

# Lexington-Fayette Urban County Government

## Request for Proposal

### # 9 – 2015 Development Agent Services

March 25, 2015



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March 24, 2015

Purchasing Agent

Lexington – Fayette Urban County Government

Room 338, Government Center

200 East Main Street

Lexington, Kentucky 40507

Dear Sir/Madam:

CityVisions Associates, Louisville, KY., in collaboration with AU Associates, Lexington, KY., is pleased to submit herein our proposal in response to the LFUCG's Request for Proposals # 9 – 2015 for Development Agent Services. We are well qualified to provide the services that you request, for the following reasons:

- Our thorough knowledge and understanding of the extraordinary Old Fayette County Courthouse and your current efforts towards its rehabilitation and reuse;
- Our experience and expertise in providing the array of development services required for a project of this complexity, both as developers and as development agents;
- Our understanding of the complex tax credit market and an exemplary track record of securing such credits;
- Our positive relationships with the various LFUCG personnel and departments involved with the project, as well as many other local, state, and federal entities involved in the project.

We urge you to carefully review the information provided in our submission. It will provide additional details and documentation of the above attributes that we bring to this unique project, which can lead to a successful rehabilitation and renaissance of the Old Fayette County Courthouse, as it richly deserves.

We appreciate the opportunity to submit our proposal, and look forward to your response. Further questions or clarifications regarding this submission can be directed to Barry Alberts, CityVisions Associates, at (502) 561-7885 or at [balberts@cityvisionsassociates.com](mailto:balberts@cityvisionsassociates.com).

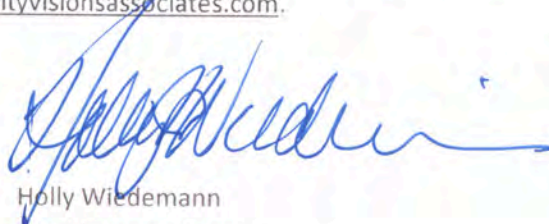
Sincerely,



Barry Alberts

Managing Partner

CityVisions Associates, LLC



Holly Wiedemann

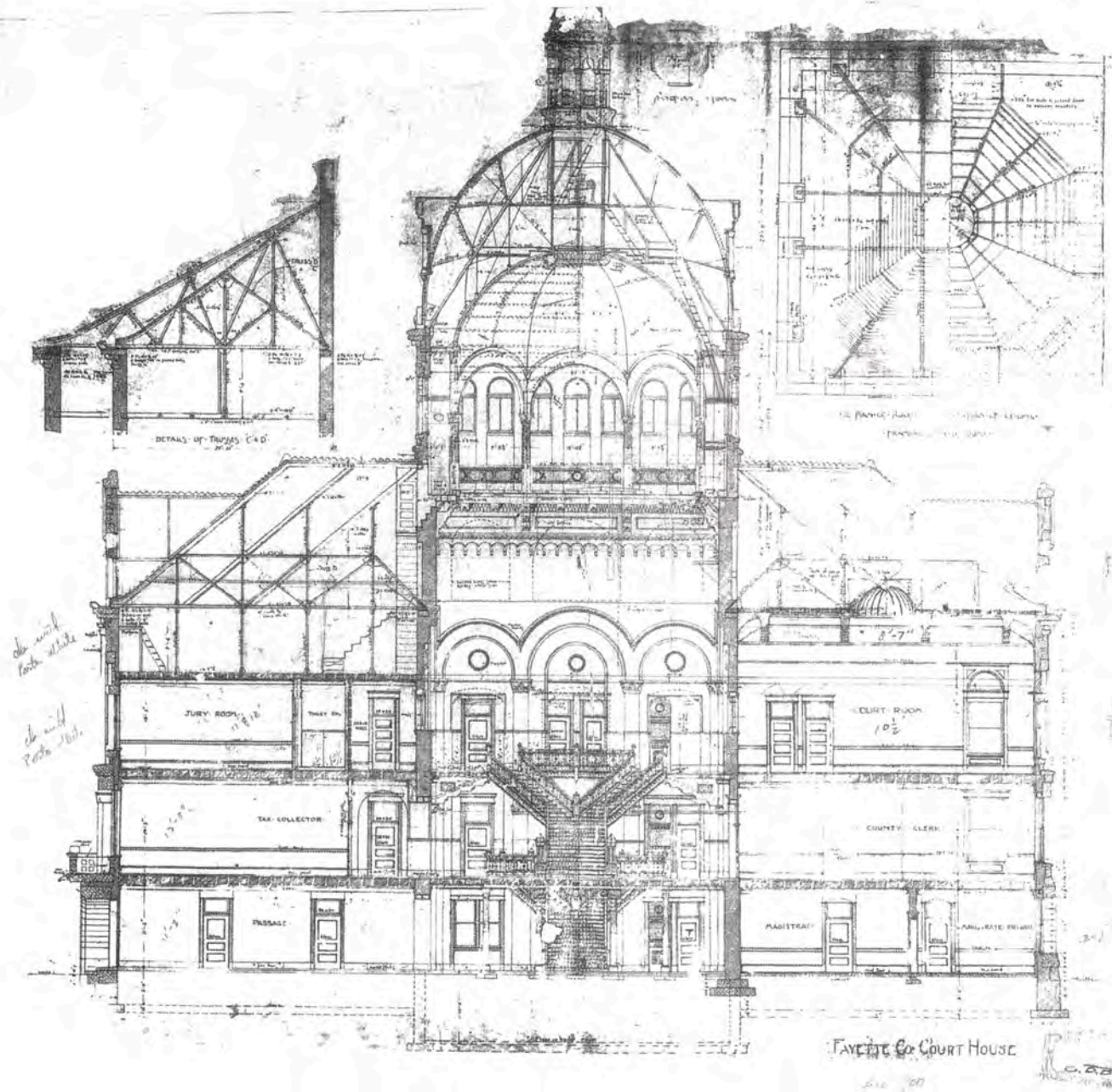
President and Owner

AU Associates, Inc.

**CITYVISIONS**  
ASSOCIATES

 **A U A S S O C I A T E S**

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## INTRODUCTION AND OVERVIEW

On behalf of CityVisions Associates and AU Associates, we would like to thank you for the opportunity to respond to your Request for Proposals to provide Development Agent Services regarding the rehabilitation and reuse of the Old Fayette County Courthouse. Both CityVisions and AU Associates are intimately familiar with this important and significant symbol of Lexington's heritage, and are pleased and excited by LFUCG's commitment in restoring its grandeur, returning it to active use, and again having it serve as an integral focal point of the community's current downtown renaissance. This iconic building, so important to Lexington, has been ignored and left vacant for too many years. In its heyday, it was considered the spoke of the wheel for Lexington. It was heralded as the emanation from which the city centered itself. In point of fact, it was the cultural representative of the culmination of the layout of Lexington.

The city center is the ephemeral axis of our community. Each of our roads, Paris Pike to the north, Harrodsburg to the south, Winchester to the east and Leestown to the west, are representations of our compass. The Courthouse is the epicenter of the compass. By its very location, it demands and deserves the focus of our attention.

Projects that restore and revitalize such significant properties in urban areas essentially define the work, mission, and passion of both CityVisions Associates and AU Associates; these types of projects are not just a portion of the work we do, they are the only type of work we do. While the redevelopment process of historic properties, especially those that include the use of historic tax credits and the creation of innovative public/private partnerships, is quite complex and difficult, there is nothing as rewarding - and as environmentally responsible - as seeing these urban "jewels" regain their positions of prominence and become hubs of 21<sup>st</sup> century activity. Our recent work providing very similar Development Services in other projects, such as the Richardson-Olmsted Complex in Buffalo, NY, has been extremely rewarding, and suggests that the Old Fayette County Courthouse project, if undertaken prudently and managed properly, can truly become one of the most exciting and innovative historic preservation projects in the nation.

We therefore believe you are wise to seek out such development services at the present time. Complex historic rehabilitation projects involve multiple tasks that must be undertaken simultaneously and are highly iterative, and therefore having a development management agent in place early on to oversee the necessary coordination and interaction among the various design, construction, preservation, tenancy, financial, legal, accounting, and operational elements (to name just a few) is essential. Given our knowledge of the project - both of our firms are extremely familiar with the property, having analyzed its potential development as early as 2008 - and our strong working relationship with the LFUCG Administration and development/facilities team, as well as our firms' expertise in the actual implementation of historic mixed-use projects in this and similar markets, we believe that

CityVisions/AU Associates is well positioned to provide the desired services in an exemplary and highly expedient manner. Our ability to “hit the ground running” provides the LFUCG with a significant benefit, given the many issues related to this unique property, among them

- the pending State historic tax credit deadlines
- the complicated nature of the proposed redevelopment program
- the complexity involved in the services requested

Further, our combined decades of experience in this highly esoteric and complex tax credit financing arena ensures that we can avoid the many pitfalls that are inherent in a complex project such as this. We are keenly aware of the importance of not only all of the physical aspects of historic work, but also of the financial and tax implications.

In reviewing our proposal, we believe you will understand why we are well qualified to serve you in this regard. In addition to our expertise and background in urban design, historic preservation, development finance, construction management, events spaces, and the synergies created through the appropriate mix of complementary uses, we also have demonstrated a strong track record - and are recognized as leaders within the Commonwealth and nationally - in understanding, utilizing, and implementing projects with a complex financing layering, including the use of both Federal and State Historic Tax Credits, New Market Tax Credits and other sources such as CBDG funds in mixed-use redevelopment projects. We have also managed projects that include Davis Bacon wage rates, prevailing wage rates and mandated certified payrolls.

Further, our team has extensive experience in determining which costs are includable in the qualified rehabilitation expenditures (QRE) and can maximize the value of the credits for the development.

We have accomplished these results, we are proud to state, during a somewhat turbulent and challenging economic environment, in which both the tax credit programs and local financial capacities have been under considerable stress. We believe that our success comes from, among other things, the fact that we consider each project unique in its needs and its financing solutions. We do not apply a standard cookie cutter approach. This has served us extremely well, and ensured that the projects in which we have been involved are economically sound and financially sustainable. Furthermore, we have strong track records with investors for our tax credit developments, and have consistently provided excellent returns, which has generated repeat investments from national syndicators and financial institutions. Our knowledge of compliance requirements has further set us apart in this challenging environment.

While our firms contain in-house a variety of specialists and experts in the fields of design, finance, construction, historic preservation, tenant relations, event space management, and other areas that reflect the needs of this project, we nevertheless are small firms in which our principals (Barry Alberts, Bill Weyland, and Holly Wiedemann) will always be the primary staff engaged with you on this project. This project is far too important to be relegated to others. Our commitment to this can again be seen in our Buffalo project, where the firm principals have been fully engaged for over a five year period. The attached letter from the Richardson Olmsted Complex in Buffalo attests to the level of our commitment and the quality of our work.

Much of the work that you have included within the Request for Proposals requires a highly iterative approach and a collaborative working relationship with a variety of LFUCG staff and agencies, associated entities such as the VisitLex, the Courthouse neighbors such as the Cheapside Market and 21C Hotel, and significantly, the State Historic Preservation Office (SHPO). In a number of areas, it will be critical that the selected Development Services team provide the necessary help to guide a process of deliberations – and move them forward in a timely manner – regarding the following critical items

- LFUCG's role in the development process
- the operational elements of the Courthouse and its tenants, public and private
- the management and maintenance of the property
- the use and marketing of the Courthouse for events rentals

It will be important that the selected Development Services Agent have a comfortable working relationship with these decision-makers. We have already established relationships – some long term – with all of these entities, and have an understanding of how to best and most appropriately provide the necessary information to move toward informed decisions within the desired timeframe. AU Associates' work on the recently completed and very successful Davis Park View project required extensive coordination with all aspects of LFUCG personnel, including purchasing, finance, planning, permitting, and transportation. The Courthouse development will mandate the same seamless process and relationships.

In addition, a strong working relationship with the State Historic Preservation Office (SHPO) is essential to the ultimate success of this project. Our firms' principals have such a relationship with the SHPO office, and in fact are often called by the SHPO to assist them in providing information and examples to others across the State in how to tackle complex historic preservation projects.

Both of our firms also have the same level of relationship with the National Parks Service, the gatekeeper of the federal historic tax credits, and consequently have developed a rapport to ensure that our projects are eligible on all aspects for successful rehabilitation within the requisite Secretary of



Interior's standards. In point of fact, we have been instrumental in assisting shaping the policy for the historic tax credit program.

Finally, we believe that the location of our respective firms within the Commonwealth provides additional benefits to this project. While both *CityVisions* and AU Associates work in a variety of locations and often on nationally significant projects, the bulk of our commitment remains within Kentucky, centered on Louisville and Lexington. A project of this sort requires hands on, on-the-ground focus, and our day-to-day knowledge of people, local and state agencies and entities, contractors, potential lessees, and all of the stakeholders is invaluable. This local availability and understanding becomes even more important during the construction phase of the project.

We trust that this overview confirms that while *CityVisions/AU Associates* can provide unparalleled quality and effectiveness across the range of development services requested, our true passion comes from our work in actually transforming formerly vacant or underused resources into dynamic and vibrant mixed-use projects that serve as new activity generators providing the public with the opportunity to appreciate and celebrate these remarkable architectural gems. Your RFP provides us with the opportunity to work with the LFUCG in exactly this role, and we can think of nothing more exciting. We appreciate this opportunity to work with the LFUCG in moving this unique project forward.

We are excited about the results this linchpin project will have on Lexington. The opportunity to create, with the City, a legacy project for generations is the articulation of penultimate success.

Thank you for the opportunity to submit our proposal for your consideration.

## PROJECT APPROACH

The rehabilitation and restoration of the historic Old Fayette County Courthouse and its renaissance as a vibrant hub of downtown Lexington's current revitalization is an important initiative for the community, and the LFUCG is to be lauded for its vision and commitment. It is, as all those involved certainly understand, a daunting project, both physically and financially. This is raised here not as a cause of alarm, but rather to commend LFUCG in detailing an approach – the correct approach in our minds – that most effectively and efficiently addresses the complexity of the project. Seeking out a qualified team to provide the appropriate services to guide – on your behalf – the myriad “tracts” of such a project is not merely wise, it is vital to the success of the project, both in terms of its initial rehabilitation and its ongoing sustainability. We are therefore pleased to respond, especially since the steps and services as detailed in the RFP align perfectly with the approach that our firms utilize and have proven to have the most successful results.

The rehabilitation of a historic property such as the Courthouse faces a number of challenges, including the effects resulting from its vacancy, recent design alterations that have not respected the property's original grandeur, the layout of space for civic functions that are not well suited for 21st century uses and users, and service and accessibility issues. In addition, the ownership and organizational structure of potential tenants present some additional challenges in attempting to leverage public funds with private investment/tax credit funds. These are not at all atypical conditions, but they must all be dealt with systematically and with the analysis, advice, and guidance of a variety of professionals steeped with very specific expertise in these areas. Perhaps most important to understand is that the manner in which each of these areas are addressed *impact each of the others*. This highly iterative process results in resolutions that reflect the needs of both the building and its likely uses. In addition, understanding how the building is to be used, what financing sources are available (and the implications of these sources) and the operating cost implications of various design and historic rehabilitation approaches will greatly influence these decisions.

We were pleased that this approach has been reflected in the RFP as well as the supporting documents that have recently been prepared. We were equally pleased that a summary of these various tracts, which CityVisions Associates originally suggested be included in the final Conditions Assessment and Rehabilitation Plan document, was indeed included as suggested. It is useful, we believe, to reiterate this summary here:

1. Determine a viable set of end uses and users for the rehabilitated facility (“**The Program**”);
2. Evaluate the various financing options that might be utilized (“**The Financing**”);
3. Determine the appropriate development structure, including ownership, leasing, and management responsibilities (“**The Development Structure**”);

4. Identify potential partners, including tax credit investors if historic tax credits are to be utilized (**"The Development Partners"**)
5. Determine a project capital budget and an operational pro forma (**"The Project Budget"**);
6. Undertake the architectural and engineering plans for the redevelopment project, including the necessary submissions to the State and Federal Historic Preservation offices (**"The Design"**);
7. Assemble the project's development team, both internal and external (**"The Project Team"**);

Both CityVisions Associates and its development affiliate – City Properties Group – and AU Associates approach all of their respective historic rehabilitation projects in this manner, and we believe this is the correct approach. When we serve in a Development Services agency role, this approach is even more critical, as oftentimes public and/or quasi-public entities traditionally follow a more sequential roadmap in a typical public project. The ability to therefore utilize a Development Services Agent to "quarterback" this process and coordinate the various development related activities helps to prevent situations where one needs to go back to the drawing board deep into the process. This is critical when facing submission and approval deadlines for historic tax credits, meeting private investor deadlines, and limiting escalating construction costs as well as the need for changes to the design or project scope.

We therefore believe that the specific Scope tasks listed within the three phases of the project are the most appropriate tasks for such Development Services. The following points provide comments as to how we would approach each of them.

### **Phase I Predevelopment Services**

#### **A. Assemble and Manage Project Personnel**

- **Provide over-all project and program management**
  - CityVisions/AU Associates will serve as the over-all "quarterback" for the project, determining that the correct set of service providers are on-board at the appropriate time, reducing potential for duplicate or overlapping services, and analyzing what services can be provided in-house (either LFUCG or CityVisions /AU) and what needs to be obtained via third parties
- **Assist the LFUCG in scoping and providing key development team personnel**
  - CityVisions/AU Associates will develop an overall program organization/personnel plan and provide assistance in securing team members
- **Coordinate preparation of plans and specifications; manage cost-control and project schedule**
  - CityVisions/AU Associates will work to insure that plans and specs move forward as demanded by external schedule issues, while at the same time insuring that the design work is informed by end-user needs of the property and budgetary constraints

- **Provide oversight through direction of third-party engineering and testing services**
  - This is an important task and one that will be coordinated with appropriate LFUCG and the environmental remediation team
- **Manage and oversee Construction Management pre-development work; act as LFUCG's agent in negotiation of construction management contract and agreement**
  - The Construction Management entity is one of the key players in the project, and can play an important role in cost control and innovative cost saving measures. There are a number of ways that this service can be provided, and CityVisions/AU Associates will initially discuss these options with LFUCG to determine the most effective method
- **Provide coordination between outside legal counsel and accounting services with the LFUCG Department of Law and Finance Commissioner**
  - The tax credit process requires specialized legal and accounting services. It is important that the Development Services Agent fully understand these legal and accounting issues in order to reduce excessive costs and to insure that their work is well coordinated with the LFUCG's understanding and responsibilities. Both CityVisions and AU Associates have experience working with the country's most experienced and well-respected tax credit attorneys and accounting firms who specialize in this highly sophisticated area of expertise.
- **Provide regular updates and direction as necessary to the LFUCG, elected officials, and the public**
  - Regular communication and input is critical, especially when certain factors remain in flux during the process. Setting up a structured schedule for such communication is important to both inform and to manage unrealistic expectations.

**B. Establish Operating Program and Lease Arrangements for Project**

- **Evaluate uses and lease/operating arrangements with regard to tax credit obligations while meeting desired policy outcomes set by the LFUCG.**
  - This is an important task, as the use of tax credits has certain requirements both to the organizational structure of tenants and the characteristics of their lease terms.
- **Negotiate lease or operating agreement on behalf of LFUCG.**
  - We have extensive experience negotiating a variety of leases and terms that conform to the tax credit criteria, covering – among others – restaurants, museums and other non-profits, tourist attractions, commercial tenants, arts tenants, event space operators and caterers, and hotel operators.
  - It is critically important, particularly with the potential of non-profit and quasi-public agency lessees, that this particular task be carefully implemented to ensure all leases will be qualified within the IRS parameters for historic buildings.

- **Identify and negotiate solutions to operational issues such as parking, vehicular loading/unloading, and interface with Cheapside Pavilion.**
  - In relatively tight urban conditions such as this, limitations on space/access along with the needs of adjacent operators make these issues challenging, and therefore they must be addressed early in the pre-development phase of the project's development.

### **C. Assemble and Close Financing for the Project**

- **Prepare or assist in preparing financial models, development pro formas, cash flows and other analysis required for the viability of the project**
  - These financial models and projections will require continual revision and refinement as the project plans develop. It is also critical that the Development Services Agent fully understand the due diligence and underwriting criteria of potential tax credit investors in order to determine where any gaps in the financial feasibility may remain. CityVisions/AU Associates will perform periodic analysis and assessment of the projects' attractiveness to potential investors.
- **Oversee submission of Part I and Part II applications for both federal and state tax credit programs**
  - Our experience suggests that the Development Services Agent needs to take a proactive role in working closely with those responsible for these submissions, and being in constant contact with the Kentucky SHPO office through their preparation. Please note that the RFP assumes – as does our submission – that a third party will undertake the actual applications. If the LFUCG determines that it would prefer that this be done by us we would discuss this additional service with you at a subsequent point in time.
- **Represent the LFUCG in negotiations with both federal and state regulators regarding participation in tax credit programs**
  - Covered in last bullet point. We are extremely adept at working cooperatively and collaboratively with all parties involved in the tax credit programs and we are keenly aware of the problems that can be avoided by maintaining control over the entire process.
- **Obtain all required approvals for tax credit participation**
  - See previous comment.
- **Provide coordination between outside legal counsel and the LFUCG Department of Law**
  - The tax credit structure requires a number of legal entities be created, property transfers, affidavits as to ownership, release of liens and encumbrances, deed restrictions, zoning approvals, etc. This is common and CityVisions/AU Associates will provide the necessary direction and coordination.

- **Prepare and distribute all information required for investors, tax credit entities, financial institutions, and other public or private entities.**
  - One of the strengths of CityVisions/AU Associates is the relationships we currently have with the tax credit markets, including investors and financial institutions. We fully understand their investment criteria, pricing, guarantees and leasing obligations and therefore can prepare our solicitation and information accordingly.
- **Solicit and secure investors for the project, represent the LFUCG in negotiations or financial agreements.**
  - See previous comment. CityVisions/AU Associates has extensive experience and expertise in such negotiations, most recently in the securing of a \$17 million tax credit investment.

**D. Oversee Design and Setting of Construction Budget**

- **Provide direction and guidance to architectural team; maintain cost-control and project schedule; ensure compliance with Secretary of Interior Standards.**
  - It is extremely important that the design team’s activities are coordinated through a central point. CityVisions/AU Associates has extremely strong track records in “controlling” the design process.
- **Coordinate third-party engineering and testing services.**
  - Covered previously.
- **Identify and anticipate utility locations and hookups, service delivery, and emergency access conflicts and issues**
  - Previously discussed; this is an important item and demands its own “mini-tract” of issue determination and resolution.
- **Review construction bids and estimates, negotiate final construction budget and draw schedule.**
  - There are a number of different methods to construct the project; discussions with LFUCG early in this phase will occur in order to determine the most appropriate methodology is followed in this situation.

**Phase II Services through Construction**

**A) Quality Control and Construction Management**

- **Provide over-all project and program management**
  - The program and project management is critically important during the construction of an historic rehab project. As previously mentioned, compliance with the Secretary of Interior’s Standards is one thing on the drawings, but another issue entirely during implementation. Experienced project management will ensure all components of the approved Part II document are followed to the letter, and any unforeseen conditions must be investigated and collaboratively solved in conjunction with approvals from both the SHPO and the Department

of the Interior. This is critical in order to avoid jeopardizing any aspect of the historic tax credits.

- **Oversee work of the Construction Manager and Project Architect**
  - Again, it is critical that both the CM and the Project Architect are completely well versed and experienced in historic projects utilizing tax credits. Both CityVisions and AU Associates have decades of combined experience to monitor this process.
- **Monitor work and approve payment of construction draws**
  - This is a critically important process. CityVisions/AU Associates has extensive experience in working with the various divisions of LFUCG on the approval and payment of construction draws, as evidenced most recently in the Davis Park View project, where we were responsible for creating, monitoring, securing inspections and coordinating multiple agencies, including the Federal Highway Agency, LFUCG HOME funds, KHC housing tax credits, and transportation funds. Also required in this component is coordination between all bank, agency and investment inspectors to sign off on each construction draw.
- **Monitor workmanship and departures from the Plans and Specifications; negotiate change orders, and recommend courses of action due to changes on site, conditions, or schedule/scope issues**
  - Both workmanship and any changes must be carefully monitored throughout the construction process to ensure that all work is done in accordance with the approved Part II documents and to meet the Secretary of Interior's standards. We have considerable experience doing exactly this.
- **Monitor and recommend utilization of owner's contingency**
  - This utilization of the contingency line item mandates determination if the change is a result of unforeseen conditions or if it is an Owner directed change order. We have the knowledge and experience to recognize the difference and to respond accordingly.
- **Maintain cash flow reports, project budget, and forecasts**
  - This critically important aspect will be overseen by CityVisions/AU Associates, regardless of the methodology of implementation as described earlier. All project costs will be analyzed to determine if they can be included in the Qualified Rehabilitation Expenditures (QRE) which constitutes the qualified basis; the determinate of the total amount of tax credits achievable for the project. Our team has extensive experience and can also provide third party confirmation of these numbers through the selected experienced accounting firm.

- **Coordinate fit-up with operators/leases**
  - CityVisions/AU Associates will work closely with the lessors, architect and construction team to ensure that budgetary considerations, historic compliance issues, and costs are carefully tracked and accurate.
- **Provide regular updates and directions as necessary to the LFUCG, elected officials, and the public**
  - CityVisions/AU Associates will provide comprehensive and transparent updates to all stakeholders in this process.

**B) Tax Credit Compliance**

- **Ensure compliance with historic approvals during construction**
  - Please see above comments that cover this particular item.
- **Coordinate Part III for tax credit programs**
  - CityVisions/AU Associates has extensive experience in the submission of Part III's upon construction completion. As a rule, we perform all Part I, II, and III work in house, which ensures absolute accuracy with all project architectural details.

**PHASE III Tax Credit Compliance**

**A) Tax Credit Compliance**

- **Monitor operations of project to ensure compliance with KRS and IRS regulations as applicable to tax credit projects**
  - We will be responsible for ensuring compliance with all KRS and IRS regulations. As a practical matter, this responsibility has been incumbent upon both CityVisions/AU Associates on every project we do, in order to provide our investors their agreed upon returns. We have never had a tax credit recapture, which is a critical track record indicator.
- **Oversee final accounting and distribution of tax credits.**
  - Our team, in conjunction with LFUCG, will oversee the final accounting process. A cost certification report will be required by the investor to confirm that all QRE items are identified and accounted for in the final analysis of qualified basis. We will assist with the selection of the third party firm that will perform this final analysis and documentation which will subsequently be used by the investor to confirm their expected credit amount.





## **CityVisions Associates/AU Associates**

### **Experience and Expertise**

#### **In-House Expertise**

- Development Coordination
- Development Financing including:
  - Federal, State, local funding, 221(d)4, Section 108, CDBG, AHTF
  - Historic Tax Credits; Federal and State
  - New Market Tax Credits
  - Conventional Debt
  - Bonds
- Pro Forma development
- Historic Preservation
- Architecture
- Urban Design
- Construction Management
- Public/Private Partnerships
- Commercial leasing
- Events Space Management/Operations
- Project Operations/maintenance
- Property Management

#### **Development Team Coordination Management**

- Architects
- Construction Managers
- Cost Estimators
- Tax Credit Attorneys
- Tax Credit Accountants
- Preservation Consultants
- Environmental Management/Remediation
- City/State/Federal Tax Credit Officials
- Investors/Financial Underwriters
- Appraisers/Insurers
- Engineering & testing

### **Complex and Multi-Layered Development Projects**

- Richardson-Olmsted Complex
- Whiskey Row
- Hillerich and Bradsby Headquarters/Louisville Slugger Museum
- The Henry Clay
- Mercury Ballroom
- Glassworks
- Whiskey Row Lofts
- Muhammad Ali Center
- The Saint Francis
- Owensboro Convention Center/Hotel
- Great Rivers Landing, Hastings, MN
- Riverview at Clendenin, WV
- Davis Park View
- Parkside I & II
- First Presbyterian Apartments
- The Midway School Apartments and Bakery
- Federal Place
- Harbor Hill

### **Recent/Current Development Agent Projects**

- Buffalo, NY
- Piqua, OH
- Owensboro, KY
- Braintree, MA

### **Downtown Strategic Development Assistance**

- Louisville, KY
- Lexington, KY
- Owensboro, KY
- Dayton, OH
- Elizabethtown, KY
- Piqua, OH
- Paducah, KY

# CITYVISIONS

ASSOCIATES

CityVisions Associates is as a highly specialized real estate consulting firm engaged in the creation of viable economic development projects focused exclusively in urban areas, most often in challenged economic markets, utilizing a variety of public and private financing mechanisms. In addition, its development affiliate – City Properties Group - has distinguished itself over the past two decades as one of the most successful and creative urban mixed-use development companies in the Midwest, with a strong focus on creating signature projects that reinforce – and often create – the unique sense of place that characterize urban downtowns, districts, and neighborhoods. Both our development projects and our redevelopment strategies are designed to act as anchors and catalysts for the surrounding area. Whether redeveloping historic properties, a particular area of our expertise, or new construction, our aim is to transform vacant or underutilized urban areas into active and economically vibrant places that not only capture existing demand, but also induce additional demand. Projects such as the Louisville Slugger Factory and Museum, Glassworks, the Henry Clay, and Whiskey Row in Louisville, and the transformation of the Richardson-Olmsted Complex in Buffalo, to name just a few, have demonstrated these results.



All of our work involves the creation of true public/private partnerships, not merely in name, but in true collaborations that work economically and feasibly as development projects, and at the

same time enhance the public realm and serve as catalysts for the renaissance of their surrounding urban areas.



The uniqueness of our firm is a development approach – and philosophy - derived from the combination of our expertise and focus on both strategic planning and design, and multi-layered and innovative implementation. This philosophy is a result of the backgrounds of its principles and the multi-disciplinary organization of the firm itself.



Creating distinct urban projects with an identity requires a team of uniquely talented individuals working together to achieve a common goal, with a process that is flexible enough to be refined and adapted to each project. Although we have a group of professionals with expertise and talents in a specific focal area, all become involved in the many divergent aspects of the planning and design process. Our in-house staff includes professionals with strong backgrounds in architecture, urban planning, urban design, preservation, construction, asset management,

property management, marketing, and tax credits, as well as traditional development expertise. This enables these factors to be infused into all aspects of development planning, from day one. In addition, the backgrounds of our principals - Bill Weyland and Barry Alberts - complement each other in ways that insure our projects optimize the needs of investors and financial partners, the public sector, and the public realm. Their expertise in both understanding and utilizing a variety of tax credit and other financing programs combine with their ability to craft unique public/private partnership and innovative redevelopment approaches, leading to successful and often iconic urban redevelopment projects.



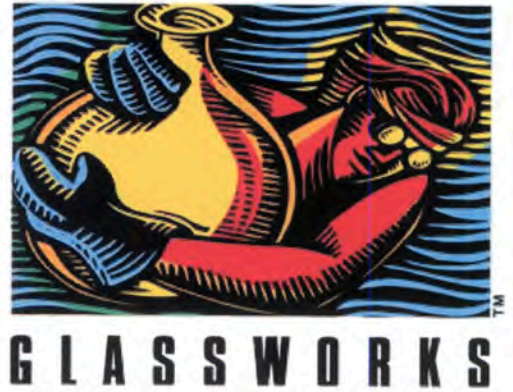
# **CITYVISIONS ASSOCIATES**

## **PHILOSOPHY OF FIRM**

CityVisions Associates is a firm created to plan, design, and develop unique and special urban *places*, not merely buildings or spaces. The careers of its principals have been dedicated to developing innovative and creative approaches tailored to the market, size, density, and culture of the downtown and neighborhoods of specific cities, recognizing their particular assets and understanding the challenges that they face. The results of this approach are unique urban developments that best take advantage of their settings, and within them contain a mix of appropriate uses whose energy helps create new destinations and serve as catalysts for district-wide redevelopment initiatives.

## **URBAN PLANNING, URBAN DESIGN, REAL ESTATE DEVELOPMENT**

CityVisions Associates offers a full range of services ranging from urban planning and urban design, to real estate project development feasibility and assessment, to the actual development of property in urban downtowns and neighborhoods. This range of services covers the full spectrum of urban real estate development, and its principals can call on a successful track record of project development steeped in the realities of the urban marketplace. The firm is adept and experienced in understanding the complexities of urban development as well as the public/private partnerships critical to their success.



## SENSE OF PLACE

The development or redevelopment of property in an urban environment requires a particular set of skills. CityVisions Associates certainly possesses these skills and can offer them to their clients with a sense of confidence. However, creating a true *sense of place* – and understanding how this affects markets – requires additional skill and expertise. Those markets seeking a true urban experience, one that is authentic and unique to its setting, are extremely discerning and can easily differentiate between merely a redeveloped space and truly a great *place*. CityVisions Associates is dedicated to creating great places.



## UNDERSTANDING MIXED USE MARKETS

Evaluating urban development opportunities requires significant professional real estate and market assessment expertise. There are many nationally recognized firms that can provide such services, based upon strong market research and an understanding of similar projects. But such analyses are not a substitute for the experience and understanding of those who have actually been through the “economic reality” of developing these types of projects. In addition, mixed-use projects are particularly difficult to model on a hypothetical basis since the synergies between and among different uses is often the critical element of economic and market success. The most successful mixed-use projects are those in which the collective impact of the mix of uses creates a new market dynamic resulting in not just a economically healthy redevelopment project, but a unique “place” that becomes a destination on its own and as such expands its market reach. The experience of CityVisions Associates in actually developing these mixed-use developments and creating such dynamic special *places* speaks for itself, and in conjunction with the requisite market and economic analyses can provide a unique perspective on potential redevelopment scenarios.





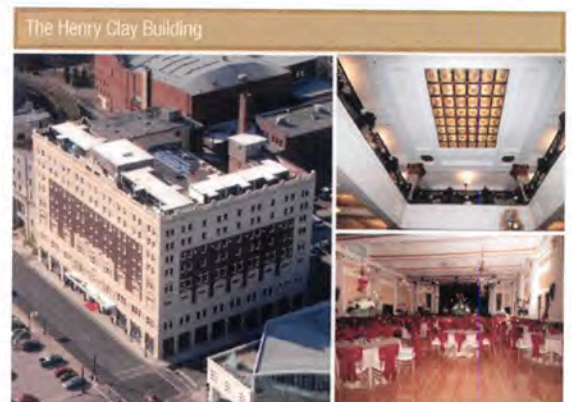
## PUBLIC/PRIVATE PARTNERSHIPS

Any successful urban development project requires strong public/private partnerships in order to be successful. There will be necessary actions and commitments by a myriad of public entities, civic entities, and private development and finance institutions. These multiple players cannot participate as separate entities, but must come together from the start in crafting a common vision and then working in true partnership to attain such a vision. This is particularly true in large, complex, multi-phased developments where the players may change over time but the partnership must be able to endure. Some cities and projects are more successful than others in crafting such public/private partnerships. CityVisions Associates has a strong – and award-winning – record of achievement in such projects, ranging from the creation of innovative residential investment funds, developing urban design guidelines, joint parking strategies, and the blending of public and private financing, to large scale downtown and neighborhood revitalization partnerships. One of its principals has experience in directing one of the most unique public/private development partnerships in existence in American cities.



## HISTORIC PRESERVATION

Each of the disciplines of CityVisions Associates support its vision of creating and maintaining healthy urban neighborhoods by preserving and valuing a community's unique heritage and creating new urban places. The firm has a record of achievement of innovative historic preservation in both the reuse of historic properties into thriving mixed-use developments and breathing new life into historic streets, districts, and urban neighborhoods.



## SEIZING THE FUTURE

Real Estate and economic development responds to, rather than shapes, the needs of society. Therefore, the ability to respond to the major societal demands of our time determines the success of development strategies. This is a time of substantial flux in the economic, technological, and cultural influences on society. As a result, predicting the future of real estate and economic success is more difficult today than in the past. However, as we look at these major influences on development, the realities which shape public policy and private investment must be keenly understood for economic success.

The insights yielded by studying these shifts shape our understanding of the characteristics of complex urban real estate development. Successful developments are achieved through an understanding of – and the talent to achieve - the integration of mixed use and universal flexible design in order to respond to shifts in market segments.

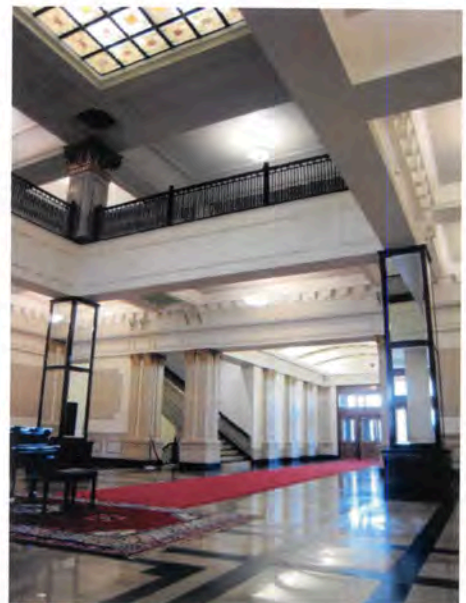
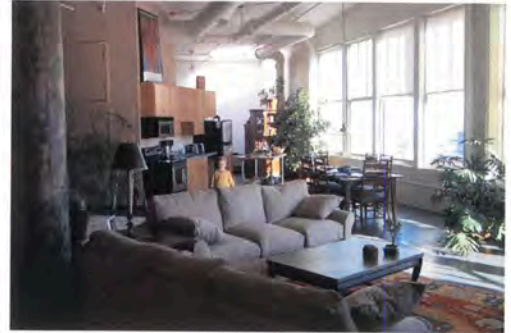
At CityVisions Associates we create Real Estate Value by focusing on efficiency in the areas listed below:

Finance – utilize incentive programs to build a long term sustainable investment strategy

Planning – integrate housing, office, and mixed-use workspaces and support in efficient flexible configurations

Operations – invest in the “infrastructure” of buildings creating engineered systems and technologies which yield efficient operations over the development life-cycle

Asset Management – create lifestyle developments where the mix of tenants and uses establishes a unique amenity package and fosters a strong economic foundation



# CITYVISIONS

ASSOCIATES

## Richardson-Olmsted Complex, Buffalo, New York



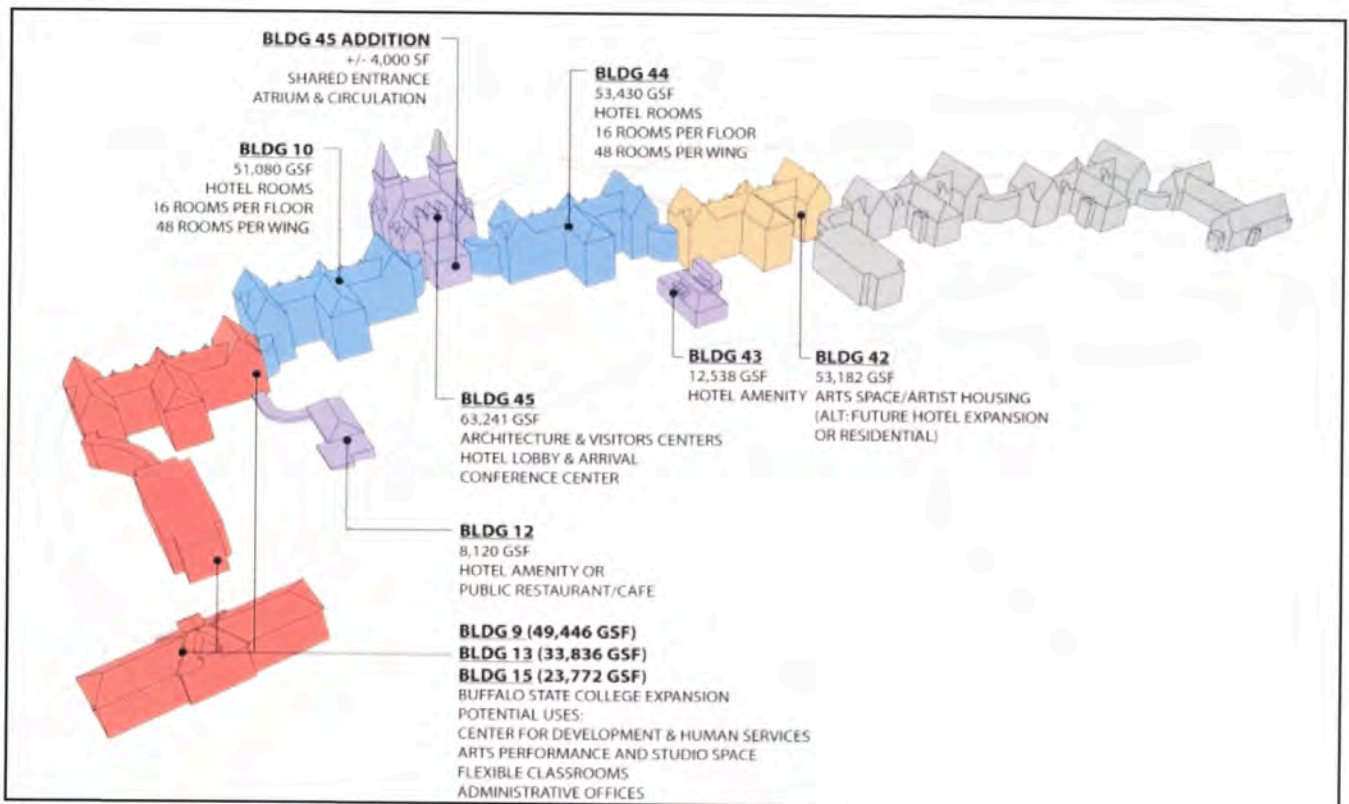
CityVisions Associates recently served as the development manager for the redevelopment and the restoration/reuse of the extraordinary Richardson Olmsted Complex in Buffalo, New York. The historic former mental hospital - designed in the 1870s in a partnership between noted architect H. H. Richardson and renowned landscape architect Frederick Law Olmsted – incorporated the most modern ideas of its time in psychiatric treatment. CityVisions Associates provided a full range of development management services on the project, ranging from the crafting of the unique multiple-use redevelopment concept, to securing the major tenant and negotiating its lease, to securing the project’s tax credit investors. The result is that the property’s transformation into a boutique hotel, conference and special events center, and Buffalo Architecture Center, is currently under construction, restoring this nationally significant architectural treasure to active use - after three decades of deterioration - and having it serve as the hub for Buffalo’s emerging arts and cultural district. The 180,000 square foot initial

phase has a total project budget of approximately \$75 million, with federal and state tax credit investors providing \$16 million.

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# CITYVISIONS

ASSOCIATES

## Whiskey Row Lofts, Louisville, Kentucky



The Whiskey Row Lofts redevelopment transformed two long-vacant properties at a strategic location amid one of the most significant historic blocks in downtown Louisville, into a thriving mixed-use development that stands today as one of the most active and vibrant properties in the entire region. The 125,000 square foot, \$15 million redevelopment - financed in part by \$7 million in Historic and New Market Tax Credits - contains 35 residential units; 20,000 square feet of commercial space, including 5 different restaurants; three rentable event spaces; an art gallery, and a live theater venue; centered around the original elegant stair. In addition, a creative design approach has resulted in a project where each unit is unique in size and character, and a number of highly desirable outdoor decks, patios, and

courtyards have been created, while still conforming to the standards that apply when historic tax credits are utilized.

An example of urban mixed-use development at its finest, the Whiskey Row Lofts project demonstrates that the combination of a key location, a beautiful historic property, and a developer expertise that fully understands tax credit financing, market demand, and the operational complexity of mixed-use projects, can result in not merely an economically feasible project, but one where “1 + 1 = 3.”

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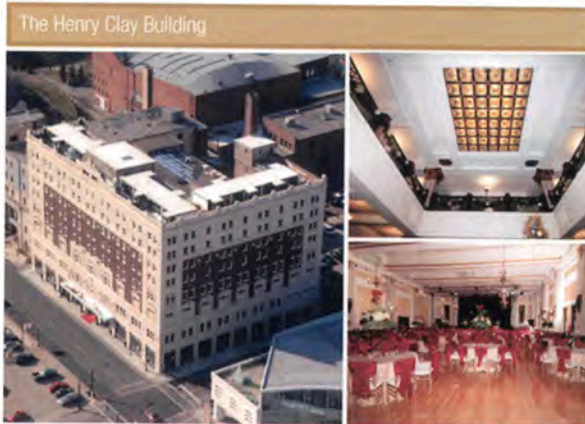




# CITYVISIONS

ASSOCIATES

## The Henry Clay, Louisville, Kentucky



The Henry Clay Commons, developed around the Renovated Henry Clay Building, the Wright-Taylor Building and a key corner at 4th and Chestnut Streets, provides a unique urban experience at the heart of the Entertainment District in downtown Louisville. These properties offer residential condominiums and apartments, retail stores, a theater, restaurants, and catered event spaces with grand ballrooms restored to their original stunning beauty.

Standing at the corner of 3rd and Chestnut streets, the Henry Clay is a unique presence in downtown Louisville; originally designed in 1924 as a Lodge for the Order of the Elks, the building remains as one of the finest examples of the neo-classic revival style that grew in popularity during the 1920s. It then operated as the Henry Clay Hotel for almost 40 years until the YWCA moved in until 1988 when they expanded and relocated their operations. The building was then purchased by the City of Louisville, but it remained empty and deteriorating until it was renovated by CITY Properties Group and opened in 2006.

Today's visitors to the Henry Clay enjoy a return to elegance and grandeur provided by this unique building from the 1920's era reborn. Once opened, the Henry Clay has quickly risen to the top of the list

as “the place” to hold an event in Louisville, boasting a “Historic Setting with Modern Amenities” and inhabiting a prominent corner near the Theater District and 4th Street Live. Those who previously knew the building marvel at the magnificence of the renovation. And now, thanks to the efforts of many, the Henry Clay stands as a model for collaborative effort towards successful urban design and will continue to serve the community, fulfilling downtown Louisville’s mission of being a great place to Live, Work and Play.

The \$18.7 million redevelopment project, developed by City Properties Group (Bill Weyland, Managing Partner) included approximately \$8 million in Federal and State Historic Tax Credits and New Market Tax Credits. The project was cited as a finalist as the nation’s most creative historic rehabilitation project in 2009 by the National Development Council. Subsequent phases of the Clay Commons project include a parking structure, the redevelopment of an additional historic tax credit project into the Mercury Ballroom, and the recently opened 160 room Hilton Garden Inn.

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THE HENRY CLAY

A DEVELOPMENT BY  
**CITY**  
 PROPERTIES GROUP



**CITYVISIONS**  
 ASSOCIATES



# A U A S S O C I A T E S

AU Associates, Incorporated, founded in 1990 on the principals of adaptive use, has focused on opportunities for urban infill, as well as the revitalization of existing structures.

By transforming neglected urban buildings with character into assets that contribute to their communities, we are preserving places that tell their communities' stories and help people understand where they have come from. By building new structures in the hearts of towns and cities, beautiful structures that blend harmoniously with their surroundings, we are not only enhancing those communities aesthetically and economically, we are enhancing the lives of the people who interact with the structures.



Elkins, WV—Before



Based on this philosophy, AU Associates since its inception in 1990 has been instrumental in preserving more than 20,000 units of housing and securing over \$140 million in financing as an owner, consultant, and developer. The company is presently involved in the creation of more than 486 units of mixed-income housing and office/retail space in urban in-fill and adaptive re-use settings; projects valued at more than \$90 million. Please see our real estate portfolio for more detail on the history of AU Associates, Inc.'s material participation in real estate transactions.

AU Associates, Inc., envisions, creates, and develops residential and commercial projects in a range of large urban and small rural communities. We have an established award winning track record in combining sophisticated financing including historic tax credits with housing tax credits, new markets tax credits along with conventional and preferential rate debt.

## **MBE/WBE Participation**

Our team recognizes and embraces the importance and necessity of MBE/DBE/WBE requirements. AU has been certified annually since 1990 by the State of Kentucky Department of Transportation, currently certified in New York State, and has National Status and Certification as WBE. AU has also performed WBE contract work through its certifications in Ohio. AU is 100% female owned and has been so since its founding in 1990. AU is certified nationally as a Woman Owned Business Enterprise. Certification is attached.

## Historic Preservation

*"By transforming neglected urban buildings with character into assets that contribute to their communities, we are preserving places that tell their communities' stories and help people understand where they have come from."*



Elkins, WV—After

In order to accomplish this, we combine various forms of financing. We have consistently utilized both the Federal and State historic tax credit, which mandates conformance to specific guidelines. To help understand the complexity of this process, we have summarized below the methodology we follow in order to accomplish the art of adaptively re-using historic structures.

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for rehabilitation tax credit.

## Affordable Housing

*"...it is our responsibility to contribute to the community. I hope that turning abandoned old buildings into beautiful, safe, affordable homes and commercial space is regarded as a contribution, not only to the residents, but to their communities. It's certainly rewarding to me to be able to help breathe new life into an old structure and have people fall in love with it all over again." – Holly Wiedemann*



Davis Park View, Lexington, KY—Interior Shots

The Low Income Housing Tax Credit was created under the Tax Reform Act of 1986 which provides incentives for the utilization of private equity in the development of affordable housing for low-income individuals and families. These credits are awarded to each state on a per capita basis and administered in competitive funding rounds annually by Kentucky Housing Corporation.

AU Associates, Inc. participates in these competitive funding rounds with awards based upon meeting criteria determined by the state finance agency's qualified action plan. AU has successfully worked with Kentucky Housing Corporation and the West Virginia Housing Development Fund for over the past twenty years. AU also partners with financial institutions which purchase these credits in order to fund the capital costs in creating affordable housing. In addition to tax credits, AU works with local communities and other finance agencies to secure additional funds including Community Development Block Grants, Federal Home Loan Bank monies, local Housing Authority Funds, Section 8 HOME Funds, Affordable Housing Trust funds, local Downtown Development Funds, and New Market Tax Credits. We are experienced and accomplished at combining cross cutting regulations in an effective and innovative manner to produce affordable housing and mixed use developments.

## Construction and Property Management

In 2010, AU created AU Construction, LLC as a subsidiary and 100% Woman owned Business Enterprise. The purpose of creating AU Construction was to vertically integrate AU by better controlling the quality of our projects and to reduce the risk of construction. AU Construction has built \$40 million of projects since its inception.



Davis Park View, Lexington, KY

In 2013, AU subsequently created AU Management, in order to manage our portfolio in its entirety. This decision has resulted in fully vertically integrating all aspects of development, construction, and management under the AU umbrella of capabilities.



A U A S S O C I A T E S

## The St. Francis, Louisville, Kentucky



The former YMCA, built in 1913 and located at the corner of Third and Broadway in downtown Louisville, was transformed and rededicated as The St. Francis building, a mixed use development by AU Associates. This 120,000 square foot building is now the focal point for 58 stunning apartments, including studio, one and two bedroom homes, along with an exceptional two-level penthouse. It also has approximately 18,000 square feet of retail and office space on the ground and first floor levels. Along with this exciting blend of uses, it is the home to St. Francis High School, an innovative downtown center of academic and learning excellence.

**Financing Structure:** With multi-layered sources from HUD, the City, historic tax credit equity, and private funds for the high school, it was a jurisdictional challenge to marry the sources in a timely



A U A S S O C I A T E S



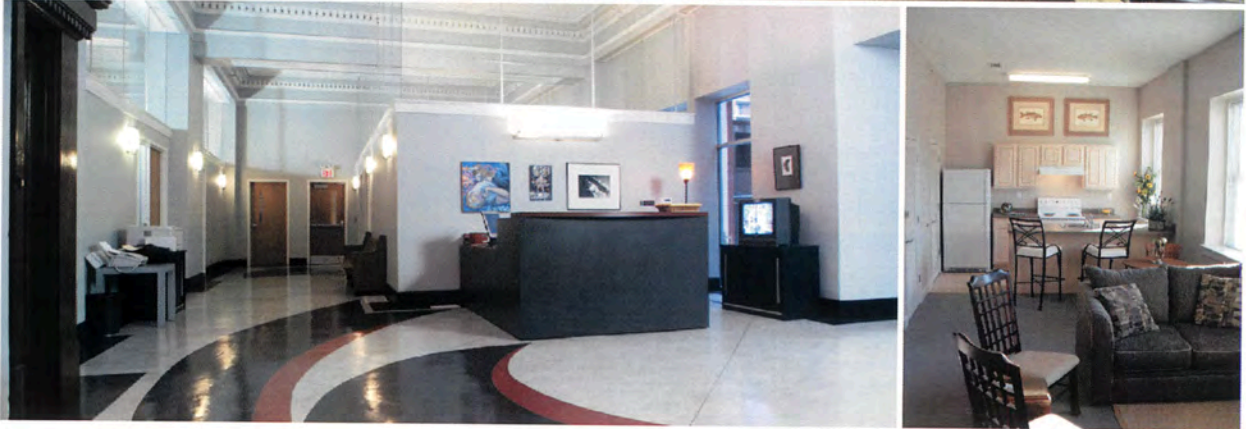
fashion and line-up all the cross-cutting regulations for the different use types. AU Associates was tremendously creative and by creating a precise legal structure, was able to pass along historic tax credit equity to St. Francis High School, a non-profit entity.

This \$15 million project included over \$3 million in Federal historic tax credits and an additional \$500,000 in CDBG funds.

**Contact/Reference:**

Tom Pike  
Former Head of School, St. Francis High School  
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**A U A S S O C I A T E S**

## Riverview at Clendenin, Clendenin, West Virginia



Riverview at Clendenin is a mixed use development that re-defines the term, “Adaptive Re-Use”. AU’s innovative approach to re-using Clendenin School has resulted in one of the most creative solutions to West Virginia’s dual challenge of regional health care and affordable housing for seniors.

Clendenin School, located on the Elk River, was originally built in 1913. This imposing structure had been left vacant for more than 40 years, although its slate roof and sturdy construction allowed it to remain structurally sound.

AU was called upon to find a solution to a problem that had plagued Clendenin for years; what to do with an abandoned school that could serve the community and be economically feasible. By capitalizing on a multitude of funding sources, we were able to forge liaisons in combining financial sources that had never been done before. Specifically, we combined Federal Historic



**A U A S S O C I A T E S**

Tax Credits, State of West Virginia Historic Tax Credits, Neighborhood Stabilization Program funds, USDA-Rural Development and medical stimulus funds to make this project work. It has been a challenging but rewarding effort.

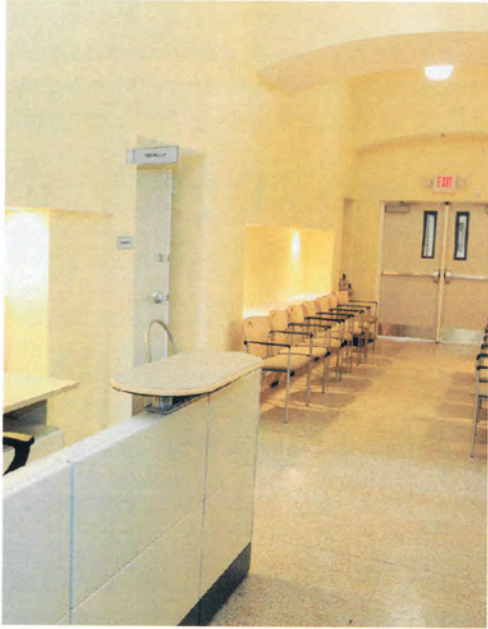
Riverview at Clendenin was a \$5.5 million project developed by AU Associates. It included over \$1.2 million of historic tax credits. In addition to creating a state of the art medical clinic for Cabin Creek Health Care, it is also home to a dental office practice, a pharmacy and 19 units of affordable housing for independent seniors. This development represents AU's first foray into the medical realm, and adds to its experience of residential, office, education, arts, restaurant and mixed use project experience.

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**Riverview at Clendenin, Before**



Medical, Pharmacy and Residential Mixed Use Project; Riverview at Clendenin

Novogradac



# Journal of Tax Credit Housing

October 2009, Volume II, Issue X

Published By Novogradac & Company LLP

Featured Development:

## The First Presbyterian Church Apartments Lexington, Ky.

Also in this issue:

**Washington Wire: Housing Supporters Hard at Work**

**Investors Receptive to LIHTC Carryback Proposal**

**Industry Spotlight: James Schmid**

**Focus On: Anchorage, Alaska**

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

# Church Preserves Oldest Apartment Building in Lexington

By Jennifer Dockery, Staff Writer, Novogradac & Company LLP

When the Rev. Lee Bowman, pastor of the First Presbyterian Church of Lexington in downtown Lexington, Ky., decided to renovate the Colonial Apartments and former servants quarters, she based the decision more on expediency than ministry. The church had acquired the buildings years earlier because they abutted the church's land, and now the apartments had several code violations. In a stroke of providence for Bowman, one of First Presbyterian's members was an experienced affordable housing developer that specialized in the renovation of historic buildings. Congregation member Holly Wiedemann brought her company, AU Associates Inc., into the development, and the company used low-income housing tax credits (LIHTCs) and historic tax credits (HTCs) to turn the oldest apartment building in Lexington into the city's newest affordable housing complex.

"As it turned out, the decision we made had everything to do with ministry. It became a mission of the church ... to offer this opportunity for fair housing in downtown Lexington," said Bowman, now pastor of First Presbyterian Church of Highland in Highland, N.C.

Called the First Presbyterian Church Apartments, the 10-unit affordable housing complex consists of two contiguous buildings constructed in the mid-1800s that are listed on the National Register of Historic Places. The Colonial Apartments, built around 1860 and thought to be the oldest apartment building in downtown Lexington, contains six accessible units. Attached to a historic home, the smaller building began life as servants quarters sometime before 1850 and contains four units. The 10 units include one studio, two one-bedroom apartments and seven two-bedroom apartments. The three-story Colonial building contains an elevator and a community room/lending library that is available to residents of both buildings.

"Accessibility is always a priority during the renovation of



Photo Courtesy: AU Associates Inc.

Dr. Tom Farmer, interim pastor of the First Presbyterian Church; Paula King, director of community development and the city of Lexington HOME program; Diane Lawless, third district councilwoman; Holly Wiedemann, president of AU Associates Inc.; Rick McQuady, chief executive officer of Kentucky Housing Corporation; and Tim Schuler, vice president of Central Bank celebrated the grand opening of The First Presbyterian Church Apartments on July 23.

AU's projects. The goal is to be as welcoming and accessible as possible. Many of our congregation also signed up on the waiting list and were particularly interested in accessibility given their age," said Wiedemann.

Designed by S+A Architecture Inc., units feature large windows, spacious closets, individually controlled thermostats, fully equipped kitchens and new finishes. AU Associates' contractor, Churchill McGee LLC, was able to preserve the original hardwood floors, ceilings and molding in both buildings as well as the original mantels in the servants quarters. Although the buildings share a wall, different floor levels and ceiling heights made it unrealistic to combine them.

"We were able to reuse this existing historic building in downtown Lexington. Proper attention and care [can] maintain the character of the city," said architect Dudley Ives, AIA.

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Units are affordable to people earning less than 60 percent of the area median income, which is \$27,300 for a one-person household in Lexington. Two of the units are set aside for people with special needs, those with HIV/AIDS, those recovering from alcohol and drug addiction, or those with physical disabilities.

"We realized we had an opportunity to provide some housing for people downtown," said H. Foster Pettit, a life-long member of the First Presbyterian Church and former mayor of Lexington. Pettit served as a general advisor to the development team. Wiedemann said that AU Associates approached members about the type of housing that would be most useful in the area. Several members were volunteers with organizations that helped HIV/AIDS patients and recovering addicts.

First Presbyterian Church Apartments offers residents a number of community and social services. AIDS Volunteers Inc. provides assistance through its Housing and Supportive Services Assistance Program. Program services include rent and utility assistance, food and transportation assistance, caregivers and prescription co-pay assistance. Bluegrass Regional Mental Health-Mental Retardation Board Inc. provides social and residential detoxification, intensive outpatient treatment, traditional outpatient treatment, transitional treatment and case management. Additionally, residents will be able to take advantage of nearby services, including adult education and GED classes, online classes, family development services and financial services. Three buses stop within one-quarter of a mile of the apartments and a farmers' market is one block away. Winterwood Inc. serves as the property manager.

Redevelopment of the two historic buildings in Lexington's Northside Residential Historic District cost \$1.72 million. Rehabilitation costs were a little more than \$934,000. The property received an allocation of LIHTCs, which resulted in a \$1.3 million equity investment from Central Bank. Central Bank also provided a \$500,000 bridge loan for the property; the City of Lexington HOME program provided \$250,000; and Kentucky Housing Corporation's affordable housing trust fund provided \$100,000. The property also received federal and state HTC's after AU Associates worked to get the buildings listed on the National Register of Historic Places.

"We are directly serving the needs of a customer with whom we had a prior relationship," said Central Bank's Steve Kelly; the church has been a bank customer for several years. Central Bank provided the church with a \$350,000 loan in



Photo Courtesy: AU Associates Inc.  
AU Associates Inc. restored the original mantels and floors at the First Presbyterian Church Apartments.

2006 to purchase the properties.

The community bank began investing in LIHTCs about five years ago as an increasing number of customers began using the credit, said the bank's Tim Schuler. "The customers that we work with are getting more into these services ... and it's a good return for the bank."

By using the LIHTC equity to redevelop the apartments, that original mortgage was wiped out. The church did not invest any of its own money in the renovations. To ensure that the apartments would not be a drain on the church's funds, the developer based the building's cash flow on only nine of the 10 units being leased.

"They will do nothing but support and enhance the neighborhood. The church will absolutely support the beauty of that historic area," Bowman said.

Infrastructure costs placed more of a burden on the property than the fees associated with the funding. AU Associ-

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ates had decided to bury the property's utility wires underground only to discover that the city did not have a program in place to bury the lines. Additionally, the developer discovered during construction that the water line in front of the building had not been replaced since 1913 and was made of wood. Eventually, the city agreed to replace the line and charged the developer accordingly.

"Our greatest challenge was dealing with Lexington's existing infrastructure downtown. We were astounded to discover that the waterline in front of the building had not been replaced since 1913," Wiedemann said.

Although using tax credits on such a small property increased legal and marginal development costs, Wiedemann said that without the subsidies, it would have been impossible to renovate the property.

"Given the difference between the construction cost and the rent levels, a combination of creative funding sources, including all of the ones that we used, is often the only means by which affordable housing can be achieved," Wiedemann said.



Photo Courtesy: AU Associates Inc.

Each unit contains a refrigerator, dishwasher, stove and microwave.

Wiedemann expects that all of the units will be occupied by the time the church celebrates its 225<sup>th</sup> anniversary in October. First Presbyterian Church Apartments held its grand opening on July 23 and the building received its certificate of occupancy on July 30. The property's first three residents moved in in August. ❖

## The First Presbyterian Church Apartments

### In Summary

#### About the Property

- ◆ The First Presbyterian Church Apartments feature 10 affordable units in two historic buildings in downtown Lexington, Ky.
- ◆ AU Associates Inc. renovated the units in association with The First Presbyterian Church of Lexington, which owns the buildings.
- ◆ The units include refrigerators, dishwashers, microwaves and ovens. Several of the units are accessible to people with physical disabilities and one of the buildings has an elevator.
- ◆ S+A Architecture preserved many of the original features of the 19th century buildings, including the flooring, windows, brick facades and fireplace mantels.

#### Financing

- ◆ \$1.3 million in low-income housing tax credit equity provided by Central Bank.
- ◆ \$500,000 bridge loan from Central Bank.
- ◆ \$250,000 from the city of Lexington (Ky.) HOME program.
- ◆ \$100,000 from Kentucky Home Corporation's affordable housing trust fund.
- ◆ Federal and state historic rehabilitation tax credits.
- ◆ \$350,000 mortgage loan from Central Bank for the purchase of the property (2006).

This article first appeared in the October 2009 issue of the Novogradac Journal of Tax Credit Housing.  
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726 Exchange Street | Suite 1006 | Buffalo, NY 14210

March 20, 2015

Purchasing Agent  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Re: Old County Courthouse

Dear Sir or Madam:

I am pleased to convey my enthusiastic support for CityVisions Associates in the role of Development Agent. CityVisions Associates served a similar role for the Richardson Olmsted Complex redevelopment and was instrumental in the successful reuse of this National Historic Landmark.

CityVisions Associates worked closely with the Richardson Center Corporation on the redevelopment of this massive project, massive both in the complexity and breadth of the buildings and grounds. Our not for profit corporation was created to formulate and implement a reuse plan. As such, we were skilled in many ways but novices regarding the tax credit process. CityVisions provided the necessary assistance to leverage public funds with private investment equity, set up a rational process with the necessary team of specialists, and helped to put in place a framework for management.

The end result was the creation of a financially viable plan for reuse of both the buildings and the site. This plan was the foundation necessary to redevelop this significant historical resource. Reuse is finally underway after decades of failed attempts.

Please feel free to contact me at [monica@richardson-olmsted.com](mailto:monica@richardson-olmsted.com) or (716) 601-1151 for any additional information.

Sincerely,

Monica Pellegrino Faix  
Executive Director



## PROPOSED FEE SCHEDULE

The Scope of Services as specified in the RFP details three phases for the requested Development Agent Services: its Pre-Development Phase; its Construction Phase; and its Post-Construction (Initial Operational) Phase. Each of these phases requires a different set of tasks to be undertaken, as the RFP denotes. Some of these tasks are relatively straightforward as to a determination of time expected to be expended, such as the procurement of third party professionals and service providers. Many others, however, are far less certain, and depend in part on decisions and circumstance that arise elsewhere in the phase. Some of the outstanding questions would be financing considerations, such as whether to pursue New Market Tax Credits; the interest and number of potential tax credit investors; the multiplicity of tenants and the complexity of their respective lease negotiations; and other currently uncertain variables. Our experience over the course of many such similar endeavors suggests the most reasonable and equitable approach that mutually respects both the provider and the client, in this case LFUCG, is to conduct our work under a fee structure by phase, rather than individual task. In this manner, the necessary work will be completed regardless of additional complexity and/or multiple sets of negotiation and solicitation. We have developed a reasonable fee schedule under this approach based upon the initial aggregate hard cost construction estimate, combined with our experience in how the Development Services required relate to this presumed cost figure. We therefore propose a fee structure of 4%, divided into the three phases as follows, based upon an aggregate initial cost estimate of approximately \$30 million dollars.

Phase 1: Predevelopment Services	@ 2.0%	\$600,000
Phase 2: Construction Services	@ 1.5%	\$450,000
Phase 3: Post-Construction Services	@ 0.5%	\$150,000

These fees do not include third-party contractors and/or professional service providers that are to be engaged for the Courthouse project. It may be prudent and desirable in certain instances to have such expertise engaged by the Development Agent rather than the LFUCG or subsidiary entities. This is certainly something that can be decided at a later date on a case-by-case basis.

There are certain required services, such as the preparation of portions of the tax credit applications as an example, that *could* be undertaken in-house, rather than as third party services. These items again can be discussed further after a base contract is executed, to determine the most efficient and cost effective method of delivery. Our fee proposal, therefore, is based upon those services as currently detailed in the RFP document.

In addition to the professional fee, an amount not to exceed 2.5% of the fee in each phase would be allowed for direct expenses and costs (excluding third party services).

Please note that in most instances, the costs of the Development Services as proposed herein are considered to be Qualified Rehabilitation Expenses (QREs) for purposes of calculating the total Federal and State Historic Tax Credits the project can support. If successful in securing such credits, up to 40% of this expense may be recouped through the transference of the tax credits to the project's investor(s).

We understand that the ability of LFCUG to engage CityVisions/AU Associates is dependent upon the availability of funding for each Phase, and should a Phase not be funded, no obligations regarding a continuation of our engagement to that Phase will be in effect.





STEVEN L. BESHEAR  
GOVERNOR



LORI H. FLANERY  
SECRETARY  
FINANCE AND ADMINISTRATION CABINET

M W B E

MINORITY & WOMEN  
BUSINESS ENTERPRISE

This certificate acknowledges that

*A U Associates, Inc.*

has been certified as a Women Business Enterprise  
by the Commonwealth of Kentucky.



A handwritten signature in black ink, appearing to read "Steven L. Beshear".

STEVEN L. BESHEAR  
GOVERNOR

Expiration: January 30, 2016



## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

Signature

Signature

Name of Business

Name of Business

*Barry Hunt*

*[Handwritten Signature]*

*CIVILIANS ASSOCIATES*

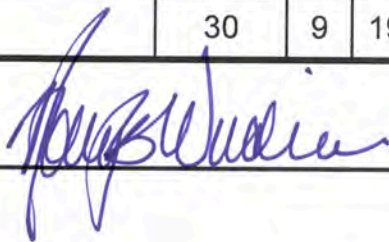
*AV ASSOCIATES, INC*

## WORKFORCE ANALYSIS FORM

Name of Organization: AU Associates Date: 3-18-2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2		2								
Professionals	3	1	2								
Superintendents	2	2									
Supervisors	13		12				1				
Foremen	1	1									
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	3		3								
Skilled Craft	1	1									
Service/Maintenance	5	4				1					
<b>Total</b>	<b>30</b>	<b>9</b>	<b>19</b>			<b>1</b>	<b>1</b>				

Prepared by:



PRESIDENT & OWNER  
Name & Title

**WORKFORCE ANALYSIS FORM**

Name of Organization: CityVisions Associates

Date:      /      /     

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	3	2	1								
Professionals	2	1	1								
Superintendents	1		1								
Supervisors	4	4									
Foremen											
Technicians	2	1				1					
Protective Service											
Para-Professionals	4	1	3								
Office/Clerical	1		1								
Skilled Craft											
Service/Maintenance	2	1				1					
<b>Total:</b>											

Prepared by: Benny Alberto Managing Partner  
Name & Title



### LFUCG MWDBE PARTICIPATION FORM

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

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. AU ASSOCIATES, INC 159 OLD GEORGETOWN STREET LEXINGTON, KY	PHASE 1 PHASE 2 PHASE 3	50% OF TOTAL CONTRACT AMOUNT	50%
2.			
3.			
4.			

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

CITY VISIONS ASSOCIATES  
Company

Benny Albert  
Company Representative

\_\_\_\_\_  
Date  
AU ASSOCIATES, INC  
Company

\_\_\_\_\_  
Title  
[Signature]  
Company Representative

3.22.2015  
Date

PRESIDENT  
Title



**MWDBE QUOTE SUMMARY FORM**

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

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

CITY VISORS ASSOCIATES  
Company

Bany Albert  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

AV ASSOCIATES, INC  
Company

[Signature]  
Company Representative

MARCH 22, 2019  
Date

PRESIDENT  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

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

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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

The undersigned acknowledge that all information is accurate and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

CITY VISIONS ASSOCIATES  
Company

BARRY ALBERT  
Company Representative

\_\_\_\_\_  
Date  
AV ASSOCIATES, INC  
Company

\_\_\_\_\_  
Title  
[Signature]  
Company Representative

3.22.2015  
Date

PRESIDENT  
Title

## **AFFIDAVIT**

Comes the Affiants, Holly B. Wiedemann & Barry Alberts, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Holly B. Wiedemann and he/she is the individual submitting the proposal or is the authorized representative of AU Associates, Inc., and his/her name is Barry Alberts and he/she is the individual submitting the proposal or is the authorized representative of City Visions, the entities 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.

Barry Alberts  
STATE OF Kentucky  
COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Barry Alberts on this the 24<sup>th</sup> day of March 2015.

My Commission expires: November 19, 2015

Martha J. Dryden  
NOTARY PUBLIC, STATE AT LARGE



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

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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.

Holly B Wiedemann  
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Holly B Wiedemann on this the 24<sup>th</sup> day of March 2015.

My Commission expires: November 19, 2015

Martha J Dryden  
NOTARY PUBLIC, STATE AT LARGE



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

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

Firms Submitting Proposal:

AU Associates, Inc.

Complete Address: 159 Old Georgetown Street

Lexington KY, 40508

Contact Name: Holly B. Wiedemann Title: President/Owner

Telephone Number: (859) 233-2009 Fax Number: (859) 259-0401

Email address: holly@auassociates.com

CityVisions Associates, LLC

Complete Address: 815 West Market Street, Suite 300

Louisville, KY 40202

Contact Name: Barry Alberts Title: Managing Partner

Telephone Number: (502) 561-7885 Fax Number: (502) 584-9414

Email address: balberts@cityvisionsassociates.com

## 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, 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.

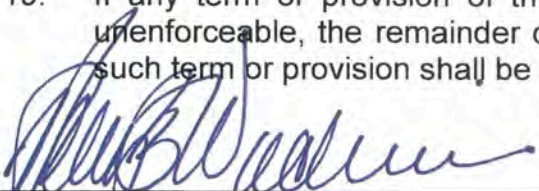
#### B. At Will Termination

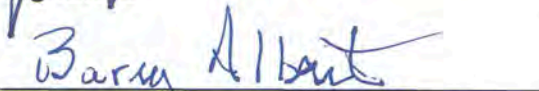
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

March 24, 2015  
Date

3.24.2015  
Date



CITYPRO-01

MHEAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Zandt, Emrich & Cary Inc. 12401 Plantside Drive Louisville, KY 40299	<b>CONTACT NAME:</b> Karen O'Hara, CIC, CPIW, AAI, CPIA <b>PHONE (A/C, No, Ext):</b> (502) 456-2001 <b>FAX (A/C, No):</b> (502) 454-5137 <b>E-MAIL ADDRESS:</b> service@vzeczins.com														
<b>INSURED</b>  CityVisions LLC 815 W Market Street, Suite 300 Louisville, KY 40202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Westfield Insurance Co.</td> <td>24112</td> </tr> <tr> <td>INSURER B : Bridgefield Casualty Ins Co-Kentucky</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Co.	24112	INSURER B : Bridgefield Casualty Ins Co-Kentucky		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CWP3993393	11/16/2014	11/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CWP3993393	11/16/2014	11/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP3993393	11/16/2014	11/16/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	19635391	09/22/2014	09/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Lexington Fayette Urban County Government  
 200 East Main Street  
 Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITYVIS-01

MHEAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Zandt, Emrich & Cary Inc. 12401 Plantside Drive Louisville, KY 40299	<b>CONTACT NAME:</b> Karen O'Hara, CIC, CPIW, AAI, CPIA <b>PHONE (A/C, No, Ext):</b> (502) 456-2001 <b>FAX (A/C, No):</b> (502) 454-5137 <b>E-MAIL ADDRESS:</b> service@vzecsins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Houston Casualty Company	<b>NAIC #</b> 42374
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
  
 CityVisions Associates LLC  
 815 W Market Street Ste 300  
 Louisville, KY 40202

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			H714103671	06/18/2014	06/18/2015	Per Occurrence 1,000,000
A	Liability			H714103671	06/18/2014	06/18/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability Deductible is \$4,500.00

**CERTIFICATE HOLDER****CANCELLATION**

Lexington Fayette Urban County Government  
 200 East main Street  
 Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## EXCEPTIONS

The requirement that the Consultant carry \$3 million in aggregate Professional Liability Insurance will be met prior to the execution of a contract, should the proposal be accepted.

