

**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 BLUEGRASS COUNCIL OF THE BLIND, INC., a Kentucky nonprofit corporation ("Organization"), with offices located at 2265 HARRODSBURG RD, SUITE 102, LEXINGTON, KENTUCKY 4050R.

**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 2265 HARRODSBURG RD, SUITE 102, 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 Thirty-Six Thousand, Three Hundred and Twenty Dollars (\$36,320.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	CAPITAL
1) Accessibility Project	1) \$24,335.00	1) FACILITIES IMPROVEMENT
2) Plumbing Project	2) \$11,985.00	2) FACILITIES IMPROVEMENT

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:**

Theresa Thomas  
Bluegrass Council Of The Blind, Inc.  
2265 Harrodsburg Rd, Suite 102  
Lexington, KY 40504

**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

BLUEGRASS COUNCIL OF THE BLIND, INC.

BY: \_\_\_\_\_  
THERESA THOMAS, 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

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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, THERESA THOMAS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is THERESA THOMAS and he/she is the individual submitting the proposal or is the authorized representative of BLUEGRASS COUNCIL OF THE BLIND, 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 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.

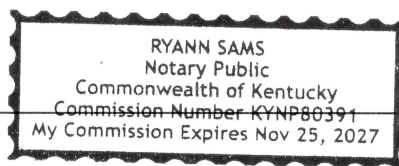
Theresa Thomas

STATE OF Kentucky

COUNTY OF Fayette

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

My Commission expires:



Ryann Sams  
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.

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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

BLUEGRASS COUNCIL OF THE BLIND  
Name of Business

Firm Submitting Proposal: BLUEGRASS COUNCIL OF THE BLIND, INC

Complete Address: 2265 HARRODSBURG Rd. #102, Lexington, KY  
Street City Zip 40504

Contact Name: THERESA THOMAS Title: EXECUTIVE DIRECTOR

Telephone Number: 859-259-1834 Fax Number: -

Email address: THERESA@BCBKY.ORG



## GENERAL PROVISIONS

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

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

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



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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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



Signature

10-7-25

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**

**Bluegrass Council of the Blind, Inc.**

**Accessibility Project**

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

BCB is proud to submit this proposal in alignment with the requirements of this opportunity. Located in the 40504-zip code, our office is positioned within reach of historically marginalized neighborhoods where the need for disability resources is greatest. Located on the Lex Tran route, the strategic location of our office is easily accessible to clients who rely on public transportation and allows us to remove critical barriers to access while focusing our efforts where they are most urgently needed. Our organization is in good standing with the Kentucky Secretary of State and is proud to hold the 2025 Candid Platinum Seal of Transparency, reflecting our steadfast commitment to accountability, integrity, and impact. We affirm that no funds will be used to promote or teach religion, and we agree to comply with all applicable local, state, and federal laws.

***About BCB:***

The mission of Bluegrass Council of the Blind (BCB) is to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.

The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Central Kentucky; services and devices provided by BCB are offered at no charge to the client. BCB primarily serves the 8,900 visually impaired adults in Lexington-Fayette Co., comprising 66% of our base; the remaining include caregivers, service providers in that area, and a smaller number of individuals with vision loss in surrounding counties, making



## **Bluegrass Council of the Blind – Accessibility Project**

100% of our efforts benefit people with vision impairment. BCB assists people with vision loss to live meaningful, vibrant, healthy lives as active community members. We continue working to reach the most underserved demographics and bridge the gap between resources and social equality for all. We are active in access and inclusion initiatives with the city of Lexington, offering feedback and advocating for those with disabilities regarding city-wide policy on transportation, housing, and public safety. We are active with the Statewide Health Improvement Plan to embed disability equity into the state's broader health access and equality agenda.

### ***About Our Clients:***

Our client population faces compounded barriers to health access and social equality due to their vision status, which often co-exists with other disabilities that further compound the barriers caused by age, race, income, ethnicity, and their geographical location. 100% of our services benefit those with a disability and more than 60% are in poverty. 75% of our client base is over the age of 55. We do not require these disclosures as a requirement for service: it is our belief that these statistics would be considerably higher if all clients reported all categories of their data.

Vision loss is not just a medical condition, it is a catalyst for compounding social, emotional, and economic challenges. The CDC identifies significant risks linked to vision impairment, including higher rates of depression, falls, cognitive decline, and even premature death. The inability to drive, read, manage finances, or safely navigate new environments strips individuals of their independence and too often results in isolation and withdrawal from community life.

The economic burden is equally stark. The National Federation of the Blind reports that over 70% of people with vision impairment are unemployed, with many living in persistent poverty. This lack of economic opportunity, combined with diminished quality of life, underscores the urgent need for accessible services, community supports, and pathways to independence.

***About Our Programs: Peer Support***

Our Peer Support program provides a lifeline for those navigating the challenges of vision loss by offering mentoring, emotional support, and regular gatherings that foster connection and resilience. These opportunities not only help participants cope with the emotional impact of vision impairment but also equip them with tools and strategies to overcome the socioeconomic barriers that so often accompany it. Time and again, clients report improved confidence, stronger problem-solving skills, and a renewed sense of hope as they share techniques, exchange ideas, and connect with others who truly understand their experience. Importantly, the program extends beyond individuals with vision loss to include their families, caregivers, educators, and healthcare professionals, creating a network of support that strengthens both individuals and the community as a whole. Core offerings of our Peer Support program include:

***Lunch and Learn Meetings*** combine a shared meal with structured programs that address critical topics related to independent living, health and wellness, community engagement, and self-sufficiency for people with vision loss. These sessions reduce isolation by bringing people together in a welcoming environment where learning is paired with social connection. Recent presentations have included mental health, Medicare updates, transportation options, music therapy, and the role of physical

strength in orientation and mobility: all topics that directly impact daily living and long-term well-being for our clients. By blending practical information with peer interaction, Lunch and Learn meetings empower participants with knowledge while also strengthening their sense of belonging in a supportive community.

**Community Outings** are designed to build independence by strengthening travel and mobility skills, boosting confidence, and encouraging active participation in community life. These experiences reduce isolation and lessen reliance on family members or caregivers, while also offering meaningful opportunities for social engagement. Outings have included visits to parks, restaurants, local organizations, and cooking classes, each carefully chosen to reinforce real-world skills and promote independence. At the same time, these outings create a broader ripple effect by educating businesses and community partners on accessibility and inclusion, giving them firsthand experience in welcoming and serving people who are visually impaired. This dual impact not only empowers participants but also advances community-wide understanding and acceptance of vision loss.

**Peer Mentoring Groups** provide vital support for individuals navigating the challenges of vision loss by connecting them with others who have firsthand experience. These twice-monthly meetings create a safe and encouraging space for participants to share personal struggles, gain practical advice, and build resilience through the insight of peers who understand their journey. Recognizing that vision loss impacts not only the individual but influences the way they experience the world around them, BCB also offers a quarterly Communication and Relationship Building Workshop that includes those with low or no vision and community members to learn how to more respectfully

offer and/or receive assistance, and dive into the questions from both sides that are often considered taboo. Together, these groups foster stronger networks of support, helping both individuals with vision loss, their families, and community professionals to adapt, grow, and thrive.

***Food Distribution*** Our partnership with The Lexington Mobile Market and God’s Pantry addresses multiple barriers to food access for people with vision loss, offering a “hand-up” that promotes accessibility, autonomy, community, and dignity. Launched in July 2024, this program has already transformed the food security of our clients. Participants receive a monthly stipend from BCB, along with the support of trained volunteers who serve as personal navigators, helping clients locate items, describe ingredients, read prices and portion sizes, and make informed choices that fit within their budget. This personalized support allows individuals to make healthier and educated choices while maintaining full autonomy in their shopping experience, a critical factor in preserving dignity and independence.

Clients consistently share that the combination of autonomy, supplemental groceries, and one-on-one support has made a lasting impact on their monthly food security. Many also use their SNAP EBT or personal funds alongside their stipend, further stretching their resources and tailoring purchases to their families’ needs. Demand has grown rapidly: attendance has increased by more than 58% since the program began, prompting us to expand the service to schedule clients between two shopping days per month. This intentional adjustment reduces stress, ensures adequate volunteer support, and allows participants to fully benefit from the program.

The results are clear: clients report greater confidence in managing their food budgets,

reduced stress around meal preparation, improved nutrition, and a stronger sense of independence. Homebound individuals in Fayette County also benefit, with BCB delivering food distribution items directly to their doors, ensuring no one is left behind.

***The Mobile Market*** has quickly become one of BCB's most valued services, not only strengthening food security but also reducing isolation and increasing participation in community life. Through this partnership, God's Pantry can stretch its resources further into the community, multiplying the impact of every dollar invested. The outcome is a sustainable, dignity-centered model that supports independence, strengthens health, and improves quality of life for people who are blind or visually impaired.

***About Our Programs: Assistive Technology & Training Program***

BCB's Assistive Technology & Training (ATT) Program equips people with low or no vision to live independently, safely, and confidently. Through individualized coaching and group workshops, our expert ATT staff provide hands-on training, device demonstrations, lending and distribution of assistive tools, and practical strategies that help clients manage daily tasks, maintain their health, and care for themselves and their families.

What makes this program truly distinctive is that 83% of our staff and 80% of our board are blind or visually impaired. Clients learn from professionals who not only have technical expertise but also lived experience: people who have navigated the same challenges and found solutions. This peer-driven approach builds trust, breaks down barriers, and inspires clients to achieve greater independence through education, encouragement, and shared success.

Our ATT program distributes devices and provides services at no cost to our clients.

Examples of assistive technology items regularly distributed include:

- ***Talking health monitors***: enable clients to independently track and manage personal health conditions for increased independence and safety at home.
- ***Smart digital assistants*** (e.g., Amazon Echo): empower individuals to use voice commands to check the weather, read books aloud, stay in contact with family and friends, follow recipes for safe cooking, and more.
- ***Accessible communication devices*** (Android tablets, iPad minis, etc.) providing tools to access printed materials, identify currency, and scan product barcodes for everyday independence.
- ***Low-tech essentials***: practical, affordable tools such as 20/20 pens (bold, non-bleeding lines), handheld magnifiers, bump dots for tactile appliance navigation, large-print calendars for managing appointments, and adaptive kitchen safety items like high-contrast cutting boards and talking food thermometers.

Together, these tools transform everyday life for people with vision loss supporting them in monitoring their health with talking devices, preparing meals safely with adaptive kitchen tools, managing finances and daily tasks with accessible communication technology, and maintaining meaningful connections through digital assistants and low-tech solutions alike. Each device, whether high-tech or simple, plays a vital role in preserving independence and dignity, but the need is great.

***Conclusion:***

The number of adults in Lexington-Fayette County affected by vision loss is rising rapidly, creating an urgent need for resources that promote independence, safety, and

quality of life. Without access to support, many residents face preventable isolation, unsafe living conditions, and barriers to managing their health, mobility, and daily activities. BCB is the only local source collectively providing these essential services and adaptive devices at no cost, making our organization a true lifeline for individuals navigating the challenges of vision impairment. By offering peer support, technology training, and practical resources, BCB ensures that residents of Lexington - Fayette County can remain active, connected, and independent members of their community.

## **SECTION 2: Demonstrated Need**

***Doors to Independence:*** The cornerstone of our capital accessibility project is the installation of handicap-accessible door openers at both the entrance and exits of the main entrance of our building and the entry to our primary office. This project directly strengthens our capacity to fulfill our mission of increasing independence, security, and quality of life for Kentuckians affected by vision loss.

Beyond vision impairment, our clients often face additional disabilities, especially related to mobility, with more than 75% over the age of 55. For these individuals, something as simple as opening a door can create a profound barrier. Currently, the door to our main office is remarkably heavy, often requiring assistance to open. This dependency directly undermines the independence and dignity we strive to promote. Accessible doors are not a luxury: they are essential for allowing our clients to enter and exit our space freely, safely, and confidently.

From a compliance standpoint, the addition of accessible doors will bring our facility up to current building codes and ADA accessibility standards. This upgrade not only ensures we are meeting legal requirements but also demonstrates our commitment to

modeling inclusion and equity in practice. With accessible doors, clients will no longer need to wait for assistance or feel dependent on others simply to enter or exit our building. This independence sets the tone for the services they receive inside (technology training, peer support, and advocacy) all centered on helping them live meaningful, self-sufficient lives.

### ***Restoring Contrast and Restoring Confidence:***

For individuals with vision impairment, independence often depends on subtle environmental cues that many sighted people take for granted. One of the most effective accessibility strategies is the use of high-contrast design, which allows those with low vision to better distinguish objects, doorways, and pathways. At the Bluegrass Council of the Blind (BCB), we have intentionally designed our office and meeting spaces with accessibility in mind, installing black carpet against white furniture and white walls with dark trim. These contrasts create clear visual boundaries that make it easier for clients to safely and independently navigate our spaces.

However, when paint, drywall, or baseboards are damaged or missing, these essential contrast lines are interrupted. For our clients who rely on contrast to orient themselves, even small inconsistencies can cause disorientation, confusion, or increased risk of falls. Repairing and maintaining these finishes is not merely a matter of aesthetics, but rather a critical accessibility measure that ensures clients can move confidently and securely through our facility.

By restoring and maintaining consistent high-contrast features, we reinforce the dignity and autonomy of every individual we serve. These improvements extend beyond physical safety; they communicate respect and intentionality, showing our clients that



our environment is designed with their needs at the center. In this way, each repaired baseboard, each freshly painted line, becomes more than a visual aid, it becomes part of the foundation for independence, security, and inclusion that defines our mission.

***Removing Barriers with Directory Access:***

Clear, accessible signage is a vital accessibility feature for individuals with vision loss and those who assist them. Many people with vision impairment use smart technology for wayfinding, which includes reading signs. Adding the Bluegrass Council of the Blind to the building directory at the elevator ensures that our clients, visitors, and partners can independently locate our office and community room without additional confusion. For people with low vision, unfamiliar environments can present unnecessary stress and disorientation. Having BCB clearly listed in the central building directory affirms both wayfinding and independence from the moment a client enters the building.

From a practical standpoint, the addition of directory signage is a modest investment with a meaningful impact. It supports safety, efficiency, and professionalism while reinforcing our commitment to full accessibility. For our clients, this improvement means confidence and autonomy. For our organization, it ensures that our facility is aligned with our mission, modeling the standards of accessibility we advocate for.

***Practical improvements for Inclusive Spaces:***

The installation of a custom sliding barn door partition in our community meeting room will provide a critical improvement to the functionality of our space. This barrier is designed to reduce noise from the entry area, allowing clients to hear speakers and engage in discussions without distraction from check-ins or hallway conversations. For individuals with vision loss, hearing is often the primary way to process and absorb

information; reducing background noise is essential to ensuring full participation. By enhancing the acoustics of our community room, we create an environment where learning, support, and peer connection can thrive.

Equally important is the renovation of our main office closet. This space, formerly a poorly finished restroom, has long been inadequate for safe and efficient storage. The addition of sturdy built-in shelving will transform the closet into a practical, organized area for housing our technology, essential supplies, and outreach materials. This upgrade is about safeguarding the tools and resources that enable us to serve more than 8,900 Lexington/Fayette County residents with vision loss. The finish will feature a smooth, light-colored paint, creating contrast that makes cords, equipment, and devices more visible and manageable for our staff, 83% of whom are blind or visually impaired. This thoughtful design will reduce the likelihood of dropping or damaging equipment, while also ensuring that employees can independently access and manage the tools they need to perform their work.

Together, these improvements reflect our intentional approach to accessibility in every detail. They strengthen our capacity to deliver services, reinforce independence for clients and staff alike, and ensure that our facility is as functional and inclusive as the mission we serve.

### ***Conclusion***

These capital improvements represent far more than facility upgrades. Each element directly advances our mission to increase independence, security, and quality of life for clients affected by vision loss. By removing barriers at the door, improving navigation through contrast and signage, reducing auditory distractions, and ensuring safe,

## **Bluegrass Council of the Blind – Accessibility Project**

organized storage of critical technology and resources, we are building an environment that reflects the same values we strive to instill in our clients: independence, dignity, and full participation.

All aspects of this project are designed to meet or exceed required local codes, health, and safety standards. Where the current facility falls short, these improvements will remedy any code infractions or notices, ensuring that our building is both fully compliant and fully accessible.

The current limitations of our facility compromise our ability to embody the independence and safety we encourage in those we serve. This project remedies those gaps, ensuring that our building itself models accessibility and inclusion at every level. These improvements will empower our clients to enter, learn, and connect without barriers, while also supporting our staff as they deliver the peer support, technology, training, and advocacy that define our work. In summary, this project ensures that our physical space matches our mission: a place where people with vision loss can not only receive services but also experience the independence, security, and quality of life that the Bluegrass Council of the Blind exists to promote.

### **SECTION 3: Applicant Capacity for Project**

The Bluegrass Council of the Blind (BCB) has a proven record of managing capital projects and compliance-driven programs with excellence. We have successfully executed a previous capital grant (2022) and multiple ESR grants (2015-present) through LFUCG, all of which were implemented on time, within budget, and in full compliance with reporting requirements. Our strong performance history is reflected not only in the careful management of grant funds, but also in the measurable outcomes

these investments generate for our clients and organization. The grants we have received have produced a high return on investment, enabling individuals with vision loss to live more securely, participate more fully in community life, and reduce reliance on costly emergency or long-term care services. The dual impact of sound financial stewardship paired with transformative client outcomes underscores BCB's capacity to carry out this capital project with the same integrity and effectiveness.

BCB's fiscal capacity and organizational infrastructure are fully equipped to support this project under the outlined reimbursement model. The agency maintains rigorous financial oversight through an experienced finance team, active board-level fiscal review, and independent annual audits. Our data management system ensures that all grant-required data are captured accurately and reported promptly, giving funders confidence in both accountability and impact.

Equally important, BCB staff bring extensive experience in grant management, compliance, and program implementation:

Executive Director Theresa Thomas has more than 13 years of experience managing grants for BCB, during which she has grown the organization's operating budget from \$69,000 in 2012 to more than \$300,000 projected for the 2026 fiscal year. This growth is a direct reflection of her meticulous attention to financial detail, her ability to cultivate strong relationships with Grantmakers and community partners, and her commitment to fiscal responsibility. Under her leadership, BCB has consistently secured competitive funding, maintained compliance with grant requirements, and built the financial stability necessary to support long-term programming. Theresa's stewardship has positioned BCB as a trusted partner with a reputation for transparency, accountability, and effective

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use of resources. Her leadership ensures that every dollar invested in BCB is maximized to deliver measurable impact for Fayette County residents affected by vision loss.

Deputy Director Jackie Johnson brings extensive experience in project management, grant writing and managing compliance for multi-million-dollar federal grants, state Medicaid contracts, and local funding partnerships. Through her previous employer, she successfully developed and implemented comprehensive data collection and reporting systems tailored to meet each contract's complex requirements, ensuring accurate monthly, quarterly, and annual submissions. In addition, she led state and federal audits that verified the team's efforts with full compliance, safeguarding continued funding for critical programs. There were zero audit findings and zero complaints against the organization in her tenure. Since joining BCB in April 2024, Jackie has applied this expertise to strengthen the organization's grant data and reporting processes, resulting in greater efficiency, accuracy, and performance. Her skill in aligning reporting with compliance standards ensures that BCB remains a reliable steward for public and private funding while maximizing its impact for the community.

This expertise, combined with our strong infrastructure and proven track record, ensures that this project will be delivered with the same precision and accountability that has defined our past LFUCG partnerships. The staff at BCB has the availability, expertise, and enthusiasm to successfully execute this project.

### **SECTION 4: Operational Feasibility**

#### **Project Timeline**

## Bluegrass Council of the Blind – Accessibility Project

Bluegrass Council of the Blind (BCB) understands that all funds from this grant need to be expended by April 30, 2027. BCB has established a realistic and achievable timeline to ensure the successful completion of all building improvements well before the April 30, 2027, expenditure deadline. Upon notice of award, we will immediately engage our landlord and licensed contractors to finalize bids and establish work schedules.

Milestones will include:

- ***Initial Phase (0–3 months post-award):*** Secure contractors and scheduling for each component of the project, to align with availability and schedule of affected areas to minimize client impact.
- ***Midpoint Phase (4–12 months):*** Begin staged implementation of high-impact improvements such as ADA door openers and directory signage. These items will be prioritized to quickly improve accessibility while longer-lead projects (e.g., barn door partition and shelving) move into fabrication.
- ***Final Phase (12–18 months):*** Completion of drywall and paint repair, installation of shelving, and finishing work to bring all spaces into full compliance with accessibility, safety, and building standards.
- ***Close-Out Phase (before April 2027):*** Conduct quality assurance, confirm all improvements meet code requirements, and provide expenditure and outcome documentation to LFUCG.

This milestone-driven approach ensures timely and efficient use of grant funds, minimizes disruption to client services, and guarantees full compliance and accountability.

**Project Team:** The BCB project team consists of two BCB employees, Theresa Thomas and Jackie Johnson, who will serve as the Project Manager.

No additional support or funding is anticipated as part of this project.

BCB's current lease agreement (attachment) runs through March 31, 2029 and outlines 3.5 years remaining in our tenancy (p.2). Under the terms of the agreement, all leasehold upkeep improvements are made at the sole cost and expense of the tenant (p.5, 6-7). Additionally, all maintenance and repair of the interior space are the responsibility of BCB, including plumbing fixtures, lighting, plate glass, doors, walls, ceilings, floors, door locks, and all other improvements. This agreement ensures that investments made through this project are truly necessary, fully aligned with our lease obligations, and directly benefit the long-term usability, safety, and accessibility of our space.

The improvements included in this project will make the space more functional, safe, and accessible for our clients and staff, positioning BCB to continue operations in this location well beyond the current lease term. By investing in these upgrades, we are extending the usability of our facilities and avoiding the significant financial and logistical burden of relocating to allow more of our resources to remain focused on providing services.

## **SECTION 5: Cost Analysis and Attachments**

### **Budget Narrative** (*Cost proposal is attached*)

#### ***Handicapped-Accessible Doors - \$17050***

- BCB Main Office Door: Buttons on inside and outside, with all necessary electric, set at 42" high for ADA compliance

## **Bluegrass Council of the Blind – Accessibility Project**

- Building back door: Buttons inside and outside set at 42” high for ADA compliance, outdoor bollard to house exterior button to allow clearance for door to open, includes all electric and exterior door replacement

### ***Main Office Closet -Shelving \$2260***

Remove existing shelving/cabinet

Repaint to match

Install new cabinets made of solid wood that run from floor to ceiling (87” vertical space), with the 45 degree angle in the corner closed off to avoid drops.

- Shelf depth: 15”
- Left hand wall dimensions 72”-long
- Back wall 73.5” long
- Shelves spaced at 23” from floor, 18”, 18”, then 28” from ceiling
- All shelving to be painted to avoid rough edges

### ***Main Office Repairs – (Included in Paint and Drywall Expense- \$1250), Vinyl***

#### ***Baseboard Repair/replacement - \$200***

Outlet over kitchen microwave: replace up to code

Replace caulk in areas that have voids

Repair/Replace baseboards that are disconnected or missing

Re-paint/touch up doors and trim

Drywall and paint touch up as needed.

#### ***Directory Signs for Elevator Directory - \$350***

- Switzer to order and install from Sign-O-Rama to ensure consistency with existing



***Community Room Repairs – (Included in Paint and Drywall Expense- \$1250),***

Outlet above sink-attach properly/replace if needed

Repaint the wall that runs behind the sink to the door for consistency.

Bulkhead drywall installed to cover current void, exposing insulation and structural mechanics. Re-painted to match existing wall.

***Barn Door Partition- \$3225***

Add a sliding barn door between the entry and meeting rooms. (custom 48"x74" opening) Door mechanics to be on meeting room side; painted in the same wall color as sink wall. Wall paint touched up as needed.

**Project Budget**

<b>Item</b>	<b>Line Item Total</b>
Rear Door Replacement	\$5370
Electric Installation for ADA Doors/Electrical Repairs	\$2680
ADA Controls	\$9000
Paint/Drywall	\$1250
Vinyl Baseboard Replacement/Repair	\$200
Directory Signage	\$350
Sliding Barn Door/Built to Fit	\$3225
Built-in Shelving	\$2260
<b>Total Expenses</b>	<b>\$24335</b>

**Attachment: Accessibility Cost Proposal**

DATE: 9/19/2025

Make all checks payable to Switzer Management LLC

**Attachment: Organizational Budget**

Bluegrass Council of the Blind, Inc.  
Operating Budget FYE 2026

	<u>AT</u>	<u>PS</u>	<u>Total Programs</u>	<u>Total Organization</u>
Revenue				
Direct Public Support-Donations			income	\$ 53,000
Grants				217,100
Other Income Sources				<u>45,000</u>
Total Revenue				315,100
Expenditures				
Personnel Expense	\$ 84,202	\$ 70,733	\$ 154,935	208,336
Office Expense	13,396	26,443	39,839	44,188
Materials and Supplies	17,593	16,674	34,266	34,419
Fundraising Expense	-	-	-	2,300
Postage	25	25	50	1,875
Printing and Copying	125	125	250	2,250
Telephone and Computer System	4,625	4,625	9,249	11,077
Office Furniture and Equipment	153	154	306	457
Travel and Meetings	600	2,300	2,900	2,900
Other Expenses	1,075	1,383	2,458	5,796
Total Expenditures	\$121,794	\$ 122,460	\$ 244,254	<u>313,614</u>
Net Operating Revenue				<u>\$ 1,486</u>

**Attachment: Lease Agreement**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25<sup>th</sup> day of January, 2023, by and between SWITZER FAMILY LTD - 2265, whose address is 811 Corporate Drive, Lexington, Kentucky 40503 ("Landlord"), and Bluegrass Council of the Blind, Inc. whose address is 2265 Harrodsburg Road - Suite 102/103, Lexington, Ky 40504, ("Tenant");

WITNESSETH:

WHEREAS, Landlord owns an office building, located at 2265 Harrodsburg Road, Lexington, Fayette County, Kentucky ("Building");

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, space in the Building upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the rents herein reserved, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Demise of Premises.

(a) Landlord hereby lets, leases and demises to Tenant on the terms and conditions hereinafter set out approximately 3,120 rentable square feet on the first floor (Suites 102-103) of Building ("Demised Premises"). The Demised Premises are outlined in red on Exhibit "A", attached hereto and made a part hereof. Rental for the Demised Premises provided for in Paragraph 6 is based upon the aforesaid square footage contained therein plus a pro rata portion of the square footage contained in the Building's common areas.

(b) Tenant shall occupy and use the Demised Premises for professional offices and for no other use whatsoever. In occupying and using the Demised Premises for the aforesaid permitted use, Tenant shall not violate any applicable laws or regulations of any governmental authority.

2. Common Area Usage. Landlord grants Tenant, its customers, invitees, and licensees, together with and subject to the same right granted from time to time by Landlord to other tenants and occupants of the Building, the right as co-tenants to the reasonable use of all common and public areas of the Building as are designated as such and as may be modified by the Landlord from time to time. These areas shall include all common entrances to and exits from the Building, driveways, serviceways, crosswalks and sidewalks, hallways, stairways and common restroom facilities, except such of the foregoing as are designated for and restricted to the special uses and purposes by Landlord from time to time, which restrictions may not preclude or interfere with the purpose for which Tenant is using the Demised Premises.

3. Commencement and Length of Primary Term. The primary term of this Lease shall begin on the 1st day of April, 2023 ("Fixed Commencement Date") and shall end on the 31<sup>st</sup> day of March, 2029, unless sooner terminated pursuant to the terms hereof.

4. Lease Year Defined. The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months beginning on the Fixed Commencement Date. Each succeeding lease year shall commence upon the anniversary date of the first lease year.



5. Renewal Terms.

(a) Tenant shall have and is hereby granted, subject to the other terms and conditions of this Paragraph 5, one renewal term of three years.

(b) At the expiration of the primary term or any renewal term, as the case may be, if Tenant is not in default under the terms hereof, then this Lease shall automatically renew for the next applicable renewal term provided for in Paragraph 5a, unless Tenant gives Landlord written notice of Tenant's election not to renew, which renewal shall be upon the same terms and conditions except the rent shall be as provided in Paragraph 6b. If Tenant elects not to renew, the aforementioned written notice shall be given via certified mail, return receipt requested, not less than ninety (90) days prior to the expiration of the primary term or applicable renewal term.

6. Rental and Late Charges.

(a) Rental Primary Term. Tenant shall pay Landlord as rental for the Demised Premises the sum of \$43,200 for the first lease year of the primary term at the office of Landlord as may from time to time be designated by Landlord, in monthly installments of \$3,600 per month for the first three years and then each March a 2% increase per year starting on April 1, 2026 for the next three years (\$3,672 - \$3,745.44 - \$3,820.35, per month), in advance, on the first day of each and every calendar month during the primary term.

(b) Rental Renewal Term(s). The annual rental for each renewal term(s) shall be as provided for in Exhibit "B", attached

hereto and made a part hereof.

(c) Late Charges. If during the primary term or any renewal term(s), any monthly rental installment is unpaid after the tenth day of the month in which it is due, then at Landlord's option Tenant shall pay as additional rental a service charge of \$100.00 plus one and one half percent (1-1/2%) of said monthly rental installment. Notwithstanding any such service charge the rental provided for herein is due and payable on the first day of each and every calendar month during the primary term and any renewal term(s).

7. Tenant Services Provided by Landlord.

(a) During the primary term and any renewal term, Landlord agrees to provide or furnish the following Tenant services:

i. Janitorial and trash removal services for the common areas of the Building and grounds.

ii. Maintain the common areas of the Building, the grounds, the sidewalks adjoining the Building, and the parking lot in a reasonably good, neat, orderly, sanitary, and safe condition. Such maintenance shall specifically include, but not be limited to, the elevators, repairs to the heating and air-conditioning equipment, electrical and plumbing equipment of the common areas, painting, wallpapering and carpeting of the common areas, and repairs to the parking lot, including resealing and restripping.

iii. All necessary utilities, including, but not limited to, gas, electrical, water and sewage for the Building, including the Demised Premises.

iv. Pest control services to the Building, excluding

the Demised Premises, if necessary.

v. Building management services.

(b) Landlord shall have no responsibility or liability for failure to provide or furnish the aforesaid Tenant services if such failure is due to strikes, acts of God, war or insurrection, or any other reason beyond the reasonable control of Landlord. Landlord also reserves the right to temporarily suspend any of said Tenant services at any time when necessary by reason of accident or for repairs, alterations or improvements necessary in the reasonable judgment of the Landlord. Landlord shall act with due diligence to restore any Tenant service temporarily suspended as aforesaid.

8. Removal of Leasehold Improvements. All initial leasehold improvements, alterations or other leasehold improvements shall be the sole property of Landlord and shall not be removed by Tenant upon the termination of this Lease, except as may be otherwise provided in writing (refrigerator, microwave & microwave cart Tenant installs will leave with Tenant), signed by both Landlord and Tenant.

9. Alterations. Tenant will renovate Demised Premises and will provide a sketch showing the work to be performed. Any such approved alterations or leasehold improvements shall be made at the sole cost and expense of Tenant.

10. Liens. Tenant shall keep the Building and Demised Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant in connection with Tenant's construction of the initial leasehold improvements or

Tenant's making any other approved alterations or leasehold improvements in accordance with the terms and conditions of this Lease, or other obligations incident to Tenant's use or occupancy of the Demised Premises. If any such lien attaches and the same is not released by payment, bond or otherwise within twenty (20) days after Landlord notifies Tenant thereof, Landlord shall have the option and right to discharge the same, and Tenant shall reimburse Landlord promptly therefor. Nothing herein contained (a) shall be deemed to deny Tenant the right to contest the validity of any such lien, or (b) shall be construed as a consent by Landlord to Tenant to make any alteration, improvement, installation or addition so as to give rise to any right to any laborer or materialman to file any mechanic's lien or any notice thereof, or any other lien purporting to affect Landlord's property.

11. The Building. Tenant acknowledges that Tenant has examined the plans and/or the Demised Premises and accepts the Building, common areas and equipment on or in the Demised Premises as submitted.

12. Maintenance and Repair. Except as stated below it shall be the obligation of Tenant, at Tenant's expense, to make all repairs, replacements and maintenance to the interior of the Demised Premises, including, but not limited to, the heating and air conditioning controls (thermostats) equipment servicing the Demised Premises, plumbing fixtures, lighting (inclusive of bulb or tube replacement), plate glass, doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, and all

other improvements to the Demised Premises. Tenant not responsible for any replacement or repair costs associate with the HVAC equipment on the roof. Tenant has a maximum of \$1000 per calendar year toward HVAC repairs (not false alarms. Tenant agrees to at all times keep the interior of the Demised Premises in a good state of repair and maintenance.

13. Care and Surrender of Demised Premises. Tenant shall not commit any waste or engage in any act or practice in or about the Demised Premises which might cause injury or damage to any person or property, including the Demised Premises. Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises, without notice, in as good condition as at the commencement of this Lease, reasonable wear and tear and casualty beyond the control of Tenant being the exception.

14. Quiet Possession. Landlord covenants with Tenant to keep tenant in quiet possession of the Demised Premises during the term hereof and any renewal term, provided Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by Tenant.

15. Rules and Regulations. Tenant, its servants, employees, agents, visitors and licensees, shall faithfully observe and strictly comply with the "Building Rules and Regulations" set forth in Exhibit "C", attached hereto and made a part hereof. Tenant agrees to abide by any and all future reasonable rules and regulations governing the Building and the use of any of the common areas thereof, including use of the parking lot. Tenant further agrees to be liable and responsible for any damages or

abuse to said common area facilities by its employees, agents, customers, invitees, or licensees. All future rules and regulations adopted by Landlord shall be reasonable and shall not unreasonably affect the conduct of Tenant's business.

16. Signs. Tenant will not erect any signs on the Building, doors, windows, improvements, grounds or common areas without the prior written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion. Tenant agrees to pay for any lettering on signage provided and owned by Landlord.

17. Liability Insurance.

(a) Tenant agrees to indemnify, compensate and save and hold the Landlord harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Landlord. Tenant shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to Landlord with combined single limits of not less than \$1,000,000.00 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Demised Premises. Landlord shall be named as an additional insured on said policies (without charge) and a certified copy issued to the Landlord.

(b) Tenant shall also, at its sole cost and expense, carry casualty, vandalism and malicious mischief insurance upon the Demised Premises and fire and extended coverage on its personal property, in the full insurable amount.

18. Fire and Casualty Insurance.

(a) Landlord shall obtain and procure a policy of insurance insuring the Building (building only; no personal property of Tenant included), against the risks of fire and extended coverage from an insurance company to be selected by Landlord in an amount to be determined by Landlord.

(b) The fire and extended coverage insurance policy carried by Landlord shall contain an appropriate endorsement providing that the insurer issuing said policy shall waive any claim it may acquire against the Tenant and/or Landlord by subrogation or otherwise, for any amount or amounts said insurer will pay or be required to pay pursuant to said policy. Such policy shall also contain a rent loss endorsement as mentioned in Paragraph 21.

(c) It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Tenant shall be on the Tenant and Tenant shall purchase and maintain and pay for all property insurance coverage required and/or desired by Tenant. Tenant further expressly waives any and all claims against the Landlord for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

19. Taxes. Landlord will pay all real property taxes and assessments pertaining to the Building.

20. Destruction. If during the term of this Lease, the Demised Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, without the fault

of the Tenant, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Landlord; and the Landlord shall repair the Demised Premises and put them in a tenantable state within a period of six (6) months. If Landlord finds that Landlord is unable to make such repairs within the six-month period, both the Landlord and the Tenant shall have the option to terminate this Lease at the expiration of said six-month period. Should the Tenant not be able to occupy and utilize the Demised Premises during said period of repair, then the monthly rentals shall be abated until the Demised Premises are restored, with the Landlord to be compensated through a "rent loss" rider to the fire and extended coverage insurance carried by Landlord.

21. Condemnation.

(a) If the whole, or substantially the whole, of the Building or Demised Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings.

(b) In the event that less than the whole, or substantially the whole, of the Building or the Demised Premises is condemned or taken as set forth in Paragraph 22a, then this Lease shall remain in force and effect, provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises may be affected)



may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purchase by notifying Tenant in writing of such termination.

(c) Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rentals shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

(d) In such condemnation proceedings, Landlord shall be entitled to receive and retain entirely any award for damages for the land, Building and Demised Premises, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to assert in such condemnation proceedings a claim for an award representing the then value of the leasehold improvements made by Tenant at Tenant's expense.

## 22. Default.

(a) In the event (i) Tenant fails to pay when due any monthly installment of rent or any other payment provided herein, or (ii) Tenant fails to keep and perform any other covenant of this Lease and shall continue in default for a period of seven (7)

days after Landlord demands performance by giving written notice to Tenant of such default, or (iii) a voluntary or involuntary petition in bankruptcy is filed by Tenant or against Tenant, or (iv) Tenant shall make an assignment for the benefit of creditors, or (v) a receiver or trustee in bankruptcy shall be appointed in any suit or proceeding brought by or against Tenant, or (vi) the leasehold interest of Tenant shall be levied upon under any execution, then and in any of such events, Landlord, at Landlord's option may, in addition to any and all other remedies provided for herein or available at law or in equity, have the following remedies:

(1) Terminate this Lease with Tenant being obligated (a) to give up immediate possession of the Demised Premises, (b) pay all rentals due as of date of termination, (c) pay any and all other sums owed or due as of the termination date, (d) pay any and all other damages resulting from such default, including, without limitation, brokerage fees incurred upon reletting the Demised Premises and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new Tenant.

(2) May reenter the Demised Premises and retake possession thereof without terminating this Lease and relet the Demised Premises for the account of Tenant, with the Tenant being liable for (a) the deficiency, if any, between Tenant's rental and the rental received by Landlord on any reletting, (b) any brokerage fees and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new tenant, and (c) any and all other monies owed or damages resulting from such default. Tenant waives any claim Tenant may have to any rent obtained upon such reletting which may be in excess of the Rent required to be paid herein by Tenant.

(3) Perform such obligations (other than payment of Rent) on Tenant's behalf and charge the cost thereof to Tenant as additional Rent.

(4) The remedies provided for in subparagraph b of this paragraph 22.

(b) In addition to any statutory lien, but not in lieu thereof, Landlord shall have at all times a valid contractual lien and security interest for all rentals or other sums of money due or becoming due hereunder from Tenant upon all personal property of Tenant situated in the Demised Premises. Upon default by Tenant, Landlord may enter upon the Demised Premises and take possession of any and all personal property situated on the Demised Premises without liability for trespass or conversion and sell the same without notice of public or private sale, at which sale Landlord or his assignees may purchase such property.

(c) In the event of any act or omission by Landlord which would give the Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (a) Tenant has given Landlord written notice of such act or omission, (b) a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice without the Landlord having commenced and continued to remedy such act or omission.

(d) In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the internal substantive laws of the Commonwealth of Kentucky without regard to choice of law principles.

All parties to this Lease voluntarily and intentionally waive any right that they may have to a trial by jury in respect of any litigation arising from or connected with this Lease or any agreement made or contemplated to be made in connection with this Lease, or any course of dealing, course of conduct, statement or actions of any party in connection with this Lease. Furthermore, the parties agree that this section is a material inducement for Landlord to enter into this Lease. Nothing in this paragraph 22 shall be construed as a Waiver of any of the Landlord's rights in connection with any bankruptcy or insolvency proceeding. All remedies herein provided for are cumulative and one is not in lieu of another.

23. Removal of Tenant's Property. If tenant neglects or refuses to remove all personal property belonging to Tenant from the Demised Premises immediately upon the termination or expiration of this Lease, Landlord may, at Landlord's option, remove same or any part thereof and store such property so removed without liability to Landlord for the loss thereof. Tenant will pay Landlord for any and all expenses incurred in removing and storing said effects, or Landlord may, at Landlord's option and without notice to Tenant, sell said effects or any of them for such price as Landlord deems best, and apply the proceeds of such sale to the payment of any amounts due Landlord from Tenant under this Lease, including the cost of removing, storing or selling said effects.

24. Assignment and Subletting. Tenant shall not have the right to assign this Lease or sublease the Demised Premises in whole or

in part without first obtaining the written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion.

25. Priority of Lease.

(a) Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgages now or hereafter placed upon Landlord's interest in the Building or in the Demised Premises, and, accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the lien of any such mortgage as shall be required by any such mortgagee; provided, however, that any mortgagee shall agree that Tenant, performing Tenant's obligations hereunder, shall have quiet and peaceful possession of the Demised Premises pursuant to this Lease notwithstanding any default or breach of Landlord with reference to any such mortgage.

(b) In the event any person purchases or otherwise acquires any interest at any foreclosure sale and/or other proceedings under any such mortgage, that person shall continue this Lease in full force and effect in the same manner, and with like effect, as if such person had been named as Landlord, herein so long as Tenant is not in default under this lease, and Tenant hereby agrees to attorn to such person.

(c) Should Landlord, in connection with the mortgaging of the Demised Premises, execute a conditional assignment of rentals, Tenant shall execute an acceptance of such assignment, provided the assignment recognizes Tenant's rights hereunder.

(d) The term "mortgage" as used herein means any mortgage,

encumbrance, assignment, deed of trust or other transfer of the Demised Premises in whole or in part made as security for any indebtedness of Landlord; and the term "mortgagee" as used herein means any person to whom or for whose benefit any such mortgage of the Demised Premises has been made.

26. Estoppel Certificates. Tenant, from time to time at the request of Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been any modification to the Lease that the Lease is in full force and effect as modified and stating the nature of the modification or modifications); and (b) that to the best of Tenant's knowledge, Landlord is not in default under this Lease (or if any such default exists the specific nature thereof and any amounts paid in advance by Tenant). It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by (a) any prospective assignee, or any prospective purchaser of the Building, or (b) any mortgagee or lender (or prospective assignee of any mortgagee or lender) having as security the Building or any part thereof, or (c) any other third person having the right to rely on such statement.

27. Performance. Should Tenant fail to perform any covenant or condition required of Tenant, Landlord may perform same on behalf of Tenant, and if the performance thereof requires the expenditure of money, such expenditure by Landlord shall be considered as additional rent due and payable in the month following said expenditure by Landlord at the same time such month's rent is due

and payable.

28. Landlord's Right to Enter Upon Demised Premises. Landlord and/or Landlord's agents shall have the right to enter upon the Demised Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs and maintenance required of Landlord hereunder. Tenant also agrees to permit Landlord and/or Landlord's agents to show the Demised Premises for the purposes of renting same, and to permit Landlord to place notices or signs on the Demised Premises offering the Demised Premises for rent within the last 120 days of the end of the primary term or renewal term as the case may be.

29. Waiver of Subrogation. The parties release each other and their respective agents, employees, customers, invitees and licensees from any claims of whatsoever kind and nature for damage to any person or to the Demised Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Demised Premises that are caused by or result from a risk insured against under any insurance policies carried by the parties and in force at the time of any such damage.

30. Waiver. Failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option hereunder.

31. Parties Bound. The covenants, agreements, conditions and undertakings contained herein shall bind and inure to the benefit

of the respective successors and assigns of the parties hereto.

32. Captions. The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33. Number and Gender. All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause therein may require, the same as if such words had been fully and properly written in the number and gender.

34. Notices to Tenant. Any notice required to be given to Tenant under the terms of this Lease shall be mailed via registered or certified mail, return receipt requested, to

2265 HARROPSBURG RD SUITE 102, LEX, KY 40504

(Please fill in name & address), or to such other address as Tenant may furnish to Landlord in writing.

35. Notices to Landlord. All rental herein reserved to Landlord shall be paid to Landlord at, and any notice required to be given to Landlord under the terms of this Lease, including without limitation any written notice provided for in Paragraph 5b, shall be mailed via registered or certified mail, return receipt requested, to Ronald C. Switzer, 811 Corporate Drive, Lexington, Kentucky 40503, or to such other address as Landlord may furnish to Tenant in writing. Any notice that does not comply



with the provisions of this paragraph shall not be effective.

36. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, made prior to the execution of this Lease, shall alter or affect the covenants, agreements and undertakings herein set forth.

37. Holdover. If Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease ("Holdover Period"), then Tenant shall be deemed to be occupying the Demised Premises as a month-to-month Tenant upon the same terms and conditions contained in this Lease, except the amount of rent shall be as provided hereinbelow and the lease shall be terminable by either party on thirty (30) days notice to the other party. The rent for each month during the Holdover Period shall be 150% the amount of rent due for the last month immediately preceding the beginning of the Holdover Period.

Such increase in rental shall be deemed to be liquidated damages for tenant's occupancy during the Holdover Period and shall not be deemed a penalty.

38. Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

39. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction; and Landlord may accept

such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

40. No Partnership. Landlord does not in any way for any purposes become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or a member of a joint enterprise with Tenant.

41. Security Deposit. Upon the execution of this Lease, Tenant has paid Landlord a Security Deposit in the amount of \$3600 to be held to guarantee the faithful and timely performance by Tenant of all of Tenant's obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any amount which Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the Term (Primary Term or applicable renewal term as the case may be); provided, that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full. If the Building is transferred, Landlord

may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit. Under no circumstances shall the Security Deposit be interpreted as being part of the Rent.

42. Guaranty. Bluegrass Council of the Blind Inc will guarantee the Lease.

43. Fit-up. Tenant is taking the space as shown on exhibit A and the changes shown will be priced and paid by the Tenant. Landlord will pay to Tenant \$5,289 toward fitup to Bluegrass Council of the Blind, Inc.

44. Right of First Refusal. Tenant has the right of first refusal for space on the first floor. Tenant will have two days to decide if they want the space.

45. Tenant Use. Tenant can use microwaves in their training to clients but need to limit any food smells outside their unit. Tenant can hang pictures and plaques. Tenant can use a company name and suite number with braille for their suite. Tenant can have training classes in their suite.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

Mato Cook  
LANDLORD WITNESS (SIGN HERE)

[Signature]  
SWITZER FAMILY LTD. - 2265

TENANT:

Bluegrass Council of the Blind,  
Inc.

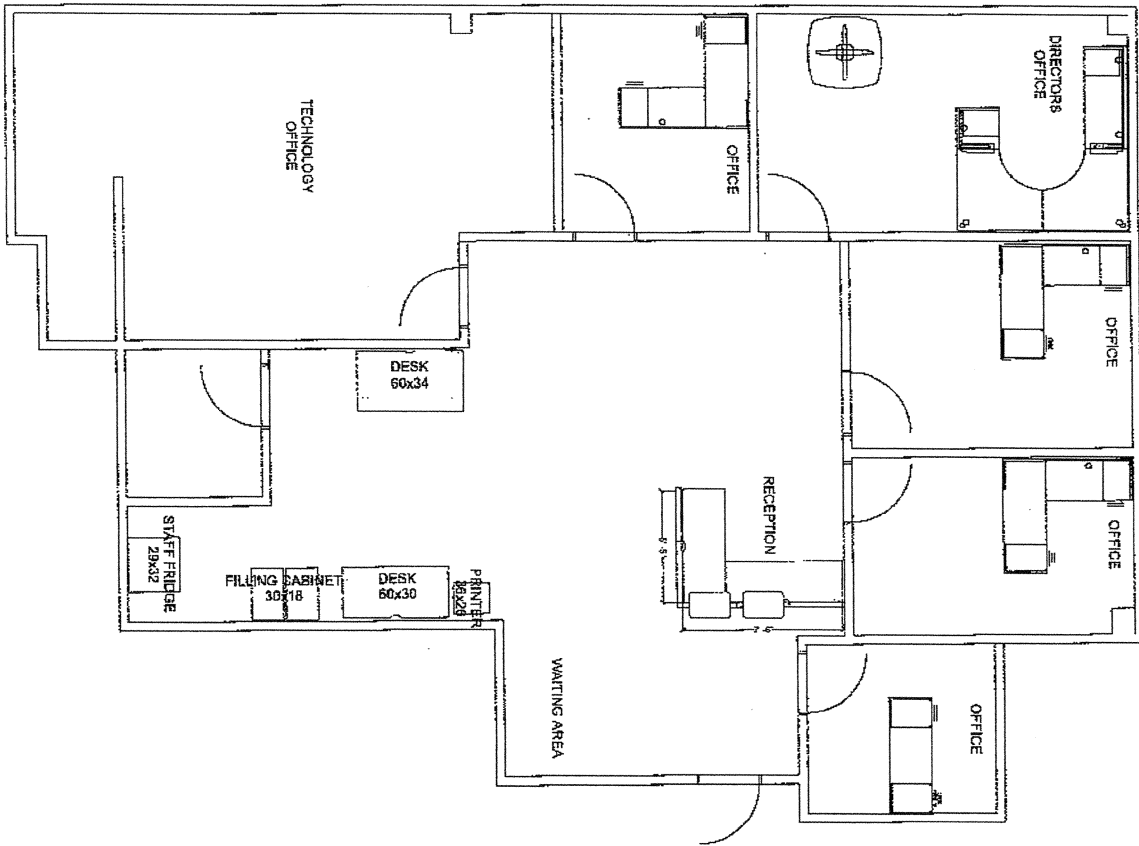
[Signature]  
Signature

[Signature]  
TENANT WITNESS (SIGN HERE)

Bess Hammer  
TENANT WITNESS (PRINT HERE)

# EXHIBIT A (1 of 2)

## BLUEGRASS COUNCIL OF THE BLIND SUITE 102 - PRELIMINARY OVERVIEW HARRODSBURG RD



Scale 3/8" = 1'

SCALE	See Drawing
CONSULTANT	E. ATTG
DESIGNER	ACB
SUPPLIER	ORICOD
ORDER #	
DATE	1/31/2023

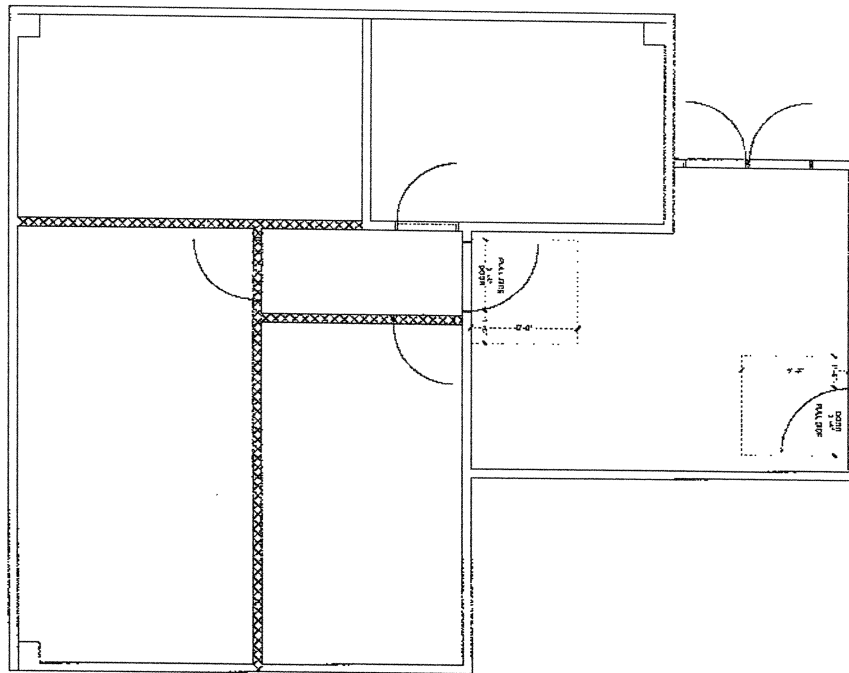
BLUEGRASS COUNCIL OF THE BLIND 2265 HARRODSBURG RD Lexington, Kentucky	
FLOOR PLAN	

REV	DESCRIPTION	DATE
1		1/31/2023
2		2/1/2023



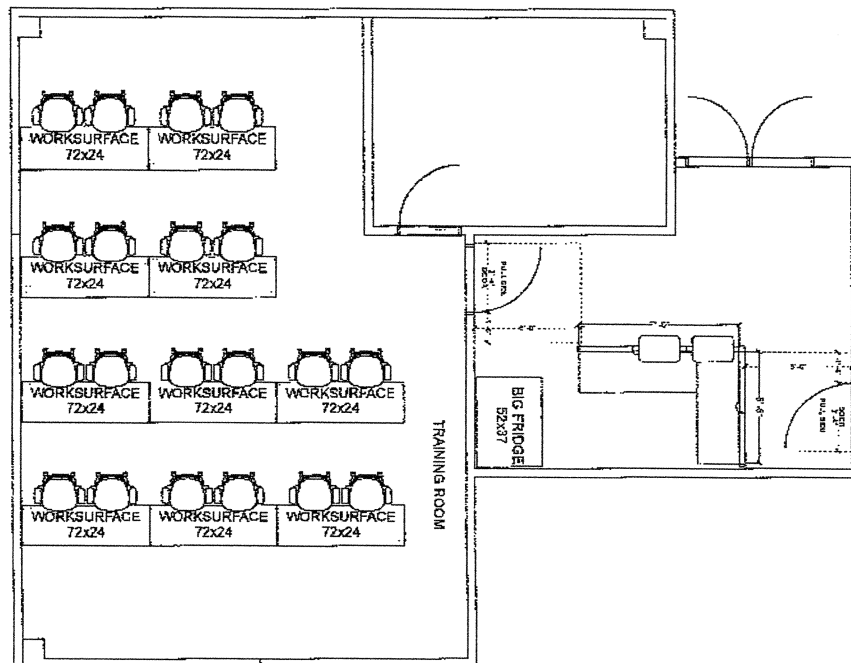
# EXHIBIT A (2 OF 2)

BLUEGRASS COUNCIL OF THE BLIND  
**SUITE 103 - PRELIMINARY OVERVIEW**  
 HARRODSBURG RD



Scale 3/8" = 1'

EXISTING WALLS  
 DEMOLISHED WALLS



Scale 3/8" = 1'

SCALE	See Drawing
DESIGNER	E. ATING
DESIGNER	ACS
CUSTOMER	ORICOD
ORDER #	
DATE	1/9/2023

BLUEGRASS COUNCIL OF THE BLIND 2265 HARRODSBURG RD Lexington, Kentucky
FLOOR PLAN

REVISIONS	DATE
1	1/9/2023
2	1/9/2023



EXHIBIT "B"

RENTAL RENEWAL TERM

The annual and monthly rentals for each year of the renewal term(s) are set forth below. During each year of such renewal term(s) the monthly rental shall be paid, in advance, on the first day of each and every calendar month during each of said years.

	<u>Annual Rental</u>	<u>Monthly Rental</u>
Year 1	\$46,761.12	\$3896.76
Year 2	\$47,696.28	\$3974.69
Year 3	\$48,650.28	\$4054.19

EXHIBIT "C"

RULES AND REGULATIONS

The following rules and regulations are prescribed by Landlord for the general safety, security, and benefit of all occupants of the Building. Landlord shall at all times have the right to control and operate the common areas and public portions of the Building in such manner as Landlord deems best.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. Equipment, furniture, or supplies to be delivered to the Demised Premises shall be delivered using elevators and passageways designated for such purpose by Landlord and only during hours and in a manner approved by Landlord.
2. No awnings, antenna or other projections shall be permitted on the outside of the Building and no curtains, blinds, shades, screens or lights shall be attached to or hung in, or used in connection with any window or door of the Demised Premises, without the prior written approval of the Landlord.
3. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall invite to the Demised Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants. Tenant shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits; they shall use them only as ingress to and egress from their work areas.
4. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the windows, corridors, corridor walls or vestibules without the prior written consent of the Landlord.
5. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent same.
6. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than



that of the business address of the Tenant.

7. Tenant shall not attach or permit to be attach additional locks or similar devices to any door, transom or window of the Demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant.) Tenant, on termination of Tenant's tenancy, shall deliver to Landlord the keys of offices, rooms and toilet rooms that were furnished to Tenant or that Tenant has made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.
8. Tenant shall not mark, paint, drill into or in any way deface any part of the Demised Premises or the Building including, but not limited to, any walls, partitions, doors or windows. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.
9. Tenant shall not permit any unusual or objectionable odors or gases to be produced upon or permeate from the Demised Premises.
10. Tenant shall not make, nor permit Tenant's employees, agents or invitees to make any unseemly or disturbing noises or vibrations, nor disturb nor interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instruments, recording device, radio, equipment or in any other way.
11. Tenant agrees that Tenant shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sex, creed or national origin in the use and occupancy or in any subleasing or subletting in the Demised Premises.
12. Freight, furniture or bulky matter of any description shall be delivered or removed only during the hours which Landlord may determine from time to time. The Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations of the Lease.
13. Landlord shall have the right to prohibit any advertising by an tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not, in Tenant's advertising or

other publicity, without prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.


14. Tenant shall not carry on or permit to be carried upon said Demised Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries or any business that is prohibited by law.
15. Landlord shall provide Tenant with directory information strips identifying Tenant in the Building directory located on the ground floor of the Building.
16. Tenant and Tenant's authorized representatives or invitees shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Building, except in receptacles placed in it for that purpose.
17. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.), shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the Tenant (or Tenant's authorized representative or invitee) that has caused it.
18. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays and legal holidays, and on other days, between the hours of 6 p.m. and 7 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of Landlord's tenants. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises and the entry doors of the Building are closed and securely locked upon leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or Tenant's authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage.
19. Landlord agrees that these rules and regulations shall be enforced against all tenants in a nondiscriminatory manner. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the Demised Premises.
20. Utilities, heat and air-conditioning of the Building and Demised Premises shall be provided subject to the following limitations and those provided elsewhere in this Lease:

- a. Waste and unnecessary use of water, electricity and other utilities is prohibited.
  - b. All thermostat shall be set no higher nor lower than that allowed by Federal, State and/or local regulations, and Landlord hereby expressly reserves the right to reasonably require, from time to time, that all thermostats be set at levels other than as specified herein which Landlord, in Landlord's judgment, determines to be in keeping with sound energy management and conservation and in keeping with any then existing energy policies.
  - c. Landlord shall provide heat and air-conditioning service to the Building and Demised Premises during business hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.
21. No smoking shall be allowed in or about the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls or other common areas of the Building or demised space.
22. Tenant nor their customers are permitted to have any pets on the premises at any time. The only exception being assistance animals for the blind.
23. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in the Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

EXHIBIT "C" APPROVED:

Date

1/25/23

  
Switzer Family, Ltd. - 2265  
Landlord

Date

Tenant

EXHIBIT "D"

Scope of Tenant's Work:

Demo walls and flooring as described in plans.

Frame in new walls as described in plans.

Drywall repairs as needed.

Paint both office areas.

Replace floor in Suite 103.

Install cabinets as described in plans. Includes shelving for technology center per plans.

Change light switches to dimmers and move lights as needed.  
Includes running cat 6 to both offices.

Add side lights to doors.

On the below plans, the tenant has decided not to follow thru with building out the reception office. That will remain an office, and reception will be in the front room beside that suite.

**Bluegrass Council of the Blind, Inc.**

**Plumbing Project**

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

BCB is proud to submit this proposal in alignment with the requirements of this opportunity. Located in the 40504-zip code, our office is positioned within reach of historically marginalized neighborhoods where the need for disability resources is greatest. Located on the Lex Tran route, the strategic location of our office is easily accessible to clients who rely on public transportation and allows us to remove critical barriers to access while focusing our efforts where they are most urgently needed. Our organization is in good standing with the Kentucky Secretary of State and is proud to hold the 2025 Candid Platinum Seal of Transparency, reflecting our steadfast commitment to accountability, integrity, and impact. We affirm that no funds will be used to promote or teach religion, and we agree to comply with all applicable local, state, and federal laws.

***About BCB:***

The mission of Bluegrass Council of the Blind (BCB) is to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.

The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Central Kentucky; services and devices provided by BCB are offered at no charge to the client. BCB primarily serves the 8,900 visually impaired adults in Lexington-Fayette Co., comprising 66% of our base; the remaining include caregivers, service providers in that area, and a smaller number of individuals with vision loss in surrounding counties, making

## **Bluegrass Council of the Blind – Plumbing Project**

100% of our efforts benefit people with vision impairment. BCB assists people with vision loss to live meaningful, vibrant, healthy lives as active community members. We continue working to reach the most underserved demographics and bridge the gap between resources and social equality for all. We are active in access and inclusion initiatives with the city of Lexington, offering feedback and advocating for those with disabilities regarding city-wide policy on transportation, housing, and public safety. We are active with the Statewide Health Improvement Plan to embed disability equity into the state's broader health access and equality agenda.

### ***About Our Clients:***

Our client population faces compounded barriers to health access and social equality due to their vision status, which often co-exists with other disabilities that further compound the barriers caused by age, race, income, ethnicity, and their geographical location. 100% of our services benefit those with a disability and more than 60% are in poverty. 75% of our client base is over the age of 55. We do not require these disclosures as a requirement for service: it is our belief that these statistics would be considerably higher if all clients reported all categories of their data.

Vision loss is not just a medical condition, it is a catalyst for compounding social, emotional, and economic challenges. The CDC identifies significant risks linked to vision impairment, including higher rates of depression, falls, cognitive decline, and even premature death. The inability to drive, read, manage finances, or safely navigate new environments strips individuals of their independence and too often results in isolation and withdrawal from community life.

The economic burden is equally stark. The National Federation of the Blind reports that over 70% of people with vision impairment are unemployed, with many living in persistent poverty. This lack of economic opportunity, combined with diminished quality of life, underscores the urgent need for accessible services, community supports, and pathways to independence.

### ***About Our Programs: Peer Support***

Our Peer Support program provides a lifeline for those navigating the challenges of vision loss by offering mentoring, emotional support, and regular gatherings that foster connection and resilience. These opportunities not only help participants cope with the emotional impact of vision impairment but also equip them with tools and strategies to overcome the socioeconomic barriers that so often accompany it. Time and again, clients report improved confidence, stronger problem-solving skills, and a renewed sense of hope as they share techniques, exchange ideas, and connect with others who truly understand their experience. Importantly, the program extends beyond individuals with vision loss to include their families, caregivers, educators, and healthcare professionals, creating a network of support that strengthens both individuals and the community as a whole. Core offerings of our Peer Support program include:

***Lunch and Learn Meetings*** combine a shared meal with structured programs that address critical topics related to independent living, health and wellness, community engagement, and self-sufficiency for people with vision loss. These sessions reduce isolation by bringing people together in a welcoming environment where learning is paired with social connection. Recent presentations have included mental health, Medicare updates, transportation options, music therapy, and the role of physical



## Bluegrass Council of the Blind – Plumbing Project

strength in orientation and mobility: all topics that directly impact daily living and long-term well-being for our clients. By blending practical information with peer interaction, Lunch and Learn meetings empower participants with knowledge while also strengthening their sense of belonging in a supportive community.

**Community Outings** are designed to build independence by strengthening travel and mobility skills, boosting confidence, and encouraging active participation in community life. These experiences reduce isolation and lessen reliance on family members or caregivers, while also offering meaningful opportunities for social engagement. Outings have included visits to parks, restaurants, local organizations, and cooking classes, each carefully chosen to reinforce real-world skills and promote independence. At the same time, these outings create a broader ripple effect by educating businesses and community partners on accessibility and inclusion, giving them firsthand experience in welcoming and serving people who are visually impaired. This dual impact not only empowers participants but also advances community-wide understanding and acceptance of vision loss.

**Peer Mentoring Groups** provide vital support for individuals navigating the challenges of vision loss by connecting them with others who have firsthand experience. These twice-monthly meetings create a safe and encouraging space for participants to share personal struggles, gain practical advice, and build resilience through the insight of peers who understand their journey. Recognizing that vision loss impacts not only the individual but influences the way they experience the world around them, BCB also offers a quarterly Communication and Relationship Building Workshop that includes those with low or no vision and community members to learn how to more respectfully

offer and/or receive assistance, and dive into the questions from both sides that are often considered taboo. Together, these groups foster stronger networks of support, helping both individuals with vision loss, their families, and community professionals to adapt, grow, and thrive.

**Food Distribution** Our partnership with The Lexington Mobile Market and God’s Pantry addresses multiple barriers to food access for people with vision loss, offering a “hand-up” that promotes accessibility, autonomy, community, and dignity. Launched in July 2024, this program has already transformed the food security of our clients. Participants receive a monthly stipend from BCB, along with the support of trained volunteers who serve as personal navigators, helping clients locate items, describe ingredients, read prices and portion sizes, and make informed choices that fit within their budget. This personalized support allows individuals to make healthier and educated choices while maintaining full autonomy in their shopping experience, a critical factor in preserving dignity and independence.

Clients consistently share that the combination of autonomy, supplemental groceries, and one-on-one support has made a lasting impact on their monthly food security. Many also use their SNAP EBT or personal funds alongside their stipend, further stretching their resources and tailoring purchases to their families’ needs. Demand has grown rapidly: attendance has increased by more than 58% since the program began, prompting us to expand the service to schedule clients between two shopping days per month. This intentional adjustment reduces stress, ensures adequate volunteer support, and allows participants to fully benefit from the program.

The results are clear: clients report greater confidence in managing their food budgets,

reduced stress around meal preparation, improved nutrition, and a stronger sense of independence. Homebound individuals in Fayette County also benefit, with BCB delivering food distribution items directly to their doors, ensuring no one is left behind.

***The Mobile Market*** has quickly become one of BCB's most valued services, not only strengthening food security but also reducing isolation and increasing participation in community life. Through this partnership, God's Pantry can stretch its resources further into the community, multiplying the impact of every dollar invested. The outcome is a sustainable, dignity-centered model that supports independence, strengthens health, and improves quality of life for people who are blind or visually impaired.

### ***About Our Programs: Assistive Technology & Training Program***

BCB's Assistive Technology & Training (ATT) Program equips people with low or no vision to live independently, safely, and confidently. Through individualized coaching and group workshops, our expert ATT staff provide hands-on training, device demonstrations, lending and distribution of assistive tools, and practical strategies that help clients manage daily tasks, maintain their health, and care for themselves and their families.

What makes this program truly distinctive is that 83% of our staff and 80% of our board are blind or visually impaired. Clients learn from professionals who not only have technical expertise but also lived experience: people who have navigated the same challenges and found solutions. This peer-driven approach builds trust, breaks down barriers, and inspires clients to achieve greater independence through education, encouragement, and shared success.

Our ATT program distributes devices and provides services at no cost to our clients.

Examples of assistive technology items regularly distributed include:

- **Talking health monitors:** enable clients to independently track and manage personal health conditions for increased independence and safety at home.
- **Smart digital assistants** (e.g., Amazon Echo): empower individuals to use voice commands to check the weather, read books aloud, stay in contact with family and friends, follow recipes for safe cooking, and more.
- **Accessible communication devices** (Android tablets, iPad minis, etc.) providing tools to access printed materials, identify currency, and scan product barcodes for everyday independence.
- **Low-tech essentials:** practical, affordable tools such as 20/20 pens (bold, non-bleeding lines), handheld magnifiers, bump dots for tactile appliance navigation, large-print calendars for managing appointments, and adaptive kitchen safety items like high-contrast cutting boards and talking food thermometers.

Together, these tools transform everyday life for people with vision loss supporting them in monitoring their health with talking devices, preparing meals safely with adaptive kitchen tools, managing finances and daily tasks with accessible communication technology, and maintaining meaningful connections through digital assistants and low-tech solutions alike. Each device, whether high-tech or simple, plays a vital role in preserving independence and dignity, but the need is great.

**Conclusion:**

The number of adults in Lexington-Fayette County affected by vision loss is rising rapidly, creating an urgent need for resources that promote independence, safety, and

quality of life. Without access to support, many residents face preventable isolation, unsafe living conditions, and barriers to managing their health, mobility, and daily activities. BCB is the only local source collectively providing these essential services and adaptive devices at no cost, making our organization a true lifeline for individuals navigating the challenges of vision impairment. By offering peer support, technology training, and practical resources, BCB ensures that residents of Lexington - Fayette County can remain active, connected, and independent members of their community.

## **SECTION 2: Demonstrated Need**

### ***Restoring Functionality in The Community Room***

The Community Room is the heart of BCB's programming, where clients come together for peer support meetings, community-building, meeting for food distribution, and relationship development. It is also the setting for our "Lunch and Learn" gatherings, where participants share a meal while engaging with professionals who provide practical tools and insights on topics such as navigating Medicare, music therapy, and mental health. These sessions not only build knowledge but also foster belonging, comfort, and the encouragement that comes from being surrounded by peers who understand the challenges of vision loss.

There were 751 attendees to these meetings last year, and 294 people receiving 3318 pounds of food, a 37% increase for the year. At a time when our needs and engagement is growing, this vital space is compromised by a non-functioning sink and drain, which prevents us from performing even the most basic tasks, such as cleaning up after meals, emptying partial drinks, or maintaining a sanitary environment. Without a working

## **Bluegrass Council of the Blind – Plumbing Project**

sink, staff and clients alike are burdened with unnecessary barriers, and the welcoming atmosphere we strive to create is diminished.

Repairing the sink and installing a proper drain and vent system is critical to ensuring that the Community Room functions as it was intended: a safe, inviting, and practical environment where people feel at ease to share both their struggles and their successes. A fully operational sink is a small but essential element in upholding the dignity of our clients and supporting their comfort, health, and sense of community.

### ***Conclusion***

Repairing the sink and drain in BCB's Community Room is essential for the agency to provide its services safely and effectively. This space hosts peer support meetings, "Lunch and Learn" sessions, and other programs where clients share meals, connect with professionals, and build community. Without a functioning sink, staff cannot maintain a sanitary environment, clean up after meals, or properly manage daily activities, limiting the usability of this critical space.

Completing this plumbing project will remove these barriers, ensuring the Community Room is safe, accessible, and fully functional. By enabling proper sanitation and supporting a welcoming environment, this improvement directly strengthens BCB's capacity to deliver peer support, education, and community-building programs that promote independence, security, and quality of life for people with vision loss.

### **SECTION 3: Applicant Capacity for Project**

The Bluegrass Council of the Blind (BCB) has a proven record of managing capital projects and compliance-driven programs with excellence. We have successfully executed a previous capital grant (2022) and multiple ESR grants (2015-present)

## Bluegrass Council of the Blind – Plumbing Project

through LFUCG, all of which were implemented on time, within budget, and in full compliance with reporting requirements. Our strong performance history is reflected not only in the careful management of grant funds, but also in the measurable outcomes these investments generate for our clients and organization. The grants we have received have produced a high return on investment, enabling individuals with vision loss to live more securely, participate more fully in community life, and reduce reliance on costly emergency or long-term care services. The dual impact of sound financial stewardship paired with transformative client outcomes underscores BCB's capacity to carry out this capital project with the same integrity and effectiveness.

BCB's fiscal capacity and organizational infrastructure are fully equipped to support this project under the outlined reimbursement model. The agency maintains rigorous financial oversight through an experienced finance team, active board-level fiscal review, and independent annual audits. Our data management system ensures that all grant-required data are captured accurately and reported promptly, giving funders confidence in both accountability and impact.

Equally important, BCB staff bring extensive experience in grant management, compliance, and program implementation:

***Executive Director Theresa Thomas*** has more than 13 years of experience managing grants for BCB, during which she has grown the organization's operating budget from \$69,000 in 2012 to more than \$300,000 projected for the 2026 fiscal year. This growth is a direct reflection of her meticulous attention to financial detail, her ability to cultivate strong relationships with Grantmakers and community partners, and her commitment to fiscal responsibility. Under her leadership, BCB has consistently secured competitive

## Bluegrass Council of the Blind – Plumbing Project

funding, maintained compliance with grant requirements, and built the financial stability necessary to support long-term programming. Theresa's stewardship has positioned BCB as a trusted partner with a reputation for transparency, accountability, and effective use of resources. Her leadership ensures that every dollar invested in BCB is maximized to deliver measurable impact for Fayette County residents affected by vision loss.

**Deputy Director Jackie Johnson** brings extensive experience in project management, grant writing, and managing compliance for multi-million-dollar federal grants, state Medicaid contracts, and local funding partnerships. Through her previous employer, she successfully developed and implemented comprehensive data collection and reporting systems tailored to meet each contract's complex requirements, ensuring accurate monthly, quarterly, and annual submissions. In addition, she led state and federal audits that verified the team's efforts with full compliance, safeguarding continued funding for critical programs. There were zero audit findings and zero complaints against the organization in her tenure. Since joining BCB in April 2024, Jackie has applied this expertise to strengthen the organization's grant data and reporting processes, resulting in greater efficiency, accuracy, and performance. Her skill in aligning reporting with compliance standards ensures that BCB remains a reliable steward for public and private funding while maximizing its impact for the community.

This expertise, combined with our strong infrastructure and proven track record ensures that this project will be delivered with the same precision and accountability that has defined our past LFUCG partnerships. The staff at BCB has the availability, expertise,



and enthusiasm to successfully execute this project.

## **SECTION 4: Operational Feasibility**

### **Project Timeline**

Bluegrass Council of the Blind (BCB) understands that all funds from this grant need to be expended by April 30, 2027. BCB has established a realistic and achievable timeline to ensure the successful completion of all building improvements well before the April 30, 2027, expenditure deadline. Upon notice of award, we will immediately engage our landlord and licensed contractors to finalize bids and establish work schedules.

Milestones will include:

- ***Initial Phase (0–3 months post-award):*** Secure contractors and scheduling for each component of the project, to align with availability and schedule of affected areas to minimize client impact.
- ***Midpoint Phase (4–12 months):*** Begin staged implementation of high-impact improvements such as ADA door openers and directory signage. These items will be prioritized to quickly improve accessibility while longer-lead projects (e.g., barn door partition and shelving) move into fabrication.
- ***Final Phase (12–18 months):*** Completion of drywall and paint repair, installation of shelving, and finishing work to bring all spaces into full compliance with accessibility, safety, and building standards.
- ***Close-Out Phase (before April 2027):*** Conduct quality assurance, confirm all improvements meet code requirements, and provide expenditure and outcome documentation to LFUCG.

## Bluegrass Council of the Blind – Plumbing Project

This milestone-driven approach ensures timely and efficient use of grant funds, minimizes disruption to client services, and guarantees full compliance and accountability.

**Project Team:** The BCB project team consists of two BCB employees, Theresa Thomas and Jackie Johnson, who will serve as the Project Manager.

No additional support or funding is anticipated as part of this project.

BCB's current lease agreement (attachment) runs through March 31, 2029 and outlines 3.5 years remaining in our tenancy (p.2). Under the terms of the agreement, all leasehold upkeep improvements are made at the sole cost and expense of the tenant (p.5, 6-7). Additionally, all maintenance and repair of the interior space are the responsibility of BCB, including plumbing fixtures, lighting, plate glass, doors, walls, ceilings, floors, door locks, and all other improvements. This agreement ensures that investments made through this project are truly necessary, fully aligned with our lease obligations, and directly benefit the long-term usability, safety, and accessibility of our space.

The improvements included in this project will make the space more functional, safe, and accessible for our clients and staff, positioning BCB to continue operations in this location well beyond the current lease term. By investing in these upgrades, we are extending the usability of our facilities and avoiding the significant financial and logistical burden of relocating to allow more of our resources to remain focused on providing services.

## **SECTION 5: Cost Analysis and Attachments**

### **Budget Narrative** (*Cost proposal is attached*)

#### ***Community Room Plumbing Repair - \$11985.00***

- Remove existing sink on right front side of the building 1st floor.
- Cut countertop for a new 25" x 22" single compartment S.S. sink.
- Install new Delta sink faucet with pull-out hose and spray.
- Install (1) new disposer.
- Owner to be responsible for electrical.
- Remove existing sink and pump from back 1st floor space..
- Install new cast iron drain and vent piping to meet KY plumbing code.
- Rough in drain and vent piping to meet KY plumbing code.
- Install Zoeller under counter drain pump.
- Cut countertop for a new 25" x 22" single compartment S.S. sink.
- Install new Delta sink faucet with pull-out hose and spray.
- Ivey does not recommend installing a garbage disposal with the drain pump.
- Owner to be responsible for electrical.
- Not responsible for any damage to the countertops while cutting new holes.
- Reuse existing water lines.
- All work to be performed on Regular time and Premium as required.

## **Bluegrass Council of the Blind – Plumbing Project**

### **Bluegrass Council of the Blind**

#### **Plumbing Project Budget**

<b>Item</b>	<b>Line Item Total</b>
Plumbing Pump & Sink/Faucet Replacement	\$11985
<b>Total Expenses</b>	<b>\$11985</b>

**Attachment: Plumbing Cost Proposal**



**Ivey Mechanical Company, LLC**  
1063 Manchester St  
Lexington, KY 40508  
Phone: (859) 254-8878  
Fax: (859) 231-9224

## Proposal

**To:** Switzer Development

**Fax:** 859.497.9800

**From:** Randy Perkins

**Date:** 09.18.2025

**Direct Line:** [Click and type Your Direct Line]

**Direct Fax:** 233.0770

**Re:** 2265 Harrodsburg Rd Replace (2) sinks and faucets

**Pages, including cover:** 1

**CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Matt,

Our proposed cost for the above referenced work is.....\$ 11,985.00

Price includes:

- Remove existing sink on right front side of the building 1<sup>st</sup> floor.
- Cut countertop for a new 25" x 22" single compartment S.S. sink.
- Install new Delta sink faucet with pull-out hose and spray.
- Install (1) new disposer.
- Owner to be responsible for electrical.
- Remove existing sink and pump from back 1<sup>st</sup> floor space..
- Install new cast iron drain and vent piping to meet KY plumbing code.
- Rough in drain and vent piping to meet KY plumbing code.
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- Install new Delta sink faucet with pull-out hose and spray.
- Ivey does not recommend installing a garbage disposal with the drain pump.
- Owner to be responsible for electrical.
- Not responsible for any damage to the countertops while cutting new holes.
- Reuse existing water lines.
- All work to be performed on Regular time and Premium as required.

Exclusions:

- Countertops.

**Attachment: Organizational Budget**

Bluegrass Council of the Blind, Inc.  
Operating Budget FYE 2026

Revenue  
Direct Public Support-Donations  
Grants  
Other Income Sources

Total Revenue

Expenditures  
Personnel Expense  
Office Expense  
Materials and Supplies  
Fundraising Expense

Postage  
Printing and Copying  
Telephone and Computer System  
Office Furniture and Equipment  
Travel and Meetings  
Other Expenses

Total Expenditures

Net Operating Revenue

AT	PS	Total Programs	Total Organization
Did not	breakout	income	
\$ 84,202	\$ 70,733	\$ 154,935	\$ 53,000
13,396	26,443	39,839	217,100
17,593	16,674	34,266	45,000
-	-	-	315,100
25	25	50	208,336
125	125	250	44,188
4,625	4,625	9,249	34,419
153	154	306	2,300
600	2,300	2,900	1,875
1,075	1,383	2,458	2,250
\$121,794	\$ 122,460	\$ 244,254	11,077
			457
			2,900
			5,796
			313,614
			\$ 1,486



**Attachment: Lease Agreement**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25<sup>th</sup> day of January, 2023, by and between SWITZER FAMILY LTD - 2265, whose address is 811 Corporate Drive, Lexington, Kentucky 40503 ("Landlord"), and Bluegrass Council of the Blind, Inc. whose address is 2265 Harrodsburg Road - Suite 102/103, Lexington, Ky 40504, ("Tenant");

WITNESSETH:

WHEREAS, Landlord owns an office building, located at 2265 Harrodsburg Road, Lexington, Fayette County, Kentucky ("Building");

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, space in the Building upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the rents herein reserved, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Demise of Premises.

(a) Landlord hereby lets, leases and demises to Tenant on the terms and conditions hereinafter set out approximately 3,120 rentable square feet on the first floor (Suites 102-103) of Building ("Demised Premises"). The Demised Premises are outlined in red on Exhibit "A", attached hereto and made a part hereof. Rental for the Demised Premises provided for in Paragraph 6 is based upon the aforesaid square footage contained therein plus a pro rata portion of the square footage contained in the Building's common areas.

(b) Tenant shall occupy and use the Demised Premises for professional offices and for no other use whatsoever. In occupying and using the Demised Premises for the aforesaid permitted use, Tenant shall not violate any applicable laws or regulations of any governmental authority.

2. Common Area Usage. Landlord grants Tenant, its customers, invitees, and licensees, together with and subject to the same right granted from time to time by Landlord to other tenants and occupants of the Building, the right as co-tenants to the reasonable use of all common and public areas of the Building as are designated as such and as may be modified by the Landlord from time to time. These areas shall include all common entrances to and exits from the Building, driveways, serviceways, crosswalks and sidewalks, hallways, stairways and common restroom facilities, except such of the foregoing as are designated for and restricted to the special uses and purposes by Landlord from time to time, which restrictions may not preclude or interfere with the purpose for which Tenant is using the Demised Premises.

3. Commencement and Length of Primary Term. The primary term of this Lease shall begin on the 1st day of April, 2023 ("Fixed Commencement Date") and shall end on the 31<sup>st</sup> day of March, 2029, unless sooner terminated pursuant to the terms hereof.

4. Lease Year Defined. The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months beginning on the Fixed Commencement Date. Each succeeding lease year shall commence upon the anniversary date of the first lease year.

5. Renewal Terms.

(a) Tenant shall have and is hereby granted, subject to the other terms and conditions of this Paragraph 5, one renewal term of three years.

(b) At the expiration of the primary term or any renewal term, as the case may be, if Tenant is not in default under the terms hereof, then this Lease shall automatically renew for the next applicable renewal term provided for in Paragraph 5a, unless Tenant gives Landlord written notice of Tenant's election not to renew, which renewal shall be upon the same terms and conditions except the rent shall be as provided in Paragraph 6b. If Tenant elects not to renew, the aforementioned written notice shall be given via certified mail, return receipt requested, not less than ninety (90) days prior to the expiration of the primary term or applicable renewal term.

6. Rental and Late Charges.

(a) Rental Primary Term. Tenant shall pay Landlord as rental for the Demised Premises the sum of \$43,200 for the first lease year of the primary term at the office of Landlord as may from time to time be designated by Landlord, in monthly installments of \$3,600 per month for the first three years and then each March a 2% increase per year starting on April 1, 2026 for the next three years (\$3,672 - \$3,745.44 - \$3,820.35, per month), in advance, on the first day of each and every calendar month during the primary term.

(b) Rental Renewal Term(s). The annual rental for each renewal term(s) shall be as provided for in Exhibit "B", attached

hereto and made a part hereof.

(c) Late Charges. If during the primary term or any renewal term(s), any monthly rental installment is unpaid after the tenth day of the month in which it is due, then at Landlord's option Tenant shall pay as additional rental a service charge of \$100.00 plus one and one half percent (1-1/2%) of said monthly rental installment. Notwithstanding any such service charge the rental provided for herein is due and payable on the first day of each and every calendar month during the primary term and any renewal term(s).

7. Tenant Services Provided by Landlord.

(a) During the primary term and any renewal term, Landlord agrees to provide or furnish the following Tenant services:

i. Janitorial and trash removal services for the common areas of the Building and grounds.

ii. Maintain the common areas of the Building, the grounds, the sidewalks adjoining the Building, and the parking lot in a reasonably good, neat, orderly, sanitary, and safe condition. Such maintenance shall specifically include, but not be limited to, the elevators, repairs to the heating and air-conditioning equipment, electrical and plumbing equipment of the common areas, painting, wallpapering and carpeting of the common areas, and repairs to the parking lot, including resealing and restripping.

iii. All necessary utilities, including, but not limited to, gas, electrical, water and sewage for the Building, including the Demised Premises.

iv. Pest control services to the Building, excluding

the Demised Premises, if necessary.

v. Building management services.

(b) Landlord shall have no responsibility or liability for failure to provide or furnish the aforesaid Tenant services if such failure is due to strikes, acts of God, war or insurrection, or any other reason beyond the reasonable control of Landlord. Landlord also reserves the right to temporarily suspend any of said Tenant services at any time when necessary by reason of accident or for repairs, alterations or improvements necessary in the reasonable judgment of the Landlord. Landlord shall act with due diligence to restore any Tenant service temporarily suspended as aforesaid.

8. Removal of Leasehold Improvements. All initial leasehold improvements, alterations or other leasehold improvements shall be the sole property of Landlord and shall not be removed by Tenant upon the termination of this Lease, except as may be otherwise provided in writing (refrigerator, microwave & microwave cart Tenant installs will leave with Tenant), signed by both Landlord and Tenant.

9. Alterations. Tenant will renovate Demised Premises and will provide a sketch showing the work to be performed. Any such approved alterations or leasehold improvements shall be made at the sole cost and expense of Tenant.

10. Liens. Tenant shall keep the Building and Demised Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant in connection with Tenant's construction of the initial leasehold improvements or

Tenant's making any other approved alterations or leasehold improvements in accordance with the terms and conditions of this Lease, or other obligations incident to Tenant's use or occupancy of the Demised Premises. If any such lien attaches and the same is not released by payment, bond or otherwise within twenty (20) days after Landlord notifies Tenant thereof, Landlord shall have the option and right to discharge the same, and Tenant shall reimburse Landlord promptly therefor. Nothing herein contained (a) shall be deemed to deny Tenant the right to contest the validity of any such lien, or (b) shall be construed as a consent by Landlord to Tenant to make any alteration, improvement, installation or addition so as to give rise to any right to any laborer or materialman to file any mechanic's lien or any notice thereof, or any other lien purporting to affect Landlord's property.

11. The Building. Tenant acknowledges that Tenant has examined the plans and/or the Demised Premises and accepts the Building, common areas and equipment on or in the Demised Premises as submitted.

12. Maintenance and Repair. Except as stated below it shall be the obligation of Tenant, at Tenant's expense, to make all repairs, replacements and maintenance to the interior of the Demised Premises, including, but not limited to, the heating and air conditioning controls (thermostats) equipment servicing the Demised Premises, plumbing fixtures, lighting (inclusive of bulb or tube replacement), plate glass, doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, and all

other improvements to the Demised Premises. Tenant not responsible for any replacement or repair costs associate with the HVAC equipment on the roof. Tenant has a maximum of \$1000 per calendar year toward HVAC repairs (not false alarms. Tenant agrees to at all times keep the interior of the Demised Premises in a good state of repair and maintenance.

13. Care and Surrender of Demised Premises. Tenant shall not commit any waste or engage in any act or practice in or about the Demised Premises which might cause injury or damage to any person or property, including the Demised Premises. Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises, without notice, in as good condition as at the commencement of this Lease, reasonable wear and tear and casualty beyond the control of Tenant being the exception.

14. Quiet Possession. Landlord covenants with Tenant to keep tenant in quiet possession of the Demised Premises during the term hereof and any renewal term, provided Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by Tenant.

15. Rules and Regulations. Tenant, its servants, employees, agents, visitors and licensees, shall faithfully observe and strictly comply with the "Building Rules and Regulations" set forth in Exhibit "C", attached hereto and made a part hereof. Tenant agrees to abide by any and all future reasonable rules and regulations governing the Building and the use of any of the common areas thereof, including use of the parking lot. Tenant further agrees to be liable and responsible for any damages or



abuse to said common area facilities by its employees, agents, customers, invitees, or licensees. All future rules and regulations adopted by Landlord shall be reasonable and shall not unreasonably affect the conduct of Tenant's business.

16. Signs. Tenant will not erect any signs on the Building, doors, windows, improvements, grounds or common areas without the prior written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion. Tenant agrees to pay for any lettering on signage provided and owned by Landlord.

17. Liability Insurance.

(a) Tenant agrees to indemnify, compensate and save and hold the Landlord harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Landlord. Tenant shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to Landlord with combined single limits of not less than \$1,000,000.00 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Demised Premises. Landlord shall be named as an additional insured on said policies (without charge) and a certified copy issued to the Landlord.

(b) Tenant shall also, at its sole cost and expense, carry casualty, vandalism and malicious mischief insurance upon the Demised Premises and fire and extended coverage on its personal property, in the full insurable amount.

18. Fire and Casualty Insurance.

(a) Landlord shall obtain and procure a policy of insurance insuring the Building (building only; no personal property of Tenant included), against the risks of fire and extended coverage from an insurance company to be selected by Landlord in an amount to be determined by Landlord.

(b) The fire and extended coverage insurance policy carried by Landlord shall contain an appropriate endorsement providing that the insurer issuing said policy shall waive any claim it may acquire against the Tenant and/or Landlord by subrogation or otherwise, for any amount or amounts said insurer will pay or be required to pay pursuant to said policy. Such policy shall also contain a rent loss endorsement as mentioned in Paragraph 21.

(c) It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Tenant shall be on the Tenant and Tenant shall purchase and maintain and pay for all property insurance coverage required and/or desired by Tenant.

Tenant further expressly waives any and all claims against the Landlord for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

19. Taxes. Landlord will pay all real property taxes and assessments pertaining to the Building.

20. Destruction. If during the term of this Lease, the Demised Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, without the fault

of the Tenant, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Landlord; and the Landlord shall repair the Demised Premises and put them in a tenantable state within a period of six (6) months. If Landlord finds that Landlord is unable to make such repairs within the six-month period, both the Landlord and the Tenant shall have the option to terminate this Lease at the expiration of said six-month period. Should the Tenant not be able to occupy and utilize the Demised Premises during said period of repair, then the monthly rentals shall be abated until the Demised Premises are restored, with the Landlord to be compensated through a "rent loss" rider to the fire and extended coverage insurance carried by Landlord.

21. Condemnation.

(a) If the whole, or substantially the whole, of the Building or Demised Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings.

(b) In the event that less than the whole, or substantially the whole, of the Building or the Demised Premises is condemned or taken as set forth in Paragraph 22a, then this Lease shall remain in force and effect, provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises may be affected)

may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purchase by notifying Tenant in writing of such termination.

(c) Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rentals shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

(d) In such condemnation proceedings, Landlord shall be entitled to receive and retain entirely any award for damages for the land, Building and Demised Premises, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to assert in such condemnation proceedings a claim for an award representing the then value of the leasehold improvements made by Tenant at Tenant's expense.

## 22. Default.

(a) In the event (i) Tenant fails to pay when due any monthly installment of rent or any other payment provided herein, or (ii) Tenant fails to keep and perform any other covenant of this Lease and shall continue in default for a period of seven (7)

days after Landlord demands performance by giving written notice to Tenant of such default, or (iii) a voluntary or involuntary petition in bankruptcy is filed by Tenant or against Tenant, or (iv) Tenant shall make an assignment for the benefit of creditors, or (v) a receiver or trustee in bankruptcy shall be appointed in any suit or proceeding brought by or against Tenant, or (vi) the leasehold interest of Tenant shall be levied upon under any execution, then and in any of such events, Landlord, at Landlord's option may, in addition to any and all other remedies provided for herein or available at law or in equity, have the following remedies:

(1) Terminate this Lease with Tenant being obligated (a) to give up immediate possession of the Demised Premises, (b) pay all rentals due as of date of termination, (c) pay any and all other sums owed or due as of the termination date, (d) pay any and all other damages resulting from such default, including, without limitation, brokerage fees incurred upon reletting the Demised Premises and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new Tenant.

(2) May reenter the Demised Premises and retake possession thereof without terminating this Lease and relet the Demised Premises for the account of Tenant, with the Tenant being liable for (a) the deficiency, if any, between Tenant's rental and the rental received by Landlord on any reletting, (b) any brokerage fees and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new tenant, and (c) any and all other monies owed or damages resulting from such default. Tenant waives any claim Tenant may have to any rent obtained upon such reletting which may be in excess of the Rent required to be paid herein by Tenant.

(3) Perform such obligations (other than payment of Rent) on Tenant's behalf and charge the cost thereof to Tenant as additional Rent.

(4) The remedies provided for in subparagraph b of this paragraph 22.

(b) In addition to any statutory lien, but not in lieu thereof, Landlord shall have at all times a valid contractual lien and security interest for all rentals or other sums of money due or becoming due hereunder from Tenant upon all personal property of Tenant situated in the Demised Premises. Upon default by Tenant, Landlord may enter upon the Demised Premises and take possession of any and all personal property situated on the Demised Premises without liability for trespass or conversion and sell the same without notice of public or private sale, at which sale Landlord or his assignees may purchase such property.

(c) In the event of any act or omission by Landlord which would give the Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (a) Tenant has given Landlord written notice of such act or omission, (b) a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice without the Landlord having commenced and continued to remedy such act or omission.

(d) In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the internal substantive laws of the Commonwealth of Kentucky without regard to choice of law principles.

All parties to this Lease voluntarily and intentionally waive any right that they may have to a trial by jury in respect of any litigation arising from or connected with this Lease or any agreement made or contemplated to be made in connection with this Lease, or any course of dealing, course of conduct, statement or actions of any party in connection with this Lease. Furthermore, the parties agree that this section is a material inducement for Landlord to enter into this Lease.

Nothing in this paragraph 22 shall be construed as a Waiver of any of the Landlord's rights in connection with any bankruptcy or insolvency proceeding. All remedies herein provided for are cumulative and one is not in lieu of another.

23. Removal of Tenant's Property. If tenant neglects or refuses to remove all personal property belonging to Tenant from the Demised Premises immediately upon the termination or expiration of this Lease, Landlord may, at Landlord's option, remove same or any part thereof and store such property so removed without liability to Landlord for the loss thereof. Tenant will pay Landlord for any and all expenses incurred in removing and storing said effects, or Landlord may, at Landlord's option and without notice to Tenant, sell said effects or any of them for such price as Landlord deems best, and apply the proceeds of such sale to the payment of any amounts due Landlord from Tenant under this Lease, including the cost of removing, storing or selling said effects.

24. Assignment and Subletting. Tenant shall not have the right to assign this Lease or sublease the Demised Premises in whole or

in part without first obtaining the written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion.

25. Priority of Lease.

(a) Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgages now or hereafter placed upon Landlord's interest in the Building or in the Demised Premises, and, accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the lien of any such mortgage as shall be required by any such mortgagee; provided, however, that any mortgagee shall agree that Tenant, performing Tenant's obligations hereunder, shall have quiet and peaceful possession of the Demised Premises pursuant to this Lease notwithstanding any default or breach of Landlord with reference to any such mortgage.

(b) In the event any person purchases or otherwise acquires any interest at any foreclosure sale and/or other proceedings under any such mortgage, that person shall continue this Lease in full force and effect in the same manner, and with like effect, as if such person had been named as Landlord, herein so long as Tenant is not in default under this lease, and Tenant hereby agrees to attorn to such person.

(c) Should Landlord, in connection with the mortgaging of the Demised Premises, execute a conditional assignment of rentals, Tenant shall execute an acceptance of such assignment, provided the assignment recognizes Tenant's rights hereunder.

(d) The term "mortgage" as used herein means any mortgage,



encumbrance, assignment, deed of trust or other transfer of the Demised Premises in whole or in part made as security for any indebtedness of Landlord; and the term "mortgagee" as used herein means any person to whom or for whose benefit any such mortgage of the Demised Premises has been made.

26. Estoppel Certificates. Tenant, from time to time at the request of Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been any modification to the Lease that the Lease is in full force and effect as modified and stating the nature of the modification or modifications); and (b) that to the best of Tenant's knowledge, Landlord is not in default under this Lease (or if any such default exists the specific nature thereof and any amounts paid in advance by Tenant). It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by (a) any prospective assignee, or any prospective purchaser of the Building, or (b) any mortgagee or lender (or prospective assignee of any mortgagee or lender) having as security the Building or any part thereof, or (c) any other third person having the right to rely on such statement.

27. Performance. Should Tenant fail to perform any covenant or condition required of Tenant, Landlord may perform same on behalf of Tenant, and if the performance thereof requires the expenditure of money, such expenditure by Landlord shall be considered as additional rent due and payable in the month following said expenditure by Landlord at the same time such month's rent is due

and payable.

28. Landlord's Right to Enter Upon Demised Premises. Landlord and/or Landlord's agents shall have the right to enter upon the Demised Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs and maintenance required of Landlord hereunder. Tenant also agrees to permit Landlord and/or Landlord's agents to show the Demised Premises for the purposes of renting same, and to permit Landlord to place notices or signs on the Demised Premises offering the Demised Premises for rent within the last 120 days of the end of the primary term or renewal term as the case may be.

29. Waiver of Subrogation. The parties release each other and their respective agents, employees, customers, invitees and licensees from any claims of whatsoever kind and nature for damage to any person or to the Demised Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Demised Premises that are caused by or result from a risk insured against under any insurance policies carried by the parties and in force at the time of any such damage.

30. Waiver. Failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option hereunder.

31. Parties Bound. The covenants, agreements, conditions and undertakings contained herein shall bind and inure to the benefit

of the respective successors and assigns of the parties hereto.

32. Captions. The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33. Number and Gender. All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause therein may require, the same as if such words had been fully and properly written in the number and gender.

34. Notices to Tenant. Any notice required to be given to Tenant under the terms of this Lease shall be mailed via registered or certified mail, return receipt requested, to

2265 HARROPSBURG RD Suite 102, LEX, KY 40504

(Please fill in name & address), or to such other address as Tenant may furnish to Landlord in writing.

35. Notices to Landlord. All rental herein reserved to Landlord shall be paid to Landlord at, and any notice required to be given to Landlord under the terms of this Lease, including without limitation any written notice provided for in Paragraph 5b, shall be mailed via registered or certified mail, return receipt requested, to Ronald C. Switzer, 811 Corporate Drive, Lexington, Kentucky 40503, or to such other address as Landlord may furnish to Tenant in writing. Any notice that does not comply

with the provisions of this paragraph shall not be effective.

36. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, made prior to the execution of this Lease, shall alter or affect the covenants, agreements and undertakings herein set forth.

37. Holdover. If Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease ("Holdover Period"), then Tenant shall be deemed to be occupying the Demised Premises as a month-to-month Tenant upon the same terms and conditions contained in this Lease, except the amount of rent shall be as provided hereinbelow and the lease shall be terminable by either party on thirty (30) days notice to the other party. The rent for each month during the Holdover Period shall be 150% the amount of rent due for the last month immediately preceding the beginning of the Holdover Period.

Such increase in rental shall be deemed to be liquidated damages for tenant's occupancy during the Holdover Period and shall not be deemed a penalty.

38. Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

39. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction; and Landlord may accept

such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

40. No Partnership. Landlord does not in any way for any purposes become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or a member of a joint enterprise with Tenant.

41. Security Deposit. Upon the execution of this Lease, Tenant has paid Landlord a Security Deposit in the amount of \$3600 to be held to guarantee the faithful and timely performance by Tenant of all of Tenant's obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any amount which Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the Term (Primary Term or applicable renewal term as the case may be); provided, that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full. If the Building is transferred, Landlord

may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit. Under no circumstances shall the Security Deposit be interpreted as being part of the Rent.

42. Guaranty. Bluegrass Council of the Blind Inc will guarantee the Lease.

43. Fit-up. Tenant is taking the space as shown on exhibit A and the changes shown will be priced and paid by the Tenant. Landlord will pay to Tenant \$5,289 toward fitup to Bluegrass Council of the Blind, Inc.

44. Right of First Refusal. Tenant has the right of first refusal for space on the first floor. Tenant will have two days to decide if they want the space.

45. Tenant Use. Tenant can use microwaves in their training to clients but need to limit any food smells outside their unit. Tenant can hang pictures and plaques. Tenant can use a company name and suite number with braille for their suite. Tenant can have training classes in their suite.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

Matto Cook  
LANDLORD WITNESS (SIGN HERE)

[Signature]  
SWITZER FAMILY LTD. - 2265

TENANT:

Bluegrass Council of the Blind,  
Inc.

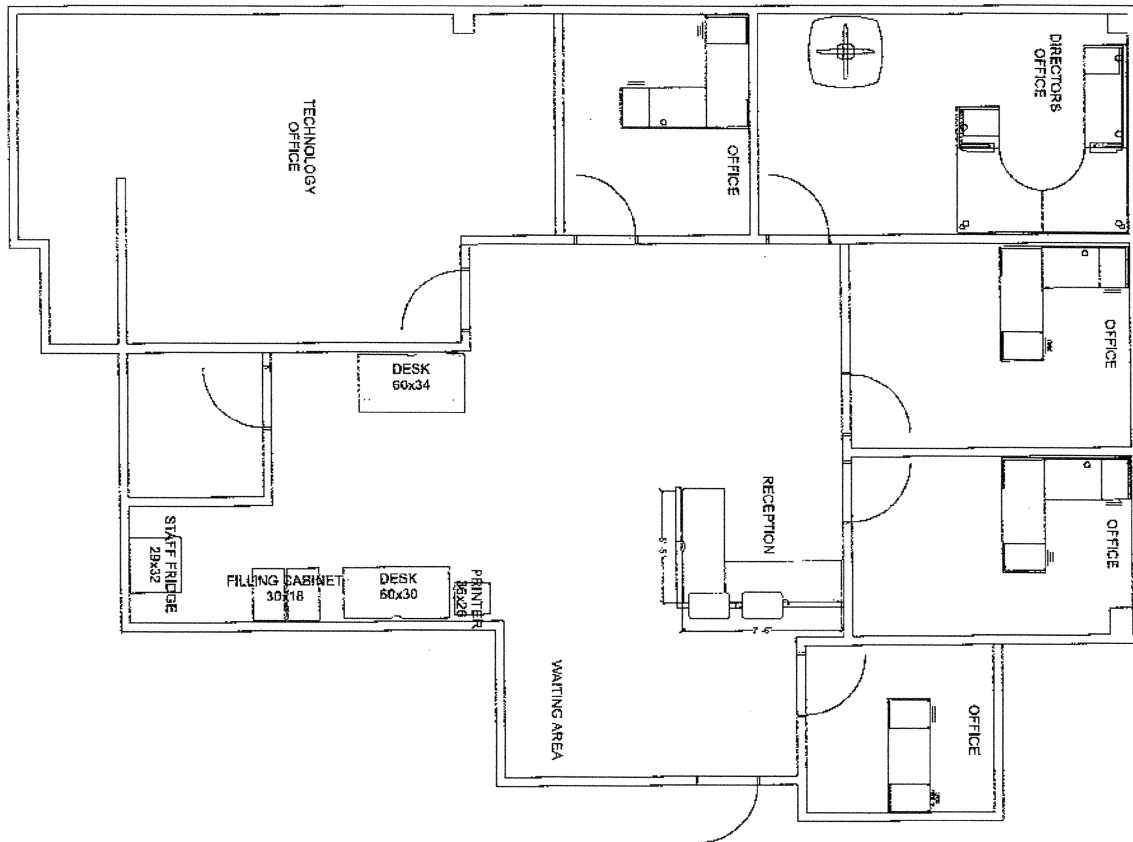
[Signature]  
Signature

[Signature]  
TENANT WITNESS (SIGN HERE)

Bert Hammer  
TENANT WITNESS (PRINT HERE)

# EXHIBIT A (1 of 2)

BLUEGRASS COUNCIL OF THE BLIND  
**SUITE 102 - PRELIMINARY OVERVIEW**  
 HARRODSBURG RD



Scale: 3/8" = 1'

SCALE	See Drawing
CONSULTANT	E. ATTB
DESIGNER	ACB
CHECKER	ORICDD
DATE	1/2/2003

PROJECT	8630
SHEET	1/2

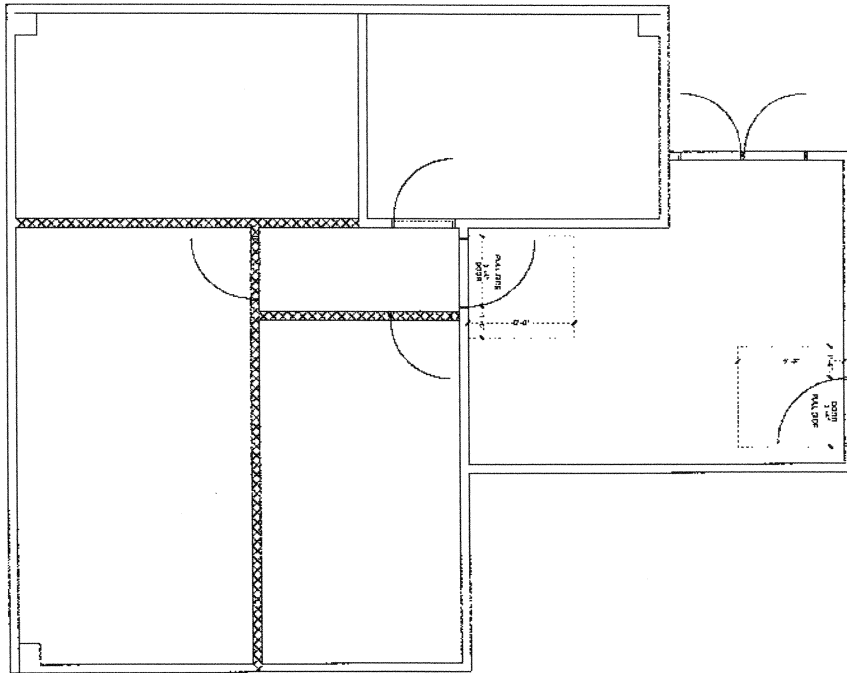
BLUEGRASS COUNCIL OF THE BLIND 2265 HARRODSBURG RD Lexington, Kentucky
FLOOR PLAN



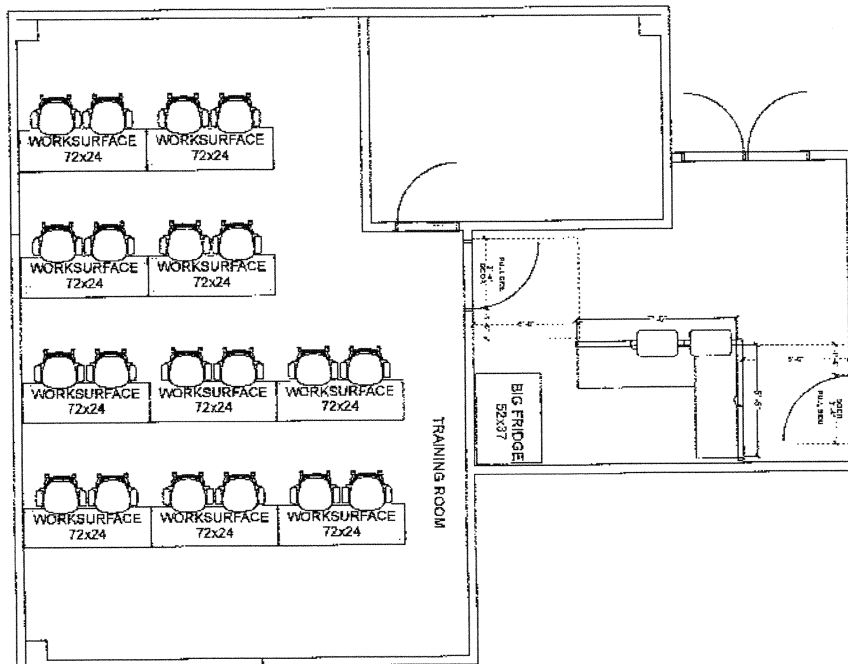


# EXHIBIT A (2 OF 2)

BLUEGRASS COUNCIL OF THE BLIND  
SUITE 103 - PRELIMINARY OVERVIEW  
HARRODSBURG RD



EXISTING WALLS  
DEMOLISHED WALLS



Scale 3/8" = 1'

PROJECT	9530
SHEET	2/2
SCALE	See Drawing
CONSULTANT	E. ATTIS
DESIGNER	ACS
CUSTOMER	ORICOD
ORDER #	
DATE	1/9/2023

BLUEGRASS COUNCIL  
OF THE BLIND  
2265 HARRODSBURG RD  
Lexington, Kentucky

FLOOR PLAN

REV	DESCRIPTION	DATE
1	REVISED	1/9/2023
2	REVISED	1/9/2023



EXHIBIT "B"

RENTAL RENEWAL TERM

The annual and monthly rentals for each year of the renewal term(s) are set forth below. During each year of such renewal term(s) the monthly rental shall be paid, in advance, on the first day of each and every calendar month during each of said years.

	<u>Annual Rental</u>	<u>Monthly Rental</u>
Year 1	\$46,761.12	\$3896.76
Year 2	\$47,696.28	\$3974.69
Year 3	\$48,650.28	\$4054.19

## EXHIBIT "C"

### RULES AND REGULATIONS

The following rules and regulations are prescribed by Landlord for the general safety, security, and benefit of all occupants of the Building. Landlord shall at all times have the right to control and operate the common areas and public portions of the Building in such manner as Landlord deems best.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. Equipment, furniture, or supplies to be delivered to the Demised Premises shall be delivered using elevators and passageways designated for such purpose by Landlord and only during hours and in a manner approved by Landlord.
2. No awnings, antenna or other projections shall be permitted on the outside of the Building and no curtains, blinds, shades, screens or lights shall be attached to or hung in, or used in connection with any window or door of the Demised Premises, without the prior written approval of the Landlord.
3. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall invite to the Demised Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants. Tenant shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits; they shall use them only as ingress to and egress from their work areas.
4. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the windows, corridors, corridor walls or vestibules without the prior written consent of the Landlord.
5. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent same.
6. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than

that of the business address of the Tenant.

7. Tenant shall not attach or permit to be attach additional locks or similar devices to any door, transom or window of the Demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant.) Tenant, on termination of Tenant's tenancy, shall deliver to Landlord the keys of offices, rooms and toilet rooms that were furnished to Tenant or that Tenant has made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.
8. Tenant shall not mark, paint, drill into or in any way deface any part of the Demised Premises or the Building including, but not limited to, any walls, partitions, doors or windows. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.
9. Tenant shall not permit any unusual or objectionable odors or gases to be produced upon or permeate from the Demised Premises.
10. Tenant shall not make, nor permit Tenant's employees, agents or invitees to make any unseemly or disturbing noises or vibrations, nor disturb nor interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instruments, recording device, radio, equipment or in any other way.
11. Tenant agrees that Tenant shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sex, creed or national origin in the use and occupancy or in any subleasing or subletting in the Demised Premises.
12. Freight, furniture or bulky matter of any description shall be delivered or removed only during the hours which Landlord may determine from time to time. The Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations of the Lease.
13. Landlord shall have the right to prohibit any advertising by an tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not, in Tenant's advertising or

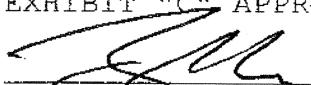
other publicity, without prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

14. Tenant shall not carry on or permit to be carried upon said Demised Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries or any business that is prohibited by law.
15. Landlord shall provide Tenant with directory information strips identifying Tenant in the Building directory located on the ground floor of the Building.
16. Tenant and Tenant's authorized representatives or invitees shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Building, except in receptacles placed in it for that purpose.
17. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.), shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the Tenant (or Tenant's authorized representative or invitee) that has caused it.
18. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays and legal holidays, and on other days, between the hours of 6 p.m. and 7 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of Landlord's tenants. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises and the entry doors of the Building are closed and securely locked upon leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or Tenant's authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage.
19. Landlord agrees that these rules and regulations shall be enforced against all tenants in a nondiscriminatory manner. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the Demised Premises.
20. Utilities, heat and air-conditioning of the Building and Demised Premises shall be provided subject to the following limitations and those provided elsewhere in this Lease:

- a. Waste and unnecessary use of water, electricity and other utilities is prohibited.
  - b. All thermostat shall be set no higher nor lower than that allowed by Federal, State and/or local regulations, and Landlord hereby expressly reserves the right to reasonably require, from time to time, that all thermostats be set at levels other than as specified herein which Landlord, in Landlord's judgment, determines to be in keeping with sound energy management and conservation and in keeping with any then existing energy policies.
  - c. Landlord shall provide heat and air-conditioning service to the Building and Demised Premises during business hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.
21. No smoking shall be allowed in or about the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls or other common areas of the Building or demised space.
22. Tenant nor their customers are permitted to have any pets on the premises at any time. The only exception being assistance animals for the blind.
23. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in the Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

EXHIBIT "C" APPROVED:

1/25/23  
Date

  
Switzer Family, Ltd. - 2265  
Landlord

Date

Tenant

EXHIBIT "D"

Scope of Tenant's Work:

Demo walls and flooring as described in plans.

Frame in new walls as described in plans.

Drywall repairs as needed.

Paint both office areas.

Replace floor in Suite 103.

Install cabinets as described in plans. Includes shelving for technology center per plans.

Change light switches to dimmers and move lights as needed.  
Includes running cat 6 to both offices.

Add side lights to doors.

On the below plans, the tenant has decided not to follow thru with building out the reception office. That will remain an office, and reception will be in the front room beside that suite.