

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of May 26, 2026, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and TUNNEL, SPANGLER, WALSH & ASSOCIATES INC. (**CONSULTANT**).

**WHEREAS, OWNER** intends to proceed with the Unified Development Code (UDC) in Lexington, Kentucky as described in the attached Request for Proposal document; and

**WHEREAS**, the requested services are to include professional planning and analysis services for the city as contemplated in the **OWNER's** Request for Proposal No. 2-2026.

**WHEREAS, CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 2-2026.

**WHEREFORE, OWNER** and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

### SECTION 1 - BASIC SERVICES OF CONSULTANT

**CONSULTANT** shall perform professional services as hereinafter stated, which shall include development of the Unified Development Code (UDC).

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 2-2026 (Exhibit "A"); Consultant's Response dated February 18, 2026 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 2-2026 (Exhibit "A"), and Consultant's Response dated February 18, 2026 (Exhibit "B").

After written authorization to proceed with the **PROJECT**, **CONSULTANT** shall:

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

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 2-2026 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

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

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

## **SECTION 4 - PERIOD OF SERVICES**

- 4.1. CONSULTANT shall commence services no later than June 1, 2026, shall finalize Project deliverables on or before May 31, 2027, and Project completion on or before June 30, 2027.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for CONSULTANT'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services of CONSULTANT**

#### **5.1.1 For Basic Services.**

OWNER shall pay CONSULTANT for services rendered a fee not exceeding \$250,000. The CONSULTANT will provide services as outlined in this Agreement.

### **5.2 Times of Payment.**

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from CONSULTANT specifying that the services have been performed, accompanied by data satisfactory to OWNER to document entitlement to payment for the services performed to date. OWNER shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. OWNER reserves the right to refuse payment if it is determined by OWNER that the services performed, or materials provided for the services are inadequate or defective.

**5.2. Other Provisions Concerning Payments.**

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

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

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

**SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

**6.1. Termination**

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

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

**6.2. Ownership and Reuse of Documents.**

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

**6.3. Legal Responsibilities and Legal Relations.**

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

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or

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

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

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

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

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

#### **6.5. Disputes.**

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

#### **6.6. Security Clause.**

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

**6.7. Access to Records.**

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

**6.8. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 2-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):**

Signature:   
LINDA GORTON, MAYOR

Date: May 26, 2026

**CONSULTANT (TUNNELL, SPANGLER, WALSH & ASSOCIATES INC):**

Signature:   
CALEB P. RACICOT

Printed Name: \_\_\_\_\_

Position: PRINCIPAL, SECRETARY

Date: 05/21/2026



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2026 Development of Unified Development Code (UDC)** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 19, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

#### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

#### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

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

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

#### **SELECTION CRITERIA:**

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs. 35 Points
2. The clarity and professionalism of the proposal. 10 Points
3. Related experience and knowledge of the firm/team with similar projects comparable in type, size, and complexity. 20 Points
4. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. 15 Points
5. Demonstrated the capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response. 10 Points
6. Pricing approach related to the tasks listed. 10 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions regarding this RFP shall be addressed through:**  
<https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

## AFFIDAVIT

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
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.*

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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*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

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

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



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # \_\_\_\_\_

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSE 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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LEXINGTON**

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit 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 review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

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

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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

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

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

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

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

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

(Click or tap here to enter text.)

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

Yes  No

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

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

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

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

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

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

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

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

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

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

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.

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

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

\_\_\_\_\_  
**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 purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

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

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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

## Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**RFP 2-2026 Development  
of a Unified Development  
Code**

**Lexington-Fayette Urban County  
Government Request for Proposals**

**Division of Planning  
101 E. Vine St.  
Lexington, KY 40507**

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## Project Background and Description

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to develop a Unified Development Code (UDC).

This RFP is to assess LFUCG's Zoning Ordinance, Land Subdivision Regulations, Code of Ordinances, and any other documents, and to develop a comprehensive Unified Development Code (UDC). The consultant will be expected to work closely with and be responsive to a Unified Development Code Work Group (UDCWG) consisting of LFUCG staff, and with the Planning Commission on developing a process that will result in the creation of an effective Unified Development Code. This will involve holding working meetings with and educating the City Council, Planning Commission, staff, developers, other stakeholders, and the general public about why the UDC is necessary, how the changes will benefit the city, and the process for developing and implementing the UDC.

The primary objective of the UDC is to be one of the city's tools used to implement Imagine Lexington 2045, the community's comprehensive plan. The plan focuses on how to accommodate and manage the urban growth that the region is experiencing while maintaining Lexington's exceptional quality of life through its history, cultural identity, environment, geography, architecture, and natural resources.

Link to City of Lexington's Comprehensive Plan: [Imagine Lexington 2045 | City of Lexington, Kentucky](#)

### Questions

All inquiries regarding this Request for Proposals should be directed to:

<https://lexingtonky.ionwave.net>

## **Submission**

**A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:**

**A brief history and the firm's experience working with local municipalities on similar planning efforts, as well as details about the consulting firm or firms on the team.**

**The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.**

**Why your team is best suited to develop the Unified Development Code. What unique ideas or experience does your team bring to the table?**

**Examples of projects within the last five (5) years of similar scope performed by the personnel that will be assigned to the project. Include project references.**

**Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.**

**NO PROPOSALS WILL BE ACCEPTED PAST THE DEADLINE.**

## Scope of Work

### A. Goals / Objectives of the Project and the Unified Development Code

The City's new Unified Development Code should feature the following:

- A user-friendly format accessible and understandable by a wide variety of audiences.
- Inclusion of innovative and user-friendly diagrams, graphics, photographs, and tables to complement and minimize narrative. Planning Staff will work with the consultant to identify sections that need graphical presentations.
- Consistency of, and appropriate references to all associated regulations within Kentucky Revised Statutes, as well as applicable federal statutes, pertaining to zoning, land use, signage, subdivision, environmental protection, permitting, administration, appeals/variances, special uses and enforcement. A Kentucky licensed attorney with land use subject matter expertise should be part of the working consultant team to provide a legal review and ensure compliance with applicable law and regulations.
- Review existing definitions and create those that have been missing from existing regulations or from the development of this project.
- Staff will lead the formal adoption process with the Planning Commission and governing bodies, but expect the consultant to be in attendance to co-present, to provide expertise and presentation materials, and to respond to and incorporate feedback received, etc.

### B. Major Tasks

- Create a project plan and provide project management based on the Scope of Work including a clear schedule of deliverables, resource allocation, and budget for:
  1. Evaluation of the City's Zoning Ordinance, Land Subdivision Regulations, Code of Ordinances, guiding and reference documents, data, etc;
  2. Creation of an inventory of UDC best practices from cities comparable in size or larger than Lexington, along with what is typically included within a Unified Development Code;

3. Identification of potential solutions and approaches to make the regulations and review processes more responsive to current development practices and emerging trends;
4. Development of a draft Unified Development Code for comments and endorsement, and adoption of a final Unified Development Code.
  - A. Create a list of existing Code of Ordinance references that will need to be updated;
  - B. Identify and describe suggestions for future amendments to the Unified Development Code and any/all documents that need to be updated and/or included in the Unified Development Code in future updates;
  - C. Review existing design standards contained within the existing Zoning Ordinance for potential updates:
    - i. Article 12 Commercial Corridor Zone;
    - ii. Article 15 Infill and Redevelopment provisions;
    - iii. Article 28 Mixed Use Zoning Classifications.
  - D. Develop and include a use table for permitted and conditional uses.
- Provide summaries for all meetings along with ongoing updates as needed/requested to keep all parties up to date with the UDC topics and processes.
- Conduct meetings and/or presentations at major milestones in the project, and at minimum, provide presentations and presentation materials on the following:
  1. Meet with Planning Staff and Unified Development Code Work Group (UDCWG);
  2. Project kick-off meeting to provide an overview of the Unified Development Code development process;
  3. Presentation to the Planning Commission at two work sessions;
  4. Presentation to the Planning Commission at a public hearing;
  5. Presentation to the Urban County Council at a work session or committee meeting;
  6. Presentation to the Urban County Council at a public hearing (if needed);

7. Provide instruction and training on how to use the Unified Development Code;
  8. Follow-up and update to staff and the UDCWG.
- Provide monthly status reports and invoices on project progress for internal review and evaluation.

### C. Expected Deliverables

The following deliverables are expected to be provided to planning staff and the Planning Commission, and the City will work with the selected consultant to finalize tasks necessary to achieve project expectations:

- Submit a draft Unified Development Code: Any data generated over the course of the project, and all final documents, in a file format that the City has the ability to review and amend for submission to the consultant to update for preparation of a final Unified Development Code. Coordinate with the Council Clerk's office to ensure deliverables meet standards necessary for publication on adopted platforms.
- Complete a final draft Unified Development Code through adoption: Final design files should include all sections of the code, should be simple to update over the life of the code, and should not be dependent on specialized software of third-party platforms. This includes any text and graphic files (i.e. illustrations, graphics, flowcharts, dashboards, tables, etc.), which, at minimum, should be provided in the following formats:
  1. Word Document that is editable and able to be hosted on the City's website.
  2. Two (2) printed copies.
  3. Detailed guides that explain to the public how to navigate the Unified Development Code and any/all appendixes.
  4. The City of Lexington shall be provided with sole property rights to all electronic originals.
- The overall Unified Development Code process will be complete when it is adopted by the City Council; however, if any edits are included with the adoption of the Unified Development Code, the process is complete when an updated version is provided to staff following the code's adoption.
  1. Initial draft to staff and UDCWG
  2. Second draft review (if needed) to staff and UDCWG

3. Draft presented to Planning Commission Work Session
4. Final draft review with staff and UDCWG
5. Presentation of Final Draft at Planning Commission Work Session
6. Text Amendment final draft Public Hearing at Planning Commission
7. Text Amendment final draft Public Hearing at Urban County Council

## **Selection Criteria**

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

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation.

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

The following criteria will be used for the evaluation:

Criteria	Score
Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs.	35 Points
The clarity and professionalism of the proposal.	10 Points
Related experience and knowledge of the firm/team with similar projects comparable in type, size, and complexity.	20 Points
The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules.	15 Points
Demonstrated the capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response.	10 Points
Pricing approach related to the tasks listed.	10 Points

**REQUEST FOR PROPOSALS**  
**DUE: FEBRUARY 19, 2026**

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



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



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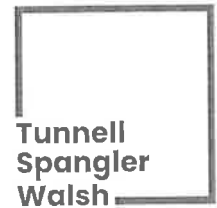
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SECTION 1:

# Cover Letter



February 18, 2026

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

Dear Selection Committee,

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

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

Additional project team members include:

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

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

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

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

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

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## SECTION 1: **COVER LETTER**

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

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

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

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

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

Respectfully,



Caleb Racicot, AICP, LEED AP  
Project Manager  
1447 Peachtree St. NE, Suite 850  
Atlanta, GA 30309  
Phone: 470.751.2430  
cracicot@tsw-design.com



Samantha Castro, AICP  
Assistant Project Manager  
110 West Vine Street, Suite 300  
Lexington, KY 40507  
Phone: 859.317.5585  
scastro@tsw-design.com

Enclosure:

# Team Qualifications

## Team Overview

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

The Atlanta and Lexington offices of **Tunnell, Spangler, Walsh & Associates** will manage the project and provide core services including coding, strategy, design, and overall project coordination. **Code Studio's** Atlanta and Austin offices will work closely with our team to provide additional support in coding, strategy, and graphics. Our firms have partnered in similar roles for two decades and maintain a strong, well-established working relationship.

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

The following is an overview of specific firms.



### **TUNNELL, SPANGLER, WALSH & ASSOCIATES** [www.tsw-design.com](http://www.tsw-design.com)

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

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

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

This perspective also informs our commitment

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

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## SECTION 2: TEAM QUALIFICATIONS

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

### CODE STUDIO

[www.code-studio.com](http://www.code-studio.com)

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

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



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

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

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

### EHI CONSULTANTS

[www.ehiconsultants.com](http://www.ehiconsultants.com)

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

EHI believes in a community engagement process



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## SECTION 2: TEAM QUALIFICATIONS

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

### **FROST BROWN TODD LLP**

[www.frostbrowntodd.com](http://www.frostbrowntodd.com)

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

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

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

## SECTION 2: TEAM QUALIFICATIONS

### Team Experience

#### Atlanta Zoning 2.0

Atlanta, GA

##### KEY PERSONNEL

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

##### CLIENT REFERENCE

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

##### DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

##### NONCONFORMING FORM

**Lot Size** — Over 90% of all form-related nonconformities involved below-minimum lot size.

**Lot Coverage**

**FAR**



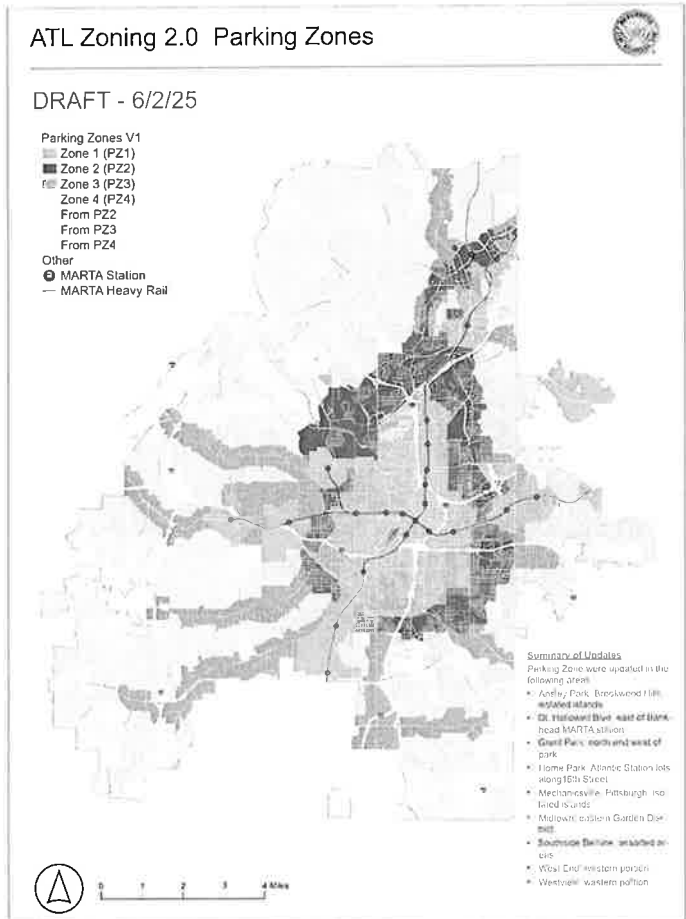
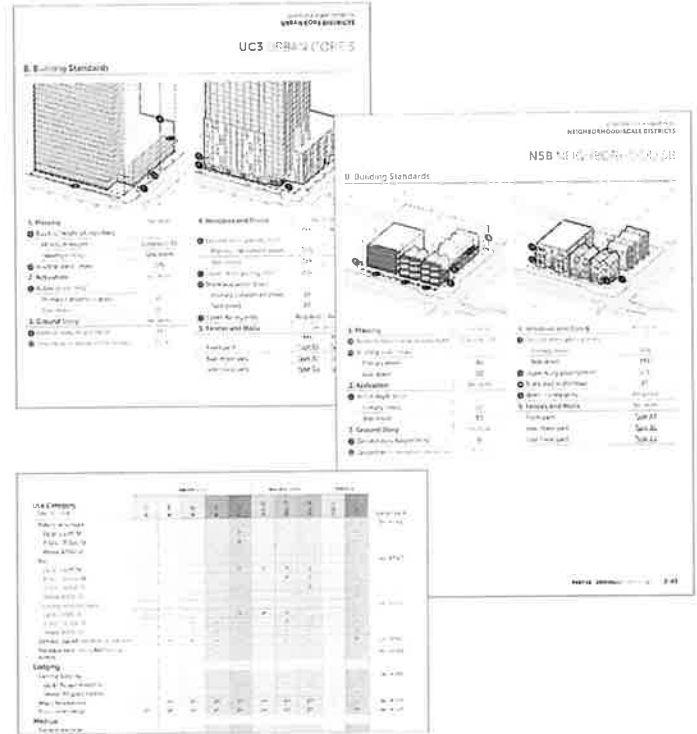
## SECTION 2: TEAM QUALIFICATIONS

all commercial and mixed-use areas. It also establishes more middle-housing districts that can be applied in neighborhoods.

- » **Streamlined Entitlement.** The draft reduces discretionary reviews and introduces citywide administrative relief – within limits – to simplify approvals and provide more predictability.
- » **Contextual Urban Design.** It establishes strong urban design standards without being too prescriptive. This respects the unique character of Atlanta’s 242 recognized neighborhoods.
- » **Modernized Use Terms.** It updates, clarifies, and standardizes use definitions and standards, including for controversial or emerging uses such as data centers, self-storage, vaping and hookah establishments, fuel sales, nightclubs/ lounges, bars, and others. It also allows low-impact industrial uses in more areas.
- » **Incentive-Based Outcomes.** The code uses incentives to advance priorities that the City cannot mandate under Georgia law, including affordable housing, inter-parcel access, small commercial spaces, open space preservation, and higher-density development near transit.
- » **Updated Transfer of Development Rights.** The ordinance is modernized to benefit owners of designated historic sites by allowing them to transfer density off-site via Special Use Permit. Conflicts between sending and receiving sites related to height or density are eliminated.
- » **Political and Practical Awareness.** Atlanta Zoning 2.0 is written with an understanding of what is politically achievable today, while preserving the flexibility to accommodate future policy shifts. Form and use standards can be applied in a localized manner, consistent with Atlanta’s longstanding tradition of council district courtesy in land-use decisions. At the same time, the code raises the bar and standardizes all other zoning standards citywide.

This approach allows roughly 65% of the city’s land area to transition immediately to innovative mixed-neighborhood or mixed-use zoning, while allowing the remaining 35% to retain single-family zoning.

The code begins adoption in February 2026. The current draft has broad support from neighborhoods, the business community, and elected officials.



## SECTION 2: TEAM QUALIFICATIONS

# Dunwoody Code Updates

Dunwoody, GA

### KEY PERSONNEL

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

### CLIENT REFERENCE

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

### DESCRIPTION

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

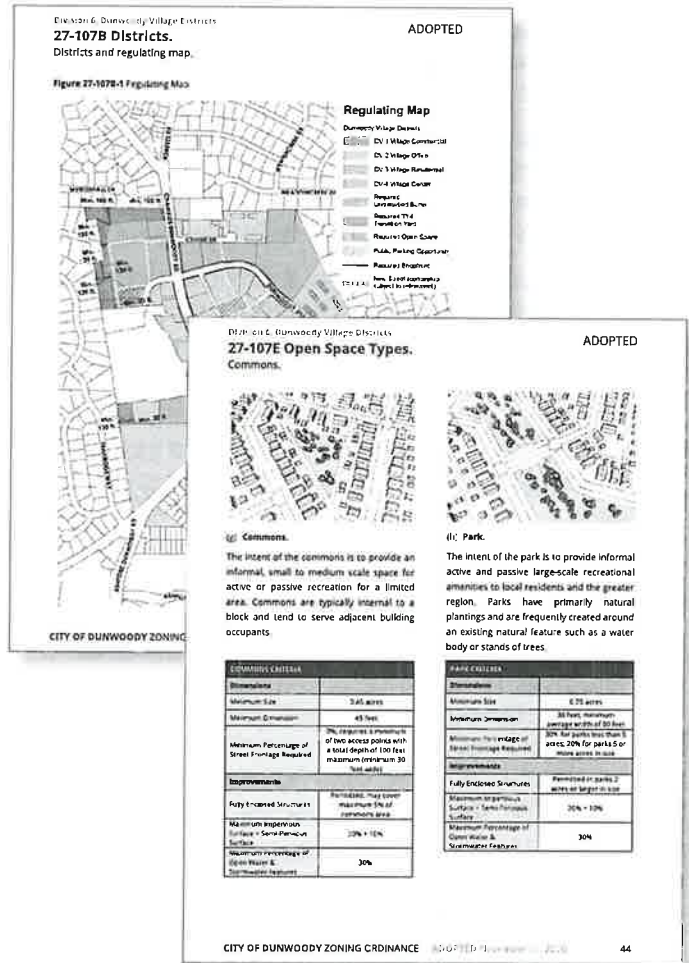
- » The **Dunwoody Village Master Plan and Code**, which envisioned transforming a series of aging shopping centers into a walkable, mixed-use town center and ultimately produced a form-based code to implement that vision; and
- » The **Dunwoody Sign Ordinance Update**, which engaged stakeholders to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

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

Key aspects of the draft UDC include:

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

The first full public draft is anticipated in April 2026.



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



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

## SECTION 2: TEAM QUALIFICATIONS

# ST. LOUIS, MISSOURI

## COMPREHENSIVE ZONING CODE

### 2025 - PRESENT

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

**Key Personnel**  
Colin Scarff, Principal-in-Charge

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

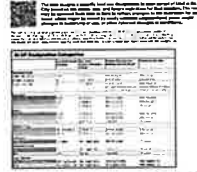
Code Studio is leading a major effort to overhaul the zoning code for the City St. Louis—its first full revision in approximately 70 years. Dubbed the “ZOUP” (ZONing UPgrade), the project follows immediately on the heels of the SLUP (Strategic Land Use Plan), approved in 2025. Code Studio served as a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

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

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

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

### 2025 Strategic Land Use Plan of the Comprehensive Plan



### RESPONDING TO A LEGACY OF INJUSTICE AND MISTRUST

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

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



## SECTION 2: TEAM QUALIFICATIONS

# DETROIT, MICHIGAN

## ZONING ORDINANCE UPDATE

### 2021- Present

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

### Key Personnel

Colin Scarff, Principal-in-Charge

### Code Studio (Lead)

Utile  
Interboro  
MKSK

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

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



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



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

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



Community members playing *The Zoning Game*.



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

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

## SECTION 2: TEAM QUALIFICATIONS

# CHARLOTTESVILLE, VA

## DEVELOPMENT CODE UPDATE

### ADOPTED 2023

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

### Key Personnel

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

### Rhodeside & Harwell (Lead)

Code Studio  
HR&A  
Brick & Story

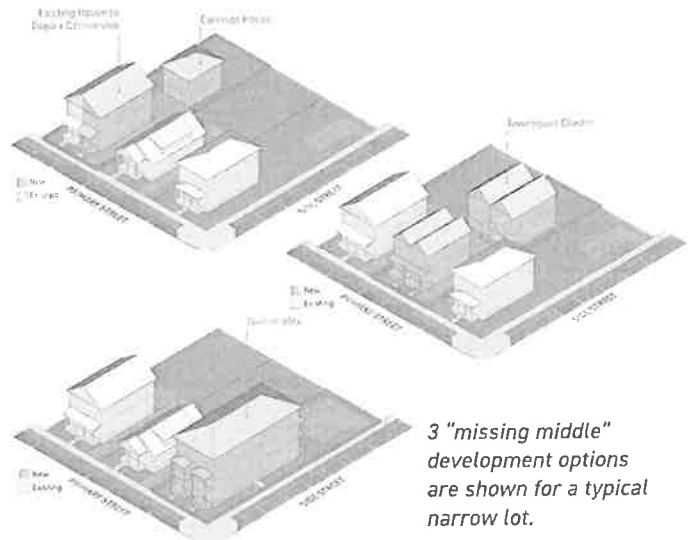
In 2021, the City of Charlottesville adopted a pivotal Comprehensive Plan update, focused on equity and affordability. Immediately following this two-year effort, Code Studio was tasked with updating the City's Zoning Ordinance to implement the new vision and goals of the plan. Code Studio worked with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

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

**Website:** [cvilleplanstogether.com](http://cvilleplanstogether.com)

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

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



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

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



SECTION 2: TEAM QUALIFICATIONS

# RICHMOND, VIRGINIA

## COMPREHENSIVE ZONING CODE UPDATE

### 2024 - PRESENT

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

#### Key Personnel

Colin Scarff, Principal-in-Charge

#### Code Studio (Lead)

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

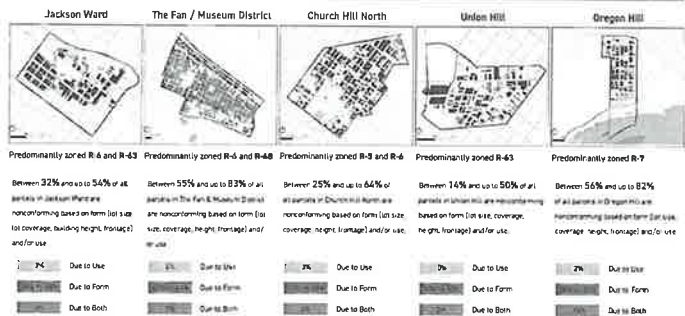
Code Studio was hired to lead Richmond's "Code Refresh," which will see a complete overhaul of the city's 1970s-era zoning ordinance. In addition to its age and lack of alignment with the Richmond 300 comprehensive plan, problems with the current code included a reliance on suburban standards that left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

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

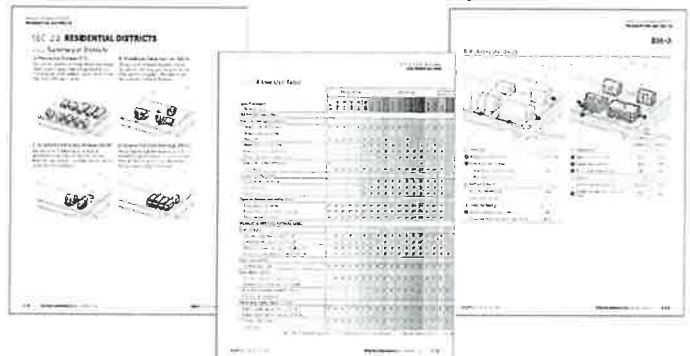
The final product will be a illustrated and accessible new code that emphasizes by-right development, "legalizes" Richmond's urban neighborhoods and provides stronger regulation of development in the annexed territory.

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

#### REPRESENTATIVE NEIGHBORHOODS NONCONFORMITIES

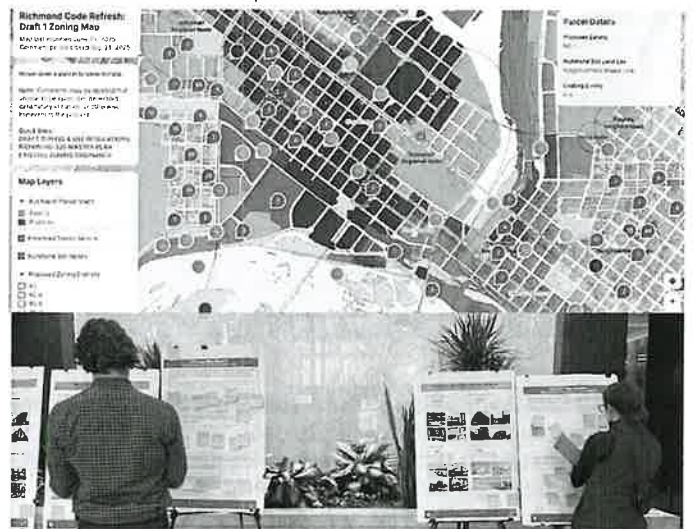


**ILLUSTRATED AND ACCESSIBLE CODE DOCUMENT:** Below are images from the draft code document (Nov. 2025) depicting Code Studio's use of illustrations and easily readable tables.



#### ROBUST ENGAGEMENT PROCESS INCLUDING INTERACTIVE DRAFT MAPPING:

To better collect public feedback on the draft zoning map, Code Studio worked with an app developer to prepare an interactive tool that could collect comments down to the individual parcel level.



## SECTION 2: TEAM QUALIFICATIONS

# LOS ANGELES, CA

MULTIPLE PROJECTS

### 2013 - Present

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

### Key Personnel

Colin Scarff, Principal-in-Charge

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

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

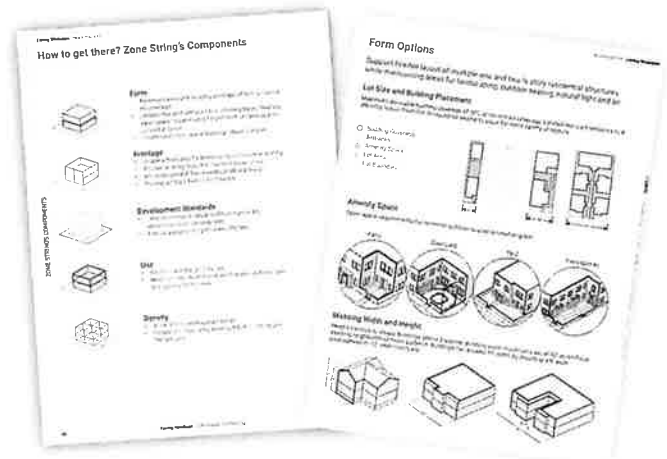
In 2024, the City of Los Angeles adopted a comprehensive update to its 1946 Zoning Code. As part of this effort, Code Studio worked with City staff on several key components, including the creation of 16 customized single-family typologies to guide compatible infill; the development of a tailored code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

### Zoning Handbook Code Studio (Lead)

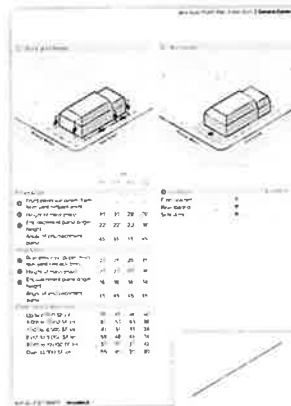
To support implementation of the newly adopted zoning ordinance, Code Studio partnered with the City to develop a clear, visually compelling handbook that communicates the ordinance's most significant changes and opportunities. The handbook turns complex regulations into accessible narratives, and illustrates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

## ZONING HANDBOOK- ZONING ELEMENTS EXPLAINED

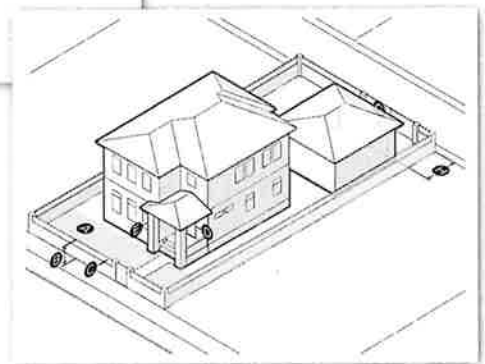
Within the Handbook, elements of the zoning system are broken down and explained through simple, easy-to-read diagrams that also highlight the innovations the new code enables or streamlines.



## RE:CODE LA- SINGLE-FAMILY ZONING



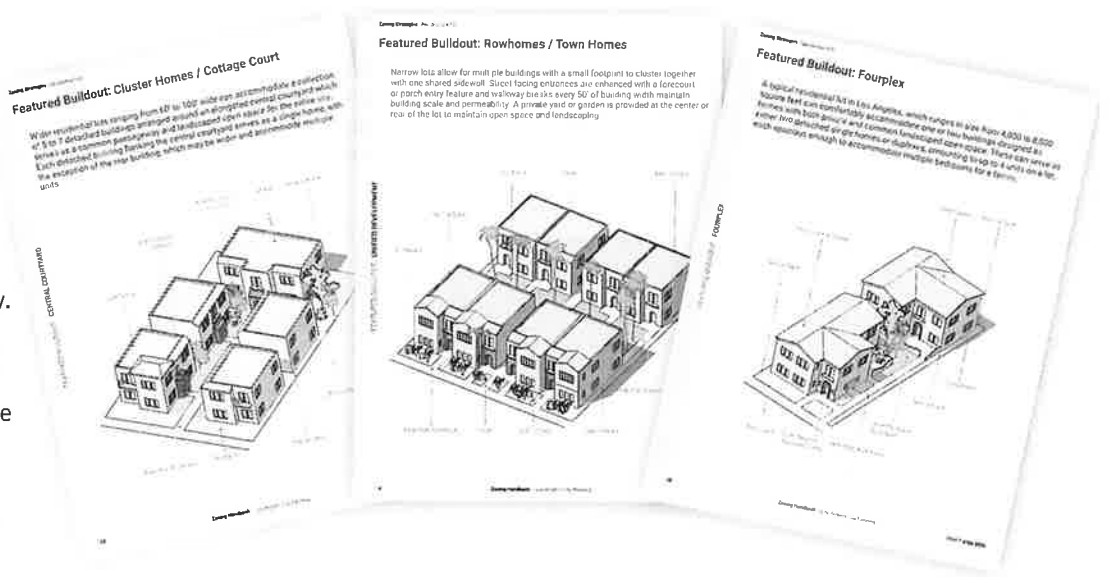
16 Variations of single family zones were developed to provide a substantial level of customization during the community planning process. New form-based regulations prescribe building coverage, building placement, bulk and mass, and frontage activation.



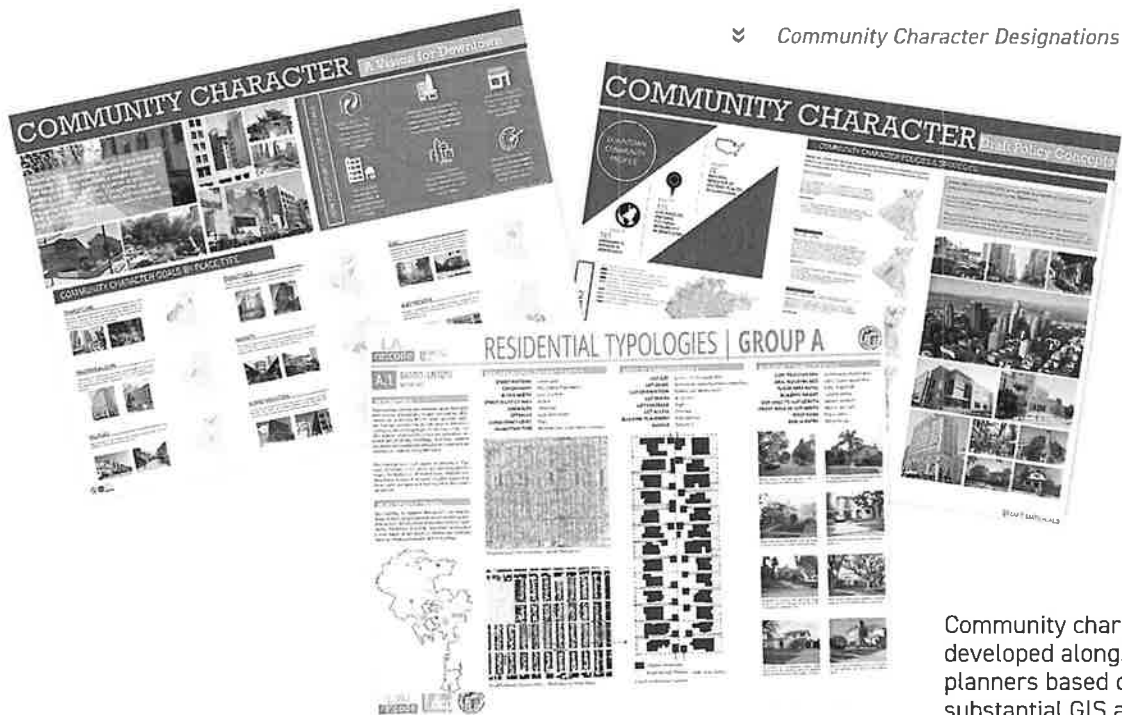
## SECTION 2: TEAM QUALIFICATIONS

### ZONING HANDBOOK- FEATURED BUILDOUTS: ILLUSTRATING INNOVATIONS

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



### RE:CODE LA- COMMUNITY CHARACTER STUDIES



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

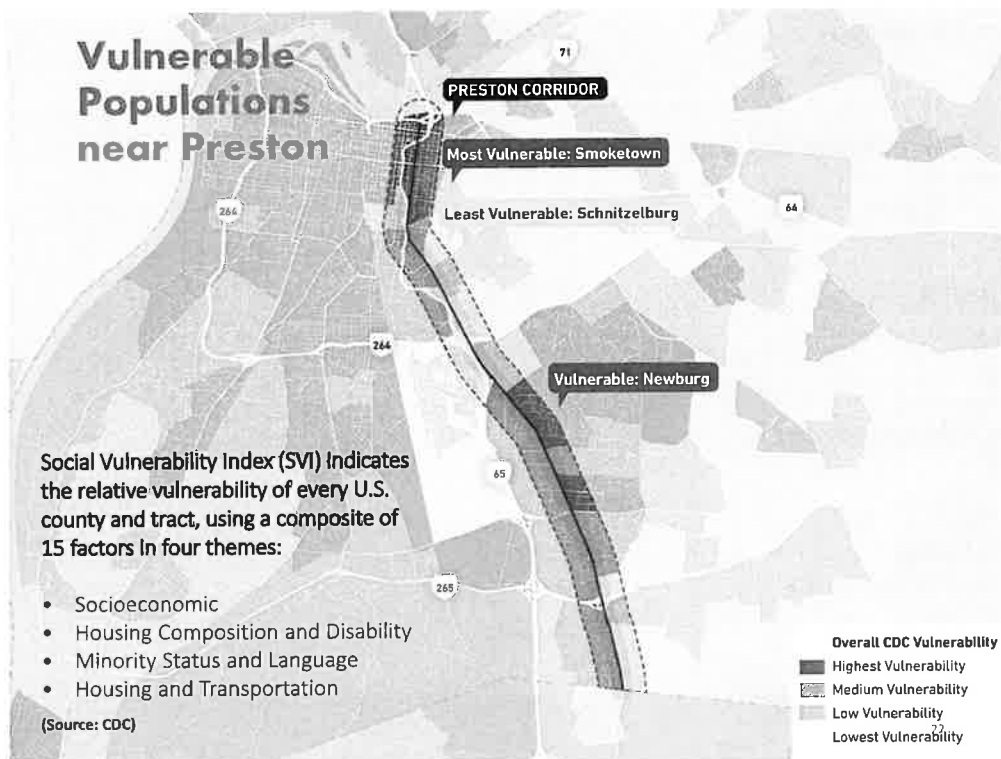
## SECTION 2: TEAM QUALIFICATIONS

# PRESTON CORRIDOR MASTER PLAN

## LOUISVILLE, KENTUCKY

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

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



### CLIENT REFERENCE:

Louisville Metro  
Office of Advanced Planning and Sustainability

Mike King  
502.574.0032

Date of Performance: 2020-Present



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## SECTION 2: TEAM QUALIFICATIONS

### Client References

#### TUNNELL, SPANGLER, WALSH & ASSOCIATES

- » Keyetta Holmes, AICP  
Director, Office of Zoning and Development  
City of Atlanta, GA  
kmholmes@atlantaga.gov  
404.330.6145
  
- » Richard McLeod  
Community Development Director  
City of Dunwoody, GA  
richard.mcleod@dunwoodyga.gov  
678.382.6802

#### CODE STUDIO

- » James Freas  
Deputy City Manager  
City of Charlottesville, NC  
freasj@charlottesville.gov  
434.970.3182
  
- » Don Roe  
Planning and Urban Design Agency  
City of St. Louis, MO  
roed@stlouis-mo.gov  
314.657.3848

#### EHI CONSULTANTS

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



SECTION 3:

# Organization Chart

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

**PROJECT MANAGEMENT**

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

*An asterisk (\*) indicates a supporting role.*

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

## OTHER SUBJECT MATTER EXPERTS

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

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

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

SECTION 4:

# Staff Qualifications

## Staff Commitment

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

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

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

## Resumes

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



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



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



## SECTION 4: STAFF QUALIFICATIONS



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

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

#### **Education**

2001 Master of City Planning  
Georgia Institute of Technology

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

#### **Professional Status**

- American Institute of Certified Planners
- LEED Accredited Professional

#### **Professional Affiliations**

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

#### **Awards**

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



#### **REPRESENTATIVE PROJECTS**

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

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

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

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

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

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

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

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

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

## SECTION 4: STAFF QUALIFICATIONS



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

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

#### **Education**

2005 Master of Landscape Architecture and Regional Planning  
University of Pennsylvania

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

#### **Professional Status**

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

#### **Professional Affiliations**

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

#### **Awards**

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



#### **WORK EXPERIENCE**

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

#### **REPRESENTATIVE PROJECTS**

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

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

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

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

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

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

\* Completed while with the Lexington-Fayette Urban County Government

## SECTION 4: STAFF QUALIFICATIONS



### André Myers, AICP

#### CODE WRITER, HISTORIC PRESERVATIONIST

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

#### Education

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

#### Professional Status

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

#### Professional Affiliations

- American Institute of Certified Planners

#### Awards

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



#### WORK EXPERIENCE

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

#### REPRESENTATIVE PROJECTS

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

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

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

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

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

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

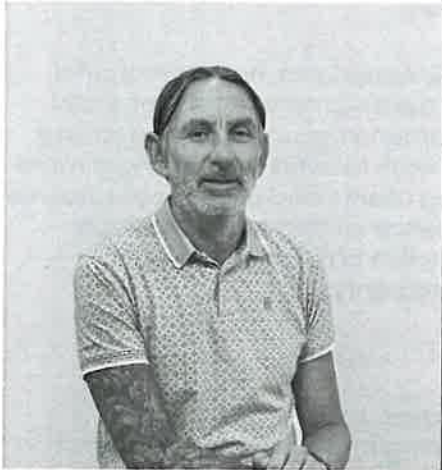
**City of Twinsburg Zoning Ordinance\*** (Twinsburg, OH) - Project manager for rewriting the zoning ordinance and reorganizing related pieces of the City's code of ordinances. This project included extensive public engagement and a diagnostic analysis of the client's existing development ordinances.

\* Completed while with another firm

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## SECTION 4: STAFF QUALIFICATIONS

### COLIN SCARFF



#### EDUCATION

Master of Community  
& Regional Planning  
University of Texas at Austin

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

### CODE STUDIO FOUNDING PRINCIPAL

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

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

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

### RECENT EXPERIENCE

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

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

CODE STUDIO

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## SECTION 4: STAFF QUALIFICATIONS

### CHRISTY DODSON, AICP



#### EDUCATION

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

Bachelor of Science in Architecture  
Georgia Institute of Technology

### CODE STUDIO ASSOCIATE PRINCIPAL

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

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

#### RECENT EXPERIENCE

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

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

CODE STUDIO

## SECTION 4: STAFF QUALIFICATIONS



### RYAN HOLMES, AICP - PLANNER

#### EDUCATION

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

#### EXPERIENCE

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

### ELIZABETHTOWN COMPREHENSIVE PLAN ELIZABETHTOWN, KENTUCKY

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



### FRANKLIN KENTUCKY COMPREHENSIVE PLAN LOUISVILLE, KENTUCKY

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



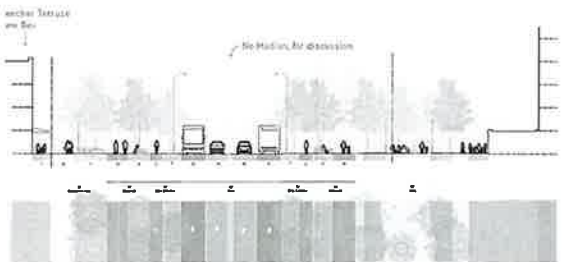
### 9TH STREET CORRIDOR PLAN LOUISVILLE, KENTUCKY

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

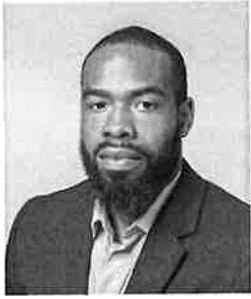


### BROADWAY MASTER PLAN LOUISVILLE, KY

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



## SECTION 4: STAFF QUALIFICATIONS



**THOMAS BENFORD - PLANNER**

### EDUCATION

Bachelor of Art, Communication, University of Louisville

### EXPERIENCE

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

### OHIO RIVER BRIDGES PROJECT KENTUCKY AND INDIANA

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



### SHERMAN MINTON BRIDGE RENEWAL KENTUCKY AND INDIANA

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



### PRESTON CORRIDOR MASTER PLAN LOUISVILLE, KY

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



### LOUISVILLE COMPREHENSIVE NEIGHBORHOOD PLANS LOUISVILLE, KENTUCKY

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



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## SECTION 4: STAFF QUALIFICATIONS



### DONALD L. WARNER III

Land Use and Economic Development Partner | Cincinnati, OH and Florence, KY  
513.651.6939 | [dwarner@fbtlaw.com](mailto:dwarner@fbtlaw.com)

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

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

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

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

# Understanding and Approach

## Understanding

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

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

### **A MODERN APPROACH TO CODING**

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



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

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

### **A USER-FRIENDLY CODE**

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

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

### **ATTAINABLE HOUSING**

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

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

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## SECTION 5: UNDERSTANDING & APPROACH

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

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

### EQUITY

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

### ECONOMIC OPPORTUNITY

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

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

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

### ENVIRONMENTAL RESILIENCY

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

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

### BUILT OUTCOMES

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

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

## SECTION 5: UNDERSTANDING & APPROACH

### Project Approach

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

#### IMAGINE LEXINGTON 2045

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

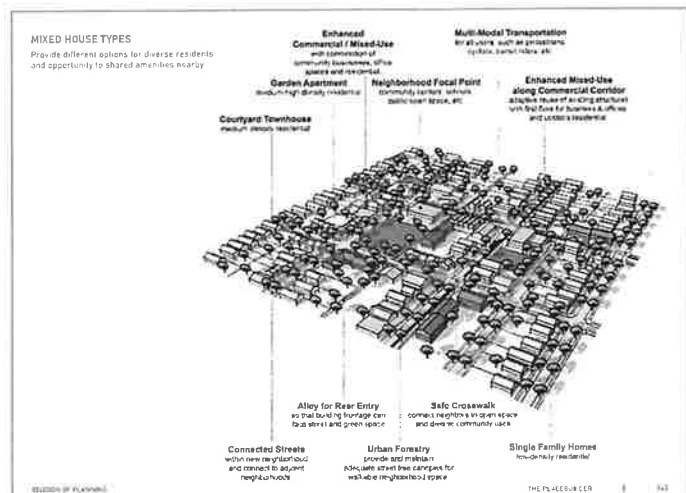
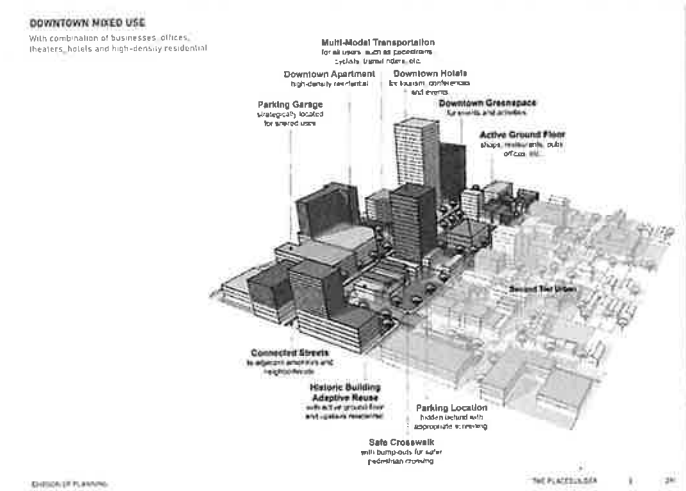
- » Growing successful neighborhoods
- » Protecting the environment
- » Creating jobs & prosperity
- » Improving a desirable community
- » Urban & rural balance
- » Implementing the plan

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

#### “FORM-FORWARD” ZONING

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

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



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

## SECTION 5: UNDERSTANDING & APPROACH

### CLEAR AND ACCESSIBLE

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

### FLEXIBLE WHERE NEEDED, AND LEGALLY SOUND

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

### REALISTIC APPROACH

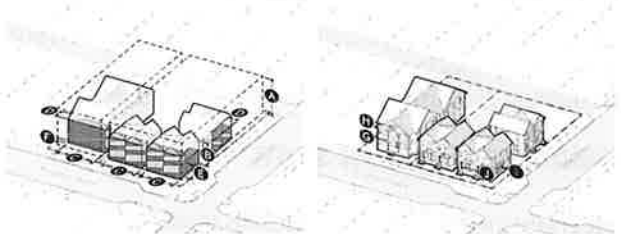
Closely related to the above point, we believe codes must take a realistic, Lexington-specific approach to development. When a community seeks to achieve particular outcomes — such as increased housing affordability or stronger economic development — it is essential to understand the likelihood that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

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

CHAPTER 2 FORM DISTRICTS  
NEIGHBORHOOD-SCALE DISTRICTS

### NSA NEIGHBORHOOD 5A

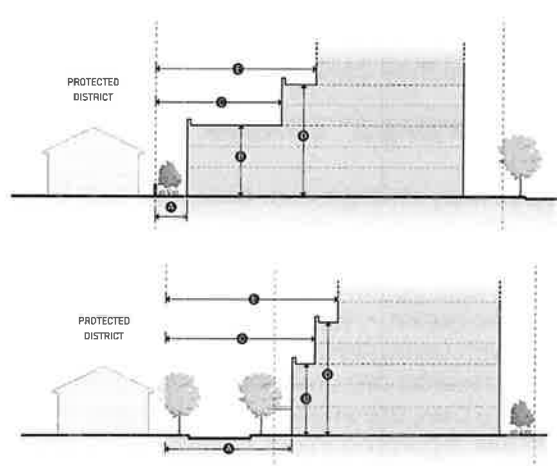
**B. Building Standards**



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

CHAPTER 6 DEVELOPMENT STANDARDS  
TRANSITIONS AND LANDSCAPING

### TRANSITION TYPE C



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

## SECTION 5: UNDERSTANDING & APPROACH

### EMPHASIS ON ENGAGEMENT

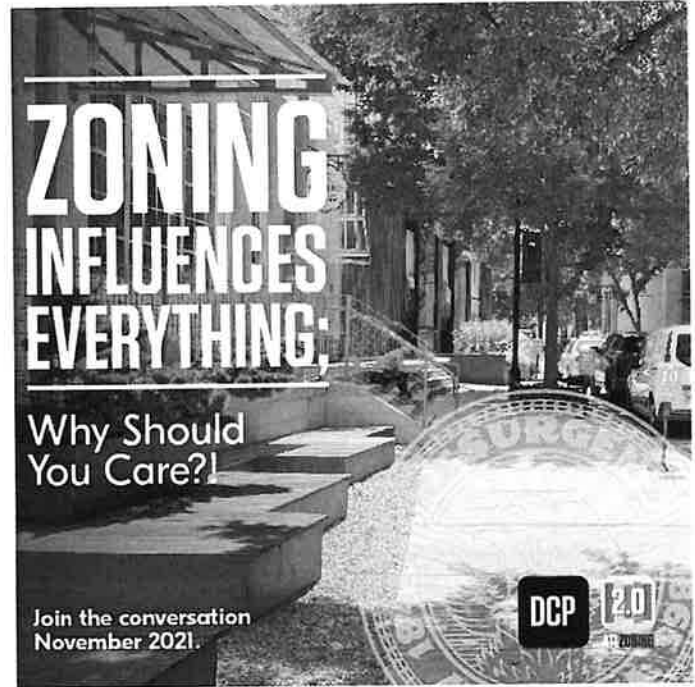
Importantly, the process of creating a UDC is also an opportunity to engage the community in shaping the city's future. Lexington has a wealth of civic energy and local knowledge. Residents understand the unique character of their neighborhoods, the challenges they face, and the aspirations they hold.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

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

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

### FOCUS ON PROCESS AND ADMINISTRATION

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



## SECTION 5: UNDERSTANDING & APPROACH

### Preliminary Work Plan

#### PROJECT GOALS

The following goals will be prioritized in developing the UDC:

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

#### WORK PLAN

The following is our preliminary work plan, which includes:

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

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

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

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

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



## SECTION 5: UNDERSTANDING & APPROACH

meetings with LFUCG staff, and other stakeholders as needed.

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

### 1. PROJECT MANAGEMENT

#### 1.1. Kick-off Call

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

##### Key Deliverables

- » Kick-off call attendance
- » Meeting notes

#### 1.2. Finalize Work Plan & Schedule

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

##### Key Deliverables

- » Final work plan and schedule

#### 1.3. Ongoing Project Administration

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

##### Key Deliverables

- » Ongoing project management and coordination

#### 1.4. Staff Monthly Calls

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

##### Key Deliverables

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

#### 1.5. Miscellaneous Meetings

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

##### Key Deliverables

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

### 2. ENGAGEMENT SUPPORT

#### 2.1. Project Website (Optional)

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

##### Key Deliverables

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

#### 2.2. Web and Social Media Updates (Optional)

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

##### Key Deliverables

- » Ongoing web and social media updates

### 3. DIAGNOSTIC

#### 3.1. Existing Plan Review

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

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

#### 3.2. Existing Code Review

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

- » Zoning Ordinance
- » Land Subdivision Regulations

## SECTION 5: UNDERSTANDING & APPROACH

- » Other Code of Ordinance standards affecting development

### 3.3. Kick-off Trip (Trip 1)

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

This trip will include:

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

#### Key Deliverables

- » 3-day trip
- » Meeting notes

### 3.4. Draft Diagnostic V0 for Staff Review

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

The document will include, at minimum:

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

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

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

#### Key Deliverables

- » Draft Diagnostic V0



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

## SECTION 5: UNDERSTANDING & APPROACH

### 3.5. Pattern Analysis (Optional)

If requested, analyze physical conditions associated with the existing code. This will build on the existing regulations and Placebuilder to identify areas where there is a disconnect, where it exists, between desired development patterns and the standards currently applied.

Identify locations and development patterns where existing code standards do not fully reflect the established character or intended outcomes. This analysis will also highlight opportunities for the UDC to better align standards with desired patterns of development.

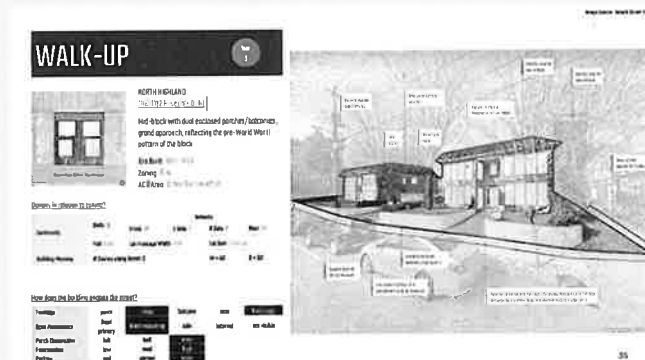
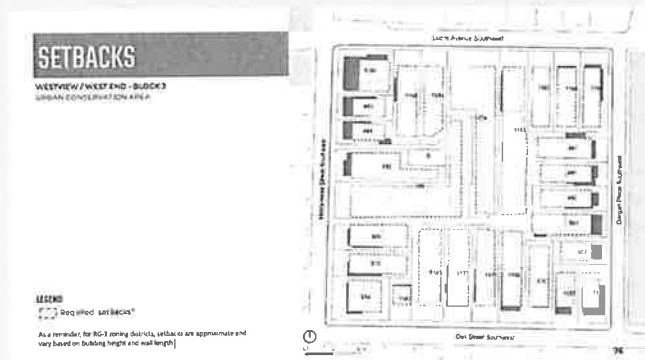
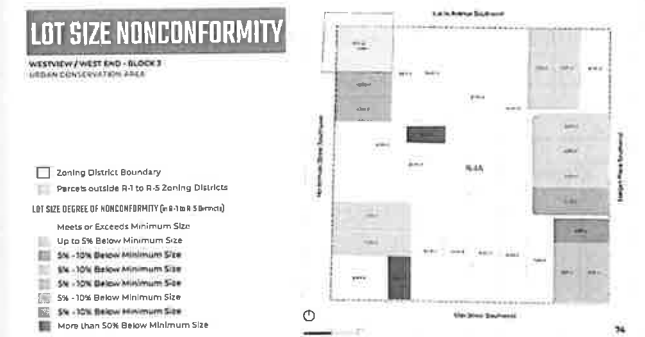
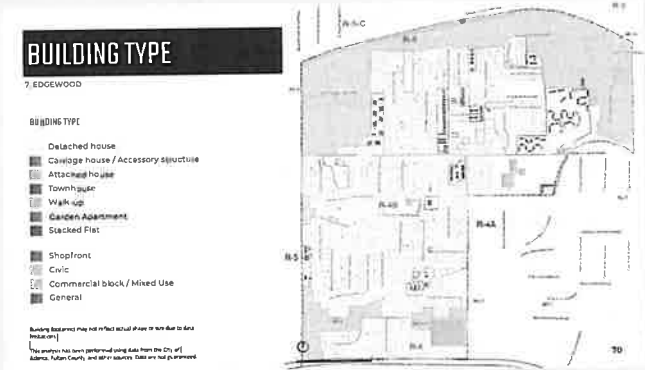
Our methodological approach will include:

- » Coordinating with LFUCG staff to determine which issues can be evaluated at the neighborhood or block scale using available geospatial data
- » Identifying recent infill development where existing regulations did not produce the intended outcome
- » Conducting field visits to document development metrics that cannot be assessed through geospatial data alone
- » Creating a library of neighborhood, block, and building-type patterns and metrics to inform the UDC discussions

This will be incorporated into the Diagnostic.

#### Key Deliverables

- » Draft Neighborhood Scale Analysis (up to 5 neighborhoods)
- » Draft Block Scale Analysis (up to 5 block studies)
- » Draft Building Type Analysis (up to 5 building type studies)
- » Final Pattern Analysis



---

## SECTION 5: UNDERSTANDING & APPROACH

### 3.6. Draft Diagnostic V1 for Public Review

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

#### Key Deliverables

- » Draft Diagnostic V1

### 3.7. Planning Commission Work Session 1 (Trip 2)

Facilitate a Planning Commission Work Session that includes:

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

#### Key Deliverables

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

### 3.8. Final Diagnostic V2

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

#### Key Deliverables

- » Final Diagnostic V2

## 4. DRAFT UDC

### 4.1. Draft UDC V0 for Staff Review

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

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



## SECTION 5: UNDERSTANDING & APPROACH

### Module 1: Districts & Uses

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

### Module 2: General Standards

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

### Module 3: Administration & Remaining

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

#### Key Deliverables

- » Draft Modules

### 4.2. Draft UDC V1 for Staff Review

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

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

#### Key Deliverables

- » Draft UDC V1

### 4.3. Draft UDC V2 for Public Review

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

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

#### Key Deliverables

- » Draft UDC V2

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

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

This session may include:

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

#### Key Deliverables

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

### 4.5. Public Comment Tracking & Review

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

#### Key Deliverables

- » Public comment tracker

### 4.6. Planning Commission Work Session 2 (Trip 4)

Facilitate a Planning Commission Work Session, that includes:

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

#### Key Deliverables

- » 2-day trip
- » Meeting notes

## SECTION 5: UNDERSTANDING & APPROACH

### 5. FINAL DRAFT UDC

#### 5.1. Code Testing (Trip 5)(Optional)

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

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

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

#### Key Deliverables

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

#### 5.2. Final Draft UDC V3 for Adoption

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

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

#### Key Deliverables

- » Final Draft UDC V3

### 6. ADOPTION

#### 6.1. Adoption Support

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

#### Key Deliverables

- » Presentation materials and ongoing support, as needed

#### 6.2. Adoption Hearing Support (Trips 6 - 8)

Participate in public briefings and hearings throughout the adoption process.

#### Key Deliverables

- » Attendance at Planning Commission hearing



## SECTION 5: UNDERSTANDING & APPROACH

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

### 6.3. Final UDC

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

#### Key Deliverables

- » Final UDC

## 7. USABILITY TOOLS & TRAINING

### 7.1. Staff Training (Trip 9)

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

#### Key Deliverables

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

### 7.2. UDC Handbook (Optional)

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

#### Key Deliverables

- » UDC Manual/Handbook



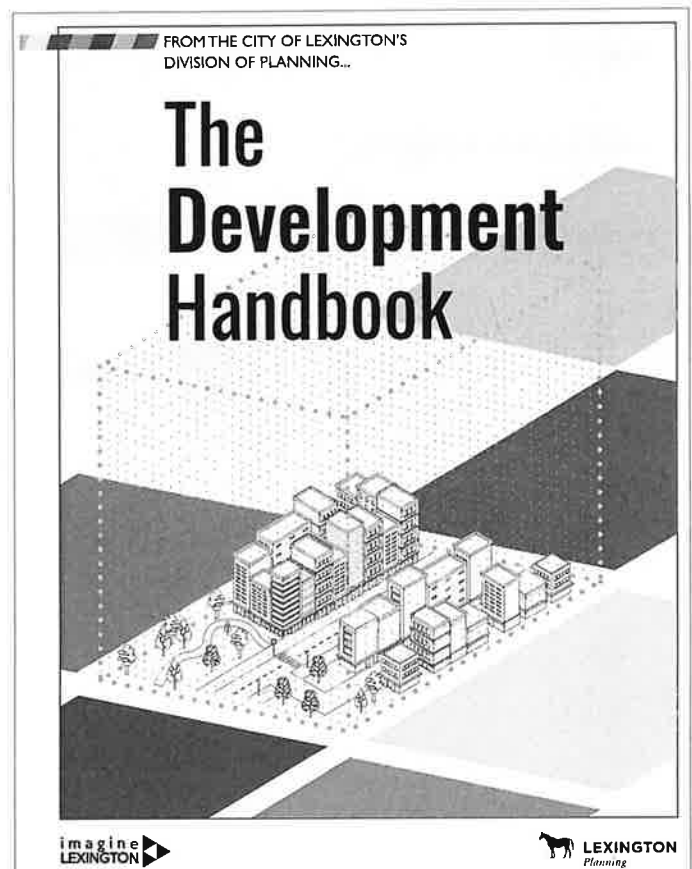
## 8. Contingencies

### 8.1. Engagement Contingency (Optional)

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

### 8.2. Coding Contingency (Optional)

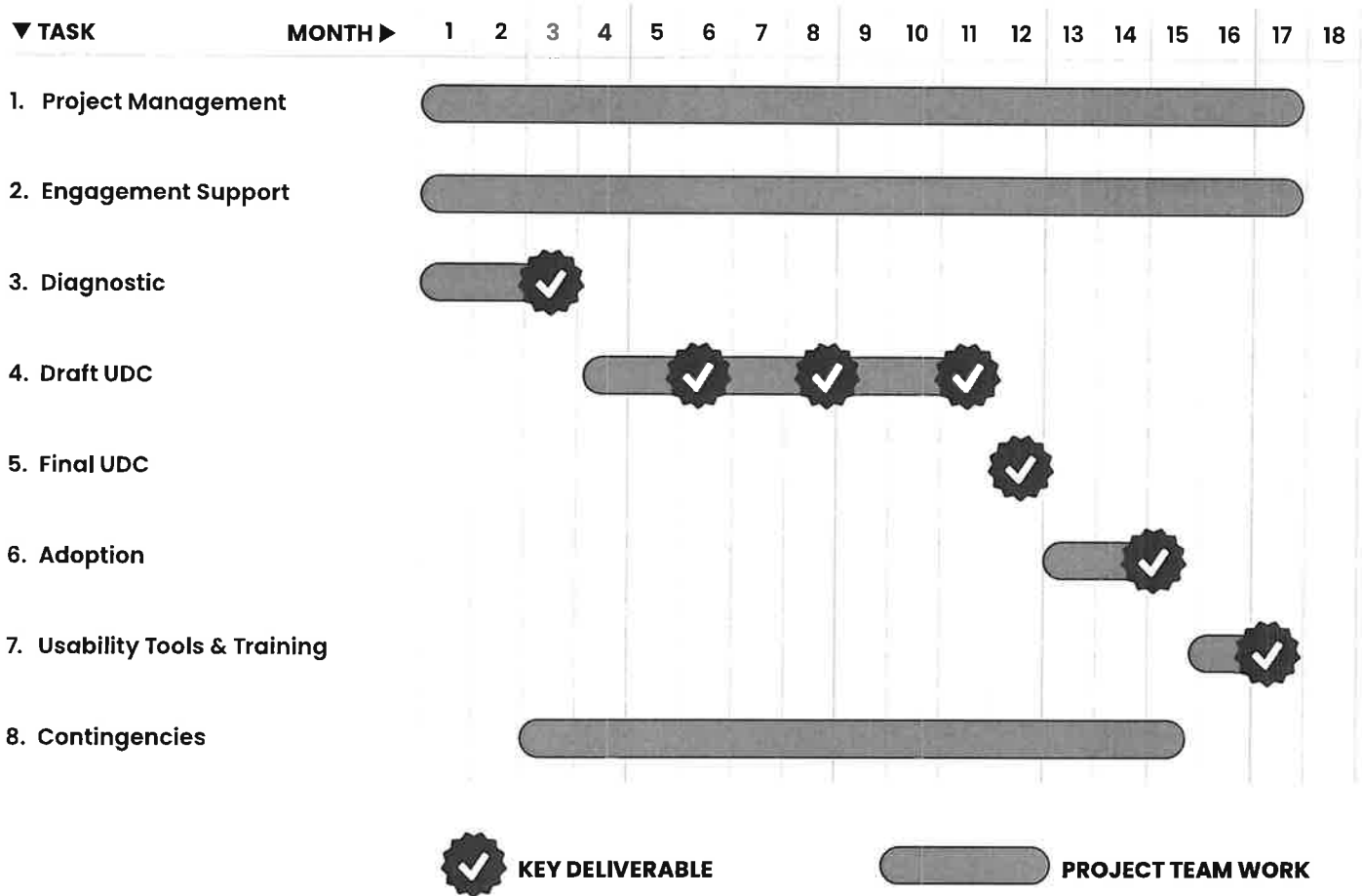
We recommend establishing a contingency fund as part of the project budget to address additional coding updates that may be identified during the UDC process, particularly those that arise late in the schedule in response to pressing policy considerations. Any use of this contingency would occur only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



SECTION 6:

# Project Timeline

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



SECTION 7:

# Proposed Fee

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

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SECTION 8:

# Required Forms

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**SECTION 8: REQUIRED FORMS**

Firm Submitting Proposal: Tunnell, Spangler, Walsh & Associates

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

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

Telephone Number: 859.317.5585 Fax Number: N/A

Email address: scastr@tsw-design.com

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**SECTION 8: REQUIRED FORMS**

**AFFIDAVIT**

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

1. His/her name is Caleb Racicot and he/she is the individual submitting the proposal or is the authorized representative of Tunnell, Spangler, Walsh & Associates, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

**SECTION 8: REQUIRED FORMS**

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

Further, Affiant sayeth naught.

*Caleb Racicot*

STATE OF Georgia

COUNTY OF Fulton

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

by Caleb Racicot, Principal on this the 3rd day  
of February, 2026.

My Commission expires: July 9, 2029

*EJ*

NOTARY PUBLIC, STATE AT LARGE



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## SECTION 8: REQUIRED FORMS

### EQUAL OPPORTUNITY AGREEMENT

#### Standard Title VI Assurance

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

#### The Law

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

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

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

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

\*\*\*\*\*

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

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## SECTION 8: REQUIRED FORMS

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

### Bidders

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



Signature

**Tunnell, Spangler, Walsh & Associates**

Name of Business

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## SECTION 8: REQUIRED FORMS

### GENERAL PROVISIONS

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

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

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

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## SECTION 8: REQUIRED FORMS

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

### A. Termination for Cause

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

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## SECTION 8: REQUIRED FORMS

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

### B. At Will Termination

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

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

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**SECTION 8: REQUIRED FORMS**

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

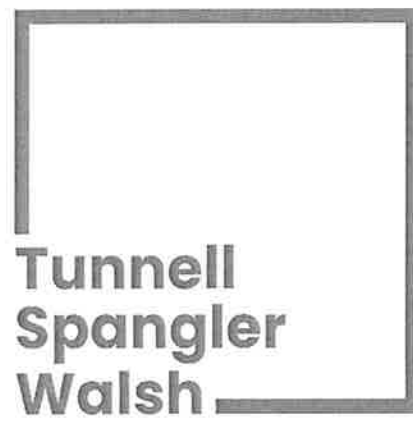


Signature

**February 3, 2026**

Date





**Tunnell  
Spangler  
Walsh**

DUE: FEBRUARY 19, 2026

# AFFIRMATIVE ACTION PLAN

Lexington-Fayette Urban County Government

# Development of Unified Development Code (UDC)

## RFP #2-2026



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



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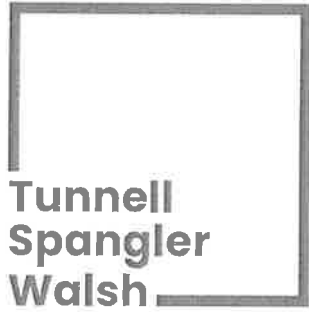
Proposal Form

Affidavit

Equal Opportunity Agreement

General Provisions





Atlanta, Georgia  
Lexington, Kentucky  
Tulsa, Oklahoma  
Chattanooga, Tennessee

February 17, 2026

Dear Selection Committee:

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

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

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

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

Sincerely,

Handwritten signature of Caleb Racicot in black ink.

Caleb Racicot, Principal

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

Handwritten signature of Samantha Castro in black ink.

Samantha Castro, Senior Associate

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

**SECTION 1: AFFIRMATIVE ACTION PLAN**



**LEXINGTON**

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

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <b>EHI Consultants</b> 333 West Vine Street Suite 300 Lexington, KY 40507 Ph: 859.425.4881 holmes@ehiconsultants.org	<b>MBE</b>	<b>Engagement Visioning Technical expertise for civil and environmental</b>	minimum \$12,500	minimum 5%
2.				
3.				
4.				

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

**Tunnell, Spangler,  
Walsh & Associates**

Company

**February 3, 2026**

Date

Company Representative

**Principal**

Title

**SECTION 1: AFFIRMATIVE ACTION PLAN**



**LEXINGTON**

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

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

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

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

**Tunnell, Spangler,  
Walsh & Associates**

Company

**February 3, 2026**

Date

Company Representative

**Principal**

Title

**SECTION 1: AFFIRMATIVE ACTION PLAN**

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

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

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

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

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

Is the Bidder/ Proposer a certified firm? Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

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

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

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

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

Yes  No

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## SECTION 1: **AFFIRMATIVE ACTION PLAN**

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

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

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

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

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

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## SECTION 1: AFFIRMATIVE ACTION PLAN

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

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

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

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

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

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

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**SECTION 1: AFFIRMATIVE ACTION PLAN**

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

**Tunnell, Spangler,  
Walsh & Associates**

**Company**  
**February 3, 2026**

**Date**



**Company Representative**  
**Principal**

**Title**

4870-1925-6809, v. 1

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SECTION 1: **AFFIRMATIVE ACTION PLAN**

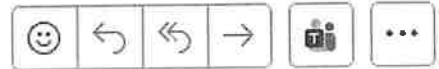
## EHI Correspondence

### Lexington UDC Update



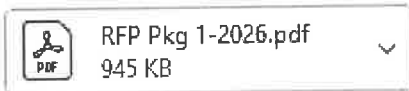
Samantha Castro

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



1:28 PM

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



Ryan,

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

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

Are you in?

Sam

**Samantha Castro**

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

**Tunnell, Spangler, Walsh & Associates**

direct: 859.317.5585

email: [scastro@tsw-design.com](mailto:scastro@tsw-design.com) | [www.tsw-design.com](http://www.tsw-design.com)

110 West Vine Street, Suite 300

Lexington, KY 40507

**SECTION 1: AFFIRMATIVE ACTION PLAN**



**CITY OF ATLANTA**

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Andre Dickens  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell  
Interim Director

May 11, 2022

Mr. Adam Williamson

**Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.**

1447 Peachtree Street, Ste. 850

Atlanta, GA 30309

**ANNIVERSARY DATE: May 11**

Dear Mr. Williamson:

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

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

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

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

Sincerely,

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

BTB/mp

**Certification #:** 2022-27-045

**Supplier ID #:** 701345

**Phone #:** (404) 873-6730

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

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**SECTION 1: AFFIRMATIVE ACTION PLAN**



**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

December 4, 2024

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

Subject: DBE/SBE Certification Renewal

Dear Mr. Holmes:

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

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

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

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

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

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

Sincerely,

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

Brad Putty  
DBE Administrative Branch Manager  
Small Business Development Branch

mrt/BP

**SECTION 2: CURRENT WORK FORCE ANALYSIS FORM**

**WORKFORCE ANALYSIS FORM**

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

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	3		3														3
Professionals	38	11	18		2	3	1			1	2					15	23
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	<b>50</b>	<b>16</b>	<b>23</b>		<b>3</b>	<b>3</b>	<b>1</b>			<b>1</b>	<b>2</b>		<b>1</b>			<b>20</b>	<b>30</b>

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

(Name and Title)

Revised 2015-Dec-15

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**SECTION 3: ADDITIONAL FORMS**

Firm Submitting Proposal: Tunnell, Spangler, Walsh & Associates

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

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

Telephone Number: 859.317.5585 Fax Number: N/A

Email address: scaastro@tsw-design.com

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## SECTION 3: **ADDITIONAL FORMS**

### **AFFIDAVIT**

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

1. His/her name is **Caleb Racicot** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell, Spangler, Walsh & Associates**, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

**SECTION 3: ADDITIONAL FORMS**

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

Further, Affiant sayeth naught.



STATE OF Georgia

COUNTY OF Fulton

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

by Caleb Racicot, Principal on this the 3rd day

of February, 2026.

My Commission expires: July 9, 2029



NOTARY PUBLIC, STATE AT LARGE



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## SECTION 3: **ADDITIONAL FORMS**

### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

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

#### The Law

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

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

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

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

\*\*\*\*\*

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

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### SECTION 3: **ADDITIONAL FORMS**

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

#### Bidders

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



Signature

**Tunnell, Spangler, Walsh & Associates**

Name of Business

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## SECTION 3: **ADDITIONAL FORMS**

### **GENERAL PROVISIONS**

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

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

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

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## SECTION 3: **ADDITIONAL FORMS**

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

### A. Termination for Cause

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

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## SECTION 3: **ADDITIONAL FORMS**

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

### B. At Will Termination

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

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

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**SECTION 3: ADDITIONAL FORMS**

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

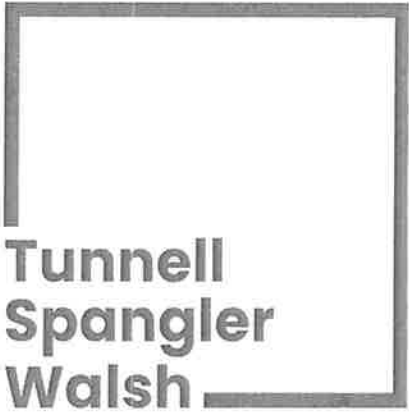
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

**February 3, 2026**

Date



**Tunnell  
Spangler  
Walsh**