

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September, 2020 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and STANTEC CONSULTING INC. (**PROFESSIONAL**). **OWNER** intends to proceed with an Evaluation of the Exactions Program in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning, engineering, and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 12-2020. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of professional planning and analysis services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 12-2020.

PROFESSIONAL shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning and analysis representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform professional services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 12-2020 (Exhibit "A") and **PROFESSIONAL**'s Response, limited to the Study Approach, dated July 27, 2020 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 12-2020 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct research and gather necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 12-2020 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including study objectives and constraints, performance requirements, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, models, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "B" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

<u>Cost (Total Cost of Services Below)</u>	\$215,900
Task 1 – Evaluation of Existing Exaction Program and Status Report:	\$68,833
Task 2 – Coordination and Facilitation with LFUCG and Expansion : Area Developers / Landowners	\$70,433
Task 3 – Infrastructure Development and Implementation Plan:	\$76,634

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.7. Security Clause.

The **PROFESSIONAL** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **PROFESSIONALS** and his sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 12-2020 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S Agent** or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: *Linda Gorton*
LINDA GORTON, MAYOR

Date: 10/12/2020

ATTEST:

Mackenzie Sommers
~~ABIGAIL ALLAN, COUNCIL CLERK~~
Mackenzie Sommers, Deputy Council Clerk

PROFESSIONAL (STANTEC CONSULTING INC.):

Signature: *Joe J. Herman*

Printed Name: JOE J. HERMAN

Position: Senior Principal

Date: 9/25/2020

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe J. Herman as Senior Principal for and on behalf of Stantec Consulting Inc on this the 25th day of September, 2020.

My commission expires: August 25, 2022

Rita W Sartori 607362
NOTARY PUBLIC, STATE AT LARGE, KY





Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #12-2020 Evaluation of Exactions Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 27, 2020**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

RFP 12-2020

EVALUATION OF EXACTIONS PROGRAM

PROJECT PURPOSE

The Lexington-Fayette Urban County Government (“LFUCG”) is seeking proposals from qualified professional consulting firms to complete a comprehensive evaluation of the costs and public infrastructure requirements associated with the LFUCG Exactions Program (“Program”), and to develop a plan for achieving the infrastructure development and implementation objectives of the Expansion Area Master Plan (“EAMP”) in a manner that equitably allocates and distributes the costs associated with infrastructure development amongst the owners in each Expansion Area, ultimately culminating in the equitable dissolution of the Program. In this context, “dissolution” refers to ensuring the completion of all remaining required system improvements identified in the Expansion Area Master Plan (“EAMP”) and associated documents, the equitable allocation and imposition of the costs of all remaining required system improvements in the Expansion Areas, and the equitable application, allocation, and/or distribution of exaction fund balances.

EXACTIONS PROGRAM BACKGROUND INFORMATION

In 1996, the LFUCG expanded the City’s Urban Service Boundary to incorporate 5,300 acres of farmland in three distinct, noncontiguous Expansion Areas to accommodate urban expansion. This expansion followed a three year study – the Expansion Area Master Plan (“EAMP”) – that was subsequently adopted and incorporated into the Comprehensive Plan.

The EAMP is composed of four elements: Future Land Use; Community Design; Infrastructure; and Implementation. The Infrastructure and Implementation elements of the EAMP propose the use of a “comprehensive development exaction” to provide for the proportionate fair-share distribution of infrastructure costs across the Expansion Area.

Following adoption of the EAMP, the Exaction Program was codified in Article 23 of the Zoning Ordinance, which establishes regulations that:

- Assure that new development activity in the Expansion Areas is served by adequate public facilities, and that new development bears a proportion of “the costs necessary to provide roads, parks, open space and sanitary sewer treatment, sanitary sewer transmission capacity and stormwater management facilities”; and
- Implements infrastructure financing concepts contained in the EAMP through the Exaction Program, which is defined and regulated in detail throughout Article 23.

A key component of the Exaction Program is the utilization of a rate table which establishes per-acre rates for exactions based on the cost to construct system improvements in each Expansion Area, average impact of development by land use, and a number of other criteria that are calculated and updated on a periodic basis so that the total exactions collected through the end of the program are equal to the actual costs of system improvements over the development period. In other words, the

Exaction Program is a zero-sum game, exacting and allocating the costs of system improvements proportionately such that development in the Expansion Areas “pays its own way.” Typically LFUCG has not provided funding for the improvements nor acquired or constructed them – those costs are allocated, distributed, and borne by the property owners/developers in each Expansion Area.

The Urban County Council recently adopted two rate tables dated January 1, 2015 and March 1, 2020. The 2020 rate table provides for the continued payment of updated exactions while this evaluation is completed.

PROJECT GOALS / OUTCOMES

The primary outcome of this project will be a framework for achieving the infrastructure and implementation objectives of the Expansion Area Master Plan and the Comprehensive Plan in the Expansion Areas in a manner that equitably allocates and distributes the costs associated with infrastructure development in the Expansion Areas amongst the property owners/developers of each Expansion Area, culminating in the dissolution of the Exaction Program. Development of the requested framework will require the consultant to work with LFUCG representatives to:

- Evaluate and update, as necessary, costs of Expansion Area required system improvements and remaining collections for open space and sanitary sewer system capacity exactions;
- Identify remaining vacant property in the Expansion Areas subject to exactions, and develop a strategy to ensure that all stakeholders are adequately included in this process;
- Facilitate any meetings between the LFUCG and Expansion Area landowners and developers (“stakeholders”) with a goal of developing a strategy for the equitable dissolution of the program with clear timelines and implementation components;
- Demonstrate that the proposed strategy will provide for the timely provision of required system improvements as identified in the Expansion Area Master Plan and associated plans; and
- Include a detailed implementation process that identifies and assigns tasks and the resources necessary to accomplish the goals of the project.

TASKS / PRODUCTS

1) Evaluation of existing Exaction Program and Status Report

Conduct an analysis of the Exaction Program and develop an understanding of: The Expansion Area Master Plan; Article 23 of the Zoning Ordinance; the rate table update process; the EAMP database and new Exactions Database; a review of current Finance, Accounting, Engineering, and Planning processes related to the tracking and administration of the program.

Coordinate with LFUCG staff to develop:

- An updated accounting for exaction credits and collections by Expansion Area, type, and developer/land owner, taking into account refunds and assessments that have not been collected; and

- A review of all remaining system improvement cost estimates by Expansion Area, type, and developer/land owner, including remaining collections for open space and sanitary sewer system capacity exactions.

The analysis shall result in a written report prepared by the consultant, outlining the status of the Exaction Program, including a breakdown of all constructed system improvements, an estimate of all remaining system improvement costs, a breakdown of exaction funds held by LFUCG, a breakdown of outstanding exaction credits, a breakdown of any overcollections of exactions and any refunds owed, and conclusions regarding the overall status of infrastructure development by the regulated development community in each Expansion Area and the implementation objectives of the Expansion Area Master Plan. This report will be a required deliverable under the agreement with the consultant.

2) Coordination and Facilitation with the LFUCG and Expansion Area land owners/developers

Coordinate and facilitate any meetings with LFUCG representatives and Expansion Area land owners and developers throughout the project to build consensus regarding the methodology that will be utilized for achieving the infrastructure and implementation objectives of the Expansion Area Master Plan and culminating in the equitable dissolution of the Exaction Program. Provide regular project updates and obtain feedback on the progress Exaction Dissolution Plan, and facilitate discussions to resolve specific issues that are identified as the project progresses. Provide meeting summaries to track discussions and decisions made during each meeting.

Attend up to two LFUCG Urban County Council meetings to present updates regarding this project.

3) Infrastructure Development and Implementation Plan

Develop a concise framework for infrastructure development, equitably allocating and distributing the costs associated with infrastructure development amongst the property owners/developers in each Expansion Area and implementing the infrastructure development plan in the Expansion Areas, culminating in the dissolution of the Exaction Program, which must include, at a minimum:

- A detailed, phased plan for the construction of remaining required system improvements, including updated construction cost estimates and specifications in coordination with the Engineering Division;
- A methodology for the equitable application, allocation and/or distribution of collected exactions on hand in the exactions fund balance. Such methodology for application, allocation, and/or distribution of the exactions fund balance shall be based upon and shall be included as an element of the detailed, phased plans for infrastructure financing and implementation;
- Summary information regarding necessary allocations and required agreements with developers and land owners for the ultimate dissolution of the existing Exaction

Program (as defined herein), including, as applicable: payment amounts; infrastructure to be built (with specifications, timing, and estimated costs); and other information as identified by Law and through facilitated meetings with LFUCG representatives and Expansion Area land owners and developers;

- An implementation plan for all tasks; and
- Other components as identified by Law and through facilitated meetings with LFUCG representatives and Expansion Area land owners and developers.

TIMELINE

Notice to proceed anticipated in August 2020 with a desired project timeline of six months.

PROJECT OVERSIGHT

The Chief Development Officer is the primary project contact and will facilitate close coordination with each Division responsible for the administration and implementation of the Exactions Program.

PROJECT BUDGET

The anticipated budget for this project is not to exceed \$250,000.

RELEVANT PLANS/STUDIES

Expansion Area Master Plan (1996):

<https://drive.google.com/file/d/1dSXQ47o-tkSME3QN4RvJybTf3fixKRDR/view>

Article 23, Zoning Ordinance:

<https://drive.google.com/file/d/1049LHA6Lhld08L3IXUfQ8cRZ7mCV5QEr/view>

2015/2020 Rate Table – Resolution 180-2020:

https://lexingtonky-my.sharepoint.com/:b:/g/personal/cbencz_lexingtonky_gov/EWT0_V7iXPNOtyln8lobifgBn7n-3f-pqAA_XaTVuJpZA?e=aDixlk

March 17, 2020 Presentation Materials for Exaction Rate Table Update – Budget, Finance, & Economic Development Committee:

<https://drive.google.com/drive/folders/1Fggk5Fm5wLrtQa3MyVBi6yydGIF33X>

DELIVERABLES

- Report and Summary of Evaluation (Task 1)
- Facilitate meetings with LFUCG representatives and Expansion Area land owners and developers and provide meeting summaries
- Attend two (2) Urban County Council Meetings.
- Presentations and graphics created for the project.
- Six copies and an electronic copy (pdf) of the final Infrastructure Financing Plan and Implementation Plan.

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract.

The Chief Development Officer shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Task 1	25%
Task 2	65%
Task 3 (draft)	85%
Delivery of final Infrastructure Financing Plan and associated Implementation Plan	100%

SUBMITTAL REQUIREMENTS

Seven hard copies and a digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to complete this project? What innovative ideas or unique experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones and a timeline for completing the project.
- 6) Estimated cost of services.

SELECTION CRITERIA

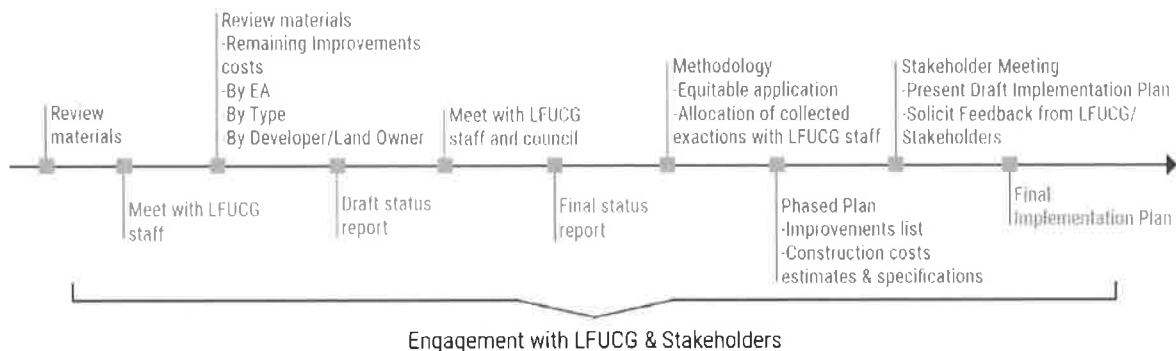
A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Team qualifications will be demonstrated and evaluated by:

- 1) Adherence to all six submission requirements and the professionalism of the written proposal. 15 points**
- 2) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. 25 points**
- 3) Familiarity with the details of the project and proposed approaches for providing required services, with emphasis on innovative project approaches. 30 points**
- 4) The past record and performance on contracts with governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 points**
- 5) The capacity of the consulting team to perform the work within the time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. 10 points**
- 6) Estimated cost of services. 10 points**

EXHIBIT "B"

APPROACH, PROJECT MILESTONES AND TIMELINE

Proposed Milestones



TASK 1: EVALUATION OF EXISTING EXACTION PROGRAM AND STATUS REPORT

1. Engage with LFUCG Staff

Prior to the evaluation of the Exactions Program, Stantec will engage with LFUCG staff in an engagement meeting to confirm objectives of the project and to understand the history of the program including the specific "hiccups" that are to be avoided for the in the subsequent implementation of the program. During and near the completion of tasks 1.2 and 1.3, Stantec will coordinate with the LFUCG staff to ensure the validity of all information provided and fulfillment of the objectives agreed to in the engagement meeting.

2. Review of Expansion Area and Exaction Program (EAMP) documents and databases

The Stantec team will complete a comprehensive review of documents, databases and processes provided by the LFUCG staff, including:

- *Expansion Area Master Plan* prepared by Siemon, Larsen & Marsh adopted by Lexington-Fayette Urban County Planning Commission dated July 18, 1996
- *Article 23: Expansion Areas Zoning Categories and Restrictions*
- *Resolution No. 180-2020*
- EAMP database
- Exactions database
- Finance, Accounting, Engineering and Planning process

3. Financial Assessment Study of Exaction Program Funds

- 3.1. Stantec will review the current program fund balance and accounting of the exaction fee assessments

- 3.2. Audit accounting of exaction fee assessments (collections, credits, and refunds)
- 3.3. Verify construction fees completed
- 3.4. Verify remaining system improvement cost estimates and compare costs with exaction fees on the remaining parcels for:
 - Roads
 - Parks
 - Open Space
 - Sanitary Sewer Treatment
 - Sanitary Sewer Transmission Capacity
 - Stormwater Management Facilities

4. **Evaluation Report**

Based on the outcome of the review and audit of the Exactions Program and information gathered from the LFUCG staff, Stantec will prepared a report summarizing the program. Along with the report an overall breakdown of the program's construction costs (completed and outstanding) and exactions fees, credits and outstanding refunds will be provided.

TASK 2: COORDINATION AND FACILITATION WITH THE LFUCG AND EXPANSION AREA LANDOWNERS/DEVELOPERS

Stakeholder engagement is a critical component of any planning endeavor and requires consistent and thoughtful communication. The engagement team led by Ed Holmes will collaborate with the LFUCG and expansion area landowners and developers to facilitate different avenues of communication to form a consensus for dissolution of the Exactions Program and establish objectives for the future. Our team will draw from their collective experience working with property owners, government agencies, neighborhood associations, and private citizens to cultivate a productive relationship amongst the stakeholders and help deliver a plan that all parties can be proud of.

A unique feature of this project is that while all stakeholders commonly share the basics of land development and exactions, each stakeholders' situation differs in multiple ways, ultimately requiring a requisite amount of individual attention. Furthermore, while the exactions program relates to the funding of what are essentially community properties, the facilitations between the project team and individual stakeholders involve private accounts that must be treated with discretion. With that understood, when it comes to engagement, our overriding goal will be to create a forum that provides transparency and access to those who are directly or indirectly impacted by the project team's work, while faithfully maintaining the focus on the specific goals of the study and the specific concerns of each stakeholder. We believe that finding the right balance between accessibility and specificity will require calibration and collaboration between all parties involved, including both the project team, LFUCG, and the stakeholders.

As a starting point, we identify the following objectives for our engagement program:

- To identify all property owners and other stakeholders who are impacted, both directly and indirectly by the decisions of the EAMP exactions evaluation.
- To ensure effective, reasonable participation of all key parties and interests
- To convey the purposes, decision points, specific infrastructure, and implementation strategies of the program evaluation and implementation plan clearly and consistently to all parties.
- To facilitate potentially contentious subjects and discussions between LFUCG and individual parties
- To provide multiple venues for providing comments so that all voices can be heard
- To establish the consensus necessary to ensure the commitment of all parties to recommended outcomes of the process
- To keep the LFUCG Council informed of the study's plans and progress.
- To prepare meeting and interview summaries and track specific discussion topics and decisions.

With these objectives in mind, we will work with LFUCG to develop the best strategy for engaging with our stakeholders, whether they are landowners, developers, attorneys, or other invested parties, both on the individual level and as a community from which we develop essential consensus. We have many tools at our disposal, including:

1. Direct individual facilitation via phone, web, and in person (following appropriate social distance guidelines)
2. General and subject oriented advisory groups
3. On-Line meeting tools, such as Zoom and Web Ex
4. Project web suites, such as Social Pinpoint
5. Social media management
6. Targeted government coordination

We recognize that the COVID-19 pandemic will require us to rely more heavily on online engagement strategies than we normally would. We also realize that engaging stakeholders online creates potential obstacles for some individuals or groups with limited access to the necessary technology or adequate internet access. However, online tools offer more options and generally reduce total time commitments as compared to in-person activities, potentially allowing us to connect with more people more often as they can choose the options they feel most comfortable with. For those who are digitally disadvantaged, we will develop specific communication strategies to keep them informed and engaged as well.

TASK 3: INFRASTRUCTURE DEVELOPMENT AND IMPLEMENTATION PLAN

DEVELOP FUNDING METHODOLOGY

Stantec will develop a long-term financial analysis for each of LFUCG's governmental funds and/or Enterprise funds responsible for financing the remaining system improvement costs. This long-term financial analysis will include projected growth (customer, usage, property values, etc.), annual operating costs, annual renewal and replacement costs, and desired key

performance indicators (i.e. minimum reserve and debt service coverage). The analysis will serve as a baseline upon which to incorporate the construction estimates developed by Stantec in Item 3.2. As the construction estimates are layered in, Stantec will be able to appropriately size the total amount of infrastructure development each Fund can sustain given the baseline projection. Moreover, the analysis will provide LFUCG with a deeper understanding of its funding capacity at different levels of projected growth. At the end of this process, LFUCG will be in possession of a detailed long-term financial management plan inclusive of annual infrastructure funding and identified funding sources for each project.

PREPARE PLAN FOR REMAINING SYSTEM IMPROVEMENTS

Stantec will review the current status of construction and buildout within the Expansion Area along with any planned improvements remaining from the Expansion Area Master Plan or the Remedial Measures Plan. Stantec will then prepare a phase construction plan to complete these remaining improvements with updated conceptual drawings, construction cost estimates, and specifications. This task will be completed in close coordination with the LFUCG Engineering Division to identify key priorities and incorporate preferred practices and standards.

DRAFT PLAN AND STAKEHOLDER ENGAGEMENT

A report will be prepared summarizing the funding methodology and construction plan developed in Tasks 3.1 and 3.2. This report will establish the purpose, goals and requirements of the proposed plan and provide a template stakeholder agreement to dissolve the existing Exactions Program and execute the Infrastructure Financing and Implementation Plan. Our Engagement Team will then facilitate a meeting with LFUCG council and expansion area landowners and developers to discuss the plan and solicit feedback with the goal of having all parties accept and endorse the plan. Our team will prepare a meeting agenda and necessary presentation materials to communicate the proposed plan to the stakeholders as well as meeting minutes to document key decisions and action items to finalize the plan.

FINALIZE INFRASTRUCTURE FINANCING AND IMPLEMENTATION PLAN

Based on input received from LFUCG and stakeholders, Stantec will complete necessary changes to the Infrastructure Financing and Implementation Plan and release a final version for execution of all parties required to implement the plan into action.

PROPOSED SCHEDULE:

Task/Milestones	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021
Engage with LFUCG	█					
Review and Audit Program	█	█	█			
Expansion Area Stakeholders Engagement		█	█	█	█	
Attend LFUCG Council Meeting			█			█
Develop Infrastructure Financing and Implementation Plan			█	█	█	█
Draft Infrastructure Financing and Implementation Plan					█	
Final Infrastructure Financing and Implementation Plan						█

DELIVERABLE SCHEDULE:

1. Current Exaction Program Report and Summary of Evaluation – End of September 2020
2. Expansion Area Stakeholders – presentation materials, meeting minutes after every meeting (maximum of 3)
3. Attend LFUCG Council Meeting to provide program update – presentation materials (maximum of 2)
4. Final Infrastructure Financing and Implementation Plan – end of January 2021