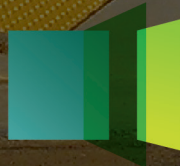


# Affordable Housing

## NEEDS ANALYSIS

Submitted: August 30, 2023



# TPMA

Bold Solutions.  
Empowered Communities





CONSULTANTS

333 West Vine Street

Suite 300

Lexington, KY 40507

859-425-4881

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August 30, 2023

Dear Selection Committee,

EHI Consultants (EHI) is excited to present our proposal for the RFP 35-2023 Affordable Housing Needs Analysis. We are a local planning firm based in Lexington, backed by a skilled team of professionals who are recognized both locally and nationally. Our expertise covers a wide spectrum, from comprehensive housing assessments, neighborhood planning and community revitalization to public engagement and transportation infrastructure.

To enhance our capabilities, we've teamed up with national experts, Thomas P. Miller and Associates (TPMA). With a track record since 1989, TPMA is a research and planning firm operating across the United States and beyond. They collaborate with various entities, including nonprofits, educational institutions, local and state governments, and industry associations. TPMA's housing research team focuses on understanding community demographics, economic trends, and opportunities for lasting growth. Our recommendations are finely tuned for short- and long-term housing priorities, aiming to create resilience through economic diversity, resource alignment, and vibrant communities.

EHI brings a local perspective that complements TPMA's broader view, particularly when it comes to housing, land development, and understanding the local political and organizational landscape of Lexington. Together, our team is equipped to meet your needs. Since our establishment in 1995, we've specialized in housing studies, strategies, and plans for public sector clients. Our portfolio includes comprehensive looks at affordable housing markets, effective financing strategies, assessments to inform policy decisions, and well-rounded, fiscally sound housing plans. Our approach is rooted in understanding real estate market dynamics for public benefit and leveraging federal funding programs to address the housing needs of vulnerable households that the market might overlook. We explore different options and foster consensus for informed decision-making.

We are excited to work alongside the City Staff and community stakeholders to develop an affordable housing needs analysis that provides a clear vision for the future.

Sincerely,  
EHI Consultants

A handwritten signature in black ink, appearing to read 'Ed Holmes', written over a horizontal line.

**Ed Holmes, AICP**  
President



SECTION I

**Experience,  
Qualifications,  
& Organizational  
Capacity**



# Who we are

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**EHI Consultants**, a collaborative, multidisciplinary firm, is well prepared to lead this effort. Founded in 1995. For over 25 years, EHI has been at the forefront of bringing innovative and modern solutions to neighborhood housing planning and design efforts in

Lexington in Fayette County. We are extremely knowledgeable of the city's neighborhoods and communities based on our planning work. EHI has completed over 12 neighborhood and small area plans for Lexington alone. We have also completed similar types of plans for communities in Louisville and other cities in the region. Combined EHI has participated in and completed over 70 similar planning and housing efforts that have resulted in plans and assessments that have been implemented.

We believe that this affordable housing needs analysis is about more than a housing study, but being able to and having the capabilities to understand Lexington and its neighborhoods that are most impacted by affordable housing issues. Our neighborhood plans always focus on the concerns and issues of affordability and affordable housing. These plans included a detailed analysis of social and economic housing data along with empirical survey data that forms the basis of recommendations on housing affordability. Our skill sets of neighborhood planning, community-based surveys, stakeholder outreach, and engagement uniquely qualify us as a firm that is **knowledgeable** of Lexington's housing issues, **locally** based to understand the political social, and economic concerns that impact housing affordability and **know or have interacted** with all of the neighbors, citizens, and stakeholders that have interest and concerns around the topic. Combining these attributes with our ability to conduct housing needs analysis enables EHI to 'hit the ground running' because we have done this several times before and are up to the challenges that Lexington faces in addressing affordable housing needs.

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

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

Kentucky Pacesetter Business Award from the SBA in 2011.

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

## We Have Built a Foundation of Trust and Knowledge With LFUCG

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EHI has fostered a strong foundation of trust and expertise with LFUCG and other communities, exemplified by relevant housing projects such as:

- East End Small Area Plan
- Winburn Small Area Plan
- Lexington Housing Market Analysis
- Southend/Davis Park Urban Village Plan
- The Lexington Community Land Trust establishment
- Green Acres Small Area Plan
- Armstrong Mill Small Area Plan
- Cardinal Valley Small Area Plan
- Lexington Infill and Redevelopment Study
- Lexington Opportunity Zone Report
- Lexington Sustainable Growth Study
- Paris, Ky. Westside Neighborhood - Housing and Redevelopment Plan
- Hopkinsville, Ky. Inner City Revitalization Zone Housing Assessment

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

## We Are Committed to the Local Community

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EHI's commitment to the local community is unwavering and deeply rooted in its thorough understanding of Lexington and the roles of planning, housing, growth, and affordability issues that are interrelated. EHI as part of our planning process engages in diverse community initiatives, EHI actively participates in



public outreach forums, such as Lexington “on the table”, and neighborhood events in the Georgetown, East End, and Davis Park communities.

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

Another critical team member that EHI has selected to team with us is TPMA Consulting Services. They are a nationally recognized housing and workforce consulting firm that specializes in housing analysis and assessments. They will bring a national perspective and analytical capabilities to the team and are experienced in conducting similar types of housing analysis projects in Colorado, South Carolina, Ohio, and North Dakota. They will provide a national perspective of lessons learned and best practices from other communities that can be applied to Lexington along with their analytical and research capabilities.

## About TPMA



Established in 1989, TPMA is a national research and planning firm that provides comprehensive consulting services throughout the United States and internationally, working with nonprofit organizations, educational institutions, local and state governments, and industry associations. TPMA’s housing research team places great importance on understanding a community’s demographic characteristics, emerging economic trends, and related opportunities that can support long-term growth. Our recommendations are calibrated for immediate-, short-, and long-term housing priorities for all household types and income levels, and are designed to fuel resiliency through economic diversity, resource alignment, and community vibrance.

## Affordable and market rate housing development experience

TPMA has experience working with communities across the United States to develop actionable implementation plans for the development of both affordable and market-rate housing. Our team brings experience working directly with communities, developers, and residents to find optimal housing solutions to respond to community housing needs. Our team brings experience securing the necessary funding streams and federal grant management to support recommendations to close the financial gap for recommended policies.

## Scalable Understanding Of Housing Priorities

TPMA understands that local housing markets must evolve to meet the needs of diverse residents, from seniors and persons with disabilities to buyers and renters. Our team has experience designing finance strategies for various types of housing to meet existing and future demands. Our current or recently completed housing studies include work with Hiawatha, IA; Greenville, SC; Canton, GA; DeKalb County, IL; Palouse Region (Moscow, ID and Pullman, WA); Northglenn, CO; St. Lucie, FL; Dearborn County, IN; Fairborn, OH; and the Indiana Housing & Community Development Authority.

## Research and analysis capabilities

TPMA specializes in customized methodologies that combine quantitative and qualitative insights into tangible analysis. We employ a wide array of comprehensive data sets and sources to paint a comprehensive picture of housing needs based on housing stock, market trends, and the demographic characteristics of our clients’ communities. We design our deliverables to provide the right amount of data in easy-to-understand formats that highlight key findings linked to policy recommendations and actions.

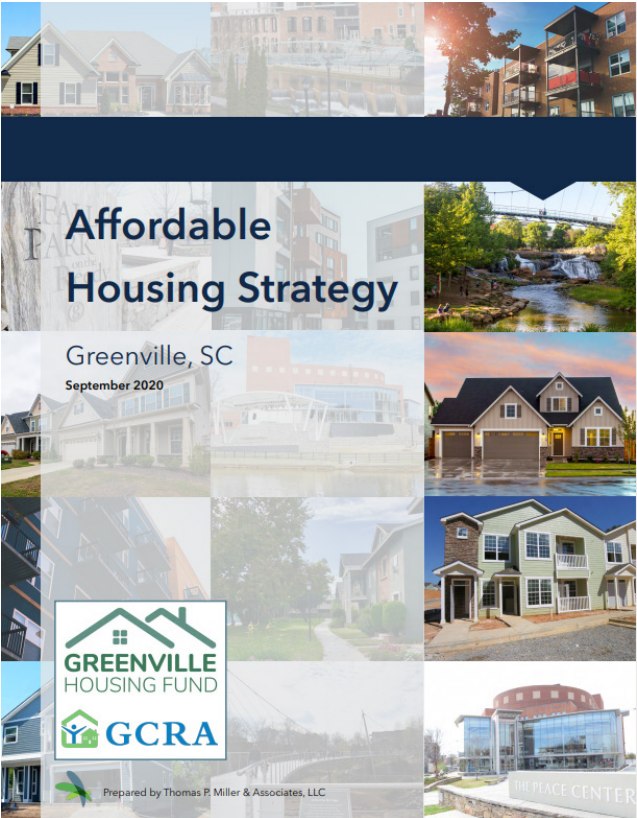
## List of Recent and Relevant TPMA Housing Plans:

- City of Northglenn, CO, Housing Needs Assessment and Policy Development
- Greenville, SC, Affordable Housing Profile & Strategy
- Ross County, OH, Affordable Housing Assessment
- North Central Planning Commission, ND, Regional Labor & Housing Studies
- Housing Needs Assessment and Implementation Plan St. Lucie County, FL.
- Housing Assessment and Strategy for the City of Fairfax, VA,





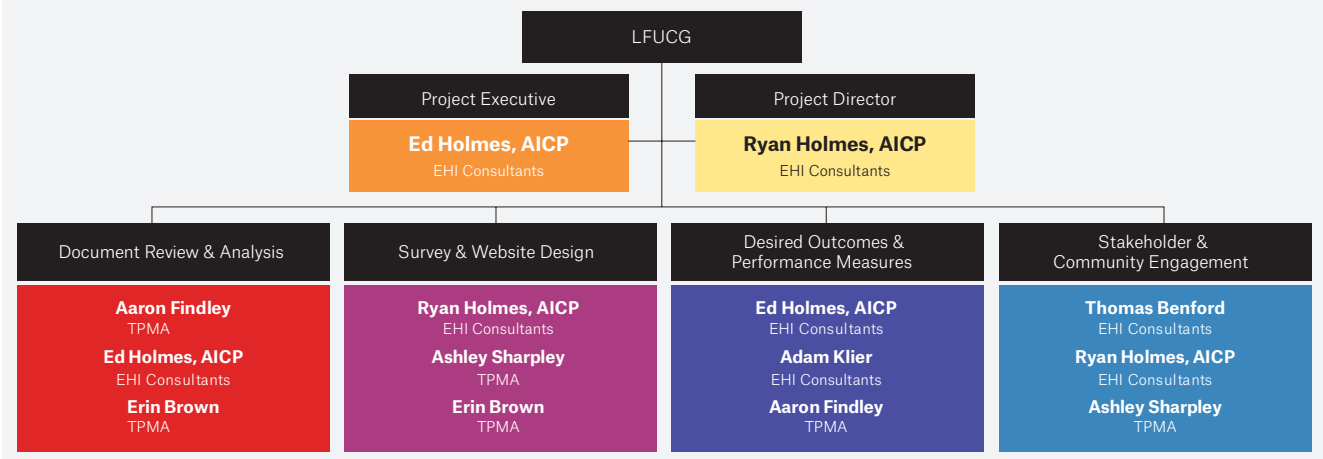
<https://www.tpma-inc.com/wp-content/uploads/2023/03/Northglenn-Housing-Needs-Assessment-FINAL.pdf>



<https://greenvillehousingfund.com/wp-content/uploads/2020/10/ghf-gcra-affordable-housing-strategic-plan.pdf>

# Our Team

Our team is led by locally based professionals who will be supported by national experts. Our team includes our most qualified planners and, data analysts, researchers, and housing analysts, who also have the appropriate capacity to produce the work within your quality and schedule commitments.





# Key Personnel

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## Core Team

### Ed Holmes, AICP (Project Executive)

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Founder and President of EHI, Ed is a certified planner with over 40 years of experience focusing on incorporating sustainable planning strategies into housing development redevelopment, master planning, environmental justice, and land use plans. Mr. Holmes has extensive public and private experience in affordable housing, land use, and comprehensive planning, first serving as a land use planner and then as Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning. He has been involved with affordable housing development and planning in Lexington for years. He advised and assisted the Urban League of Fayette County in the creation of its non-profit Fayette County Local Development Corporation, was the lead designer of the Southend / Davis Park Neighborhood and was instrumental in the creation of the Lexington Community Land Trust (CLT), which he is now assisting the CLT in managing its 76 unit tax credit affordable housing project and other affordable housing CLT led initiatives. Ed is a former member of the Lexington Planning Commission, former chair of the Lexington Urban League and currently serves on the board of the Lexington Civic Center.

### Ryan Holmes, AICP (Project Manager)

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Ryan possesses more than 15 years of expertise in land use and regulatory planning. His professional focus lies in master planning, sustainable design, and greenfield redevelopment strategies, with a strong emphasis on housing and community revitalization, enhancing quality of life, and fostering economic development. Throughout his career, he has authored numerous comprehensive plans, housing studies, subdivision regulations, zoning ordinances, and other planning and engagement, Paris Bourbon County Comprehensive Plan housing, and demographic analysis.

### Aaron Finley

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Senior Consultant, TPMA

Aaron specializes in housing research and strategy, workforce development, and community resiliency. Data-driven and goal-oriented, his approach is one of locating gaps and developing solutions. Aaron leads research projects at TPMA with specialized skills in the interpretation of complex data. He is particularly skilled in the transformation of complex challenges into communicable and achievable strategies and outcomes. Aaron has designed propriety housing research methodology at TPMA, in addition to strategies for alignment of priorities to investment, land use plans, investment options, and innovative partnerships. He recently led Regional Labor & Housing Studies for North Dakota's North Central Planning Commission and is currently leading the Housing Needs Assessment and Policy Development for the City of Northglenn, Colorado, as well as a Housing Needs Assessment and Implementation Plan in St. Lucie County, FL.

### Erin Brown

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Consultant, TPMA

Erin is a Consultant at TPMA who brings years of experience in research and analyzing quantitative data. Erin's strong quantitative background enables her to use various analytical tools including R, Stata, and ArcGIS. Prior to joining TPMA, Erin served as a Research Assistant at the Margaret Chase Smith Policy Center, where she developed and wrote technical reports, created visualizations for stakeholders, and analyzed and summarized research reports. Erin also served as a research assistant for the University of Maine, where she cleaned and analyzed data to study Maine Residents' perceptions of aquaculture, conducted literature reviews, and presented complete research



findings to stakeholders at several conferences. Erin's current work at TPMA includes research for Affordable Housing Plans in St. Lucie County and Okaloosa County FL, and an Equitable Economic Development Strategic Plan for DeKalb, and regulatory codes, many of which have been recognized by the Kentucky Chapter of the American Planning Association for their innovative approach to urban and rural land planning standards. Ryan is currently serving on the State's Kentucky Workforce Innovation Board, along with serving as a board member of Lexington's Industrial Authority Board.

**Thomas Benford – Planning Research Assistant**

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

**Adam Klier - Project Planner**

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Adam brings a strong understanding of housing, planning, and land use experience to projects as a planner for EHI. He has worked on a variety of planning and housing-related projects in Louisville, Lexington, and the region, addressing issues around regulations, land use, and housing strategies. His tasks will be to coordinate the housing research and methodology analysis with community stakeholders and assist in determining affordable housing needs, funding strategies, and interface with TPMA. His most recent and relevant projects include the Town Branch Park and Cardinal Run Park stakeholder outreach

**Ashley Sharpley**

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Research Associate, TPMA  
Ashley is a Consultant at TPMA with expertise in research, business economics, and public policy analysis. Before joining the firm, Ashley served as Chief of Staff and later as a president for the Indiana Model United Nations. Her responsibilities included fiscal year budgeting, recruiting, and streamlining conference logistics by expanding interlinking data storage and processing systems. Currently, Ashley is supporting a Housing Report Needs Assessment and Policy Development for the City of Northglenn, CO, a Housing Assessment and Strategy for the City of Fairfax, VA, and a Comprehensive Economic Development Strategy for the Blue Ridge Parkway Region.



SECTION II

# Project Design and Operation

Develop

# Understanding the Project Scope and Objectives:

To thoroughly understand the project’s scope and objectives, as outlined in Section 2 of the RFP, our team will conduct extensive meetings and workshops with relevant and appropriate LFUCG agencies, departments, community leaders, local businesses, and other key housing stakeholders. Our team will actively listen and engage with these stakeholders to gain insights into their concerns and issues around housing affordability.

**EHI knows and understands the Lexington affordable housing community landscape.**

Our staff and project team designing the process will map out whom LFUCG needs to reach and hear, keeping in mind that the “usual suspects” who have a presence in local decision-making do not represent the full set of community voices. Intentional efforts will be made to identify affordable housing groups that have been underrepresented in decision-making processes in the past.

**From Day 1**, we will prepare an exhaustive and comprehensive stakeholder list that will be inclusive of all ensuring a diverse representation within the community for their input, (similar to

efforts with the Sustainable Growth Study Project and several of our Small Area Plans). EHI and the project team will:

- Identify those groups who are most affected by the housing, land use, and other issues at stake, considering specific neighborhoods as well as racial, ethnic, and income residents of low and moderate-income housing, religious, or other groups.
- Identify those community organizations (community organizing groups, service providers, faith institutions, or others) that are trusted by community members and can help to engage the most affected community members identified.
- Recognize and engage other stakeholders (housing and non-housing practitioners, industry representatives, advocates, and other governmental agencies) that bring important perspectives, concerns, and expertise to the affordable housing process.

## Summary of the Approach



**Task 1**

Review and analyze LFUCG affordable housing plans, documents, and reports.



**Task 2**

Design and launch website



**Task 3**

Identification of stakeholders and engagement



**Task 4**

Data Gathering and Analysis - Census, ESRI, GIS, stakeholder interviews



**Task 5**

Survey design and launch



**Task 6**

Stakeholder and public outreach meetings



**Task 7**

Present draft report of Desired Outcomes and Performance Measures



**Task 8**

Final Report



Section 4 of the Proposed Project Schedule details the work tasks and deliverables.

The following approach details the level of effort and approach we will undertake as part of the planning process.

## Project Design

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### Affordable Housing Document gathering review and analysis

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In this phase, we will also conduct a review of all relevant documents, plans, and studies (some of which were prepared or assisted in preparation by EHI) related to Lexington's affordable housing initiatives. This analysis will provide us with valuable context and inform our subsequent planning efforts.

EHI will meet with LFUCG staff to determine what documents are relevant for review and analysis. We will review the report's recommendations, outcomes, and findings. Analyze and determine the relevancy and impact of affordable housing in Lexington. This review and analysis will form the baseline for our planning efforts for the final plan development and findings.

### Website

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

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

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

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

### Stakeholder Engagement

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We will create a comprehensive stakeholder engagement plan that includes targeted interviews and focus groups. By involving representatives from diverse backgrounds and interests, we will ensure that the project's objectives reflect the collective information and data gleaned from the community.

Since its inception in 1995, EHI has been successful in facilitating numerous public engagement, involvement, and stakeholder inclusion efforts that build capacity and gain insight from interested and concerned groups. Our efforts and approach will lead to a more effective participatory and inclusive form of engagement. Our approach is to create many entry points for public and stakeholder engagement while recognizing the relative levels of power, and voices within each stakeholder group that we work with. This method of outreach provides an opportunity to informally interact with the public, provide information about the project, and gather input. We believe that there are six core principles of equitable engagement and will use these principles to establish a planning framework:

1. Focus outreach on the best interests of the community
2. Engagement should be open, honest, and meaningful
3. Approaches should be inclusive and context-sensitive, residents of low and moderate-income housing, those experiencing homelessness, developers, and others.
4. Information should be presented in a timely and relevant manner

5. Present accurate information that is easy to understand and accessible
6. Ensure the decision-making process is transparent

EHI has successfully utilized these principles in several recent projects in Lexington these include:

1. The Lexington Sustainable Growth Study, which involved several of the stakeholders that would be relevant to this housing analysis from realtors and developers to neighborhood associations.
2. The Lexington Housing Market Study- a data-driven study on the future demands for housing in Lexington – Fayette County

In consultation with LFUCG staff and officials, EHI will develop a comprehensive schedule for a series of diverse stakeholders and community outreach and engagement meetings - grouped by their affordable housing interest or representations, (i.e., housing non-profit providers, Lexington Housing Authority, Lexington Home Builders Association, Board of Realtors Fayette Alliance, Community Action, the Urban League, homeless coalition, and providers, neighborhood associations and others).

## Data Gathering and Analysis

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Our data gathering and analysis will include an assessment of the Lexington Fayette County Census, ESRI, and other socioeconomic data sets that EHI has access to, aggregated down to the census tracts, block, and zip code levels. We will also utilize advanced mapping technologies to accurately locate and map the number of housing units, income, and owner and renter densities. An example of data that we generally analyze in our plans and planning processes include:

- Updated Demographic and Economic Trends
- Updated Housing Supply (Rental, For-Sale and Senior Living)
- Updated Residential Housing Pipeline Information (Planned and Proposed)
- Revised Housing Gap/Demand Estimates
- Submarket Overviews

Discussions and decisions will be informed by high-quality data analysis that provides an assessment of market conditions, housing needs, financing strategies, and gaps, as well as broader community input, the discussions will be grounded in a common analysis of the local affordable housing challenges and needs.

## Survey Design and Methodology

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Our surveys are carefully and scientifically crafted and designed to be reflective of the topic to be sure it is a reliable and representative instrument. We will involve, government officials and community stakeholder representatives in the development of the survey instrument to establish trust and to ensure the survey is reflective of the diverse population being surveyed readily accessible to different community groups, and designed to gather the data needed for the plan.

EHI uses market-leading survey software that offers flexibility, ease of use, and speed that enables the project team to drive feedback collection, analysis, and outcomes on day one. This will enable the team to also provide unlimited surveys and questions that can be tailored to specific groups or locations. We used this software to develop a community-wide survey for a comprehensive plan process for the City of Franklin and Simpson County, Kentucky, with over 1,200 respondents, which proved invaluable in providing data for land use, housing, and growth projections.

EHI will develop through our survey software a multiwave survey design featuring ethnographic and cognitive survey data designed around housing subsidy status. The survey questions will be structured to identify initial areas where respondents seemed to experience difficulties answering the questions, and we can then modify the questions to be more representative of the respondent's desires to answer as correctly as possible, to provide the survey team with data for a more accurate analysis. In the ethnographic and cognitive components of the survey, three variables will be used to construct a sampling frame representative of housing subsidy recipients: race/ethnicity, geographic location, and type of housing assistance received. Three categories of race/ethnicity will be used: African-American, Hispanic, and Caucasian. Geographic areas for the surveys will be selected based on discussions with the project managers and LFUCG.

The analysis of this data will enable the design team to understand the past and current efforts/strategies of the affordable housing fund, which will then be used to inform and project the future needs of the fund.





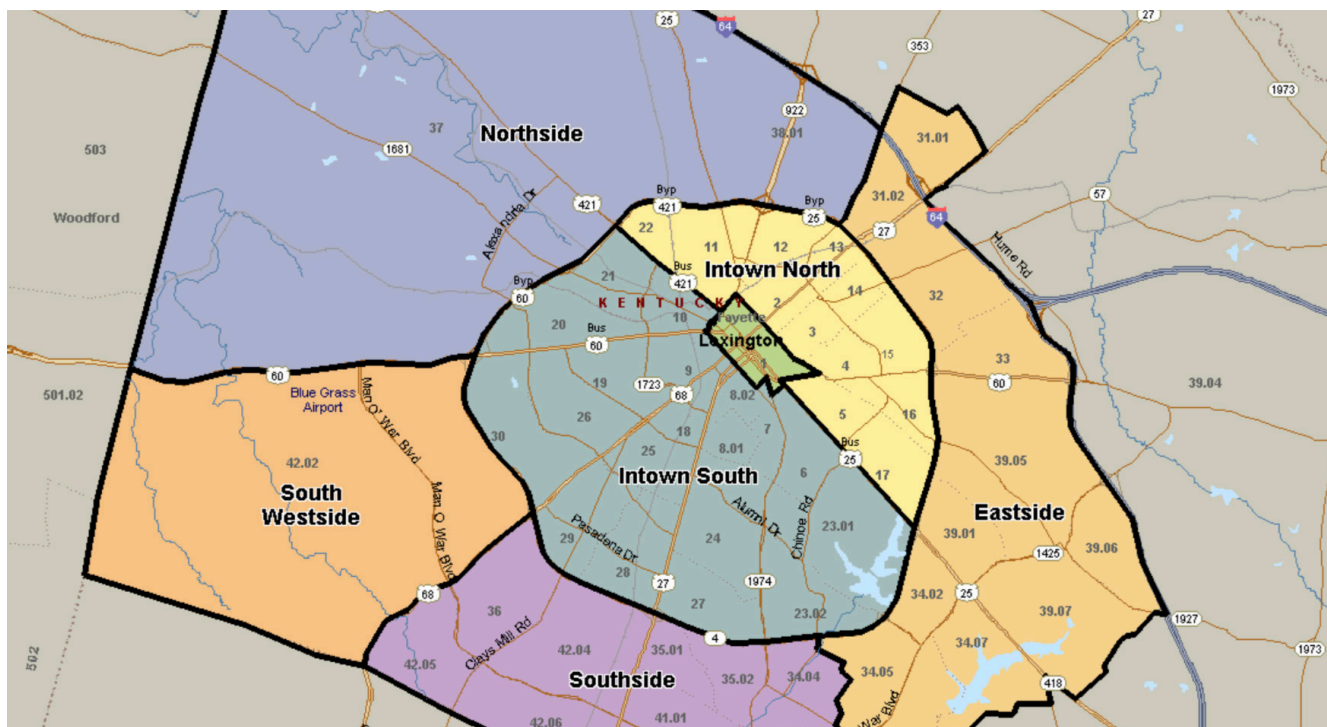
SECTION III

# Desired Outcomes and Performance Measures / Final Product

Our planning and design team will work in collaboration with the analyzed data, survey results and analysis, and affordable housing stakeholder comments to produce a set of outcomes and performance measurements that address the questions that were put forth in the request for proposal. This final document will address at a minimum:

1. How many units of affordable housing are needed in Lexington and Fayette County
2. What type of units will be needed by size number of bedrooms, tenure, seniors, people with disabilities, substance abuse, and others
3. In what ways are the LFUCG's affordable housing funds being utilized most effectively, with recommendations on the utilization of the funds

4. What efforts are needed beyond financial support of the affordable housing fund to meet local needs to establish a realistic set of 5, 10, and 15-year goals for the production of units
5. Provide generalized locations of potential units by either census tracts, council districts, zip codes, neighborhoods, or general areas.
6. What are the funding mechanisms that can be used to implement the desired outcomes and performance measures
7. The cause and effects of gentrification as it relates to affordable housing density, location, absorption and saturation
8. Identification and location of available infill sites for affordable housing
9. Analysis of real estate market conditions, locations, and land costs



The final plan will include visual representations, 3D modeling, and renderings to help visualize the proposed developments and criteria. We will ensure that the final plan aligns with the community's values, encourages affordable housing developments, in areas that are accessible to public amenities, and adds value to neighborhoods. The site's strengths and competitive advantages, such as its geographical location, transportation infrastructure, available resources, and employment centers. All of these factors are critical measurements for affordability.

Recognizing that the comprehensive final report will be derived from the desired outcomes and performance measurements. This document will be the most conclusive and detailed report addressing key considerations about the affordable housing needs in Lexington, for those affordable housing individuals and organizations. The project team will present a graphic and informed technical report and presentation to the LFUCG Urban County Council and others as requested.







Our project timeline will be planned, reflecting the interrelationship of various tasks and the need for seamless coordination among team members, LFUCG staff, and other stakeholders. Each phase of the study will have well-defined milestones, and our project management team will ensure that deadlines are met while maintaining the highest standard of quality. The timeline is planned to start on October 1, 2023, and complete the project by June 30, 2024, for a period of performance of 9 months.

## Communication and Project Management

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EHI believes that open communication with our clients, as well as a collaborative approach to the analytical and planning process, produces the most effective and implementable strategy document. EHI understands that a clear management structure and lines of communication need to be established early in the process in order to facilitate open and productive interaction. Our team has been structured so that EHI manages the process from the consultant side and oversees all deliverables, but we are supported by strong national staff in TPMA who can advance specific initiatives and provide a national perspective on the affordable housing landscape. At our kickoff or in the project initiation stage, we will seek to clearly articulate the roles and responsibilities of EHI TPMA and the client, establish communication protocols, and set up periodic conferences/meetings to discuss project status. Our budget includes time for a bi-weekly status call with the client while the EHI Team is actively engaged (the schedule assumes 9 months of active engagement). These calls will allow us to discuss the progress and status of activities, share preliminary analyses and findings, seek direction where needed, address issues, and adjust scope and schedule when necessary.

## Work Plan

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The proposed work plan for undertaking the assignment and producing final deliverables is segmented into 10 identified tasks, as described in the project schedule and narrative as project steps.

## Tasks 1. Framing and Synthesis of Documents

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In this phase, we will also conduct a review of all relevant documents, plans, and studies (some of which were prepared or assisted in preparation by EHI) related to Lexington's affordable housing initiatives. This analysis will provide us with valuable context and inform our subsequent planning efforts.

EHI will meet with LFUCG staff to determine what documents are relevant for review and analysis. We will review the report's recommendations, outcomes, and findings. Analyze and determine the relevancy and impact of affordable housing in Lexington. This review and analysis will form the baseline for our planning efforts for the final plan development and findings.

### Milestones and Deliverables:

Products from **Task 1** will include

- A summary report of previous plans and current city activities. Tables will summarize previously derived housing market gaps at varying household income levels; strategy recommendations from previous plans, current funding priorities, and existing expenditures as described by the Consolidated Plan, and other documents; impediments inhibiting affordable housing development; Lexington's assisted and subsidized housing inventory, as well as existing housing-related organizations, programs, and services tallied from stakeholder contacts. A **draft** report will be finalized **after** incorporating one set of client comments.
- A client group conference that presents initial findings, and discusses the need for additional and updated analysis and confirms direction on subsequent tasks.

## Tasks 2. Website

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We propose as part of the outreach and engagement effort, to set up a project-specific website, using a vanity URL (Lexington affordable housing.com or something memorable). The website is then used as a primary communication portal both out to the community as well as hosting project information and collecting input. We will employ a mix of traditional and digital outreach methods. Public forums and workshops will provide a platform for



open discussions and brainstorming sessions around the issues of housing affordability. We will conduct online surveys accessible to residents, landlords, and agencies, to ensure broad participation. We would drive all communication to and through the website, giving our team ready and real-time access.

#### **Milestones and Deliverables:**

Products from **Task 2** will include

- Creation of a website to drive all communication to and through the website, giving our team ready and real-time access.
- Provide a mechanism to disseminate information and answer questions

## **Tasks 3. Stakeholder Outreach**

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This task summarizes Lexington's housing market context, current funding priorities and service delivery environment from the perspective of key stakeholders, service providers, housing experts, and through the lens of relevant studies and plans already undertaken. This synthesis of existing knowledge and activity provides acknowledgment of the current strategies and direction taken by the city define a starting point for further investigation, and points to a method for framing the subsequent work to be undertaken by the EHI Team. This task will include the following components:

#### **Milestones and Deliverables:**

Products from **Task 3** will include

- A comprehensive stakeholder engagement plan that includes targeted interviews and focus groups.
- A summary report of stakeholder findings, that can be used to define the affordable housing issues from interviews with the various stakeholders.

## **Task 4. Data Gathering and Analysis**

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Working from the foundation prepared in Tasks 1 - 3, the EHI Team will complete the assessment of Lexington's affordable and market-rate housing supply, the projected demand for housing, and unmet needs. Our data gathering and analysis will include an assessment of the Lexington Fayette County Census, ESRI, and other socioeconomic data sets that EHI has access

to, aggregated down to the census tracts, block, and zip code levels. We will also utilize advanced mapping technologies to accurately locate and map the number of housing units, income, and owner and renter densities.

#### **Milestones and Deliverables:**

Products from **Task 4** will include:

- Updated for sale and multifamily rental housing market information. Sources include Multiple Listing Service statistics or county tax assessment data for housing sales trends, and third-party data providers and U.S. Census data for multifamily rental housing.
- Updated demographics and general housing supply information from the decennial census, American Community Survey, Comprehensive Housing Affordability Strategy (CHAS) database, and other sources.
- Most recent household and population projections using data from public sources (such as the Lexington Area MPO, or based on current population or building permit trends).
- Updated inventory of Lexington's assisted and subsidized housing stock, including public housing units, number of rental vouchers in use, and privately owned stock subsidized by program (LIHTC, Section 8, Section 202, or others). The inventory will provide information on changes in the inventory, expiring subsidies, and the depth of affordability to the extent that the information is available.
- Updated land use and geographic considerations, including assessment of land use regulation barriers and land use capacity.
- Mapping of selected demographic and housing market statistics.
- A summary report that will articulate unmet needs, anticipated housing opportunities and challenges, and existing funding priorities. The report will also document Lexington's performance in producing and preserving affordable housing using metrics such as the number of affordable housing units preserved or developed within Lexington (ie, tallied and totaled annually), the depth of affordability of new/preserved subsidized units (ie, targeted/threshold AMI level), funds expended per unit, and units dedicated to special needs housing. A draft report will be finalized after incorporating one set of client comments.
- A client conference to discuss findings, strategy objectives based on findings, and confirm the next steps.

## Task 5. Survey Design.

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EHI will design a survey instrument that is carefully and scientifically crafted to be reflective of the affordable housing topic and is a reliable and representative instrument. We will involve government officials and community stakeholder representatives in the development of the survey instrument to establish trust and to ensure the survey is reflective of the diverse population being surveyed readily accessible to different community groups, and designed to gather the data needed for the plan.

### **Milestones and Deliverables:**

Products from **Task 5** will include:

- Delivery of the survey for client review and comment
- Launch the survey through a variety of electronic- social media, QR code, and physical outlets
- Analyze survey results and data to be compiled in the outcomes, performance measures and final report

## Task 6. Stakeholder and Public Outreach.

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Stakeholder interviews. EHI and TPMA will conduct an extensive stakeholder interview process that allows us to incorporate stakeholder perspectives into the plan in its earliest stages. These interviews provide an opportunity for stakeholders to transfer their knowledge and specific data sources to the consulting team, allowing us to understand the “landscape” of interests surrounding affordable housing in Lexington that frames our approach and transmit strategy ideas and suggestions early on. EHI will direct and participate in the interview process, and EHI will undertake the bulk of interviews. Contacts are anticipated to be one on one or small group meetings. We will rely on the client to identify most stakeholders and assist in setting up an interview schedule.

### **Milestones and Deliverables:**

Products from **Task 6** will include:

- We will create a comprehensive stakeholder engagement plan that includes targeted interviews and focus groups. By involving representatives from diverse backgrounds and interests, we will ensure that the project’s objectives reflect the collective information and data gleaned from the community.
- A summary of stakeholder interviews, covering the housing activities addressed by stakeholders, the populations they

serve (estimating numbers of clients and the population when available), funding sources.

## Tasks 7. Draft Report of Desired Outcomes and Performance Measures

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The EHI Team will begin the process of developing recommendations, taking into consideration stakeholder feedback, the work of previous reports and plans, and the analysis prepared in the previous tasks. Strategies will be refined through a review of best practice case studies and through focused client feedback.

### **Milestones and Deliverables**

The following comprise the products of **Tasks 7**

- A summary document with recommendations, including the desired outcome and performance measures and previously identified needs addressed by the recommendations and any best practice findings related to the recommendation. Recommendations will address a range of topics, such as potential funding and financing sources, funding priorities, potential partnership and service delivery models, geographic locations, and product types for affordable housing, as well as other programs or strategies that can advance the provision of affordable housing priorities. A draft report will be finalized after incorporating one set of client comments.

## Task 8. Final Report – Implementing Actions and Strategy Presentation

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The final component of the analysis will provide implementing actions, including specific funding mechanisms for new initiatives and proposed organizational structures to enhance the effectiveness of affordable housing needs. The EHI Team will develop the strategies through an interactive process with the client group. This will focus on developing politically feasible and operationally successful implementation techniques and will include an assessment of current administrative structures for allocating funding and providing affordable housing through additional interviews with government officials and staff.

The assessment will focus on, but not be limited to, the structures needed to implement the operation of the Affordable Housing Fund.

**Milestones and Deliverables**

Products from **Task 8** will include:

- A summary matrix of actions under each recommendation, identifying new or existing funding sources, lead actors and contributing actors, priority/phasing (short-term or long-term actions 5, 10, 15-year goals), and desired outcomes.
- Steps and organizational structure for quantifying and tracking the number of permanently affordable units within Lexington, if that structure does not currently exist
- Recommended metrics for setting goals and evaluating

performance towards enhanced affordable housing preservation and delivery. Metrics could include, for example, the number of permanent affordable units by affordability level, the percentage of new units that are affordable, and the ratio of public and private funds invested in each class of affordable units.

The process will conclude with a public presentation of the plan and finalization of a complete draft document from the components described above.

AFFORDABLE HOUSING NEEDS ANALYSIS – PROJECT SCHEDULE												
										Responsible Parties		
PROJECT TASKS	OCT. 2023	NOV. 2023	DEC. 2023	JAN. 2024	FEB. 2024	MAR. 2024	APR. 2024	MAY. 2024	JUN. 2024	EHI	TPMA	
<b>TASK 1</b> Gather & Review Documents	Oct.1-31									●		
<b>TASK 2</b> Website Design & Launch	Oct. 15 - Nov. 15									●		
<b>TASK 3</b> Stakeholder Engagement		Nov. 1 - Dec. 31								●		
<b>TASK 4</b> Data Gathering	Oct. 1-Jan. 31									●		
<b>TASK 5</b> Survey Design & Launch		Nov. 1 - Dec. 31								●	●	
<b>TASK 6</b> Outreach Meetings		Nov. 20 - Feb. 28								●		
<b>TASK 7</b> Data Analysis		Nov. 1 - March 31								●	●	
<b>TASK 8</b> Desired Outcomes & Performance Measures							Apr. 1 - May 31			●	●	
<b>TASK 9</b> Final Report Council Presentation								May 1 - Jun. 30		●	●	
<b>LFUCG Monthly</b>			Progress Meetings will be scheduled monthly								●	●
<b>Progress Meetings</b>	●	●	●	●	●	●	●	●	●			

**LFUCG Actions and Deliverables**

The following actions and deliverables will be required from LFUCG

- List of LFUCG Housing plans, studies, and or documents, last 10-15 years
- Designation of a LFUCG staff project manager
- LFUCG staff contact information for other housing-related departments or divisions (planning, housing, GIS, Public Information, PVA, possibly others)

- Access to and sharing of GIS data and base maps
- Affordable Housing Fund Budget (historical and projected)
- List of LFUCG affordable housing projects that have been funded previously 5-10 years
- Provide contact information of housing-related stakeholders that have been involved with LFUCG
- Access to Neighborhood Association Information
- Facilitation of stakeholder meeting space



A person's hands are shown writing on a document with a pen. The background is a blurred office setting with a calculator, a notebook, and various charts and graphs on the desk. The text is overlaid on the image.

SECTION V

# Proposed Line-Item Budget and Budget Narrative

The following budget

The EHI Team proposes to undertake the defined work plan for a fixed fee budget of \$192,500. An allowance of \$6,000 in expenses brings to total fee and expense budget to \$198,500. A breakdown of fees by task and by firm is provided below.

	EHI		TPMA		FEE
TASK	HOURS	FEES	HOURS	FEES	TOTAL
TASK 1	80	\$14,000	50	\$8,750	\$22,750
TASK 2	40	\$7,000			\$7,000
TASK 3	100	\$17,500	25	\$4,375	\$21,875
TASK 4	130	\$22,750	50	\$8,750	\$31,500
TASK 5	50	\$8,750	30	\$5,250	\$14,000
TASK 6	100	\$17,500	20	\$3,500	\$21,000
TASK 7	100	\$17,500	80	\$14,000	\$31,500
TASK 8	125	\$21,875	75	\$13,125	\$35,000
TASK 8	25	\$4,375	20	\$3,500	\$7,875
<b>TOTAL HOURS</b>	<b>750</b>		<b>350</b>		
<b>Total Fees - All Tasks</b>					<b>\$192,500</b>
TOTAL EXPENSE ALLOWANCE					\$6,000
Travel	\$3,000				
Data purchase	\$2,000				
Miscellaneous	\$1,000				
<b>TOTAL FEES AND EXPENSE ALLOWANCE</b>					<b>\$198,500</b>

EHI proposes a fixed fee budget with monthly invoices based on the percentage of the project completed that month. EHI bills expenses at cost with no markup.

EHI endeavors to provide our clients with the highest quality services within their budgets. The proposed budget and work plan can address the full breadth of housing issues impacting households across the range of incomes up to 80 percent AMI, and covering the complex issues associated with reducing and preventing homelessness. We are happy to discuss changes to our scope, and accordingly to the project budget, that focus more narrowly on affordability and homelessness reduction for the lowest income and special needs households, or for a more narrow or strategic range of issues and affordability levels than provided in the current scope and budget.

Total Costs were based on the following pricing structure:	
Key Personnel	Time Allocated to Project
Ed Holmes (EHI)	30%
Ryan Holmes (EHI)	30%
Adan Klier (EHI)	25%
Thomas Benford (EHI)	25%
Aaron Finley (TPMA)	30%
Erin Brown (TPMA)	30%

Our hourly fee for this project is based on an average blended rate for the personnel assigned to the project reflecting our indirect rate that is applied to the staff hourly rate. The overall indirect rate includes the following:

**Fringe Benefits-** include group insurance (health, dental, life, etc.), disability income protection, unemployment insurance, retirement benefits, sick leave, release time-vacation (paid and non-paid), social security, paid holidays, and other specialized benefits.

**Overhead Expenses-** overhead expenses for the operation of the project are the ongoing expenses that are necessary for the continued functioning of the business operations. These expenses include accounting fees, advertising, depreciation, insurance, interest, legal fees, rent, repairs, supplies, taxes, telephone, and utility costs, and other associated expenses necessary for the business operation of the project team firms.

**General & Administrative Expenses (G&A)** -General and Administrative expenses calculated are related to the day-to-day operations for a portion of the time allocated to the operation of the project. These expenses pertain to operation expenses rather than other direct expenses that are identified in the cost proposal.

**Equipment**

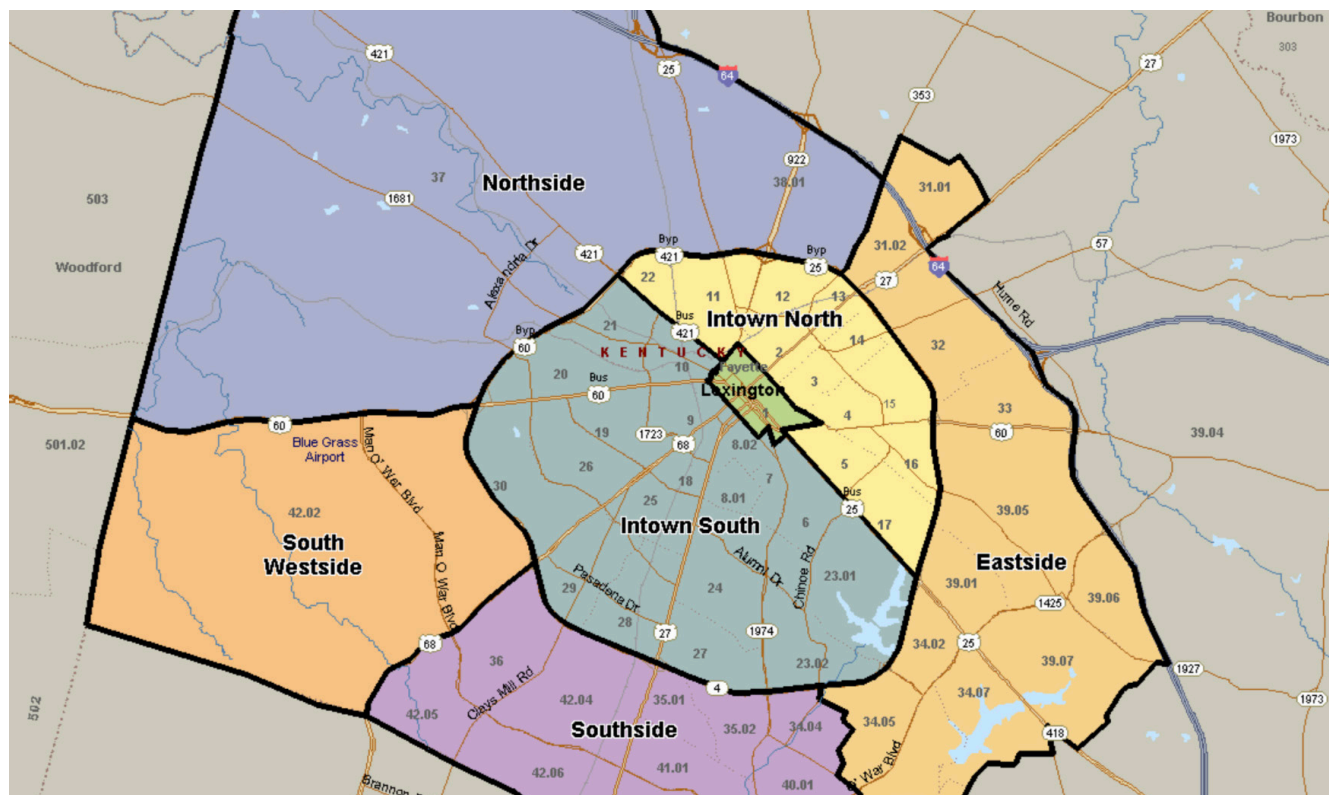
The only one time expense will be the purchase of data for the project.

**Travel**

Travel expenses are based on travel costs for TPMA staff travelling to Lexington, from Indianapolis, IN.

**Contractual**

Contractual expenses are associated with TPMA and the services they will be providing for the project. Their expenses are detailed in the project budget. No other contractual expenses are planned or obligated for this project.



**References:**

**Rufus Friday**  
 Executive Director  
 Hope Center  
 mmeatyard@hopectr.org  
 859-721-0144

**P.G. Peoples**  
 President/CEO  
 Urban League of Lexington-Fayette County  
 PG@ullexfay.org  
 859-233-1561 ext. 201

**Jim Duncan**  
 Director of Planning  
 LFUCG  
 jduncan3@lexingtonky.gov  
 859-258-3172





SECTION VI

# Resumes



# Ed Holmes, AICP

President at EHI Consultants

Ed Holmes has been providing professional services to DOE for the past 22 years starting in Paducah providing board support services to the Citizens Advisory Board and growing to work with the Portsmouth, Ohio Site Specific Advisory Board and more recently, supporting the DOE Carlsbad, New Mexico – Carlsbad Field Office site.

Mr. Holmes has extensive land use and comprehensive planning experience, first serving as a land use planner and then Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning, where he led the districts comprehensive planning efforts for the 17 county Central

Kentucky regional planning agency. While at the BGADD, he had written over 30 comprehensive plans, subdivision regulations, zoning ordinances and other planning and regulatory codes and ordinances. With some of the most notable plans being the; Versailles Woodford County Comprehensive Plan that was recognized by the Kentucky Chapter of the American Planning Association with an award for its efforts in developing innovative rural land planning standards, Berea, Kentucky Comprehensive Plan, City of Midway, Kentucky Comprehensive Plan, Scott County Comprehensive Plan and the Frankfort Franklin County Comprehensive Plan.

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## Special Qualifications

- 40+ years of experience in land use and comprehensive planning
- 16 years as planning director for the Bluegrass Area Development District
- 7 years as Vice Chairman of the Kentucky Public Service Commission

## Professional Credentials

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

## Professional Organizations

- American Institute of Certified Planners
- American Planning Association – Kentucky Chapter

## Relevant Experience

- Lexington-Fayette Urban County Government- Small Area Plans ( East End, Winburn, Armstrong Mill, Davis Park Community Land Trust)
- Lexington-Fayette Urban County Government, Sustainable Growth Study, Lexington, KY
- KYTC, Newtown Pike Extension/Southend Park Urban Village Plan, Lexington, KY
- Lexington-Fayette Urban County Government, Infill and Redevelopment, Lexington, KY
- Magoffin County Fiscal Court, Comprehensive Economic Development Plan, Magoffin, KY
- Franklin Forward 2040 Comprehensive Plan, Franklin, KY
- Inner City Revitalization Housing Assessment- Hopkinsville, KY
- Lexington-Fayette Urban County Government, Opportunity Zone Report, Lexington, KY



# Ryan Holmes, AICP

Principal | Urban Planner

Mr. Holmes possesses more than 16 years of expertise in land use and regulatory planning. His professional focus lies in master planning, sustainable design, and greenfield redevelopment strategies, with a strong emphasis on community revitalization, enhancing quality of life, and fostering economic development. Throughout his career, he has authored numerous comprehensive

plans, subdivision regulations, zoning ordinances, and other planning and regulatory codes, many of which have been recognized by the Kentucky Chapter of the American Planning Association for their innovative approach to urban and rural land planning standards.

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## Special Qualifications

- Kentucky Workforce Innovation Board Member
- Lexington Industrial Authority Board Member

## Professional Credentials

- Bachelor of Science Business Administration, Finance, University of Louisville
- Master of Business Administration, Real Estate, University of Cincinnati
- Master of Community Planning, Land Use, University of Cincinnati

## Professional Organizations

- American Institute of Certified Planners #29418
- American Planning Association – Kentucky Chapter

## Relevant Experience

- Franklin Forward 2040 Comprehensive Plan, Franklin, KY
- KYTC, Newtown Pike Extension/Southend Park Urban Village Plan, Lexington, KY
- Louisville Metro, Preston Corridor Master Plan, KY
- Louisville Metro, Broadway Master Plan, Louisville, KY
- KYTC, I-65 Corridor Planning Study, Louisville, KY
- Louisville Metro, Louisville Comprehensive Neighborhood Plans, Louisville, KY
- Louisville Muhammad Ali International Airport Master Plan, Louisville, KY
- Town Branch Commons, Lexington, KY





# Adam Klier

PLANNER

## Education

- Bachelor of Science, Urban & Regional Studies, Cornell University
- Associate of Arts, Arabic Language & Culture, Defense Language Institute

## Experience

Adam is a Planner with 7 years of experience in municipal, land use, and regulatory planning. He has worked on projects ranging from urban design for adaptive reuse to open space preservation to drafting sign ordinance. Adam has developed an interest and experience in urban design focused on sustainability, green infrastructure, and multi-modal transportation. He has provided key written communications both for general public engagement and technical reports on projects ranging from multi-use trails to comprehensive plans.

As an EHI team member, Adam has helped facilitate a variety of public input sessions including design charrettes, public input & feedback, stakeholder meetings, and interagency coordination.

## Relevant Experience

- **FAYETTE COUNTY OPPORTUNITY ZONE ANALYSIS**  
LEXINGTON, KENTUCKY

Adam performed extensive demographic analysis and zoning analysis of opportunity zones in Lexington KY. EHI worked with residents, businesses and institutions to analyze and facilitate opportunity zones that promote sustainability and economic development within Fayette County, Kentucky.

- **BOURBON COUNTY MASTER PLAN**  
BOURBON COUNTY, KENTUCKY

Adam provided GIS shape files for zoning and land-use. Produced maps for stakeholders to better understand the future land- use analysis and recommendations.

EHI engaged stakeholders to provide an updated vision of land-use possibilities in and around the Bourbon County area.

- **FAYETTE COUNTY SUSTAINABLE GROWTH STUDY**  
LEXINGTON, KENTUCKY

EHI was tasked with forming a stakeholder engagement plan for the consultation team to determine policy adjustments of the Future Growth Boundary and Exactions program in Lexington, KY.

EHI proved stakeholder engagement through a series of online video calls targeted at local businesses, real estate brokers, environmental groups, agricultural landowners, and government organizations.



# Thomas Benford

PLANNER

## Education

Bachelor of Art, Communication, University of Louisville

## Experience

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

## Relevant Experience

### **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.

### **NEWTOWN PIKE EXTENSION**

Lexington, KY

The newtown pike extension project includes revitalization of the davis bottom neighborhood. Lexington community land trust and the kentucky transportation cabinet are working together to provide affordable housing and commercial development.

### **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.



# Aaron Finley

## Education

- English, MA, Kent State University
- English, BA, Indiana University

## Professional Summary

Aaron specializes in housing research and strategy, workforce development, and community resiliency. Data-driven and goal-oriented, his approach is one of locating gaps and developing solutions. Aaron leads research projects at TPMA with specialized skill in the interpretation of complex data. He is particularly skilled in the transformation of complex challenges into communicable and achievable strategies and outcomes.

Aaron has designed propriety housing research methodology at TPMA, in addition to strategies for alignment of priorities to investment, land use plans, investment options, and innovative partnerships. He recently led Regional Labor & Housing Studies for North Dakota's North Central Planning Commission and is currently leading the Housing Needs Assessment and Policy Development for the City of Northglenn, Colorado, as well as a Housing Needs Assessment and Implementation Plan in St. Lucie County, FL. Aaron has helped to design propriety housing research methodology at TPMA, in addition to strategies for alignment of priorities to investment, land use plans, investment options, and innovative partnerships.





# Erin Brown

## Education

- Economics, MS, University of Maine
- Economics, BS, University of Maine
- Environmental Sciences: Hydrology, BS, University of New Hampshire

## Professional Summary

Erin is a Consultant at TPMA who brings years of experience in research and analyzing quantitative data. Erin's strong quantitative background enables her to use various analytical tools including R, Stata, and ArcGIS.

Prior to joining TPMA, Erin served as a Research Assistant at the Margaret Chase Smith Policy Center, where she developed and wrote technical reports, created visualizations for stakeholders, and analyzed and summarized research reports.

Erin also served as a research assistant for the University of Maine, where she cleaned and analyzed data to study Maine Residents' perceptions of aquaculture, conducted literature reviews, and presented complete research findings to stakeholders at several conferences. Erin's current work at TPMA includes research for Attainable Housing Plans in St. Lucie County and Okaloosa County FL, and an Equitable Economic Development Strategic Plan for DeKalb, IL. She provides data analytics and aggregation on many levels for various additional projects throughout the country.



# Ashley Sharpley

## Education

Business, BS, Indiana University

## Professional Summary

Ashley is a Consultant at TPMA with expertise in research, business economics and public policy analysis. Before joining the firm, Ashley served as Chief of Staff and later as a president for the Indiana Model United Nations. Her responsibilities included fiscal year budgeting, recruiting, and streamlining conference logistics by expanding interlinking data storage and processing systems. Furthermore, she supported the Genetics Biobank as an intern and processed current trial data, utilizing various research and medical databases.

Currently, Ashley is supporting a Housing Report Needs Assessment and Policy Development for the City of Northglenn, CO, a Housing Assessment and Strategy for the City of Fairfax, VA, and a Comprehensive Economic Development Strategy for the Blue Ridge Parkway Region.





**REFERENCE:**

Lexington-Fayette Urban

County Government

Jim Duncan

859.258.3172

**Date of Performance:**

2008-2009

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT HOUSING MARKET STUDY

LEXINGTON, KENTUCKY



EHI was part of the project team that conducted the LFUCG Housing Market Study. The purpose of this study was to identify several key findings related to the provision of housing within Lexington-Fayette County. This included the regional share of housing, net migration of households within the region, income distribution within Lexington's housing market, supply and demand, consumer preferences, redevelopment, and affordable housing issues.

As part of the project team, EHI advised and assisted on all tasks throughout the housing study as well as focused on research of existing affordable housing providers within Lexington-Fayette County, identifying issues related to affordable housing within the Lexington community and developed affordable housing strategies.

This Housing Market Study is to be utilized by Lexington-Fayette Urban County Government to assist with future policy decisions as well as provide information to local agencies and businesses in the area that may have an interest in housing within Lexington and Fayette County.

**REFERENCE:**

Lexington-Fayette Urban

County Government

Division of Planning

Jim Duncan, Planning

Director 859.258.3172

**Date of Performance:**

2014 - Present

**Outcomes:**

APA Kentucky Chapter

Conference (2016)

Suburbia (re)Evaluated

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT SMALL AREA PLANS

LEXINGTON, KENTUCKY



EHI led the team responsible for the development of various small area plans for Lexington’s East End, Armstong Mill West, and Winburn/Russell Cave Neighborhoods, in coordination with Lexington-Fayette Urban County Government. EHI also played a supportive role in the development of the housing analysis component of the Cardinal Valley Small Area Plan.

The small area plans encompassed several neighborhoods with differing socioeconomic conditions and diverse character, as well as mixed housing densities and types.

The plans provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating more livable, connected and sustainable places. The plans’ recommendations developed new sustainable strategies that balanced the market demand for great, walkable, urban places and communities, with the need for jobs, housing, and transportation that are attainable and equitable to everyone.

**REFERENCE:**

Byron Mitchell

President

Lexington Community

Land Trust

**Date of Performance:**

2005 - Present

**Outcomes:**

American Society of

Landscape Architects

Kentucky Chapter Merit

Award

APA Kentucky Chapter

Conference (2017) From

Master Plan to Moving

In: The Newtown Pike

Road Project, Southend

Park Neighborhood,

and the role of the

Community Land Trust

# SOUTHEND PARK URBAN VILLAGE PLAN

## LEXINGTON, KENTUCKY



EHI is the lead Project Planner for the design and implementation of the Southend Park Urban Village Plan. EHI developed the Urban Village Plan for the 25-acre urban neighborhood near downtown Lexington, Ky., that is being impacted by a state highway cutting through this low-income community.

Federal, local and state highway funds of over 40 million dollars are being used for its planning, design, redevelopment and roadway construction.

In addition to a focused neighborhood and public involvement effort. The plan encompasses the examination of economic opportunities, diversity issues, infill development; mixed land use, community gardens open public space development, social capital, neighborhood character development and healthy infrastructure consisting of plans to locate a community park and pedestrian facilities within the neighborhood. The plan also created a Community Land Trust (the first in Kentucky) to be the owner of the land and oversee the current and future redevelopment efforts. EHI is assisting the community Land Trust in drainage design, sidewalk and infrastructure issues related to the residential construction.

The project has been recognized by HUD, the Kentucky Transportation Cabinet and the Federal Highway Administration for its unique public private partnership and the leveraging of resources to address this environmental justice component of the roadway extension.



**REFERENCE:**

Lexington-Fayette Urban

County Government

Craig Bencz

859.258.3430

**Date of Performance:**

2020-2021

# LEXINGTON OPPORTUNITY ZONE

LEXINGTON, KENTUCKY



The role of this project was to supporting the promotion, coordination, and potential management of the Lexington Opportunity Zone program. This entails devising a comprehensive strategy to market the federally designated Opportunity Zone, collaborating closely with local neighborhoods, businesses, and developers to boost the area's visibility. A key emphasis is placed on fostering the adoption of Community Benefit Agreements.

Additionally, EHI outlined an approach for overseeing the Opportunity Zone endeavors on behalf of LFUCG. To ensure alignment with the objectives and actions of the Lexington Neighborhoods in Transition Task Force with

an active and ongoing collaboration. A thorough examination of the Task Force's initiatives was conducted, responding in line with the provided Scope of Work, Expectations, and Recommendations.

EHI was tasked with active participation in economic development initiatives within the Lexington Opportunity Zone, aiming to generate employment opportunities within the zone. This entails engaging both residential and business communities within the zone to identify specific economic development needs. Subsequently, based on insights gathered from these communities, recommendations should be formulated for LFUCG to consider. These recommendations will focus

**REFERENCE:**

Regional Planning

Commision Clarksville,

Tennessee

Jeff Tyndall, AICP

931-645-7448

**Date of Performance:**

2022 - 2023

# RED RIVER NEIGHBORHOOD PLAN

## CLARKSVILLE, TENNESSEE



EHI is responsible for the development of the Red River neighborhood plan for the City of Clarksville, Tennessee. The Red River neighborhood is located adjacent to Austin Peay State University close to nearby downtown Clarksville, Tennessee. The Red River neighborhood is a historically African American neighborhood and is located within the Urban core of the city.

EHI is tasked with developing a planning document that will include several planning elements including future land use, economic development accessibility and connectivity components. EHI proposes to use several planning principles and recommendations along with selected best practices, principles and planning actions to implementation strategies to promote a sustainable, safe and equitable neighborhood.

A major focus of the neighborhood plan will be the land use development component. It will serve as a guide for future development and/or redevelopment within the neighborhood. EHI will use both general and specific site design concepts to enhance the neighborhoods sense of place and connectivity. The plan will also address opportunities to redevelop housing and underutilized commercial properties in and around the neighborhood. While also creating a framework that includes a detailed land use map and analysis of the neighborhood that

# City of Northglenn, CO, Housing Needs

## NORTHGLENN, COLORADO

TPMA has partnered with the City of Northglenn, CO to develop a housing needs assessment with attention to various housing issues and informed by data regarding the housing market (costs, inventory, turnover, projected timelines etc.). The team is helping the city to create policies informed by the assessment, to improve, incentivize, and maintain affordable and workforce housing options. TPMA is proposing concrete policies, recommendations, language, and prioritization to guide the city through development. The Housing Needs Assessment has included a broad range of diverse stakeholder facilitation to gain additional, local insights into the market and interview experts on the topic. The City executed a follow up contract with TPMA to further develop housing policies and strategies. This current engagement provides real-time experience with housing concerns in the greater Denver region.

# Greenville, SC, Affordable Housing Profile & Strategy Assessment and Policy Development

## GREENVILLE, SOUTH CAROLINA

TPMA has partnered with the City of Northglenn, CO to develop a housing needs assessment with attention to various housing issues and informed by data regarding the housing market (costs, inventory, turnover, projected timelines etc.). The team is helping the city to create policies informed by the assessment, to improve, incentivize, and maintain affordable and workforce housing options. TPMA is proposing concrete policies, recommendations, language, and prioritization to guide the city through development. The Housing Needs Assessment has included a broad range of diverse stakeholder facilitation to gain additional, local insights into the market and interview experts on the topic. The City executed a follow up contract with TPMA to further develop housing policies and strategies. This current engagement provides real-time experience with housing concerns in the greater Denver region.



## **Ross County, OH, Affordable Housing**

### ROSS COUNTY, OHIO

The Ross County Community Action Commission, Hope Partnership Project, and Adena Health Systems needed a housing assessment to understand the trends impacting affordable and mix-income housing, zoning, and inclusionary housing ordinances (with special focus on recovery/mental health housing). Over the course of nine (9) months, TPMA performed extensive quantitative and qualitative analysis of the local community, its population demographics, and housing market, and determined significant findings in resident socioeconomics, housing availability, and housing affordability. The final Report can be found here [Affordable Housing Study](#).

## **North Central Planning Commission, ND, Regional Labor & Housing Studies**

TPMA conducted a Regional Labor and Housing Study for the North Central Planning Council (NCPC), funded by the Economic Development Administration through the Supplemental Planning Grant for CARES Act Recovery Assistance. The study required the identification and assessment of the current workforce, an existing housing inventory and trend analysis through socio-economic data collection and analysis, a market rate and rental housing demand analysis, and extensive stakeholder engagement with up to 60 individual interviews conducted with housing market and real estate leaders and prominent community members. This information formed the basis for two final reports presented to NCPC with recommendations for future positive long-term impact in improving housing and labor needs. Read the 2021 final report [here](#).

## AMERICAN RESCUE PLAN ACT

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

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

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*



- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature

8/30/2023

Date



## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_ Thomas Benford \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Thomas Benford

STATE OF Kentucky

COUNTY OF Jefferson

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

by Thomas Benford on this the 30 day

of August, 2023

My Commission expires: 7/13/2024



Nadia S. Herbst-McConnell ID KY NP 10654  
NOTARY PUBLIC, STATE AT LARGE

# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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



Bidders

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

  
\_\_\_\_\_  
Signature

EHI Consultants  
\_\_\_\_\_  
Name of Business









**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #** 35-2023

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 Central Procurement for approval immediately.

**Failure to submit a completed form may cause rejection of the bid.**

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

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

EHI Consultants

Ed Holmes

**Company**

**Company Representative**

8/30/2023

President

**Date**

**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference #** 35-2023

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 Central 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.

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

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

EHI Consultants

\_\_\_\_\_  
**Company**

8/30/2023

\_\_\_\_\_  
**Date**

Ed Holmes

\_\_\_\_\_  
**Company Representative**

President

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** 35-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> EHI Consultants	<b>Contact Person</b> Ed Holmes
<b>Address/Phone/Email</b> 333 W. Vine St., Suite 300, Lexington, KY 40507 859-425-4881 Holmes@ehiconsultants.com	<b>Bid Package / Bid Date</b> RFP# 35-2023 8/30/2023

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

EHI Consultants \_\_\_\_\_

**Company**

8/30/2023 \_\_\_\_\_

**Date**

Ed Holmes \_\_\_\_\_

**Company Representative**

President \_\_\_\_\_

**Title**



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 35-2023

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b> Affordable Housing Needs Analysis RFP#35-2023	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b> EHI Consultants	<b>Address:</b> 333 W. Vine Street, Suite 300, Lexington, KY 40507
<b>Federal Tax ID:</b> 61-1277458	<b>Contact Person:</b> Ed Holmes

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

EHI Consultants \_\_\_\_\_

Ed Holmes \_\_\_\_\_

**Company**

**Company Representative**

8/30/2023 \_\_\_\_\_

Presidents \_\_\_\_\_

**Date**

**Title**



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP# 35-2023

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Procurement Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

EHI Consultants  
\_\_\_\_\_  
**Company**  
8/30/2023

Ed Holmes  
\_\_\_\_\_  
**Company Representative**  
President

Date

Title

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;



- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the procurement 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 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

8/30/2023  
\_\_\_\_\_  
Date