having the unsafe wiring removed or concealed within junction boxes by a licensed electrician to prevent possible electric shock or a home fire. Pictured were used as examples and more are present and should be treated in the same manner.

#### HVAC: Heating

---

21) Several baseboard heaters were not functional when tested, repair is recommended to allow use if desired. Pictured was used as an example and more are present and should be treated in the same manner.

#### Plumbing

---

22) There was standing water in the main waste line when viewed from the exterior of the home that could indicate a blockage, further evaluation and possible repair by a licensed plumber is recommended.

#### Bathrooms: Bathroom #1

---

23) There is currently no ventilation source in the bathroom at the time of the inspection. I recommend adding a bath fan to remove hot humid air from the bathroom and prevent possible water damage.

24) The toilet is very loose from floor, repair (including a new wax ring) is recommended to prevent possible water leaks or damage to the toilet.

25) The vanity waste line is flexible piping that is not an approved piping component, can increased clogging and or become malodorous due to it's rough texture, replacement with solid ridged piping is recommended.

#### Bathrooms: Bathroom #2

---

26) The bathroom sink's waste line has an S traps installed and it needs to be upgraded to a P trap to prevent siphoning of water, evaluation and repair by licensed plumber is recommended.

27) The shower walls are in poor condition with loose panels or seams, repair is recommended to prevent possible water penetration.

28) Faucet is loose from vanity top, repair of faucet is recommend to ease use and prevent possible damage to faucet or water lines.

(Report Summary continued)

### Kitchen: Appliances

---

29) Front right burner was not functional at the time of the inspection, repair is recommended to allow use.

### Laundry

---

30) The dryer line is flexible piping that can damage easily, trap lint, and are typically are not rated for permanent use. I recommend replacing the current dryer line with rigid metal piping to prevent deterioration of dryer line, minimize the accumulation of lint and prevent possible fires. The first floor's dryer line is disconnected and discharging hot moist air into the crawlspace, repair is recommended.

### Interior

---

31) The handrail does not fully extend up the staircase. I recommend adding a handrail that is easy to grasp to current steps to prevent falls in an emergency.

32) The rear exterior door's deadbolt does not latch properly, repair is recommended to maintain the security of the home.

## ***540 W Third Street – Operational Investment Project***

### **SECTION 1**

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe, supportive, and welcoming environment for unaccompanied youth (from birth through 24 years of age) who have suffered abuse, neglect or are at-risk of being victimized and are experiencing homelessness. For children under the age of 18, we provide 24-hour residential-like emergency shelter. AYS has operated this emergency shelter since 1976, and it is the only Safe Place designated emergency shelter for youth in Central Kentucky. For youth between 18 and 24 years of age, we provide overnight emergency shelter, complimented by an outreach center and supportive housing programs where we help these youth transition from homelessness to housing. All of the children and youth we serve find themselves homeless often at no-fault of their own, whether they've been removed from their home, kicked out of their home, or age-out of foster care. We envision a community where every child and youth has a stable home and where all children and youth who are at-risk are strengthened and supported to regain ties with their family, their community, and other encouraging adults.

As the only nonprofit to work specifically with this age group on getting youth from homeless to housed, we at Arbor Youth Services work every day to meet the needs of these young people. We hope to ensure that homeless youth ages 18-24 are able to safely have their basic needs met. We want to help youth transition out of homelessness and to become self-sufficient. Once housed, our critical goal becomes making sure youth maintain housing by providing housing-based case management.

We aim to assist our youth in meeting the following goals: Immediate safety; Stable housing; Self Sufficiency; and Long-term well-being. Examples of goals include: completing safety plans; accepting case management; participating in skill building and enrichment activities; working towards employment or educational advancement; and accessing appropriate services that will ensure their health and mental well-being.

Homeless youth require intensive support services that are often lacking in adult programs, as many youth require extensive support when transitioning to independent living. Adult programs are not developmentally appropriate for young adults, and difficulties arise when mixing them with older adults who have long histories of addictions, mental illness, abuse, and crime and who model survival strategies learned from years of homelessness. The youth we serve often do not feel comfortable in adult shelters due to their increased risks of victimization either through theft or unfortunately, in some cases, physical or sexual harm. Many youth congregate and stay in places not meant for habitation or on the streets to avoid staying in shelters, either due to the above fears or because they are unable to abide by what they feel are arbitrary or punitive guidelines. For many youth with mental health issues, shelters exaggerate triggers or other behavioral issues that would otherwise be benign if in a safe environment. Youth access our outreach center and shelter because they feel safe in the environment and understood by staff, which ultimately leads to accepting services to meet their basic needs and making positive choices about their lives.

It is imperative to break the cycle of homelessness at a young age so that these people do not spend decades dependent on Lexington's assistance programs. Keeping young people away from the cycle of homelessness impacts Lexington in many ways.

Through the immediate support we provide in our outreach center and shelter, we keep kids off the streets which leads to a decrease in crime; studies show that when individuals have a home and a job, they are less likely to resort to crime to meet their needs. Off the streets, youth are also physically safer from others. Keeping young adults from becoming chronically homeless saves our city money through a decrease in social assistance programs for them in the future. Our services are a cost-effective way for youth to gain stability, reconnect with their families and prevent them from becoming chronically homeless adults. Data indicates there are significant costs to the public associated with homelessness. These costs include expenses in public assistance, law enforcement, and health services. For instance, in 2019, the public cost of services – including shelter, public assistance, law enforcement, and health services – for a chronically homeless individual in Lexington, KY, was \$12,202 per month, significantly higher than the \$1,500 per month for residents in supportive housing (LFUCG Office of Homelessness Prevention and Intervention). For AYS, the estimated cost of services per youth is \$1,903, varying depending on the number of youth served annually.

As the number of homeless youth has more than doubled nationwide over the last 10 years (National Center for Homeless Education), Lexington's number of 18-24 year olds who are living on the streets or in shelters seems to fluctuate year to year. In 2021, Fayette County's LexCount showed a 22% increase in youth homelessness for youth between the ages of 18 and 24, and this number does not necessarily reflect the true need, such that unaccompanied homeless youth are more likely to couch surf, which is not counted in HUD Point in Time homeless counts. In 2021, AYS served 152

unduplicated youth through programs provided in our 540 W Third Street location, in Fayette County, Lexington.

## **SECTION 2**

The programs offered at and through our 540 W Third Street location are valuable to the community by providing youth who are experiencing homeless or housing insecurity with a place to come during the day and night that allows them to be connected to the community services and government benefits available that will allow them to work towards self-sufficiency. AYS owns this historical home and in addition to the facility improvements for 540 W Third Street bundled with this application, the organization is also requesting funding to replace and/or purchase a few necessary pieces of operational equipment.

If awarded, AYS would use these funds to purchase a stand-by generator. This is a costly item that has been on the organization's wish-list for a long time. By having a generator, we could continue to provide services and youth would not have to be relocated in cases of power outages, especially those lasting for longer periods of times. Purchasing a generator for 536 W Third Street location, which provides emergency shelter to unaccompanied minors 24 hours a day, 7 days a week, 365 days a year, is part of strategic plan in terms on improving the organization's emergency and disaster planning.

In addition to a generator, our 536 W Third Street facility also needs the washer and dryer replaced. We've had it serviced a few times over the last year, and it has been suggested that we replace it soon for a higher capacity washer and dryer. The



current dryer is also having heating issues, and the highest setting of heat is necessary to ensure the killing of bedbugs on cloth items brought with the youth. Just like in our 540 facility, these machines are used to wash the clothing of youth staying at the shelter and to daily wash bed linens and towels, all used by youth in our care.

Our washer and dryers are heavily used, both by youth washing their laundry and by staff washing bed linens daily for shelter use every night. Last year, youth did 324 loads of laundry, and this does not include the number of loads of bed linens washed by staff. With the opening of the overnight shelter in late 2021, the number of loads of laundry done by youth per month as essentially doubled. Our current washers and dryers are several years old, one set we've been using for nearly 5 years old and the other at least 10 years old, and these machines were donated to us, after already being "gently" used. We would like to replace them with more efficient machines, ones meant for high-capacity use, saving time and water-usage.

Another highly used appliance in this facility is the kitchen stove, used by both youth and staff to prepare meals throughout the day. Last year, 871 meals were provided through this facility; this number has also greatly increased for this year due to opening of the overnight shelter and meals also being provided in the evening. One of the burners on the stove is no longer functional, and the oven does not appear to heat evenly. Considering the cost of repair, we would like to replace the entire stove.

Beyond the services we provide inside of the building, staff transport youth daily to and from appointments (employment, medical, educational, etc.), and for this reason, adequate and safe vehicles are essential in providing transportation assistance to youth. Staff also regularly use organizational vehicles to help move youth into

apartments and for picking up donations. Last calendar year, staff transported various youth 228 times for a variety of reasons. The organization currently primarily uses an old SUV that has many issues, including a broken muffler, various electrical issues, and just recently braking issues. Our mechanic has continued to put “band-aids” on the vehicle to keep it safely operational for us, but he has indicated that we should replace this vehicle as soon as funding allows. If awarded this funding, AYS would spend approximately \$20,000 to purchase a used SUV.

### **SECTION 3**

Arbor Youth Services has provided emergency shelter and accompanying support services to Central Kentucky runaway and homeless youth since 1976. AYS has successfully operated homeless support programs for over 40 years and continues to provide extraordinary age-appropriate services to youth in an individualized and positive manner. The organization has operated federal, state, and city funded projects throughout the duration of its operation and continue to implement effective and life-saving projects like those proposed in this application. AYS is prepared and capable to use federal award funds properly and efficiently and can complete the purchases outlined in this application in a timely manner. The organization has not previously had any noncompliance issues, but in any cases of noncompliance, AYS would respond and remedy any issues in a timely and appropriate manner.

Key AYS personnel have vast experiences and expertise that explicitly contribute to making our programs successful. The following staff positions are key to managing and monitoring grant activities and effective performance and would oversee the

projects described in this application. The Executive Director, Lori Clemons, has been with the organization for nearly 5 years and is responsible for oversight of the agency and programs and compliance with state and federal regulations. This would not be Ms. Clemons' first capital project and is accustomed to the requirements of federal funding use and reporting; since joining the organization, Ms. Clemons has effectively overseen and completed two rehab projects, including the complete rehab of 536 W Third Street using CDBG funds. The Administrative Coordinator, Joshua McKinley, has been with the organization for almost 3 years and is responsible for not only the financial management of the organization but also assists all leadership staff in ensuring compliance with internal controls, grant requirements, and licensing requirements. Mr. McKinley also has experience and understanding of the reporting and invoicing requirements for awarded federal funding.

AYS is prepared to manage and comply with all ARPA requirements and to ensure that purchases follow all ARPA requirements to remain compliant. Upon notification of award status, AYS will collect 3 bids/prices for each piece of equipment and will select the most affordable option.

#### **SECTION 4**

The organization is prepared to make operational equipment purchases upon notice of awarded funding. If awarded, AYS aims to complete all purchases by the end of 2022, and AYS does not expect any obstacles that would prevent project completion much before April 30, 2024.

## SECTION 5

The following object class descriptions and line-item justifications are necessary and justified by the scope of work to be accomplished by AYS as described in this application. All of the following projects listed below are to ensure the safety of the building and to keep it operational for services. This building is used for direct services to youth, and all repairs and improvements made to it will benefit our clients. See "Section 2" of this application for a more detailed explanation of these projects and the impact they make on serving the youth who access our services.

|                          |                 |
|--------------------------|-----------------|
| Water Heater             | \$800           |
| Generator                | \$6,147         |
| Washer & Dryer set       | \$1,620         |
| Stackable Washer & Dryer | \$1,500         |
| Stove                    | \$900           |
| SUV                      | \$20,000        |
| <b>TOTAL</b>             | <b>\$30,967</b> |

- To ensure properly heated water for shower, laundry, and dishes use, AYS will replace the water heater priced at \$800.
- To ensure no disruption of services in cases of power outages, AYS will purchase a generator priced at \$6,147.
- To continue to provide opportunities for youth to wash their laundry and for the organization to maintain proper cleanliness and sanitation of bed linens and towels,

AYS will purchase one washer and dryer (\$1620) and one stackable washer/dryer machine (\$1500).

- To continue to provide hot meals to youth, AYS will purchase one stove, priced at \$900.
- To continue to provide transportation assistance and to ensure the safety of staff and youth while providing transportation of youth, AYS will purchase one used SUV, priced at approximately \$20,000.

## ***536 W Third Street – Facility Improvement Project***

### **SECTION 1**

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe, supportive, and welcoming environment for unaccompanied youth (from birth through 24 years of age) who have suffered abuse, neglect or are at-risk of being victimized and are experiencing homelessness. For children under the age of 18, we provide 24-hour residential-like emergency shelter. AYS has operated this emergency shelter since 1976, and it is the only Safe Place designated emergency shelter for youth in Central Kentucky. For youth between 18 and 24 years of age, we provide overnight emergency shelter, complimented by an outreach center and supportive housing programs where we help these youth transition from homelessness to housing. All of the children and youth we serve find themselves homeless often at no-fault of their own, whether they've been removed from their home, kicked out of their home, or age-out of foster care. We envision a community where every child and youth has a stable home and where all children and youth who are at-risk are strengthened and supported to regain ties with their family, their community, and other encouraging adults.

Our emergency shelter for minors is currently licensed for a capacity of 10 beds, with 4 additional beds for emergency overflow. The actual bed count does not include the crib and 2 toddler beds available for use. We expect to provide shelter to at least 150 youth per year. We operate the shelter program 24 hours a day/7 days a week all year, with around the clock supervision (a minimum of 2 staff on shift at a time). Arbor Youth provides shelter services to children ages of birth through 17 years. Many of the

youth served in our shelter have experienced multiple episodes of homelessness with their family, exhibit runaway behavior, are fleeing abusive situations or lack an available and capable adult to maintain custody.

While youth are in our care, AYS achieves strives to meet following project objectives: meeting the basic, physical and psychological safety needs of runaway and homeless youth; improving the psychological, emotional and physical well-being of youth and providing services that improve youth's ability to reunite with family (when appropriate) or become self-sufficient while also building permanent connections with caring adults. Due to the special nature of our youth population, we provide our services in a home-like setting that encourages comfort while decreasing the effects of trauma to youth experiencing homelessness and other crises. All services are voluntary and free. Youth are encouraged to participate in family style meals, complete safety plans and case management, and are provided with all basic necessities upon intake and are expected to attend school if enrolled in Fayette County. We also provide medical, mental health and housing advocacy for all youth.

One of the common reasons youth experience homelessness is due to abuse and/or neglect in the home. Children are found in unsafe, unhealthy situations and are removed from the home. Youth will runaway from homes where they don't feel safe due to abuse and/or neglect. Many of the youth served in Arbor programs are currently in the foster care system, have experienced abuse and/or neglect and experience varying levels or mental health issues. Many youth and families served have also experienced, or are experiencing, domestic violence and lack the necessary skills require to break the potential cycle of homelessness and abuse. Statewide reports of child abuse/neglect in

2018 show that the number of child victims of substantiated abuse in Kentucky increased by 2.6 percent. In Fayette County, the number of children in reports to DCBS for suspected abuse/neglect in Fayette County increased by 7.4%, and approximately 40% of the youth AYS serves through this emergency shelter are these children possibly in danger at home.

The prior strategic plan considered public facilities like Arbor Youth's Emergency Shelter for Minors to be of high priority as it meets criteria of youth services and homeless prevention/ intervention programs. Additionally, the population of youth served also met the low/no income categories, individuals with disabilities and at times chronically homeless categories which were also considered high priority populations. Moving youth from homelessness to housing impacts Lexington in several ways, including decreased crime rates, benefits to our economy and tourism, and creates a more welcoming downtown environment. It is critical to keep our residents off the streets and in safe and stable housing. We believe the best way to prevent adult homelessness is by intervening and investing in youth now, to break the cycle of homelessness.

As the prior strategic plans stated, "Single youth of concern, include those who prior to the age of 18 were committed to the state, have aged out of foster care, and are completely on their own at the age of 18. These youth have often become committed to the state because of abuse and neglect of their birth parents and at the age of 18, they do not have the life skills and the educational attainment necessary for self-sufficiency and therefore poorly housed or homeless. Also of concern are youth who for a variety of reasons have left home or have been 'thrown away' by their parents and that lack the



life skills necessary to become self-sufficient. These persons, because of their lack of educational attainment, have very low incomes and cannot afford market rate housing." Arbor Youth directly addresses the issue of youth whom are not being taught the proper life skills and resources to transition into adulthood successfully. Through positive relationship building and consistent services, Arbor continues to excel at providing services to this special population.

## **SECTION 2**

The programs offered at and through our 536 W Third Street location are valuable to the community by providing children and youth who are experiencing homelessness or are unsafe at home a safe place day and night to sleep and have all their basic needs met, while in the midst of crisis and uncertainty. AYS owns this historical home that previously had many structural, interior, and exterior facility issues that were finally addressed in 2018 using CDBG and private donor funds, resulting in a nearly completely rehabbed facility.

However, there is one facility improvement needed for our 536 W Third Street facility. The downstairs handicap accessible bathroom needs the flooring replaced. During the 2018 rehab, the bathroom was redone to be handicap accessible and the flooring put in at the time has not withstood whatsoever. Pieces of tile continue to come loose, and over the last couple years, the floor is becoming exceedingly worse, and gradually, there will be no tile. On average, 150 youth utilize this bathroom, and if awarded this funding, this floor would be replaced, making it safer for youth to walk on and aesthetically more pleasing.

### **SECTION 3**

Arbor Youth Services has provided emergency shelter and accompanying support services to Central Kentucky runaway and homeless youth since 1976. AYS has successfully operated homeless support programs for over 40 years and continues to provide extraordinary age-appropriate services to youth in an individualized and positive manner. The organization has operated federal, state, and city funded projects throughout the duration of its operation and continue to implement effective and life-saving projects like those proposed in this application. AYS is prepared and capable to use federal award funds properly and efficiently and can complete the repairs and purchases outlined in this application in a timely manner. The organization has not previously had any noncompliance issues, but in any cases of noncompliance, AYS would respond and remedy any issues in a timely and appropriate manner.

Key AYS personnel have vast experiences and expertise that explicitly contribute to making our programs successful. The following staff positions are key to managing and monitoring grant activities and effective performance and would oversee the projects described in this application. The Executive Director, Lori Clemons, has been with the organization for nearly 5 years and is responsible for oversight of the agency and programs and compliance with state and federal regulations. This would not be Ms. Clemons' first capital project and is accustomed to the requirements of federal funding use and reporting; since joining the organization, Ms. Clemons has effectively overseen and completed two rehab projects, including the complete rehab of 536 W Third Street using CDBG funds. The Administrative Coordinator, Joshua McKinley, has been with the organization for almost 3 years and is responsible for not only the financial

management of the organization but also assists all leadership staff in ensuring compliance with internal controls, grant requirements, and licensing requirements. Mr. McKinley also has experience and understanding of the reporting and invoicing requirements for awarded federal funding.

AYS is prepared to manage and comply with all ARPA requirements and to ensure that the winning contractor understands all ARPA requirements to remain compliant. Upon notification of award status, AYS will issue a RFP detailing the project and the ARPA requirements expected of awarded contractor. AYS will secure at least 3 bids on the project to select the most affordable contractor.

#### **SECTION 4**

The organization is prepared to start facility repairs and make operational equipment purchases upon notice of awarded funding. Having completed two major and one smaller-scale rehab projects, we have good relationships with multiple contractors and feel confident that we could quickly get three bids for the facility improvement projects, with the understanding that we want to start the projects as soon as possible. With proper planning with the contractor, AYS hopes to address each facility issue in a way that does not interrupt services provided to youth, as long as safety is not an issue. AYS does not expect any obstacles that would prevent project completion much before April 30, 2024.

## **SECTION 5**

The following object class descriptions and line-item justifications are necessary and justified by the scope of work to be accomplished by AYS as described in this application. The following project listed below is to ensure the safety of the building and keeping it operational for services. This building is used for direct services to youth, and all repairs and improvements made to it benefits the youth AYS serves. See "Section 2" of this application for a more detailed explanation of these projects and the impact they make on serving the youth who access our services.

|                |                |
|----------------|----------------|
| Bathroom floor | <b>\$1,500</b> |
|----------------|----------------|

- To have a safe and functioning bathroom for youth use, AYS will have the flooring replaced, for an estimated cost of \$1,500

## ***536 W Third Street – Operational Investment Project***

### **SECTION 1**

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe, supportive, and welcoming environment for unaccompanied youth (from birth through 24 years of age) who have suffered abuse, neglect or are at-risk of being victimized and are experiencing homelessness. For children under the age of 18, we provide 24-hour residential-like emergency shelter. AYS has operated this emergency shelter since 1976, and it is the only Safe Place designated emergency shelter for youth in Central Kentucky. For youth between 18 and 24 years of age, we provide overnight emergency shelter, complimented by an outreach center and supportive housing programs where we help these youth transition from homelessness to housing. All of the children and youth we serve find themselves homeless often at no-fault of their own, whether they've been removed from their home, kicked out of their home, or age-out of foster care. We envision a community where every child and youth has a stable home and where all children and youth who are at-risk are strengthened and supported to regain ties with their family, their community, and other encouraging adults.

Our emergency shelter for minors is currently licensed for a capacity of 10 beds, with 4 additional beds for emergency overflow. The actual bed count does not include the crib and 2 toddler beds available for use. We expect to provide shelter to at least 150 youth per year. We operate the shelter program 24 hours a day/7 days a week all year, with around the clock supervision (a minimum of 2 staff on shift at a time). Arbor Youth provides shelter services to children ages of birth through 17 years. Many of the

youth served in our shelter have experienced multiple episodes of homelessness with their family, exhibit runaway behavior, are fleeing abusive situations or lack an available and capable adult to maintain custody.

While youth are in our care, AYS achieves strives to meet following project objectives: meeting the basic, physical and psychological safety needs of runaway and homeless youth; improving the psychological, emotional and physical well-being of youth and providing services that improve youth's ability to reunite with family (when appropriate) or become self-sufficient while also building permanent connections with caring adults. Due to the special nature of our youth population, we provide our services in a home-like setting that encourages comfort while decreasing the effects of trauma to youth experiencing homelessness and other crises. All services are voluntary and free. Youth are encouraged to participate in family style meals, complete safety plans and case management, and are provided with all basic necessities upon intake and are expected to attend school if enrolled in Fayette County. We also provide medical, mental health and housing advocacy for all youth.

One of the common reasons youth experience homelessness is due to abuse and/or neglect in the home. Children are found in unsafe, unhealthy situations and are removed from the home. Youth will runaway from homes where they don't feel safe due to abuse and/or neglect. Many of the youth served in Arbor programs are currently in the foster care system, have experienced abuse and/or neglect and experience varying levels or mental health issues. Many youth and families served have also experienced, or are experiencing, domestic violence and lack the necessary skills require to break the potential cycle of homelessness and abuse. Statewide reports of child abuse/neglect in

2018 show that the number of child victims of substantiated abuse in Kentucky increased by 2.6 percent. In Fayette County, the number of children in reports to DCBS for suspected abuse/neglect in Fayette County increased by 7.4%, and approximately 40% of the youth AYS serves through this emergency shelter are these children possibly in danger at home.

The prior strategic plan considered public facilities like Arbor Youth's Emergency Shelter for Minors to be of high priority as it meets criteria of youth services and homeless prevention/ intervention programs. Additionally, the population of youth served also met the low/no income categories, individuals with disabilities and at times chronically homeless categories which were also considered high priority populations. Moving youth from homelessness to housing impacts Lexington in several ways, including decreased crime rates, benefits to our economy and tourism, and creates a more welcoming downtown environment. It is critical to keep our residents off the streets and in safe and stable housing. We believe the best way to prevent adult homelessness is by intervening and investing in youth now, to break the cycle of homelessness.

As the prior strategic plans stated, "Single youth of concern, include those who prior to the age of 18 were committed to the state, have aged out of foster care, and are completely on their own at the age of 18. These youth have often become committed to the state because of abuse and neglect of their birth parents and at the age of 18, they do not have the life skills and the educational attainment necessary for self-sufficiency and therefore poorly housed or homeless. Also of concern are youth who for a variety of reasons have left home or have been 'thrown away' by their parents and that lack the

life skills necessary to become self-sufficient. These persons, because of their lack of educational attainment, have very low incomes and cannot afford market rate housing." Arbor Youth directly addresses the issue of youth whom are not being taught the proper life skills and resources to transition into adulthood successfully. Through positive relationship building and consistent services, Arbor continues to excel at providing services to this special population.

## **SECTION 2**

The programs offered at and through our 536 W Third Street location are valuable to the community by providing children and youth who are experiencing homelessness or are unsafe at home a safe place day and night to sleep and have all their basic needs met, while in the midst of crisis and uncertainty. AYS owns this historical home and in addition to the facility improvement for 536 W Third Street bundled with this application, the organization is also requesting funding to replace and/or purchase a few necessary pieces of operational equipment.

If awarded, AYS would use these funds to purchase a stand-by generator. This is a costly item that has been on the organization's wish-list for a long time. By having a generator, we could continue to provide services and youth would not have to be relocated in cases of power outages, especially those lasting for longer periods of times. Purchasing a generator for 536 W Third Street location, which provides emergency shelter to unaccompanied minors 24 hours a day, 7 days a week, 365 days a year, is part of strategic plan in terms on improving the organization's emergency and disaster planning.



In addition to a generator, our 536 W Third Street facility also needs the washer and dryer replaced. We've had it serviced a few times over the last year, and it has been suggested that we replace it soon for a higher capacity washer and dryer. The current dryer is also having heating issues, and the highest setting of heat is necessary to ensure the killing of bedbugs on cloth items brought with the youth. Just like in our 540 facility, these machines are used to wash the clothing of youth staying at the shelter and to daily wash bed linens and towels, all used by youth in our care.

### **SECTION 3**

Arbor Youth Services has provided emergency shelter and accompanying support services to Central Kentucky runaway and homeless youth since 1976. AYS has successfully operated homeless support programs for over 40 years and continues to provide extraordinary age-appropriate services to youth in an individualized and positive manner. The organization has operated federal, state, and city funded projects throughout the duration of its operation and continue to implement effective and life-saving projects like those proposed in this application. AYS is prepared and capable to use federal award funds properly and efficiently and can complete the purchases outlined in this application in a timely manner. The organization has not previously had any noncompliance issues, but in any cases of noncompliance, AYS would respond and remedy any issues in a timely and appropriate manner.

Key AYS personnel have vast experiences and expertise that explicitly contribute to making our programs successful. The following staff positions are key to managing and monitoring grant activities and effective performance and would oversee the

projects described in this application. The Executive Director, Lori Clemons, has been with the organization for nearly 5 years and is responsible for oversight of the agency and programs and compliance with state and federal regulations. This would not be Ms. Clemons' first capital project and is accustomed to the requirements of federal funding use and reporting; since joining the organization, Ms. Clemons has effectively overseen and completed two rehab projects, including the complete rehab of 536 W Third Street using CDBG funds. The Administrative Coordinator, Joshua McKinley, has been with the organization for almost 3 years and is responsible for not only the financial management of the organization but also assists all leadership staff in ensuring compliance with internal controls, grant requirements, and licensing requirements. Mr. McKinley also has experience and understanding of the reporting and invoicing requirements for awarded federal funding.

AYS is prepared to manage and comply with all ARPA requirements and to ensure that purchases follow all ARPA requirements to remain compliant. Upon notification of award status, AYS will collect 3 bids/prices for each piece of equipment and will select the most affordable option.

#### **SECTION 4**

The organization is prepared to make operational equipment purchases upon notice of awarded funding. If awarded, AYS aims to complete all purchases by the end of 2022, and AYS does not expect any obstacles that would prevent project completion much before April 30, 2024.

**SECTION 5**

The following object class descriptions and line-item justifications are necessary and justified by the scope of work to be accomplished by AYS as described in this application. All of the following projects listed below are to ensure the safety of the building and to keep it operational for services. This building is used for direct services to youth, and all repairs and improvements made to it will benefit our clients. See “Section 2” of this application for a more detailed explanation of these projects and the impact they make on serving the youth who access our services.

|                    |                |
|--------------------|----------------|
| Generator          | \$6,147        |
| Washer & Dryer set | \$1,620        |
| <b>TOTAL</b>       | <b>\$9,267</b> |

- To ensure no disruption of services in cases of power outages, AYS will purchase a generator priced at \$6,147.
- To continue to provide opportunities for youth to wash their laundry and for the organization to maintain proper cleanliness and sanitation of bed linens and towels, AYS will purchase one washer and dryer, priced at \$1620.

## ***1807 Dalton Court – Operational Investment Project***

### **SECTION 1**

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe, supportive, and welcoming environment for unaccompanied youth (from birth through 24 years of age) who have suffered abuse, neglect or are at-risk of being victimized and are experiencing homelessness. For children under the age of 18, we provide 24-hour residential-like emergency shelter. AYS has operated this emergency shelter since 1976, and it is the only Safe Place designated emergency shelter for youth in Central Kentucky. For youth between 18 and 24 years of age, we provide overnight emergency shelter, complimented by an outreach center and supportive housing programs where we help these youth transition from homelessness to housing. One of these supportive housing programs includes a permanent housing program with a 6-unit apartment building owned by the organization, located at 1807 Dalton Court.

As the only nonprofit to work specifically with this age group on getting youth from homeless to housed, we at Arbor Youth Services work every day to meet the needs of these young people. We hope to ensure that homeless youth ages 18-24 are able to safely have their basic needs met. We want to help youth transition out of homelessness and to become self-sufficient. Once housed, our critical goal becomes making sure youth maintain housing by providing housing-based case management. We aim to assist our youth in meeting the following goals: Immediate safety; Stable housing; Self Sufficiency; and Long-term well-being. Examples of goals include: completing safety plans; accepting case management; participating in skill building and

enrichment activities; working towards employment or educational advancement; and accessing appropriate services that will ensure their health and mental well-being.

Homeless youth require intensive support services that are often lacking in adult programs, as many youth require extensive support when transitioning to independent living. Adult programs are not developmentally appropriate for young adults, and difficulties arise when mixing them with older adults who have long histories of addictions, mental illness, abuse, and crime and who model survival strategies learned from years of homelessness. The youth we serve often do not feel comfortable in adult shelters due to their increased risks of victimization either through theft or unfortunately, in some cases, physical or sexual harm. Many youth congregate and stay in places not meant for habitation or on the streets to avoid staying in shelters, either due to the above fears or because they are unable to abide by what they feel are arbitrary or punitive guidelines. For many youth with mental health issues, shelters exaggerate triggers or other behavioral issues that would otherwise be benign if in a safe environment. Youth access our outreach center and shelter because they feel safe in the environment and understood by staff, which ultimately leads to accepting services to meet their basic needs and making positive choices about their lives.

It is imperative to break the cycle of homelessness at a young age so that these people do not spend decades dependent on Lexington's assistance programs. Keeping young people away from the cycle of homelessness impacts Lexington in many ways. Through the immediate support we provide in our outreach center and shelter, we keep kids off the streets which leads to a decrease in crime; studies show that when individuals have a home and a job, they are less likely to resort to crime to meet their

needs. Off the streets, youth are also physically safer from others. Keeping young adults from becoming chronically homeless saves our city money through a decrease in social assistance programs for them in the future. Our services are a cost-effective way for youth to gain stability, reconnect with their families and prevent them from becoming chronically homeless adults. Data indicates there are significant costs to the public associated with homelessness. These costs include expenses in public assistance, law enforcement, and health services. For instance, in 2019, the public cost of services – including shelter, public assistance, law enforcement, and health services – for a chronically homeless individual in Lexington, KY, was \$12,202 per month, significantly higher than the \$1,500 per month for residents in supportive housing (LFUCG Office of Homelessness Prevention and Intervention). For AYS, the estimated cost of services per youth is \$1,903, varying depending on the number of youth served annually.

As the number of homeless youth has more than doubled nationwide over the last 10 years (National Center for Homeless Education), Lexington's number of 18-24 year olds who are living on the streets or in shelters seems to fluctuate year to year. In 2021, Fayette County's LexCount showed a 22% increase in youth homelessness for youth between the ages of 18 and 24, and this number does not necessarily reflect the true need, such that unaccompanied homeless youth are more likely to couch surf, which is not counted in HUD Point in Time homeless counts. In 2021, AYS served 152 unduplicated youth through programs provided in our 540 W Third Street location, in Fayette County, Lexington.

## **SECTION 2**

The permanent housing program offered at 1807 Dalton Court is valuable to the community by providing permanent affordable housing options with supportive services, including a caseworker on sight during the week, for youth between the ages of 18 and 24. The young adults we serve often have no rental history or bad rental history due to not being prepared for independent living and/or not having any support system. This often makes it more difficult to house a youth due to the high demand of rental properties, as they are seen as a risk. Not to mention the lack of affordable housing available, and AYS provides a fair-market rent; thus, this is not a revenue building program as the income received by rent payments covers the costs of the supportive services provided. By having an apartment building owned and managed by the organization, we are able to help youth build or repair their rental history and also put them in a setting with support available as needed, positioning them for increased success in living independently.

This 6-unit apartment building was given to the organization by LFUCG in late 2018, and the organization received Affordable Housing Trust Fund dollars to address major facility needs before it could be operational. As part of this rehab, interior heating and cooling units were replaced, but the two exterior HVAC units were not; they were very old yet fully functioning at that time. Over the past 3 months, we have had repeated issues with these 2 units and have had them serviced many times. Two different HVAC companies have inspected and serviced these units, both suggesting we replace the units this year. This is large expense, and if awarded this funding, we would replace both exterior HVAC units ensuring proper heating and cooling for tenants and saving future funding by not having to have them serviced often.

### **SECTION 3**

Arbor Youth Services has provided emergency shelter and accompanying support services to Central Kentucky runaway and homeless youth since 1976. AYS has successfully operated homeless support programs for over 40 years and continues to provide extraordinary age-appropriate services to youth in an individualized and positive manner. The organization has operated federal, state, and city funded projects throughout the duration of its operation and continue to implement effective and life-saving projects like those proposed in this application. AYS is prepared and capable to use federal award funds properly and efficiently and can complete the purchases outlined in this application in a timely manner. The organization has not previously had any noncompliance issues, but in any cases of noncompliance, AYS would respond and remedy any issues in a timely and appropriate manner.

Key AYS personnel have vast experiences and expertise that explicitly contribute to making our programs successful. The following staff positions are key to managing and monitoring grant activities and effective performance and would oversee the projects described in this application. The Executive Director, Lori Clemons, has been with the organization for nearly 5 years and is responsible for oversight of the agency and programs and compliance with state and federal regulations. This would not be Ms. Clemons' first capital project and is accustomed to the requirements of federal funding use and reporting; since joining the organization, Ms. Clemons has effectively overseen and completed two rehab projects, including the complete rehab of 536 W Third Street using CDBG funds. The Administrative Coordinator, Joshua McKinley, has been with



the organization for almost 3 years and is responsible for not only the financial management of the organization but also assists all leadership staff in ensuring compliance with internal controls, grant requirements, and licensing requirements. Mr. McKinley also has experience and understanding of the reporting and invoicing requirements for awarded federal funding.

AYS is prepared to manage and comply with all ARPA requirements and to ensure that purchases follow all ARPA requirements to remain compliant. Upon notification of award status, AYS will collect 3 bids/prices for each piece of equipment and will select the most affordable option.

#### **SECTION 4**

The organization is prepared to make operational equipment purchases upon notice of awarded funding. If awarded, AYS aims to complete these purchases by the end of 2022, and AYS does not expect any obstacles that would prevent project completion much before April 30, 2024.

#### **SECTION 5**

The following object class descriptions and line-item justifications are necessary and justified by the scope of work to be accomplished by AYS as described in this application. All of the following projects listed below are to ensure the safety of the building and to keep it operational for services. This building is used for direct services to youth, and all repairs and improvements made to it will benefit our clients. See

“Section 2” of this application for a more detailed explanation of these projects and the impact they make on serving the youth who access our services.

|              |                 |
|--------------|-----------------|
| HVAC Unit 1  | \$6,435         |
| HVAC Unit 2  | \$6,435         |
| <b>TOTAL</b> | <b>\$12,870</b> |

- To ensure proper heating and cooling of apartments rented to homeless youth, AYS will purchase 2 HVAC units to replace old systems which are failing, for an estimated total cost of \$12,870.

*\*A local HVAC company provided a quote after suggesting the replacement of the unit. See the following attached quote.*



859-983-3483

Sport.Richmond@gmail.com

PO Box 54556, Lexington, KY 40555



May 18, 2022

Arbor Youth Services  
1807 Dalton Court #3  
Lexington, KY 40505  
(662) 545-1001  
[lori@arborky.org](mailto:lori@arborky.org)

**PROPOSAL: 2 ton 14 SEER AC / 80% 45,000 btu Furnace changeout in basement**

**Richmond Mechanical** is happy to offer our professional services regarding the recommendation for the HVAC system at your residence. We wish to offer the following proposal for your consideration:

**Richmond Mechanical to provide and install the following:**

- Remove and dispose of current 2 ton system. Install (1) Bryant M/N 114CNA024 14 SEER 2 ton condensing unit matched with a Bryant M/N 800SA36045E17 80% 45,000 btu Legacy standard efficient gas furnaces and Bryant CNPVP2417ALA 2 ton evaporator coil. Connect new equipment to the existing duct work and utilities. Make any modifications necessary to improve airflow and efficiency during the fit up.
  - R-11 / High pressure nitrogen chemical flush and pressure test of the existing lineset. Replace refrigerant line insulation where needed. New electrical connection to the outdoor unit.
  - Replace existing thermostat with a new Honeywell digital thermostat unless customer prefers the original thermostat
- All Materials, Labor, and equipment to complete project
- 10 yr. manufacturer warranty on all parts and 1 yr. free labor.

**Total Investment: \$6,345.00 (Discounted Check/Cash price: \$6,157.00)**

**EXCLUSIONS:**

Running New High Voltage wiring, Gas piping, Concrete pads, drywall repair, painting, and any task out of HVAC scope.

Our quote is good for thirty (30) days. Any alterations or deviations from our above quote will be an additional cost above and beyond our quoted price. Payment is due upon completion.

Please advise on any questions or concerns. Thank you for the opportunity to continue to earn your business!

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_