

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION/ ITEM NO. 7-593
SUPPLEMENTAL AGREEMENT NO. 7
TERMS OF THE SUNSET AGREEMENT AMENDED**

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (CABINET) and the Lexington Fayette Urban County Government (RECIPIENT) acting as an amendment to the Original Agreement entered into between the parties dated December 13, 2000; Supplemental Agreement No. 1 dated March 9, 2009; Supplemental Agreement No. 2 dated July 10, 2011; Supplemental Agreement No. 3 dated July 21, 2014; Supplemental Agreement No. 4 dated August 6, 2015, October 2015 Memo Agreement; Supplemental Agreement No. 5 dated January 10, 2017, and Supplemental Agreement No. 6 dated April 30, 2021 which included the terms of the Sunset Agreement entered into by the CABINET, the RECIPIENT and the Lexington Community Land Trust (LCLT) dated December 17, 2020 for the Newtown Pike Extension Project (PROJECT),

WHEREAS, the parties desire to incorporate the modifications to the terms and conditions made in the amended Sunset Agreement for the PROJECT;

WHEREAS, the changes do not result in the authorization of additional funds for the PROJECT.

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

The Modified Sunset Agreement shall be incorporated herein as Attachment A

All other terms and conditions of the Original Agreement, Supplemental Agreements, Memo and Sunset Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

Commonwealth of Kentucky Transportation Cabinet:

Approved as to form & legality:

Attorney

Date: _____

Jim Gray, Secretary

Date: _____

Lexington Fayette Urban County Government

Approved as to form & legality:

Attorney

Date: _____

Linda Gorton

Linda Gorton, Mayor

Date: 3/10/2023

**LEXINGTON- FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION PROJECT
ITEM NO. 7-593
SUPPLEMENTAL AGREEMENT NO. 7
SUNSET AGREEMENT MODIFICATION 1**

**ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Scope of Work:

This PROJECT shall incorporate the changes in the Sunset Agreement Modification

MODIFICATION
to the
Sunset Provisions for Newtown Pike Extension Environmental
Justice Mitigation

WHEREAS, the Department of Highways (Department) and the Lexington Fayette County Government (LFUCG) entered into an agreement on December 13, 2000 and series of six supplemental agreements (SA), including the Supplemental Agreement No. 6 (SA#6) which incorporated by reference the Sunset Provisions for Newtown Pike Extension Environmental Justice Mitigation (Sunset Agreement) relating to the Newtown Pike Extension Project (NPE), including mitigation of project impacts to a low income and minority neighborhood, Davis Bottom N/K/A Davis Park; and

WHEREAS, in SA#6, the Department agreed to authorize and reimburse LFUCG an \$800,000 allocation of SLX funds with \$200,000 matching funding to be provided by LFUCG for design and construction of Davis Park in addition to KYTC's agreement to authorize \$750,000 of federal STP funds with a state match to LFUCG to design a bus stop and install streetscape amenities; and

WHEREAS, the cost of the design and construction of Davis Park have increased beyond the current funding levels;

NOW, THEREFORE, the Department, LFUCG, and the LCLT, the three principal parties of the Sunset Agreement, desire to make modifications to specific terms of the Sunset Agreement, reapportioning funding from one component of the project to another. Specifically, \$200,000 STP funds previously directed to the design of a bus stop and installation of streetscape amenities will be redirected to allow an additional \$200,000 for the design and construction of Davis Park. In summary, the Streetscape project will have a revised allocation of \$550,000 of federal STP funds with a state match and the Davis Park project will have a new allocation of \$200,000 federal STP funds with state match in addition to the original \$800,000 Federal SLX Funds and \$200,000 LFUCG matching funds. The principal parties also agree to extending specific deadline dates and confirming assurances that outstanding commitments will be kept. When fully executed, this Modification will be incorporated by reference into a 7th SA by and between the Department and LFUCG.

1. The original **KYTC Financial Commitments** relating to park construction and Streetscape are amended to use up to and including \$200,000 from the Streetscape (set forth on page 2, KYTC Financial Commitments item 5 in the Sunset Agreement) allocation on park construction (set forth on page 1, KYTC Financial Commitments, item 3 in the Sunset Agreement) as is provided by approved plans. This modification represents a Department commitment revision of \$1,000,000 for construction of the park and a Department commitment revision of \$550,000 for streetscape amenities including bus stops. This modification does not change the

Department's total financial commitment to the project or the understanding that **NO ADDITIONAL FUNDS** will be requested or forthcoming pertaining to social justice mitigation and/or the LCLT. as set forth in the Sunset Agreement and SA#6.

2. The completion date for the neighborhood park, originally set for no later than December 31, 2022 is hereby revised to reflect completion deadline of June 30, 2023.
3. The completion date for the installation of streetscape, originally set for June 2023 is hereby revised to reflect completion deadline of December 2023.
4. LFUCG agrees to allow the LCLT to maintain its current office space at no cost to either KYTC or LCLT until the completion of the community building, December 2023.
5. The completion date of the institution/community building, originally set for June 2023 is hereby revised to reflect completion deadline of December 2023.
6. The last \$200,000 payment of the additional funding to reimburse the LCLT for ongoing administrative expenses and additional expenses incurred in affordable housing development currently scheduled to be paid at the beginning of the 2023 fiscal year will be withheld until such time as the LCLT adequately meets its commitments set forth in the Sunset Agreement as determined by the Department.

Nothing in this modification, other than those terms specifically set forth changes any of the commitments of the parties originally set forth in the Sunset Agreement.

Any dispute regarding a question of fact between the principal parties concerning or relating to the terms of this modification, including funding, shall be referred to the Secretary of Transportation the Kentucky Transportation Cabinet, or their duly authorized representative, whose decision shall be final.

Any additional proposed change or extension to this Agreement shall be at the mutual consent of the principal parties. Future modifications, if any, which have no financial impact to the parties may be accomplished by a letter of agreement between the parties executed by their authorized representatives.

IN TESTIMONY WHEREOF, the three principal parties have caused these presents to be executed by their duly authorized officers:



Lexington Community Land Trust

1.20.23
Date

Reviewed as to form and legality:

William Fogle
Office of Legal Services
Kentucky Transportation Cabinet

Date


James P. Gray II
Secretary
Kentucky Transportation Cabinet

Date

Reviewed as to form and legality:

Department of Law
Lexington-Fayette Urban County Government

Date



Linda Gorton
Mayor
Lexington-Fayette Urban County Government

Date | 3/10/2023