



FAYETTE COUNTY PUBLIC SCHOOLS

## Board of Education Special Meeting

Virtual/Hybrid John D. Price Administration Building RM #150  
450 Park Place  
Lexington, KY 40511  
November 15, 2021  
5:30 PM

### A. CALL TO ORDER

Tyler Murphy

### B. PURPOSE OF MEETING

Tyler Murphy

Pursuant to KRS Chapter 61 notice is hereby given that on November 12, 2021 the Chair of the Fayette County Board of Education called a Special meeting of the Board of Education for Monday, **November 15, 2021 at 5:30 p.m.** Some members of the Board may appear via video-teleconference, and the meeting will be live-streamed at [fcps.net/virtual](https://fcps.net/virtual) meeting for public viewing

The purpose of the meeting is to discuss the Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky. The agenda for the November 15, 2021 special meeting is attached.

### C. EXTEND WELCOME TO GUESTS

Tyler Murphy

### D. ROLL CALL

Tanya Dailey

### E. READING OF MISSION STATEMENT

Stephanie Spires

Our mission is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society.

### F. ROUTINE MATTERS:

#### 1. Minutes of the November 8, 2021 Planning Work Session

### G. ADDITIONAL INFORMATION REGARDING POLO CLUB MIDDLE SCHOOL

Myron Thompson

### H. ACTION ITEMS:

#### 1. Approval of Bid, Interim and Proposed Contracts, and a Revised BG-1 Project Application for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

Myron Thompson

#### 2. Approval of Contract for HVAC Testing and Balancing Services for the Construction of New Middle School at Polo Club BG 21-276

Myron Thompson

#### 3. Approval of Third-Party Special Inspection Agreement for the Construction of New Middle School at Polo Club BG 21-276

Myron Thompson

#### 4. Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.

Kyna Koch/Myron Thompson

**5. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C**

Kyna Koch/Myron Thompson

**I. FINANCE CORPORATION 6:00 pm:**

**1. Finance Corporation Meeting**

Kyna Koch/Myron Thompson

**J. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:**

A motion is in order to "make the agenda dated November 15, 2021 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim"

**K. ADJOURNMENT:**

Tyler Murphy

Complete supplemental detail concerning this agenda is available for public review during normal business hours, 8:00 a.m. to 5:00 p.m. at the District Office.

# **RECORD OF BOARD PROCEEDINGS**

## **(MINUTES)**

Fayette County Board of Education Planning Meeting  
November 8, 2021

The Fayette County Board of Education met in a hybrid virtual meeting with an in-person location in Room 150 of the John D. Price Administration Building, 450 Park Place, Lexington, KY 40511 at 5:30 p.m. on November 8, 2021 with the following members present:

**Attendance Taken at: 5:33 p.m.**

### **Present Board Members:**

Ms. Amy Green

Mr. Tom Jones

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

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### **Administration Present**

Demetrus Liggins, Superintendent

Shelley Chatfield, General Counsel

Kate McAnelly, Chief Academic Officer

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

Kyna Koch, Acting Chief Financial Officer

### **A. CALL TO ORDER**

Mr. Tyler Murphy called the meeting to order at 5:33 pm

#### **A.1. Roll Call**

### **B. EXTEND WELCOME TO GUESTS**

Mr. Tyler Murphy welcomed members of the public attending the meeting at the John D. Price Administration Building as well as those watching the board meeting online.

#### **C. MOMENT OF SILENCE**

#### **D. PLEDGE OF ALLEGIANCE**

#### **E. READING OF MISSION STATEMENT**

#### **F. APPROVAL OF AGENDA**

**Discussion:** To provide time for discussion of the new middle school project prior to the meeting of the Fayette County Finance Corporation, Mr. Tyler Murphy asked the board to take item K4 out of order and begin discussion at the top of the meeting. The board approved by consensus.

##### **F.1. Addendum:**

**F.1.a.** \_\_\_\_\_

**F.1.b.** \_\_\_\_\_

##### **F.2. Deletions:**

**F.2.a.** \_\_\_\_\_

**F.2.b.** \_\_\_\_\_

#### **G. STUDENT PERFORMANCE:**

##### **G.1. Student Performance**

##### **G.1.a. Performance, Tates Creek Middle Orchestra**

#### **H. REPORTS AND COMMUNICATIONS:**

##### **H.1. Progress Reports**

##### **H.1.a. Superintendent's Report**

Superintendent Demetrus Liggins provided an overview of the action meeting. Due to the lateness of the hour, the superintendent's report on Odysseyware was moved to the regular action meeting.

##### **H.1.a.1. Academic Services**

##### **H.1.a.2. Operations & Support**

##### **H.2. Remarks by Citizens (persons who have signed up to speak):**

##### **H.2.a. There are two opportunities for the public to address the Board:**

#### **I. ROUTINE MATTERS:**

##### **1. Minutes of the October 25, 2021 Regular Board Meeting**

**Motion Passed:** *A motion to approve the minutes of the October 25, 2021 regular board meeting passed with a motion by Ms. Christy Morris and a second by Mr. Tom Jones.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Absent
Ms. Stephanie Aschmann Spires	Yes

**J. CONSENT ITEMS:**

**J.1. Award of Bids/Proposals**

**J.2. Post Approval Placeholder**

**J.3. Special and Other Leave of Absence**

**J.4. Request for Shortened School Day**

**J.5. Approval of a Proposed Change Order (No. Twenty-two) to the Contract for the Construction of the New Tates Creek High School BG# 20-082**

**J.6. Approval of Construction Documents and Approval to Advertise for the Construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School BG #21-342**

**K. ACTION ITEMS:**

**K.1. FourPoint Contract**

**Motion Passed:** *A motion to approve a contract with FourPoint to provide support in the creation of an updated strategic plan – creating tools and guidance documents for non-negotiables, facilitating a draft of a strategic plan, and supporting an implementation of Data Consults – passed with a motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**2. Professional Leave by District Personnel**

**Motion Passed:** *A motion to approve the Professional Leave as indicated passed with a motion by Ms. Christy Morris and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**3. Request for Extended Field Trips**

**Motion Passed:** *A motion to approve the requests for extended field trips as listed passed with a motion by Ms. Amy Green and a second by Mr. Tom Jones.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**4. ACTION AT PLANNING MTG - Approval of Bid, Interim and Proposed Contracts, and a Revised BG-1 Project Application for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176**

**Discussion:** Chief Operating Officer Myron Thompson provided a presentation on the construction of a new middle school in the fast growing residential area of Hamburg, which was scheduled to begin construction soon. Chief of Middle Schools Tracy Bruno and Director of Pupil Personnel Steve Hill shared information about middle school enrollment, projected student enrollment growth and the use of portable classrooms. The Planning Meeting recessed at 6:30 p.m. to convene the Fayette County School District Finance Corporation.

**5. ACTION AT PLANNING MTG -- Approval of Contract for HVAC Testing and Balancing Services for the Construction of New Middle School at Polo Club BG 21-276**

**Discussion:** The board tabled action on this item.

**6. ACTION AT PLANNING MTG -- Approval of Third-Party Special Inspection Agreement for the Construction of New Middle School at Polo Club BG 21-276**

**Discussion:** The board tabled action on this item.

**7. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C**

**Discussion:** The board tabled action on this item.

**8. Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.**

**Discussion:** The board tabled action on this item.

**L. FINANCE CORPORATION - 6:30 PM**

**1. Finance Corporation Meeting**

**Discussion:** The board continued discussion of the new middle school project and adjourned at 7:31 p.m.

## **M. PLANNING DISCUSSION:**

### **M. 1. 2021 Financial Records Audit Placeholder (Action for Regular Meeting)**

**Discussion:** Finance Accounting and Benefits Services Director Rodney Jackson shared information on the annual external audit and the audit engagement timeline. Audit Managing Partner Jeanna Jones and On-site Auditor Manager Katie Reed from Strothman and Company shared the results of the annual external audit as required by the Kentucky Department of Education prior to November 15. The district received an unmodified clean opinion.

### **M. 2. FCPS Governance Manual - DRAFT (1st Read)**

**Discussion:** Superintendent Liggins shared the first reading of the FCPS Governance Manual, which established operational norms. Mr. Murphy explained that this is a product that came out of the board's retreat earlier this semester.

### **M.3. Hiring of a Lobbyist for the School District**

**Discussion:** Acting Chief Financial Officer Kyna Koch shared information on hiring a lobbyist for the school district and the board determined by consensus to issue an RFP.

### **M.4. Nutrition and Wellness Report 2021-22**

**Discussion:** Health Services Coordinator Debbie Boian and Child Nutrition Michelle Coker provided an update on nutrition and wellness.

### **M.5. Edgenuity/Odysseyware (Action for Regular Meeting)**

### **M.6. Incentive Pay Classified Hourly Staff**

**Discussion:** Chief Operating Officer Myron Thompson presented a proposal to address staffing and attendance with incentives for our hard working classified employees.

### **M.7. New Job Description Deputy Superintendent (Action for Regular Meeting)**

### **M.8. New Job Description - Chief of School Improvement Officer (Action for Regular Meeting)**

### **M.9. New Job Description - Chief of Public Engagement Officer (Action for Regular Meeting)**

### **M.10. New Job Description Executive Communications Officer (Action for Regular Meeting)**

### **M.11. New Job Description Director of Professional Learning (Action for Regular Meeting)**

**M.12. New Job Description Internal Auditor (Action for Regular Meeting)**

**M.13. New Job Description Director of Fine Arts (Action for Regular Meeting)**

**M.14. New Job Description Information Security Manager (Action for Regular Meeting)**

**M.15. Revised Job description Director of Special Education(Action for Regular Meeting)**

**M.16. Revised Job Description Director of Innovation and Systems Solutions (Action for Regular Meeting)**

**M.17. Revised Job Description Director of Teacher and Leader Effectiveness (Action for Regular Meeting)**

**M.18. Revised Job Description Chief Diversity Equity & Inclusion Officer (Action for Regular Meeting)**

**M.19. Revised Job Description Executive Director of Financial Accounting & Benefits Services (Action for Regular Meeting)**

**M.20. Revised Job Description Senior Chief of School Leadership (Action for Regular Meeting)**

**M.21. Revised Job Description Chief of Human Resources (Action for Regular Meeting)**

**M.22. Revised Job Description Director of Family Community & Engagement (Action for Regular Meeting)**

**M.23. Revised Job Description Chief Student Support Services Officer (Actual for Regular Meeting)**

**M.24. Monthly Financial Report Placeholder (Action at Regular Meeting)**

## **N. INFORMATIONAL ITEMS**

**1. School Activity Funds Placeholder**

**2. Personnel Changes**

**3. Position Control Document**

## **O. ORAL COMMUNICATIONS:**



**O.1. Public**

**O.2. Board Request Summary**

**O.2.a.** \_\_\_\_\_

**O.2.b.** \_\_\_\_\_

**O.2.c.** \_\_\_\_\_

**O.3. Other Business**

**O.3.a. Board Discussion of Board Work**

**O.3.b. Staff**

**P. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:**

**Motion Passed:** *A motion to make the agenda dated November 8, 2021 on which action has been taken a part of the minutes as copied in the minutes verbatim passed with a motion by Ms. Christy Morris and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**Q. CLOSED SESSION:**

**Motion Passed:** *Pursuant to KRS 61.810 (1)(b) to discuss acquisition or sale of real property, KRS 61.810 (1)(c) to discuss proposed or pending litigation and pursuant to KRS 61.810 (1)(f) to discuss personnel, a motion to go into closed session at 8:29 p.m. passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**Q.1. Reconvene in Open Session**

**Motion Passed:** *A motion to reconvene in open session at 8:58 p.m. passed with a motion by Ms. Amy Green and a second by Mr. Tom Jones.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Absent

**R. ADJOURNMENT:**

**Motion Passed:** *A motion to adjourn the meeting at 9 p.m. passed with a motion by Ms. Amy Green and a second by Mr. Tom Jones.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Absent

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Tyler Murphy, Board Chair

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Demetrus Liggins, Superintendent and  
Secretary to the Board



FAYETTE COUNTY PUBLIC SCHOOLS

# NEW MIDDLE SCHOOL AT POLO CLUB



# BACKGROUND

- On November 8, 2021 the Fayette County Board of Education reviewed the bids received for the proposed new middle school planned on Polo Club Boulevard.
- The low construction bid from D.W. Wilburn was \$58,566,000, bringing the total project cost to \$70,520,249.75, roughly 50% higher than the initial budget.
- Fayette County Board of Education members asked for additional information.



# INFORMATION REQUESTS

- The cost and number of portable classrooms at the middle school level.
- Budget implications for portables with and without the new middle school.
- Historical information on property assessment growth in Fayette County, including how our community fared during the Great Recession.
- Current construction costs in KY and surrounding states.
- Recent construction bids for KY schools.
- District Facility Plan (DFP) impact and adjustments for other projects.
- Possible impact on maintenance needs for other schools.



PORTABLE  
CLASSROOMS

Units Rented	Annual	Capacity	Classrooms
Athens-Chilesburg Elementary	\$ 32,400	150	6
Beaumont Middle	\$ 18,600	150	6
Cassidy Elementary	\$ 6,300	50	2
Eastside Technical	\$ 6,000	50	2
Edythe J. Hayes Middle	\$ 24,600	200	8
Garrett Morgan Elementary	\$ 47,952	100	4
Henry Clay High	\$ 142,104	450	18
Jessie Clark Middle	\$ 71,988	200	8
Julius Marks Elementary	\$ 30,000	100	4
Lansdowne Elementary	\$ 6,000	50	2
Leestown Middle	\$ 97,488	100	4
Liberty Elementary	\$ 12,000	100	4
Morton Middle	\$ 16,500	100	4
Northern Elementary	\$ 6,300	50	2
Rosa Parks Elementary	\$ -	50	2
Southern Middle	\$ 13,200	100	4
Veterans Park Elementary	\$ 30,000	100	4
Winburn Middle	\$ 54,888	150	6
TOTAL	\$616,320	2,250	90

# PORTABLE CLASSROOMS

## CURRENT STATUS

In the middle schools:

- Seven of 11 middle schools have portables
- 40 classrooms in portables currently
- 1,000 students (total middle school population: 8,939)
- Annual cost of \$297,264

## PROJECTED STATUS

In the middle schools:

- Leestown projected increase of 55 students
- Crawford projected increase of 167 students
- 9 additional classrooms
- One time set up fee of \$270,000 (estimated)
- Annual lease \$82,000 (estimated)



FAYETTE COUNTY PUBLIC SCHOOLS

# FCPS DURING THE RECESSION

Fayette County Net Assessed Valuation (2006-2022)				
Fiscal Year	Real Estate, Tangible & Franchise	Motor Vehicle	Total Taxable Assessed Value	% Change from Previous Year
2022	\$33,480,459,874	\$2,376,223,473	\$35,856,683,347	3.51%
2021	32,214,590,779	2,425,657,612	34,640,248,391	2.10%
2020	31,494,060,742	2,434,578,647	33,928,639,389	4.24%
2019	30,235,189,077	2,313,084,847	32,548,273,924	3.66%
2018	29,163,693,122	2,235,142,052	31,398,835,174	5.23%
2017	27,649,241,903	2,188,353,135	29,837,595,038	3.86%
2016	26,643,898,904	2,084,539,987	28,728,438,891	2.33%
2015	26,055,341,421	2,017,674,715	28,073,016,136	2.35%
2014	25,485,417,295	1,942,208,626	27,427,625,921	1.03%
2013	25,241,599,276	1,907,014,389	27,148,613,665	1.41%
2012	24,958,166,561	1,812,027,836	26,770,194,397	1.26%
2011	24,686,167,132	1,749,651,556	26,435,818,688	1.10%
2010	24,475,055,739	1,673,164,212	26,148,219,951	0.63%
2009	24,118,027,668	1,867,359,987	25,985,387,655	4.44%
2008	23,091,442,742	1,790,160,720	24,881,603,462	6.50%
2007	21,594,971,335	1,768,686,661	23,363,657,996	6.00%
2006	20,345,809,515	1,694,976,831	22,040,786,346	6.29%

Historical Average Growth Rate is 3.29%




FAYETTE COUNTY PUBLIC SCHOOLS



# CONSTRUCTION COST PER SQUARE FOOT (PSF)

## AVERAGE COST PER SQUARE FOOT IN THE UNITED STATES

Commercial Office Space	Hospitality	Warehouse & Manufacturing Facilities	Healthcare	Schools	Universities	Public & Community Facilities	Parking Structures
 Single story \$313 psf	 3-star hotel \$478 psf	 Regional distribution center \$214 psf	 Medical office \$498 psf	 Elementary - \$295 psf Middle school - \$325 psf High school - \$359 psf	 Dormitory \$322 psf	 Gymnasium \$403 psf	 Above-ground /multi-level parking \$71 psf
 Mid-rise \$562 psf	 5-star hotel \$691 psf	 Light industrial warehouse \$238 psf	 Specialty clinic \$619 psf	 Primary/Secondary \$327 psf	 Standard classroom building \$580 psf	 Police station \$580 psf	 Below-ground /multi-level parking \$143 psf
 High-rise \$660 psf		 Tech lab factory \$635 psf	 Acute care facility \$888 psf		 Admin building \$596 psf	 Government admin building \$591 psf	
						 Museum/Performing arts center \$892 psf	

2021 Guide to U.S. Building Commercial Construction Cost per Square Foot  
Last updated: Aug 11, 2021

Source: Levelset

# RECENT BIDS FOR KY SCHOOLS

District	Facility	Type	BG-3	Date	Bid	Date	Variance
Corbin ISD	Career Center	New	\$ 2,539,560	1/28/21	\$ 2,978,652	3/30/21	17%
Jessamine County	Rosenwald-Dunbar ES	Reno/Addn	\$ 13,395,440	2/12/21	\$ 16,740,046	4/21/21	23%
Lewis County	Garrison ES	New	\$ 11,000,000	3/10/21	\$ 13,362,114	5/6/21	21%
Daviess County	Apollo HS	Reno/Addn	\$ 27,226,650	4/26/21	\$ 22,220,900	5/27/21	-18%
Madison County	Clark Moores MS	Reno/Addn	\$ 6,000,000	2/23/21	\$ 7,770,000	6/15/21	30%
Mason County	Mason County MS	New	\$ 22,678,237	5/18/21	\$ 21,588,000	6/29/21	-5%
Jefferson County	W Broadway ES	New	\$ 17,174,135	5/26/21	\$ 24,438,100	7/13/21	42%
Jefferson County	Echo Trail MS	New	\$ 30,000,000	6/9/21	\$ 35,170,000	7/27/21	17%
Whitley County	New CTE	New	\$ 1,375,000	5/7/21	\$ 3,192,950	8/4/21	132%
Green County	Green Co HS	New	\$ 19,700,000	12/15/20	\$ 19,988,000	8/10/21	1%
Laurel County	DayTreatment	Reno/Addn	\$ 5,316,850	7/26/21	\$ 5,959,377	9/21/21	12%
Rowan County	Clearfield ES	Reno/Addn	\$ 7,139,404	9/2/21	\$ 8,696,901	10/20/21	22%

# DFP IMPACT AND ADJUSTMENTS

## With a 2.5% Growth Rate 2022-2027 Current Construction Projects Are Bondable

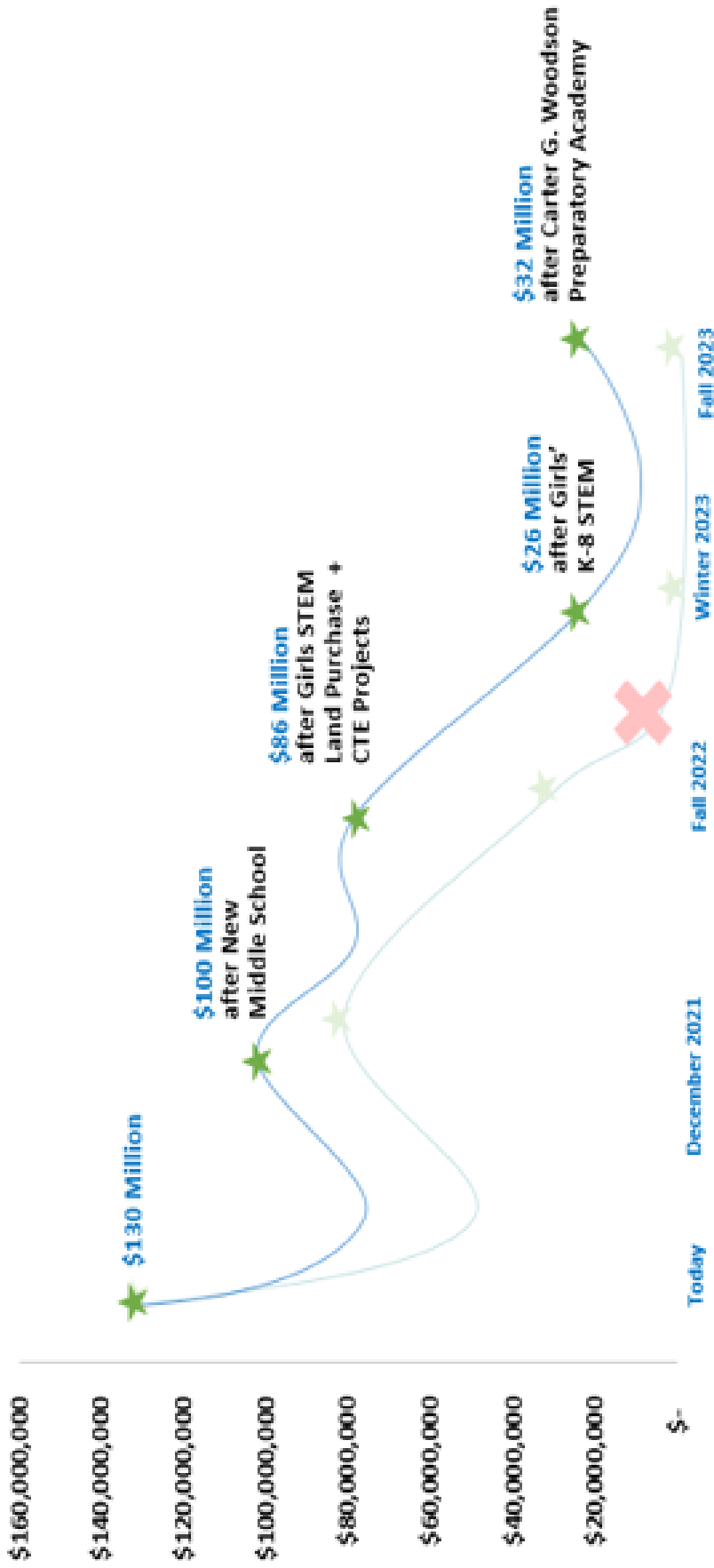
### Contemplated projects through 2023:

January 2022 – New Middle School ➡ **\$70 million**

Fall 2022 – Girls STEM Land Purchase (\$11 million) + CTE Project (\$75 million less \$10 million LAVEC Grant) ➡ **\$76 million**

Early 2023 – Girls' K-8 STEM ➡ **\$55 million**

Fall 2023 – Carter G. Woodson Preparatory Academy ➡ **\$30 million**



# MAINTENANCE NEEDS AT OTHER SCHOOLS

- Restricted bond funds have typically been used to address new construction or major renovations including three or more building systems.
- General fund dollars have been used to repair or replace single building systems such as HVAC or roofing.
- An additional \$2.3 million was added to the maintenance budget for 2021-2022 for a total of \$7 million in order to address deferred maintenance issues.



**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING:** Special Called

**DATE:** November 15, 2021

**TOPIC:** Approval of Bid, Interim and Proposed Contracts, and a Revised BG-1 Project Application for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

**PREPARED BY:** Myron Thompson, Chief Operating Officer @ 381-4165

**Recommended Action on:** 11/15/2021  
Action Item for Vote (SPECIAL CALLED MEETING)

**Superintendent Prior Approval:** Yes

**Recommendation/Motion:** Accept the base bid with Alternates #3, 4, 5, 6, 7, 8, 9, and 10, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$58,566,000 (Fifty-eight Million, Five Hundred Sixty-six Thousand Dollars); and approve a revision to the BG-1 Project Application for a total of \$70,520,249.75 (Seventy Million, Five Hundred Twenty Thousand, Two Hundred Forty-nine Dollars and Seventy-five Cents) for the new construction of New Middle School on Polo Club Boulevard, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The construction of the New Middle School on Polo Club Boulevard is listed as priority 1.a.3. on FCPS's 2017 (amended) District Facility Plan. The Director of FCPS Facility Design & Construction has drafted a preliminary cost estimate for the new construction, yielding a final project of approximately 171,983 SF to serve 1,200 students. The program is consistent with other recent FCPS school projects. Project cost estimates are based on previous construction bids and include: design and financing fees; furnishings; surveys; and other miscellaneous costs. The project is planned to start construction in December 2021. Final completion is planned for July 2023. On Tuesday, October 26, 2021, three (3) general contractors submitted proposals on a base bid with ten (10) alternate bids. The results of the bidding are as follows:

BIDDER	BASE BID	Alternate Bid Nos.	BASE BID plus Nos.
		3,4,5,6,7,8,9,10	3,4,5,6,7,8,9,10
1 D.W. Wilburn, Inc.	\$57,859,000	\$707,000	\$58,566,000
2 Rising Sun Developing	\$58,600,000	\$711,000	\$59,311,000
3 Messer Construction	\$60,800,000	\$643,000	\$61,443,000
Alternate #1=Plastic Laminate Casework; Alternate #2=Wood Casework; Alternate #3=Door Hardware; Alternate #4= Food Service Equip; Alternate #5=Controls; Alternate #6= Security System; Alternate #7=Cafeteria Terrazzo; Alternate#8= Fire Alarm; Alternate #9= Paging/Intercom System & IP Clocks; Alternate #10= Bi-polar Ionization			

**PROPOSAL:** Based on the review of these proposals, the FCPS staff and the design consultants recommend acceptance of the base bid with Alternates #3, 4, 5, 6, 7, 8, 9, and 10, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$58,566,000 (Fifty-eight Million, Five Hundred Sixty-six Thousand Dollars); and approve a revision to the BG-1 Project Application for a total of \$70,520,249.75 (Seventy Million, Five Hundred Twenty Thousand, Two Hundred Forty-nine Dollars and

Seventy-five Cents). (A separate bid has been obtained from U.S. Specialties that allows FCPS to purchase the higher quality plastic laminate (\$300,600) and wood casework (\$312,700) for the project for a total of \$613,300. This eliminates the need to accept Alternates 1 and 2.) The FCPS staff and the design consultants recommend approval of the proposed contract and revised BG-1. Upon the Board's approval, these documents will be submitted to the KDE District Facilities Branch for review and approval. Approval will allow the award of a contract for the new construction of New Middle School on Polo Club Boulevard to commence with minimal delay. Based on this recommendation, a revision to the BG-1 is required as follows:

	<b>Revised BG-1 (6/21)</b>	<b>Revised BG-1 Project Application</b>
Total Construction Cost:	\$38,434,506.72	\$58,566,000.00
Contingencies:	\$1,921,725.34	\$2,928,300.00
Architect/Engineer Fee:	\$1,844,856.32	\$2,871,855.52
Fiscal Agent Fee:	\$227,918.92	\$356,101.78
Bond Discount:	\$812,800.00	\$1,336,500.00
Equipment/Furnishings:	\$1,976,400.00	\$2,103,115.00
Equipment/Computers:	\$1,181,435.00	\$1,535,880.00
Technology Network Systems (KETS), Telephone, etc.:	\$254,850.00	\$308,650.00
Site Acquisition:	\$0	\$0
Site Survey:	\$10,000.00	\$28,700.00
Geotechnical Investigation:	\$15,000.00	\$8,500.00
Special Inspections:	\$201,938.56	\$97,030.00
Commissioning:	\$161,550.85	\$84,730.00
Advertising:	\$0	\$0
Printing:	\$43,417.00	\$64,000.00
HVAC Balancing / Geothermal Testing:	\$58,465.26	\$70,790.00
Storm Shelter Review / HBC Permit Fee:	\$34,500.00	\$38,097.45
Construction Photography & Graphics Pkg:	\$46,500.00	\$122,000.00
<b>Total Estimated Cost:</b>	<b>\$47,225,863.97</b>	<b>\$70,520,249.75</b>

**Policy: 702 KAR 4:160**

**Funding Source:**

<b>Fund</b>	<b>Org. Code</b>	<b>Object Code</b>	<b>Balance</b>
Local FSPK Bond	360	5110	\$66,825,000.00
Bond Issuance Premium	360	5120	\$3,695,249.75

**Attachment(s): Revised BG1 Form**

# BG1 Project Application Form (Revised)

## (Ref# 19029)

Form Status: Saved

Tier 1 Project: New Middle School at Polo Club Blvd

BG Number: 21-176

Status: Active

District: Fayette County (165)

Phase: Project Initiation ([View Checklist](#))

Construction Delivery Method

Procurement Standard

Reason for Revision

Emergency

General Contractor

Model Procurement

Post bid revision

No

## Project Type and Description

### Applicable Items

New Building	Yes
Addition	No
Major Renovation	No
GESC	No
Roofing	No
HVAC	No
ADA Compliance	No
Life Safety	No
Security	No
Water Bottle Filling Stations	No
Minor Project	No
New Relocatable Classroom	No
Equipment / Furnishings Procurement	No
Site Acquisitions	No

## District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 4/1/2017

DFP Priority

**1a.3** - New Middle School

Estimated Cost: \$25,861,914.00

Facility: No Data

Project Not Listed on DFP No

## Inventory

Facility Name

new school - Fayette County - DFP 02/01/13 - 1a.3 (B10002052)

## Scope

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### Provide a Complete Narrative of the Proposed Project

This project is a New Middle School to be located off of Polo Club Blvd. in Fayette County, Kentucky. We have seen continuous growth over many years and this new middle school be for 1200 students. We are constantly having to add mobile units to new buildings in order to meet our growth needs. It is our hope to have this building ready for occupancy in fall of 2023. Eventually another school building will be on this same site and a minimum amount of work will be done in order to accomodate that future building.

Work Related to Project But Excluded from this BG1 Scope

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

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Total Construction Cost	\$58,566,000.00
Construction Contingency	\$2,928,300.00
Architect / Engineer Fee	\$2,871,855.52
Construction Manager Fee	\$0.00
Fiscal Agent Fee	\$356,101.78
Bond Discount	\$1,336,500.00
Equipment / Furnishings	\$2,103,115.00
Equipment / Computers	\$1,535,880.00
Technology Network System (KETS)	\$308,650.00
Site Acquisition	\$0.00
Site Survey	\$28,700.00
Geotechnical Investigations	\$8,500.00
Special Inspections	\$97,030.00
Commissioning	\$84,730.00
Advertising	\$0.00
Printing	\$64,000.00

### Other Probable Costs

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Title	Amount
HVAC Balancing / Geothermal Teseting	\$70,790.00
Storm Shelter Review / HBC Permit Fee	\$38,097.45
Construction Photography / Graphics Pkg	\$122,000.00
Total Project Cost	\$70,520,249.75

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### Funds Available

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Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	\$66,825,000.00
Local General Fund Bond Sale	
Cash - SFCC Requirement	



Cash - Building Fund  
Cash - Capital Outlay  
Cash - Investment Earnings  
Cash - General Fund  
City - County - KYTC Reimbursement  
KETS  
Federal Funds  
External Partner Agreement

**Residual Funds**

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

**Other Available Funds**

Title	Amount
Bond Issuance Premium	\$3,695,249.75
No Data	
No Data	
Total Funds Available	\$70,520,249.75

**BG1 Signature Page (Online Form Ref# 19029)**

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

Superintendent	Date
Finance Officer	Date
Chairman	Date

NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, KDE -



**CONTRACT  
NEW MIDDLE SCHOOL AT POLO CLUB  
TEST AND BALANCE SERVICES  
FCPS RFP# 32-21**

THIS CONTRACT is entered into this 9th day of November, 2021 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and THERMAL BALANCE, INC., 109 Wind Haven Drive, Suite #101, Nicholasville, Kentucky 40356, hereinafter referred to as Second Party.

**PARTIES:**

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the professional services of a test and balance firm to perform test and balance services for the new construction of the New Middle School at Polo Club.

Second Party provides test and balance services as described herein.

**PURPOSE:**

The purpose of this contract is to provide test and balance services for the new construction of New Middle School at Polo Club.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in FCPS RFP #32-21 and the proposal from Thermal Balance, Inc. dated October 19, 2021, (approved by the Fayette Co. Board of Education on November 8, 2021) attached hereto and incorporated herein by reference.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$45,290.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$45,290.00.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expense at regular intervals. Original receipts will be provided for all expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. Contractor understands that pursuant to KRS 160.380, any adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly related to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a clear CA/N check.

13. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

14. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

16. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

17. This agreement will be in effect from November 30, 2021, through August 31, 2023, unless terminated by either party as defined in Paragraph 8.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY,  
KENTUCKY

  
\_\_\_\_\_  
Melinda Joseph-Dezarn      Date  
Director, Facility Design & Construction

\_\_\_\_\_  
Demetrus Liggins, PhD, Superintendent      Date

THERMAL BALANCE, INC.

\_\_\_\_\_  
Date

Date: October 19, 2021

AABC Certification #89-06-23

TBI Quote #Q136260

This quote is to perform the test and balance services per the *AABC Standards for Field Measurement and Instrumentation, Seventh Edition, 2016*. Any deviations or clarifications are listed below. This quote is valid for 30 days from the date of issuance and shall become an attachment to any contract provided. Unless noted below this price is based on an unoccupied facility and regular working hours. Fees for individually listed services are valid only on acceptance of the TAB contract.

**Project:** FCPS NEW MIDDLE SCHOOL -  
POLO CLUB BLVD  
LEXINGTON, KY

**Total:** \$45,290.00

**Drawings:** 9/27/21

### Provided Services:

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> Air Balance   | <input type="checkbox"/> Sound Testing     | <input checked="" type="checkbox"/> Cx Team Member | <input type="checkbox"/> System Analysis |
| <input checked="" type="checkbox"/> Water Balance | <input type="checkbox"/> Vibration Testing | <input type="checkbox"/> Pretesting                |  |

### Excluded Services:

1. Any sheaves, belts, balancing or control devices or installations thereof
2. Any lifts or scaffolding, as-builts, cleaning, lubing or uniform space temperature balancing
3. Any return trips for inoperable equipment, deficiencies, troubleshooting, report reviews, or final inspections
4. Any fees associated with subscriptions, memberships or 3rd party requirements

### Remarks:

- THIS QUOTE INCLUDES 40 HOURS FOR DUCT LEAKAGE TESTING. HOURLY RATE FOR DUCT TESTING - \$90.00
- A LIFT IS ALSO INCLUDED IN THIS PROPOSAL.

Prior to any scheduling, a purchase order must be sent to [contracts@thermalbalance.com](mailto:contracts@thermalbalance.com).

Nicholasville, KY 859.277.6158  
Paducah, KY 270.744.9723



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FAYETTE COUNTY PUBLIC SCHOOLS

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**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING:** Special Called

**DATE:** November 15, 2021

**TOPIC:** Approval of Contract for HVAC Testing and Balancing Services for the Construction of New Middle School at Polo Club BG 21-276

**PREPARED BY:** Myron Thompson, Chief Operating Officer @ 381-4165

**Recommended Action on:** 11/15/2021  
Action Item for Vote (SPECIAL CALLED MEETING)

**Superintendent Prior Approval:** Yes

**Recommendation/Motion:** Authorize the Superintendent to execute a contract with Thermal Balance in the amount of \$45,290.00 (Forty-five Thousand, Two Hundred Ninety Dollars) to perform the testing and balancing services outlined below, subject to review/approval of the FCPS General Counsel.

**Background/Rationale:** Similar to building commissioning, Testing, Balancing, Lubrication and Adjustments (TAB) is also part of the building code requirements of the 2012 International Energy Conservation Code (IECC) and the 90.1-2010 American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE). It is a required for the owner to hire a third party to do this in order to ensure that systems are installed properly and are performing at the optimal and most energy-efficient levels. If issues are found during the testing then, the TAB contractor works with the other contractors to ensure components meet the operational objectives required.

Request for Proposal #32-21 was solicited on October 1, 2021 and three (3) proposals were received for this project. Based on the design team's analysis of the proposals received, Thermal Balance appears to have met all of the project scope of work criteria and has submitted an acceptable and cost-efficient proposal. The total anticipated value of the services (\$45,290.00) needed for the project requires the approval of the Board.

Contractor	Proposal Amount
1. Thermal Balance	\$45,290.00
2. EBCO	\$52,500.00
3. Synergy	\$65,729.00

**Policy:** 01.11 – Powers and Duties of the Board

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	003610	21176	0349

**Attachments(s):** Contract with Thermal Balance

**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING:** Special Called

**DATE:** November 15, 2021

**TOPIC:** Approval of Third-Party Special Inspection Agreement for the Construction of New Middle School at Polo Club BG 21-276

**PREPARED BY:** Myron Thompson, Chief Operating Officer @ 381-4165

**Recommended Action on:** 11/15/2021  
Action Item for Vote (SPECIAL CALLED MEETING)

**Superintendent Prior Approval:** Yes

**Recommendation/Motion:** Authorize the Superintendent to execute a contract with L.E. Gregg Associates in the amount of \$97,030.00 (Ninety-seven Thousand, Thirty Dollars) to perform the third-party special inspections outlined below, subject to review/approval of the FCPS General Counsel.

**Background/Rationale:** The International Building Code as adopted by Kentucky requires the Owner of construction/renovation projects to contract directly with a qualified engineering firm that can act as a third-party Special Inspection Agent for the duration of a renovation/construction project. Previous editions of the code allowed the special inspector to be hired by the contractor. The current series of FCPS projects and all future projects will be required to have special inspectors hired directly by FCPS.

Several sections of the Kentucky Building Code require the special inspection of structural materials and their installation (i.e., concrete footings, bolted steel connections, masonry materials) prior to the work progressing to the next phase. This is meant to be a safeguard to Owner, the building occupants and the general public, and will help eliminate construction defects before structural components are concealed by finish materials.

Request for Proposal #30-21 was solicited on September 27, 2021 and five (5) proposals were received from qualified engineering firms to serve as the Special Inspection Agent. The special inspector must be available as soon as the contractor begins foundation work and whenever inspection activities are required by the code throughout the life of the project. Based on the design team's analysis of the proposals received, L.E. Gregg Associates appears to have met all of the project scope of work criteria and has submitted an acceptable and cost-efficient proposal. The total anticipated value of the services (\$97,030.00) needed for the project requires the approval of the Board.

<b>Contractor</b>	<b>Proposal Amount</b>
L.E. Gregg Associates	\$97,030.00
Geotechnology, LLC	\$99,000.00
Solid Ground Consulting Engineers, PLLC	\$132,000.00
S&ME, Inc.	\$180,000.00
Terracon	\$185,000.00

**Policy:** 01.11 – Powers and Duties of the Board

**Fiscal Impact:**

<u><b>Fund</b></u>	<u><b>Org. Code</b></u>	<u><b>Project Code</b></u>	<u><b>Object Code</b></u>
Construction 360	003610	21176	0349

**Attachments(s):** Contract



**CONTRACT  
SPECIAL INSPECTION SERVICES  
NEW MIDDLE SCHOOL AT POLO CLUB**

THIS CONTRACT is entered into this 9th day of November, 2021 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and L.E. GREGG ASSOCIATES, 2456 Fortune Drive, Suite 155 Lexington, Kentucky 40509, hereinafter referred to as Second Party.

**PARTIES:**

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the services of a special inspection agency for the New Elementary School at Polo Club project and has determined that this need cannot be met by existing district staff.

L.E. Gregg Associates provides structural testing, special inspections and foundation testing and has expertise or needed products as described herein.

**PURPOSE:**

The purpose of this contract is to provide structural testing, special inspections and foundation testing pursuant to Chapter 17 of the Kentucky Building Code as set out more specifically in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference. Additionally, at the end of each week, Second Party agrees to submit copies of the daily observation and testing activity reports to the First Party's on-site representative, the design professional in charge and the contractor. Periodic progress reports will be provided based on the distribution list agreed to at the Pre-construction meeting. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1704.1.2 Report Requirements.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$97,030.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$97,030.00.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expense at regular intervals. Original receipts will be provided for all expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. Contractor understands that pursuant to KRS 160.380, any adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly related to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a clear CA/N check.

13. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

14. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

16. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the

future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

17. This agreement will be in effect from November 9, 2021, through August 31, 2023, unless terminated by either party as defined in Paragraph 8.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY,  
KENTUCKY

  
\_\_\_\_\_  
Melinda Joseph-Dezarn      Date  
Director, Facility Design & Construction

\_\_\_\_\_  
Demetrus Liggins, PhD, Superintendent      Date

L.E. GREGG ASSOCIATES

\_\_\_\_\_  
Jason Ainslie, P.E., President      Date

October 20, 2021

Melinda Joseph-Dezarn  
Fayette County Public Schools  
450 Park Place  
Lexington, Kentucky 40511

**Re: Proposal for Material Testing, Special Inspections, and Structural Observations  
New Fayette County Middle School (C21-144)  
Polo Club Blvd, Lexington, KY**

Mrs. Joseph-Dezarn,

L.E. Gregg Associates is honored to provide this special inspection lump sum proposal, based upon the **New Fayette County Middle School** (Polo Club Blvd.) RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020 for providing material testing and special inspections in Lexington, KY (Fayette County).

L.E. Gregg has worked with clients, to build relationships since 1957 through responsiveness, honesty, and integrity. Our reputation and quality work results in clients knowing we are trustworthy, and the project is streamlined. *LE Gregg provided the Geotechnical Investigation and would continue the seamless transition for Special Inspections.* No project is too small or too large, they receive the same level of professional service. The scopes of services that can be provided are listed below:



### **PROJECT DESCRIPTION**

The project site is located along Polo Club Blvd., Lexington KY, and will be comprised of new construction. These special inspection services are intended to comply with Chapter 17 of the 2018 Kentucky Building Code (KBC), specification 014110, ICC 500-2014, and the project plans, as listed below. L.E. Gregg has experience with the requirements of the applicable sections of the KBC and the project plans and specifications and can provide qualified personnel to perform these services.

**SCOPE OF SERVICES:** The scope of services is defined by Chapter 17 of the KBC, ICC 500-2014, and specification 014110. The services may include, but are not limited to, the following:

**Soil Construction/ Materials Testing (KBC 1705.6)**

1. Monitor proof-rolling of the exposed soils after the site has been stripped to locate areas that may require undercutting.
2. Perform Nuclear Density Testing and observe proof-rolling of the soil fill.
3. Monitor any undercutting operations to determine when the acceptable materials are exposed.
4. Sanitary and Storm Utilities, Structures and Piping (*to comply with LFUGG requirements*).
5. Subgrade surfaces: Bearing tests, 1 test for each 2,000sqft of questionable surface for structure slabs and paved areas (*per RFP, sheet 3 D*)
6. Compaction operations Test each lift, periodic inspection and testing during site area filling and compaction for structure slabs and paved areas, 1 test for each 5,000sqft of each 8" lift (*min of 2 tests per lift*). Foundation and retaining wall 2 test locations min.

**GC OPTIONAL - Micropiles Construction (KBC 1705.8)**

1. Observe and test the bottom of the excavation of each drilled pier before the placement of concrete. If an unsuitable bearing stratum is encountered, L.E. Gregg will notify the Architect.
2. L.E. Gregg will perform "Special Inspections" on concrete and reinforcing steel following Kentucky Building Codes - Concrete Construction (Chapter 17, Section 1704.4).
3. A report will be prepared for each drilled pier with the following information:
  - A. Actual top and bottom elevations
  - B. Top of rock elevation; Description, location, and dimensions of obstructions
  - C. Final top centerline location
  - D. Variation of the shaft from plumb
  - E. Date and time of starting and completing the excavation
  - F. Design and tested bearing capacity of bottom
  - G. Depth of rock socket
  - H. Levelness of bottom and adequacy of the cleanout
  - I. Groundwater conditions
  - J. Description, diameter, top, and bottom elevations of temporary or permanent casings
  - K. Soil or water movement, sidewall stability, loss of ground, and means of control
  - L. Position of reinforcing steel
  - M. Concrete placing method, including elevation of consolidation and delays
  - N. Elevation of concrete during removal of casings
  - O. Remarks, unusual conditions encountered, and deviations from requirements
  - P. Concrete testing results

**Concrete Construction (KBC 1705.3)**

1. Perform observations of reinforcing steel and placement for foundation construction.
2. Sample and perform tests on plastic concrete in the field which includes slump, air content, temperature, and other tests required by the project specifications.
3. Construct 4 x 8-inch specimens for compressive strength testing.
4. Inspect bolts to be installed in concrete before and during placement of concrete where allowable loads have been increased.

5. Verify the use of the required design mix.
6. Inspect formwork for the shape, location, and dimensions of the concrete formwork.

#### **Foundation Construction (KBC 1704.7)**

1. Monitor any undercutting operations to determine when the acceptable materials are exposed.
2. Perform dynamic cone penetrometer (DCP) tests, as access and safety permits, on the bearing soils within excavated footings at a rate of 1 test per 20 linear feet and/or 1 per column footing.
3. Probe bearing soils in between DCP test locations to check if soils are suitable for the design bearing capacity.
4. Grade beam form, re-steel, and concrete.
5. Stem wall form, re-steel, and concrete.

#### **Masonry Construction (KBC 1705.4)**

1. Observe the consistency of site-prepared mortar; placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
2. Continuous observation of the placement of grout.
3. Observe construction of structural elements; to verify proper size, grade, and type of reinforcement and protection of masonry during cold weather or hot weather.
4. Observe construction to verify the type, size grade, and location of anchors.
5. Observe preparation of required grout specimens and/or mortar specimens.

#### **Structural Steel (KBC 1705.3)**

1. Perform a fabricator shop inspection to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed per the approved documents. (KBC Chapter 17, Section 1704.2)
2. Perform field inspections to verify the steel framing complies with the approved documents.
3. Perform field inspections of single-pass fillet welds 5/16" or less for each connection and floor and deck welds in the field as required to conform to AWS D1.1.
4. Perform field inspections of high-strength bolted connections and field inspection of slip-critical connections. L.E. Gregg will observe a minimum of 10 percent of the bolts for proper torque with a calibrated torque wrench.
5. Perform field inspections of complete and partial penetration groove welds and for multi-pass and single-pass fillet welds 5/16" or greater and floor and roof decking welds. L.E. Gregg will also provide (as required) nondestructive testing for the complete penetration welds.
6. Perform Steel frame joint observation and testing for bracing and stiffening member locations, and application of joint details for each connection.

#### **Wood Construction (KBC 1704.6)**

1. Perform field inspections to verify the wood framing complies with the approved documents.

#### **Cold Form Steel Light Frame (KBC 1705.10.2)**

1. Perform field inspections to verify the Cold Form Metal framing complies with the approved documents, bracing, metal gauge, yield strength, screw size, and penetration.

<b>Fire-Resistant Penetrations and Joints (KBC 1705.16)</b>
---

1. Perform inspections following ASTM E 2174 and E 2393 for each type of penetration.
2. Provide daily inspection reports for each location.
3. All penetrations will be compared again either the tested and listed assembly type or the manufacturer's installation procedures.

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*Clarification:*

- 1) Micropiles – are listed as General Contractor optional, as per Addenda 2, item 2.23 and pre-construction Zoom meeting on October 7<sup>th</sup> and Option 2 on sheet S-201 (Addenda 2) "*contractor can use in lieu of flowable fill or concrete*"...
- 2) No Fabrication Shop (*unless not Certified-billed at Unit Rates, Fab Shop cost*)
- 3) No Trench Rock (*observation and quantity verification, can be provided at Unit Rates*)

The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted, these will be performed at mutually agreed prices.

**CONTRACTOR RESPONSIBILITIES**

The contractor is responsible to ensure L.E. Gregg (Special Inspector) is present for all work requiring special inspection and material testing. Any work that requires special inspection and is performed without the Special Inspector being present, could result in the work being reconstructed.

**SIGNAGE**

Also, L.E. Gregg respectfully requests to place a sign on the jobsite, stating "Special Inspections provided by L.E. Gregg", with our company information and logo. L.E. Gregg will provide this sign at no cost and will install, and reclaim it at the end of the project, at a designated area approved by the design team, unless local ordinances or codes do not permit it.

### **PROJECT APPROACH**

A careful review of the construction documents and the sequencing of tasks has been a touchstone in determining L.E. Gregg's approach to providing the special inspections and materials testing for the **New Fayette County Middle School** project. In determining both the scope and the appropriate staffing levels and RFP, we are basing our proposal on the following:

- L.E. Gregg is estimating **257** working days onsite for personnel.
- The installation of micropiles, masonry walls for structural support, during the site preparation phase, have not been finalized.
- **\$12,163,000** – Micropiles/Grade Beams (*Cost Estimate, if GC chooses Option 2*)
- **0.18% Proposed percentage of construction cost (518 calendar days)**  
(Optional to to consider)

Accordingly, we have prepared our conceptual budget:

- **257** days Field Representative on site  
Including **32** hours standby (wasted trips or delays) by GC (*per RFP*)
  - **22** days Certified Welding Inspector
  - **4** days Ultrasonic testing of moment welds
  - **8** days IFC Certified Firestop Inspector:
  - **98** sets of five (5) 4" x 8" concrete cylinders
  - Project Management, Professional Engineering, Report Review
  - Laboratory services (proctors, compressive testing of concrete & grout)
  - All mileage, oversite, and other administrative costs
- Note: for a detailed listing of scope per structure please see the scope breakdowns below.*

### **1,193 Total Hours**

**1,098** Technician hours

**32** Standby (wasted trip/delay) hours

**63** Professional services hours

**\$84,867.00** Dollars – **Lump Sum Total · Special Inspections and Materials Testing**

**\$330.22±** - Avg cost per site visit/inspection (*no half day charges, no full day charges*)



### **SCHEDULING**

L.E. Gregg will provide personnel for this project at the request of your representatives and requests a 24-hour notice before providing on-call personnel to enable work to be scheduled efficiently. L.E. Gregg's contact person for scheduling is:

Chris Manning  
[cmanning@legregg.com](mailto:cmanning@legregg.com)  
859-252-7558 (office)  
859-559-7308 (cell) text/voice

### **AUTHORIZATION**

Please refer to the attached document for L.E. Gregg's terms and conditions.

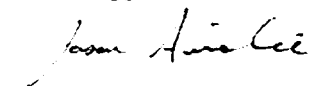
L.E. Gregg Associates shall reserve full rights for use of the project for marketing purposes. This includes, but is not limited to, publication in mass media and trade publications, submissions to awards programs, and inclusion in L.E. Gregg Associates' marketing materials and website. Project location, budgets, and client identity will be withheld at the client's request

If this proposal and the terms and conditions meet with your approval, please so indicate by signing and returning one (1) copy to L.E. Gregg's office. This will act as authorization to proceed with personnel and equipment per your request and schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

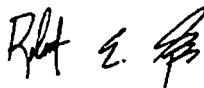
If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,

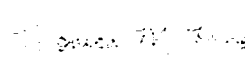
L.E. Gregg Associates



Jason Ainslie, P.E.  
President



Robert E. Lyons  
Project Manager



Monica King  
Marketing Director



Chris Sanders  
Firestop

The **lump sum proposal** total for this project is **\$84,867.00** dollars. This estimate is based RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020. Any additional services will be billed at unit rates.

<b>Special Inspections · Materials Testing Conceptual Budget</b>	
<b>New Fayette County Middle School</b>	<b>Hrs./Days</b>
Polo Club Blvd., Lexington, KY	(estimated)
<b>QA/QC · Civil/Site (Materials Testing)</b>	<b>\$15,520.00</b>
Grading/Soil ( <i>Fill, Lifts/Proof-Rolls, Densities</i> ) – 20 days/80hrs	\$3,820.00
Parking ( <i>Proof-Roll, Subgrade prep, Density</i> ) – 3 days/8hrs @ \$45.00/hr.	\$1,080.00
Sanitary/Storm ( <i>LFUCC, DCP, Bedding, Pipe, Structures</i> ) – 14 days/8hrs @ \$45.00/hr.	\$5,040.00
Sidewalks/Landings ( <i>DCP, wwf, Concrete</i> ) – 8 days/4hrs @ \$45.00/hr.	\$1,440.00
Asphalt/Prep ( <i>Temps, Densities, Tons, Proof-rolls</i> ) – 9 days/8hrs @ \$45.00/hr.	\$3,240.00
Nuclear Gauge Equipment Fee – 18 days @ \$50.00/day	\$900.00
<b>Building (Special Inspections)</b>	<b>\$44,950.00</b>
Soils/Nuclear Density ( <i>Subgrade, Densities, Proof-roll</i> ) – 12 days/80hrs	\$3,600.00
Footings ( <i>DCPs/Rock, Re-steel, Concrete</i> ) – 28 days/4hrs @ \$45.00/hr.	\$5,040.00
Masonry ( <i>Mortar, Re-steel, Horiz Reinforcement, Grout</i> ) – 48 days/4hrs @ \$45.00/hr.	\$8,640.00
ICF/Stem/Retaining Walls ( <i>Re-steel, Concrete</i> ) – 35 days/4hrs @ \$45.00/hr.	\$6,300.00
Storm/Tornado Shelter ( <i>PE Onsite</i> ) – 6 days/4hrs @ \$125.00/hr.	\$3,000.00
Concrete Slabs ( <i>Proof-roll, Subgrade, Re-steel</i> ) – 14 days/6hrs @ \$45.00/hr.	\$3,780.00
Pre-Cast ( <i>Anchors, Welds, Framing, Grout</i> ) – 8 days/4hrs @ \$45.00/hr.	\$2,240.00
Floor Flatness/Non-Shrink Grout/Cylinder pickups – 18 trips	\$2,910.00
CWI ( <i>Framing, Welds, Moments, Bolts, Anchors, Decking</i> ) – 23 days/4hrs @ \$70.00/hr.	\$5,040.00
UT Non – Destructive Testing / trip @ \$460.00/trip	\$1,840.00
Firestop – 8 days/4 hrs. @ \$80.00/hr.	\$2,560.00
<b>Laboratory Testing</b>	<b>\$11,014.00</b>
Concrete cylinders – 87 sets @ \$52.00/set	\$4,524.00
Grout Prisms – 48 sets @ \$100.00/set	\$4,800.00
Non-Shrink Grout Prisms – 4 sets @ \$100.00/set	\$400.00
Mortar Prisms – 3 sets @ \$120.00/set	\$360.00
CMU Block Verification – 2 set @ \$400.00/set	\$800.00
Proctor classification (Soil) – 1 set @ \$130.00/set	\$130.00
<b>Professional Services</b>	<b>\$13,383.00</b>
Principal Engineer - 19 hours @ \$120.00/hr.	\$2,280.00
Project Engineer – 10 hours @ \$85.00/hr.	\$850.00
Clerical - 5 hours at \$40.00/hr.	\$200.00
Project Manager - 40 hours at \$70.00/hr.	\$2,800.00
Wasted Trips · 32hrs <i>per RFP, sheet 2 A, "for wasted trips or delays"</i>	\$1,440.00
Allowance · \$3,500 <i>per RFP, sheet 2 B, "IF needed for Design Team or Owner re-testing"</i>	\$3,500.00
Travel Charges - 257 trips @ 15 miles R/T @ \$0.60 /mile	\$2,313.00
<b>Lump Sum Estimate Total</b>	<b>\$84,867.00</b>



Date: _____	
<b>L.E. Gregg Associates</b> (hereafter " <b>L.E. Gregg</b> ")	Client Name: <b>Fayette County Public Schools</b> (hereafter " <b>Client</b> ") <i>Melinda Joseph-Dezarn</i>
Address: <b>2456 Fortune Drive Suite</b> <b>Lexington, KY 40509</b>	Address: <b>450 Park Place</b> <b>Lexington, Kentucky 40511</b>
Telephone: <b>859-252-7558</b> Fax: 859-255-0940	Email: <a href="mailto:melinda.josephdezarn@fayette.kyschools.us">melinda.josephdezarn@fayette.kyschools.us</a>
<u>PROJECT</u>	
<b>New Fayette County Middle School</b>	
<b>SERVICES TO BE RENDERED</b>	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
<b>\$84,867.00 · Lump Sum Total</b>	Expires Ninety (90) Days from the date of the proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

Client: \_\_\_\_\_ L.E. Gregg Associates

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print Name and Title) (Print Name and Title)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Client's DIGITAL signature to be treated as an original signature.**

Based upon the anticipated duration of the project, invoices will be submitted at the first of each month for the services performed during that period.

Attachments: Unit Fee Schedule  
Proposal Acceptance Sheet  
Terms and Conditions

## Unit Rate Schedule

<b><u>Professional Services</u></b>	<b><u>Unit Rate</u></b>
<b>Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour .....	\$ 45.00*
<b>Senior Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour .....	\$ 60.00
<b>Structural Steel/Certified Welding Inspector</b> , as required by the building code, portal to portal, regular time, per hour.....	\$ 70.00
<b>Certified Firestop Inspector</b> , as required by the building code, portal to portal, regular time, per hour.....	\$ 80.00
<b>Clerical</b> , per hour .....	\$ 40.00
<b>Project Manager</b> , per hour .....	\$ 70.00
<b>Senior Project Manager</b> , per hour.....	\$ 100.00
<b>Project Engineer</b> , per hour.....	\$ 85.00
<b>Principal Engineer</b> , per hour .....	\$ 120.00
<b>Overtime</b> (To be billed at 1.5 times the unit rates quoted above for any time in excess of 8hrs/day, weekend, or holiday work.....	1.5 x unit rate

\* 3 Hour minimum may apply

<b><u>Lab Fees, Transportation, and Expenses</u></b>	<b><u>Unit Rate</u></b>
<b>Mileage Charge*</b> .....	\$ 0.60 /mile
<b>*Travel time will be billed in addition to mileage charges at the applicable unit rate listed above</b>	
<b>Per Diem</b> (If overnight stay is required) .....	\$ 190.00
<b>Compressive Strength Concrete Cylinders</b> , each.....	\$ 11.00
<b>Compressive Strength Concrete Cylinders by others</b> , each.....	\$ 16.00
<b>Compressive Strength Grout 4x8 Prisms</b> , each.....	\$ 25.00
<b>Compressive Strength Mortar Cubes</b> , each.....	\$ 20.00
<b>Moisture Content of Soils</b> and Visual/Manual Classification, each.....	\$ 12.00
<b>Atterberg Limits</b> (LL, PL, and PI), each.....	\$ 60.00
<b>Particle Size Analysis</b> of Soil Suite, includes 3 items below, .....	\$ 140.00
1. Washed Sieve Analysis .....	\$ 45.00
2. Hydrometer .....	\$ 45.00
3. Specific Gravity .....	\$ 50.00
<b>Soils Finer than #200</b> .....	\$ 45.00
<b>Floor Flatness Profiler Equipment</b> (Actual Cost plus 15 percent)	
<b>Standard Proctor</b> .....	\$ 130.00
<b>Modified Proctor</b> .....	\$ 145.00
<b>CBR, two points</b> .....	\$ 200.00
<b>Coring Machine Rental</b> , per day (Generator may be required at cost +15%) .....	\$ 350.00
<b>Nuclear Density Gauge</b> , for Compaction Testing, per day .....	\$ 50.00

*Effective March 7, 2021*



# **TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

L.E. Gregg Associates (L.E. Gregg) shall perform the services defined in the attached proposal at the rates stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). L.E. GREGG will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

### 2. RIGHT OF ENTRY

Client grants to L.E. GREGG the right of entry to the project site by its employees, agents, and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If client does not own the site, Client warrants and represents to L.E. GREGG that it has the authority and permission of the owner and occupant of the site to grant right of entry to L.E. GREGG.

### 3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to L.E. GREGG payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

### 4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, L.E. GREGG makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by L.E. GREGG to Client. Client agrees to give L.E. GREGG written notice of any breach or default under this section and to give L.E. GREGG a reasonable opportunity to cure such breach or default, without the payment of additional fees to L.E. GREGG, as condition precedent to any claim for damages.

### 5. INSURANCE AND GENERAL LIABILITY

L.E. GREGG maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. L.E. GREGG has insurance coverage under general liability, property damage, and professional liability, which L.E. GREGG deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. L.E. GREGG may provide additional insurance coverage beyond stated limits at the Client's request and expense.

### 6. RISK ALLOCATION

Due to the very limited benefit L.E. GREGG will derive

from this project compared to that of other parties involved, including the Client, Client agrees to limit L.E. GREGG'S liability to Client or any other party using or relying on L.E. GREGG'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in L.E. GREGG'S performance, or other legal theory such that the total aggregate liability of L.E. GREGG to all those named shall not exceed L.E. GREGG'S project fee for the services rendered on this project.

### 7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event L.E. GREGG determines there may be a significant risk that L.E. GREGG'S fees may not be paid on a timely basis, L.E. GREGG may suspend performance and/or retain any reports, work products, or other information until Client provides L.E. GREGG with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

### 8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal, or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of L.E. GREGG.

### 9. SAFETY

L.E. GREGG'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with L.E. GREGG'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of L.E. GREGG, nor the presence of L.E. GREGG'S employees and its subcontractors shall be construed to imply that L.E. GREGG has any responsibility for any activities on the site, which are performed by personnel other than L.E. GREGG'S employees or subcontractors.

**10. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against L.E. GREGG arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless L.E. GREGG shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in L.E. GREGG'S performance or other breach.

**11. CONSEQUENTIAL DAMAGES**

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

**12. DELAYS IN WORK**

L.E. GREGG will charge the Client at standard rates for stand-by or non-productive time for delays in L.E. GREGG'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

**13. SAMPLING OR TEST LOCATION(S)**

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in L.E. GREGG'S report, are based on information furnished by others and/or estimates made by L.E. GREGG'S personnel and are only considered approximations, unless otherwise stated. L.E. GREGG may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by L.E. GREGG and its subcontractors, and that the data interpretations and recommendations of L.E. GREGG'S and its subcontractors are based solely on the information available to them. L.E. GREGG will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by L.E. GREGG and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and

reported.

**14. DISPUTE RESOLUTION**

Any claim or dispute made against L.E. GREGG for inadequate, negligent, or improper performance of services by L.E. GREGG pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and L.E. GREGG further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

**15. FAILURE TO FOLLOW RECOMMENDATIONS**

Client will not hold L.E. GREGG or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from failure to follow L.E. GREGG'S or its subcontractors' recommendations. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold L.E. GREGG harmless from any claim, liability for injury, or business loss that results from failure to follow L.E. GREGG'S recommendations.

**16. FORCE MAJEURE**

Neither Client nor L.E. GREGG shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

**17. RIGHT TO STOP OR DIRECT WORK**

Since L.E. GREGG'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, L.E. GREGG shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to L.E. GREGG personnel or its subcontractors' personnel. Neither shall L.E. GREGG be responsible for the possible consequences of not issuing a stop-work order. L.E. GREGG will only report to Client regarding the quality of the work L.E. GREGG has performed or been contracted to observe and monitor

**18. FIELD MONITORING AND CONTROL**

L.E. GREGG shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures.



L.E. GREGG shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. L.E. GREGG'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. L.E. GREGG'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that L.E. GREGG is responsible for observing all activities and personnel at the project site. If L.E. GREGG is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against L.E. GREGG and agrees to indemnify, defend, and hold L.E. GREGG harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with L.E. GREGG's work, are only intended to mean periodic observation or monitoring of the project work as outlined in L.E. GREGG'S proposed and contracted scope of work.

#### **19. RETESTING AND RE-MONITORING**

L.E. GREGG is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event L.E. GREGG's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, L.E. GREGG will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

#### **20. SITE WORK**

L.E. GREGG will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by L.E. GREGG'S negligence will be restored at L.E. GREGG'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

#### **21. UTILITIES**

In the execution of any subsurface exploration, L.E. GREGG will take reasonable precautions to avoid damage to subterranean structures or utilities of which L.E. GREGG has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless L.E. GREGG from and against any claims, losses, or damages incurred or asserted against L.E. GREGG related to Client's failure to mark, protect, inform, or advise L.E. GREGG of underground structures or utilities, unless stated in our contracted scope of services.

#### **22. SAMPLES**

L.E. GREGG and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting L.E. GREGG'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of L.E. GREGG'S work can be made at the Client's expense upon written request.

#### **23. ROOF CUTS**

If roof cuts are authorized by the Client in L.E. GREGG'S contracted scope of work, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, L.E. GREGG may make temporary repairs at the time of sampling and inspection, which may result in additional charges. L.E. GREGG personnel are not certified in roofing repair and, under no circumstances, will be responsible for the adequacy and water tightness of the temporary repairs, nor shall L.E. GREGG be responsible for any water damage to the roofing system, building, or its contents resulting from L.E. GREGG's temporary repairs.

#### **24. AQUIFER CONTAMINATION**

Client waives any claim against L.E. GREGG, and agrees to hold harmless, defend, and indemnify L.E. GREGG from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to L.E. GREGG'S negligence or willful acts.

#### **25. HAZARDOUS SUBSTANCES**

Client agrees to advise L.E. GREGG, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of L.E. GREGG'S or its subcontractors' equipment. Furthermore, any equipment of L.E. GREGG'S or its subcontractors' contaminated during L.E. GREGG's services which cannot be reasonable decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives any claim against L.E. GREGG and its subcontractors and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claims, business loss, or liability for injury arising from L.E. GREGG'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to

L.E. GREGG'S failure to properly execute the proposed



and contracted scope of work set forth in this contract.

**26. ENVIRONMENTAL PROBLEMS**

L.E. GREGG and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of L.E. GREGG'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in L.E. GREGG'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. L.E. GREGG shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in

L.E. GREGG'S proposed and contracted scope of work. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

**27. ENVIRONMENTAL INDEMNITY**

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by L.E. GREGG'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that L.E. GREGG or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

L.E. GREGG or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of L.E. GREGG or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by

L.E. GREGG shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless L.E. GREGG from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of L.E. GREGG during the execution of its proposed and contracted scope of work.

**28. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by L.E. GREGG in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of L.E. GREGG. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by L.E. GREGG, and waives liability against L.E. GREGG for their use. Further, client agrees to waive any claim against L.E. GREGG and to indemnify, defend, and hold harmless L.E. GREGG from any and all claims arising out of any use, not authorized in writing by L.E. GREGG, of these documents by third parties not related to this agreement.

**29. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards L.E. GREGG'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against L.E. GREGG and its subcontracts and agrees to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding L.E. GREGG'S or its subcontractors' recommendations of reporting.

Revised July 2018



# **INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		<b>CONTACT NAME:</b> Robert Blain <b>PHONE (A/C, No, Ext):</b> (859)233-1461 <b>FAX (A/C, No):</b> (859)281-9450 <b>E-MAIL ADDRESS:</b> rblain@altorstrick.com	
<b>INSURED</b> JJI Inc., DBA: L E Gregg Associates 2456 Fortune Drive Suite 155 Lexington KY 40509		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Grange Insurance Company <b>INSURER B:</b> Continental Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 14050 35289	

## COVERAGES

CERTIFICATE NUMBER: 2021-2022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPP2336308	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA3184538	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2625460	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			679316911	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	Valuable Papers & Records Cov. On Premises			CPP2336308	10/10/2021	10/10/2022	Valuable Papers \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

INSURED'S COPY INFORMATIONAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> AI Torstrick Insurance Agency Inc 343 Waller Avenue  Lexington KY 40504		<b>CONTACT NAME:</b> Allison Johnson <b>PHONE (A/C, No, Ext):</b> (859)233-1461 <b>E-MAIL ADDRESS:</b> ajohnson@altorstrick.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Grange Insurance Company <b>INSURER B:</b> Grange Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 14060 35289
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## COVERAGES

CERTIFICATE NUMBER: 2020-2021

ISSUANCE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE CERTIFICATE HOLDER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER COVERS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP2336308-13	10/10/2020	10/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA318450	10/10/2020	10/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP2625	10/10/2020	10/10/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DEFERRED OPERATIONS below	Y/N Y	A	679316911	10/10/2020	10/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Valuable Papers & Records Cov. On Premises			CPP2336308-13	10/10/2020	10/10/2021	Valuable Papers \$500,000

DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

INSUREDS COPY INFORMATIONAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Robert Blum</i>
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**RESOLUTION OF OFFICIAL INTENT OF THE FAYETTE COUNTY  
BOARD OF EDUCATION TO FINANCE THE CONSTRUCTION AND  
EQUIPPING OF A NEW MIDDLE SCHOOL FROM THE PROCEEDS OF  
A PROPOSED ISSUE OF TAX-EXEMPT REVENUE BONDS.**

WHEREAS, Treasury Regulations §1.150-2 (the "Reimbursement Regulations"), issued pursuant to §150 of the Internal Revenue Code of 1986, as amended (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under §150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of §§103 and 141 through 150 of the Code are not subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that the Borrower (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that the Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Allocation must be made no later than three (3) years after such Capital Expenditure was paid; and

WHEREAS, the Fayette County Board of Education (the "Borrower") wishes to ensure compliance with the Reimbursement Regulations.

NOW, THEREFORE, be it Resolved by the Board of Education of Fayette County, Kentucky, as follows:

**Section 1. Definitions.** The following definitions apply to the terms used herein:

*"Allocation"* means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to effect the reimbursement of the Borrower for such payments.

*"Borrower"* means the Fayette County Board of Education, a political subdivision of the Commonwealth of Kentucky.

*"Capital Expenditures"* means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as costs of issuing Reimbursement Bonds.

*"Declaration of Official Intent"* means a written declaration that the Borrower intends to fund a Capital Expenditure with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

*"Reimbursement"* means restoration to the Borrower of money temporarily advanced from other funds of the Borrower to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

*"Reimbursement Bonds"* means Obligations that are issued to reimburse the Borrower for Capital Expenditures previously paid by or for the Borrower.

*"Reimbursement Regulations"* means Treasury Regulations §1.150-2 and any amendments thereto or superseding regulation, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations when allocated or applied to a reimbursement will be treated as "spent" for purposes of §§103 and 141 through 150 of the Code.

## **Section 2. Declaration of Official Intent.**

(a) The Borrower declares that it reasonably expects that the Capital Expenditures described in Section (b), which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing of the Borrower in a principal amount anticipated not to exceed \$\_\_\_\_\_.

(b) The Capital Expenditures to be reimbursed are to be used for the construction and equipping of a new Middle School located in Fayette County, Kentucky.

(c) The fund or account from which the Capital Expenditures will be paid and which will be reimbursed from the proceeds of Obligations is the General Fund of the Borrower.

**Section 3. Reasonable Expectations.** The Borrower does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Borrower or any other entity affiliated with the Borrower, with respect to the Capital Expenditures described in Section 2(b) hereof.

**Section 4. Effective Date.** This Resolution shall be effective from and after its date of adoption.

Adopted at a duly convened meeting of the Board of Education of Fayette County, Kentucky on November 8, 2021.

BOARD OF EDUCATION OF FAYETTE  
COUNTY, KENTUCKY

By \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATE**

I, the undersigned Secretary of the Board of Education of Fayette County, Kentucky, certify that the foregoing is a true and correct copy of a Resolution passed at a duly convened meeting of the Board held on November 8, 2021, at which a quorum was present, and that said Resolution has not been amended, modified, revoked or repealed and is now in full force and effect, all as appears from the official records of the Board in my custody and under my control.

WITNESS my hand as Secretary of the Board of Education of Fayette County, Kentucky this November 8, 2021.

\_\_\_\_\_  
Secretary



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FAYETTE COUNTY PUBLIC SCHOOLS

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**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING:** Special Called Meeting

**DATE:** 11/15/2021

**TOPIC:** Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.

**PREPARED BY:** Kyna Koch, Chief Financial Officer @ 381-4165

**Recommended Action on:** 11/15/2021

**Action Item for Vote (Special Called Meeting)**

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the Resolution relating to financing the construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.

**Background/Rationale:** The Board desires and intends to finance up to \$\_\_\_\_\_ of the costs of the construction of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky through the issuance of one or more series of revenue bonds by the Board's corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes. Pending issuance of the Bonds, the Board desires to proceed with payment of certain costs of the Project from existing or borrowed funds, with the reasonable expectation of being reimbursed for such expenditures from the proceeds of the Bonds.

**Policy:** Board Policy 01.11 General Powers and Duties of the Board

**Fiscal Impact:** None

**Attachments(s):** Agenda Board of Education Reimbursement Resolution (1) - Series 2021C -version 1 November 15, 2021.pdf



RESOLUTION OF BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY, RELATING TO THE  
ISSUANCE OF FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION SCHOOL BUILDING  
REVENUE BONDS, SERIES 2021C

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), desires to direct the Fayette County School District Finance Corporation (the “**Corporation**”) to issue its School Building Revenue Bonds, Series 2021C (the “**Series 2021C Bonds**”), for the purpose of paying the costs (not otherwise paid) of (a) the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky (the “**Project**”) for the Board of Education; and

WHEREAS, the Board of Education has caused or will cause title to the Project, including its respective sites, to be conveyed to the Corporation; and

WHEREAS, the construction, equipping, use and occupancy of the Project by the Board of Education are necessary to provide adequate educational facilities and to promote the general welfare of the school children in the Fayette County School District, and the annual revenues of the Board of Education are sufficient to permit payment from such revenues of the annual rentals for the use and occupancy of the Project as hereinafter provided to be leased and rented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, AS FOLLOWS:

Section 1. The facts and statements contained in the foregoing preamble of this Resolution, including the terms defined therein, are hereby affirmed and incorporated as a part of this Resolution.

Section 2. It is hereby found and declared to be necessary, advantageous and in the public interest that the Board of Education direct the Corporation to undertake the construction and equipping of the Project, to acquire and hold title to the Project and to lease the Project to the Board of Education for the Board’s use and occupancy. The Chairperson, Vice Chairperson, or other appropriate officers of the Board of Education are hereby authorized to cause the Project, including the sites of the Project, to be conveyed to the Corporation (to the extent not previously conveyed). The sites of the Project are described in the corresponding Contract of Lease and Rent herein approved.

Section 3. The Board of Education hereby directs that the Corporation ratify, approve, and accept the appointment of Robert W. Baird & Co. Incorporated, as financial advisor, in accordance with the agreement previously made by the Board of Education, and Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, to be paid from the proceeds of the Series 2021C Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary

to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

Section 4. Each of the Chairperson and the Vice Chairperson is hereby authorized and directed to execute for and on behalf of the Board of Education the Contract of Lease and Rent with the Corporation in connection with the Project in substantially the form submitted herewith (and adopted as a part hereof), with such changes as the authorized officer of the Board of Education may approve on behalf of the Board of Education, as evidenced by his or her execution of the final instruments.

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Revenue Bonds, Series 2021C, to be dated as of such date as may be set by the President, Treasurer, or Secretary of the Corporation, in the aggregate principal amount not to exceed \$\_\_\_\_\_ ; (b) for application of the proceeds of sale of the Series 2021C Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2021C Bonds (the "**Bond Resolution**") for the purposes of financing the costs of construction and equipping of the Project (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2021C Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2021C Bonds or the interpretation or enforcement of any document or obligation associated therewith; and (c) for executing and delivering on behalf of the Corporation the proposed Contract of Lease and Rent as herein approved.

Section 6. When the Series 2021C Bonds have been sold, the Chairperson, Vice Chairperson, Treasurer, Secretary, and other appropriate officers of the Board of Education, and each of them, are authorized to take such actions as may be necessary or desirable to carry out the issuance of the Series 2021C Bonds. The Board of Education specifically authorizes its officers to take such actions under the terms of the representations, warranties, and covenants contained in the Contracts of Lease and Rent, hereinabove approved, as may be required to comply with the provisions of the United States Internal Revenue Code of 1986, as amended, in respect of the exclusion from gross income for federal income tax purposes of interest on the Series 2021C Bonds, and the applicable rules of the Securities and Exchange Commission.

Section 7. It is acknowledged that in connection with the sale of the Series 2021C Bonds a Preliminary Official Statement and a final Official Statement (collectively the "**Official Statement**") of the Corporation, as issuer of the Series 2021C Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2021C Bonds is hereby approved and the Chairperson or Secretary may execute the same on behalf of the Board of Education. The Preliminary

Official Statement is hereby declared to be in form “deemed final” for purposes of SEC Rule 15c2-12(b)(1), but is subject to amendment, revision, and completion in the final Official Statement.

Section 8. The Board of Education hereby covenants and agrees that it will, before the issuance of the Series 2021C Bonds, execute and deliver a Continuing Disclosure Certificate, as described in the Official Statement, and further will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. However, any failure of the Board of Education to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or under the Contract of Lease and Rent herein approved. Any bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Board of Education to comply with its obligations under the Continuing Disclosure Certificate.

Section 9. The Board of Education hereby appropriates from its funds available for school building purposes a sum equal to the amount by which the aggregate of all costs of the Project, when finally determined, may exceed the proceeds of the Series 2021C Bonds. When the Series 2021C Bonds have been sold and the interest rates are established, the aggregate of all such costs shall be determined, which costs shall include among other things the amounts of the purchase price of the Project, the fees of the financial advisor and bond counsel, and a reasonable allowance for appurtenances and contingencies. The Treasurer is authorized to pay over from time to time such amount in excess of Bond proceeds for deposit in the Corporation’s School Building Construction Fund, Series 2021C, created in the Bond Resolution, or otherwise for payment of costs of the construction, renovation, installation, and equipping of the Project, without further authorization or order of the Board of Education.

Section 10. The Treasurer is authorized to establish and transfer each year to the “School Building Fund” in accordance with KRS 160.476 sufficient general fund moneys to meet the debt service requirement on the Series 2021C Bonds in each year the Contract of Lease and Rent are in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

Section 11. This Resolution shall take effect from and after its passage.

(Signature page immediately follows)

Adopted on November 8, 2021.

---

Tyler Murphy, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

---

Demetrus Liggins, Secretary  
Board of Education of  
Fayette County, Kentucky

#### CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened regular meeting of the Board of Education held on November 8, 2021, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this November 8, 2021.

---

Demetrus Liggins, Secretary  
Board of Education of  
Fayette County, Kentucky

**STAFF CONTACT:** Myron Thompson, Chief Operating Officer

**POLICY REFERENCE:** 01.11 (General Powers and Duties of the Board)

**RECOMMENDATION:** A motion is in order to:

“Adopt the resolution of the Board of Education related to issuance of the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C”



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FAYETTE COUNTY PUBLIC SCHOOLS

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**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING: Special Called Meeting**

**DATE: 11/15/2021**

**TOPIC: Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C**

**PREPARED BY: Kyna Koch, Chief Financial Officer @ 381-4165**

**Recommended Action on: 11/15/2021**

**Action Item for Vote (Special Called Meeting)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve a Resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C in the aggregate principal amount not to exceed \$\_\_\_\_\_ for the purposes of paying the costs (not otherwise paid) of the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky (the “Project”) for the Board of Education.**

**Background/Rationale: The Board desires and intends to finance up to \$\_\_\_\_\_ of the costs of the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky through the issuance of Series 2021C revenue bonds by the Board’s corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes.**

**Policy: Board Policy 01.11 General Powers and Duties of the Board**

**Fiscal Impact: Increase Debt Service Liability**

**Attachments(s): Agenda Board of Education Resolution (2) - Series 2021C Bonds - version 1 November 15, 2021.pdf**



FAYETTE COUNTY PUBLIC SCHOOLS

**Demetrus Liggins, PhD**  
**Superintendent**

November 12, 2021

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION VIA VIDEO TELECONFERENCE**

The undersigned Secretary of Fayette County School District Finance Corporation (the "Corporation") hereby gives notice to the Board of Directors of the Corporation that a special meeting of the Board of Directors of the Corporation has been called by the Corporation's President. The Fayette County School District Finance Corporation will conduct a meeting on Monday, November 15 at 6:00 P.M., EST, after Board discussion for the purpose of taking appropriate official action on: (a) approving minutes of the last meeting; and, if necessary, (b) approving a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C for (1) financing the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky and ; (2) paying related costs, such sale and issuance being contingent upon the granting of an approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents; and; (c) approving members of Finance Corporation.

The meeting will be live-streamed at [fcps.net/virtual](http://fcps.net/virtual) meeting for public viewing. In the alternative, pursuant to KRS 61.826(2) (b), the John D. Price Building, 450 Park Place, Room 150 is hereby designated as the primary location of the meeting at which members of the public can also watch the live stream of the video-teleconference meeting.

Sincerely,

Demetrus Liggins, PhD  
Secretary

Notice of the special meeting was emailed to the following on November 11, 2021.

Editor, The Courier Journal, News Director, WKYT-TV, Editor, The Lexington Herald-Leader News Director, WTVQ-TV, News Director, WUKY Radio, News Director, WLEX-TV; Jennifer Bolander, Fayette County Board of Education Presidents, F.C.E.A. and 16<sup>th</sup> District PTA, Lexington Herald-Leader Valarie Honeycutt-Spears, Amber Smith- Spectrum TV, LFUCG info,-Lex Legends, Business Lexington, Charter Communications, Claire Kopsky, Crystal Sicard (Charter), David Bivona; Hamburg Journal; John Lynch Josh James (UK); Key Newsjournal, Khyati Patel - Spectrum 1; Kristy Wheeler; La Voz; Magazine, Mary Meehan; Spanish radio, Spectrum News 1, Stu Johnson; The Lane Report (biz), Timothy Meredith (Charter), TV channel 18, TV channel 27, TV channel 36; Valarie Honeycutt Spears, Wave3, WLAP radio, WUKY, WUKY radio, WVLK radio; & Fox 56 WDKY

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Tyler Murphy, Chair • Amy Green, Vice Chair • Tom Jones • Christy Morris • Stephanie Spires

Superintendent Demetrus Liggins, PhD

450 Park Place, Lexington, Kentucky 40511 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)



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FAYETTE COUNTY PUBLIC SCHOOLS

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Physical address;  
Fayette County Public Schools  
450 Park Place  
Lexington, KY 40511

Mailing address:  
Fayette County Public Schools  
PO Box 55490  
Lexington, KY 40555

**Fayette County School  
District Finance Corporation  
Special Meeting – 6:00 p.m.  
John D. Price Building Room 150 – November 15, 2021**

A. Call to order by the President, Tyler Murphy at \_\_\_\_\_PM.

B. A motion is in order to:  
Approve the minutes of the March 22, 2021 meeting.

Moved by\_\_\_\_\_, Seconded by\_\_\_\_\_Vote\_\_\_\_\_

C. A motion is in order to:  
Approve a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C in the amount not to exceed \$\_\_\_\_\_ for financing the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky and paying related costs; providing for the creation of a fund to pay the interest on and principal of the series 2021C bonds as and when they become due; authorizing the execution of a lease of certain school properties to the Board of Education of Fayette County; providing for a public, competitive sale of the series 2021C bonds and authorizing related documents and actions.

Moved by\_\_\_\_\_, Seconded by \_\_\_\_\_Vote \_\_\_\_\_

D. Motion is in order to Confirm the following individuals as officers of the Corporation  
Tyler Murphy President, Amy Green Vice President, Demetrus Liggins Secretary.  
And Kyna Koch Treasurer

Moved by\_\_\_\_\_, Seconded by \_\_\_\_\_Vote \_\_\_\_\_

- E.** Motion is in order to Confirm that all authority conferred by the foregoing motion shall be deemed retroactive and any and all acts by Demetrus Liggins performed by him as Secretary prior to the adoption of said motion are hereby ratified, affirmed and approved

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

- F.** Motion to adjourn:

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ Vote \_\_\_\_\_



**RESOLUTION OF OFFICIAL INTENT OF THE FAYETTE COUNTY  
BOARD OF EDUCATION TO FINANCE THE CONSTRUCTION AND  
EQUIPPING OF A NEW MIDDLE SCHOOL FROM THE PROCEEDS OF  
A PROPOSED ISSUE OF TAX-EXEMPT REVENUE BONDS.**

WHEREAS, Treasury Regulations §1.150-2 (the "Reimbursement Regulations"), issued pursuant to §150 of the Internal Revenue Code of 1986, as amended (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under §150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) and paid before the issuance of such Obligations may be deemed "spent" for purposes of §§103 and 141 through 150 of the Code; and

WHEREAS, such Reimbursement Regulations require that the Borrower (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that the Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Allocation must be made no later than three (3) years after such Capital Expenditure was paid; and

WHEREAS, the Fayette County Board of Education (the "Borrower") wishes to ensure compliance with the Reimbursement Regulations.

NOW, THEREFORE, be it Resolved by the Board of Education of Fayette County, Kentucky, as follows:

**Section 1. Definitions.** The following definitions apply to the terms used herein:

*"Allocation"* means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to effect the reimbursement of the Borrower for such payments.

*"Borrower"* means the Fayette County Board of Education, a political subdivision of the Commonwealth of Kentucky.

*"Capital Expenditures"* means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as costs of issuing Reimbursement Bonds.

*"Declaration of Official Intent"* means a written declaration that the Borrower intends to fund a Capital Expenditure with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

*"Reimbursement"* means restoration to the Borrower of money temporarily advanced from other funds of the Borrower to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

*"Reimbursement Bonds"* means Obligations that are issued to reimburse the Borrower for Capital Expenditures previously paid by or for the Borrower.

*"Reimbursement Regulations"* means Treasury Regulations §1.150-2 and any amendments thereto or superseding regulation, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations when allocated or applied to a reimbursement will be treated as "spent" for purposes of §§103 and 141 through 150 of the Code.

## **Section 2. Declaration of Official Intent.**

(a) The Borrower declares that it reasonably expects that the Capital Expenditures described in Section (b), which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing of the Borrower in a principal amount anticipated not to exceed \$75,000,000.

(b) The Capital Expenditures to be reimbursed are to be used for the construction and equipping of a new Middle School located in Fayette County, Kentucky.

(c) The fund or account from which the Capital Expenditures will be paid and which will be reimbursed from the proceeds of Obligations is the General Fund of the Borrower.

**Section 3. Reasonable Expectations.** The Borrower does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Borrower or any other entity affiliated with the Borrower, with respect to the Capital Expenditures described in Section 2(b) hereof.

**Section 4. Effective Date.** This Resolution shall be effective from and after its date of adoption.

Adopted at a duly convened meeting of the Board of Education of Fayette County, Kentucky on November 15, 2021.

BOARD OF EDUCATION OF FAYETTE  
COUNTY, KENTUCKY

By \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATE**

I, the undersigned Secretary of the Board of Education of Fayette County, Kentucky, certify that the foregoing is a true and correct copy of a Resolution passed at a properly convened meeting of the Board held on November 15, 2021, at which a quorum was present, and that said Resolution has not been amended, modified, revoked or repealed and is now in full force and effect, all as appears from the official records of the Board in my custody and under my control.

WITNESS my hand as Secretary of the Board of Education of Fayette County, Kentucky this November 15, 2021.

\_\_\_\_\_  
Secretary

RESOLUTION OF BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY, RELATING TO THE  
ISSUANCE OF FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION SCHOOL BUILDING  
REVENUE BONDS, SERIES 2021C

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), desires to direct the Fayette County School District Finance Corporation (the “**Corporation**”) to issue its School Building Revenue Bonds, Series 2021C (the “**Series 2021C Bonds**”), for the purpose of paying the costs (not otherwise paid) of (a) the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky (the “**Project**”) for the Board of Education; and

WHEREAS, the Board of Education has caused or will cause title to the Project, including its respective sites, to be conveyed to the Corporation; and

WHEREAS, the construction, equipping, use and occupancy of the Project by the Board of Education are necessary to provide adequate educational facilities and to promote the general welfare of the school children in the Fayette County School District, and the annual revenues of the Board of Education are sufficient to permit payment from such revenues of the annual rentals for the use and occupancy of the Project as hereinafter provided to be leased and rented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, AS FOLLOWS:

Section 1. The facts and statements contained in the foregoing preamble of this Resolution, including the terms defined therein, are hereby affirmed and incorporated as a part of this Resolution.

Section 2. It is hereby found and declared to be necessary, advantageous and in the public interest that the Board of Education direct the Corporation to undertake the construction and equipping of the Project, to acquire and hold title to the Project and to lease the Project to the Board of Education for the Board’s use and occupancy. The Chairperson, Vice Chairperson, or other appropriate officers of the Board of Education are hereby authorized to cause the Project, including the sites of the Project, to be conveyed to the Corporation (to the extent not previously conveyed). The sites of the Project are described in the corresponding Contract of Lease and Rent herein approved.

Section 3. The Board of Education hereby directs that the Corporation ratify, approve, and accept the appointment of Robert W. Baird & Co. Incorporated, as financial advisor, in accordance with the agreement previously made by the Board of Education, and Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, to be paid from the proceeds of the Series 2021C Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary

to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

Section 4. Each of the Chairperson and the Vice Chairperson is hereby authorized and directed to execute for and on behalf of the Board of Education the Contract of Lease and Rent with the Corporation in connection with the Project in substantially the form submitted herewith (and adopted as a part hereof), with such changes as the authorized officer of the Board of Education may approve on behalf of the Board of Education, as evidenced by his or her execution of the final instruments.

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Revenue Bonds, Series 2021C, to be dated as of such date as may be set by the President, Treasurer, or Secretary of the Corporation, in the aggregate principal amount not to exceed \$75,000,000; (b) for application of the proceeds of sale of the Series 2021C Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2021C Bonds (the "**Bond Resolution**") for the purposes of financing the costs of construction and equipping of the Project (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2021C Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2021C Bonds or the interpretation or enforcement of any document or obligation associated therewith; and (c) for executing and delivering on behalf of the Corporation the proposed Contract of Lease and Rent as herein approved.

Section 6. When the Series 2021C Bonds have been sold, the Chairperson, Vice Chairperson, Treasurer, Secretary, and other appropriate officers of the Board of Education, and each of them, are authorized to take such actions as may be necessary or desirable to carry out the issuance of the Series 2021C Bonds. The Board of Education specifically authorizes its officers to take such actions under the terms of the representations, warranties, and covenants contained in the Contracts of Lease and Rent, hereinabove approved, as may be required to comply with the provisions of the United States Internal Revenue Code of 1986, as amended, in respect of the exclusion from gross income for federal income tax purposes of interest on the Series 2021C Bonds, and the applicable rules of the Securities and Exchange Commission.

Section 7. It is acknowledged that in connection with the sale of the Series 2021C Bonds a Preliminary Official Statement and a final Official Statement (collectively the "**Official Statement**") of the Corporation, as issuer of the Series 2021C Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2021C Bonds is hereby approved and the Chairperson or Secretary may execute the same on behalf of the Board of Education. The Preliminary

Official Statement is hereby declared to be in form “deemed final” for purposes of SEC Rule 15c2-12(b)(1), but is subject to amendment, revision, and completion in the final Official Statement.

Section 8. The Board of Education hereby covenants and agrees that it will, before the issuance of the Series 2021C Bonds, execute and deliver a Continuing Disclosure Certificate, as described in the Official Statement, and further will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. However, any failure of the Board of Education to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or under the Contract of Lease and Rent herein approved. Any bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Board of Education to comply with its obligations under the Continuing Disclosure Certificate.

Section 9. The Board of Education hereby appropriates from its funds available for school building purposes a sum equal to the amount by which the aggregate of all costs of the Project, when finally determined, may exceed the proceeds of the Series 2021C Bonds. When the Series 2021C Bonds have been sold and the interest rates are established, the aggregate of all such costs shall be determined, which costs shall include among other things the amounts of the purchase price of the Project, the fees of the financial advisor and bond counsel, and a reasonable allowance for appurtenances and contingencies. The Treasurer is authorized to pay over from time to time such amount in excess of Bond proceeds for deposit in the Corporation’s School Building Construction Fund, Series 2021C, created in the Bond Resolution, or otherwise for payment of costs of the construction, renovation, installation, and equipping of the Project, without further authorization or order of the Board of Education.

Section 10. The Treasurer is authorized to establish and transfer each year to the “School Building Fund” in accordance with KRS 160.476 sufficient general fund moneys to meet the debt service requirement on the Series 2021C Bonds in each year the Contract of Lease and Rent is in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

Section 11. This Resolution shall take effect from and after its passage.

(Signature page immediately follows)

Adopted on November 15, 2021.

---

Tyler Murphy, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

---

Demetrus Liggins, Secretary  
Board of Education of  
Fayette County, Kentucky

#### CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened meeting of the Board of Education held on November 15, 2021, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this November 15, 2021.

---

Demetrus Liggins, Secretary  
Board of Education of  
Fayette County, Kentucky

**STAFF CONTACT:** Myron Thompson, Chief Operating Officer

**POLICY REFERENCE:** 01.11 (General Powers and Duties of the Board)

**RECOMMENDATION:** A motion is in order to:

“Adopt the resolution of the Board of Education related to issuance of the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C”

## **BOND RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2021C, FOR THE PURPOSES OF FINANCING THE CONSTRUCTION AND EQUIPPING OF A NEW MIDDLE SCHOOL AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021C BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.**

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Adopted November 15, 2021



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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2021C, FOR THE PURPOSES OF FINANCING THE CONSTRUCTION AND EQUIPPING OF A NEW MIDDLE SCHOOL AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021C BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.**

**PREAMBLE**

**WHEREAS**, all capitalized terms used in this preamble shall have the meanings set forth in **EXHIBIT A** attached hereto; and

**WHEREAS**, the Board of Education of Fayette County, Kentucky has directed the Fayette County School District Finance Corporation to finance the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky which is within the boundaries of the Fayette County School District (the "Project"); and

**WHEREAS**, the Corporation will assist in providing funds to pay costs (to the extent not otherwise provided to be paid) of the construction and equipping of the Project, and the plans and specifications of the construction and equipping of the Project have been filed in the office of the Board of Education and approved by the Board of Education and by the State Department of Education; and

**WHEREAS**, the Board of Education has caused or will cause the title to the Project and its site to be conveyed to the Corporation and the Board of Education has agreed to continue to use and to occupy the Project pursuant to the terms of a Contract of Lease and Rent as hereinafter provided, and said instrument has been examined and is now found and declared to be in conformity with statutory requirements; and

**WHEREAS**, in order to pay the costs of the construction and equipping and related costs of the Project, it has been determined to be necessary to issue the Series 2021C Bonds, all pursuant to and as permitted by KRS Sections 162.120 through 162.300 and KRS 162.385.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AS FOLLOWS:**

**Section 1. Affirmation Of Preamble Recitals; Authorization Of Series 2021C Bonds.**

All statements and recitals set forth in the preamble of this Resolution are hereby affirmed and adopted as a part of this Resolution.

For the purposes recited in the preamble hereof and pursuant to the Constitution and laws of the Commonwealth, particularly KRS 162.120 through 162.300 and KRS 162.385, there are hereby authorized to be issued Series 2021C Bonds in an aggregate principal amount not to exceed \$75,000,000 provided that such aggregate principal amount offered for sale may be increased or decreased by any amount (in \$5,000 denominations) so long as the maximum principal amount authorized hereunder is not exceeded upon the sale of the Series 2021C Bonds, by the Corporation's Financial Advisor, acting on the Corporation's behalf, as hereinafter provided in Section 16 hereof.

**Section 2. Description Of Series 2021C Bonds.**

(a) **Payment Of Principal And Interest; Other Provisions.** The Series 2021C Bonds shall be dated the date of original issuance and delivery and shall bear interest payable on each June 1<sup>st</sup> and December 1<sup>st</sup>, beginning on June 1, 2022 or such other date as may be determined in accordance with Section 16 hereof, to maturity or redemption and payment of the Series 2021C Bonds. Interest on each Series 2021C Bond not registered in Book-Entry Form to a Securities Depository shall be paid by check drawn upon the Paying Agent and Bond Registrar, to be designated as hereinafter described, and mailed to each Registered Holder at the address of such Registered Holder as it appears on the registration books of the Paying Agent and Bond Registrar. Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, is hereby designated and appointed as the Paying Agent and Bond Registrar.

The principal of the Series 2021C Bonds not registered in Book-Entry Form to a Securities Depository shall be payable to the respective Registered Holders without exchange or collection charges, in lawful money of the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated office of the Paying Agent and Bond Registrar. The Series 2021C Bonds shall be issued and reissued by the Paying Agent and Bond Registrar from time to time only as fully registered bonds without coupons in the denominations of \$5,000 and any integral multiple thereof, as hereinafter provided. Unless the Corporation shall otherwise direct, the Series 2021C Bonds shall be numbered separately from 1 upward.

Principal of and interest on Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Paying Agent and Bond Registrar to the Securities Depository or its Securities Depository Nominee.

The Series 2021C Bonds shall bear interest at a rate or rates to be established by the Corporation on the basis of competition after the Series 2021C Bonds are offered for sale at an advertised, public, competitive sale as hereinafter provided. The Record Date is to be used for the

purpose of determining the Registered Holder to whom interest shall be payable on the next succeeding interest payment date, and the Paying Agent and Bond Registrar may treat for such purpose the person in whose name any Series 2021C Bond is registered on the Record Date as the Registered Holder thereof. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2021C Bonds shall mature and/or be subject to mandatory redemption on June 1 and/or December 1 of the years set forth in the documentation described in Section 16 hereof relating to the sale of the Series 2021C Bonds, provided that final maturity of the Series 2021C Bonds shall not be later than December 1, 2046, and shall bear interest payable semiannually on June 1 and December 1 of each year at an interest rate or rates to be fixed by the Corporation as a result of the advertised sale of the Series 2021C Bonds.

All of the Series 2021C Bonds, together with interest thereon, shall be payable only out of the Sinking Fund, hereinafter created, and shall be a valid claim of the Registered Holder thereof only against the Sinking Fund and the revenues of the Project pledged to the Sinking Fund.

**(b) Series 2021C Bonds Issued In Book-Entry Form.** The Series 2021C Bonds shall initially be issued in Book-Entry Form and registered in the name of the Securities Depository or the Securities Depository Nominee as provided in this Section 2(b). Except when the Series 2021C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2021C Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2021C Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company, which shall be the initial Securities Depository. Each of the Corporation's President, Treasurer, or Secretary is authorized to approve and execute on the Corporation's behalf a letter of representations or other appropriate instrument with The Depository Trust Company (to which the Paying Agent and Bond Registrar may also be a party) relating to the issuance and administration of the Series 2021C Bonds in Book-Entry Form.

Except when the Series 2021C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2021C Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Corporation or to a nominee of such successor Securities Depository.

As to any Series 2021C Bond, the person in whose name the Series 2021C Bond shall be registered shall be the Registered Holder and the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Series 2021C Bond shall be made only to or on the order of the Registered Holder thereof or its legal representative.

Neither the Corporation nor the Paying Agent and Bond Registrar shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2021C Bonds;

(ii) the delivery to any Participant, any beneficial owner of the Series 2021C Bonds, or any other person, other than the Securities Depository, of any notice with respect to the Series 2021C Bonds; or

(iii) the payment to any Participant, any beneficial owner of the Series 2021C Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal or interest on the Series 2021C Bonds.

So long as any Series 2021C Bonds are registered in Book-Entry Form, the Corporation and the Paying Agent and Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner and the Registered Holder of such Series 2021C Bonds for all purposes whatsoever, including:

(i) the payment of principal and interest on the Series 2021C Bonds;

(ii) giving notices of redemption and other matters with respect to the Series 2021C Bonds;

(iii) registering transfers with respect to the Series 2021C Bonds;

(iv) selection of Series 2021C Bonds for redemption; and

(v) for purposes of obtaining any consents under this Resolution.

If at any time the Securities Depository notifies the Corporation that it is unwilling or unable to continue as Securities Depository with respect to the Series 2021C Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the Corporation within ninety days after the Corporation receives notice or becomes aware of such condition, as the case may be, then this Section 2(b) shall no longer be applicable and the Corporation shall execute and the Paying Agent and Bond Registrar shall authenticate and deliver certificates representing the Series 2021C Bonds to the Registered Holders.

Payment of principal of and interest on any Series 2021C Bonds not registered in Book-Entry Form shall be made as provided in Section 2(a) hereof.

### **Section 3.      Redemption Of Series 2021C Bonds.**

**(a)      Mandatory Sinking Fund Redemption.** If the successful bidder and original purchaser of the Series 2021C Bonds so elects in accordance with the provisions of Section 16 hereof and as may be provided in the official action of the Corporation's President, Treasurer, or Secretary awarding the Series 2021C Bonds to such original purchaser, the Series 2021C Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser shall be combined to comprise the maturities of Term Bonds as set out in said successful bid and in said official action; and such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable December 1<sup>st</sup> at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in said official action.

**(b)      Optional Redemption.** The Series 2021C Bonds shall be subject to optional redemption by the Corporation, at its option, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot in such manner as the Paying Agent and Bond Registrar may determine) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The optional redemption date shall be determined by the Treasurer of the Corporation and set forth in the Official Terms and Conditions of Bond Sale for the Series 2021C Bonds.

The Series 2021C Bonds being optionally redeemed shall be called for redemption by the Paying Agent and Bond Registrar as herein provided upon receipt by the Paying Agent and Bond Registrar at least thirty-five days before the redemption date of a certificate of the Corporation or the Board of Education specifying the principal amount and maturities of the Series 2021C Bonds so to be called for redemption and the applicable redemption price or prices.

**(c)      Other Redemption Provisions.** The Paying Agent and Bond Registrar shall cause notice of the call for any redemption, identifying the Series 2021C Bonds or portions thereof (\$5,000 or any integral multiple thereof) to be redeemed, to be sent by first class mail at least thirty days but no more than sixty days before the date fixed for redemption to the Registered Holder of each Series 2021C Bond to be redeemed at the address shown on the registration books maintained by the Paying Agent and Bond Registrar. Failure to give such notice by mailing or any defect therein in respect of any Series 2021C Bond shall not affect the validity of any proceedings for the redemption of any other Series 2021C Bond. Any notice mailed as provided in this Section 3(c) shall be conclusively presumed to have been duly given, irrespective of whether the Registered Holder receives the notice.

In the case for an optional redemption pursuant to this Section, the notice of redemption may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Registrar no later than the redemption date or (ii) that the Corporation retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional or

extraordinary redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded in writing, and disseminated to each Owner in accordance with the procedures set forth in this Section, no later than 7 days prior to the redemption date.

Upon the giving of notice and the deposit of adequate funds in the Sinking Fund for redemption of Series 2021C Bonds, interest on the Series 2021C Bonds or portions thereof so called for redemption shall cease to accrue after the date fixed for redemption. No payment of principal or interest shall be made by the Paying Agent and Bond Registrar upon any Series 2021C Bond or portion thereof called for redemption until such Series 2021C Bond or portion thereof shall have been delivered to the Paying Agent and Bond Registrar for payment or cancellation, or the Paying Agent and Bond Registrar shall have received the items required by Section 6 hereof with respect to any mutilated, lost, stolen, or destroyed Series 2021C Bond.

A portion of any Series 2021C Bond subject to redemption may be redeemed, but Series 2021C Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Series 2021C Bond for redemption in part only, the Corporation shall execute and the Paying Agent and Bond Registrar shall register, authenticate, and deliver to the holder thereof, within a period of three days from surrender of such Series 2021C Bond to the Paying Agent and Bond Registrar, at the Corporation's expense, a new Series 2021C Bond or Series 2021C Bonds of the same maturity, of authorized denominations, and in aggregate principal amount equal to the unredeemed portion of the Series 2021C Bond surrendered.

With reference to Section 16 hereof, the date of competitive sale of the Series 2021C Bonds shall be authorized and set by the Corporation's President, Treasurer, or Secretary, upon the advice of the Financial Advisor, provided the date of the competitive sale of the Series 2021C Bonds shall not occur after December 31, 2022. As provided in Section 16 hereof, the Corporation's President, Treasurer, or Secretary, upon the advice of the Financial Advisor, may adjust or alter some or all of the foregoing terms and provisions of the Series 2021C Bonds, including the date of the Series 2021C Bonds, the principal maturity schedule and the optional redemption dates, and the related terms and provisions of the Contract of Lease and Rent.

**Section 4. Execution Of Series 2021C Bonds; Limited Obligation.** The Series 2021C Bonds shall be executed on the Corporation's behalf by the manual or reproduced facsimile signature of its President and shall have impressed or imprinted thereon either a true impression or a reproduced facsimile of the Corporation's official seal and shall be attested with the manual or reproduced facsimile signature of its Secretary. An authorized facsimile signature shall have the same force and effect as a manual signature. In case any officer of the Corporation whose signature or a facsimile of whose signature shall appear on the Series 2021C Bonds shall cease to be such officer before the delivery of such Series 2021C Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.



The Series 2021C Bonds are not and shall never in any event become general obligations of the Corporation or the Board of Education but are special and limited obligations of the Corporation payable solely from the Sinking Fund as hereinafter provided, and the Sinking Fund and the revenues of the Project are hereby specifically assigned and pledged to the Bondholders for the amortization of the Series 2021C Bonds in the manner and to the extent provided herein. The Series 2021C Bonds and the interest thereon shall never constitute a debt, indebtedness or pledge of the faith and credit of the Corporation or the Board of Education within the meaning of any provision or limitation of the Constitution or statutes of the Commonwealth, and shall not constitute or give rise to a pecuniary liability of the Corporation or the Board of Education or a charge against the general credit of either or against the taxing power of the Board of Education. The Corporation shall not be obligated to pay the principal of the Series 2021C Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

**Section 5. Form Of Series 2021C Bonds.** The Series 2021C Bonds shall be issued only in the form of bonds registered as to payment of both principal and interest in substantially the following form, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution, set forth at **EXHIBIT B** attached hereto.

**Section 6. Mutilated, Lost, Stolen, Or Destroyed Series 2021C Bonds.** If any Series 2021C Bond is mutilated, lost, stolen, or destroyed, the Corporation may execute and the Paying Agent and Bond Registrar may authenticate and deliver a new Series 2021C Bond of like series, date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Series 2021C Bond, such Series 2021C Bond shall first be surrendered to the Paying Agent and Bond Registrar, and in the case of any lost, stolen, or destroyed Series 2021C Bond, there shall be first furnished to the Corporation and the Paying Agent and Bond Registrar evidence of such loss, theft, or destruction satisfactory to them and such indemnity as the Corporation and the Paying Agent and Bond Registrar may require. If any such Series 2021C Bond shall have matured, in lieu of issuing a duplicate Series 2021C Bond, the Corporation may pay the same without surrender thereof. The Corporation and the Paying Agent and Bond Registrar may charge the holder or owner of such Series 2021C Bond their reasonable fees and expenses in this connection.

**Section 7. Registration, Authentication, Transfer, And Exchange Of Series 2021C Bonds.** So long as any Series 2021C Bonds remain outstanding, the Paying Agent and Bond Registrar shall keep and maintain at its designated office, complete registration books for the Series 2021C Bonds and shall provide for the registration and transfer of Series 2021C Bonds in accordance with the terms of this Resolution. Each Series 2021C Bond shall be authenticated by the Paying Agent and Bond Registrar. Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2021C Bond shall be transferable only upon the presentation and surrender thereof at the principal office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. Upon receipt of any such Series 2021C Bond, duly

endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Bond Registrar shall transfer such Series 2021C Bond within a period of three days by reissuing such Series 2021C Bond, duly executed by the Corporation and authenticated by the Paying Agent and Bond Registrar, and delivering the same to the new Registered Holder thereof forthwith.

The Paying Agent and Bond Registrar shall not be required to transfer or exchange any Series 2021C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2021C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if such Series 2021C Bond has been selected or called for redemption in whole or in part.

Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2021C Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2021C Bond or Series 2021C Bonds of the same maturity, in the denomination of \$5,000 or an integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2021C Bond or Series 2021C Bonds presented for exchange. The Paying Agent and Bond Registrar shall and is hereby authorized to authenticate and deliver Series 2021C Bonds delivered in exchange for surrendered Series 2021C Bonds in accordance herewith. Each Series 2021C Bond delivered in exchange for a surrendered Series 2021C Bond shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2021C Bond or Series 2021C Bonds in lieu of which any Series 2021C Bond is delivered in exchange. Any Series 2021C Bonds surrendered for exchange shall be cancelled by the Paying Agent and Bond Registrar and the Paying Agent and Bond Registrar shall maintain a complete record of all exchanges, transfers and cancellations of Series 2021C Bonds and shall make a report thereof to the Corporation on not less than an annual basis.

Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, no service charge or other transfer fee shall be charged to any Bondholder in connection with any transfer or exchange of a Series 2021C Bond. However, the Registered Holder of any Series 2021C Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of any Series 2021C Bond.

**Section 8. Destruction of Series 2021C Bonds.** Whenever any outstanding Series 2021C Bond shall be delivered to the Paying Agent and Bond Registrar for cancellation thereof pursuant to this Resolution, upon payment of the principal amount or interest represented thereby or for replacement or exchange, such Series 2021C Bonds, following such replacement or exchange, shall be promptly cancelled and destroyed by the Paying Agent and Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Paying Agent and Bond Registrar to the Corporation.

All Series 2021C Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Paying Agent and Bond Registrar in accordance with this Section 8.

**Section 9. Appointment And Duties Of Paying Agent And Bond Registrar.** The Corporation hereby appoints Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, as Paying Agent and Bond Registrar for the Series 2021C Bonds. Pursuant to a Paying Agency Agreement, the Paying Agent and Bond Registrar shall maintain a complete and current record of each Series 2021C Bond issued, the name and address of each Registered Holder of any Series 2021C Bonds, and such additional information as may be required for compliance with applicable laws and regulations. The Paying Agent and Bond Registrar will also make all payments of interest on the Series 2021C Bonds and pay principal on the Series 2021C Bonds as herein provided.

The recitals of fact herein and in the Series 2021C Bonds contained shall be taken as the statements of the Corporation and the Paying Agent and Bond Registrar assumes no responsibility for the correctness of the same. The Paying Agent and Bond Registrar makes no representations as to the validity or sufficiency of this Resolution or of any Series 2021C Bonds issued hereunder or in respect of the security afforded by this Resolution, and the Paying Agent and Bond Registrar shall not incur any responsibility in respect thereof. The Corporation shall, however, be responsible for its representations contained in the Series 2021C Bonds. The Paying Agent and Bond Registrar shall not be under any responsibility or duty with respect to the issuance of the Series 2021C Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Paying Agent and Bond Registrar shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Paying Agent and Bond Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Paying Agent and Bond Registrar may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Bond Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any fund, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Corporation and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent and Bond Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidences as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Paying Agent and Bond Registrar shall be sufficiently executed if executed in the Corporation's name by its President, Secretary, or Treasurer. The Paying Agent and Bond

Registrar may execute any of its trusts or powers and perform any of its duties under this Resolution by or through attorneys, agents or employees.

The Corporation shall pay to the Paying Agent and Bond Registrar from time to time reasonable compensation for all services rendered under this Resolution and the Paying Agency Agreement, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. The Corporation further agrees to indemnify and hold the Paying Agent and Bond Registrar harmless against any losses, claims, damages, fines, penalties, expenses (including reasonable attorneys' fees and expenses), and liabilities that the Paying Agent and Bond Registrar may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct. This indemnification shall survive the termination of this Resolution.

The Paying Agent and Bond Registrar may become the owner of any Series 2021C Bonds, with the same rights it would have if it were not the Paying Agent and Bond Registrar. The Paying Agent and Bond Registrar and any other fiduciary may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Series 2021C Bonds or this Resolution, whether or not any such committee shall represent the holders of a majority in principal amount of the Series 2021C Bonds then outstanding.

Any entity into which the Paying Agent and Bond Registrar may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion, or consolidation to which it shall be a party or any entity to which the Paying Agent and Bond Registrar may sell or transfer all or substantially all of its banking and corporate trust business, provided such entity shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to the Paying Agent and Bond Registrar without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

**Section 10. Lease Of Project; Funds.** Upon the issuance of the Series 2021C Bonds, the Project located on the site in the Fayette County School District described in Appendix A to the Contract of Lease and Rent shall for the purpose of this Resolution be leased, rented, and occupied as a revenue-producing undertaking on a rental year basis commencing on the date of the issuance of the Series 2021C Bonds and thereafter on December 1<sup>st</sup> of each year and ending on each succeeding last day of November, and the revenues from such lease, rental, and occupancy, including specifically the revenues from the Contract of Lease and Rent with the Board of Education hereinafter described, shall be set aside and held apart from all other funds of the Corporation and shall be apportioned, as follows:

(a) The Corporation hereby establishes with the Paying Agent and Bond Registrar a fund to be known as the "Fayette County School District Finance Corporation School

Building Revenue Bond and Interest Redemption Fund, Series 2021C", into which there shall be paid and set aside all or such portion of the revenues from the Project as will be sufficient to pay the interest on and principal of the Series 2021C Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2021C Bonds, if any, shall be paid into the Sinking Fund. It is hereby determined that the amount to be annually set aside from the revenues as aforesaid and paid into the Sinking Fund during each rental year for the purpose of paying the interest on and principal of the Series 2021C Bonds shall be the sum required to pay the interest coming due on the Series 2021C Bonds on June 1<sup>st</sup> of such rental year, together with the principal amount of the Series 2021C Bonds due to be paid on December 1<sup>st</sup> in the rental year plus the interest coming due on said date, based upon the interest rate or rates applicable to the Series 2021C Bonds.

The amount by which any such payment into the Sinking Fund in any rental year may exceed the aggregate amount of interest on and principal of the Series 2021C Bonds may be held therein as a reserve for subsequent annual interest and principal requirements. No further payments need to be made into the Sinking Fund whenever and so long as such amount of the Series 2021C Bonds payable therefrom shall have been retired such that the amount then held in the Sinking Fund is equal to the entire amount required to accomplish retirement of all of the Series 2021C Bonds then remaining outstanding and to pay all interest to accrue thereon, and including the amount of any additional interest incident to redemption, in the event it is desired that any of said outstanding Series 2021C Bonds be redeemed before stated maturities as herein provided.

If, in any year, the Corporation shall, for any reason, fail to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to such deficiency shall be set apart and paid into the Sinking Fund from the first available revenues of the Project for the following year or years and the same shall be in addition to the amount otherwise herein provided to be so set apart and paid during such succeeding year or years.

All moneys held in the Sinking Fund, as aforesaid, shall be deposited with the Paying Agent and Bond Registrar, or any successor thereto, and to the extent that such moneys shall cause deposits of the Corporation in said bank to exceed the amount insured by the Federal Deposit Insurance Corporation or any agency thereof, such deposits shall be continuously secured by a valid pledge of bonds or notes of the United States Government having at all times an equivalent market value, or shall at the direction of the Board of Education, acting through the Board of Education's Director of Financial Services or Treasurer, be invested:

- (i) in direct obligations of the United States;
- (ii) in obligations fully guaranteed as to both principal and interest by the United States, having a maturity date before the date when the sums invested will be needed for meeting interest and principal payments;

(iii) money market funds composed of obligations described in (i) or (ii) above and rated at least AAA (or the equivalent thereof) by Moody's Investors Service, Inc., or Standard & Poor's Ratings Services;

(iv) in bank time deposits on an interest-bearing basis, evidenced by certificates of time deposit (issued in the name of the Sinking Fund and delivered into the custody of the Paying Agent and Bond Registrar), secured at all times by a valid pledge on the part of the issuer of said certificates of time deposit of obligations described in (i) or (ii) above having at all times during the continuance of each certificate a current market value (exclusive of accrued interest) at least equal to the full amount of such certificate. The custody of such obligations, whether actual or constructive, shall be in a financial institution other than the issuer of the certificate of time deposit in question. All such certificates of time deposit shall be issued so that the same may be reconverted into cash and deposited in the Sinking Fund as and when required to pay maturing principal and interest payments; or

(v) in such other investments as may be authorized by law including those authorized by KRS 66.480, which specifically include, without limitation, certain collateralized repurchase agreements and forward purchase agreements.

All income from the investment of the Sinking Fund or any portion thereof shall be deposited as received into the Sinking Fund and constitute a part thereof, and to the extent thereof may be used as a credit to the then, or any future, deposit required to be made hereunder by the Corporation into the Sinking Fund.

The annual rental payments so required shall be made in semiannual installments on or before the 1<sup>st</sup> day of June and December of the respective rental years, the first such payment to be made on or before June 1, 2022. If the Board of Education fails to make a rental payment when due, the Paying Agent and Bond Registrar shall notify the Kentucky Department of Education of such failure.

The Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying interest on and principal of the Series 2021C Bonds as the same become due.

(b) Out of the balance of the revenue remaining after the payments into the Sinking Fund described above, there shall be set aside into a Maintenance Fund whatever amount may be necessary and is not otherwise provided for the proper maintenance of the Project and to continuously insure the Project against loss or damage by fire, lightning, windstorm, or other calamity, in the amount of their full insurable value.

Such insurance shall be for the use and benefit of the holder or holders of any Series 2021C Bond or Series 2021C Bonds, it being the Corporation's intention to provide that insurance shall be carried which shall be at all times equal to at least the full insurable value of the Project.

**Section 11. Contract Of Lease And Rent.** The Corporation hereby covenants and agrees with the Bondholders that it will faithfully and punctually perform all duties with

reference to the Project required by the Constitution and laws of the Commonwealth, including the making of reasonable and sufficient rentals for services rendered thereby, and will segregate said revenues and make application thereof to the respective funds created by this Resolution. The Corporation and its Board of Directors further irrevocably covenant, bind, and obligate themselves to perform all duties imposed upon them by the Constitution and statutes of the Commonwealth in relation to maintaining the Project. It is the Corporation's declared intention to continue to lease the Project to the Board of Education for an extended period of years, as provided in the Board of Education Resolution, along with the proposed Contract of Lease and Rent, appended thereto, together with the form of this Resolution, have been previously submitted to the Corporation's Board of Directors. The Board of Education Resolution and the Contract of Lease and Rent, in substantially the form so submitted, are hereby accepted, approved, and made a part hereof; and either the President or the Vice President is hereby authorized to execute the Contract of Lease and Rent for and on behalf of the Corporation. The Corporation further binds and obligates itself not to sell, mortgage, or in any manner dispose of the Project, including any and all additions that may be made thereto, except as specifically permitted and provided by this Resolution, until all the Series 2021C Bonds shall have been paid in full, both as to principal and interest. The Corporation further covenants and agrees with the Bondholders to maintain the Project in good condition and to charge and collect rents for services rendered thereby so that the gross revenues will be sufficient at all times to provide for the payment of the interest on and the principal of the Series 2021C Bonds, as and when they mature, and to pay the maintenance cost of the Project, including the cost of insurance, as hereinabove provided.

The Contract of Lease and Rent reserves to the Board of Education the right and option to prepay rent and thereby purchase from the Corporation any of the respective Project and to obtain a reconveyance thereof by the Corporation to the Board of Education free and clear of all liens and encumbrances provided by KRS 162.200 and herein recognized, upon the condition that a sum sufficient to retire a commensurate amount of Series 2021C Bonds then outstanding is paid in full, subject, however, to any applicable restrictions that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Project.

**Section 12. Statutory Mortgage Lien; Releases And Conveyances.** For the further protection of the Bondholders, a statutory mortgage lien upon the Project is granted and created by KRS 162.200, which lien is hereby recognized and declared to be valid and binding upon the delivery of the Series 2021C Bonds; provided, however, that the Corporation shall have the right to erect or construct upon the Project' sites described in the Contract of Lease and Rent structures and improvements to be used, leased and operated by the Board of Education and to issue bonds on a parity with the Series 2021C Bonds to finance said structures and improvements which will be secured by the statutory mortgage lien upon the Project. Notwithstanding the foregoing, said statutory mortgage lien is and shall be restricted in its application to those portions of the Project' sites physically occupied thereby, and such easements and rights-of-way for ingress, egress, and the rendering of services thereto as may be necessary for the proper use and maintenance of the same, the right being hereby reserved to erect or construct upon the Project' sites described in the Contract of Lease and Rent other structures and improvements free and clear of said statutory

mortgage lien, even though the same are connected by using as party walls one or more walls of structures which are subject to said mortgage lien, providing the same are capable of use as separate entities in themselves and have their own outside entrances, and providing no part of the costs of said additional structures and improvements are paid from the proceeds of the Series 2021C Bonds or any parity bonds.

The Corporation reserves the right (at the request of the Board of Education) to release or convey, with or without consideration, free of the statutory mortgage lien herein created securing the Series 2021C Bonds, such easements, rights-of-way, licenses, or other rights over, upon, or beneath the surface of the land herein described as may reasonably be required for roads, utilities, drainage, or other public purposes, provided (a) no such release or conveyance shall interfere with the ownership and efficient operation of the Project (and the actual land on which they are located); (b) ingress to and egress from the Project shall not thereby be impaired; and (c) there shall be no reduction of the rentals otherwise required under the Contract of Lease and Rent.

Any holder of the Series 2021C Bonds, by suit, action, mandamus, or other proceedings, either at law or in equity, may enforce and compel the performance of all duties required by the Constitution and the statutes of the Commonwealth, including the charging and collection of sufficient rents and the segregation of revenues and income and the application thereof, and may by such action compel the performance of all duties imposed in the operation of an adequate school system as provided by law, but only insofar as the failure to perform such duties would or could affect the interests of any holder or holders of any Series 2021C Bond or Series 2021C Bonds.

If there is any default in the payment of the principal of or interest on any Series 2021C Bond, then upon the filing of suit by any holder of the Series 2021C Bonds any court having jurisdiction of the action may appoint a receiver to administer the Project on behalf of the Corporation or the Board of Education, with power to charge and collect rents sufficient to provide for the payment of any Series 2021C Bond outstanding, and for the payment of the operating expenses, and to apply the income and revenues in conformity with this Resolution and the provisions of the previously cited laws of Kentucky.

**Section 13. No Priorities Among Series 2021C Bonds.** Series 2021C Bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Project or with respect to the statutory mortgage lien securing their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among such Series 2021C Bonds regardless of the fact that they may be actually issued and delivered at different times.

**Section 14. Additional Series 2021C Bonds.** While any of the Series 2021C Bonds or parity bonds herein permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Project unless the lien and security of such bonds or other obligations on such revenues and on the Project are made junior and subordinate in all respects to the lien and security of the Series 2021C Bonds;



provided, however, that the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Project and ranking on a parity with the Series 2021C Bonds, if and to the extent the issuance of such additional parity bonds may be necessary to pay the costs, not otherwise available, of completing the construction, installation, and equipping of structures and improvements upon the Project site in accordance with plans and specifications approved by the Kentucky Department of Education and by the Board of Education, and filed in the office of the Board of Education; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper officials of the Kentucky Department of Education as required by law, and a supplemental contract of lease and rent shall have been entered into, under which the respective annual rental payments during the term of such additional bonds are increased by the amount of the annual interest and principal requirements of such additional bonds.

**Section 15. Receipts and Disbursements.** So long as any Series 2021C Bonds are outstanding, the person holding the office of Treasurer of the Board of Education shall be and is hereby designated the person to act on the Corporation's behalf in handling receipts, disbursements, and accounting in connection with the Series 2021C Bonds and the funds created by this Resolution with regard thereto, and the Treasurer of the Board of Education shall not be required to post any additional fiduciary bond unless the bond required to be posted by him or her by the Board of Education does not include his or her duties and responsibilities with regard to the Series 2021C Bonds. Upon evidence of the existence of such bond the Corporation shall accept the receipt of the Treasurer of the Board of Education for such Series 2021C Bond proceeds. The Treasurer of the Board of Education shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Series 2021C Bonds and the Project, and shall furnish on written request of any holder of Series 2021C Bonds, within ninety days after the close of each fiscal year, complete financial statements of the Project in reasonable detail covering such fiscal year.

**Section 16. Series 2021C Bond Sale.** The Bonds shall be sold at public sale after public notice thereof as required by KRS, and the President and/or the Secretary are hereby authorized and directed to publicize a Notice of Bond Sale in accordance with Kentucky law and in such form as is approved by the Kentucky Department of Education soliciting sealed, competitive bids for the purchase of the Series 2021C Bonds, the same to be received by a designated official of the Kentucky Department of Education or of the Kentucky School Facilities Construction Commission at his or her office in Frankfort, Kentucky, until a specified hour and day, as determined by the President, Treasurer, or Secretary (which time for receipt of bids may be rescheduled by the President or Treasurer, upon the advice of the Financial Advisor, to any date on or before December 31, 2022). The bids theretofore received shall be publicly opened and then considered by the Financial Advisor on the Corporation's behalf, and the best bid or bids, as the case may be, shall be determined by the Financial Advisor, with the approval of an officer of the Board of Education, on the Corporation's behalf.

The Series 2021C Bonds will be awarded to the bidder offering to purchase the Series 2021C Bonds at the lowest true interest cost to the Corporation based on the terms and provisions set forth in the Notice and Official Terms and Conditions of Bond Sale hereinafter described. If two or more bidders offer bids at the same lowest true interest cost and the Corporation wishes to award the Series 2021C Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2021C Bonds.

The Corporation reserves the right to adjust by increasing or decreasing the amount of Series 2021C Bonds offered for sale and sold to the best bidder so long as the Series 2021C Bonds do not exceed the maximum aggregate principal amount authorized herein. The Corporation further reserves the right to adjust principal maturities of the Series 2021C Bonds without changing the total amount of Series 2021C Bonds sold. In the event of any such adjustment, no rebidding or recalculating of the bids submitted will be required or permitted.

Bidders shall have the option of specifying that all of the principal amount of Series 2021C Bonds proposed to mature on any two or more consecutive dates may, in lieu of maturing on each of such dates, be Term Bonds scheduled to mature on the latest of such dates and be subject to mandatory sinking fund redemption at par in the manner described in Section 3 hereof on each of the dates and in the principal amounts as set out in said schedule (subject to adjustment as herein provided), except for the principal amount of Series 2021C Bonds scheduled to mature on the date of maturity of the Term Bonds, which shall mature on such date. Bidders may specify one or more of such Term Bonds.

The Notice of Bond Sale shall be made known to the public as required by law in advance of the date stated therein for the opening and consideration of purchase bids, making reference to the Notice and Official Terms and Conditions of Bond Sale and the Preliminary Official Statement hereinafter described.

The Financial Advisor, which will not submit a bid or participate in a syndicate that submits a bid for the Series 2021C Bonds at the public sale thereof, is acting as financial advisor to the Corporation in connection with the issuance of the Series 2021C Bonds and will receive a fee, payable from Series 2021C Bond proceeds, for its services as Financial Advisor.

Upon the occasion of the receipt of bids, and after examination and recommendations by the Financial Advisor, the Financial Advisor, on behalf of and as agent of the Corporation, is hereby authorized to, and the Financial Advisor shall, establish the rates of interest on and the total amount and principal maturities and mandatory sinking fund installments, if any, of the Series 2021C Bonds by completion and execution of the acceptance on the Official Bid Form of the successful bidder or bidders, a copy of which document shall be filed in the official records of the Corporation and the Board of Education, provided that the true interest cost on the Series 2021C Bonds shall not exceed 6% per annum.

If three or more bids for the Series 2021C Bonds are received as a result of the competitive sale, the Successful Purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Series

2021C Bonds, which prices will represent the prices for each Maturity of the Series 2021C Bonds used by the Successful Purchaser to formulate its bid to purchase the Series 2021C Bonds.

If less than three bids for the Series 2021C Bonds are received as a result of the competitive sale, the Successful Purchaser, by submitting a bid pursuant to the Notice of Bond Sale, shall be deemed to have agreed in writing that the Successful Purchaser will certify on or before the issue date (and provide reasonable supporting documentation for such certification, such as a copy of the pricing wire or equivalent communication) for each Maturity of the Series 2021C Bonds (i) the first price at which at least 10% of each Maturity of the Series 2021C Bonds was sold to the Public, or (ii) that the Successful Purchaser will neither offer nor sell any of the Series 2021C Bonds of each Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder if three bids are not received and the Corporation determines to apply the hold-the-offering-price rule described in the immediately preceding paragraph.

A Notice of Bond Sale having been prepared in advance, and having been examined and found to conform to the above conditions, said document is hereby approved and shall be signed by the Corporation's President, Treasurer, or Secretary and its use is approved and authorized, subject to such modifications in accordance with the provisions and intent of this Resolution as may be determined by the Financial Advisor and approved by the officer of the Corporation executing the document, and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to the interested bidders who request it.

A Notice and Official Terms and Conditions of Bond Sale having also been prepared in advance, in order to give a more complete description of the Series 2021C Bonds and specific instructions (including conditions not recited herein) calculated to bring about uniformity in the bidding, and containing the Official Bid Form, and the document having been examined by the Board of Directors, is hereby approved and authorized and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to interested bidders who may request it.

In addition to the foregoing, on the recommendation of the Financial Advisor bids may be taken or submitted electronically (provided all electronic proposals shall be deemed to incorporate in substance the provisions of the Official Bid Form). Any bid transmitted electronically shall be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Bidders submitting an electronic proposal must fulfill any requirements of the bidding service provider over and above the requirements of the Corporation set forth in the Notice and Official Terms and Conditions of Bond Sale. Electronic bidding for the Series 2021C Bonds shall be made available to bidders solely as a courtesy by the Corporation. The Corporation shall assume no responsibility or liability for bids submitted through the electronic bidding service provider. Without limiting the generality of the foregoing disclaimers, the Corporation does not assume responsibility for any communications or negotiations between bidders and the electronic bidding service provider, or for any failure of the

provider to accurately or timely submit any electronic proposal. Any electronic proposal shall be deemed to incorporate all of the provisions of the Official Bid Form and the Notice and Official Terms and Conditions of Bond Sale. Each bidder shall be solely responsible for making necessary arrangements to access the electronic bidding service provider for purposes of submitting such bidder's bid in a timely manner and in compliance with the Corporation's requirements. The Corporation shall have no duty or obligation to provide or assure such access to any bidder. The Corporation shall not be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the provider's service. The Corporation shall use the provider's service solely as a communication mechanism, and not as the Corporation's agent, to conduct the electronic bidding for the Series 2021C Bonds. If any provision in the Notice and Official Terms and Conditions of Bond Sale conflicts with information provided by the electronic bidding service provider, the Notice and Official Terms and Conditions of Bond Sale shall control.

In addition, in connection with the Series 2021C Bond sale the Corporation and the Board of Education have caused to be prepared a Preliminary Official Statement. The Preliminary Official Statement and the use thereof by the Corporation in offering and selling the Series 2021C Bonds, with such modifications in accordance with the provisions and intent of this Resolution as may be recommended by the Financial Advisor and approved by an officer of the Corporation, is hereby expressly approved, the Corporation, through certain of its officials and employees, having reviewed the Preliminary Official Statement and having found the factual statements and the data therein to be accurate. The Preliminary Official Statement shall be supplemented following sale of the Series 2021C Bonds, and the Corporation's President is authorized to approve and sign such supplemented or final Official Statement on the Corporation's behalf, which is authorized for distribution in connection with the sale of the Series 2021C Bonds. The Preliminary Official Statement is in a form "deemed final" by the Corporation for purposes of SEC Rule 15c2-12(b)(1) but, as aforesaid, is subject to supplementation and completion following the sale of the Series 2021C Bonds. The Corporation's President, Treasurer, or Secretary is also hereby authorized and directed, on the recommendation of the Financial Advisor, to cause the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement to be posted on the Internet and through one or more nationally recognized municipal market information service providers. The electronic or physical distribution of the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement as herein provided is hereby ratified, authorized, and approved. If any provision in the Notice and Official Terms and Conditions of Bond Sale, herein approved, conflicts with information provided by an electronic information service provider, the Notice and Official Terms and Conditions of Bond Sale as herein approved shall control.

The Corporation's President and other officers, and each of them, together with the Financial Advisor, are further authorized to make such modifications to documents, including the provisions of this Resolution that are not in conflict with other provisions hereof and are necessary or desirable in connection with any rescheduling of the date of sale of the Series 2021C Bonds as provided in the first paragraph of this Section 16, and to enter into and to execute on the Corporation's behalf any and all certificates, opinions, instruments, and documents necessary

or desirable, upon the advice of counsel, to effectuate the sale and issuance of the Series 2021C Bonds and the investment of the proceeds thereof.

**Section 17. Disposition Of Proceeds Of The Series 2021C Bonds.** When the Series 2021C Bonds are sold and delivered, from the amount received from the purchaser there shall be paid, according to the written direction of the Corporation's President or Treasurer (which direction may include the establishment of a special, temporary trust account), all expenses incident to the authorization, sale, and delivery of the Series 2021C Bonds, including, but not limited to, the fee of the Financial Advisor, fees and expenses of counsel and the Paying Agent and Bond Registrar, and rating service charges; provided that all or a portion of such expenses may be paid from proceeds deposited in the Construction Fund hereinafter identified. Thereafter, the entire remaining proceeds of the Series 2021C Bonds shall be deposited in cash in the bank or trust company in Fayette County, Kentucky, designated at that time by the Treasurer of the Board of Education as the place for deposit of the funds of the Board of Education (initially, Fifth Third Bank) in the Board of Education's General Depository Account and such funds shall be accounted for separately as the "Fayette County School District Finance Corporation School Building Construction Fund, Series 2021C" (the "**Construction Fund**"). The Construction Fund shall be established and maintained as part of the Board of Education's General Depository Account in accordance with the requirements of the Kentucky Department of Education. The proceeds of the Series 2021C Bonds deposited into the Construction Fund, together with all earnings thereon, shall be transferred from time to time to each bank or trust company which may be subsequently designated by the Board of Education as the Board of Education's place of deposit of funds according to the Board of Education's plan of rotating deposits (each of which in succession upon such designation and deposit or transfer being hereinafter called the "**Depository Bank**") in accordance with the procedures set forth in this Section 17.

Subject to compliance with the laws of the Commonwealth of Kentucky and the rules, regulations, and requirements of the Kentucky Department of Education, if the Treasurer of the Board of Education shall determine at any time that the amount of Series 2021C Bond proceeds being held in the Construction Fund for the costs of the construction and equipping of the Project exceeds the amount necessary to be disbursed therefrom for authorized purposes during the ensuing calendar month, the Treasurer may cause the Board of Education to invest such excess funds in Permitted Investments; provided, however, that such Permitted Investments shall be converted into cash and deposited in the Construction Fund as and when additional cash is required to pay the costs of the construction and equipping of the Project. All such Permitted Investments shall be carried to the credit of the Construction Fund, and the income therefrom shall be deposited, as received, in the Construction Fund. Any expense necessarily incurred and reasonable as to amount in connection with the making of such Permitted Investments and the safekeeping thereof shall be paid out of the Construction Fund.

The Depository Bank at which the Construction Fund is maintained shall, with respect to any funds in the Construction Fund not invested in Permitted Investments, give security for said funds by making a pledge to the Construction Fund of securities and obligations described in KRS 41.240 having a market value at least equal to such funds. The securities and obligations

pledged by the Depository Bank need not be of a market value exceeding the balance of funds remaining in the Construction Fund from time to time and not invested in Permitted Investments, and as such funds are disbursed from the Construction Fund the Depository Bank shall be permitted to withdraw a portion of the securities and obligations so pledged as security for such funds; provided, however, there shall remain pledged at all times securities and obligations having a market value equal to the funds remaining in the Construction Fund and not invested in Permitted Investments.

The proceeds of the Series 2021C Bonds deposited into the Construction Fund and the earnings thereon shall be used to pay the costs of constructing and equipping of the Project, and related capital costs (including capitalized interest). Each disbursement of funds from the Construction Fund made by the Board of Education to pay the costs of the construction and equipping of the Project shall be paid out of the Board of Education's general depository account maintained with the Depository Bank.

Payments from the general depository account to pay the costs of the construction and equipping of the Project shall be made upon checks drawn upon the Depository Bank by the Treasurer of the Board of Education. If, before the time when the Series 2021C Bonds have been delivered to the purchaser thereof and the proceeds are available, the Board of Education shall have found it necessary to advance from its own funds various sums for preliminary expenses related to the construction and equipping of the Project, the aggregate of all such advances may be reimbursed to the Board of Education upon presentation by the Board of Education of statements signed by the Chairperson or Secretary of the Board of Education with regard thereto, in detail showing (a) that the amount or amounts for which reimbursement is requested are proper charges against the costs of the construction and equipping of the Project, and (b) that after such requested reimbursement, the funds remaining in the Construction Fund will be sufficient to defray all remaining costs of the construction and equipping of the Project. No reimbursement shall be made to the Board of Education if the effect thereof shall be to reduce the balance in the Construction Fund below the amount necessary to pay all remaining costs of the construction and equipping of the Project.

After all payments from the Construction Fund have been made for the costs of the construction and equipping of the Project, any balance remaining in the Construction Fund shall be (i) expended in the manner hereinbefore described for payment of costs of additional physical facilities for the Project or such other school building facilities as the Board of Education shall determine; or (ii) transferred to the Sinking Fund as a segregated subaccount to be used to purchase (at 100% of par or less) or to redeem Series 2021C Bonds when redeemable, and such balance shall not be invested at a yield exceeding the yield on the Series 2021C Bonds.

Pending disbursement of all moneys in the Construction Fund pursuant to this Resolution, all moneys and investment obligations in the Construction Fund are pledged and subject to a lien in favor of the Bondholders for their further security.

The Corporation acknowledges and approves the provisions of the Board of Education Resolution approving the Contract of Lease and Rent and taking related action.

**Section 18. Unclaimed Moneys.** If, after five years from the earlier of (a) the date of the final maturity of the Series 2021C Bonds, or (b) the date all Series 2021C Bonds shall have been duly called for redemption and the amount necessary to pay the Series 2021C Bonds, together with all interest accrued thereon, shall have been deposited to the Sinking Fund, as provided in this Resolution, there shall remain in the Paying Agent and Bond Registrar's possession unclaimed moneys deposited in the Sinking Fund for the payment of the Series 2021C Bonds, then and in that event all right, title, and interest of the respective Registered Holders for which said deposits were so made shall cease, determine, and become void, and the Paying Agent and Bond Registrar shall upon the Board of Education's written request turn over all such unclaimed deposits constituting the entire balance of the Sinking Fund to the Board of Education.

**Section 19. Concurrence In Employment Agreements.** The Board of Directors hereby concurs in the selection and designation of Financial Advisor, in connection with the issuance and sale of the Series 2021C Bonds, and further concurs in the selection and designation of Bond Counsel, the compensation of them to be paid solely from the proceeds of the Series 2021C Bonds. All actions previously taken by the officers and officials of the Corporation and the Board of Education with respect to such appointments are approved, ratified, and confirmed. The Financial Advisor shall be paid strictly in accordance with the limitations established in the fee schedule for services and expenses of financial advisors set forth in the regulations of the Kentucky Department of Education.

**Section 20. Enforcement And Remedies.** Any Registered Holder may either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance by the Corporation and its officers and agents of all duties and obligations imposed or required by law or this Resolution in connection with the Project, including the making and collecting of sufficient rents and the application thereof.

If there be any default in the payment of the principal of or interest on any of the Series 2021C Bonds then, upon the filing of suit by any holder of the Series 2021C Bonds, any court having jurisdiction of the action may appoint a receiver to administer the Project on the Corporation's behalf with power to charge and collect rents sufficient to provide for the payment of the Series 2021C Bonds and to apply the income and revenues in conformity with this Resolution and the provisions of KRS Chapter 162.

**Section 21. Tax Covenants And Representations.** The Corporation further certifies and covenants to and for the benefit of the Bondholders that so long as any of the Series 2021C Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 2021C Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021C Bonds or from any other sources, will not be invested or used in a manner that will cause the Series 2021C Bonds to be "arbitrage bonds" within the meaning of Code Section 103(b)(2) and Code Section 148, as the same presently exist or may from time to time hereafter be

amended, supplemented, or revised. The Corporation's President, Treasurer, or Secretary, as the Corporation's officers charged with the responsibility for issuing the Series 2021C Bonds, and each of them, are hereby authorized and directed, for and on the Corporation's behalf, to execute all papers, documents, certificates, and other instruments that may be required for evidencing compliance with federal tax rules, and any representations and certifications contained in such papers, documents, certificates, and other instruments so executed shall be deemed to constitute the Corporation's representations and certifications. For the benefit of the Bondholders and the reliance of Bond Counsel, the Corporation further represents, warrants, agrees, covenants, and certifies as follows:

**(a)** Within the meaning of Code Section 141, and the Income Tax Regulations issued thereunder, over the term of the Series 2021C Bonds (i) less than 10% of the proceeds of the Series 2021C Bonds, if any, will be applied for any private business use, and the payment of the principal of or interest on less than 10% of the amount of the Series 2021C Bonds, if any, will be secured directly or indirectly by any interest in property used for a private business use, or payments in respect of such property, or will be derived directly or indirectly from payment (whether or not to the Corporation or the Board of Education) in respect of such property; (ii) at least 90% of the proceeds of the Series 2021C Bonds will be applied for a governmental use of the Corporation or the Board of Education; (iii) any private business use of the Project will be related to such governmental use of the Corporation and the Board of Education and will not be unrelated or disproportionate; and (iv) none of the proceeds of the Series 2021C Bonds will be used, directly or indirectly, to make or finance loans to private persons. It is reasonably expected that over the term of the Series 2021C Bonds (1) the Project will be available for general public use, in that they will be reasonably available for use by natural persons not engaged in a trade or business on the same basis as any other person or entity; (2) no nongovernmental person will have any special legal entitlement to use the Project; and (3) there will be no direct or indirect payment made with respect to the Project or the security of the Series 2021C Bonds by any persons or entities other than payment by the general public as described in clause (3) above.

**(b)** Within the meaning of Code Section 148(f)(4)(C), it is reasonably expected that at least 75% of the net proceeds (including investment proceeds) of the Series 2021C Bonds will be used for capital expenditures with respect to property which is owned by a governmental unit, at least 10% of such proceeds will be spent for the governmental purposes of the issue within six months from the date the Series 2021C Bonds are issued, at least 45% of such proceeds will be spent for such purposes within one year from such date, at least 75% of such proceeds will be spent for such purposes within eighteen months from such date, and at least 100% of such proceeds will be spent within two years from such date. If for any reason the arbitrage rebate requirements of Code Section 148(f) should be deemed to apply to the Series 2021C Bonds, the Corporation will take all action necessary to comply therewith.

**(c)** The Series 2021C Bonds are not federally guaranteed within the meaning of Code Section 149(b).



(d) The Corporation will comply with the information reporting requirements of Code Section 149(e).

(e) It is reasonably expected that, during the term of the Series 2021C Bonds, the Project will not be disposed of; provided, however, should there be any disposition of any personal property constituting a part of the Project because it is no longer suitable for its governmental purpose, it is reasonably expected that the fair market value of such personal property will not exceed 25% of its cost.

(f) The weighted average maturity of the Series 2021C Bonds does not exceed 120% of the remaining weighted average useful life of the facilities comprising the Project.

(g) Neither the Corporation nor the Board of Education has previously expended any sums on the Project that are to be reimbursed from the proceeds of the Series 2021C Bonds, other than (i) certain preliminary expenditures such as engineering and planning costs not exceeding 20% of the cash proceeds of the Series 2021C Bonds allocable to the Project, (ii) expenditures made within sixty days before the date of adoption of this Resolution and (iii) expenditures before which the Corporation or the Board of Education had adopted an official intent resolution regarding reimbursement from tax-exempt bond proceeds. A reimbursement of a prior expenditure from proceeds of the Series 2021C Bonds shall be made only if such reimbursement occurs (1) before the later of eighteen months after (A) the date the expenditure was paid or (B) the date the facility for which the expenditure was paid was placed in service and (2) within three years after the date the expenditure was paid.

(h) There are no other bonds or obligations of the Corporation or the Board of Education which are sold or issued at substantially the same time as the Series 2021C Bonds are sold pursuant to a common plan of financing together with the Series 2021C Bonds, or are payable out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Series 2021C Bonds.

(i) The Corporation will not use or permit the use of any of the funds provided by the Series 2021C Bonds in such a manner as to, or take or omit to take any action that would, impair the exclusion from gross income for federal income tax purposes of interest on the Series 2021C Bonds. The Corporation shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Corporation on the Series 2021C Bonds shall, for the purposes of federal income taxation, be excludable from gross income.

**Section 22. Resolution Constitutes Contract.** The provisions of this Resolution shall constitute a contract between the Corporation and the Bondholders. After the issuance of any Series 2021C Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2021C Bonds have been paid in full as to both principal and interest or funds sufficient therefor have been duly provided and deposited as set forth in Section 23 hereof.

Notwithstanding the foregoing provisions of this Section 22, the Corporation may amend or supplement this Resolution without the consent of any Bondholder (a) to evidence the initial designation and appointment or the succession of an institution as Paying Agent and Bond Registrar; (b) to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained herein or in any ordinance or other proceeding pertaining hereto; (c) to grant to or confer on the Paying Agent and Bond Registrar for the benefit of the Bondholders any additional right, remedy, power, authority, or security that may lawfully be granted or conferred and that is not contrary to or inconsistent with this Resolution as theretofore in effect; (d) to permit the Paying Agent and Bond Registrar to comply with any obligation imposed on it by law; (e) to achieve compliance of this Resolution with any federal tax law, regulation, or ruling; (f) to maintain or improve any rating on the Series 2021C Bonds; or (g) for any other purpose not inconsistent with the terms of this Resolution that shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders.

**Section 23. Defeasance.** If the Corporation shall pay or cause to be paid, or there shall otherwise be paid to the Bondholders the total principal and interest due or to become due on the Series 2021C Bonds, at the times and in the manner stipulated therein and in this Resolution, then the pledge of this Resolution, and all covenants, agreements, and other obligations of the Corporation to the Bondholders, shall thereon cease, terminate, and become void and be discharged and satisfied.

The Corporation reserves the right at any time to cause the pledge of the revenues of the Project and the statutory mortgage lien securing the Series 2021C Bonds, or any portion thereof, to be defeased and released by paying an amount into the Sinking Fund or an escrow fund established for such purpose sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of the United States Government, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire such Series 2021C Bonds, including principal and interest on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on such Series 2021C Bonds to and on said date, or (b) to pay all principal and interest requirements on such Series 2021C Bonds as the same mature, without redemption in advance of maturity, the determination of whether to defease under subpart (a) or (b) above or both to be made by the Corporation. Such United States Government obligations shall have maturities that will assure there will be sufficient funds for such purposes. If such defeasance is to be accomplished pursuant to subpart (a) above, the Corporation shall take all steps necessary to publish notice of the redemption of the Series 2021C Bonds or such portion thereof as herein provided. Upon the proper amount of United States Government obligations being placed in escrow and so pledged, the pledge of revenues securing the Series 2021C Bonds or such portion thereof shall be automatically fully defeased and released without any further action being necessary.

The immediately foregoing provisions are subject to the limitation that no such termination and release of the revenue pledge and the statutory mortgage lien shall be

accomplished through the use of any funds or investments which, in the opinion of the Corporation's Bond Counsel, would adversely affect the exclusion of interest on any such Series 2021C Bond from gross income for federal income tax purposes.

**Section 24. Rebate Fund.** There is hereby created with the Depository Bank a special account of the Corporation designated the "Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2021C Rebate Fund". Amounts from time to time held in the Rebate Fund, if any, shall be invested in any of the investment obligations described in Section 10 hereof (to the extent practicable), shall not be subject to the lien of this Resolution, shall not constitute a part of the trust estate held for the benefit of the Bondholders and shall be dedicated to the United States of America to the extent of any obligation on the Corporation's part to rebate to the United States Cumulative Excess Earnings.

Within five days after the end of each Computation Period and within five days after the payment in full of all outstanding Series 2021C Bonds, the Corporation shall calculate the amount of Cumulative Excess Earnings as of the end of that Computation Period or the date of such payment, and shall also determine the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the Cumulative Excess Earnings, the Corporation shall forthwith deposit that excess amount in the Sinking Fund. If the amount then on deposit in the Rebate Fund is less than the Cumulative Excess Earnings, the Corporation shall within five days deposit in the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Cumulative Excess Earnings. Within thirty days after the end of the fifth anniversary date of the issuance of the Series 2021C Bonds and every such fifth anniversary date thereafter, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the Corporation may direct) of the Cumulative Excess Earnings as of the end of such fifth anniversary date. Within sixty days after the payment in full of all outstanding Series 2021C Bonds, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 100% of the Cumulative Excess Earnings as of the date of such payment and any moneys remaining in the Rebate Fund following such payment shall be paid to the Sinking Fund.

**Section 25. Severability.** If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 26. Repeal of Inconsistent Provisions.** All prior resolutions of the Corporation or parts thereof in conflict with this Resolution are, to the extent of any such conflict, hereby repealed.

**Section 27. Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, is not a

business day for the Paying Agent and Bond Registrar, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date stipulated in this Resolution and no interest shall accrue for the period after such stipulated date.

**Section 28. When Resolution Effective.** This Resolution shall be in full force and effect from and after its adoption.

**Section 29. Rules Of Construction.** The singular form of any word used herein, including the terms defined in **EXHIBIT A** attached hereto, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders. Unless otherwise specified, (a) the word “including” means “including without limitation”; (b) the word “or” means “and/or”; (c) the word “any” means “any and all”; (d) the word “all” means “any and all”; (e) the word “each” means “each and every”; and (e) the word “every” means “each and every”. Unless otherwise specified, references to articles, sections, subsections, and other subdivisions of this Resolution are to the designated articles, sections, subsections, and other subdivisions of this Resolution as originally executed. The words “hereof,” “herein,” “hereunder,” and words of similar import refer to this Resolution as a whole. The captions or headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or subsections of this Resolution. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles. **EXHIBITS A** and **B** attached hereto are hereby incorporated by reference into this Resolution and constitute a part hereof.

**Section 30. Captions.** The captions and headings appearing in this Resolution, as well as the Table of Contents, are for convenience of reference only and in no way define, limit, or describe the scope of any sections or provisions of this Resolution.

[Signature Page To Follow]

[SIGNATURE PAGE TO BOND RESOLUTION]

**ADOPTED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION** at a meeting held on November 15, 2021; and following such adoption signed by the President, attested by the Secretary, and declared to be in full force and effect according to law.

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Tyler Murphy, President  
Fayette County School District  
Finance Corporation

Attest:

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Demetrus Liggins, Secretary  
Fayette County School District  
Finance Corporation

**CERTIFICATION**

I, the undersigned Secretary of the Fayette County School District Finance Corporation, do hereby certify that (1) the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Corporation's Board of Directors at a properly convened meeting of the Corporation's Board of Directors duly held on November 15, 2021, signed by the President thereof and attested by me as Secretary, as shown by the official records in my possession and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all members of the Board of Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this Certification this November 15, 2021.

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Demetrus Liggins, Secretary  
Fayette County School District  
Finance Corporation

**EXHIBIT A  
TO BOND RESOLUTION**

**DEFINITIONS**

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used in this Resolution shall have the following meanings unless the context or use indicates another or different meaning or intent:

**“Book-Entry Form”** means a form or system, as applicable, under which (i) the ownership of beneficial interests in Series 2021C Bonds and principal and interest payments thereon may be transferred only through a book entry and (ii) physical Series 2021C Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as Registered Holder, with the physical Series 2021C Bond certificates held in the custody of a Securities Depository.

**“Board of Education”** means the Board of Education of Fayette County, Kentucky.

**“Board of Education Resolution”** means the Resolution adopted by the Board of Education on November 15, 2021 regarding the Series 2021C Bonds.

**“Bond Counsel”** means collectively the firms Stoll Keenon Ogden PLLC and Rubin & Hays or any national recognized municipal bond counsel acceptable to the Corporation and the Board of Education.

**“Bondholder”** refers to any Registered Holder of the Series 2021C Bonds.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable Treasury Regulations, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions.

**“Commonwealth”** means Commonwealth of Kentucky.

**“Computation Period”** means, with respect to the Series 2021C Bonds, the period of time over which Excess Earnings are required to be computed under Code Section 148(f) and related Treasury Regulations.

**“Construction Fund”** has the meaning provided in Section 17 hereof.

**“Contract of Lease and Rent”** means the Contract of Lease and Rent to be entered into by and between the Corporation and the Board of Education in connection with the Series 2021C Bonds.

**“Corporation”** means Fayette County School District Finance Corporation, a Kentucky nonprofit corporation created pursuant to KRS 162.385, KRS 58.180, and KRS 273.161 through 273.390, which acts as the agency, instrumentality, and constituted authority of the Board of Education.

**“Cumulative Excess Earnings”** means the amount of all Excess Earnings earned from the date of original delivery of the Series 2021C Bonds through the end of the relevant computation date, less the amount of any Excess Earnings paid to the United States pursuant to Section 24 herein.

**“Depository Bank”** has the meaning provided in Section 17 hereof.

**“Excess Earnings”** means an amount equal to the sum of (i) plus (ii) where:

- (i) is the excess of:
  - (1) the aggregate amount earned on all nonpurpose investments in which gross proceeds of the Series 2021C Bonds are invested (other than investments attributable to an excess described in this clause (i)); over
  - (2) the amount which would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in this clause (i)) were invested at a rate equal to the yield on the Series 2021C Bonds; and
- (ii) is any income attributable to the excess described in clause (i).

The sum of (i) plus (ii) shall be determined in accordance with Code Section 148(f). As used herein, the terms “gross proceeds,” “nonpurpose investments” and “yield” have the meanings assigned to them for purposes of Code Section 148(f).

**“Financial Advisor”** means Robert W. Baird & Co. Incorporated, in its capacity as the Corporation’s financial advisor with respect to the issuance of the Series 2021C Bonds.

**“Holding Period”** means, with respect to a Maturity of the Series 2021C Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the initial offering price for such Maturity.

**“KRS”** means the Kentucky Revised Statutes.

**“Maturity”** means Series 2021C Bonds with the same credit and payment terms. Series 2021C Bonds with different maturity dates, or Series 2021C Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

**“Official Statement”** means the final Official Statement of the Corporation setting forth relevant information concerning the Series 2021C Bonds, the Corporation, and the Board of Education.

**“Participant”** means a member of, or a participant in, a Securities Depository.

**“Paying Agency Agreement”** means the Agreement Relating to Paying and Registrar Agency by and between the Corporation and the Paying Agent and Bond Registrar for the Series 2021C Bonds.

**“Paying Agent and Bond Registrar”** means Old National Wealth Management, Evansville, Indiana, in its capacity as the Paying Agent and Bond Registrar for the Series 2021C Bonds.

**“Permitted Investments”** means investments of the type described in subparts (i) through (v) of subsection (a) of Section 10 hereof.

**“Preliminary Official Statement”** means the Preliminary Official Statement of the Corporation setting forth relevant information concerning the Series 2021C Bonds, the Corporation, and the Board of Education.

**“Project”** means the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky.

**“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

**“Rebate Fund”** means the “Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2021C Rebate Fund” established by the Corporation with the Depository Bank pursuant to Section 24 hereof.

**“Record Date”** means the fifteenth day of the month before a June 1<sup>st</sup> or December 1<sup>st</sup> interest payment date for the Series 2021C Bonds.

**“Registered Holder”** means each person in whose name a Series 2021C Bond is registered pursuant to Section 2(b) hereof.

**“Resolution”** means this Resolution of the Corporation’s Board of Directors authorizing the sale, issuance, and delivery of the Series 2021C Bonds.

**“Sale Date”** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2021C Bonds.



**“Securities Depository”** means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

**“Securities Depository Nominee”** means any nominee of a Securities Depository and shall initially mean Cede & Co., New York, New York, as nominee of The Depository Trust Company.

**“Securities Exchange Act”** means the Securities Exchange Act of 1934, which is codified at 15 U.S.C. § 78a *et seq.*

**“Series 2021C Bonds”** means Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C to be issued by the Corporation pursuant to this Resolution.

**“Sinking Fund”** means the “Fayette County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund, Series 2021C” established by the Corporation with the Paying Agent and Bond Registrar pursuant to Section 10 of this Resolution.

**“SLGS”** means book-entry obligations of the United States Treasury-State and Local Government Series.

**“Successful Purchaser”** means the winning bidder and purchaser of the Series 2021C Bonds pursuant to the competitive sale conducted by the Corporation pursuant to Section 16 hereof.

**“Term Bonds”** has the meaning set forth in Section 3(a) hereof.

**“Treasury Department”** means the United States Department of the Treasury.

**“Treasury Regulations”** means regulations of the Treasury Department, including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code.

**“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Corporation (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021C Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Series 2021C Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021C Bonds to the Public).

EXHIBIT B  
TO BOND RESOLUTION

FORM OF SERIES 2021C BOND

No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION  
SCHOOL BUILDING REVENUE BONDS  
SERIES 2021C

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
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_____ %	_____	_____	_____
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REGISTERED HOLDER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That the Fayette County School District Finance Corporation (the “**Corporation**”), a nonprofit Kentucky corporation acting as an agency, instrumentality, and constituted authority of and on behalf of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), for value received, hereby promises to pay to the registered holder identified above (the “**Registered Holder**”), or registered assigns, solely and only from the special fund pledged for that purpose as hereinafter referred to and not otherwise, the principal amount set out above, on the maturity date set out above, and to pay interest from the same source on the unpaid balance of said sum at the interest rate per annum set out above, payable on the first days of June and December in each year, beginning \_\_\_\_\_ 1, 20\_\_, until payment of the principal amount of this Series 2021C Bond has been made to the Registered Holder hereof. Each such interest payment shall represent interest accruing on this Series 2021C Bond from the later of the Bond Date set out above or the most recent interest payment date (June 1<sup>st</sup> or December 1<sup>st</sup>) to which interest has been paid or duly provided for.

Interest accruing on this Series 2021C Bond (if not registered in book-entry form to a securities depository) shall be payable as aforesaid by check drawn upon Old National Wealth Management, as the Paying Agent and Bond Registrar, or its successor as Paying Agent and Bond Registrar (the “**Paying Agent and Bond Registrar**”), and mailed to the person who is the Registered Holder hereof as of the close of business on the Record Date for such interest installment, which Record Date shall be the fifteenth (15<sup>th</sup>) day of the month (whether or not a business day) next preceding an interest payment date, at the address of such Registered Holder as it appears on the books of the Paying Agent and Bond Registrar. Principal shall be paid when

due upon delivery of this Series 2021C Bond for payment at the designated office of the Paying Agent and Bond Registrar.

This Series 2021C Bond is one of a duly authorized issue of Bonds of the Corporation designated "Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C" (the "**Series 2021C Bonds**"), issued in the original principal amount of \$\_\_\_\_\_, authorized and issued by the Corporation pursuant to a Resolution duly adopted by its Board of Directors (the "**Bond Resolution**") for the purpose of providing funds to pay for the costs of the construction and equipping of properties for a new middle school in Lexington, Kentucky (the "**Project**") and to pay related costs, and this Series 2021C Bond has been issued under and in full compliance with the Constitution and statutes of the Commonwealth of Kentucky, including without limitation Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes.

Reference is made to the Bond Resolution for the provisions with respect to the nature and extent of the security, the rights, duties, and obligations of the Corporation and the Paying Agent and Bond Registrar and the Bondholders, the terms upon which the Series 2021C Bonds are issued and the terms and conditions upon which the Series 2021C Bonds will be deemed to be paid at or before their scheduled maturity or redemption upon the making of provision for the payment thereof in the manner set forth in the Bond Resolution.

\*The Series 2021C Bonds maturing on December 1, 20\_\_\_\_, are subject to mandatory sinking fund redemption in part, at the selection of the Paying Agent and Bond Registrar by lot, from moneys in the special fund identified hereinafter on each December 1<sup>st</sup>, beginning December 1, 20\_\_\_\_, at the principal amount thereof plus accrued interest to the redemption date, according to the following schedule of mandatory sinking fund installments:

<b>Redemption Date</b>	<b>Principal Amount</b>
<b><u>December 1</u></b>	<b><u>Amount</u></b>
_____	\$_____
_____	_____
_____	_____

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\*This paragraph is to be inserted, and may be repeated, with respect to any Term Bonds as described in Section 3(a) of this Resolution.

The Series 2021C Bonds maturing on and after December 1, 20\_\_\_\_, are subject to redemption by the Corporation, at its option, before maturity on and after December 1, 20\_\_\_\_, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot by the Paying Agent and Bond Registrar) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

At least thirty days but no more than sixty days before the redemption date of any Series 2021C Bonds, the Paying Agent and Bond Registrar shall cause a notice of redemption to be mailed postage prepaid by first class mail to all registered holders of Series 2021C Bonds to be redeemed in whole or in part at their registered addresses. Failure to mail any notice or any defect therein in respect of any such Series 2021C Bond shall not affect the validity of the redemption of any other Series 2021C Bond. Such redemption notice shall set forth in detail the redemption provisions.

This Series 2021C Bond and the issue of which it forms a part are payable from and secured by a pledge of the revenues to be derived from leasing the Project, which revenues are provided to be sufficient to pay the principal of and interest on this Series 2021C Bond and the issue of which it forms a part as and when the same become due and payable and which shall be set aside as a special fund for that purpose created by the Bond Resolution and identified as the "School Building Revenue Bond and Interest Redemption Fund, Series 2021C". This Series 2021C Bond and the issue of which it forms a part do not constitute an indebtedness of the Corporation within the meaning of any constitutional or statutory provisions or limitations. The Corporation covenants that it will fix and charge such rentals for, and will collect and account for the revenues from, the Project so that such revenues will be sufficient to pay the interest on and principal of this issue of Series 2021C Bonds. Funds for such payments on the Series 2021C Bonds are expected to be derived from rentals paid by the Board of Education of Fayette County, Kentucky, under a year-to-year lease of the Project.

A non-foreclosable statutory mortgage lien on the Project is granted and created by Section 162.200 of the Kentucky Revised Statutes in favor of the Bondholders, subject to the limitations set out therein and in the Bond Resolution.

This Series 2021C Bond is issued under and pursuant to the Constitution and statutory laws of the Commonwealth of Kentucky and its construction will be governed thereby.

This Series 2021C Bond shall be transferable only upon the presentation and surrender hereof at the designated office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. The Paying Agent and Bond Registrar shall not be required to transfer or exchange this Series 2021C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2021C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if this Series 2021C Bond has been selected or called for redemption in whole or in part.

Series 2021C Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2021C Bond or Series 2021C Bonds of the same maturity, and in the denomination of \$5,000 or any integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2021C Bond or Series 2021C Bonds presented for exchange. The Paying Agent and Bond

Registrar shall authenticate and deliver Series 2021C Bonds delivered in exchange in accordance herewith.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of this Series 2021C Bond have existed, have happened, and have been performed in due time, form, and manner as required by law; that the issuance of this Series 2021C Bond and the issue of which it forms a part, together with all other obligations of the Corporation, does not exceed or violate any constitutional or statutory limitations; and that a sufficient portion of the revenues of the Project has been pledged to and will be set aside into said special fund by the Corporation for the prompt payment of the principal of and interest on this issue of Series 2021C Bonds.

This Series 2021C Bond is exempt from ad valorem taxation by the Commonwealth of Kentucky and by all of the political subdivisions thereof.

This Series 2021C Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by the Paying Agent and Bond Registrar.

[Signature Page To Follow]

[SIGNATURE PAGE TO SERIES 2021C BOND]

IN WITNESS WHEREOF, the Fayette County School District Finance Corporation has caused this Series 2021C Bond to be executed with the manual or reproduced facsimile of the official signature of its President and to be attested by the manual or reproduced facsimile signature of its Secretary, in each case as a duly authorized officer of the Corporation, all as of the date of this Series 2021C Bond, which is the Bond Date set out above.

FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

CERTIFICATE OF AUTHENTICATION

The undersigned hereby certifies that this is one of the Series 2021C Bonds described above.

**Old National Wealth Management**  
Evansville, Indiana  
Paying Agent and Bond Registrar

By: \_\_\_\_\_  
Authorized Officer

Authentication Date: \_\_\_\_\_

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Social Security (or other Identifying Number of Assignee))  
\_\_\_\_\_

\_\_\_\_\_ the within Series 2021C Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said Series 2021C Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

**NOTICE:** The signature of this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Series 2021C Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

\_\_\_\_\_

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on March 22, 2021, at approximately 5:50 p.m., EDT, pursuant to a virtual meeting streamed online as it was not feasible for the Corporation to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Tyler Murphy, President; Amy Green, Vice President; Stephani Spires, Christy Morris and Tom Jones. Also present, among others, were Marlene Helm, Secretary of the Board of Education and Acting Superintendent of Fayette County Schools; Myron Q. Thompson, Chief Operating Officer of the Board of Education; and John White, Treasurer of the Board of Education and Treasurer of the Corporation. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by President Murphy.

The President requested approval of the minutes of the last meeting of the Board of Directors of the Corporation. Upon a motion duly made and seconded, the minutes of the last meeting were approved.

Mr. John White next reviewed the proposed issuance of School Building Refunding Revenue Bonds, Series 2021A, for the purpose of refinancing and refunding the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2013A (the “Prior Bonds”), determined by the Treasurer of the Corporation with the advice of the Financial Advisor on the date of the sale of the Series 2021A Bonds, and which are scheduled to mature on or after October 1, 2024 (the “Refunding Program”) issued for the purpose to finance the costs of renovation, improvement and equipping of Deep Springs Elementary School, Glendover Elementary School, Garden Springs Elementary School and Jessie Clark Middle School (collectively the “Projects”), and noted that the Board of Education, in a Resolution proposed for adoption on this date, is expected to direct the Corporation to proceed with such financing by authorizing, selling and issuing approximately \$42,055,000 of the Corporation’s School Building Refunding Revenue Bonds, Series 2021A (the “**Series 2021A Bonds**”), secured by year-to-year lease payments to be made by the Board of Education to the Corporation (for lease of the school building properties being financed) in amounts sufficient to pay debt service on the Series 2021A Bonds.

The President then presented and opened discussion of a proposed Resolution of the Board providing for the financing transaction. The terms of and documentation relating to the proposed financing by the Corporation through the authorization, sale, and issuance of its School Building Refunding Revenue Bonds, Series 2021A, were discussed; and after discussion Director



Stephanie Spires introduced and moved adoption of the proposed Resolution, seconded by Director Christy Morris, identified by its title as follows:

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, TAXABLE SERIES 2021A, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2013A AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021A BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021A BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.**

Further discussion followed, and thereafter the President put the question and all Directors voted "aye." The President then declared that the motion had carried unanimously and the Resolution had been adopted.

There being no further business at this time, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

## CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the “**Corporation**”), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on March 22, 2021, as the same appear in the Corporation’s minute book in my custody and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, I have executed this Certification this March 22, 2021.

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Marlene Helm, Secretary  
Fayette County School District  
Finance Corporation

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on March 22, 2021, at approximately 5:50 p.m., EDT, pursuant to a virtual meeting streamed online as it was not feasible for the Corporation to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Tyler Murphy, President; Amy Green, Vice President; Stephani Spires, Christy Morris and Tom Jones. Also present, among others, were Marlene Helm, Secretary of the Board of Education and Acting Superintendent of Fayette County Schools; Myron Q. Thompson, Chief Operating Officer of the Board of Education; and John White, Treasurer of the Board of Education and Treasurer of the Corporation. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by President Murphy.

The President requested approval of the minutes of the last meeting of the Board of Directors of the Corporation. Upon a motion duly made and seconded, the minutes of the last meeting were approved.

Mr. John White next reviewed the proposed issuance of School Building Refunding Revenue Bonds, Series 2021B, for the purpose of refinancing and refunding the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2012B (the “Prior Bonds”), determined by the Treasurer of the Corporation with the advice of the Financial Advisor on the date of the sale of the Series 2021B Bonds, and which are scheduled to mature on or after July 1, 2023 (the “Refunding Program”) issued for the purpose to finance the costs of renovation, improvement and equipping of James Lane Allen Elementary School, Meadowthorne Elementary School, Stonewall Elementary School and Tates Creek Elementary School (collectively the “Projects”), and noted that the Board of Education, in a Resolution proposed for adoption on this date, is expected to direct the Corporation to proceed with such financing by authorizing, selling and issuing approximately \$34,575,000 of the Corporation’s School Building Refunding Revenue Bonds, Series 2021B (the “**Series 2021B Bonds**”), secured by year-to-year lease payments to be made by the Board of Education to the Corporation (for lease of the school building properties being financed) in amounts sufficient to pay debt service on the Series 2021B Bonds.

The President then presented and opened discussion of a proposed Resolution of the Board providing for the financing transaction. The terms of and documentation relating to the proposed financing by the Corporation through the authorization, sale, and issuance of its School Building Refunding Revenue Bonds, Series 2021B, were discussed; and after discussion Director Christy Morris introduced and moved adoption of the proposed Resolution, seconded by Director Amy Green, identified by its title as follows:

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, TAXABLE SERIES 2021B, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2012B AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021B BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021B BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.**

Further discussion followed, and thereafter the President put the question and all Directors voted "aye." The President then declared that the motion had carried unanimously and the Resolution had been adopted.

There being no further business at this time, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

## CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the “**Corporation**”), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on March 22, 2021, as the same appear in the Corporation’s minute book in my custody and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, I have executed this Certification this March 22, 2021.

---

Marlene Helm, Secretary  
Fayette County School District  
Finance Corporation