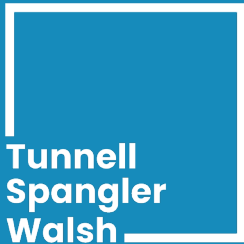


REQUEST FOR PROPOSALS
DUE: FEBRUARY 19, 2026

Lexington-Fayette Urban County Government
**Development of Unified
Development Code (UDC)**
RFP #2-2026



Contact: Caleb Racicot, Principal
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Table of Contents

Section 1: Cover Letter	1
Section 2: Team Qualifications	3
Team Overview	
Team Experience	
Client References	
Section 3: Organization Chart	17
Section 4: Staff Qualifications	18
Staff Commitment	
Resumes	
Section 5: Understanding and Approach	27
Understanding	
Project Approach	
Preliminary Work Plan	
Section 6: Project Timeline	40
Section 7: Detailed Proposed Fee	41
Section 8: Required Forms	42

SECTION 1:

Cover Letter



February 18, 2026

Lexington-Fayette Urban County Government
Division of Planning
101 E. Vine St.
Lexington, KY 40507

Dear Selection Committee,

Tunnell, Spangler, Walsh & Associates is pleased to submit our team's proposal for the Lexington-Fayette Urban County Government's (LFUCG's) creation of a Unified Development Code (UDC). We appreciate the opportunity to bid on this project and have assembled a team that combines the local presence and national expertise essential for its success.

The project will be managed by **Tunnell, Spangler, Walsh & Associates**, with a Lexington presence that allows us significant in-person engagement, coding, and strategy abilities. National coding experts **Code Studio** will provide best practices and strategic guidance and will be responsible for producing the UDC document. Our two firms have collaborated in similar capacities for nearly two decades, and we have a strong, well-established working relationship.

Additional project team members include:

- » **EHI Consultants**, providing public engagement, planning, engineering support, and local expertise. The firm is also a certified DBE.
- » **Frost Brown Todd LLP**, providing legal guidance and review.

We are also amenable to adjusting our team to include other local and national experts in specialized topic areas that may arise during the project.

Founded in 1990, Tunnell, Spangler, Walsh & Associates is a full-service planning, architecture, and landscape architecture firm that works effectively with diverse communities to meet their unique needs, whether through high-level visioning, policy planning, coding, site planning, or the design of buildings and parks. Our experience taking plans and projects from vision to reality gives us a strong focus on implementation and makes us more effective code writers. We frequently prepare area plans and then write the codes that implement them. In many cases, we also design and entitle private development projects under the very codes we helped author. This gives us a clear understanding of when standards support good development outcomes and when they unintentionally constrain them. Equally important, many members of our project team are former public administrators, so we are always mindful of how easy codes are to use, interpret, and administer. We pride ourselves on preparing plans and codes that are both visionary and practical.

With approximately 50 staff across offices in Lexington, KY; Atlanta, GA; Chattanooga, TN; and Tulsa, OK, our size allows our principals to remain hands-on with every project and fosters close multidisciplinary collaboration. Hiring Tunnell, Spangler, Walsh & Associates means gaining access to a cross-disciplinary team of experts dedicated to delivering thoughtful, effective solutions. We approach every project with a collaborative spirit and a holistic ethic, applying multiple lenses to solve problems, meet challenges, and help our clients achieve their goals and thrive.

Our size and interdisciplinary nature also mean that we are selective in the projects we pursue. We focus on work that matters to us personally and professionally, and only when we can give it the attention it deserves. This is why we are so enthusiastic about the opportunity to work on the creation of a UDC.

SECTION 1: COVER LETTER

Our team also brings the local knowledge necessary for success. Both our proposed Project Manager, Caleb Racicot, and Assistant Project Manager, Samantha Castro, are already familiar with Lexington's existing land use policies, zoning framework, and development regulations. We respect and value the work completed to date and understand some of the implementation challenges the City has encountered. We believe our partnership with Code Studio, EHI, and our legal team provides the right mix of technical expertise, planning and coding foresight, community trust-building, and creative problem-solving needed to successfully deliver a UDC.

The timing for this project is also ideal. In February, the City of Atlanta's zoning rewrite, Atlanta Zoning 2.0, which our team and Code Studio have been leading for several years, is scheduled to be introduced for adoption. We have spent more than five years crafting, testing, and vetting the new code with stakeholders and elected officials, such that the official adoption process is now largely a formality. This transition will free project staff to focus fully on Lexington-Fayette County.

We hope you will agree that our project team is uniquely suited to lead LFUCG's UDC effort. You will find more information about our team and our proposal in the following pages. As you review these materials, please keep in mind that we are more than willing to adjust our proposal to meet your local needs.

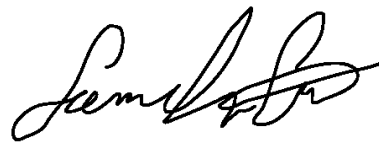
Thank you for considering our proposal. We look forward to the opportunity to help LFUCG and the Lexington-Fayette County community draft the UDC to meet current and future needs.

Please direct any correspondence about this proposal to Caleb Racicot using the contact information below.

Respectfully,



Caleb Racicot, AICP, LEED AP
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Enclosure:

Team Qualifications

Team Overview

The **Tunnell, Spangler, Walsh & Associates Team** brings together planners, code writers, engineers, and a Kentucky attorney with the experience needed to build on existing work and create a UDC that implements Imagine Lexington 2045 and is user-friendly for both administrators and the public.

The Atlanta and Lexington offices of **Tunnell, Spangler, Walsh & Associates** will manage the project and provide core services including coding, strategy, design, and overall project coordination.

Code Studio's Atlanta and Austin offices will work closely with our team to provide additional support in coding, strategy, and graphics. Our firms have partnered in similar roles for two decades and maintain a strong, well-established working relationship.

Locally based **EHI Consultants** will provide planning and engineering services. Covington-based attorney Donnie Warner of **Frost Brown Todd LLP** will round out the team by leading the legal review and providing ongoing support throughout the process.

The following is an overview of specific firms.



TUNNELL, SPANGLER, WALSH & ASSOCIATES www.tsw-design.com

Founded in 1990, Tunnell, Spangler, Walsh & Associates is a full-service planning, architecture, and landscape architecture firm focused on innovative codes, plans, and designs for communities of all sizes. With approximately 50 full-time employees in our Atlanta headquarters and satellite offices in Lexington, Chattanooga, and Tulsa, our size allows our principals to remain hands-on in every aspect of a project while enabling close multidisciplinary collaboration. Hiring Tunnell, Spangler, Walsh & Associates means having a cross-disciplinary team of experts at your service. We approach projects with a collaborative spirit and a holistic ethic, applying multiple lenses to solve problems, meet challenges, and help our clients achieve their goals and thrive.

For more than 35 years, we have been proud to create award-winning plans, codes, and designs that embody the principles of livable communities, including walkability, history and sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of placemaking, including outreach, visioning, code development, preservation planning, architecture, and streetscape design, and we are gratified to see many of our projects move from concept to completion in a wide range of communities.

With regard to code writing, we bring a rare advantage to our work: **the insight of former public administrators who have experienced the realities of code implementation firsthand.** We understand what it takes to deliver excellent customer service, guide constituents through review processes, and apply regulations consistently and fairly. We also recognize the frustrations of navigating cumbersome codes and defending provisions that are impractical to enforce. These experiences shape how we write and refine development regulations.

This perspective also informs our commitment

Tunnell, Spangler, Walsh & Associates provides planning, coding, and design services. Our ability to take projects from vision to reality ensures that the standards we write are grounded in real-world implementation, making us stronger and more effective code writers.

SECTION 2: TEAM QUALIFICATIONS

to creating equitable, clear, and user-friendly codes that advance Lexington’s vision for a livable, inclusive future. In collaboration with LFUCG staff and community partners, we will craft standards that work not only on paper but in practice. These will be codes that staff can administer confidently and the public can understand easily. Our approach includes hands-on support for staff, from targeted trainings to in-depth usability testing. These strategies have been central to our success in rewriting other codes across the region and have proven effective in numerous communities. For Lexington, we will bring the same focus, ensuring that creating a modern, user-friendly UDC is not just a policy shift, but a smooth and practical transformation.

CODE STUDIO

www.code-studio.com

Code Studio pursues planning and implementation work that yields vibrant, mixed use, walkable communities through creative infill, incremental redevelopment, and transformational change. Founded in 2006, the firm is nationally renowned for its highly visual page layout, simple graphics, and easily understood and enforced text. The firm works across the United States completing combined plan and code projects, as well as working on codes in places planned and designed by others.

Our approach focuses on translating planning and design concepts into regulatory language to create the physical “place” envisioned by a community.



Tunnell, Spangler, Walsh & Associates planned and coded Glenwood Park, an award-winning urban infill project in Atlanta that would become a model for their ongoing update to the Atlanta Zoning Ordinance.

When we craft new regulations, we believe they must be fully understood by local residents and property owners, be easily administered by local staff, produce a predictable end result, and above all, fit within the existing legal and regulatory framework.

Our codes address building mass, building placement, the form of existing streets, the creation of new streets and other public spaces, and height—all details that directly encourage (or discourage) pedestrian activity and mixed use. Our codes address the public spaces that private buildings shape. Rather than relying on a myriad of uses or arcane density prescriptions, our codes are proactive in specifically describing the form of the desired built environment.

EHI CONSULTANTS

www.ehiconsultants.com

EHI is an award-winning 25-year-old local planning firm located in 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 multidisciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment.

EHI believes in a community engagement process



SECTION 2: **TEAM QUALIFICATIONS**

that has the ability to engage, excite, and empower local residents and transform communities. Our approach to community engagement is not a public relations strategy but an honest attempt to include stakeholders 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 residents and get them engaged and excited about the process.

FROST BROWN TODD LLP

www.frostbrowntodd.com

Frost Brown Todd LLP leads with deep experience in Kentucky land use and planning law. Our attorneys represent private developers and public entities—cities, counties, and special districts—across Kentucky in planning and zoning matters, from comprehensive plan updates, small area studies, and zoning code rewrites. We also advise on conditional use permits, variances, and appeals before planning commissions, boards of adjustment, and circuit courts.

While our practice is nationally recognized in public sector legal services, our Kentucky team pairs statewide reach with local insight. We counsel some of the largest cities and counties in our footprint, as well as smaller municipalities and rural jurisdictions, ensuring practical solutions that reflect local priorities and statutory requirements. We likewise advise private developers and project sponsors navigating entitlement strategy, due diligence, and public-private partnerships with cities and counties.

Our attorneys understand the day-to-day decisions that avoid pitfalls and keep projects on track. With a tailored, outcome-focused approach, we help public sector clients and private developers efficiently resolve complex planning and zoning issues, secure timely approvals, and implement disciplined solutions that drive economic growth and strengthen Kentucky communities.

SECTION 2: TEAM QUALIFICATIONS

Team Experience

Atlanta Zoning 2.0

Atlanta, GA

KEY PERSONNEL

- » Tunnell, Spangler, Walsh & Associates: Caleb Racicot, André Myers
- » Code Studio: Christy Dodson, Colin Scarff

CLIENT REFERENCE

Keyetta Holmes, AICP
Director, Office of Zoning and Development
kmholmes@atlantaga.gov
404.330.6145

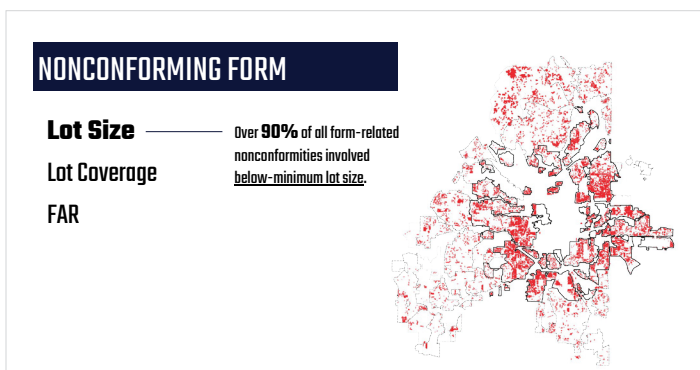
DESCRIPTION

Tunnell, Spangler, Walsh & Associates is the lead consultant for Atlanta Zoning 2.0, the City’s initiative to modernize its 1982 Zoning Ordinance.

The process began in 2015, when we were retained to review the existing code, research best practices, conduct outreach, and recommend how the ordinance could be updated to meet current and future needs. Our review examined the regulations from multiple perspectives — including usability, policy alignment, and substantive content — with particular attention to how well standards implemented the comprehensive plan, addressed emerging needs, and were experienced by users.

This diagnostic included hundreds of interviews and four public meetings. The resulting recommendations were organized around themes:

- » Improve urban design;
- » Protect neighborhood character;



- » Create vibrant corridors and districts;
- » Expand transportation options;
- » Ensure housing diversity;
- » Support jobs and innovation; and
- » Create user-friendly standards and processes.

To ensure that critical improvements could be made as quickly as possible, the recommendations were divided into short- and long-term updates.

After assisting the City with implementing the short-term updates, Tunnell, Spangler, Walsh & Associates partnered with Code Studio and was selected in 2019 to undertake the full code rewrite.

The rewrite process began with an existing pattern analysis, which revealed that nearly every part of the city built before 1982 was nonconforming with regard to use, lot size, setbacks, coverage, or density. This analysis became central to building support for many of the subsequent code updates.

Over five years — including a one-year pause due to COVID-19 and shifting City priorities — our team engaged tens of thousands of Atlanta residents, businesses, and property owners to explore ways to modernize the code and confirm the overall direction. This extensive effort included:

- » **Idea Labs.** To explore best practices and identify concepts that might be appropriate for Atlanta.
- » **Focused Workshops.** To identify alternatives for updating the code, gather public input, and further confirm the direction of the rewrite.
- » **Module Review.** To release draft sections of the code, pose outstanding questions to the public, and respond to community feedback.
- » **Testing Sessions.** To bring together City staff and the public to test that the draft was clear and would produce the intended outcomes.

In addition to achieving the themes identified in the diagnostic, the draft incorporates key features:

- » **Zone Strings.** Each lot is assigned a Form District and a Use District, reducing the number of zoning districts from approximately 240 today to 30 Form and 30 Use Districts. This supports incremental change by separating regulations for building form from regulations for land use.
- » **Housing.** The draft’s form-based approach increases the amount of housing permitted in

SECTION 2: TEAM QUALIFICATIONS

Dunwoody Code Updates

Dunwoody, GA

KEY PERSONNEL

- » Tunnell, Spangler, Walsh & Associates: Caleb Racicot
- » Code Studio: Christy Dodson, Colin Scarff

CLIENT REFERENCE

City of Dunwoody
 Richard McLeod, Community Development Director
 richard.mcleod@dunwoodyga.gov
 678.382.6802

DESCRIPTION

Tunnell, Spangler, Walsh & Associates has provided planning and zoning services for the City of Dunwoody for more than a decade, including:

- » The **Dunwoody Village Master Plan and Code**, which envisioned transforming a series of aging shopping centers into a walkable, mixed-use town center and ultimately produced a form-based code to implement that vision; and
- » The **Dunwoody Sign Ordinance Update**, which engaged stakeholders to identify appropriate signage regulations and update the ordinance to better reflect local needs.

More recently, the firm partnered with Code Studio to prepare the City's Comprehensive Plan and is now leading the development of a Unified Development Code (UDC) to implement that plan.

Key aspects of the draft UDC include:

- » Reducing the number of zoning districts;
- » Updating use standards, especially data centers, self-storage, auto-oriented uses, and "missing middle" housing types;
- » Establishing urban design standards to walkable, mixed-use, and transit-oriented development patterns along major corridors;
- » Aligning engineering and environmental standards with the City's land use vision; and
- » Improving usability with clear language, consistent definitions, tables, and graphics.

The first full public draft is anticipated in April 2026.

27-107B Districts
 Districts and regulating map.

27-107E Open Space Types
 Commons.

COMMONS CRITERIA	
Dimensions	
Minimum Size	0.45 acres
Minimum Dimension	45 feet
Minimum Percentage of Street Frontage Required	0%; requires a minimum of two access points with a total depth of 100 feet maximum (minimum 30 feet wide)
Improvements	
Fully Enclosed Structures	Permitted; may cover maximum 5% of commons area
Maximum Impervious Surface + Semi-Pervious Surface	30% + 10%
Maximum Percentage of Open Water & Stormwater Features	30%

PARK CRITERIA	
Dimensions	
Minimum Size	0.75 acres
Minimum Dimension	30 feet; minimum average width of 80 feet
Minimum Percentage of Street Frontage Required	30% for parks less than 5 acres; 20% for parks 5 or more acres in size
Improvements	
Fully Enclosed Structures	Permitted in parks 2 acres or larger in size
Maximum Impervious Surface + Semi-Pervious Surface	20% + 10%
Maximum Percentage of Open Water & Stormwater Features	30%

The Dunwoody Village Code focused on codifying a specific built outcome (top) while prioritizing the creation of high-quality open spaces (bottom).



Walking tours were used to identify issues with the existing code.

SECTION 2: TEAM QUALIFICATIONS

ST. LOUIS, MISSOURI

COMPREHENSIVE ZONING CODE

2025 - PRESENT

Contact: Don Roe
Executive Director,
Planning and Urban Design Agency
roed@stlouis-mo.gov
(314) 657-3848

Key Personnel
Colin Scarff, Principal-in-Charge

Code Studio (Lead)
KSG (Engagement Lead)
PDB (Engagement Support)
Interboro (Planning & Communications)

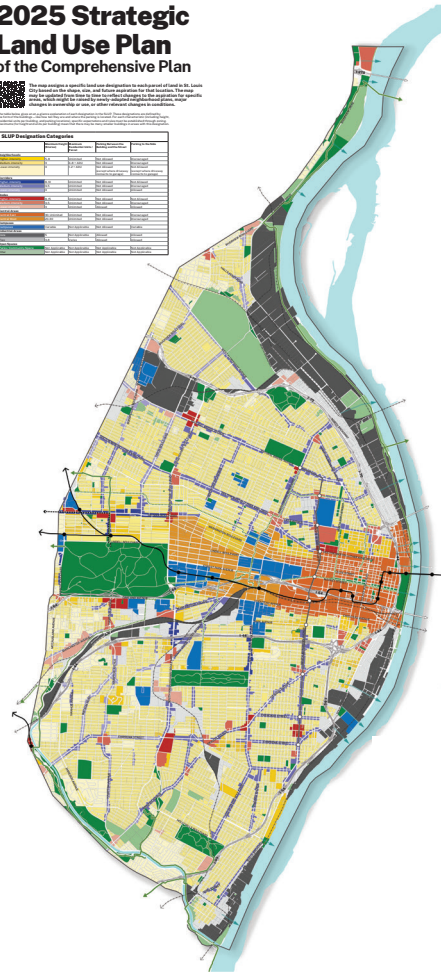
Code Studio is leading a major effort to overhaul the zoning code for the City St. Louis—its first full revision in approximately 70 years. Dubbed the “ZOUP” (ZOning UPgrade), the project follows immediately on the heels of the SLUP (Strategic Land Use Plan), approved in 2025. Code Studio served as a subconsultant on the latter, helping to direct it toward a structural (rather than use-based) system of land use categories.

While still in its early stages, our expectation is that the ZOUP project will see the City transition from a traditional “Euclidean” approach to one that places far greater emphasis on built form. Although facing many challenges, St. Louis currently exhibits a strong public interest in innovative new planning and zoning strategies.

- Major issues that St. Louis confronts include:
- A history of racism and racial segregation (sometimes with the aid of planning and zoning) that has left a legacy of devastation in the city’s northern neighborhoods, and continues to generate fear and mistrust.
 - An antiquated zoning code that currently generates an unmanageable quantity of variances and adds unnecessary red tape.

SLUP LAND USE MAP: The map produced as part of St. Louis’s Strategic Land Use Plan (SLUP), a component of the City’s comprehensive plan. Code Studio participated in the planning process as sub-consultants and now leads the team seeking to implement it through zoning.

2025 Strategic Land Use Plan of the Comprehensive Plan



RESPONDING TO A LEGACY OF INJUSTICE AND MISTRUST

Amongst other things, St. Louis struggles with the legacy of racial segregation and “redlining,” which has particularly devastated the northern portion of the city. These impacts were compounded by the tragic 2025 Tornado.

Both the ZOUP and the SLUP before it have been characterized by a bold public communications strategy that included graphically-appealing printed newsletters, as well as a regularly updated website and social media.



SECTION 2: TEAM QUALIFICATIONS

DETROIT, MICHIGAN

ZONING ORDINANCE UPDATE

2021- Present

Contact: Kimani Jeffery,
City Planner-Historic
jeffreyk@detroitmi.gov
(313) 224-6376

Key Personnel

Colin Scarff, Principal-in-Charge

Code Studio (Lead)

Utile
Interboro
MKSK

Code Studio is working to modernize Detroit's existing Zoning Ordinance. The process included a detailed diagnosis of their current code and an extensive public outreach component, including the creation of a Zoning Advisory Group and a Project Ambassadors program. In addition to improving the usability of the Code and simplifying administrative processes, the new Zoning Code will help Detroit reach its goals of expanding housing options, promoting mixed-use development, reducing the impact of auto-related uses, better utilizing vacant land, creating jobs and more.

ZONING FOR JOBS: Rezoning for mixed-uses and home occupations increases job opportunities in neighborhoods.



Expanding neighborhood zoning allows for corner stores and businesses like Sister Pie.

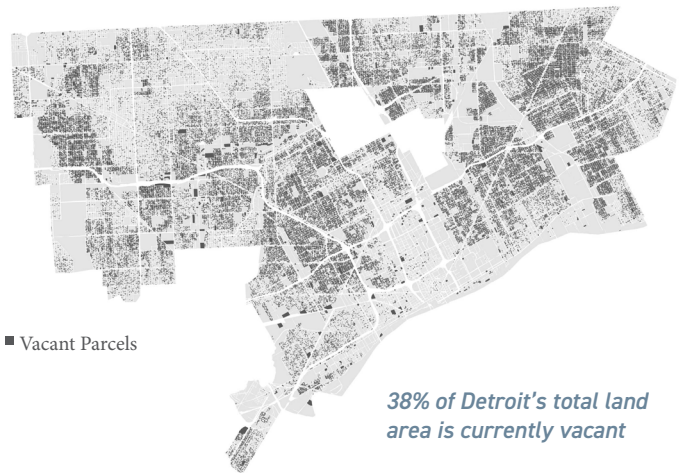


Zoning for home occupations creates local, accessible jobs for residents.

ANALYSIS & DIAGNOSTIC REPORT: Site analysis and the creation of a Zoning Analytic report was completed with extensive public input.



Community members playing The Zoning Game.



38% of Detroit's total land area is currently vacant

REUTILIZATION OF VACANT LAND: The map produced as part of St. Louis's Strategic Land Use Plan (SLUP), a component of the City's comprehensive plan. Code Studio participated in the planning process as sub-consultants and now leads the team seeking to implement it through zoning. Vacant land can be reused for more productive uses by:

- » Making it easier to reuse existing buildings;
- » Utilizing lots for "green" spaces, including urban farming;
- » Rezoning land for residential or mixed-uses;
- » Allowing for temporary uses on vacant lots.

SECTION 2: TEAM QUALIFICATIONS

CHARLOTTESVILLE, VA

DEVELOPMENT CODE UPDATE

ADOPTED 2023

Contact: James Freas, Deputy City Manager
City of Charlottesville
freasj@charlottesville.gov
(434) 970-3182

Key Personnel

Lee Einsweiler, Principal-in-Charge
Christy Dodson, Associate Principal

Rhodeside & Harwell (Lead)

Code Studio
HR&A
Brick & Story

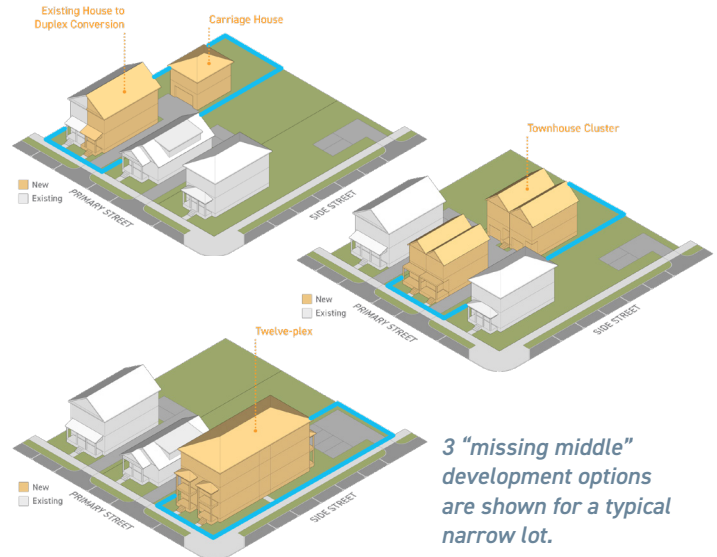
In 2021, the City of Charlottesville adopted a pivotal Comprehensive Plan update, focused on equity and affordability. Immediately following this two-year effort, Code Studio was tasked with updating the City's Zoning Ordinance to implement the new vision and goals of the plan. Code Studio worked with the project team to produce a robust zoning diagnostic and approach report to serve as a road map for the drafting of the new ordinance.

Charlottesville's new zoning code balances critical community goals including: increasing housing options and affordability, protecting legacy residents from displacement, and preserving historic and cultural resources. Working closely with RKG, the new zoning code implements policies to require and incentivize affordable housing in small-scale and large-scale development projects.

Website: cvilleplanstogether.com

HISTORIC CHARACTER & INFILL COMPATIBILITY: With many areas of unique historic significance, Code Studio is drafting development standards that maintain high-quality design and neighborhood compatibility, while allowing for more flexible and affordable housing types by-right. >>>

HOUSING AFFORDABILITY & ANTI-DISPLACEMENT ZONING TOOLS: Code Studio is working on zoning strategies to provide a greater variety of housing types, with a focus on "missing middle" typologies, particularly on infill sites in existing neighborhoods, and to provide stability and wealth-building opportunities to legacy residents by identifying "sensitive areas" throughout the City. Code Studio modeled a variety of development options on typical lot types, and analyzed which worked best for each scenario and how each would affect the rental vs. ownership housing supply in the City.



3 "missing middle" development options are shown for a typical narrow lot.



ABOVE: Zoning updates in the Historic Downtown Mall Historic District focus on streamlining processes for development projects.

BELOW: Zoning updates in the North Downtown Neighborhood Historic District focus on context-sensitive housing options.



SECTION 2: TEAM QUALIFICATIONS

RICHMOND, VIRGINIA

COMPREHENSIVE ZONING CODE UPDATE

2024 - PRESENT

Contact: Kevin Vonck
 kevin.vonck@rva.gov
 (804) 646-3741

Key Personnel

Colin Scarff, Principal-in-Charge

Code Studio (Lead)

Brick & Story (Engagement)
 Utile (Pattern Book Analysis)
 RKG (Market Analysis)

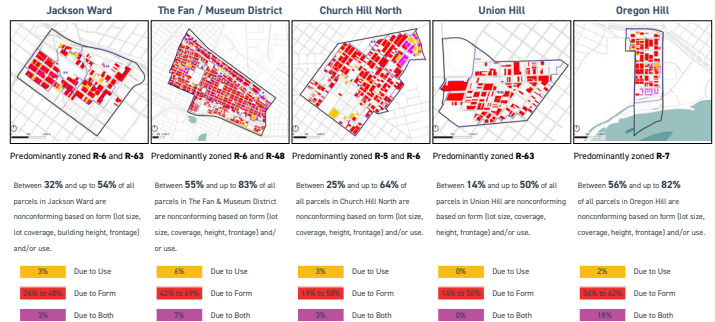
Code Studio was hired to lead Richmond's "Code Refresh," which will see a complete overhaul of the city's 1970s-era zoning ordinance. In addition to its age and lack of alignment with the Richmond 300 comprehensive plan, problems with the current code included a reliance on suburban standards that left many traditional urban neighborhoods non-conforming and a proliferation of "Special Use Permit" (SUP) applications, which slowed positive development and were unpredictable in their outcomes. Richmond is also dealing with the legacy of annexations that brought underdeveloped and quasi-rural lands into the city.

Code Studio's work was informed by a "pattern book" analysis conducted by Utile, as part of the consulting team. This work identified some of the defining metrics of Richmond's traditional neighborhoods and where they were clashing with the current code. The work was also informed by a robust engagement process that included public meetings, surveys, panel events, pop-ups, and regular meetings with an Advisory Council, working groups and stakeholders.

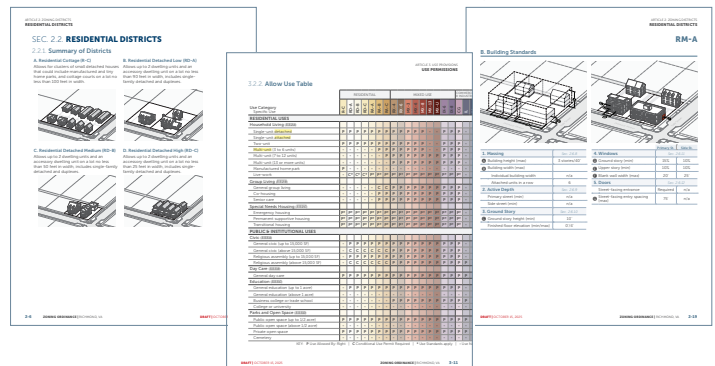
The final product will be a illustrated and accessible new code that emphasizes by-right development, "legalizes" Richmond's urban neighborhoods and provides stronger regulation of development in the annexed territory.

PATTERN ANALYSIS: Code Studio's work was informed by a "pattern book" analysis led by sub-consultants Utile. Operating at several different scales, it identified the defining characteristics of many of the city's traditional neighborhoods and where they were in conflict with the current code.

REPRESENTATIVE NEIGHBORHOODS NONCONFORMITIES



ILLUSTRATED AND ACCESSIBLE CODE DOCUMENT: Below are images from the draft code document (Nov. 2025) depicting Code Studio's use of illustrations and easily readable tables.



ROBUST ENGAGEMENT PROCESS INCLUDING INTERACTIVE DRAFT MAPPING: To better collect public feedback on the draft zoning map, Code Studio worked with an app developer to prepare an interactive tool that could collect comments down to the individual parcel level.



SECTION 2: TEAM QUALIFICATIONS

LOS ANGELES, CA

MULTIPLE PROJECTS

2013 - Present

Contact: Erick Lopez, Senior City Planner
 Los Angeles City Planning
erick.lopez@lacity.org
 (213) 978-1323

Key Personnel
 Colin Scarff, Principal-in-Charge

re:code LA- Zoning Ordinance Update
Code Studio (Lead)

- Winter & Company M Planning Group
- Peter Park HR&A Advisors
- White & Smith Urban Insight
- John Kaliski Architects VPE Public Relations
- Torti Gallas & Partners Tebo Environmental Consulting
- Patricia Smith

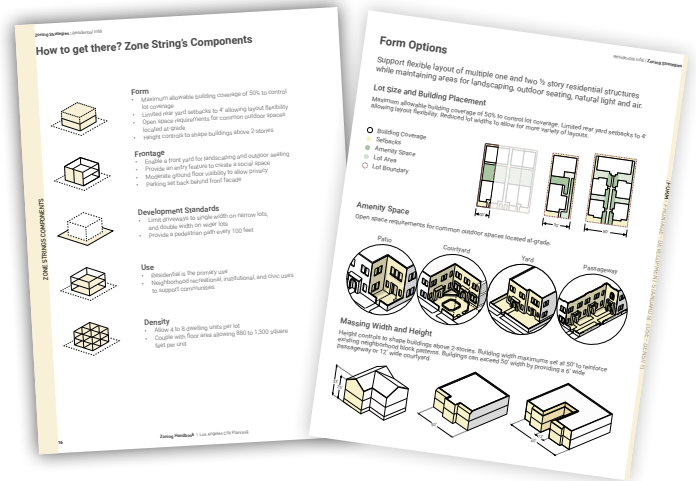
In 2024, the City of Los Angeles adopted a comprehensive update to its 1946 Zoning Code. As part of this effort, Code Studio worked with City staff on several key components, including the creation of 16 customized single-family typologies to guide compatible infill; the development of a tailored code for Boyle Heights addressing a major TOD area, and neighborhood conservation; and the preparation of community character typologies that will inform the City's new zoning system.

Zoning Handbook
Code Studio (Lead)

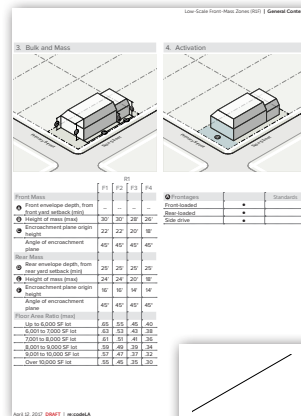
To support implementation of the newly adopted zoning ordinance, Code Studio partnered with the City to develop a clear, visually compelling handbook that communicates the ordinance's most significant changes and opportunities. The handbook turns complex regulations into accessible narratives, and illustrates how the new framework can shape development across the city.

ZONING HANDBOOK- ZONING ELEMENTS EXPLAINED

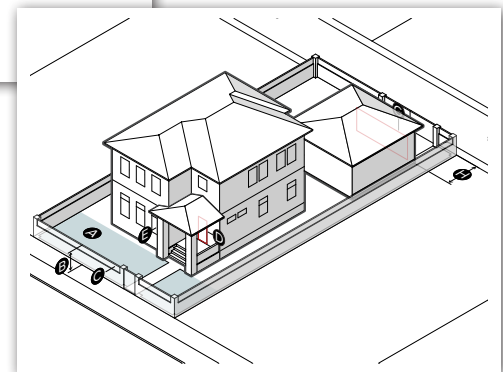
Within the Handbook, elements of the zoning system are broken down and explained through simple, easy-to-read diagrams that also highlight the innovations the new code enables or streamlines.



RE:CODE LA- SINGLE-FAMILY ZONING



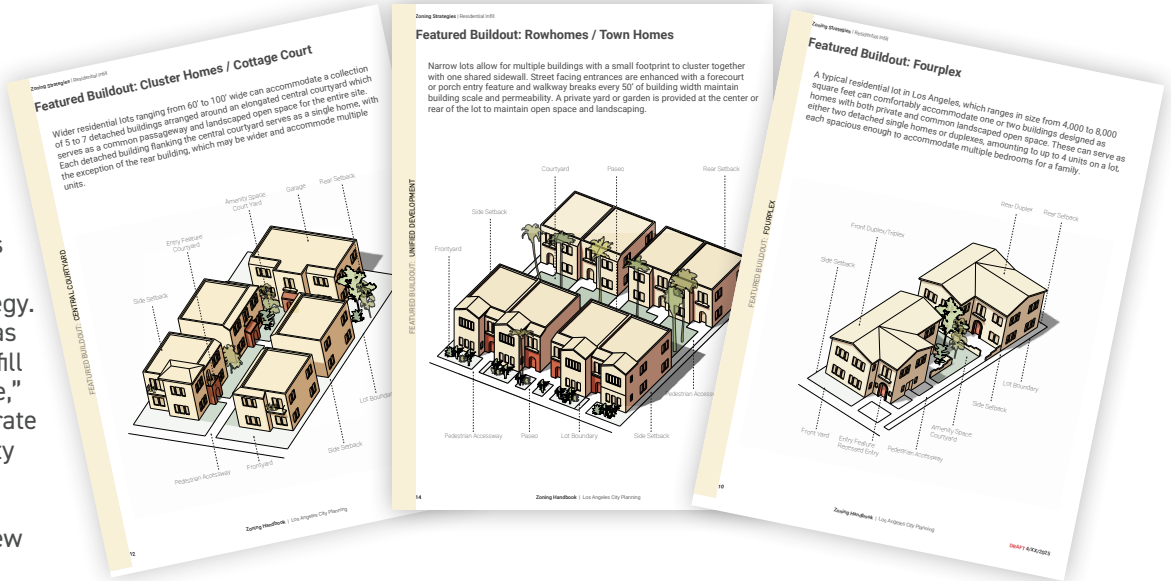
16 Variations of single family zones were developed to provide a substantial level of customization during the community planning process. New form-based regulations prescribe building coverage, building placement, bulk and mass, and frontage activation.



SECTION 2: TEAM QUALIFICATIONS

ZONING HANDBOOK- FEATURED BUILDOUTS: ILLUSTRATING INNOVATIONS

A dedicated section was created for each scale, each with its own strategy. Significant emphasis was placed on residential infill and the “missing middle,” aiming to absorb moderate growth through a variety of creative housing typologies designed for growing families and new residents.



RE:CODE LA- COMMUNITY CHARACTER STUDIES

Community Character Designations



Community character studies were developed alongside community planners based on local knowledge and substantial GIS analysis. Community character analysis provided the framework for zoning districts ranging from single family districts to Downtown.

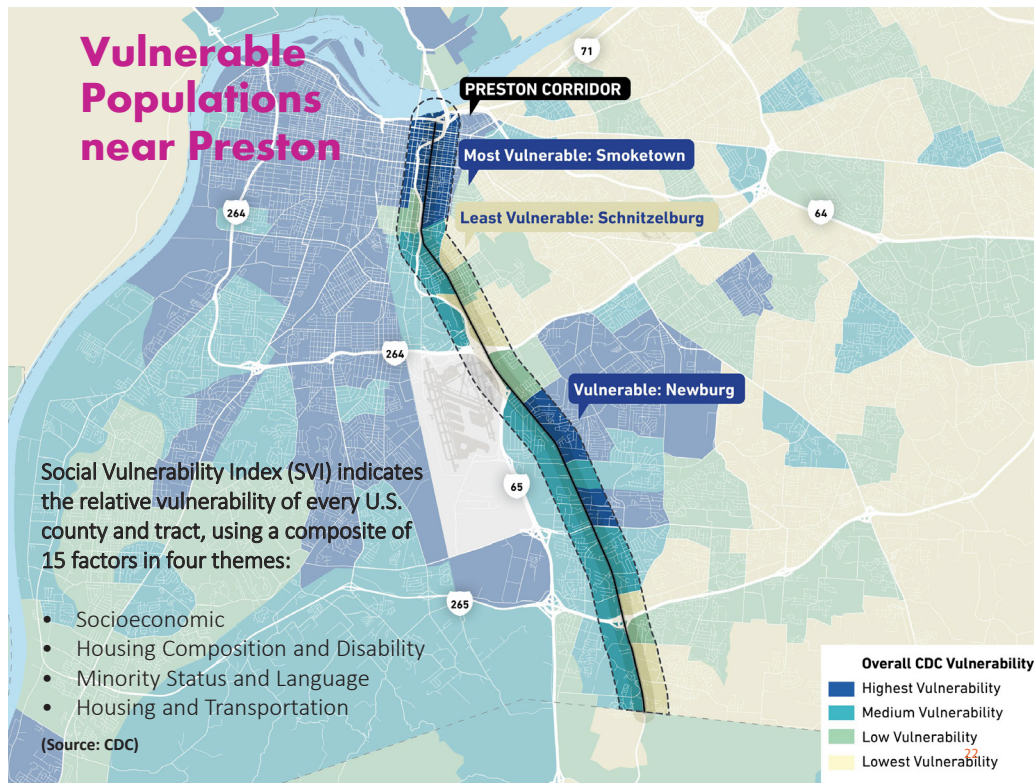
SECTION 2: TEAM QUALIFICATIONS

PRESTON CORRIDOR MASTER PLAN

LOUISVILLE, KENTUCKY

EHI is working on developing the Preston Corridor Master Plan, which will re-envision this vital connective roadway from its current auto-centric form into a vibrant, multimodal complete street, designed to enable safe, convenient, efficient access for all users that emphasizes premium transit and sustainable land uses. The envisioned corridor will support existing businesses and catalyze new economic development. This plan will provide a visionary approach for improving the entire corridor by analyzing and recommending specific, implementable strategies around improved land use, economic development, premium transit, multimodal facilities, streetscape improvements, green infrastructure, quality of place and traffic-calming. The objectives for the Preston Master Plan build upon the 5 CHASE (Connected, Healthy, Authentic, Sustainable, Equitable) guiding principles established as the framework for Plan 2040, Louisville’s Comprehensive Plan.

EHI is leading the community in an inclusive and extensive engagement process that will directly inform the final plan. Community outreach is currently taking place with local municipalities, neighborhood associations, formal and informal business associations, logistics industries, tourism, and Louisville Metro’s Office of Globalization. Key stakeholders will be continuously engaged throughout the process to ensure consensus. EHI is ensuring that the public engagement strategy process is inclusive, and the community feedback is reflective of the study area’s demographics as well as all members of the community.



CLIENT REFERENCE:

Louisville Metro
Office of Advanced Planning and Sustainability

Mike King
502.574.0032

Date of Performance: 2020-Present



CONSULTANTS

SECTION 2: TEAM QUALIFICATIONS

Client References

TUNNELL, SPANGLER, WALSH & ASSOCIATES

- » Keyetta Holmes, AICP
Director, Office of Zoning and Development
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Community Development Director
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678.382.6802

CODE STUDIO

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freasj@charlottesville.gov
434.970.3182
- » Don Roe
Planning and Urban Design Agency
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roed@stlouis-mo.gov
314.657.3848

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kenton.powell@franklinky.org
270.586.4497
- » Aida Copic, AICP
Director of Planning
Transit Authority of River City
acopic@ridetrac.org
502.213.3490



SECTION 3:

Organization Chart

The following chart outlines the Tunnell, Spangler, Walsh & Associates team, key tasks, key staff, and the percentage of time that key staff will commit to the project. These percentage commitments are based on the overall project duration, and key staff participation will vary and may be higher during certain tasks.

PROJECT MANAGEMENT

Principal-in-Charge, Project Manager: **Caleb Racicot (35%)**
Assistant Project Manager: **Samantha Castro (30%)**

An asterisk () indicates a supporting role.*

TUNNELL, SPANGLER, WALSH & ASSOCIATES	CODE STUDIO	EHI CONSULTANTS	FROST BROWN TODD LLP
<p>Roles Project management Strategy UDC production Design</p> <p>Key Staff Caleb Racicot (35%) Samantha Castro (30%) André Myers (30%)</p>	<p>Roles National best practices UDC production Strategy* Design*</p> <p>Key Staff Colin Scarff (15%) Christy Dodson (25%)</p>	<p>Roles Engineering Strategy*</p> <p>Key Staff Ryan Holmes (25%) Thomas Benford (5%)</p>	<p>Roles Legal review UDC production* Strategy*</p> <p>Key Staff Donald L. Warner III (10%)</p>

OTHER SUBJECT MATTER EXPERTS

It is difficult to anticipate every area of expertise that may be needed for a UDC prior to completing the diagnostic. For that reason, our team includes professionals with additional experience beyond the disciplines identified in the RFP, which may prove valuable as the work progresses. These areas include historic preservation, landscape architecture, architecture, building codes, green building practices, stormwater management, and arboriculture, among others.

We are committed to engaging these specialists as appropriate throughout the project and are also prepared to add additional team members at LFUCG’s request, such as:

- » Economists and economic development experts
- » Pre-approved building plan experts
- » Small developers

SECTION 4:

Staff Qualifications

Staff Commitment

The key staff included in this proposal have been selected based on both their technical expertise and their availability to work on this project for its full duration at or above the minimum percentages identified in the Organization Chart on the preceding page.

Our project team is committed to providing Lexington with the high-quality, hands-on service this effort requires. Local and regional staff will be available on relatively short notice for in-person needs that may arise, while staff located farther afield will remain readily accessible by phone or virtual meeting. In addition, because of Tunnell, Spangler, Walsh & Associates' ongoing workload in central Kentucky, our Atlanta-based staff are frequently in the region.

We recognize that unforeseen circumstances can occur. If a key staff member must be replaced, LFUCG will be notified immediately. Any replacement will possess equal or greater qualifications and experience and will be subject to written approval.

Resumes

Resumes and experience for key staff are provided on the following pages. Please see Section 2: Team Qualifications for additional details and references for specific projects.



Our team is committed to meaningful input that meets stakeholders where they are.



Our team brings a history of effective community planning in Lexington.



SECTION 4: STAFF QUALIFICATIONS



Caleb Racicot, AICP, LEED AP **PRINCIPAL-IN CHARGE, PROJECT MANAGER**

Caleb, a Principal at Tunnell, Spangler, Walsh & Associates,, is a community planner specializing in urban design, smart growth codes, community retail strategies, and the use of corridor studies as catalysts for community building. Caleb has worked in both the public and private sectors and led numerous community workshops. Caleb frequently speaks on coding implementation to municipalities, professional organizations, and neighborhood groups.

Education

2001 Master of City Planning
Georgia Institute of Technology

1997 Bachelor of Science in Environmental Design
University of Massachusetts at Amherst

Professional Status

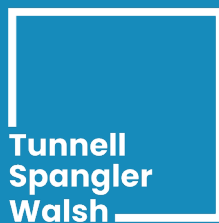
- American Institute of Certified Planners
- LEED Accredited Professional

Professional Affiliations

- APA
- CNU
- National Trust for Historic Preservation
- Parking Reform Network

Awards

- 2021 GPA Outstanding Planning Process for City of Decatur's Destination 2030
- 2017 VeloCity Award for Bike-Friendly Policy: Atlanta Zoning 2.0



REPRESENTATIVE PROJECTS

Atlanta Zoning 2.0 (Atlanta, GA) - Principal-in-Charge/Project Manager for a multi-year effort to assess and rewrite the entire City of Atlanta Zoning Ordinance. The new code—scheduled for introduction for adoption in January 2026—provides significant improvements to clarity, consistency, and usability, reducing overall length by roughly 60% while providing needed tools for a growing city.

Urban Growth Management Master Plan (Lexington, KY) - Planner in charge of preparing the regulatory framework for the upcoming expansion of Lexington's Urban Service Area.

Chattahoochee Hills Unified Development Code (Chattahoochee Hills, GA) - Principal-in-Charge for a citywide code update that emphasized rural landscape preservation. The code includes form-based standards in growth areas and Georgia's first open space transfer of development rights (TDR) program.

Milton Unified Development Code (Milton, GA) - Principal-in-Charge for citywide code updates, including locally-calibrated SmartCodes for the Crabapple and Deerfield areas. The code also creates citywide TDRs for open space preservation, including both farmland and new public park space.

Snellville Unified Development Code (Snellville, GA) - Principal-in-Charge for citywide code updates to support the vision of the Comprehensive Plan and the Towne Center Master Plan.

Dunwoody Village Master Plan Update & Dunwoody Village District Regulations (Dunwoody, GA) - Principal-in-Charge for updates to the 2011 Dunwoody Village Master Plan to include proposed street improvements and new district regulations that create general regulations, building types, and open space types.

Decatur Unified Development Ordinance (Decatur, GA) - Principal-in-Charge/Project Manager for developing a unified development code that supports the 2010 Decatur Strategic Plan.

Hampton Zoning Update (Hampton, GA) - Principal-in-Charge for the comprehensive update of this rural city's zoning and subdivision codes, including engagement, code writing, and coordinating with subconsultant experts.

Envision Glynn Zoning Update (Glynn County, GA) - Principal-in-Charge for the comprehensive update of zoning and development codes in this coastal community.

SECTION 4: STAFF QUALIFICATIONS



Samantha Castro, AICP, LEED ND **ASSISTANT PROJECT MANAGER**

Samantha joined Tunnell, Spangler, Walsh & Associates as a Senior Associate in the Planning Studio. She brings more than 20 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education

2005 Master of Landscape Architecture and Regional Planning
University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French
Wellesley College

Professional Status

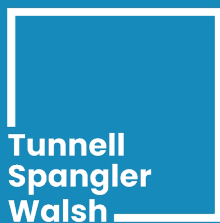
- American Institute of Certified Planners
- LEED Accredited Professional Neighborhood Development

Professional Affiliations

- APA / Kentucky Chapter Executive Committee Member
- ULI - Kentucky

Awards

- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series



WORK EXPERIENCE

Prior to joining Tunnell, Spangler, Walsh & Associates, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAW.

REPRESENTATIVE PROJECTS

Urban Growth Management Master Plan (Lexington, KY) - Project Manager and Land Use Planner for crafting the development framework (policy and regulations) that support the upcoming expansion of Lexington's Urban Service Area. The project includes extensive public and stakeholder engagement to direct strategies and methods to guide sustainable and equitable development.

Blue Sky Small Area Plan (Lexington, KY) - Project Manager and Land Use Planner to set the vision for redevelopment and growth within an existing industrial center. The project includes an extensive stakeholder engagement process and consensus building with guidelines and regulatory changes to enhance a functional area for commerce.

Lexington Freedom Train (Lexington, KY) - Community planner and local liaison for pro bono plaza design project to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

Lexington Complete Streets (Lexington, KY) - Local planning consultant for an update and better integration of existing LFUCG street design standards including the LFUCG Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide to create a comprehensive Complete Streets Design Manual with standards that align with current best practices.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Public Engagement Toolkit* (Lexington, KY) - Project Manager and Senior Long Range Planner to develop the Public Engagement Toolkit that offers developers guidance and tips for success, while simultaneously empowering Lexington residents to: understand the development review process; know where to find information about proposed developments; and recognize appropriate stages in the process to provide input.

* Completed while with the Lexington-Fayette Urban County Government

SECTION 4: STAFF QUALIFICATIONS



André Myers, AICP CODE WRITER, HISTORIC PRESERVATIONIST

André, an Associate at Tunnell, Spangler, Walsh & Associates, has more than 11 years of experience as a planner, administering development regulations and consulting with municipal clients on analyzing, amending, and rewriting zoning ordinances and design guidelines. His planning work focuses on building a more equitable, healthy, and prosperous world, helping clients and clients' constituents make their vision reality. He has extensive experience writing and organizing technical documents in a user-focused fashion while building trust and a collaborative spirit among clients and their constituents.

Education

- 2014 Master of Science in Historic Preservation
- Ball State University
- 2013 Bachelor of Urban Planning and Development
- Ball State University

Professional Status

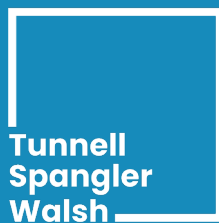
- Professional Qualification Standards (36 CFR Part 61): IN, KY

Professional Affiliations

- American Institute of Certified Planners

Awards

- 2021 American Planning Association Kentucky Chapter Outstanding Project Award for City of Covington's Neighborhood Development Code
- 2024 Kentucky Heritage Council Award of Service to Preservation for Covington Academy of Heritage Trades



WORK EXPERIENCE

Prior to joining Tunnell, Spangler, Walsh & Associates, André was a project manager and code specialist with ZoneCo, a zoning and historic preservation administrator with the City of Covington, KY, and a senior planner and preservation planner with the City of Indianapolis, IN.

REPRESENTATIVE PROJECTS

Richfield Zoning Code - Ongoing (Richfield, OH) - Project manager for crafting a new planning and zoning ordinance to help the Village of Richfield implement their updated comprehensive plan.

Kentucky League of Cities - Ongoing (various locations in KY) - Contracted speaker providing credit-earning training sessions to Kentucky League of Cities' member communities and planning commissions.

Hochatown Zoning Ordinance (Hochatown, OK) - Project manager and lead code writer for crafting Hochatown's first zoning ordinance. This project included best practices training for the Town's planning commission and an in-depth site survey to assess as-built conditions.

Fairburn Ordinance Assessment (Fairburn, GA) - Lead writer for preparing and presenting an assessment to align Fairburn's zoning ordinance with their comprehensive plan and modern coding best practices.

Coweta Code Assessment (Coweta, OK) - Lead writer for creating an assessment to align Coweta's zoning code with their comprehensive plan. This assessment includes a series of recommendations to help Coweta achieve its vision, including increased walkability, vibrancy, and housing attainability.

Gwinnett Code Illustrations (Gwinnett County, GA) - Lead illustrator for translating Gwinnett's existing development regulations into easy-to-use graphics to increase user friendliness and aid transparent decision making.

City of Twinsburg Zoning Ordinance* (Twinsburg, OH) - Project manager for rewriting the zoning ordinance and reorganizing related pieces of the City's code of ordinances. This project included extensive public engagement and a diagnostic analysis of the client's existing development ordinances.

* Completed while with another firm

SECTION 4: STAFF QUALIFICATIONS

COLIN SCARFF



EDUCATION

Master of Community
& Regional Planning
University of Texas at Austin

Bachelor of Arts
Urban & Regional Analysis
University of Texas at Austin

CODE STUDIO FOUNDING PRINCIPAL

Colin brings a design perspective to conventional zoning and planning practices, developing plans and codes that place a greater emphasis on urban form. Colin crafts plans and by-laws that are easy to use, easy to understand and easy to administer. His recent efforts focus on applying form-based, mixed-use approaches to plan and zone the character of a wide variety of communities across the US and beyond. Whether it's a neighborhood, downtown, commercial corridor or entire community, Colin believes in developing planning documents that encourage traditional, compact neighborhoods that are sensitive to the environment and context around them.

Colin's work takes a holistic approach, with the philosophy that effective regulations can only be developed with the aid of good planning support. Colin believes in using public participation charrettes to create effective plans and by-laws, bringing together a wide variety of participants to collaborate on a vision for their community. As a result, the "right" plans and by-laws are more easily developed and adopted.

Colin's work in Peoria, Illinois won a Driehaus Award for Excellence from the Form-Based Code Institute. His work in downtown Simsbury CT recently received an honorable mention from CNU New England for excellence in urbanism and public participation.

RECENT EXPERIENCE

Detroit Zoning Ordinance Update. Colin is working with the City of Detroit to modernize its zoning ordinance. The process has included a detailed diagnosis of the existing ordinance and an extensive public outreach component. See project summary in previous section of proposal.

Richmond Comprehensive Zoning Code Update. Colin is currently helping the City of Richmond update its 1970s era zoning ordinance. Key goals of the project include promoting a greater variety of housing options, encouraging the development of walkable neighborhoods, and improving development standards to better complement existing neighborhoods. Changes include allowing for more diverse housing types, adjusting rules for setbacks and building heights, and enabling mixed-use developments to better support local businesses.

SECTION 4: STAFF QUALIFICATIONS

CHRISTY DODSON, AICP

CODE STUDIO ASSOCIATE PRINCIPAL



EDUCATION

Master of City and Regional Planning
Master of Architecture
Georgia Institute of Technology

Bachelor of Science in Architecture
Georgia Institute of Technology

Christy comes to Code Studio with a background in architecture and urban design with experience managing adaptive reuse and urban infill projects. Her work focuses on implementing creative zoning strategies that reduce development barriers for small-scale, community-driven projects with an emphasis on affordable housing and equitable development. She believes that the best planning projects not only reflect the goals and vision of a place, but also provide a set of tools that enable communities to implement change. As an urban designer at Code Studio, Christy relies on her experience working at every stage of the development process to bring together high-level policy goals with practical implementation.

Christy worked in the private sector prior to joining Code Studio managing projects ranging in scale from individual building design to city-wide policy. Her experience delivering projects on challenging urban infill sites with complicated development codes gives Christy unique insight into the relationship between community goals, development codes, and the built environment. With this perspective, Christy focuses on designing plans and codes to be accessible, implementable, and contextual.

RECENT EXPERIENCE

Atlanta Zoning Ordinance Rewrite and Update. Christy is currently working on a citywide zoning ordinance rewrite and update for Atlanta, Georgia. The project includes analyzing the existing ordinance to understand the unique history and context of the City of Atlanta and proposing a new ordinance that aligns with the Atlanta City Design goals and vision for the future development.

Greenville Development Code Rewrite. Christy worked on the citywide development code rewrite for Greenville, South Carolina where she focused on crafting zoning and subdivision regulations that implement the policy goals of the recently adopted Comprehensive Plan, GVL2040. Through small area testing workshops, she worked with the project team to model typical development patterns that are found in the community and proposed regulations to ensure the new ordinance produces context-sensitive and predictable outcomes.

SECTION 4: STAFF QUALIFICATIONS



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.

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 access to resources, guiding sustainable growth for the region.



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 while focusing on future growth strategies.



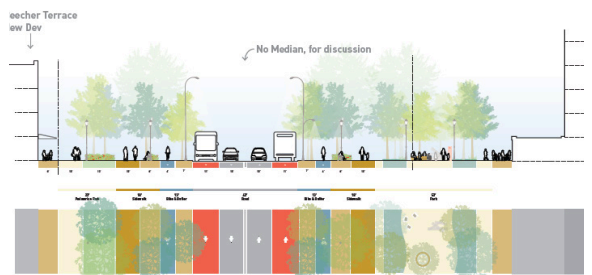
9TH STREET CORRIDOR PLAN LOUISVILLE, KENTUCKY

EHI played an intricate role in placing an emphasis on analyzing the existing conditions and capturing the pedestrian experience of 9th Street from the perspective of downtown residents. Additionally, EHI carried out a focused evaluation intended to complement existing site surveys with people-centered data.



BROADWAY MASTER PLAN LOUISVILLE, KY

This project's purpose was to enhance safety, ease traffic congestion, and transform Broadway into a complete street. Additionally, the project acknowledges the numerous economic development possibilities along this corridor. Mr. Holmes has been tasked with developing a comprehensive framework that incorporates community planning using equitable engagement.



SECTION 4: STAFF QUALIFICATIONS



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 facilitated 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.

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.



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 communities located in and around the project area.



PRESTON CORRIDOR MASTER PLAN LOUISVILLE, KY

This project conducted a corridor study for the Preston Highway corridor from Bullitt county to downtown Louisville. The study will identify short and long-term improvements to the corridor. EHI provided socioeconomic data and analysis for the corridor. EHI worked to provide public engagement including environmental justice populations.



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.



SECTION 4: STAFF QUALIFICATIONS



DONALD L. WARNER III

Land Use and Economic Development Partner | Cincinnati, OH and Florence, KY
513.651.6939 | dwarner@fbtlaw.com

Donnie focuses his practice on representing cities, counties, planning commissions, and public authorities in land use, zoning, historic preservation, and economic development and public finance matters. He regularly serves as special land use counsel to cities and as counsel to planning bodies, advising on comprehensive planning, zoning code administration, special and conditional use approvals, variances, subdivision and development review, and related procedural and constitutional issues. His land use practice includes appellate experience in historic preservation matters.

He also represents private developers in securing entitlements, including rezoning applications, text amendments, planned development approvals, and associated development conditions and agreements.

Donnie's representative transactions include taxable and tax-exempt bond issuances utilizing lease revenue, P.A.C.E., 501(c)(3), and general obligation bond structures. He has structured and closed bond financings secured by tax increment financing (TIF), parking revenues, special assessments, and community development charges, often in coordination with development agreements, site-specific incentive arrangements, and multi-jurisdictional approvals.

Before entering private practice, Donnie served the City of Covington, Kentucky, first as an Assistant City Solicitor and later as Economic Development Director, where he advised on land use and historic preservation matters, negotiated public-private partnerships, and coordinated complex incentive and financing packages in support of priority projects.

Understanding and Approach

Understanding

WHY LEXINGTON MUST MODERNIZE ITS CODES: A CRITICAL STEP TOWARD MAINTAINING ITS QUALITY OF LIFE IN THE FACE OF GROWTH

Communities evolve. The people, the buildings, the infrastructure, and the economy all change over time. Yet in too many instances, the regulations that shape daily life remain relics of the past. Lexington finds itself at such a crossroads today. While the population grows more diverse, the economy becomes more dynamic, and internal and external forces exert pressure for change, many of Lexington’s regulations no longer meet current challenges. If Lexington wants to adapt, thrive, and lead, modernizing its regulations is not optional. It is imperative.

A MODERN APPROACH TO CODING

Codes are not just dry legal documents. They are powerful tools that shape the fabric of our communities. They influence what can be built, how land is used, how people move around, and where economic activity can thrive. In Lexington, some elements of the existing codes constrain the community’s ability to respond to today’s challenges, from housing affordability



to environmental resilience, equitable access to opportunity, and being business friendly.

Despite many recent updates, portions of the existing codes are still rooted in standards written over 40 years ago and subsequently amended in a piecemeal fashion. As a result, they often reflect outdated assumptions about how people live, work, and travel. These codes should be tools for implementing the vision of Imagine Lexington 2045, but many standards are challenging to use and administer and impose barriers that can hinder innovation and economic vitality.

A USER-FRIENDLY CODE

Since the existing codes were written, best practices in code writing have evolved dramatically. Gone are the days when being legally sound was “good enough.” Today, as attention spans have shifted and expectations for clarity have increased, modern codes must prioritize usability for both the public and administrators. They are no longer written primarily for attorneys or planners; instead, user-friendly codes are written for the average person and replace legalese with clear, plain language that conveys standards without ambiguity.

Modern, user-friendly codes are intuitively organized so that the standards most frequently used by the general public are placed up front, while more technical sections follow. Graphics and tables are incorporated where possible to clarify requirements and reduce reliance on dense text. This shift reflects a broader recognition: codes must not only regulate effectively but also communicate clearly.

ATTAINABLE HOUSING

One of the most pressing reasons to update the local codes is housing. Like many regions across the country, Lexington faces a housing affordability crisis. Rents and home prices are rising faster than incomes, and an increasing number of residents, particularly low- and moderate-income families, are being priced out of the neighborhoods they once called home.

The Urban Growth Management Zoning Ordinance Text Amendment (ZOTA) approved in 2024 incorporated several updates intended to expand

SECTION 5: UNDERSTANDING & APPROACH

the supply of diverse housing types, especially missing middle housing types. The UDC process presents an opportunity to review and assess the impacts of these changes and consider additional tools to improve the supply of housing in the types and locations identified in *Imagine Lexington 2045*.

Creating a modern UDC would also enable more flexible and inclusive housing development. A reformed code could support infill housing and mixed-use neighborhoods where people can live closer to jobs, schools, and essential services. By reducing unnecessary regulatory barriers and establishing clear, predictable pathways for sustainable growth, a UDC would send a strong signal to the private sector: Lexington is ready for housing growth that expands options for all residents.

EQUITY

Equity should be a central lens in the UDC update process. Historically, zoning has been used as a tool of exclusion. In Lexington, as in many places, zoning was instrumental in reinforcing patterns of segregation and disinvestment. Certain neighborhoods were zoned to prohibit inexpensive housing or multifamily development, effectively excluding lower-income and minority residents. Commercial and industrial uses were disproportionately located near communities of color, leading to environmental health burdens that persist today. For Lexington to become a more equitable city, it must acknowledge these legacy structures and create a UDC that supports fair access to housing, healthy environments, and economic opportunity for all residents.

ECONOMIC OPPORTUNITY

Economic development is another area where code updates are needed. Lexington's economy has changed dramatically over the past several decades. The rise of remote work, the growth of the innovation economy, and shifts in retail, logistics, and distribution have fundamentally altered how and where people do business. Yet portions of the current code still reflect an earlier era, when industrial districts were dominated by traditional manufacturing and industrial uses.

Today's economy is far more fluid. Businesses increasingly require flexible spaces that can accommodate evolving needs and blended

activities, including live-work environments, makerspaces, neighborhood co-working hubs, and the adaptive reuse of former industrial and commercial buildings. In addition, many new use types have emerged in recent years—such as internet- and data-related activities, new distribution models, and hybrid uses that do not fit neatly into a single category, including cat cafés, ghost kitchens, and last-mile distribution facilities. Modernizing the code would allow Lexington to attract and retain businesses of all sizes while revitalizing underutilized areas of the city.

ENVIRONMENTAL RESILIENCY

Sustainability and resilience are additional reasons why Lexington must act. Climate change is no longer a distant threat. Its effects are being felt today through rising temperatures, more frequent flooding, and strained infrastructure. Outdated land-use regulations that encourage car-dependent sprawl increase greenhouse gas emissions and degrade natural ecosystems

In contrast, a new UDC can prioritize compact, walkable development, as envisioned in the 2024 Urban Growth Master Plan; incentivize green infrastructure; and protect environmentally sensitive areas. These updates will not only reduce Lexington's carbon footprint, but also help create healthier, more livable neighborhoods.

BUILT OUTCOMES

Lastly, many UDC considerations will have interconnected physical outcomes. It is not enough to update standards in isolation as part of creating a UDC. Rather, each standard must be considered for its overall impact on shaping growth and development.

Fortunately, Lexington is no stranger to shaping the new development. The Placebuilder element of *Imagine Lexington 2045* provides a strong policy basis for evaluating how different standards influence the built environment. The creation of a UDC can ensure that all local standards align with the intended built outcomes and with other recent planning efforts.

SECTION 5: UNDERSTANDING & APPROACH

Project Approach

Our proposed approach is informed by our understanding of the issues outlined above, a review of existing regulatory and policy documents, and by our experience with national best practices in coding. It includes the following key components:

IMAGINE LEXINGTON 2045

Implementing Imagine Lexington 2045 with a new UDC is a crucial step toward shaping a more sustainable, equitable, and economically vibrant future. Imagine Lexington 2045 outlines a long-term vision for growth and development that reflects the needs and aspirations of Lexington’s diverse communities. Importantly, all the plan’s themes are either directly or indirectly shaped by local development regulations, including:

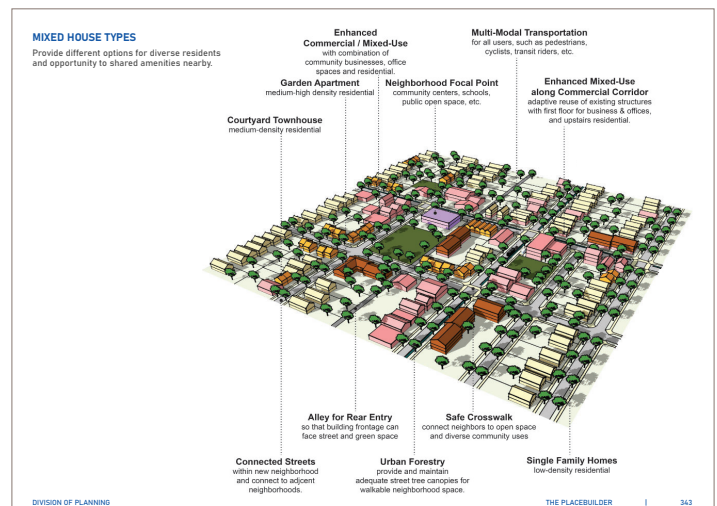
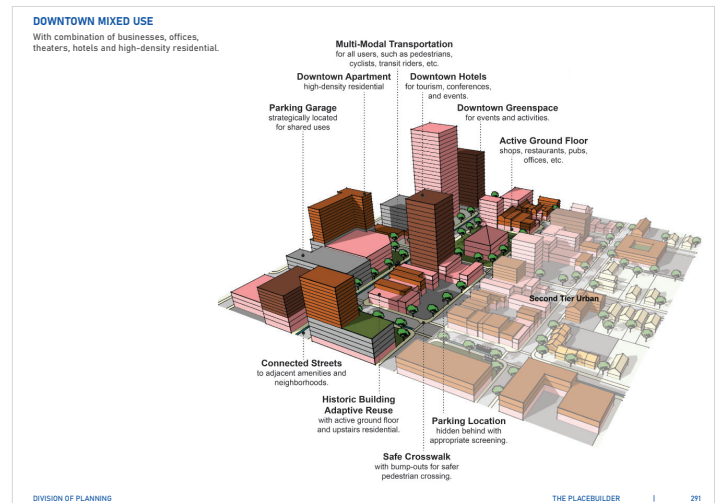
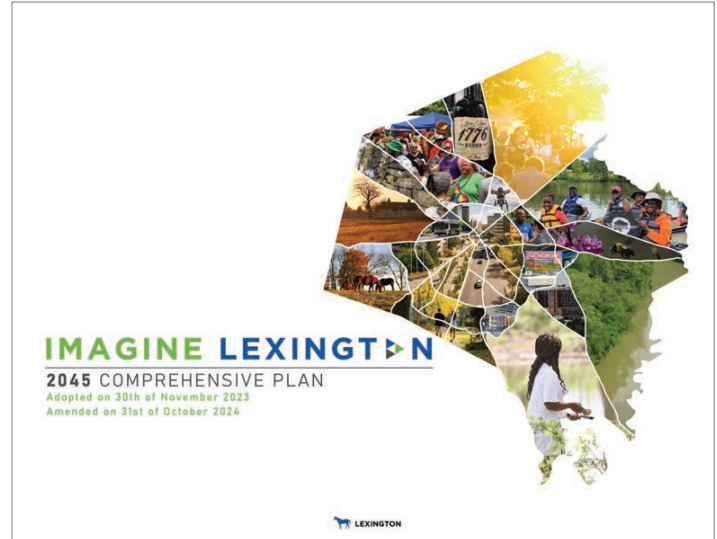
- » Growing successful neighborhoods
- » Protecting the environment
- » Creating jobs & prosperity
- » Improving a desirable community
- » Urban & rural balance
- » Implementing the plan

By updating its codes, Lexington can more effectively guide growth in ways that directly support these themes, as well as the specific goals and objectives they contain.

“FORM-FORWARD” ZONING

While uses may change over time, the built form of a city is far more durable. Our approach places a strong emphasis on physical form, ensuring that buildings make positive and lasting contributions to the public realm – an approach that aligns perfectly with Lexington’s use of Placebuilder. Most codes we develop are organized around the ranges of built form they are intended to produce. While uses are still regulated in our codes, our approach to use is more flexible than traditional zoning.

This stands in contrast to older models that rigidly separate uses and prioritize suburban-style development patterns that depend on extensive parking to function. By focusing on form first and allowing uses to evolve, a modern code can better support walkable, mixed-use places that remain adaptable over time.



The Placebuilder provides exceptionally clear guidance on potential UDC changes to consider.

SECTION 5: UNDERSTANDING & APPROACH

CLEAR AND ACCESSIBLE

All of our codes are designed to be accessible to the general public. This includes a logical, easy-to-understand organization of the document itself, clearly written standards and intent statements, and illustration of zoning concepts with diagrams. We emphasize the positive goals of each zoning district—the outcomes it is intended to achieve—rather than simply producing a litany of prohibitions. Ideally, a code should inspire and inform. And while it is a legal document, one should not have to be a lawyer or city planner to understand it.

FLEXIBLE WHERE NEEDED, AND LEGALLY SOUND

It is critical that codes strike a balance between firmness and flexibility, setting out lines that cannot be crossed, but also permitting an appropriate opportunity for creativity and interpretation. An overly loose code risks undesirable as-of-right outcomes, while an overly rigid code risks a constant stream of requests for relief or amendments that may overwhelm staff. Finding the right balance is especially important in Kentucky, in light of recent regulatory changes to Commonwealth law.

REALISTIC APPROACH

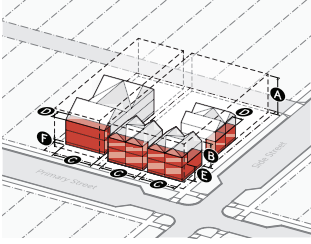

Closely related to the above point, we believe codes must take a realistic, Lexington-specific approach to development. When a community seeks to achieve particular outcomes — such as increased housing affordability or stronger economic development — it is essential to understand the likelihood that those outcomes can actually be realized.

We recognize that code updates inherently involve competing interests, and Lexington will be no exception. Our team excels at working with communities with diverse perspectives. With decades of experience navigating land-use issues that can be polarizing, we are skilled at building trust, finding common ground, facilitating productive dialogue, and identifying compromises that honor differing viewpoints. When consensus or compromise is not possible, we nevertheless strive to ensure a process in which all participants feel respected and heard.

CHAPTER 2. FORM DISTRICTS
NEIGHBORHOOD-SCALE DISTRICTS

N5A NEIGHBORHOOD 5A

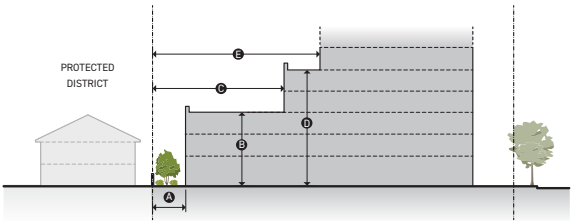
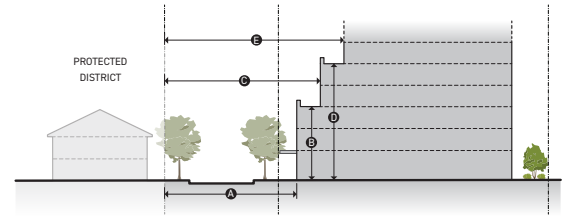
B. Building Standards

1. Massing		4. Windows and Doors	
A Building height (max stories/feet)	2.5 stories / 35'	G Ground story glazing (min)	
B Side wall height (max)	28'	Primary street	20%
C Building width (max)		Side street	15%
Primary street	40'	H Upper story glazing (min)	10%
Side street	90'	I Blank wall width (max)	20'
2. Activation		J Street-facing entry	Required
Sec. XXXX		5. Fences and Walls	
K Active depth (min)		Sec. XXXX	
Primary street	10'	Front yard	Type A3
Side street	10'	Side street yard	Type B1
3. Ground Story		Side / rear yard	Type C1
Sec. XXXX			
L Ground story height (min)	9'		
M Ground story elevation (min/max)	0' / 4'		

CHAPTER 8. DEVELOPMENT STANDARDS
TRANSITIONS AND LANDSCAPING

TRANSITION TYPE C

TRANSITION YARD		TRANSITION HEIGHT	
Transition screening	Medium	A Height before first setback (max stories/feet)	3 / 40'
B Building setback (min)		C Setback depth (min)	60'
Contiguous	20'	D Height before second setback (max stories/feet)	5 / 70'
Noncontiguous	20'	E Setback depth (min)	80'

SECTION 5: UNDERSTANDING & APPROACH

EMPHASIS ON ENGAGEMENT

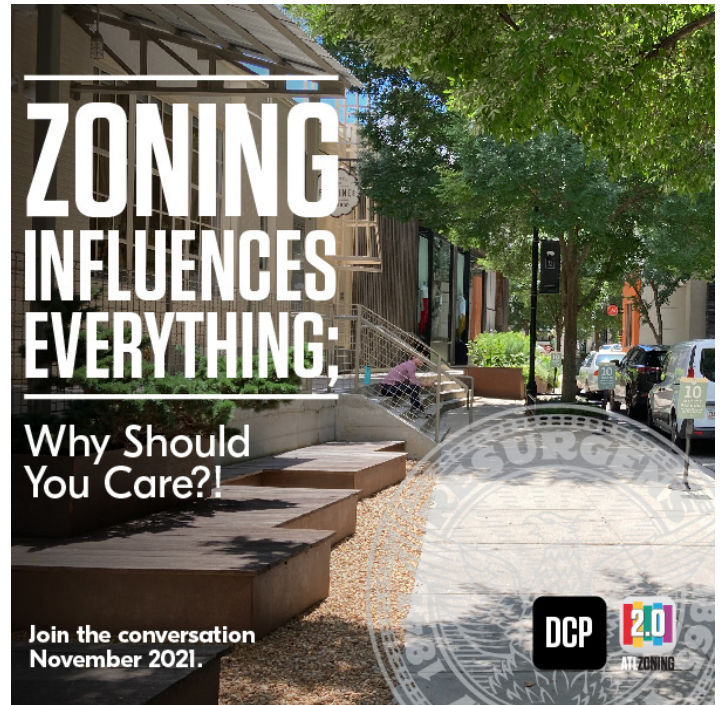
Importantly, the process of creating a UDC is also an opportunity to engage the community in shaping the city's future. Lexington has a wealth of civic energy and local knowledge. Residents understand the unique character of their neighborhoods, the challenges they face, and the aspirations they hold. An inclusive and transparent process can harness this energy to build trust, promote dialogue, and ensure that the new code reflects shared values.

This process can also help demystify zoning and development regulations, making it easier for residents to understand how land-use decisions are made and how they can meaningfully participate in shaping them.

While the UDC engagement process will be managed and carried out by LFUCG staff, we believe the overall effort should still seek to make the code more approachable and responsive to local needs. To that end, we will be available to support LFUCG's engagement approach as needed, and we have recommended a series of optional engagement opportunities in the proposed Preliminary Work Plan.

FOCUS ON PROCESS AND ADMINISTRATION

Codes are only effective when they can be adopted, implemented, and efficiently administered. In addition to updating the content of the UDC, we are prepared to modernize the administrative system to make it more streamlined and efficient. As noted in Section 2, our team includes former code administrators. This experience, combined with our national expertise in code implementation, positions us well to recommend meaningful improvements. We are also proposing a testing and training process prior to adoption of the UDC. This will help staff become familiar with the new system and will allow us to identify and refine any elements that may produce unintended challenges.



SECTION 5: UNDERSTANDING & APPROACH

Preliminary Work Plan

PROJECT GOALS

The following goals will be prioritized in developing the UDC:

- » Build upon existing work, including, but not limited to, Imagine Lexington 2045, the 2024 Urban Growth Master Plan, Blue Sky Works, the Lexington Downtown Area Master Plan, the Complete Streets effort, recent ZOTAs, and other initiatives.
- » Create a user-friendly format that is accessible and understandable to a wide variety of users.
- » Use clear graphics and tables to supplement and clarify the text of the UDC.
- » Ensure that the UDC is legally sound and complies with Kentucky Revised Statutes and applicable federal law.
- » Ensure that all key terms are clearly defined.
- » Identify standards that are appropriate for updating during the UDC process, as well as those that should be considered at a later time.
- » Support LFUCG staff with adoption.

WORK PLAN

The following is our preliminary work plan, which includes:

- » **Core services** in black text; and
- » **Optional services** shaded in blue.

As specified in the RFQ, this work plan focuses on creating a UDC to improve the format and usability of codes. Policy updates will be limited to identified provisions, including corridor standards, infill standards, mixed-use standards, and use provisions, rather than an update of all regulations.

Accordingly, the project team will endeavor to focus changes on the provisions identified in the RFQ, along with minor related updates as necessary for clarity and consistency. If additional provisions emerge during the Diagnostic phase that cannot be accommodated within the approved fee or that would delay or compromise the schedule, the project team may recommend addressing them at a later time or through the proposed Coding Contingency specified in Sub-Task 8.2.

We look forward to working with you to refine this plan if we are selected for this project. Given the complexity of this effort, we anticipate adjusting the work plan in coordination with LFUCG staff.

We have also assumed a number of trips for project team members located outside of Kentucky. Local staff will remain available for additional in-person



SECTION 5: UNDERSTANDING & APPROACH

meetings with LFUCG staff, and other stakeholders as needed.

Finally, as used in this work plan, the term *LFUCG staff* refers to either the designated LFUCG project manager or the Unified Development Code Working Group, as determined by LFUCG.

1. PROJECT MANAGEMENT

1.1. Kick-off Call

Conduct a kick-off call with LFUCG staff to confirm project goals, expectations, and schedule, and to identify key data and information needs. LFUCG's public engagement approach will also be discussed.

Key Deliverables

- » Kick-off call attendance
- » Meeting notes

1.2. Finalize Work Plan & Schedule

Prepare a revised work plan and schedule, as needed, based on the kick-off call outcome.

Key Deliverables

- » Final work plan and schedule

1.3. Ongoing Project Administration

Provide ongoing project administration, including scheduling, meeting agendas and notes, document sharing, team coordination, and regular communication with LFUCG staff.

Key Deliverables

- » Ongoing project management and coordination

1.4. Staff Monthly Calls

Once drafting begins, participate in monthly calls with LFUCG staff to support ongoing communication, coordination, and tracking.

Key Deliverables

- » Up to 12 monthly virtual conference calls
- » Meeting notes for each call

1.5. Miscellaneous Meetings

Participate in virtual or in-person meetings to address unanticipated needs that may arise.

Key Deliverables

- » Up to 20 hours of virtual meetings (all staff) or in-person meetings (local staff only)

2. ENGAGEMENT SUPPORT

2.1. Project Website (Optional)

If requested, prepare and maintain a project website providing up-to-date information, including the project schedule, meeting announcements, online engagement opportunities, a document library, and draft UDC materials as they become available.

Key Deliverables

- » Draft project web pages
- » Revised project web pages

2.2. Web and Social Media Updates (Optional)

If requested, provide ongoing content and materials for the project website and LFUCG's social media platforms.

Key Deliverables

- » Ongoing web and social media updates

3. DIAGNOSTIC

3.1. Existing Plan Review

Review and summarize existing plans and policies, including, but not limited to:

- » Imagine Lexington 2045, which will be a foundation for the Diagnostic.
- » Urban Growth Master Plan
- » Blue Sky Works
- » Lexington Downtown Area Master Plan
- » Lexington Complete Streets Design Manual
- » Other plans or policies influencing the UDC

3.2. Existing Code Review

Review and evaluate existing codes, including, but not limited to:

- » Zoning Ordinance
- » Land Subdivision Regulations

SECTION 5: UNDERSTANDING & APPROACH

- » Other Code of Ordinance standards affecting development

3.3. Kick-off Trip (Trip 1)

After the review of existing plans and codes, conduct an in-person kick-off in Lexington.

This trip will include:

- » Meeting with LFUCG staff to discuss early priorities and logistical considerations
- » Tours of locations where existing regulations have not produced intended outcomes
- » Stakeholder interviews

Key Deliverables

- » 3-day trip
- » Meeting notes

3.4. Draft Diagnostic V0 for Staff Review

Evaluate how well the existing codes support existing plans and other project goals.

The document will include, at minimum:

- » The national, state, and local legal framework governing the UDC
- » Analysis of existing conditions and trends using data provided by LFUCG, such as variances, input during recent ZOTAs, etc.

- » Case studies of best practices from other communities with similar issues, characteristics, and challenges
- » Key policy opportunities to guide the UDC:
 - The relationship between Imagine Lexington 2045, other plans, and codes
 - Patterns in recent rezoning activity
 - Code barriers that may contribute to or perpetuate racial and economic inequity
 - Conflicts between best practices and codes.
- » Process and communication strategies to simplify and better convey UDC standards and requirements.
- » Standards to be updated during the UDC process, and those to be considered later
- » A table of contents showing how existing and new standards will be incorporated
- » Recommendations on whether code updates should be phased in or implemented immediately

A complete Draft Diagnostic V0 report for staff review will be prepared, and comments solicited.

Key Deliverables

- » Draft Diagnostic V0



These two houses along North Martin Luther King Boulevard illustrate dramatically different approaches to setbacks, parking access and placement, and overall relationship to the public street. (Courtesy: Google Street View.)

SECTION 5: UNDERSTANDING & APPROACH

3.6. Draft Diagnostic V1 for Public Review

Once LFUCG staff review of the Draft Diagnostic V0 has been completed, the project team will prepare revisions based on staff feedback. A public review draft will then be made available for posting on the LFUCG website and for distribution through existing networks.

Key Deliverables

- » Draft Diagnostic V1

3.7. Planning Commission Work Session 1 (Trip 2)

Facilitate a Planning Commission Work Session that includes:

- » An introduction to the UDC process
- » A review of the Draft Diagnostic V1
- » An opportunity for Commissioners to share their priorities, including topics that may not be reflected in the Diagnostic
- » A debriefing with LFUCG staff to discuss how to respond to feedback

Key Deliverables

- » Up to 2-day trip
- » Meeting notes

3.8. Final Diagnostic V2

A Final Diagnostic V2 will be prepared based on comments received from the community, stakeholders, and LFUCG staff.

Key Deliverables

- » Final Diagnostic V2

4. DRAFT UDC

4.1. Draft UDC V0 for Staff Review

A preliminary staff draft of the new UDC will be prepared using the Diagnostic as a roadmap. Draft materials will be prepared and reviewed with LFUCG staff in modules, as identified below.

At each drafting stage, monthly staff calls may be used to introduce key concepts and discuss draft materials. Staff comments on each module will inform the next step, culminating in a consolidated staff draft code.



SECTION 5: UNDERSTANDING & APPROACH

Module 1: Districts & Uses

Prepare a first draft of updated regulations covering legal provisions, zoning districts, use provisions, and rules of interpretation.

Module 2: General Standards

Prepare a first draft of new regulations covering site development standards such as parking, landscaping, outdoor lighting, and signs.

Module 3: Administration & Remaining

Prepare a first draft of the administrative provisions and any remaining components of the full document such as general definitions, nonconformities, and enforcement.

Key Deliverables

- » Draft Modules

4.2. Draft UDC V1 for Staff Review

After staff review of the draft modules, a consolidated Draft UDC V1 will be compiled. This will be the final staff review draft before public release.

If requested by LFUCG, we can release modules to the public after staff review. However, this may lengthen the public review timeline and introduce coordination challenges, since the cumulative effects of the UDC may not be fully understood until all modules are available. This topic will be addressed during finalization of the Work Plan.

Key Deliverables

- » Draft UDC V1

4.3. Draft UDC V2 for Public Review

Following review of Draft UDC V1, prepare Draft UDC V2 for public release.

We typically recommend giving the public at least 90 days to review and comment on the draft before starting the adoption process. The final review strategy will be outlined in the finalized Work Plan; however, at a minimum, we recommend using LFUCG's Konveio service to share the draft.

Key Deliverables

- » Draft UDC V2

4.4. Draft UDC V2 Q&A Session (Trip 3)(Optional)

The project team has found that the public often has questions after beginning its review of a draft code. For this reason, we recommend an in-person or virtual question-and-answer session 4 to 6 weeks after release of the draft.

This session may include:

- » Responses to questions submitted through Konveio, email, or other means in advance
- » Responses to questions posed in real time

Key Deliverables

- » 2-day trip or virtual meeting
- » Meeting notes

4.5. Public Comment Tracking & Review

Support LFUCG by tracking public comments. This typically includes a shared spreadsheet compiling all comments received. As comments are collected, the project team will assist LFUCG staff in determining how to address them.

Key Deliverables

- » Public comment tracker

4.6. Planning Commission Work Session 2 (Trip 4)

Facilitate a Planning Commission Work Session, that includes:

- » Project update
- » A review of the Draft UDC V2
- » Discussion of key outstanding issues requiring Planning Commission input

Key Deliverables

- » 2-day trip
- » Meeting notes

SECTION 5: UNDERSTANDING & APPROACH

5. FINAL DRAFT UDC

5.1. Code Testing (Trip 5)(Optional)

If requested, test Draft UDC V2 on real sites to evaluate whether it is producing the intended outcomes. Ensuring that the standards are buildable, practical, and easy to understand is essential to the success of this project.

The code testing effort may include one or more of the following activities:

- » Preparing site plans and massing scenarios applying the draft standards to test sites
- » Reviewing recent or ongoing development plans for compliance with the draft UDC, including training LFUCG staff on review procedures
- » Facilitating a workshop with developers, designers, and others to discuss how UDC standards apply to real projects, answer questions, and identify concerns

Key Deliverables

- » Code testing workshop
- » Testing of up to 5 sites; or
- » Testing of up to 25 existing plans for compliance; or
- » A mutually agreed combination of the site or existing plan options specified above

5.2. Final Draft UDC V3 for Adoption

Once the comment period has closed, the project team will revise the UDC based on the comments received. A public hearing-ready draft will be prepared and posted to the website.

At this stage, revisions are typically documented through a cover memorandum describing proposed changes to the draft code.

Key Deliverables

- » Final Draft UDC V3

6. ADOPTION

6.1. Adoption Support

Provide support throughout the formal adoption process, including presentations, materials, and responses to questions. This may include assistance with staff reports and additional outreach materials to support public understanding of the proposed UDC.

Key Deliverables

- » Presentation materials and ongoing support, as needed

6.2. Adoption Hearing Support (Trips 6 – 8)

Participate in public briefings and hearings throughout the adoption process.

Key Deliverables

- » Attendance at Planning Commission hearing



SECTION 5: UNDERSTANDING & APPROACH

- » Attendance at Urban County Council work session or committee meeting
- » Attendance at Urban County Council hearing

6.3. Final UDC

After adoption, prepare a final version of the UDC incorporating all required changes, ready for publication.

Key Deliverables

- » Final UDC

7. USABILITY TOOLS & TRAINING

7.1. Staff Training (Trip 9)

Train LFUCG staff on aspects of the new code that differ from existing approaches and may be unfamiliar to them.

Key Deliverables

- » 3-day trip
- » Up to 12 hours of staff training in-person

7.2. UDC Handbook (Optional)

If requested, prepare a UDC handbook. This document will be a visual and user-friendly guide to the UDC, helping the public navigate common questions currently addressed through phone calls, emails, and counter inquiries. The document could be standalone or a supplement to the existing Development Handbook.

Key Deliverables

- » UDC Manual/Handbook

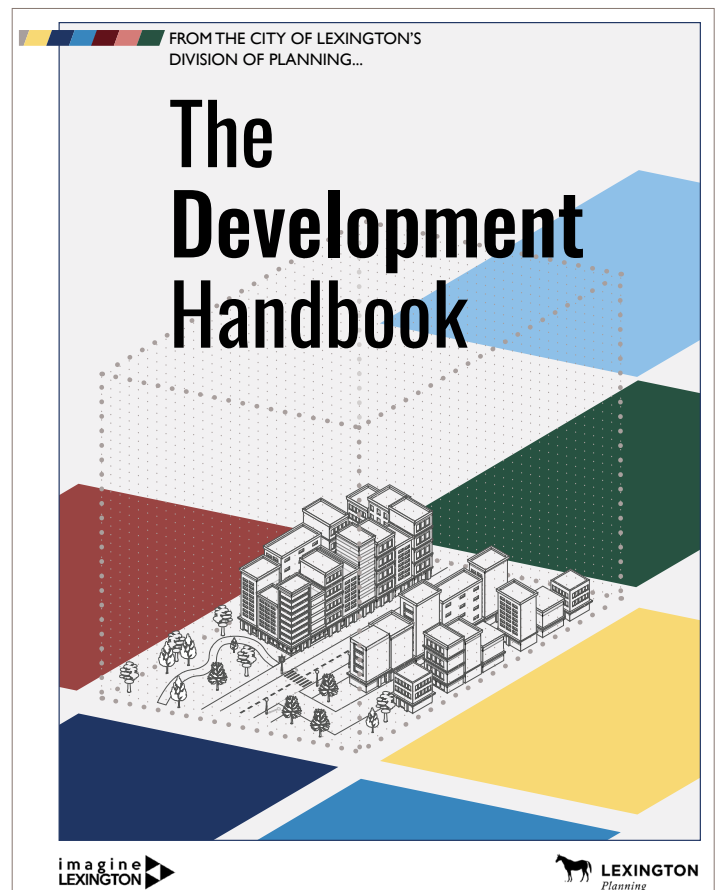
8. Contingencies

8.1. Engagement Contingency (Optional)

We recommend establishing a contingency fund as part of the project budget to address unanticipated engagement needs that may arise during the UDC process. Any use of this contingency would occur only with the written approval of LFUCG.

8.2. Coding Contingency (Optional)

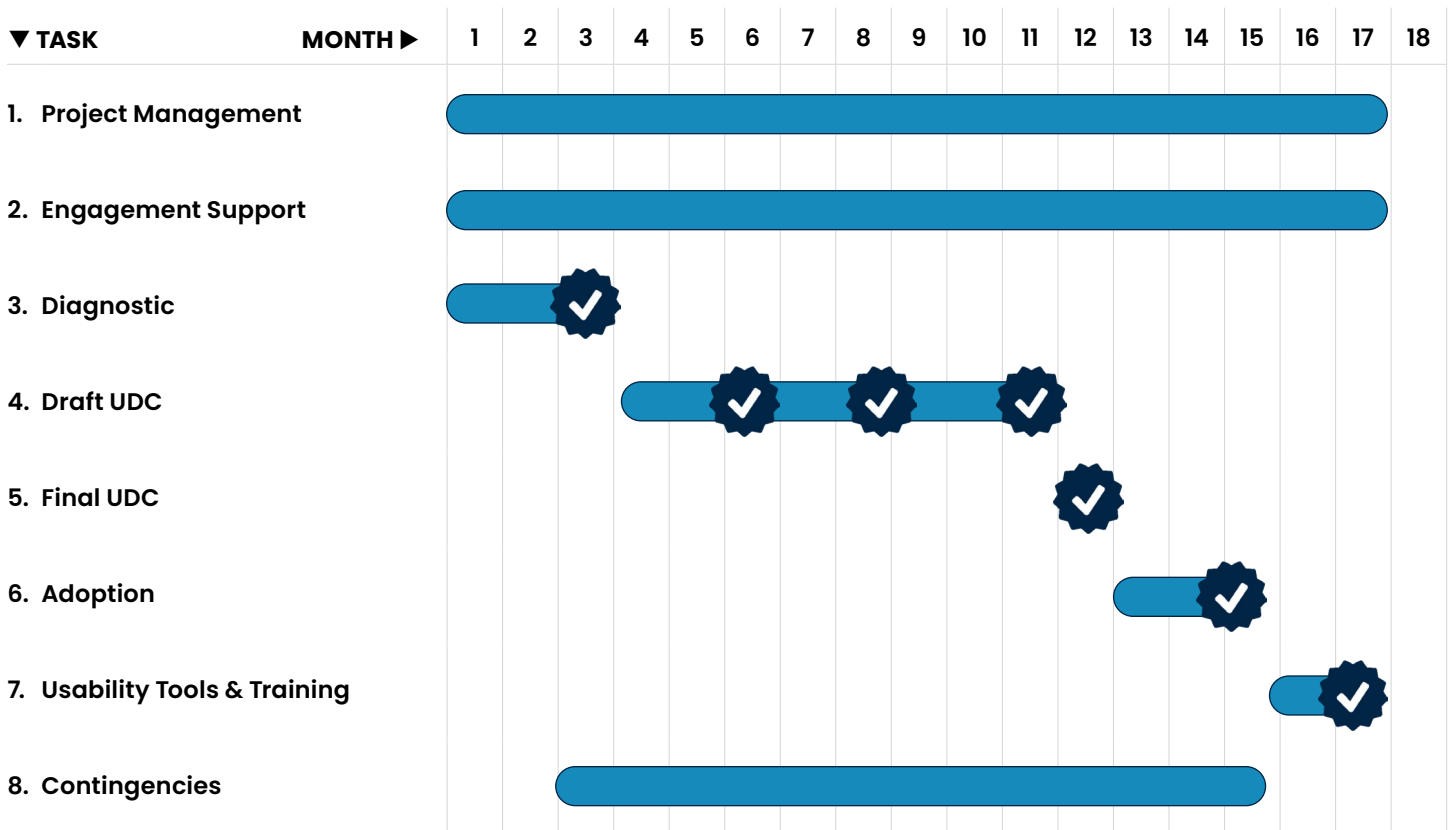
We recommend establishing a contingency fund as part of the project budget to address additional coding updates that may be identified during the UDC process, particularly those that arise late in the schedule in response to pressing policy considerations. Any use of this contingency would occur only with the written approval of LFUCG.



SECTION 6:

Project Timeline

The initial project timeline is provided below based on the project team’s current understanding of LFUCG’s needs. We are fully prepared to adjust the schedule as needed to reflect local priorities and project requirements.



KEY DELIVERABLE



PROJECT TEAM WORK

SECTION 7:

Proposed Fee

TASKS	FEES
1. PROJECT MANAGEMENT	
Core Services	\$31,300
2. ENGAGEMENT Support	
Optional Services	
2.1. Project Website	\$19,000
2.2. Web/Social Media Updates	\$16,000
3. Diagnostic	
Core Services	\$40,000
Optional Services	
3.5. Pattern Analysis	\$43,000
4. DRAFT UDC	
Core Services	\$126,700
Optional Services	
4.4. Draft UDC V2 Q&A Session (Trip 3 or Virtual)	\$7,000 in-person or \$4,500 virtual
5. Final UDC	
Core Services	\$16,000
Optional Services	
5.1. Code Testing (Trip 5)	\$35,000
6. Adoption	
Core Services	\$24,000
7. Usability Tools & Training	
Core Services	\$12,000
Optional Services	
7.2. UDC Handbook	\$30,000
8. Contingencies	
Optional Services	
8.1. Engagement Contingency	\$20,000
8.2. Coding Contingency	\$25,000
Total Core Services	\$250,000
Maximum Total Optional Services	\$195,000

Required Forms

Proposal Contact Form	43
Affidavit.....	44
Equal Opportunity Agreement.....	46
General Provisions.....	48
Certificate of Liability Insurance.....	52

SECTION 8: **REQUIRED FORMS**

Firm Submitting Proposal: **Tunnell, Spangler, Walsh & Associates**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scaastro@tsw-design.com**

SECTION 8: **REQUIRED FORMS**

AFFIDAVIT

Comes the Affiant, **Caleb Racicot**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Caleb Racicot** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell, Spangler, Walsh & Associates**, 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

SECTION 8: **REQUIRED FORMS**

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.

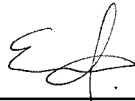


STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Caleb Racicot, Principal on this the 3rd day of February, 2026.

My Commission expires: July 9, 2029



NOTARY PUBLIC, STATE AT LARGE



SECTION 8: REQUIRED FORMS

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

SECTION 8: REQUIRED FORMS

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.



Signature

Tunnell, Spangler, Walsh & Associates

Name of Business

SECTION 8: REQUIRED FORMS

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.

SECTION 8: REQUIRED FORMS

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

SECTION 8: REQUIRED FORMS

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

B. At Will Termination

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

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

SECTION 8: REQUIRED FORMS

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

February 3, 2026

Date



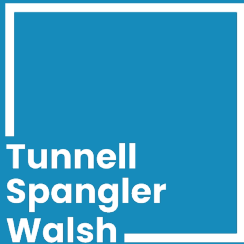
DUE: FEBRUARY 19, 2026

AFFIRMATIVE ACTION PLAN

Lexington-Fayette Urban County Government

Development of Unified Development Code (UDC)

RFP #2-2026



Contact: Caleb Racicot, Principal
1447 Peachtree St. NE, Suite 850
Atlanta, GA 30309
Email: cracicot@tsw-design.com
Phone: 470.751.2430



Table of Contents

Letter of Introduction.....iii

Section 1: Affirmative Action Plan.....1

LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
Attachment A - Small and Disadvantaged, Minority-, Women-, and Veteran-Owned Business Outreach Plan

Section 2: Current Work Force Analysis Form.....10

Section 3: Additional Forms.....11

Proposal Form
Affidavit
Equal Opportunity Agreement
General Provisions

February 17, 2026

Dear Selection Committee:

Tunnell, Spangler, Walsh & Associates is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Development of the Unified Development Code (UDC) effort.

For this project, we have included **EHI Consultants**, a designated Small Business Administration (SBA) 8-A firm as well as a SBA Small Disadvantaged Business and member of the Kentucky Minority Business Council to meet the subgoal of 5% MBE.

Concerning the goals for Women Business Enterprises and Veteran-owned firm participation, we did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,



Caleb Racicot, Principal

Direct: 470.751.2421
Email: cracicot@tsw-design.com



Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1: AFFIRMATIVE ACTION PLAN



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 2-2026

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. EHI Consultants 333 West Vine Street Suite 300 Lexington, KY 40507 Ph: 859.425.4881 holmes@ehiconsultants.org	MBE	Engagement Visioning Technical expertise for civil and environmental	minimum \$12,500	minimum 5%
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.

**Tunnell, Spangler,
Walsh & Associates**

Company

February 3, 2026

Date

Company Representative

Principal

Title

SECTION 1: AFFIRMATIVE ACTION PLAN



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 2-2026

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. N/A					
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.

**Tunnell, Spangler,
Walsh & Associates**

 Company

February 3, 2026

 Date



 Company Representative

Principal

 Title

SECTION 1: **AFFIRMATIVE ACTION PLAN**

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

Proposer Name:	Tunnell, Spangler, Walsh & Associates	Date:	February 3, 2026
Project Name:	Development of Unified Development Code	Project Number:	#2-2026
Contact Name:	Samantha Castro	Telephone:	859.317.5585
Email:	<u>scaastro@tsw-design.com</u>		

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.

Partners for Economic Solutions, Toole Design, Contente Consulting, Shear Structural, J&A Engineering, Sycamore Consulting, Grice and Associates, Stability Engineering

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

Yes No

SECTION 1: **AFFIRMATIVE ACTION PLAN**

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.

SECTION 1: **AFFIRMATIVE ACTION PLAN**

- 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.

Contacted EHI via email on January 22, 2026. See initial correspondence on page 7.

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.

Note: 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.

SECTION 1: **AFFIRMATIVE ACTION PLAN**

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.

**Tunnell, Spangler,
Walsh & Associates**

Company
February 3, 2026

Date



Company Representative
Principal

Title

4870-1925-6809, v. 1

EHI Correspondence

Lexington UDC Update



Samantha Castro

To Ryan Holmes; Caleb Racicot
Cc Edward Holmes (holmes@ehiconsultants.org);
 Rebekah Calvert



1:28 PM

You replied to this message on 1/22/2026 1:56 PM.



Ryan,

We still haven't heard word back on the Louisville code – have you? I was bummed about Winchester Road too. I thought we had a good shot at that one.

Moving on - I'm sure you saw that Lexington released their RFP for a Unified Development Code update. Their budget is miniscule compared to Louisville, we think around \$250k, so I know we are hoping they mean for this to be a more targeted revision. We are trying to keep it streamlined this go round with ourselves, Code Studio, and hopefully EHI if you all are interested. We think there is a role for you all to play on potential engagement and/or through some of the technical aspects.

Are you in?

Sam

Samantha Castro

Senior Associate, Lexington Office Lead | AICP, LEED-ND

Tunnell, Spangler, Walsh & Associates

direct: 859.317.5585

email: scastro@tsw-design.com | www.tsw-design.com

110 West Vine Street, Suite 300

Lexington, KY 40507

SECTION 1: AFFIRMATIVE ACTION PLAN



CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell
Interim Director

Andre Dickens
Mayor

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045

Supplier ID #: 701345

Phone #: (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

SECTION 1: **AFFIRMATIVE ACTION PLAN**



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

December 4, 2024

Edward J. Holmes, President
EDWARD HOLMES, INC. d/b/a EHI CONSULTANTS
333 W. Vine Street, Suite 300
Lexington, KY 40507

Subject: DBE/SBE Certification Renewal

Dear Mr. Holmes:

The Kentucky Transportation Cabinet's DBE Certification Committee has determined that **EHI CONSULTANTS** continues to meet the eligibility requirements of a minority-owned Disadvantaged Business Enterprise (DBE) and remains program-eligible pursuant to 49 C.F.R., Part 26.

Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

EHI CONSULTANTS is DBE/SBE certified to perform the below NAICS code(s), which include the following item(s) of work:

- 541320 - Landscape Architectural Services;
- 541330 - Engineering Services;
- 541611 - Administrative Management and General Management Consulting Services;
- 541614 - Process, Physical Distribution, and Logistics Consulting Services;
- 541618 - Other Management Consulting Services; and
- 541620 - Environmental Consulting Services

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third-party challenge, **this certification will be eligible for review on August 1, 2025.**

In accordance with 49 CFR §26.83(j), this firm will be required to submit an affidavit annually by **August 30** to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26.

Sincerely,

A handwritten signature in blue ink that reads "Brad Putty".

Brad Putty
DBE Administrative Branch Manager
Small Business Development Branch

mrt/BP

SECTION 2: CURRENT WORK FORCE ANALYSIS FORM

WORKFORCE ANALYSIS FORM

Name of Organization: **Tunnell, Spangler, Walsh & Associates**

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	3		3														3
Professionals	38	11	18		2	3	1			1	2					15	23
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	50	16	23		3	3	1			1	2		1			20	30

Prepared by: **Rebekah Calvert, Marketing Manager** Date: **1 / 22 / 26**

(Name and Title)

Revised 2015-Dec-15

SECTION 3: **ADDITIONAL FORMS**

Firm Submitting Proposal: **Tunnell, Spangler, Walsh & Associates**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scaastro@tsw-design.com**

SECTION 3: **ADDITIONAL FORMS**

AFFIDAVIT

Comes the Affiant, **Caleb Racicot**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Caleb Racicot** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell, Spangler, Walsh & Associates**, 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

SECTION 3: **ADDITIONAL FORMS**

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.



STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Caleb Racicot, Principal on this the 3rd day

of February, 2026.

My Commission expires: July 9, 2029



NOTARY PUBLIC, STATE AT LARGE



SECTION 3: **ADDITIONAL FORMS**

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

SECTION 3: **ADDITIONAL FORMS**

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.



Signature

Tunnell, Spangler, Walsh & Associates

Name of Business

SECTION 3: **ADDITIONAL FORMS**

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.

SECTION 3: **ADDITIONAL FORMS**

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

SECTION 3: **ADDITIONAL FORMS**

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

B. At Will Termination

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

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

SECTION 3: **ADDITIONAL FORMS**

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

February 3, 2026

Date



**Tunnell
Spangler
Walsh**