

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

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202____, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and THE NATHANIEL MISSION, a Kentucky nonprofit corporation ("Organization"), with offices located at 1109 VERSAILLES RD, SUITE 400, LEXINGTON, KENTUCKY 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 1109 VERSAILLES RD, SUITE 400, LEXINGTON, KENTUCKY 40508, located in Lexington, Kentucky ("Property" or "Properties");

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

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 28-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

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

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
- b. **Exhibit B** – Response to Request for Proposal

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Six-six Thousand, One Hundred and Eighty Two Dollars (\$66,182) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	CAPITAL
1) Door Repairs and Replacements	1) \$17,25.00	1) FACILITIES IMPROVEMENTS
2) Property Deterrence Efforts (Lighting/Fencing)	2) \$36,731.00	2) FACILITIES IMPROVEMENTS
3) Parking Lot Repairs	3) \$12,230.00	3) FACILITIES IMPROVEMENTS

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

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

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

5. CONSTRUCTION TERMS. If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

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

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

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

d. No Liens. Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance

No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

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

16. DISPOSITION OF PROPERTY. Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2029. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

19. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

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

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

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

For Organization:

Daniel Baer, Executive Director
The Nathaniel Mission
1109 Versailles Road, Suite 400
Lexington, KY 40508

For Government:

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

THE NATHANIEL MISSION

BY: _____
DANIEL BAER, Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

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

My commission expires: _____

Commission number: _____

Notary Public, State-at-Large, Kentucky

EXHIBIT A

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



Lexington-Fayette Urban County Government

Request for Proposals

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

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

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

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

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

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

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

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

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

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

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

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

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

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

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

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

AFFIDAVIT

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

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

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.

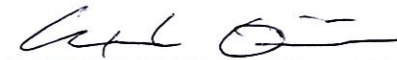
Further, Affiant sayeth naught.

STATE OF KENTUCKY

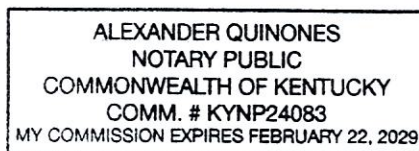
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Daniel Baer on this the 6 day
of October, 2025.

My Commission expires: 02/22/2025



NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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


Signature

THE NATHANIEL MISSION
Name of Business

Firm Submitting Proposal: THE NATHANIEL MISSION

Complete Address: 1109 VERSAILLES RD LEXINGTON KY
Street City Zip

Contact Name: DANIEL BAER Title: EXECUTIVE DIRECTOR

Telephone Number: 859-255-0062 Fax Number: —

Email address: dbaer@nathanielmission.com

GENERAL PROVISIONS

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

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

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

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

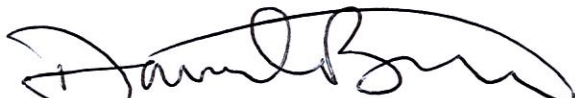
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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


Signature

10.6.25
Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

EXHIBIT B

Response to Request for Proposal



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: THE NATHANIEL MISSION

Mailing Address: 1109 VERSAILLES RD. SUITE 400, LEXINGTON, KY 40508

Street Address: SAME

Phone: (859) 255 - 0062

Is your Agency registered with the IRS as a 501(c)(3) organization?

☒ Yes ☐ No

Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.

Does your agency have a Gold Seal of Transparency or higher profile on Candid.org?

☒ 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):

DANIEL BAER, EXECUTIVE DIRECTOR, 859-255-0062, dbaer@nathanielmission.com

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

SAME

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: DOOR REPAIRS & REPLACEMENTS Request \$ 17,225.⁰⁰
Facility Improvement project

Project: PROPERTY DETERRENCE EFFORTS (FENCING/LIGHTING) Request \$ 36,731.²⁰
Facility Improvement project

Project: PARKING LOT REPAIRS Request \$ 12,230.⁰⁰
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 66,182.⁰⁰

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- Total Funding Pool is \$421,600. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$70,000.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

PROJECT #1 - DOOR REPAIRS AND REPLACEMENTS

Section 1: Directly Provide Services to Low Income, Underserved, or Marginalized

Lexington-Fayette County Residents:

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

The Nathaniel Mission operates out of three warehouses on Versailles Road that were built roughly 25 years ago. Over the course of an average day in our work, the doors to these warehouses are used several hundred times, leading to significant wear to their function. Additionally, three years ago, while attempting to bring unhoused neighbors into our main facility during an intense thunderstorm, the front doors were damaged by a violent gust of wind that wrenched the doors open beyond their normal swing radius. After these many years of service, four door systems - two main entrances, one secondary entrance, and one emergency exit - are in need of significant repair or replacement. In order to provide safe and accessible spaces for day-center services, clinics and health classes, children and youth development programming, food security and nutritional access, and many more resources and programs, our neighbors need to be able to enter our facilities with ease. These door systems frequently jam, leaving important entrances inaccessible and potentially making egress dangerous in an

emergency situation. Additionally, several of these door systems have damage leaving them vulnerable to break-ins such as poor latches, broken lock systems, and faulty panic bar systems. If our facilities do not have functional doors, our programs are compromised from the onset.

Therefore, The Nathaniel Mission requests funding for the repair of these four door systems to restore them to normal functionality. All four door systems require the expert adjustment to their framing to ensure proper function, including ease of swing and stable locking. Three of the door systems also require the replacement of crash bars and automatic closing mechanisms to restore their ability to be utilized in emergency egress. One emergency exit door has rusted beyond repair and therefore requires replacement. All of these necessary repairs and updates will make a marked difference in the ease of access of our participants, the security of our property outside of operating hours, and the overall safety of our facilities for all who utilize them.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase

in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise. The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility

of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

All capital improvement contractors that currently have bided the various projects are certified local professionals with recognized standing within the area of their work and a quantifiable track record of project completion and satisfaction from their clients. Should additional bids be procured after the grant proposal is accepted to ensure further fiscal responsibility, those additional contractors would be held to the same standards of observable success and responsibility.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of door renovations and repairs, and the contractor whose bid is included in this proposal has indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on door renovations and repairs will proceed in November of 2025, should the grant request be awarded, and will be completed within two work weeks. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for door replacements and repairs total \$17,225.00. This number reflects the current low bid from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are repairs to two main entrance door systems, repairs to a secondary entrance system, and the replacement of an emergency exit door. As the attached bid demonstrates, all included labor and materials for these four door systems will dramatically increase the safety and security of our building entrances and those who utilize them. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Suite 100/150: Provide and install 1 new 3/0-7/0 steel door without window glass Provide and install 2 new door closers Provide and install 2 new emergency exit devices Provide and install 3 new door hinges with screws Provide labor to sand one door frame Provide labor and materials to spray metal primer on door frame Provide labor and materials to mechanically fasten door threshold to concrete Provide labor and materials to patch bottom of door frame Provide labor and materials to apply sealant to exterior of door frame and building Provide labor to adjust door latch Provide labor to adjust door frame and fasten to structure Demo to interior to building will be replaced	
Suite 300: Provide labor to adjust door latch	
Suite 400: Provide and install 1 new door closer Provide and install 1 new emergency exit device Provide and install 3 new door hinges with screws Provide labor to repair bent hinge pocket	

Provide labor to repair hole in jamb	
Base Bid:	\$17,225.00

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	\$180,000.00	
Grants	\$160,000.00	
Rent	\$206,931.53	
Interest	\$500.00	
TOTAL		\$547,431.53
EXPENSES		
Mortgage & Utilities	\$189,601.50	
Administration	\$59,534.48	
Poverty Intervention & Prevention	\$81,518.64	
Health and Wellness Initiatives	\$80,033.28	
Children/Youth Development Programs	\$77,359.92	
Operations	\$43,050.00	
TOTAL		\$531,097.82
NET PROFIT		\$16,333.71

PROJECT #2 - PROPERTY DETERRENCE EFFORTS (FENCING/LIGHTING)

Section 1: Directly Provide Services to Low Income, Underserved, or Marginalized

Lexington-Fayette County Residents:

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

While The Nathaniel Mission's primary target population includes individuals experiencing homelessness and critical poverty, serving such populations comes with certain challenges including keeping a well maintained and neighborly property. The Nathaniel Mission owns and operates out of a seven-warehouse complex on Versailles Road with a rectangular property line that includes various grassy areas, wooded perimeter, and a large, dry retention pond area, all of which are currently labeled by adequate signage as off-limits. While we provide basic necessities such as prepared meals and food pantry, clothing and personal hygiene items, case management and resourcing services, and more to our most vulnerable neighbors, we do not provide shelter or 24/7 property management. As a result, we frequently encounter many individuals utilizing the off-limits areas behind and around our warehouses for encampments, as temporary storage, and as hidden spaces for illicit or illegal activities.

These unsupervised spaces lead to a myriad of problems for The Nathaniel Mission, including the need to constantly monitor the grounds, remove trash and other items left by individuals in these areas, and provide for the repair and maintenance of warehouse walls, windows, doors, and systems such as HVAC units that are damaged or vandalized. These ongoing issues take valuable staff time away from the primary purpose of The Nathaniel Mission's aim as well as create visible issues for neighbors and local businesses who are displeased with the sight of such activities or encampments.

Therefore, in direct response to the advice given by the Offices of Housing Advocacy and Community Development, Homelessness Intervention and Prevention, and Code Enforcement, The Nathaniel Mission requests funding for the erecting of perimeter and inter-building fencing as well as increased exterior lighting to better secure these areas of our property that are labeled as off-limits. The fencing and lighting improvements to our property would act as more substantial deterrent measures to decrease the likelihood of encampments, illicit use, and other detrimental activities in areas to which our clients and neighbors should not have access. The new fencing would eliminate all channels to grassy areas on our property, both behind and in-between all warehouses as well as around the large retention pond and wooded area at the rear of our property. Additionally, fenced areas would make concretely clear those areas in which any individual should not be found loitering or trespassing, which would better support the efforts of our police officers to assist in enforcing both local laws and our own property use limits. Concurrently, the addition of exterior lighting in between and behind all warehouses would further ensure that these areas are less

likely to be used for encampments or illicit activities after dark. These deterrent efforts should have a direct impact on reducing activities on our campus that are both a detriment to our direct services and staff capacities as well as markedly improve the relationship between The Nathaniel Mission and nearby local businesses and neighborhoods. With fewer visible unsightly issues on The Nathaniel Mission property, our clients will be better served by staff that are focused on providing supportive resourcing and our neighbors will be more confident in their security and The Nathaniel Mission's place amongst their local environment as a constructive partner in addressing community development needs along the Versailles Road Corridor.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such

as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise. The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of fencing and lighting projects, and the contractors whose bids are included in this proposal have indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on fencing and lighting installation will proceed in November of 2025, should the grant request be awarded, and will be completed within four work weeks. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for property fencing and exterior lighting measures totals \$36,731.20. This number reflects the current low bids from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are both work associated with enclosing grassy and off-limits areas of the property with 8ft chain-link fencing as well as 11 individual wall-mounted exterior lights to illuminate all areas behind and in-between buildings. As the attached bid demonstrates, all included labor and materials for these deterrent measures will dramatically increase the safety and security of our entire property and limit access to

areas that would otherwise be used for illicit activity. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Fencing Installation: Material and Transportation - 8' Commercial Grade Chain Link Fence Construction - 8' Commercial Grade Chain Link 60"x8' Double Drive Gate (2) Permit Fee	\$13,755.00 \$12,600.00 \$1,990.00 \$175.00
Subtotal (after sales tax):	\$30,231.20
Lighting Installation: 9 Commercial Grade Exterior Light Packs 2 Commercial Grade Downcaster Light Packs Labor/Materials for Wiring and Set Up	\$6500.00
TOTAL BID:	\$36,731.20

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	\$180,000.00	
Grants	\$160,000.00	
Rent	\$206,931.53	
Interest	\$500.00	
TOTAL		\$547,431.53
EXPENSES		
Mortgage & Utilities	\$189,601.50	
Administration	\$59,534.48	
Poverty Intervention & Prevention	\$81,518.64	
Health and Wellness Initiatives	\$80,033.28	

Children/Youth Development Programs	\$77,359.92	
Operations	\$43,050.00	
<i>TOTAL</i>		\$531,097.82
NET PROFIT		\$16,333.71

PROJECT #3 - PARKING LOT REPAIRS

Section 1: Directly Provide Services to Low Income, Underserved, or Marginalized

Lexington-Fayette County Residents:

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

The Nathaniel Mission's warehouse complex includes a variety of parking areas utilized by its clients, partners, and volunteers. With over 20 years of use, many of the most frequently used driving lanes within our warehouse complex show significant signs of deterioration. The use of parking around our warehouse complex enables The Nathaniel Mission to provide numerous critical services to our neighbors, including: transportation and delivery of food for provided meals and pantry services; the reception of donated goods for personal wellbeing including clothing, hygiene products, household goods, weather-appropriate items such as winter weather gear; accessible spaces for handicapped individuals to participate in services, medical clinics, and case management; and the provision of necessary parking of community members who participate in the day shelter, especially in adverse weather conditions.

The Nathaniel Mission therefore requests funding for targeted updates of our paved spaces which are most critically in need of repairs. By addressing cracks,

disintegration, and other asphalt issues at this stage of disrepair, The Nathaniel Mission can both improve driving and walking conditions in these areas for more accessibility and safety as well as prevent the need for more dramatic and costly replacements of larger spaces in the near future. Those asphalted areas that are deemed in need of repair at this stage would be expertly milled, replaced, and patched to create seamless integration into existing paved spaces. These repairs would further ensure that The Nathaniel Mission can provide accessible and safe entry into our warehouse complex for all participants in our services.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise.

The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of asphalt repairs, and the contractor whose bid is included in this proposal has indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on asphalt repairs will proceed in November of 2025, should the grant request be awarded, and will be completed within one work week. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for parking lot asphalt repairs total \$12,230.00. This number reflects the current low bid from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are repairs to four significant sections of our parking lot, including an inclined corner turn for access to rear warehouses, two 100x2ft center asphalt strips along parking rows, and a large patch directly in front of our main warehouse facility. As the attached bid demonstrates, all included labor and materials for these four asphalted parking lot areas will dramatically increase the safety and accessibility of our warehouse complex for all

those who arrive. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Asphalt Removal (approx. 3,100 sq.ft.): Mill 3 designated areas - approx. 1.5-2" Haul off spoils Install tack oil for adhesive purposes	
Asphalt Repairs (approx. 3,100 sq.ft.): Install 2" overlay of Grade-1 Bituminous Asphalt Surface Mix Compact with Heavy Duty 4 ton vibratory compactor roller & 2 ton vibratory finish roller	
TOTAL BID:	\$12,230.00

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	\$180,000.00	
Grants	\$160,000.00	
Rent	\$206,931.53	
Interest	\$500.00	
TOTAL		\$547,431.53
EXPENSES		
Mortgage & Utilities	\$189,601.50	
Administration	\$59,534.48	
Poverty Intervention & Prevention	\$81,518.64	
Health and Wellness Initiatives	\$80,033.28	
Children/Youth Development Programs	\$77,359.92	
Operations	\$43,050.00	

<i>TOTAL</i>		\$531,097.82
NET PROFIT		\$16,333.71



Date: Friday, September 19, 2025

Estimate # E25107

Company: **Nathaniel Mission**
1109 Versailles Road, Suite 400
Lexington, KY

Attention: Meghan Talley

Reference: Building Security Improvements

Project: **Door Repairs**

J Hawk Construction LLC is pleased to provide you with a price on the above referenced project. Our price includes all Labor, Tools, Materials, Equipment, and Supervision to install this project per our scope of work as follows:

Scope of Work:

- 1) Quote based on integrity Architecture Plans and site visit 9/16/25
- 2) Provide all safety equipment to perform work as safely as possible

3) Suite 100:

- 4) Provide and install (1) new 3/0-7/0 steel door without window glass
- 5) Provide and install (1) new door closer
- 6) Provide and install (1) new emergency exit device
- 7) Provide and install (3) new door hinges with screws
- 8) Provide labor to sand door frame
- 9) Provide labor and materials to spray metal primer on door frame
- 10) Provide labor and materials to mechanically fasten door threshold to concrete
- 11) Provide labor and material to patch (bondo) bottom of door frame
- 12) Provide labor and materials to apply sealant to exterior of door frame and building
- 13) Paint excluded

14) Suite 150:

- 15) Provide and install (1) new door closer
- 16) Provide and install (1) new emergency exit device
- 17) Provide labor to adjust door latch

1176 Deer Haven Lane
Lexington, KY 40509



- 18) Provide labor to adjust door frame and fasten to structure as needed
- 19) Demo to interior of building will be replaced, painting by others

20) Suite 300:

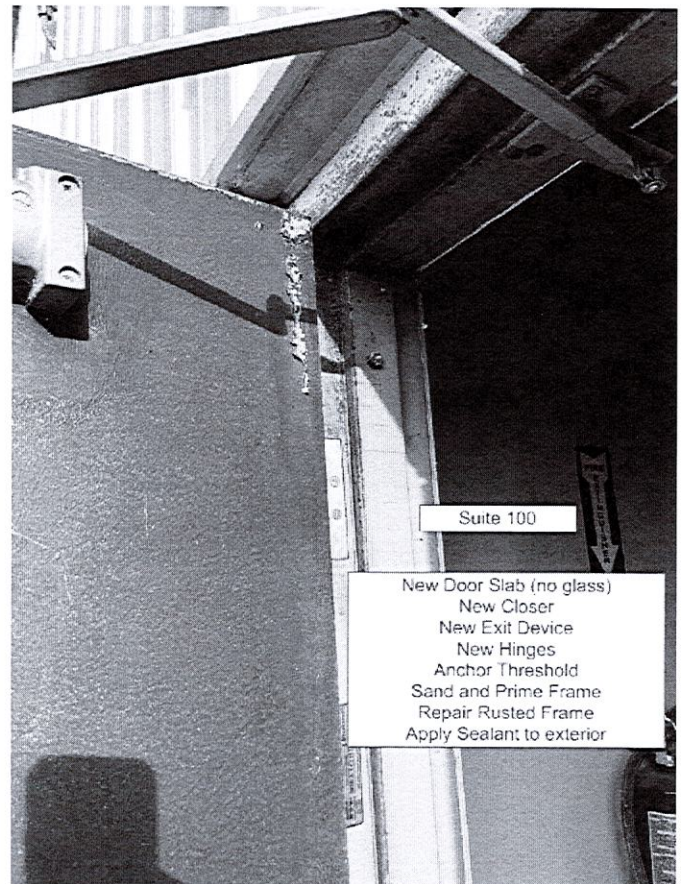
- 21) Provide labor to adjust door latch

22) Suite 400:

- 23) Provide and install (1) new door closer
- 24) Provide and install (1) new emergency exit device
- 25) Provide and install (3) new door hinges with screws
- 26) Provide labor to repair bent hinge pocket
- 27) Provide labor to repair hole in jamb
- 28) Paint excluded

Base Bid: \$17,225.00

Sincerely,
J Hawk Construction LLC
GENERAL TRADES DIVISION
Jay Hawkins
PRESIDENT

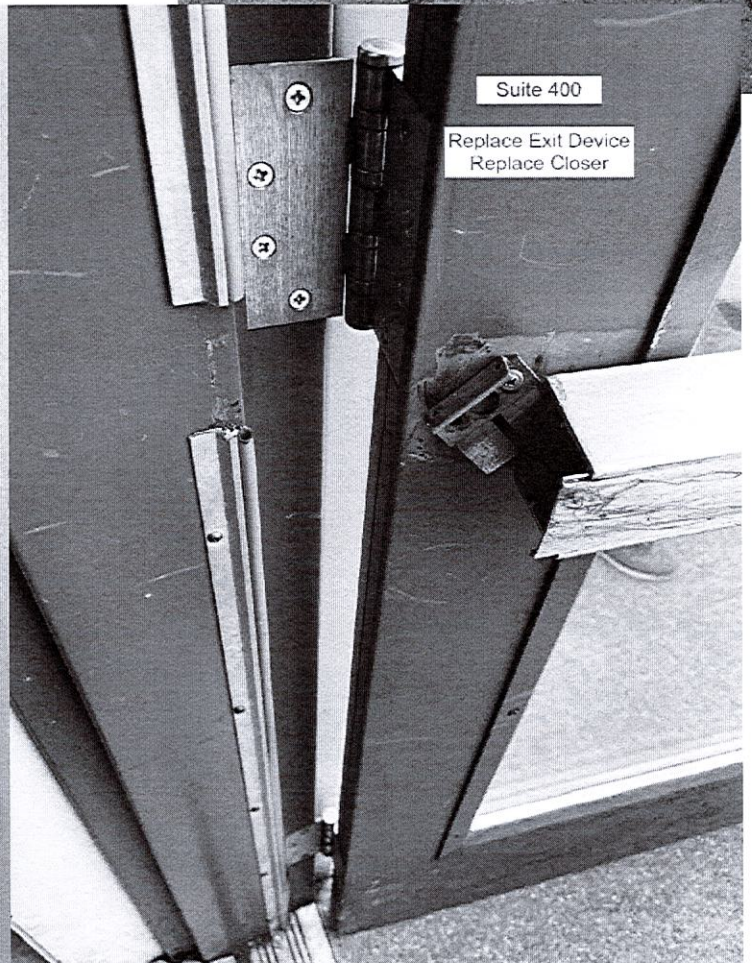
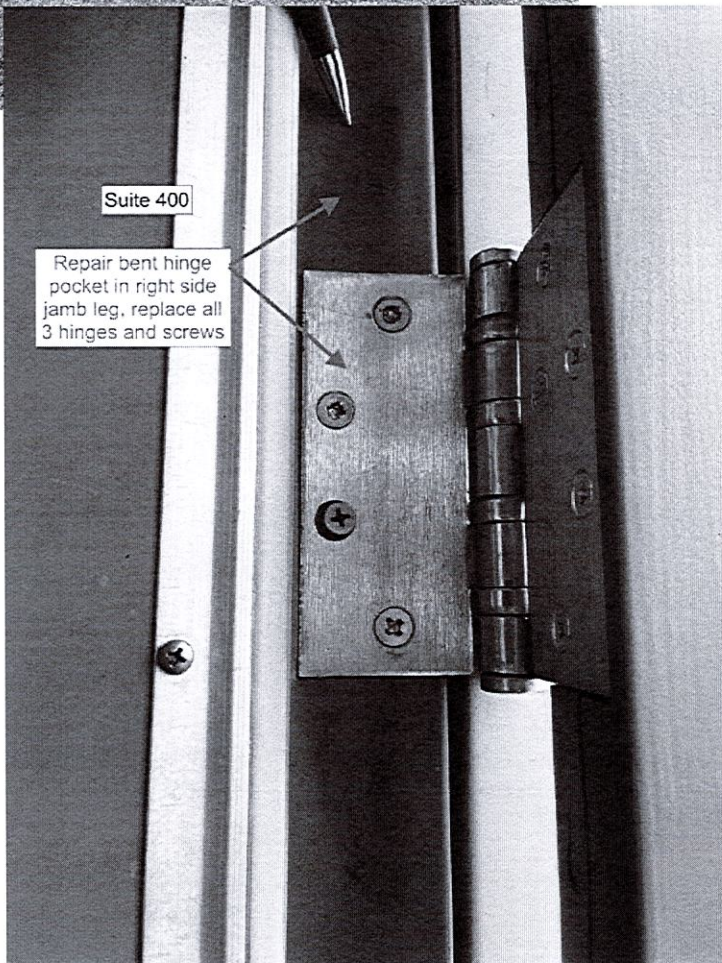


1176 Deer Haven Lane
Lexington, KY 40509



J. HAWK

CONSTRUCTION





Chafin Fence

312 Thompson Road | Lexington, Kentucky 40508
8595528763 | chafinfence@gmail.com | chafinfence.com

RECIPIENT:

The Nathaniel Mission
1109 Versailles Road
Lexington, Kentucky 40508

Quote #900

Sent on Sep 18, 2025

Total \$30,231.20

Phone: 8593822987

Product/Service	Description	Qty.	Unit Price	Total
Material & Transportation - 8' Commercial Grade Chain Link		525	\$26.20	\$13,755.00
Fence Construction - 8' Commercial Grade Chain Link		525	\$24.00	\$12,600.00
60" W x 8' H double drive gate - chain link	Fabrication, labor, and hardware included	2	\$995.00	\$1,990.00
Permit Fee		1	\$175.00	\$175.00

Subtotal	\$28,520.00
Sales Tax (6.0%)	\$1,711.20
Total	\$30,231.20

This quote is for the installation of brand new 8' commercial grade chain link fencing to deter unwanted visitors and consistent loitering.
- Two single gates measuring 60" in width

Driven Posts - iDrive System - LIFETIME Craftsmanship Guarantee

Please contact us with any questions you may have!

Thank you,

Chafin Fence

This quote is valid for the next 30 days, after which values may be subject to change.

C&R Asphalt, LLC
 415 Rebmann Lane
 Lexington, KY 40504
 (859) 255-0077 Office
 (859) 255-2570 Fax
 (859) 621-5941

www.asphaltanimals.com
larry@asphaltanimals.com



*Paving: Overlays & New site Construction
 *Excavation / Storm Drainage
 *Asphalt Sealcoating / Striping / Crackfill
 *Recycled Products: DGA/57's/ #2 rock/Millings
 Wirtgen Milling Machine
 *Infrared Patching / Cold Patch Bulk Sales
 Concrete / Concrete Retaining Wall Blocks
 *Member Better Business Bureau

Proposal Submitted To Nathaniel Misson		Contact Person Dan Baer		Work Phone 859-255-0062	
Street 1109 Versailles Rd. #400		Home Phone -		Mobile 859-382-2987	
City Lexington		State KY	Zip 40508	Fax -	
Project Name various asphalt repairs		Project Location:		C & R Contact: Larry Crosthwaite	Cell Phone (859) 621-5941
Email Address:		dbaer@nathanielmisson.com			
Terms: Net on Completion		Proposal Number LC-252125		Proposal Date 9/16/2025	Quotation Expires 1/0/1900
Footage	Description				Amount
ASPHALT REPAIRS Approx. Sq. ft. 3,100	Mill 3 desinated areas approx .15" - 2" Haul off spoils. Install tack oil for adhesive purposes. Install a 2" overlay of Grade-1 Bituminus Asphalt Surface Mix. Compact with Heavy Duty 4 ton vibratory breakdown/compaction roller & then a 2 ton vibratory finish roller.				
	TOTAL PAVING				\$12,230.00

All material is guaranteed for one year as specified, and the above work to be performed in accordance with the drawings and/or specifications submitted for above work and completed in a substantial workmanlike manner.

C & R Asphalt, LLC.

**C & R Authorized
Signature**

Larry Crosthwaite

ACCEPTANCE
OF
PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Legal fees and expenses incurred in the collection of monies owed according to this contract will be borne by the customer. A service charge of 2% per month or 24% per annum will be added to all balances over 30 days. Price is subject to any increases in material costs incurred by C & R Asphalt, LLC from proposal date of contract. Do to voids or settling under concrete sidewalks or aprons, C & R Asphalt, LLC is not responsible for damage to existing sidewalks; aprons or structures. Warranty is exclusive of issues caused by vegetation growth or weather related. Warranty will be void on new paving if sealcoated by another contractor. It is the customers' responsibility to call 811 to have any questionable underground utilities marked & for any/all needed permits/fees. Credit card payments will incur a 3% added fee.

Customer Signature _____

Date _____

Nathaniel Misson

1109 Versailles Rd.

Legend



The Nathaniel Mission

Recovery Cafe Lexi

Hope Springs Community Church

Google Earth

Rite-Way Auto Glass

1109

1109 Versailles Rd

<Z

100 ft