

## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 13 2022 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and STANTEC CONSULTING INC. (PROFESSIONAL). OWNER intends to proceed with a Sustainable Growth Study Update in Lexington, Kentucky as described in the attached Request for Proposal document (Exhibit "A"). The services are to include professional planning and analysis services for the city as contemplated in the OWNER's Request for Proposal No. 40-2022. 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. 40-2022.

PROFESSIONAL shall provide professional consulting services<sup>33</sup> for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S 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 all 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. 40-2022 (Exhibit "A") and PROFESSIONAL's Response, limited to the Study Approach, dated August 1, 2022 (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. 40-2022 (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. Conduct a Sustainable Growth Study Update, prepare/perform all required deliverables listed in the Request for Proposal (Exhibit "A").

This Agreement (consisting of pages 1 to 9 inclusive), together with (Exhibit "A") 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 Provisions of RFP No. 40-2022 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 design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, 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.
- 4.3. 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.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

#### **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 **OWNER'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>	<u>\$50,000</u>
Task 1 – Existing Conditions & Growth Trends Eval. & Report	\$35,000
Task 2 – Updated Growth Scenarios	\$10,000
Planning Commission Presentation, Final Report	\$5,000

**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. Payment will not be approved in an amount greater than the contract fee percentage established in Exhibit "A".

**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 in 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. PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** 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 itself 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 Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### **6.4. Successors and Assigns.**

**6.4.1. PROFESSIONAL** binds itself and its 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. Security Clause.**

The **PROFESSIONAL** certifies that it 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** unless required by law.

## **6.7. Access to Records.**

The **PROFESSIONAL** and its 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.

## **6.8. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No.40-2022 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'S** representative is authorized 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** representative 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** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative 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.
- 8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall

remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.



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: 9/13/2022

ATTEST:

Deputy Mackenzie Jock  
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (STANTEC CONSULTING INC.):

Signature: M Butler

Printed Name: Mark Butler

Position: Senior Associate

Date: 8/17/2023

COMMONWEALTH OF KENTUCKY  
COUNTY OF (Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mark Butler as Senior Associate for and on behalf of Stantec Consulting, on this the 17 day of August, 20 22.

My commission expires: 2/1/2026

Cara E. Loeb  
NOTARY PUBLIC, STATE AT LARGE, KY



**Exhibit "A"**  
**Lexington-Fayette Urban County Government**  
**Request for Proposals**

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #40-2022 Sustainable Growth Study 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 August 1, 2022. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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.**

## **PROJECT PURPOSE**

The Lexington-Fayette Urban County Government (“LFUCG”) is seeking proposals from qualified professional planning firms to provide an update to the 2021 *Existing Conditions and Growth Trends Report* (“Report”), which provides foundational data intended to help guide long-term land use decisions in Lexington. The Report is intended to be updated annually to serve as a current resource for decisions regarding the Urban Service Boundary (“USB”) as well as provide base data for other Planning and community studies.

In addition to an update of the Report, the scope of work for this project will include updates to growth scenarios informed by the data in the Report and the Goals and Objectives of *Imagine Lexington*, the City of Lexington’s Comprehensive Plan.

A link to the 2021 *Existing Conditions and Growth Trends Report* is included, below.

## **TASKS / PRODUCTS**

### **Task 1: Existing conditions and growth trends evaluation and report**

Provide a comprehensive update to the Report, to include updates to the following Report components:

- Demographic Profile;
- Employment;
- Land Use Analysis, including existing and vacant land use analyses;
- Existing Housing Stock;
- Commercial Development (Industrial, Office, and Retail analyses);
- Infrastructure and Community Facilities;
- Population Growth Trends, including household growth trends; and
- Commercial Growth Trends (Industrial, Office, and Retail Growth Trends)

Please refer to the *Existing Conditions and Growth Report* for detailed information regarding data included in each of the above report components.

### **Task 2: Updated Growth Scenarios**

Provide a minimum of three (3) updated growth scenarios, which evaluate growth capacity within the USB using scenarios that are consistent with the Comprehensive Plan. These scenarios should incorporate updated Report data to determine demand throughout the 20-year Planning horizon.

## **TIMELINE**

Notice to proceed anticipated in September 2022 with a desired project timeline of three to four months, with preference for completing the project by the end of calendar year 2022.

**PROJECT OVERSIGHT**

The Chief Development Officer and the Director of the Division of Planning will be the primary project contacts and will facilitate close coordination for this project.

**PROJECT BUDGET**

The anticipated budget for this project is not to exceed \$50,000.

**RELEVANT PLANS/STUDIES**

Lexington Sustainable Growth Study (2021):

<https://www.lexingtonky.gov/index.php/sustainable-growth-study>

City of Lexington Comprehensive Plan (2018):

<https://www.lexingtonky.gov/comprehensive-plan>

**DELIVERABLES**

- A final digital report - PDF file and InDesign file (if applicable).
- Data sets collected or created during the performance of the study, including GIS files.
- One presentation to the Lexington-Fayette County Planning Commission.

**SCHEDULE & PAYMENT**

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing an updated 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	70%
Task 2	90%
Delivery of final updated report, final presentations & data sets	100%

## **SUBMITTAL REQUIREMENTS**

- 1) A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:
- 2) Brief history of the consulting firm or firms on your team.
- 3) 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.
- 4) Why your team is best suited to update the Report.
- 5) Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
- 6) Outline of the consulting team's project approach, project milestones and a timeline for completing the project.
- 7) Estimated cost of services, organized by task.

## **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. **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” – Project Approach**

Having worked closely with the Mayor’s Sustainable Growth Task Force to deliver the initial Lexington Sustainable Growth Study last year, Stantec recognizes that a central tenet of the initiative was to create an easily repeatable process for assessing the current state and potential future of land use and availability within Fayette County and its Urban Service Boundary (USB).

Land development is always a dynamic enterprise and having the most up-to-date information is particularly critical here in Lexington, where the balance between urban growth and agricultural and rural preservation is at the core of its community ethos. With preparations for a new comprehensive plan for Lexington and Fayette County underway, an efficient and timely update of the primary data, forecast trends, and growth scenarios from the study is a top priority. Our project approach demonstrates how an annual update of these primary study elements can be done quickly and economically.

### **COMMUNITY PROFILE**

The Existing Conditions and Growth Trends Report presents a profile of Lexington on a macro and micro level. At the macro level are community statistics reflecting the people who live and work in Fayette County, as well as its built environment. This community profile is presented in Chapters 2, 3, 5, 6, and 8 of the report.

Along with other data sources, Stantec will query the 2020 US Census, which has become available since the initial report was released, to update the tables and text describing Lexington’s current demographics, employment, and housing. We will also use other public and private data sources, such as the CoStar database service and the Lexington Bluegrass Association of Realtors to update statistics on residential and commercial real estate, and coordinate with LFUCG staff and its GIS databases to identify any changes in infrastructure.

### **FORECAST TRENDS**

A defining feature of the study’s analytic process is forecasting growth trends for four categories of land use demand. The science of economic forecasting at the local level is complex, uncertain, and expensive, and therefore impractical for the type of annual assessment called for in this study.

In contrast, the approach used in the study is to estimate 20-year trend lines for residential, retail, office, and industrial inventory growth based on the most recent population and commercial inventory statistics. We will use the new data collected for the community profile to update these growth statistics and estimate revised growth trend lines based on the growth Lexington has experienced the past 10 and 20 years, respectively. Using this approach, we will generate upper and lower bands for a transparent and repeatable estimate of demand for each category through 2042.

## LAND USE INVENTORY AND ANALYSIS

The study's parcel level land use database represents the micro level of the study's profile of Lexington and is the foundational tool for assessing the current state of land use and available land within the USB. To build the database, Stantec joined the zoning database of LFUCG with the land-use and property valuation database of the Fayette County Property Valuation Assessor (PVA) to create a single repository of parcel information that could identify the zoning, land-use, and vacancy status of individual parcels and estimate their development potential.

Stantec will again coordinate with staff from LFUCG and the PVA to acquire and scan all relevant zoning, land use, and development status changes for each parcel in the database. We will then use the updated database to generate new cross-tabulations for each relevant classification (acres, location, development units/space, land-use, zoning, etc.) within a revised Chapter 4 of the report. The most critical outcome of this update will be a new estimate of vacant land by land-use and zoning classification, based on the new and proposed development that has occurred since the database was assembled in December 2020.

## GROWTH SCENARIOS

Stantec worked with the task force to identify three potential growth scenarios for development within the USB. These three scenarios reflected the spectrum of potential development patterns and served as the first test run of the evaluation framework developed as part of the study. Stantec will coordinate with LFUCG Planning Staff to determine whether to maintain or change the general concept of any of the scenarios. We will then update the development potential of each scenario, producing new estimates of capacity for residential, retail, office, and industrial development, which can then be compared to the revised demand trends we have forecasted.

## REVISED REPORT AND DATABASE

The Existing Conditions and Growth Trends Report will be revised to reflect the current data and associated analysis collected and performed in this update, including relevant tables, graphics, and text in both the main body and executive summary of the report.

An updated parcel level database reflecting all land use, zoning, and development status changes will be submitted to the LFUCG Division of Planning.

## PLANNING COMMISSION PRESENTATION

Stantec will coordinate with LFUCG staff to prepare a brief slide presentation highlighting the major revised statistics and findings of the update for presentation to the Lexington Planning Commission.

## SCHEDULE

Stantec proposes a three-month schedule for this project. Assuming a notice to proceed with work by early September, Stantec will provide a revised Existing Conditions and Growth Trends Report by December, 2022, to be followed by a presentation to the Lexington Planning Commission.

Most tasks for this project are expected to occur simultaneously. Milestones for task completion are generally estimated as follows:

- Mid-September: Data Acquisition and coordination with LFUCG and PVA staff and other data providers.
- End of October: Data review, analysis, and update of community profile data and parcel level database; update of demand growth trends.
- End of November: Preparation and revision of Existing Conditions and Growth Trends Report; identification and revision of growth scenarios, including revised development potential by scenario.
- End of December: Delivery of revised report and database.