

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into on this ___ day of, 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **LEXINGTON COMMUNITY LAND TRUST, INC.** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose address is 522 Patterson Street, Lexington, Kentucky 40508 (hereinafter referred to as "Organization").

WHEREAS, Government and Organization entered into an Agreement dated April 26, 2010 ("Agreement"), in which the Organization was allocated annual payments in the amount of \$250,000 for a five year period for establishment and operation of a Community Land Trust in the Southend Park Neighborhood as part of the Newtown Pike Extension Project and as approved in the Final Environmental Impact Statement signed June 12, 2007 and entered into the Record of Decision signed on October 11, 2007.

WHEREAS, Government and Organization entered into an Amendment to Agreement dated September 11, 2014, in which the Organization was provided an additional \$100,000 for design mitigation expenses;

WHEREAS, Kentucky Transportation Cabinet has executed Supplemental Agreement No. 4, allocating additional funds to the Government for additional design mitigation expenses associated with establishment and operation of the Lexington Community Land Trust;

WHEREAS, the Agreement provides for all amendments to be in writing executed by Government and Organization;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Government agrees to provide the Organization with the following funding in the amount of \$2,228,038 as authorized by the Kentucky Transportation Cabinet in Supplemental Agreement No. 4:

An additional \$80,000 is authorized for reimbursement of AU Associates, Inc. (AU) for the initial upfront buyout of Davis Park View.

An additional \$50,000 is authorized to cover the additional legal expenses incurred in the set-up for the Lexington Community Land Trust.

An amount up to \$392,980 will be authorized to make owner residents whole after **Project**. These funds shall be distributed as follows:

- 716 De Roode Street (\$132,160)
- 738 De Roode Street (\$129,660)
- 734 De Roode Street (\$131,160)

An amount up to \$125,219 is authorized as an incentive to compensate for the square footage difference for renters to homeowners. These funds shall be distributed as follows:

- 730 De Roode Street (\$70,872)
- 750 De Roode Street (\$54,347)

An amount up to \$30,000 will be authorized for the Homeowner Incentive Package at a rate of \$10,000 per home at the following addresses:

- 716 De Roode Street (\$10,000)
- 738 De Roode Street (\$10,000)
- 734 De Roode Street (\$10,000)

An amount up to \$142,839 is authorized as Gap Financing for the difference between construction costs and the appraised market value for the renters moving into the new

neighborhood as homeowners or renting from the Lexington Community Land Trust. These funds shall be distributed to homes as indicated at the following address:

- 730 DeRoode Street/\$52,519
- 750 DeRoode Street/\$45,160
- 746 DeRoode Street/\$45,160

An additional \$1,000,000 is authorized for seed money to set up the Community Land Trust and insure operating expenses are covered until the build-out of the new homes. \$250,000 payable per year for four years beginning in the year 2016 is authorized.

An amount up to \$407,000 is authorized for “gap” funding for payment to either the construction lender or the construction lender and the builder, an amount equal to the difference between the lower appraised value and the higher cost to build for the 13 or 14 of the sixteen Phase I single family homes.

2. Except for the \$1,000,000 authorized for seed money to set up the Community Land Trust, all funds requested by the Organization shall be fully supported by invoices.

3. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Organization agrees as follows:

a. The Organization will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Organization further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Organization agrees to provide, upon request, needed reasonable accommodations. The Organization will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Organization will, in all solicitations or advertisements for work placed by or on behalf of the Organization; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The Organization will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Organization's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Organization will take such action with respect to any contract, subcontract or purchase order as the Government or the Kentucky Transportation Cabinet may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The Organization will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Organization will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Project books, records and accounts by the Government or the Kentucky Transportation Cabinet and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Organization's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Organization may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The Organization will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The Organization will take such action with respect to any contract, subcontract or purchase order as the Government or the Kentucky Transportation Cabinet may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Organization becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the Government or the Kentucky Transportation Cabinet, the Organization may request the United States to enter into such litigation to protect the interests of the United States.

4. In all other respects, except as specifically modified herein, the terms of the Agreement dated April 26, 2010, and as amended on September 11, 2014, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Second Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

**LEXINGTON-COMMUNITY LAND TRUST,
INC.**

BY: _____

Signature of Authorized Official

Printed Name