ehi CONSULTANTS

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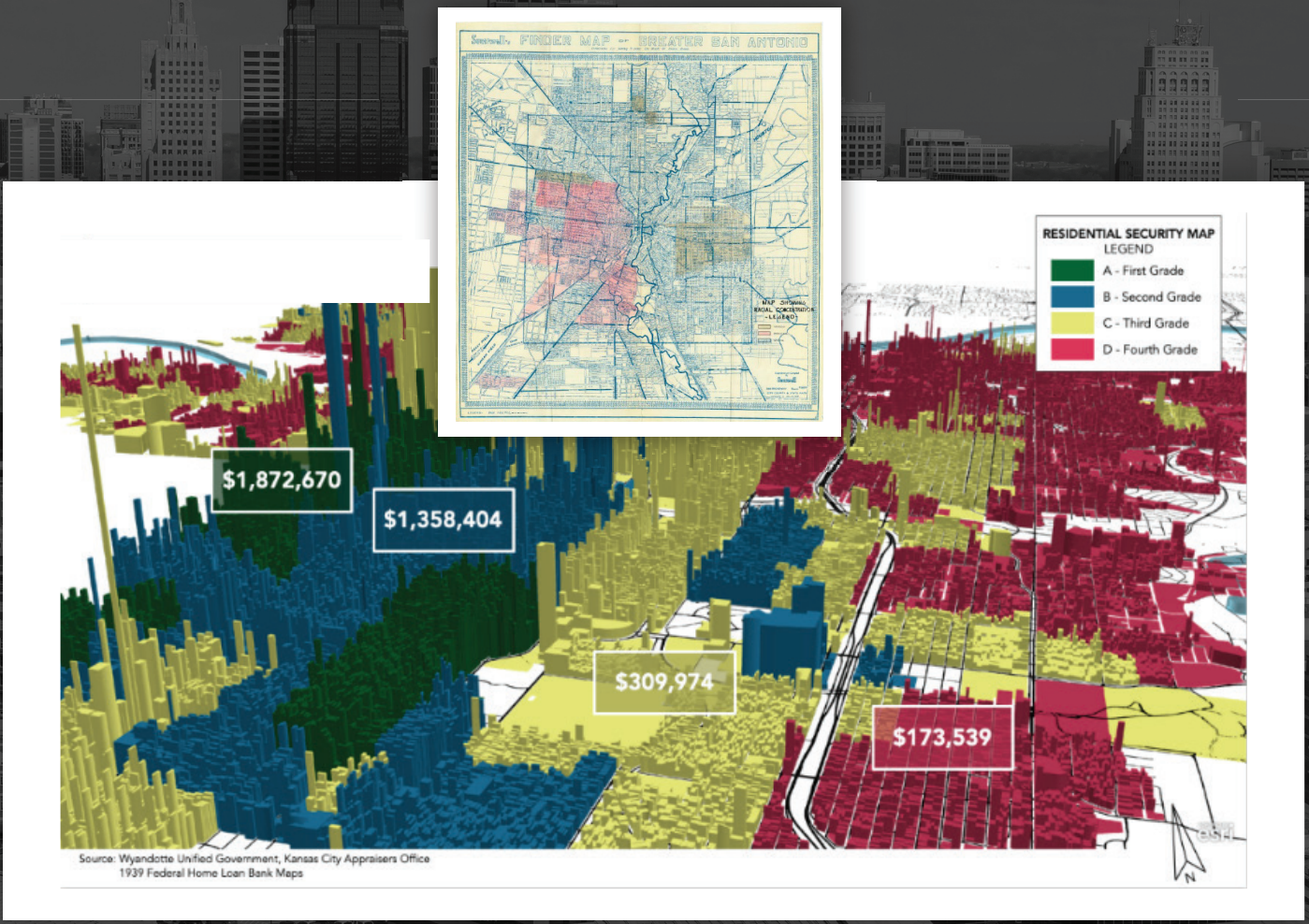

RFP #58-2024

Comprehensive Opportunity Assessment

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December 19, 2024

Mr. Todd Slatin – Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

Subject: Request For Proposal #58-2024
Comprehensive Opportunity Assessment

Dear Mr. Slatin,
EHI Consultants, in partnership with Urban3, is pleased to submit our proposal to conduct a Comprehensive Community Needs and Infrastructure Assessment for Lexington-Fayette County. With over 25 years of experience addressing community planning challenges in Lexington and the region, EHI has completed more than 20 neighborhood-based plans for Lexington alone and over 70 similar projects across the region. Our expertise in neighborhood planning, public engagement, and data-driven analysis positions us to deliver a thorough and actionable assessment that meets the objectives outlined in the RFP.

To enhance our capabilities, we have partnered with Urban3, an internationally recognized leader in 3D economic visualization. Their expertise in transforming complex data into compelling visual narratives—through tools like fiscal productivity modeling, cost-of-service analysis, and scenario evaluation—will allow us to illustrate community needs and service patterns in Lexington through a powerful and easily understandable lens. Together, our team combines local knowledge with cutting-edge analytical tools to provide LFUCG with meaningful insights and practical recommendations.

Our approach is rooted in data analysis, advanced visualization, and broad-based community engagement. By leveraging both quantitative and qualitative methods, GIS mapping, and Urban3's 3D modeling, we will assess conditions across the 13 indicators outlined in the RFP. These findings will be enhanced through direct input from a wide range of stakeholders to ensure the assessment reflects community priorities and perspectives.

We are excited about the opportunity to contribute to this initiative and are confident in our ability to deliver a comprehensive assessment that aligns with LFUCG's goals. The EHI Team looks forward to working alongside LFUCG staff to develop an economical and sustainable solution.

Sincerely,

EHI Consultants

SECTION 1:

Experience, Qualifications, and Organizational Capacity

Who we are

EHI Consultants, a collaborative, multidisciplinary firm, is well prepared to lead this effort. Founded in 1995, EHI has over 25 years of experience bringing innovative and modern solutions to community planning and design efforts in Lexington and Fayette County. We are extremely knowledgeable about the city's neighborhoods and communities based on our extensive local planning work. EHI has completed over 20 neighborhood-focused small area plans and studies for Lexington alone. We have also completed similar plans for communities in Louisville and other cities throughout the region. In total, EHI has participated in and completed over 70 planning efforts that have resulted in successfully implemented plans and strategies.

Our plans consistently address community development concerns and local conditions that impact the well-being and opportunities of residents. Components of our work include detailed analyses of social, physical, and economic trends, supported by empirical survey data that forms the basis of our recommendations. Our skill sets in neighborhood planning, community-based surveys, stakeholder outreach, and public engagement uniquely qualify us as a firm deeply familiar with Lexington's local context. Being locally based allows us to understand the social, political, and economic dynamics influencing planning strategies and policies. Our established relationships with residents, community groups, and stakeholders further strengthen our ability to effectively facilitate and implement meaningful planning processes.

Combining these attributes with our team's professional and technical capabilities enables EHI to 'hit the ground running,' as we have successfully delivered similar projects and are ready to meet the challenges outlined in the RFP..

CAPABILITIES

EHI Consultants operates as a full-service planning and engineering consulting firm, serving public and private sectors. Our services span land use planning, housing and community development, environmental planning, civil and environmental engineering, stakeholder and community outreach efforts, and public facilitation.

We're designated as a Small Business Administration (SBA) HUBZone firm and Small and Disadvantaged Business. Our certifications include the State of Kentucky – Transportation Cabinet and Kentucky Minority Business Council. Notably, we received the Kentucky Pacesetter Business Award from the SBA in 2011.

"It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community".

We Have Built a Foundation of Trust and Knowledge with LFUCG.

EHI has fostered a strong foundation of trust and expertise with LFUCG and other communities, exemplified by some of our relevant projects that have addressed the key indicators identified in the rfp:

- **East End Small Area Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Winburn Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Lexington Affordable Housing Needs Assessment** (Housing, Income, Education, Health, Transportation, Infrastructure, Civic Engagement, Financial)
- **Southend/Davis Park Urban Village Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement, Food Access)
- **The Lexington Community Land Trust** (Income, Housing, Parks, Public Facilities, Income, Food Access)
- **Green Acres Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Armstrong Mill Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Lexington Food Mobile Market Study Plan** (Income, Education, Health, Safety, Transportation, Infrastructure, civic Engagement, Financial Institutions, Food Access)

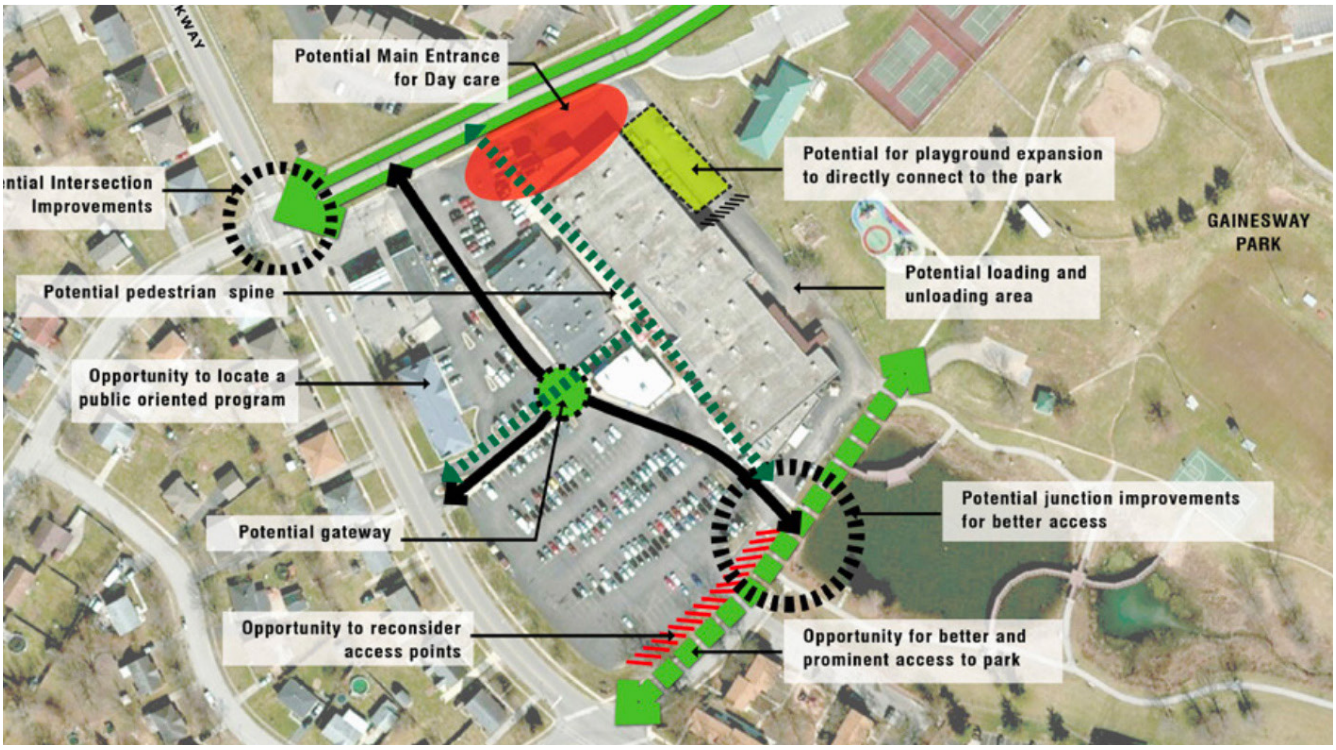
Our success lies in cultivating relationships with stakeholders, regulators, officials, and the community, reflecting our commitment to holistic service.

We Are Committed to the Local Community

EHI's commitment to the local community is unwavering and deeply rooted in its thorough understanding of Lexington and the roles of equity as it relates to social and physical planning indicators.

EHI has developed into one of the region's premier planning, engineering, and stakeholder engagement firms. Past performance assessment reports that we received from our federal agencies indicated the level and quality of our work performance. We have never received anything less than "very good or exceptional" reviews over the past 20 years. EHI takes pride in our performance and assessment reviews and strives to work closely with project managers to ensure that we are meeting the intent of the project's scope of work. We make every effort to establish at minimum monthly progress meetings, reporting mechanisms, and problem-solving strategies when an issue arises, while yet meeting our planned timelines.

Firm Profile



EXPERIENCED COMMUNITY PLANNING

Effective planning combines an institution's vision of what is possible with a practical knowledge of development trends and implementation. EHI has a broad range of local, regional, state, and national planning experience, including developing neighborhood and comprehensive plans, subdivision regulations and zoning ordinances. Our background includes experience in administering and implementing master and comprehensive plans through development plan review and project implementation.

EHI has been recognized by the Kentucky American Planning Association (KAPA) for outstanding plans and received a merit award from the Kentucky Chapter of the American Society of Landscape Architect for the Southend Park Urban Village Plan. EHI developed the Newtown Pike Extension Corridor Plan and has been involved with this project throughout its implementation since 2001. The American Association of State Highway and Transportation Officials (AASHTO) recognized this corridor and redevelopment project as one of the best transportation projects in the United States.

THOUGHTFUL COMMUNITY ENGAGEMENT

EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. Our approach to community engagement is not a public relations strategy but an honest attempt to include citizens in an inclusive and participatory planning process. This happens by creating a community engagement process that is inclusive, building relationships and capacity for communities to resolve conflicts and achieve consensus. EHI has built a record of success by working with our clients to develop personalized community outreach plans with clear messages that resonate with diverse audiences. Interactive project websites, innovative outreach events, surveys and direct mail campaigns are just a few of the creative communication strategies we have used to deliver information to citizens and get them engaged and excited about the process.

LOCAL AND ACCESSIBLE FIRM

EHI is an award winning 25-year-old local planning firm located in Louisville, and Lexington Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. EHI is staffed with accredited and professionally licensed individuals with the resources and capacity to provide a comprehensive range of planning related services. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment.



U3

Another critical team member that EHI has selected to team with us is URBAN3.

Urban3 is a real estate economics firm based in Asheville, North Carolina. They are leaders in visualizing equity and economic productivity using 3D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use, and in this case public policy as it relates to equity and disparity issues. Urban3's pioneering economic visualization work has earned international recognition.

CAPABILITIES:

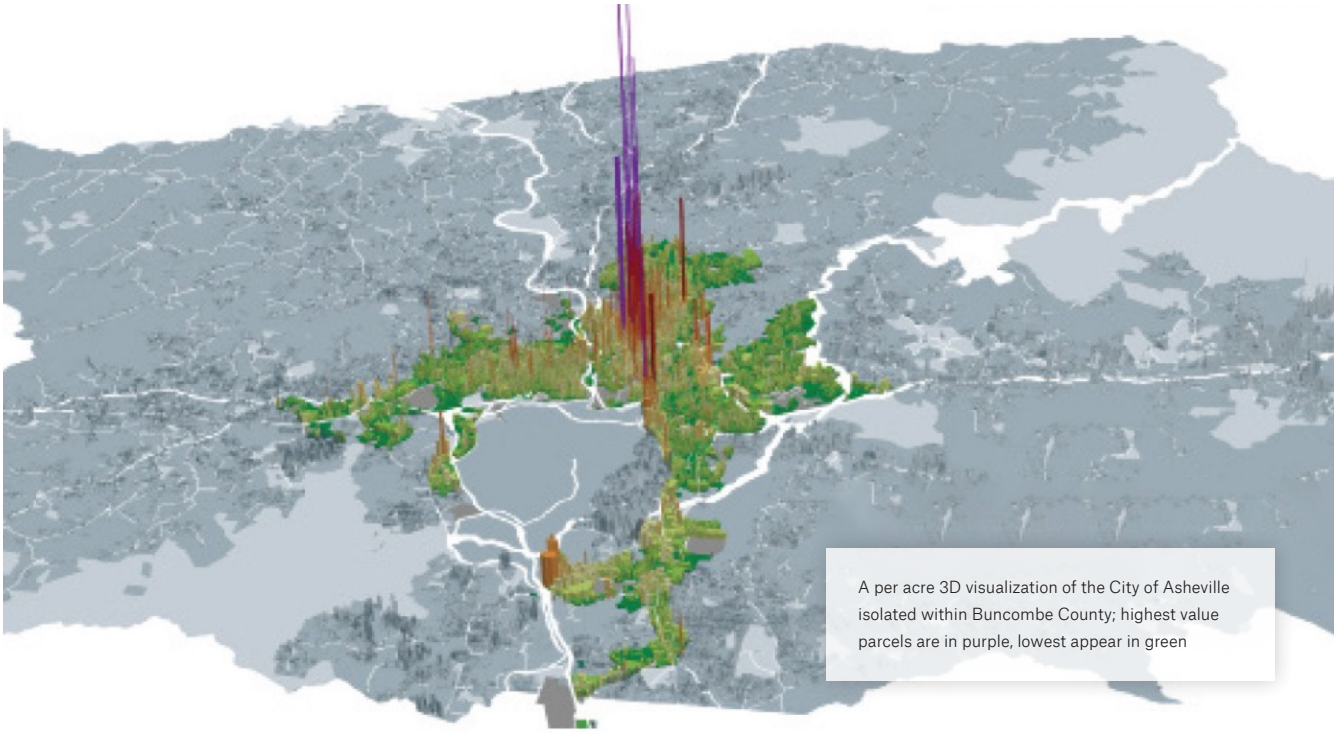
- **3D Visualization of Economic Data:** Urban3 was the first firm to visualize a community's value per acre and illustrate the impacts of land use on municipal economic health in 3D.
- **Revenue Modeling Analysis:** They model where the most and least fiscally productive
- **Cost of Service Analysis:** Urban3 can visualize where a community is leaking money or which areas produce more value in revenue than they consume in city services.
- **Scenario Analysis:** They quantify and visualize the impact of development scenarios proposed by urban designers or architects, aiding in data-driven decision-making.
- **Public Asset Valuation:** Urban3 presents the abundance of publicly-owned land as a potential solution for municipalities facing infrastructure spending deficits.

EXPERIENCE:

- **Geographical Reach:** Urban3 has conducted analyses in over 160 communities across 35 states in the United States, as well as in New Zealand, Canada, and Australia.
- **Diverse Clientele:** Their clients include municipal governments, urban planners, developers, and community organizations, all seeking to understand and improve the economic productivity of their land use.
- **Notable Projects:** Urban3's work has been featured in various publications and case studies, highlighting their role in helping communities visualize and reshape their economic realities.

By integrating Urban3's advanced analytical tools and visualizations with EHI's local expertise and community engagement strategies, the partnership is well-equipped to deliver a comprehensive and insightful response to the Comprehensive Equity Assessment RFP.

Firm Profile



A per acre 3D visualization of the City of Asheville isolated within Buncombe County; highest value parcels are in purple, lowest appear in green

WHO IS URBAN3?

Urban3 is a real estate economics firm based in Asheville, North Carolina. We are leaders in visualizing economic productivity using 3D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use. Urban3's pioneering economic visualization work has earned international recognition.

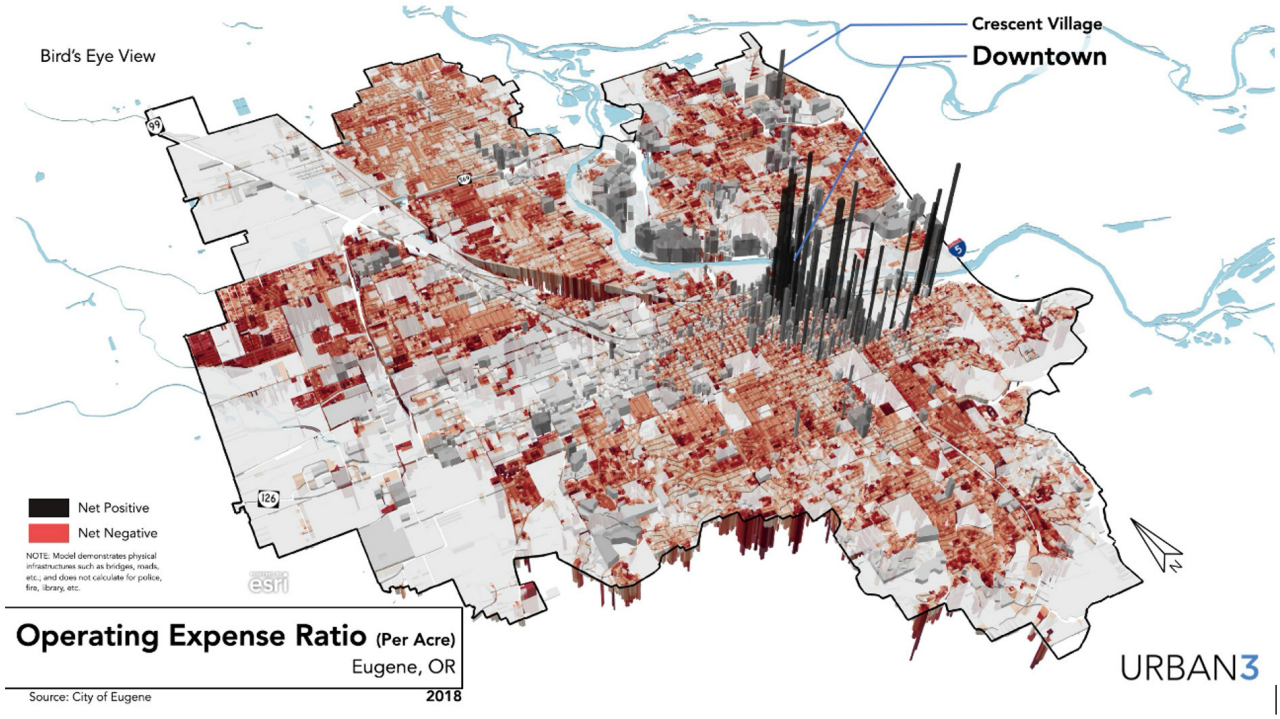
WHY 3D MODELING?

Urban3's visualizations are composed using local data and create a snapshot of the fiscal health of a community. We think of it as our client's Economic MRI. The visuals not only reflect the relative fiscal potency of development patterns, but aid decision makers in delivering a clear and data-driven understanding of the economics of place. Our 3D images are a new way of seeing the world in which fiscal efficiency is immediately apparent.

WHY IS VISUALIZING A COMMUNITY'S FINANCIAL HEALTH IMPORTANT?

Mapping and analyzing the financial health of a community helps policymakers and practitioners prioritize capital improvements and community design decisions. Our method simplifies complex information to include everyone in real conversations about community growth. Through our visualizations, communities have the resources to make informed decisions about future development.

Our Team



Our team is led by locally based professionals who will be supported by national experts. Our team includes our most qualified planners and, data analysts, researchers, and GIS mapping analysts, who also have the appropriate capacity to produce the work with a high level of quality and schedule commitments.

TEAM APPROACH

The team's approach will ensure a comprehensive community needs assessment that incorporates both community narratives (qualitative data) and robust, evidence-based economic and spatial analyses (quantitative data). EHI

will lead data gathering and coordinate community engagement and stakeholder interviews, while Urban3's data visualization techniques will translate the varied and complex data into actionable insights for decision-makers.

Together, EHI and Urban3 will develop a nuanced, actionable set of strategies through a series of graphic visualizations composed using local data to create a snapshot of the fiscal health and development patterns within the community. We think of it as your Economic MRI. These visuals will not only highlight the relative strength of various development patterns but also aid decision-makers in delivering a clear and data-driven understanding of the economics of place. The 3D images are a new way of seeing the community landscape, with fiscal efficiency and development trends made immediately visible.

Our deliverables will consist of detailed GIS-based 3D maps along with a supporting narrative document designed to resonate with a broad range of Lexington residents and stakeholders, while highlighting service gaps, infrastructure conditions, and planning opportunities tailored to the city's unique context.

The advantages and core strengths of the EHI/Urban3 team consist of:

1. Integrated Leadership Structure:

- EHI Consultants will serve as the primary project lead, leveraging their local expertise, community engagement strategies, and policy analysis capabilities.
- Urban3 will act as the technical lead, specializing in financial modeling, spatial analysis, and visualizing the impacts of urban policies on land use and community development.

2. Complementary Expertise:

- **EHI Consultants' Local Knowledge and Community Engagement:** EHI Consultants, based in Lexington, brings a deep understanding of the local dynamics, history, and socio-economic landscape. Their established relationships with community stakeholders and familiarity with Lexington's unique challenges and opportunities ensure a culturally and contextually relevant assessment.
- **Urban3's Data Analytics and Visualization Expertise:** Urban3 specializes in spatial and economic analysis, leveraging advanced data visualization techniques to reveal patterns in land use, development trends, and municipal financial performance. Their innovative use of 3D mapping and fiscal analysis provides a compelling, data-driven foundation for understanding community development dynamics.
- By combining EHI's local insights and Urban3's technical expertise, the team can address both qualitative and quantitative dimensions of equity.

3. Collaborative Methodology:

- **Research & Data Collection:** EHI will facilitate community engagement and data collection while Urban3 ensures spatial and financial data integrity.
- **Analysis:** Both teams will collaboratively assess the data, integrating quantitative spatial analysis with qualitative feedback from community stakeholders.
- **Reporting & Recommendations:** Urban3 will create interactive and accessible visuals, while EHI will draft actionable policy recommendations tailored to LFUCG's goals.

4. Engagement and Communication:

- Team meetings to ensure seamless coordination.
- A shared project management platform for transparency in task tracking and deliverables.
- Regular updates to LFUCG to incorporate feedback and adjust the approach dynamically.

5. Commitment to Equity and Inclusion:

- Ensure broad community participation through public forums and workshops designed to gather input from a wide range of residents and stakeholders.
- Utilize innovative visualization tools from Urban3 to present complex data in a clear, accessible format that supports informed decision-making.

6. Deliverables:

- Comprehensive opportunity assessment report addressing the RFP's five selection criteria.
- Data-driven visualizations and maps illustrating current community conditions and the potential impacts of proposed policies.
- A roadmap for implementing recommendations aligned with LFUCG's priorities.

7. Experience and Qualifications:

- **EHI Consultants:** Decades of experience in public policy and community engagement, with a focus on data-informed planning solutions.

- **Urban3:** Renowned for transforming complex data into actionable insights through spatial and financial analytics.

Alignment with RFP Evaluation Criteria Expertise in Equity Assessments :

- EHI brings years of experience in urban planning and policy analysis grounded in community needs and development trends.
- Urban3's pioneering work in fiscal impact visualization enhances understanding of land use efficiency and public investment outcomes

Comprehensive Methodology:

- An integrative approach that combines community engagement, qualitative data, and cutting-edge geospatial analytics.

Experience with Local Governments

- Both firms have collaborated with municipalities, locally and nationwide, demonstrating proven results in urban panning and fiscal impact projects.

Feasibility and Timeline Clarity:

- A well-defined work plan ensures deliverables are met on schedule, leveraging both organizations' project management expertise.

Cost-Effectiveness:

- The partnership reduces redundancies by utilizing the specific strengths of each firm, ensuring maximum impact per dollar spent.

CONCLUSION

EHI and Urban3 offer a uniquely powerful partnership capable of delivering a data-rich and community-grounded Comprehensive

Key Personnel

CORE TEAM



Ed Holmes, AICP

Project Manager in Charge

Edward Holmes is a certified urban planner with over 35 years of experience, specializing in sustainable planning strategies for redevelopment, master planning, and land use projects. As a Principal at EHI Consultants, he has developed frameworks for environmentally responsible planning techniques and strategies. His expertise includes urban design, comprehensive planning, zoning, housing market studies, and community engagement. He has received recognition from the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his contributions to innovative rural farmland preservation zoning, comprehensive and neighborhood planning. Founder and President of EHI, Ed is a certified planner with over 40 years of experience focusing on incorporating planning strategies into housing development redevelopment, master planning, and land use plans. Mr. Holmes has extensive public and private experience in affordable housing, land use, and comprehensive planning, first serving as a land use planner and then as Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning.



Ryan Holmes, AICP

Project Manager

Ryan possesses more than 15 years of expertise in land use and regulatory planning. His professional focus lies in master planning, sustainable design, and greenfield redevelopment strategies, with a strong emphasis on housing and community revitalization, enhancing quality of life, and fostering economic development. Throughout his career, he has authored numerous comprehensive plans, housing studies, subdivision regulations, zoning ordinances, and other planning and regulatory codes, many of which have been recognized by the Kentucky Chapter of the American Planning Association for their innovative approach to urban and rural land planning standards. Ryan is currently serving on the State's Kentucky Workforce Innovation Board, along with serving as a board member of Lexington's Industrial Authority Board.



Thomas Benford

Planning Research Assistant

Thomas has more than 15 years of experience with the ability to gather and assemble data and prepare an analysis. Thomas is proficient in all aspects of census, survey deployment, and ESRI software data gathering. He is experienced and proficient in economic and demographic data gathering and analysis. He is currently gathering similar types of demographic data for projects in Louisville and Lexington, (Davis Park Housing, Louisville District 21 Neighborhood). Thomas also assisted in the planning data gathering and analysis for the housing assessment components for the Winburn, Armstrong Mill Rd., and Cardinal Valley Small Area Plans in Lexington. Thomas will be leading the efforts in demographic data gathering and analysis of both housing and economics. Thomas has a degree in communications. Thomas has been with EHI for 14 years.



Adam Klier

Project Planner

Adam brings a strong understanding of housing, planning, and land use experience to projects as a planner for EHI. He has worked on a variety of planning and housing-related projects in Louisville, Lexington, and the region, addressing issues around regulations, land use, and housing strategies. His tasks will be to coordinate the housing research and methodology analysis with community stakeholders and assist in determining affordable housing needs, funding strategies, and interface with TPMA. His most recent and relevant projects include the Town Branch Park and Cardinal Run Park stakeholder outreach and engagement, Paris Bourbon County Comprehensive Plan housing, and demographic analysis. He is proficient in data analysis, GIS, ESRI software, and mapping. Adam is a graduate of Cornell University with a bachelor's degree in urban Regional Studies.



Joseph Minicozzi, AICP

Principal

Joe Minicozzi will lead the team for this project and present the final results in a public setting if desired. Under Joe's leadership, Urban3's work in pioneering geospatial representations of economic productivity has prompted a paradigm shift in understanding the economic potency of urbanism and the value of well-designed cities. Through Joe's direction, our analysts create visualizations to provide communities with the resources to make informed decisions about future development and its financial impacts.



Phillip Walters, AICP

Chief Analyst

Phillip is the chief analyst at Urban3. He brings together the perspectives of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analysis skills, he endeavors to help the public understand the underpinnings of how land use decisions will change their future. Phillip will manage the day-to-day project flow, including scheduling all client calls, meetings and milestones with the analysts.



Adam Carr, AICP

Project Manager

Adam has experience at the local government level and recognizes social, economic, and environmental issues that places face. His spatial data analysis and planning expertise provides a strong foundation for considering solutions to planning and development challenges. His approach is to help communities reach their goals by understanding what makes them special and by evaluating opportunities to grow equitably and sustainably.



Brooke Robinson

Graphics Specialist

Brooke enhances complex data findings into visually engaging maps, illustrations, and presentations. She endeavors to create visuals that the public will find engaging and hopefully motivational for taking action to improve our built environment. Before joining Urban3, Brooke worked as a graphic designer, GIS analyst, and freelance illustrator. She currently resides in her hometown of Atlanta, Georgia.

SECTION 2:

Project Design and Operation

Understanding the Project Scope and Objectives:

To thoroughly understand the project's scope and objectives, as outlined in the RFP, our team will conduct extensive meetings and workshops with relevant LFUCG agencies, departments, community leaders, local businesses, and other key housing stakeholders. Our team will actively listen and engage with these stakeholders to gain insights into their priorities, concerns, and service needs.

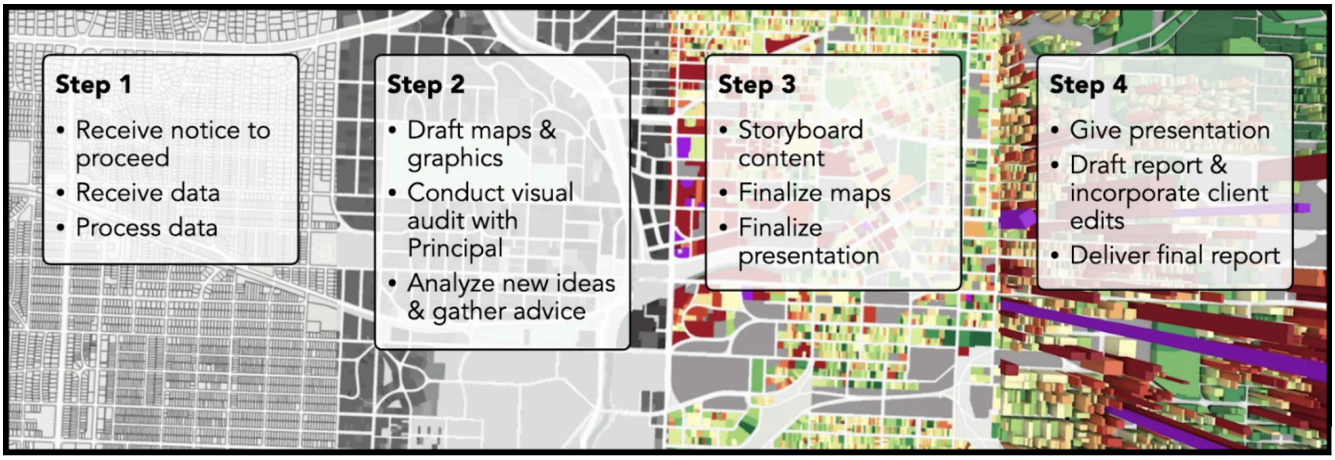
EHI has deep knowledge of the Lexington community landscape. Our staff and project team will carefully design the engagement process to identify the full range of perspectives that should inform the assessment—recognizing that those typically involved in local decision-making do not always reflect the broader community. From Day 1, we will prepare a comprehensive stakeholder list to ensure broad representation and input from a wide variety of individuals and organizations, similar to our work on housing and small area plans. EHI and the project team will:

- Identify groups and individuals who may be most affected by local development decisions and related issues, considering geographic areas, housing types, and community interests.
- Identify community organizations (including service providers, neighborhood groups, and faith institutions) that have trusted relationships and can help facilitate outreach to broader segments of the public.
- Engage with civic organizations, advocacy groups, and governmental agencies that bring valuable perspectives and local knowledge to the process.

Assessment of the 13 Key Indicators

By examining these indicators through demographic, economic, and geographic lenses, our team approach will generate actionable insights to support informed policy-making and strategic investment decisions that promote a stronger and more resilient Lexington-Fayette County.

Through a robust research and data-gathering effort, combined with GIS mapping technology, the project team will identify and address service gaps and development challenges. This work will take a comprehensive, sector-focused approach that integrates both quantitative analysis and qualitative community feedback. The assessment will help uncover underlying community needs, evaluate service access and resource distribution, and prioritize practical solutions. This proactive, data-driven initiative is designed to support the government's commitment to improving quality of life and fostering broad-based opportunity for all residents.



1. Parks and Open Spaces

- **Assessment:** Parks and green spaces play a critical role in enhancing public health, quality of life, and community connection.
- **Challenges:** Past disinvestment and physical barriers may limit access in some areas.
- **Approach:** Urban3 will use GIS mapping to assess geographic service coverage and conduct surveys to evaluate community satisfaction.

2. Public Facilities

- **Assessment:** Local public facilities and infrastructure are essential for education, resilience, and community services.
- **Challenges:** Aging infrastructure, accessibility issues, and gaps in service delivery.
- **Approach:** Analyze facility condition assessments and demographic data to identify areas with infrastructure needs.

3. Housing Availability

- **Assessment:** EHI's recently completed LFUCG Housing Need Assessment, found that housing stability directly impacts economic mobility, health, and educational outcomes. .
- **Challenges:** Wage gaps and limited employment diversity in some areas.
- **Approach:** Use census data to map income trends and gather local input on employment conditions.

4. Income

- **Assessment:** Income variation across neighborhoods affects access to services and economic opportunity.
- **Challenges:** Income inequality compounded by employment segregation and wage disparities.
- **Approach:** Utilize census data to map income trends and conduct interviews to capture qualitative perspectives.

5. Education

- **Assessment:** Education quality and access are foundational to long-term community success.
- **Challenges:** Variability in school resources, funding, and program availability.
- **Approach:** Assess per-pupil spending and facility quality across service areas.

6. Health

- **Assessment:** Health outcomes are shaped by environmental, economic, and educational factors.
- **Challenges:** Limited healthcare access and high incidence of chronic illness in certain areas.
- **Approach:** nalyze proximity to healthcare facilities and conduct focus groups to understand access barriers.

7. Safety

- **Assessment:** Public safety influences residents' sense of security and mobility.
- **Challenges:** Areas with high crime rates and slower emergency response times.
- **Approach:** Map crime and emergency response data and gather community perspectives on safety priorities.

8. Arts, Entertainment, and Tourism

- **Assessment:** Arts and cultural amenities contribute to civic pride and economic development.
- **Challenges:** Uneven availability and support for community programming.
- **Approach:** Map the location of cultural assets and evaluate trends in public and private investment.

9. Transportation

- **Assessment:** Reliable transportation systems ensure access to jobs, services, and education.
- **Challenges:** Limited transit options and infrastructure aging.
- **Approach:** Conduct travel time analyses and evaluate multimodal access using GIS overlays.

10. Infrastructure Investment

- **Assessment:** Infrastructure plays a foundational role in supporting economic activity and quality of life.
- **Challenges:** Outdated systems, broadband limitations, and deferred maintenance.
- **Approach:** Compare investment levels by geography and prioritize areas with the most pressing needs.

11. Civic Engagement

- **Assessment:** Participation in civic life reflects residents' access to information and confidence in public processes.
- **Challenges:** Low turnout and limited engagement opportunities in certain areas.
- **Approach:** Use public data to map participation levels and work with local organizations to improve outreach.

12. Food Access

- **Assessment:** Limited access to nutritious food impacts community health and household budgets.
- **Challenges:** Limited access to fresh produce and reliance on unhealthy food options.
- **Approach:** Conduct spatial analyses of food service locations and collaborate with partners to identify alternatives.

13. Access to Financials Institutions

- **Assessment:** Proximity to banking and financial services affects financial stability and planning.
- **Challenges:** Fewer traditional financial institutions and prevalence of high-cost alternatives in some areas.
- **Approach:** Map the distribution of financial service providers and analyze service coverage relative to residential areas.

Project Design

Document gathering review and analysis

In this phase, we will conduct a comprehensive review of all relevant documents, plans, and studies—some of which were prepared or supported by EHI—related to previous planning initiatives in Lexington. This review will provide valuable context and inform the direction of our subsequent planning efforts. EHI will coordinate with LFUCG staff to identify and select key documents for analysis. We will evaluate the recommendations, outcomes, and findings of these reports and assess their relevance to current community development needs and infrastructure priorities. This review and analysis will inform our mapping, data modeling, and narrative development for the final deliverables.

WEBSITE

We propose, as part of the outreach and engagement effort, setting up a project-specific website, using a vanity URL (Lexington equity or something memorable). The website is then used as a primary communication portal both out to the community as well as hosting project information and collecting input. We will employ a mix of traditional and digital outreach methods. Public forums and workshops will provide a platform for open discussions and brainstorming sessions around the issues of historic disparities and equity. We will conduct online surveys accessible to everyone and interest groups to ensure broad participation.

We would drive all communication to and through the website, giving our team ready and real-time access.

EHI also recognizes that web-based tools can be a helpful supplemental strategy to get information out into the community and to receive community input. That said, we have found that the implementation of web-based tools should also be informed by community members' access to relevant technology and reliable internet access.

We will provide access to information, surveys, and data to those groups that have limited to no access to the Internet through distribution outlets for information through the utilization of newspapers, newsletters, television, and public information forums.



STAKEHOLDER ENGAGEMENT

We will implement a comprehensive stakeholder engagement effort that includes targeted interviews and focus groups. By involving representatives from a range of community interests and sectors, we will ensure the project's objectives reflect the input and insights gathered directly from the public.

Since its founding in 1995, EHI has successfully facilitated numerous public engagement and stakeholder involvement initiatives that build trust, gather feedback, and strengthen planning efforts. Our approach is centered on creating multiple entry points for public and stakeholder interaction, allowing for both formal and informal contributions to the process. This method enables the team to reach a broad audience, deliver project information clearly, and receive meaningful input.

We base our engagement framework on six core principles of effective public involvement:

1. Focus outreach on the best interests of the community

2. Ensure engagement is open, transparent, and meaningful

3. Tailor outreach strategies to be context-sensitive and accessible to a wide range of community groups, including renters, developers, and housing providers

4. Deliver timely and relevant information throughout the project

5. Share accurate, easy-to-understand materials

6. Promote transparency throughout the decision-making process

EHI has successfully applied this approach in recent LFUCG projects such as the Douglass Pool study, Davis Park planning process, and the Mobile Market initiative.

In collaboration with LFUCG staff and officials, EHI will develop a detailed schedule of outreach and engagement activities that will bring together a diverse group of stakeholders, organized around the 13 key indicators identified in the project scope.



DATA GATHERING AND ANALYSIS

Our data gathering and analysis will include a review of U.S. Census, ESRI, and other socioeconomic data sets relevant to Lexington-Fayette County. Data will be aggregated to the census tract, block, and zip code levels to enable detailed spatial analysis. Working alongside Urban3, we will apply advanced mapping and GIS technologies to accurately identify and visualize patterns in development, infrastructure access, and community service distribution.

SURVEY DESIGN AND METHODOLOGY

Surveys will be specifically designed to align with the 13 indicators outlined in the RFP. Each instrument will be carefully crafted to ensure scientific validity and topic relevance. We will work with government officials, stakeholders, and subject matter experts in shaping survey content to improve trust, accuracy, and clarity. Our aim is to ensure survey accessibility for various community groups and to gather data that supports well-informed analysis.

Using EHI's survey software, we will implement a multiwave approach that incorporates ethnographic and cognitive data collection methods. This approach allows us to test and refine questions based on respondent feedback, ensuring clarity and improving response accuracy for better data interpretation.

DATA-DRIVEN VISUALIZATIONS AND MAPS

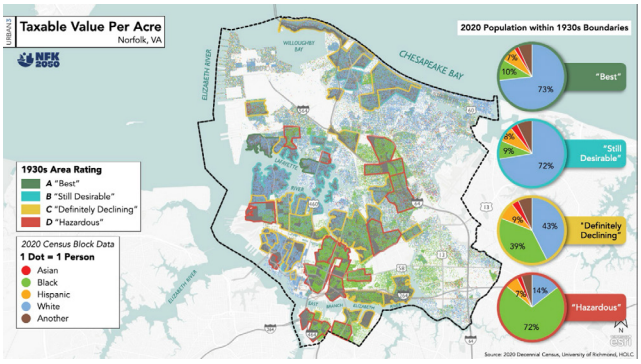
The assessment will include data visualizations, 3D modeling, and renderings that reflect the findings of the project. These visuals will align with GIS-based analysis to present patterns in infrastructure, service accessibility, housing trends, and municipal productivity.

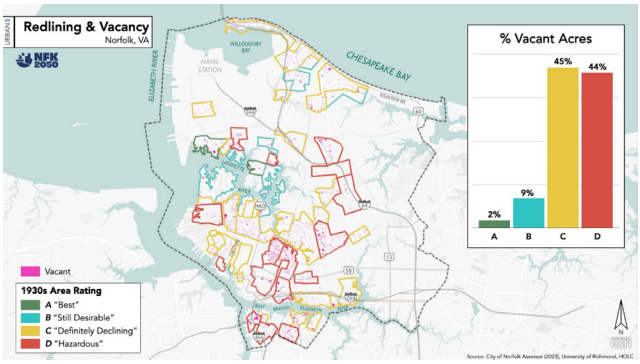
VISUALIZING DATA FOR IMPACTFUL URBAN ANALYSIS

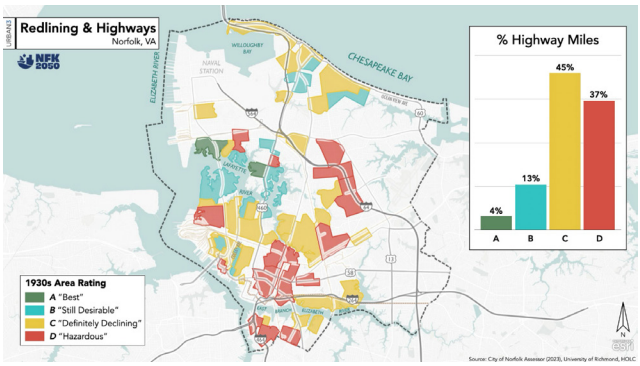
Urban3 specializes in translating complex datasets into visually compelling formats that reveal patterns in land use, infrastructure investment, and fiscal performance. Their method filters out data noise to focus on the clearest and most actionable insights. These tools will be integrated into the Lexington assessment to support informed decision-making and data-supported planning.

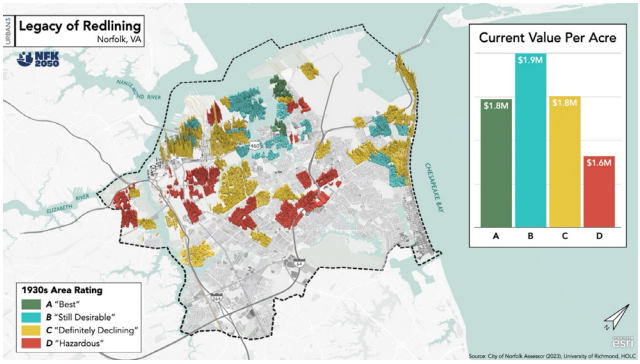
NORFOLK

In Norfolk, Urban3's analysis examined the long-term fiscal impacts of historic development policies, infrastructure placement, and capital access limitations. The analysis revealed areas with significant housing loss and underperformance in municipal value, particularly where highway construction and urban renewal had concentrated. Mapping these trends alongside fiscal productivity data offered valuable insights for redevelopment planning.



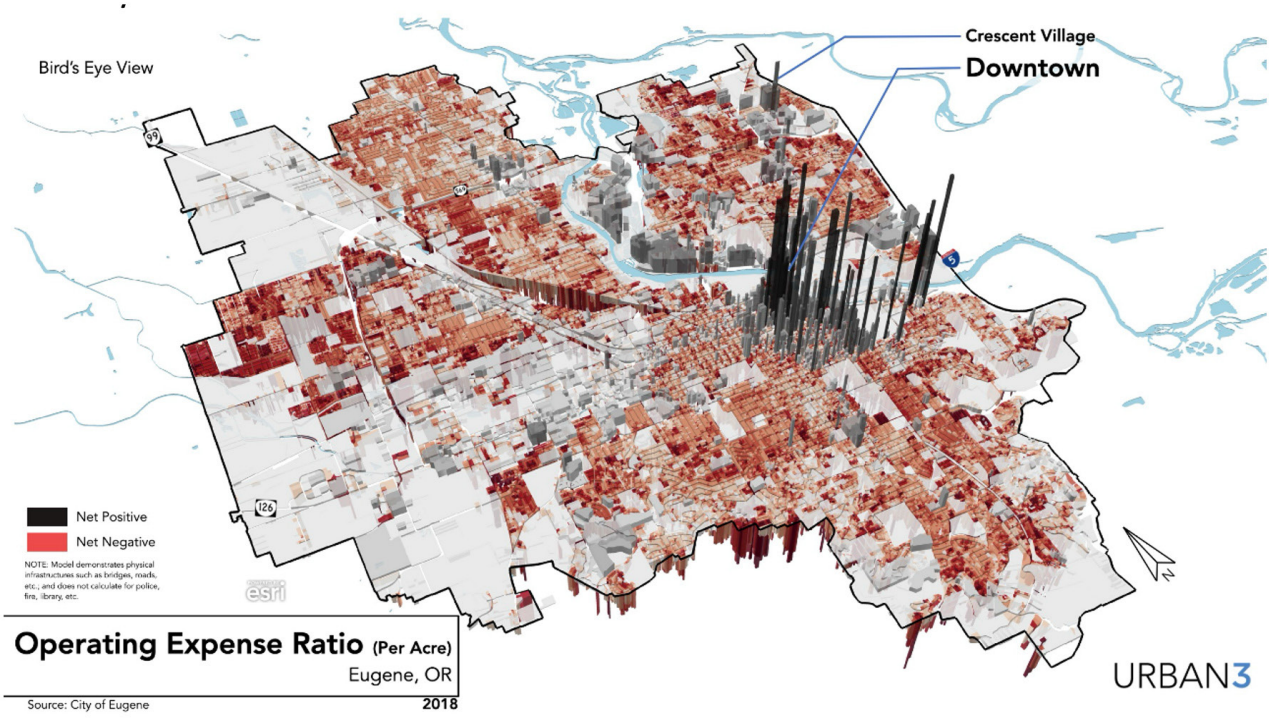




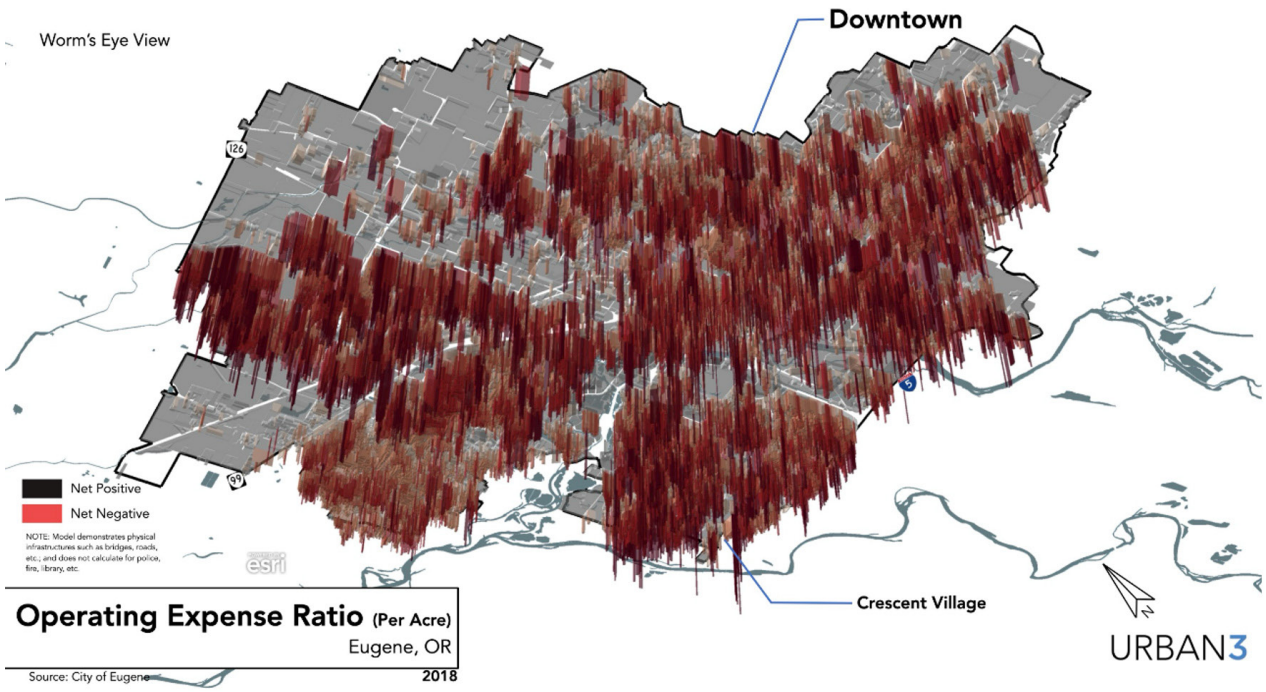


EUGENE

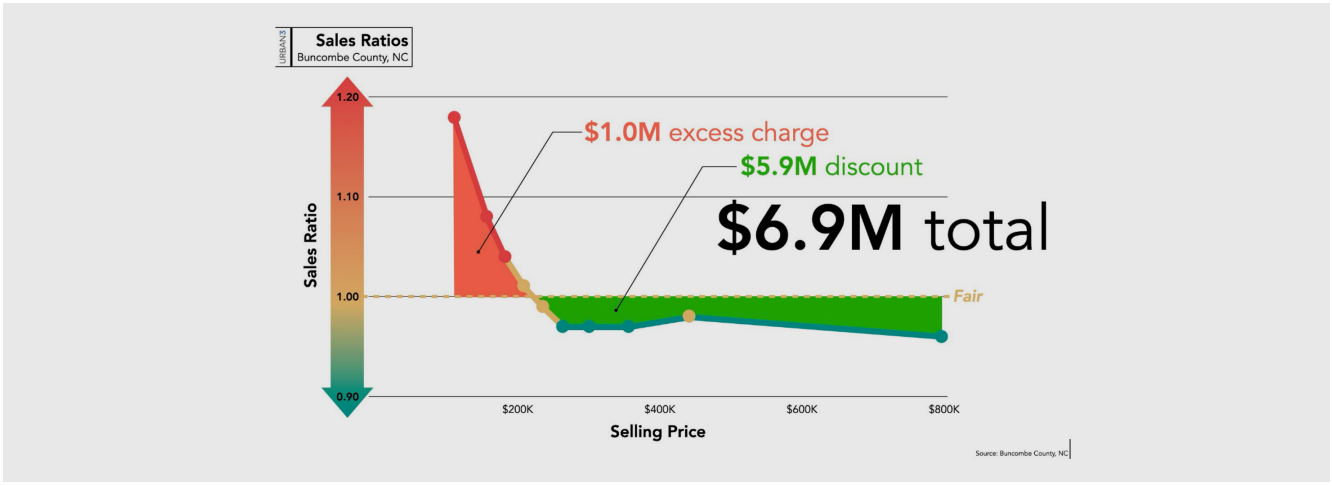
Urban3's work in Eugene involved a "net revenue" model that compared tax revenues from individual parcels against the public costs of infrastructure—such as roads and utilities. The visual analysis revealed which areas were fiscally self-sustaining and which were not. This model informed discussions about growth boundary expansion, highlighting the need to improve underperforming areas before pursuing new development.



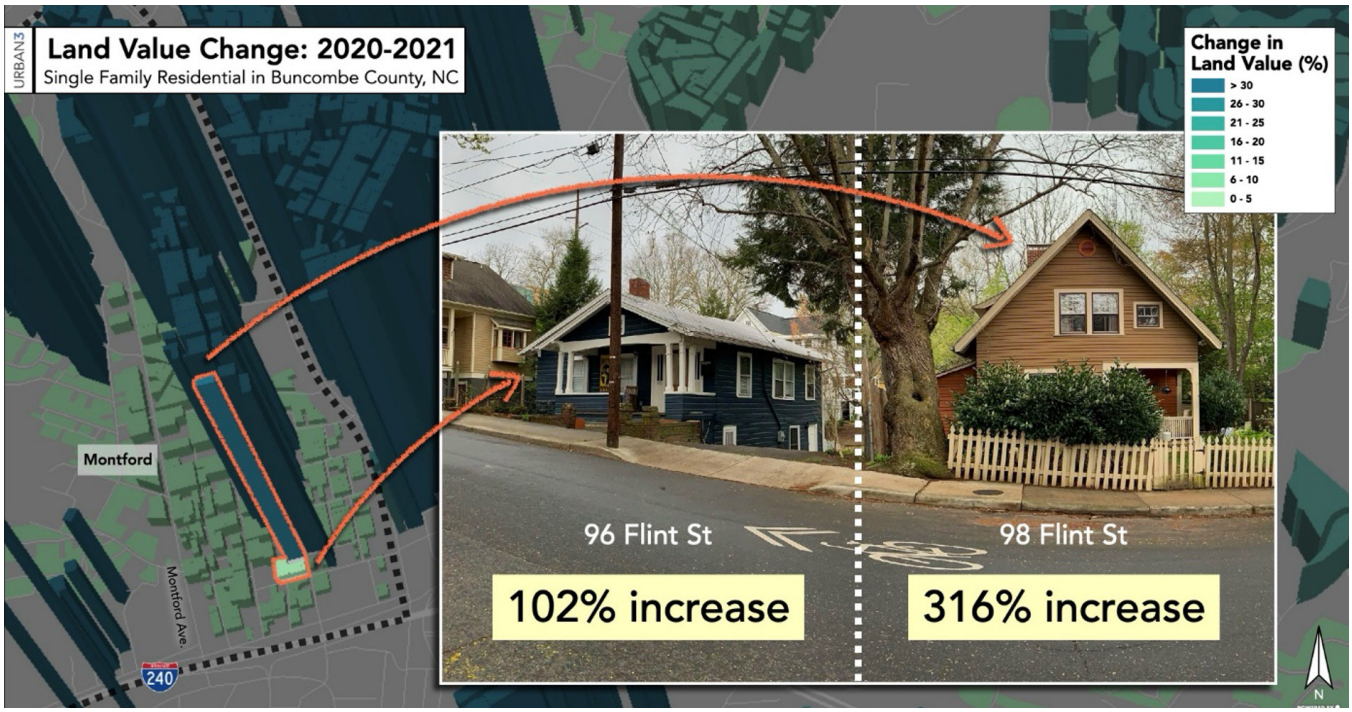
This is the 'worm's eye' view of the model:



If Lexington is interested in examining how property tax policies influence development patterns and municipal revenue, then the assessment system should be analyzed beyond conventional 'sales ratio' methods. These ratios can be mapped alongside land use, neighborhood trends, and valuation policies to better understand whether certain areas are consistently over- or under-valued, and how that may impact long-term fiscal sustainability and investment planning.

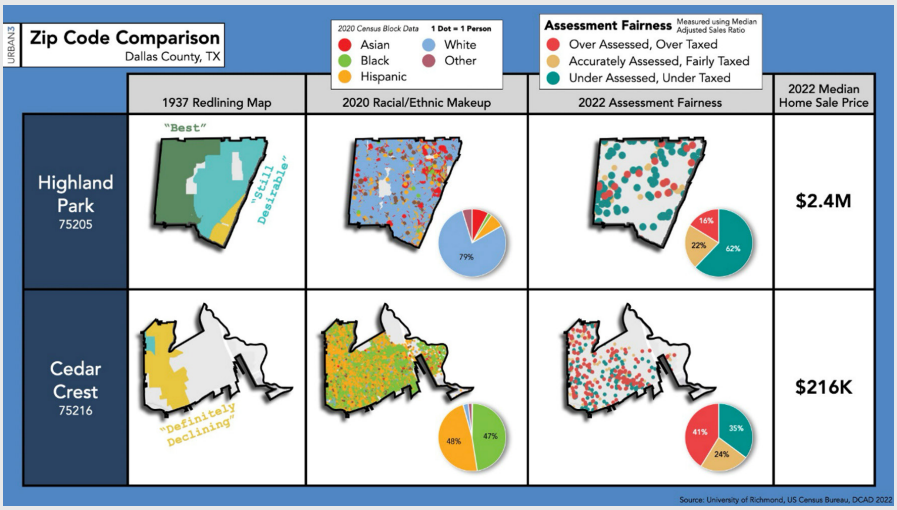


This slide is one of the clearest examples of how policy decisions can produce unexpected impacts on land valuation. The model shows the "change in land value" resulting from a recent reassessment, displayed in 3D to highlight the variation across parcels. In this case, two adjacent properties show a land value increase of more than 200%, with the shift occurring along a single block. The change appears to be driven by the boundaries defined under a local neighborhood tax code, which may not fully account for uniform assessment practices. This discrepancy was not immediately evident until the reassessment data was mapped, making the issue visually apparent and providing critical insight into how policy boundaries can affect property valuation.



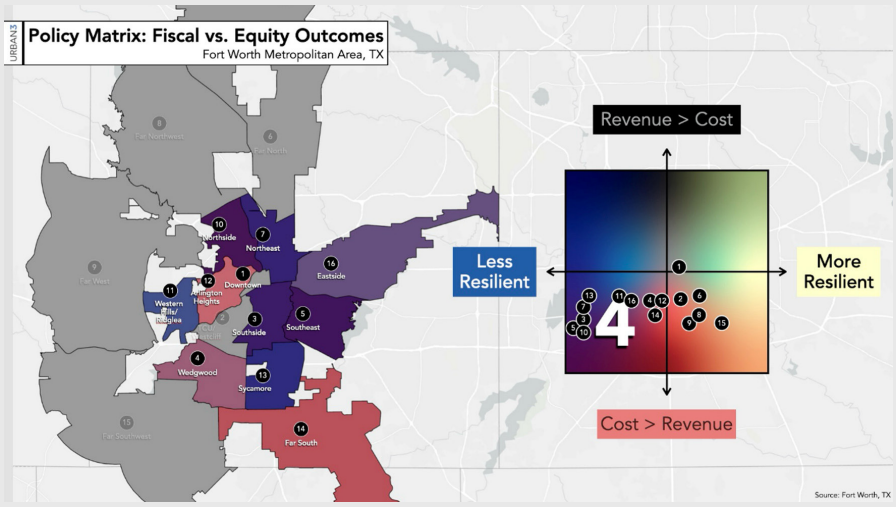
DALLAS

The following slide, drawn from a case study in Dallas, TX, presents a comparison between two neighborhoods—both equidistant from downtown—but with markedly different property valuations. One neighborhood, previously designated under historic assessment boundaries, shows significantly higher rates of over-assessment compared to the other. For example, only 16% of parcels in Highland Park were found to be over-assessed, while 41% of parcels in Cedar Crest were. Conversely, 62% of parcels in Highland Park were under-assessed, compared to just 35% in Cedar Crest. This suggests that systemic differences in how neighborhoods are valued may exist, with lower-wealth areas more frequently assessed above market value, potentially impacting homeowners' tax burdens.

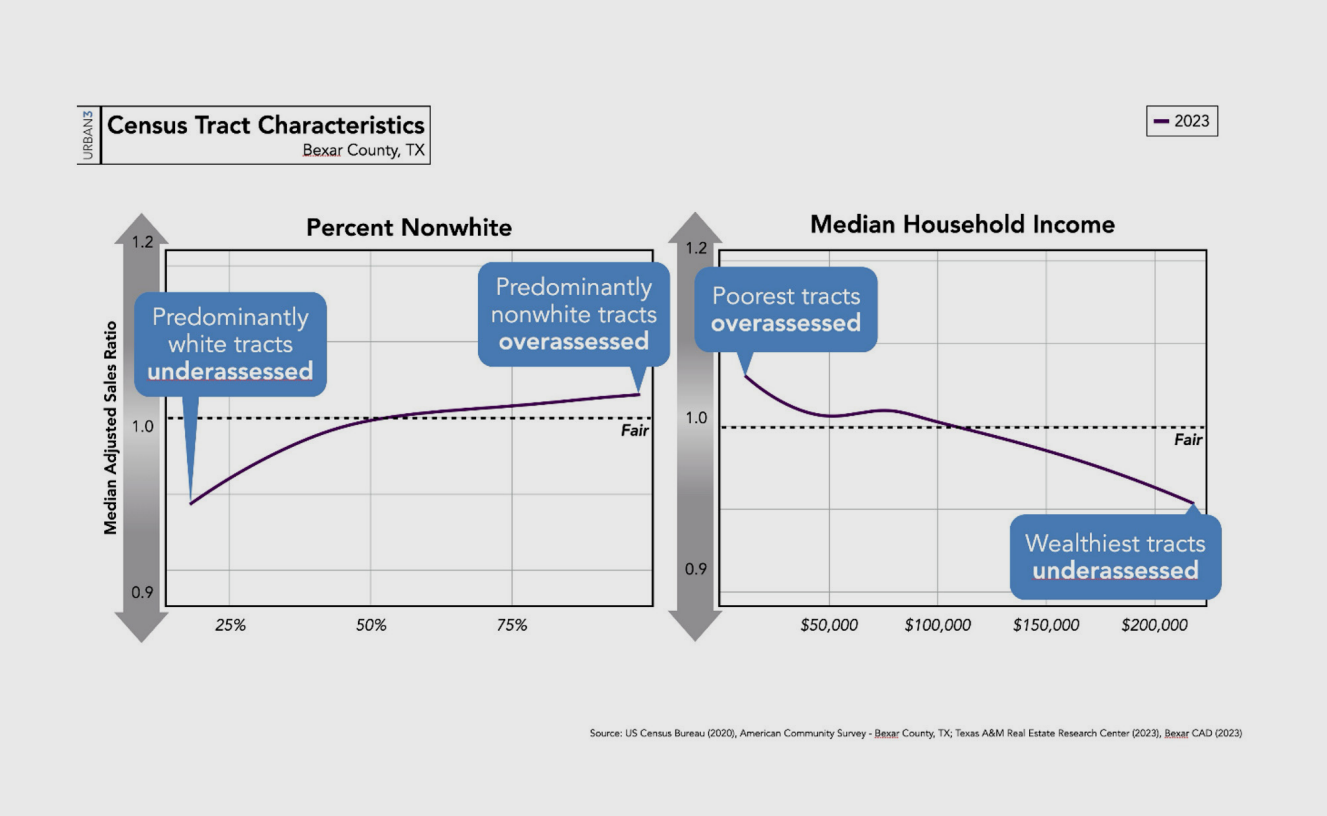


FT. WORTH

In Fort Worth, TX, a more comprehensive analysis was conducted to evaluate return on investment (ROI), similar to the Eugene model. This included mapping neighborhoods by indicators such as public service costs, infrastructure spending, and fiscal contribution. The chart illustrated groupings of neighborhoods with varying levels of investment need and municipal subsidy. For example, one area (#15) received a similar level of public subsidy as another (#3), but differed significantly in terms of development activity and infrastructure demands. This type of analysis helps to highlight where public investments may need to be reassessed



Sometimes data is best understood through a broader, citywide lens where detailed maps may not fully capture the trends. In this San Antonio example, a comprehensive analysis of property assessments required looking at the entire dataset to identify inconsistencies across the system. By examining the full sample, patterns in property valuation emerged that would have been less apparent through



Notably, property assessment was not on the list of analytic requests in the scope. However, we would recommend that it be added, as it directly relates to the economics of housing, municipal revenue generation, and long-term planning for infrastructure and community services.

SECTION 3:

Final Product and Deliverable

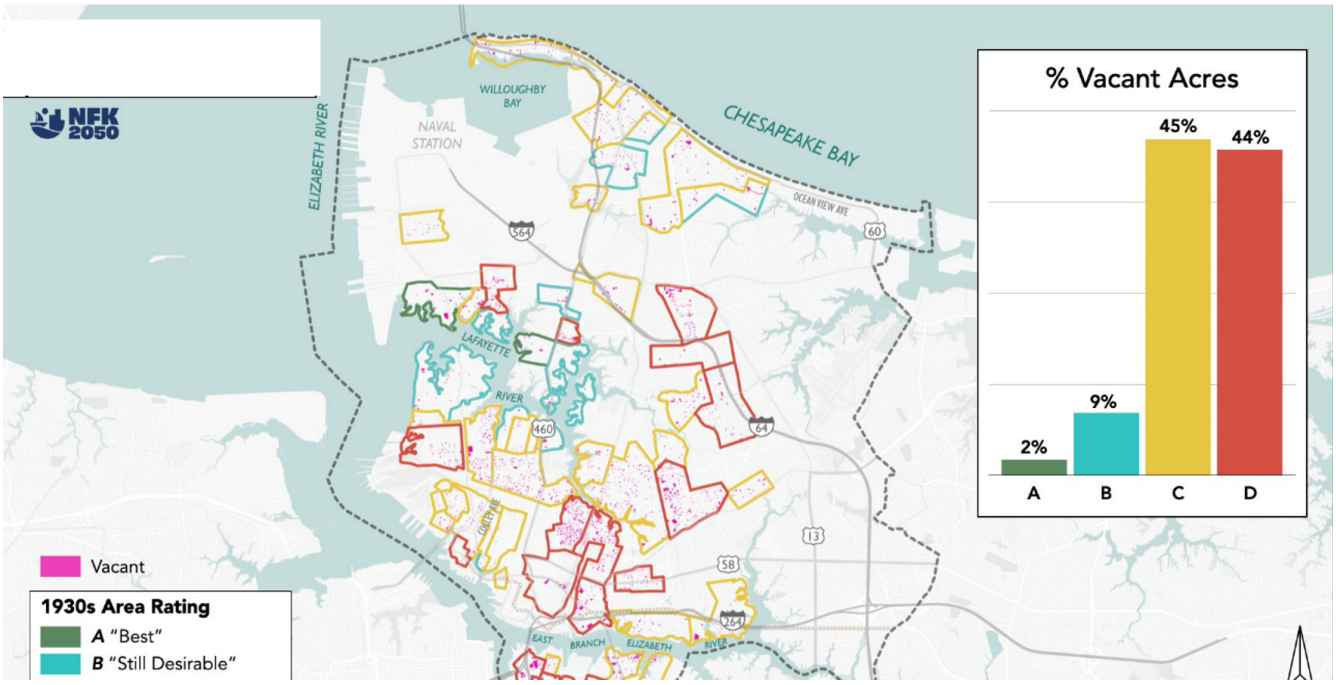
Reporting and Recommendations

• DELIVERABLES:

- Comprehensive report detailing findings for each indicator, with an emphasis on identifying contributing factors behind observed trends.
- Actionable recommendations for policy and program development tailored to address service gaps and community needs.
- Reporting and Visualization: Urban3 will create visual models of spatial and fiscal patterns, while EHI will prepare comprehensive reports summarizing key findings and proposed strategies.

• IMPLEMENTATION SUPPORT:

- Collaborate with LFUCG to prioritize and sequence recommended interventions.
- Provide guidance on metrics for monitoring progress and evaluating outcomes.
- Develop a decision-making framework to support consistent, data-informed planning and investment strategies.



SECTION 4:

Project Schedule and Timeline

Project Timeline for Comprehensive Equity Assessment

The proposed timeline for completing the Comprehensive Equity Assessment is structured over a 9-month period, ensuring a phased approach that allows for thorough data collection, stakeholder engagement, analysis, and final reporting. The timeline is designed to balance efficiency with depth, ensuring the project meets its objectives within the specified timeframe.

Month 1: Project Initiation and Planning

The project begins with a kickoff meeting to align expectations, confirm project goals, and establish a detailed work plan. Key activities during this phase include:

- Formation of the project team and assignment of roles.
- Finalizing the project timeline and milestones.
- Conducting a preliminary review of existing data, policies, and resources.

Months 2-3: Data Collection and Analysis

This phase focuses on gathering quantitative and qualitative data to inform the equity assessment. Key tasks include:

- Identifying and acquiring relevant datasets from public and private sources.
- Designing and distributing surveys or other data collection tools to capture community input.
- Conducting interviews and focus groups with key stakeholders.
- Beginning preliminary analysis of collected data to identify trends and patterns.

Months 4-5: Stakeholder Engagement and Preliminary Findings

Active community engagement and collaboration are the focus of this phase. Activities include:

- Hosting workshops, public meetings to share initial findings and gather additional insights.
- Engaging with community organizations and local groups to ensure multiple perspectives are represented.
- Refining the analysis based on stakeholder feedback and emerging themes.
- Preparation of 3D Visualization Maps

Months 6-7: Comprehensive Analysis and Draft Report Preparation

With data collection complete, the focus shifts to an in-depth analysis and drafting of the assessment report. Key deliverables include:

- A detailed analysis identifying gaps and barriers.
- Development of actionable recommendations for addressing identified issues.
- Preparing a draft report for review by project stakeholders and government officials.
- Refine 3D Visualization Maps.

Month 8: Stakeholder Review and Feedback

The draft report is shared with key stakeholders, and feedback is incorporated to ensure the recommendations are actionable and reflective of community needs. Tasks include:

- Facilitating review sessions with stakeholders to discuss findings and recommendations.
- Refining the report based on input from these sessions.
- Ensuring alignment with the goals of the Lexington-Fayette Urban County Government.

Month 9: Final Report Submission and Presentation

The project concludes with the delivery of the final report and its presentation to LFUCG and public if needed. Key activities include:

- Finalizing the report with visualizations, executive summaries, and supporting documentation.
- Presenting the findings to government representatives, community leaders, and other stakeholders.
- Providing recommendations for implementation and strategies for ongoing equity monitoring.

This 9-month timeline ensures a structured approach to completing the equity assessment while allowing flexibility to adapt to emerging needs and insights. Each phase builds on the previous, ensuring a comprehensive and actionable outcome.

SECTION 5:

Fee Schedule

The proposed fee schedule for the Comprehensive Equity Assessment under RFP #58-2024 is designed to provide transparency, justify costs, and align directly with the scope of work and deliverables outlined in the request for proposals. This structure ensures clarity and accountability while demonstrating the cost-effectiveness of our approach.

COST COMPONENTS

The fee schedule is structured into key components that reflect the resources and tasks essential to the project:
Each cost component is tied directly to the project's methodology and tasks.

- Data Collection and Analysis: Resources are allocated to gather, process, and interpret quantitative and qualitative data essential for the assessment for the 13 indicators.
- Stakeholder Engagement: Funds are earmarked for outreach efforts, workshops, and public meetings to ensure diverse perspectives are incorporated.
- Visualization and Maps: Costs are assigned to preparing reports, visual presentations, and delivering actionable recommendations to stakeholders.

TIMELINE INTEGRATION

The fee schedule aligns with the project timeline, ensuring that each phase—from initial planning to final reporting—is adequately resourced. For example, costs for data analysis peak during the mid-project phases, while personnel costs reflect continuous project oversight.

COST-EFFECTIVENESS

Our fee structure emphasizes cost-efficiency through strategic resource allocation and the knowledge and information that is currently housed with EHI from recent and past projects. By leveraging existing data sources and employing experienced professionals, we minimize redundant efforts and maximize output quality. The schedule is competitive and aligned with market standards for similar assessments.

COMPLIANCE AND FLEXIBILITY

The fee schedule reflects our commitment to include proactive engagement with minority- and women-owned business enterprises (MWBEs), ensuring that project funds contribute to broader project goals.

SUMMARY

The proposed fee schedule provides a comprehensive breakdown of costs, categorized by major tasks and deliverables. It is designed to meet project requirements effectively while remaining transparent and equitable. A detailed summary table is included as part of the proposal package to support further evaluation and review.

CONSULTANT SERVICES	LUMP SUM FEE
Task 1: Document and Data Gathering, Review, and Analysis	$20,000
Task 2: Website & Stakeholder Engagement	$30,000
Task 3: Survey Design and Methodology	$15,000
Task 4: Visualization and Maps	$80,000
TOTAL LUMP SUM FEE	**$145,000**

EHI HOURLY RATES 2024

POSITION	HOURLY RATE
Principal	**$250**
Project Manager	**$200**
Project Engineer	**$175**
GIS Specialist/Senior Planner	**$115**
Stakeholder Engagement Specialist	**$110**

URBAN3 HOURLY RATES 2024

POSITION	HOURLY RATE
Administrative	**$110.00**
Analyst I	**$193.00**
Chief Analyst	**$248.00**
Data Scientist	**$193.00**
Financial Analyst	**$210.00**
Founder	**$385.00**
GIS Technician	**$154.00**
Graphics Specialist	**$165.00**
Lead Analyst	**$195.00**
Principal	**$322.00**

Note: Based on the complexity of the data requirements. While the project scope is ambitious, funding limitations may constrain the depth of certain activities, such as other public investment that should be correlated to the income side to create additional "Add On" maps that demonstrates some level of public "ROI" or additional data analysis iterations. To address this, our approach includes scalable work plans and prioritized deliverables, ensuring critical tasks are completed while reserving capacity for additional work, such as:

- Detailed property tax evaluation and biases that influence tax policies.
- Examine long-standing racial inequities in property tax administration.
- Conducting supplementary analysis for deeper insights into systemic inequities.
- Developing extended recommendations to support long-term implementation strategies.

Our team is committed to working collaboratively with the city to identify opportunities for additional funding or resource reallocation to meet these needs.

SECTION 6:

Resumes

PRINCIPAL-IN-CHARGE / PROJECT MANAGER



Ed Holmes, AICP

President

EDUCATION

Bachelor of Arts, Urban Planning & Design,
University of Cincinnati

EXPERIENCE

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States.

SPECIALTIES

Urban planning / urban design, comprehensive planning, zoning and subdivision regulation plans, neighborhood plans, housing market studies, community engagement and outreach. He has been recognized by the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his planning efforts in comprehensive and neighborhood planning, and farmland preservation.

PROJECTS



LFUCG DISPARITY STUDY

LEXINGTON, KENTUCKY

Ed Holmes was tasked with an outreach initiative to inform stakeholders about the study findings, refine strategies, and foster collaboration. EHI engaged DBEs through direct outreach and virtual sessions, facilitating diverse participation. Implementation strategies were advanced through the city council resolution, reinforcing the study's actionable outcomes.



LFUCG SMALL AREA PLANS

LEXINGTON, KENTUCKY

EHI led the development of various neighborhood plans throughout Lexington. The neighborhood plans provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating more livable, connected and sustainable places.



LFUCG AFFORDABLE HOUSING STUDY

LEXINGTON, KENTUCKY

Ed Holmes led a comprehensive housing affordability study for Lexington, focusing on the demand for affordable units, their types, costs, and locations, emphasizing the current and future need for affordable housing units. EHI also examined the link between affordable housing and childcare accessibility.



LEXINGTON OPPORTUNITY ZONE

LEXINGTON, KENTUCKY

Ed Holmes spearheaded the promotion and coordination of the Lexington Opportunity Zone program, crafting strategies to attract investment and fostering Community Benefit Agreements. EHI was tasked with collaborating with stakeholders to identify needs and provided tailored strategies to stimulate development and support neighborhood revitalization efforts.

PROJECT PLANNER



Ryan Holmes, AICP

Planner

EDUCATION

Bachelor of Science, Business Administration,
University of Louisville
Master of Business Administration, University of Cincinnati
Master of Community Planning, University of Cincinnati

EXPERIENCE

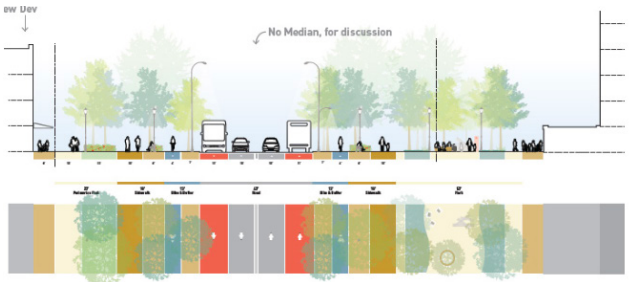
Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, Mr. Holmes' responsibilities focus on master planning, sustainable/ green design, and comprehensive plan strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has provided technical expertise in low impact development (LID), green infrastructure (GI), and stormwater best management practice (BMP) design and has the ability to conceptualize and develop innovative solutions to complex problems.



LOUISVILLE COMPREHENSIVE NEIGHBORHOOD PLANS

LOUISVILLE, KENTUCKY

EHI developed several comprehensive neighborhood plans for Louisville Metro. EHI worked with residents, businesses and institutions to collaboratively address issues and to facilitate urban design elements that promote sustainability and economic development.



LEXINGTON INFILL AND REDEVELOPMENT RECOMMENDATION

LEXINGTON, KENTUCKY

EHI served as a project facilitator for two of three task forces charged with the responsibility of developing a set of infill and development recommendations for undeveloped and underdeveloped lands within LFUCG's Urban Service Boundary.



FRANKLIN KENTUCKY COMPREHENSIVE PLAN

LOUISVILLE, KENTUCKY

Ryan was tasked with the development of Franklin, Kentucky's Comprehensive Plan, focusing on enhancing quality of life through strategies addressing housing, mobility, growth, and development. The plan guides sustainable land use to improve community well-being and equitable access to amenities.



ELIZABETHTOWN COMPREHENSIVE PLAN

ELIZABETHTOWN, KENTUCKY

Ryan was tasked with the development of the Elizabethtown-Hardin County Comprehensive Plan, focusing on equity through inclusive community engagement. Over 850 participants shaped strategies to enhance quality of life, expand economic opportunities, and ensure equitable access to resources, guiding sustainable growth for the region.

PLANNER



Adam Klier

Planner

EDUCATION

Associate of Arts, Arabic Language & Culture, Defense Language Institute

Bachelor of Science, Urban & Regional Studies, Cornell University

EXPERIENCE

Adam is a Planner with 7 years of experience in municipal, land use, and regulatory planning. He has worked on projects ranging from urban design for adaptive reuse to open space preservation to drafting sign ordinance. Adam has developed an interest and experience in urban design focused on sustainability, green infrastructure, and multi-modal transportation. He has provided key written communications both for general public engagement and technical reports on projects ranging from multi-use trails to comprehensive plans. As an EHI team member, Adam has helped facilitate a variety of public input sessions including design charrettes, public input & feedback, stakeholder meetings, and interagency coordination. engagement for Lexington KY Development Process Report. Adam ha been a team member on many EHI projects such as the Pikeville KY Unified Development Ordinance, the Red River Neighborhood Plan for Clarksville TN, the Franklin KY Comprehensive Plan, and the University of Louisville's Campus Master Plan.

PROJECTS

FRANKLIN KY COMPREHENSIVE PLAN

FRANKLIN, KENTUCKY

Adam helped to develop Franklin, Kentucky's Comprehensive Plan, with a deliberate focus on equity and sustainability. The plan integrates strategies for housing, mobility, growth, and economic development for the rapidly growing town 30 mins outside of Nashville, TN along the I-65 corridor.

DEMOGRAPHICS REPORT

PARIS/BOURBON COUNTY

Adam was tasked with data collection and analysis of the Paris/Bourbon County Demographics Report, analyzing population trends, economic indicators, and housing data to inform future planning initiatives. The report emphasizes equity and community well-being, providing actionable insights to guide sustainable growth and strategic decision-making for Paris and Bourbon County's evolving needs.

UNIFIED DEVELOPMENT ORDINANCE

PIKEVILLE, KENTUCKY

EHI led the development of a Unified Development Ordinance, streamlining zoning and subdivision regulations into a cohesive framework. Focused on equity and sustainability, the ordinance promotes efficient land use, fosters economic growth, and ensures balanced development.

CARDINAL RUN PARK DESIGN

LEXINGTON, KENTUCKY

Adam was tasked with facilitating community outreach for the Cardinal Run Park design, engaging diverse stakeholders to gather input on amenities and recreational needs. The initiative ensured the park's design reflected community priorities and promoted high-quality public spaces for all residents.

PROJECT PLANNER



Thomas Benford

Planner

EDUCATION

Bachelor of Art, Communication, University of Louisville

EXPERIENCE

Mr. Benford is a graduate of the University of Louisville with prior experience in, land use planning, and environmental planning. Mr. Benford has worked with public outreach while helping to develop neighborhood and comprehensive plans throughout central Kentucky. Mr. Benford has collected and analyzed data from field evaluations and participates in facilitating public meetings.

PROJECTS

OHIO RIVER BRIDGES PROJECT

KENTUCKY AND INDIANA

This project is designed to improve safety, alleviate traffic, connect highways and create economic development. EHI was tasked with evaluating the potential impacts of tolls, lead public outreach efforts, and recommend measures for mitigating impacts on Environmental Justice populations.

LOUISVILLE COMPREHENSIVE NEIGHBORHOOD PLANS

LOUISVILLE, KENTUCKY

EHI developed several comprehensive neighborhood plans for Louisville Metro. Mr. Benford worked to create equitable outreach stratagies that engaged community members and organization during the neighborhood planning process.

SHERMAN MINTON BRIDGE RENEWAL

KENTUCKY AND INDIANA

EHI was tasked with providing public outreach to Environmental Justice (EJ) populations in southern Indiana and Louisville, Kentucky. EHI facilitated public meetings as well as creating a Technical Committee that was tasked with providing feedback from EJ communites located in and around the project area. Duthie Ceter (D5)

UNIVERSITY OF LOUISVILLE MASTER PLAN

LOUISVILLE, KENTUCKY

EHI played a key role in evaluating the capacity of the existing university infrastructure to meet anticipated expansion demands. Leading the outreach and engagement efforts, EHI organized pop-up events across multiple campuses to connect with students, faculty, and staff. Through these initiatives, EHI successfully engaged with and surveyed over 200 participants.

PRINCIPAL, FOUNDER



Joe Minicozzi, AICP

Principal, Founder

EDUCATION

Master's of Architecture and Urban Design
Harvard University (1994)
Bachelor of Architecture University of Miami (1992)

CERTIFICATIONS

American Institute of Certified Planners (AICP)
Planning Certificate #017786

AWARDS

Congress for New Urbanism Charter Award (2019)

Joseph Minicozzi is a city planner and urban designer dedicated to helping cities and towns of all sizes realize their full economic potential by leveraging their unique character and sense of place. He founded Urban3 in 2011 to help communities better understand and visualize the market dynamics created by tax and land use policies, with the goal of strengthening local financial performance.

Under Joe's leadership, Urban3 has pioneered the use of geospatial visualizations to illustrate the economic productivity of land use patterns, sparking a shift in how municipalities evaluate urban design and public investment. He emphasizes the importance of data clarity and fiscal analysis in guiding community decisions, believing that every city can improve its financial sustainability by understanding the underlying numbers.

Joe's professional background spans architecture, real estate investment, local government, and private development. He also previously served as Executive Director of Asheville's Downtown Association.

SINCE FOUNDING URBAN3...

Joe has led the analysis of over 150 communities in 35 states; as well as communities in Australia, Canada, and New Zealand. He is a sought-after lecturer on urban economics and delivers 50 lectures a year, including lectures at the IAAO (International Association of Assessing Officers), the GFOA (Government Finance Officers Association), CNU (Congress for the New Urbanism), APA (American Planning Association); as well as keynote addresses
at AASHTO (American Association of State Highway and Transportation Officials) and the New Zealand Planning Institute.

CHIEF ANALYST



Phillip Walters

Chief Analyst

EDUCATION

Master's of Regional and City Planning
University of Oklahoma (2013)
Bachelor of Science in Business Administration & Economics
University of Nebraska-Lincoln (2010)

MEMBERSHIPS

Congress for the New Urbansim

AWARDS

Core team member of the Daniel Burnham award-winning planokc

YEARS OF EXPERIENCE

13 years

Phillip is a Chief Analyst at Urban3 bringing together the perspective of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analytic skills, he endeavors to help the public see the underpinnings of how the world around them works now, and how development decisions will change their future. For each of Urban3's projects, Phillip leads the analytical team to find and display the valuable truths buried in the data.

Prior to joining Urban3, Phillip crunched data to provide deep foundations for City of Oklahoma Planning Department initiatives. These ranged in scale from site suitability analysis or data maintenance to comprehensive plan drafting, impact fee creation, and preparation for a nearly billion-dollar capital program. His work provides accurate grounded information and insight for decisions with far-reaching consequences.

SELECTED PROJECT EXPERIENCE

Nassau County, Florida (2024) Value Per Acre Economic Analysis Client: Halff Associates
Gilbert, Arizona (2023)

Value Per Acre Economic Analysis, Development Projections, Return on Investment Analysis
Client: City of Gilbert
Indianapolis, Indiana (2020)

Value Per Acre Economic Analysis, Transit Oriented Development Scenario Planning
Client: IndyGo

PROJECT MANAGER



Adam Carr, AICP

Project Manager

EDUCATION

Master's of Urban and Regional Planning
University of Florida (2018)
Bachelor of Science in Environmental Science University of North Carolina at Chapel Hill (2013)

CERTIFICATIONS

American Institute of Certified Planners (AICP)
Planning Certificate #33327

YEARS OF EXPERIENCE

11 years

Adam is a Project Manager at Urban3 who wants to help communities reach their goals by both understanding what makes them special and by evaluating opportunities to grow equitably and sustainably. He has experience at the local government level and recognizes social, economic, and environmental issues that places face. His spatial data analysis and planning expertise provides a strong foundation for considering solutions to planning and development challenges.

His graduate education in Urban and Regional Planning at the University of Florida focused on Geographic Information Systems (GIS) and environmental planning. His research centered on understanding the current and future impacts of climate change on communities on Florida's east coast.
Adam grew up in North Central Florida, where he happily absorbed the odd mix of cosmopolitan and rural culture the area exudes. He now lives in Asheville, North Carolina.

SELECTED PROJECT EXPERIENCE

Dallas County, Texas (2023)
Value Per Acre Economic Analysis, Redlining Analysis, & Equity Analysis
Client: MetroTex Realtors

Cleveland, Ohio (2022)
Putting Assets to Work (PAW) Analysis
Client: City of Cleveland

Snohomish County, Washington (2021)
Value Per Acre Economic Analysis & Scenario Projections
Client: Housing Alliance of Snohomish County (HASCO)

GRAPHICS SPECIALIST



Brooke Robinson

Graphics Specialist

EDUCATION

Bachelor of Arts in Geography and Urban Planning
DePaul University (2018)

CERTIFICATIONS

Certificate in GIS (Geographic Information Systems)
DePaul University (2017)

YEARS OF EXPERIENCE

7 years

Brooke, the Graphics Specialist at Urban3, enhances complex data findings into visually engaging maps, illustrations, and presentations. She endeavors to create visuals that the public will find understandable and hopefully motivational for taking action to improve our built environment.

Before joining Urban3, Brooke worked as a graphic designer, GIS analyst, and freelance illustrator. She currently resides in her hometown of Atlanta, Georgia.

SELECTED PROJECT EXPERIENCE

Springfield, Missouri (2024)
Value Per Acre Economic Analysis, Development Projections, Return on Investment Analysis
Client: Multistudio

Fort Worth, Texas (2024)
Value Per Acre Economic Analysis, Fiscal Mapping, Return on Investment Analysis, Redlining Analysis, & Equity Analysis
Client: City of Fort Worth

Jurupa Valley, California (2023)
Value Per Acre Economic Analysis, Sales Tax Mapping
Client: City of Jurupa Valley

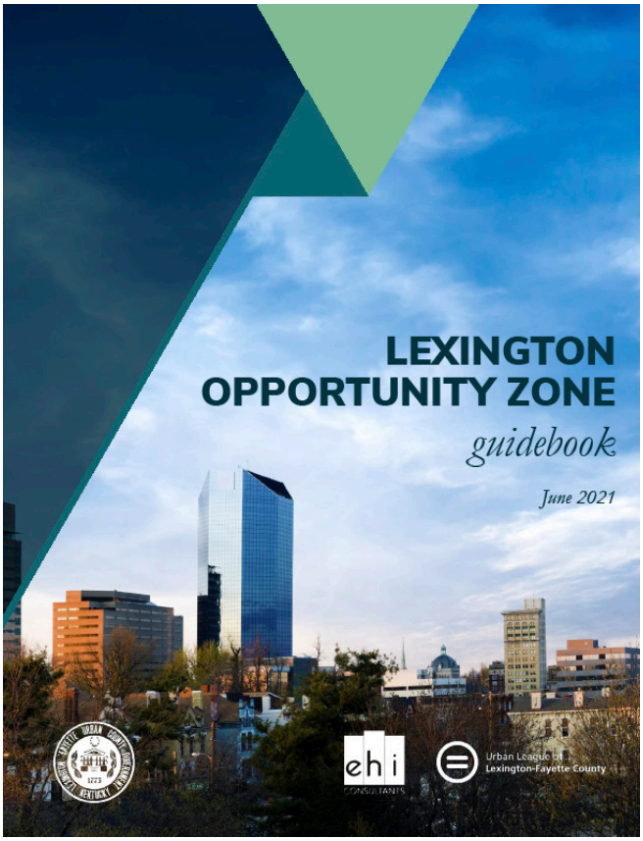
Reference:
Lexington-Fayette Urban County Government

Craig Bencz
859.258.3430

Date of Performance:
2020-2021

Lexington Opportunity Zone

LEXINGTON, KENTUCKY



The role of this project was to support the promotion, coordination, and potential management of the Lexington Opportunity Zone program. This included developing a comprehensive strategy to market the federally designated Opportunity Zone and working closely with local neighborhoods, businesses, and developers to enhance the area's visibility and investment potential. A key focus was placed on encouraging partnerships that support local priorities and community development goals.

Additionally, EHI proposed a structured approach for overseeing Opportunity Zone initiatives on behalf of LFUCG, ensuring alignment with the goals and activities of the Lexington Neighborhoods in Transition Task Force through ongoing collaboration. This included a thorough review of the Task Force's initiatives in accordance with the Scope of Work, Expectations, and Recommendations provided.

EHI's responsibilities also included active participation in economic development activities within the Opportunity Zone, with the objective of generating employment opportunities. This involved engaging residents and businesses within the zone to identify specific development needs. Based on this input, EHI formulated recommendations for LFUCG aimed at leveraging targeted tools and strategies to stimulate investment and support long-term growth in the Opportunity Zone.

Reference:
Office of the Commissioner

Tiffany Masden
859.280.8275

Date of Performance:
2024- Present

LFUCG Affordable Housing Study

LEXINGTON, KENTUCKY



The Lexington-Fayette Urban County Government (LFUCG) established a locally supported Affordable Housing Fund in 2014, allocating $38,500,000 to date. With the onset of the COVID-19 pandemic, significant shifts in the rental market highlighted the need for a thorough reassessment of housing affordability in Lexington. EHI Consultants was selected to conduct this study in response to these evolving housing challenges.

EHI is developing a comprehensive assessment of housing affordability in Lexington, with a focus on both current conditions and future needs. The study will quantify the number of affordable housing units required and examine key factors such as unit type, size, cost, and geographic distribution. In addition, it will explore the relationship between affordable housing and childcare access, recognizing the influence that childcare availability has on workforce participation and local economic stability.

By analyzing the links between housing and childcare, this study will provide practical insights to guide policy development and investment strategies. EHI is committed to delivering a thorough and data-informed analysis that identifies creative and effective solutions to improve both housing affordability and access to childcare across Lexington.

Lexington-Fayette Urban County Government Small Area Plans

LEXINGTON, KENTUCKY

Reference:
Lexington-Fayette Urban County Government
Division of Planning

Jim Duncan,
Planning Director
859.258.3272

Date of Performance:
2014- Present

Outcomes:
APA Kentucky Chapter Conference (2016)
Suburbia (re)Evaluated



EHI led the team responsible for developing small area plans for Lexington's East End, Armstrong Mill West, and Winburn/Russell Cave neighborhoods, in collaboration with the Lexington-Fayette Urban County Government. EHI also contributed to the housing analysis component of the Cardinal Valley Small Area Plan.

These small area plans covered neighborhoods with varying socioeconomic conditions, diverse character, and a mix of housing densities and types. Each plan provided a development framework designed to guide both public infrastructure improvements and private investment to support neighborhood revitalization and enhance overall livability.

The recommendations focused on creating well-connected, walkable communities that align with market demand while also addressing the need for attainable housing, transportation options, and job access. The plans outlined strategies to support vibrant, sustainable neighborhoods that meet the needs of residents and support long-term growth.

Reference:
Lexington-Fayette Urban County Government

Jim Duncan,
859.258.3172

Date of Performance:
2008-2009

Lexington-Fayette Urban County Government Housing Market Study

LEXINGTON, KENTUCKY



EHI was part of the project team that conducted the LFUCG Housing Market Study. The purpose of this study was to identify key trends and findings related to the provision of housing within Lexington-Fayette County. Areas of analysis included the region's housing share, net household migration patterns, income distribution, housing supply and demand, consumer preferences, redevelopment activity, and general housing availability.

As a contributing partner, EHI provided support and guidance across all phases of the study, with a particular focus on researching existing housing providers in Lexington-Fayette County and identifying gaps and opportunities within the local housing landscape. EHI also contributed to the development of strategies aimed at addressing housing needs across a range of income levels.

The findings of the Housing Market Study are intended to support Lexington-Fayette Urban County Government in shaping future housing policy and investment decisions, while also offering valuable insights for local agencies, developers, and businesses engaged in housing-related efforts across the county.

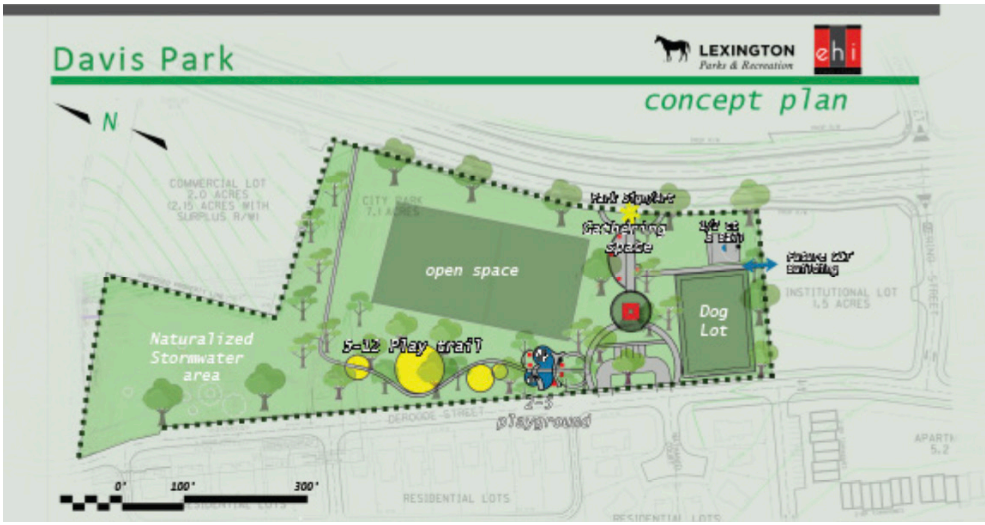
Reference:
Lexington Community Land Trust

Michelle Kosieniak
859.288.2982

Date of Performance:
2019- Present

Davis Park Plan

LEXINGTON, KENTUCKY



Davis Park, formerly known as Davis Bottom, is a component of the broader Newtown Pike Extension Project, which began with the development of the Newtown Pike Extension Corridor Plan and the Southend Park Urban Village Plan. Both plans recognized the influence that development along the Newtown Pike Corridor would have on the Davis Bottom neighborhood.

The purpose of the 5-acre Davis Park is to offer opportunities for informal and passive recreation while serving as a central gathering and activity space for the surrounding community. EHI Consultants led the planning, design, outreach, and engagement process to develop a vision and implementation strategy for the park's development. This included creating preliminary and conceptual design plans that incorporated input from LFUCG Parks & Recreation staff, the Lexington Community Land Trust, and neighborhood residents.

Reference:
Lexington-Fayette Urban County Government
Division of Parks and Recreation

Michelle Kosieniak
859.288.2982

Date of Performance:
2016

Lexington Parks Master Plan

LEXINGTON, KENTUCKY



EHI is currently assisting with the development of a Parks and Recreation Master Plan to support a vibrant and active park system that meets the needs of all residents of Lexington, Kentucky. EHI has been tasked with outlining innovative, detailed, and practical recommendations to optimize current programs, services, and facilities, as well as identify new opportunities for future development.

Future Growth Areas:
EHI is also identifying growth areas within the LFUCG Urban Services Area to help plan for future parks and recreational needs. This includes reviewing school facility plans to assess where future schools are being developed and evaluating any potential impacts on park planning. Additionally, EHI is analyzing LFUCG infrastructure expansion plans that may influence the timing and prioritization of park development in planned growth areas.

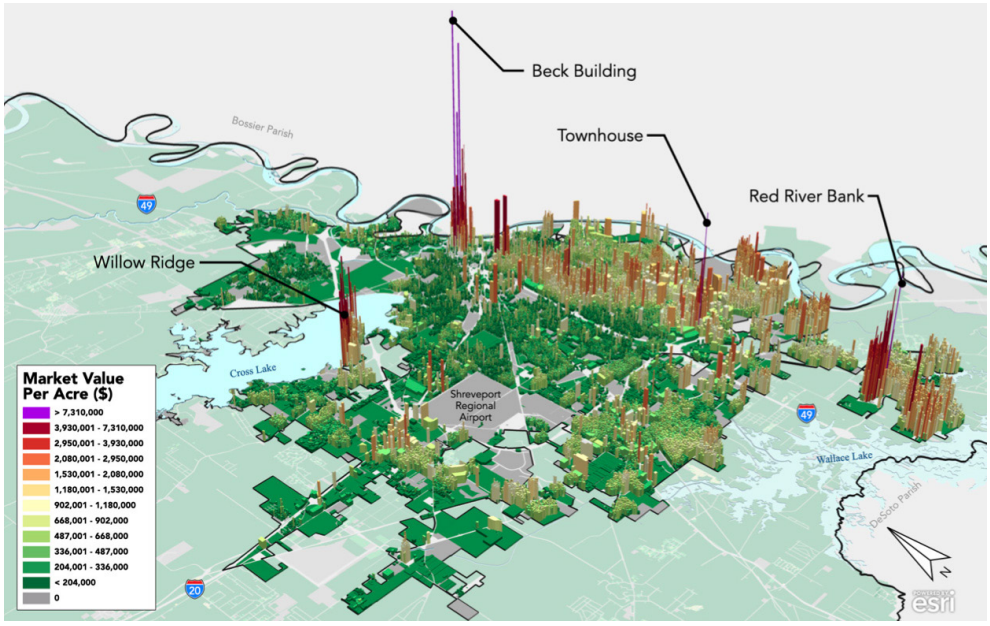
Service Gaps:
EHI is assessing areas within the community that may currently have limited access to recreational services. The team is exploring alternative strategies to expand service offerings in these areas and better address the recreational needs of residents through a combination of new facilities, partnerships, and programmatic solutions.

Reference:
Value Per Acre Analysis

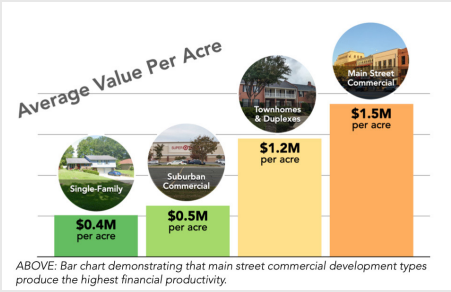
Bonnie Moore,
Director of Community Development
bonniemoore@shreveportla.gov
(318) 673-5945

Value Per Acre Analysis

SHREVEPORT, LA



ABOVE: Value Per Acre (VPA) model of the City of Shreveport.



ABOVE: Bar chart demonstrating that main street commercial development types produce the highest financial productivity.

Situated along the scenic Red River in the Ark- La-Tex region, Shreveport stands as the third most populous city in Louisiana and holds the distinction of being the third largest municipality in Caddo Parish, with a population of 187,593 residents. A comprehensive economic analysis, conducted by Urban3, has cast a spotlight on Shreveport's economic landscape, offering valuable insights into the spatial distribution of land values and their fiscal impacts. The city faced challenges stemming from an abundance of surface parking lots, presenting financial hurdles for post re-pavement and stormwater management.

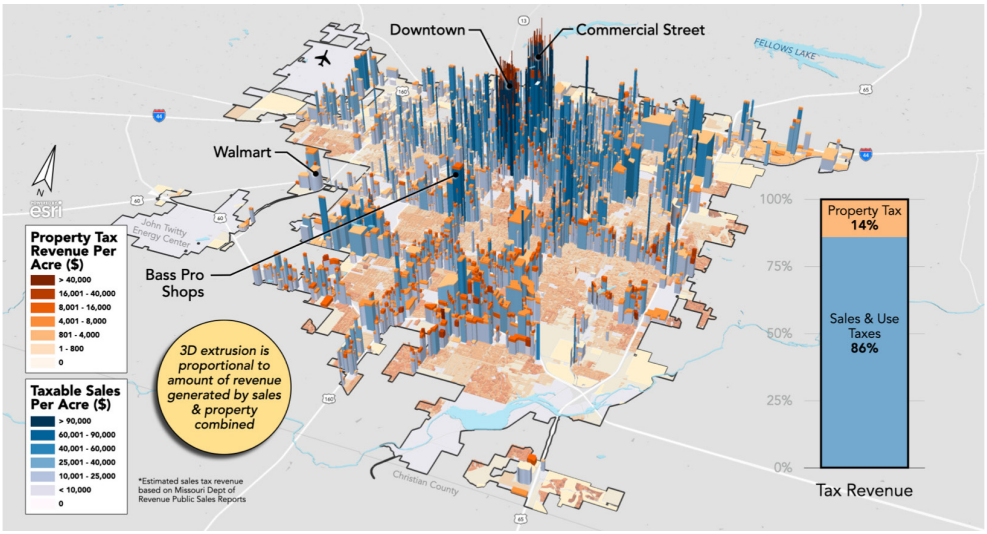
OUTCOME

- Provided insights on strategic decision- making
- Paved the way for sustainable development initiatives
- Fostered the city's long-term economic success

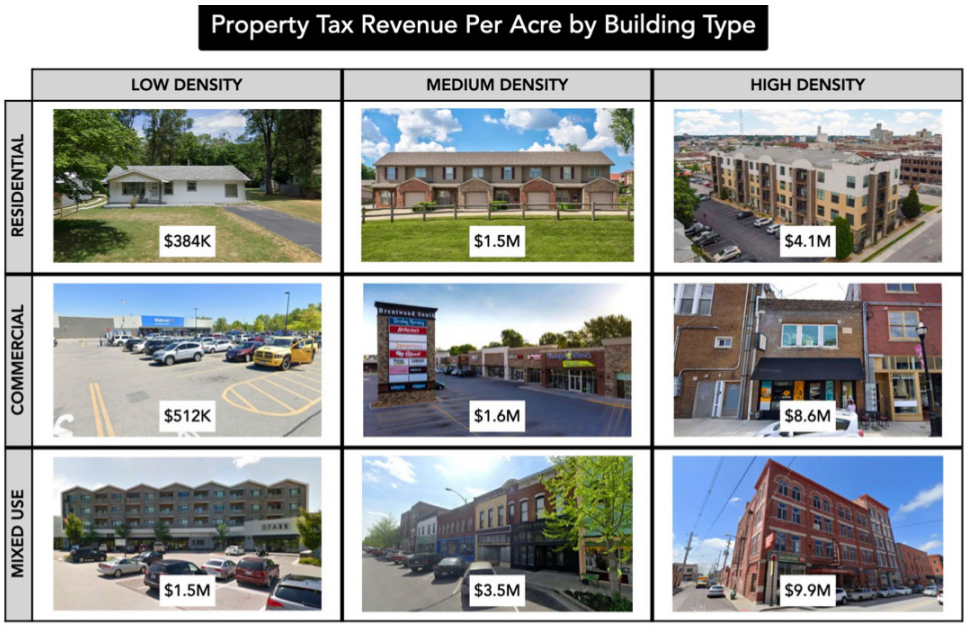
Reference:
Value Per Acre & Return On Investment Analysis

Value Per Acre & Return On Investment Analysis

SPRINGFIELD, MO



ABOVE: The combined sales and property tax revenues from different development patterns



To understand the fiscal health of a community, we must first understand the underlying tax structure to uncover the relationship between land use decisions and public revenue production. Over 40% of Springfield's General Fund revenue comes from sales taxes, and 7% from property taxes. Combined, sales and property taxes make up a total of 51% of Springfield's revenue, nearly $200 million.

Utilizing the "per acre" metric allows mapping revenue production to land uses. A mall or big box store may have a large total tax contribution but takes up a large share of city land resources. A mainstreet style development can produce far more per acre. As your community makes land-use decisions, you are really making these public finance decisions at the same time.

The matrix of pictures summarizes the typical tax revenue productivity of various uses and intensities of development.

Reference:
Value Per Acre Analysis, Earnings Tax Analysis, Incentive Analysis

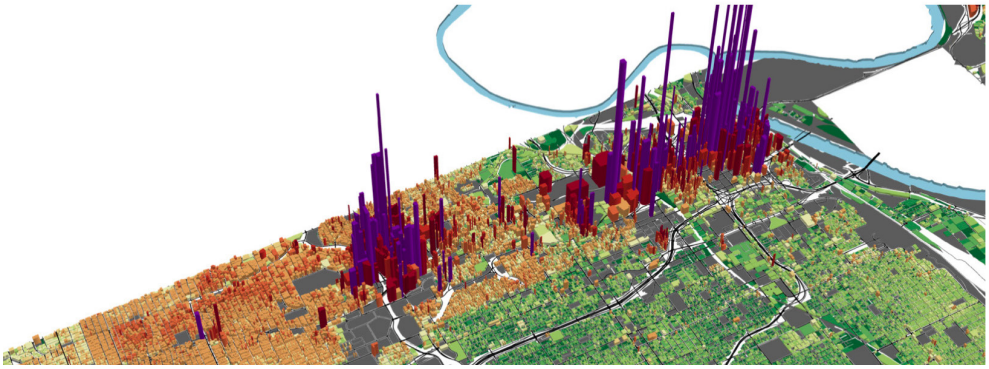
Kristin Smithson
Ewing Marion Kauffman Foundation
Ksmithson@Kauffman.org

Completion Date
November 2019

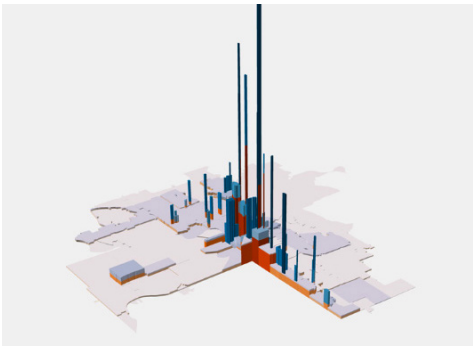
Client
The Ewing Marion Kauffman Foundation

Value Per Acre Analysis, Earnings Tax Analysis, Incentive Analysis

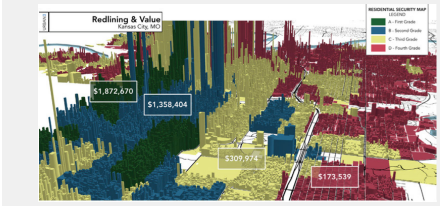
KANSAS CITY, MO



ABOVE: Property Tax Value Per Acre for Greater Downtown Kansas City and Country Clubpatterns



ABOVE: Sales (blue) and property (orange) tax model, Kansas City, MO and Kansas CIty, KS



ABOVE: Model showing Downtown KC in terms of historic redlining status

The economy of Kansas City is too large to be distilled into a report or shown on a spreadsheet. It encompasses thousands of businesses and millions of employees. The city itself is a land corporation worth more than $680 million and covers hundreds of thousands of acres. It's history dates back hundreds of years. For our analysis of Kansas City we analyzed both the current economic realities (Property Value Per Acre, Sales Tax, Earnings Tax) and the historic precedents which impacted the current development patterns and property values (historic streetcar mapping, historic redline analysis).

Insights

Walkability, good design, and historic buildings all increase tax productivity. Strong design is equally as important to sales tax productivity as it is to property value.
Incentive programs can be used strategically or haphazardly. Decisions on utilizing incentives in the future should be based on comprehensive data. Redlining's significant and long-lasting consequences are real even today for the people and properties affected.

SECTION 7:

References



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Project Manager
LFUCG Division of Engineering
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802-865-7000

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Planning NEXT
Urban3 Project: Knox County Comp Plan
michael@planning-next.com
(614) 586-1500 ext. 2

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

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

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:
1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

12/19/2024

Date

AFFIDAVIT

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

1. His/her name is Ed Holmes and he/she is the individual submitting the proposal or is the authorized representative of EHI Consultants, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

E H

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by EDWARD HOLMES on this the 12TH day of DECEMBER, 2024.

My Commission expires: JULY 22, 2026

NOTARY PUBLIC. STATE AT LARGE

JULIE WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55752
My Commission Expires Jul 22, 2026

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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



_____ EHI Consultants _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: EHI Consultants

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators		1				1											
Professionals						4											
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: Ed Holmes President **Date:** 12 / 19 / 2024

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: EHI Consultants

Complete Address: 333. W Vine street, Suite 300 Lexington 40507

Street City Zip

Contact Name: Ed Holmes Title: President

Telephone Number: 859-425-4881 Fax Number: _____

Email address: Holmes@ehiconsultants.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 58-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

EHI Consultants
Company

Ed Holmes
Company Representative

12/19/2024

President

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 58-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

EHI Consultants
Company

Ed Holmes
Company Representative

12/19/2024
Date

President
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	EHI Consultants	**Date:**	12/19/2024
Project Name:	Comprehensive Equity Assessment	**Project Number:**	58-2024
Contact Name:	Ed Holmes	**Telephone:**	859-425-4881
Email:	Holmes@ehiconsultants.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☑ No ☐

If yes, indicate all certification type(s):

DBE ☑ MBE ☑ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☒ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☒ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

EHI Consultants	Ed Holmes
Company	**Company Representative**
12/19/2024	President
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

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

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

12/19/2024

Date