



MEMORANDUM

TO: Charlie Lanter
Grants and Special Programs

FROM: Doug Burton, P.E.
Director of Engineering

DATE: February 25, 2022

RE: LFUCG: PO with Element Design PLLC, for consulting services

The LFUCG in cooperation with the KYTC has selected Element Design to provide consulting services to develop construction plans, specification and contract documents for bus shelters to be constructed on Oliver Lewis Way, next to the Newtown Pike Extension Mitigation Area. The cost of this professional service will be \$32,600. Attached is a scope of work for the proposed construction.

The LFUCG will be using Federal Funds as identified in ***Supplemental Agreement #6 – Addendum A: Sunset Provisions for Newtown Pike Extension Environmental Justice Mitigation, KYTC Financial Commitments: Item #5 Streetscape*** (Resolution No. 144-2021). The Kentucky Transportation Cabinet LPA Price Contracting Selection process was utilized for the selection of the consultant and the KYTC authorization has been included with this memorandum for justification and documentation.

AFG:afg

C:	George Milligan	Office of the Commissioner – Environmental Quality & Public Works
	Michelle Kosieniak	Division of Parks and Recreation
	Mark Feibes, P.E.	Division of Engineering
	Andrew Grunwald, P.E.	Division of Engineering
	Shauna O'Brien	Grants and Special Programs
	File	

22.P031.403.Design of Bus Shelter – 2-24-2022.doc



Andrew Grunwald

From: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Sent: Tuesday, January 25, 2022 2:58 PM
To: Andrew Grunwald; jt1481@yahoo.com
Subject: FW: Price Contract Request - LFUCG Div of Parks

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Please see below. If only the location of the community center was this simple....

Shane Tucker
Project Manager
Planning Section
KYTC Department of Highways, District Seven
502-564-2360 - Office

From: Oatman, Susan B (KYTC) <Susan.Oatman@ky.gov>
Sent: Tuesday, January 25, 2022 2:55 PM
To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Subject: FW: Price Contract Request - LFUCG Div of Parks

Shane,

This has been approved. Thanks!

Susan B. Oatman, P.E.

Transportation Engineer Specialist - Statewide LPA Coordinator
Division of Program Management
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40601
502-782-4763 (office)

From: Ballinger, James E (KYTC) <james.ballinger@ky.gov>
Sent: Tuesday, January 25, 2022 2:13 PM
To: Oatman, Susan B (KYTC) <Susan.Oatman@ky.gov>
Cc: Bray, Angie M (KYTC) <angie.bray@ky.gov>
Subject: RE: Price Contract Request - LFUCG Div of Parks

Susan,

I approve this LFUCG, Division of Parks, request.

James Ballinger, PE, PLS
State Highway Engineer
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622
502-564-3730

From: Oatman, Susan B (KYTC) <Susan.Oatman@ky.gov>
Sent: Monday, January 24, 2022 1:57 PM
To: Ballinger, James E (KYTC) <james.ballinger@ky.gov>
Cc: Bray, Angie M (KYTC) <angie.bray@ky.gov>
Subject: FW: Price Contract Request - LFUCG Div of Parks

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

James,

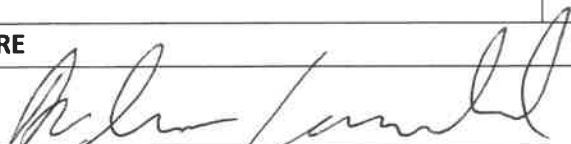
I am writing to request your approval of LFUCG-Division of Parks request (through Shane Tucker, D7) to use a price contract in accordance with KRS 45A.837 and the LPA Guide (Chapter 3). The request is to enter into a contract up to \$42,600 with Element to plan and design the construction plans and assist with construction administration for 4 bus stations along Oliver Lewis Way. The project is part of the sunset agreement funded with \$800,000 SLX funds and \$200,000 local LFUCG match. Attached is the price contract request form, the PR1, MOAs, and the scope of services.

Thanks!

Susan B. Oatman, P.E.

Division of Program Management- Statewide LPA Coordinator
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40601

**KENTUCKY TRANSPORTATION CABINET
LOCAL PUBLIC AGENCY (LPA)
PRICE CONTRACT SELECTION FORM**

PROJECT INFORMATION			
LPA NAME		PROJECT NAME	
Lexington Fayette Urban County Government		Newtown Pike Extension Bus Station - Design	
LPA PERSON IN RESPONSIBLE CHARGE		SYP ITEM NO.	
Andrew Grunwald, P.E.		7-593	
ADMINISTERING OFFICE		KYTC PROJECT MANAGER	
Division of Engineering		Shane Tucker	
PRICE CONTRACT INFORMATION (Check all that apply)			
Civil Engineering Services	<input type="checkbox"/>	Architectural/Landscaping Services	<input checked="" type="checkbox"/>
Environmental Services	<input type="checkbox"/>	Geotechnical Services	<input type="checkbox"/>
FIRMS CONSIDERED (List below)			
1. Sherman Carter Barnhart Architects			
2. Ross Tarrant Architects, Inc.			
3. Element Design, Inc.			
BASIS FOR SELECTION (Check all that apply)			
Available to meet time frame	<input type="checkbox"/>	Familiarity with federally-funded projects	<input type="checkbox"/>
Location/Proximity to site	<input type="checkbox"/>	New, small, or seldom used firm	<input type="checkbox"/>
Specific expertise required	<input type="checkbox"/>	Familiarity with project/facility	<input checked="" type="checkbox"/>
Prior performance record	<input checked="" type="checkbox"/>	Minority business enterprise	<input checked="" type="checkbox"/>
Other <input checked="" type="checkbox"/> Please Explain: Element Design is currently working with the LFUCG Division of Parks & Recreation to plan and design the construction plans for the Southend Park. We feel that they have a working relationship with the LFUCG and a good understanding of the project. This will help produce a consistent result representing the original neighborhood and the new park.			
FIRM SELECTED			
FIRM NAME			
Element Design, Inc			
ESTIMATED CONSULTANT FEE(S) FOR THIS PROJECT:			
DESIGN:			\$32,600.00
RIGHT-OF-WAY:			\$0.00
CONSTRUCTION INSPECTION:			\$10,000.00
Other:			
TOTAL ESTIMATED FEE:			\$42,600.00
TOTAL PRICE CONTRACTS (IN DOLLARS) PAID TO THIS CONSULTANT BY THE LPA DURING THIS FISCAL YEAR			
			\$42,600.00
LPA PERSON IN RESPONSIBLE CHARGE (Please Print)		DATE	
Andrew Grunwald, P.E.		1/20/2022	
SIGNATURE			
		1/20/22	

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ITEM NO. 7-593
SUPPLEMENTAL AGREEMENT NO. 6**

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) and the Department of Highways (Department) entered into an agreement on December 13, 2000 (C-00343167) wherein the Department was to make available to the LFUCG up to \$6,000,000 (80% of the total cost) in federal Transportation Improvement Program funds for the Lexington Urbanized Area and was to provide up to \$1,500,000 (20% local matching funds) from non-federal sources for the LFUCG to conduct the planning and design phase, acquire necessary rights-of-way, relocate utilities, provide all environmental analyses, legal analyses, advertise for bids, develop construction contracts and supervise construction of the Newtown Pike extension in the City of Lexington in Fayette County (Project);

WHEREAS, these same two parties entered into Supplemental Agreement No. 1 on March 9, 2009 wherein the Department provided the LFUCG with an additional \$3,975,000 in funds as necessary for completion of design plans, right-of-way appraisals, utility relocation, and mitigation for the continuation of the Project;

WHEREAS, these same two parties entered into Supplemental Agreement No. 2 on July 10, 2011 wherein the Department provided the LFUCG with an additional \$5,088,000 in funds to develop right-of-way and construction plans for Phase II and Phase III of the Project, as well as mitigation funding assistance, and additional right-of-way funding for acquisition of parcels by the Department; and

WHEREAS, these parties entered into Supplemental Agreement No. 3 on July 21, 2014 wherein the Department authorized: 1) An additional \$194,928 federal funds to LFUCG to supplement the monthly rents of individuals who were displaced by the Project (Supplemental Rent Fund) who will reside in housing units located in the Lexington Community Land Trust (LCLT) for at

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

least seventy eight (78) months beyond their initial forty-two (42) month term provided for by the Record of Decision for the Project; 2) An additional \$348,173 federal funds for the maintenance, repairs and improvements to the original fourteen (14) housing units constructed on the Property (**Capital Improvement Fund**); 3) An additional \$50,000 federal funds to provide educational and social services for the benefit of those individuals residing in the housing units located on the Property (**Education and Social Services Fund**); and 4) The Department agreed to make available an additional \$100,000 federal funds for Project expenses associated with the establishment of the Lexington Community Land Trust, an additional \$50,000 federal funds for expenses associated with the maintenance of the Temporary Housing Area, and LFUCG agreed that the Department shall retain \$200,000 federal funds for state force activities;

WHEREAS, these parties entered into Supplemental Agreement No. 4 on August 6, 2015 wherein the Department authorized an additional \$2,720,038 FD52 funds to LFUCG for the continuation of the mitigation and Construction phase of the Project as well as authorized an additional \$2,450,000 in FD 52 funds to the Department for the continuation of the Utility phase of the Project;

WHEREAS, these parties entered into Supplemental Agreement No. 5 on January 10, 2017 wherein the Department authorized an additional \$1,254,450 FD52 funds to LFUCG for the continuation of the mitigation: \$34,800 for full owner residents, \$31,400 for gap financing, \$66,250 for the Lexington Community Land Trust (LCLT) conference and \$922,000 for the LCLT community building and for the Project; and

WHEREAS, the Department through FHWA has authorized an additional \$3,899,000 funds for the completion of mitigation efforts and project oversight of the Project as per the Sunset Provisions for Newtown Pike Extension Environmental Justice Mitigation (Sunset Agreement) attached hereto and incorporated as Addendum A as if fully set out herein;

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS

NOW, THEREFORE, the LFUCG and Department, acting on behalf of the Kentucky Transportation Cabinet, do hereby mutually agree to this Supplemental Agreement No. 6 as follows:

1. Supplemental 6 Design funds (\$3,855,000 to be reimbursed to the LFUCG)

- (a) \$1,998,000 Continuing mitigation/ gap financing for the Project as specified in the Sunset Agreement.
- \$506,000 Development Gap Funding
 - \$310,500 Additional Project Development
 - \$181,500 Housing Affordability Gap
 - \$800,000 Operating funds through 2023
 - \$200,000 Deficiencies in affordability
- (b) \$92,000 Additional funds for the Community Building for a total of \$1,012,000
- (c) \$750,000 Streetscape Plan: Trees and plantings, bus shelter, signs. The Department will contribute up to \$750,000, upon completion, the improvements will be maintained by LFUCG.
- (d) \$15,000 Historic Markers.
- (e) \$200,000 Access and Modification to existing DeRoode Street box culvert.
- (f) \$800,000 (Dedicated SLX funds) and \$200,000 (required 20% match provided by LFUCG) Park construction, LCLT to maintain current office space, and resident access to Artworks Carver School classes.

Project oversight and management of the Project and an additional \$44,000 of federal funds has been authorized. These funds will not flow through the LFUCG.

LFUCG has requested that the funds for the community center be available for an escrow account. Federal Highway Administration has approved the request. Through the Original Agreement and Supplemental Agreement the Department has authorized up to \$10,020,038 in Design funds and \$10,398,851 in Mitigation Funds to LFUCG to date. Any funds that cannot be utilized by LFUCG

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

for the intended purpose as provided above will be made available to cover additional Project costs upon the mutual consent of the Department and LFUCG. This Agreement is in accordance with the Sunset Agreement which was approved by the Department, LFUCG and the LCLT.

2. **Strict Adherence.** The LFUCG agrees to expend and administer the funds strictly for the purposes for which they are intended as set forth in this Agreement and shall at all times maintain adequate staff to provide delivery systems and sufficient accounting control to accept responsibility for all administration, staffing, reporting, and monitoring of the Additional Funds.

3. **Non Discrimination.** 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 LFUCG agrees as follows:
 - a. The LFUCG 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 LFUCG 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 LFUCG agrees to provide, upon request, needed reasonable accommodations. The LFUCG 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 LFUCG agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

- b. The **LFUCG** will, in all solicitations or advertisements for work placed by or on behalf of the **LFUCG**; 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 **LFUCG** 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 **LFUCG**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LFUCG** will take such action with respect to any contract, subcontract or purchase order as the **Department** or **FHWA** may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The **LFUCG** 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 **LFUCG** 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 **Department** or **FHWA** and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the **LFUCG** '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 **LFUCG** 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 **LFUCG** 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

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

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 LFUCG will take such action with respect to any contract, subcontract or purchase order as the Department or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a LFUCG becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the Department or FHWA, the LFUCG may request the United States to enter into such litigation to protect the interests of the United States.

4. Audit and Inspection. The LFUCG, contractor and any subcontractors shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all relevant additional funds data and records, including any audit(s) of the LFUCG pertaining to the additional funds.

5. Access to Records. The Department certifies that it is in compliance with the provisions of KRS 45A.695 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The LFUCG hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS

6. **Termination.** If it is determined by the **Department** that the **LFUCG** is not complying with any provision of this Agreement, then the **Department** may terminate this Agreement upon thirty (30) days written notice. Upon termination of this Agreement by the **Department**, all funds remaining in the **Supplemental Rent Fund** and the **Capital Improvement Fund** shall be returned by the **LFUCG** to the **Department** and the **LFUCG** shall have no further right to reimbursement from the **Education and Social Services Fund**.
7. **Disputes.** Any dispute concerning a question of fact between the **LFUCG** and the **Department** concerning or relating to the additional funds shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LFUCG** and the **Department** and shall be evidenced in writing.
8. **Resolution.** The **LFUCG** shall pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **LFUCG**. An acceptable Resolution shall contain any project name, description, amount of funds being provided and an acknowledgement that the **LFUCG** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Agreement. A copy of the resolution shall be attached to this Agreement and returned to the **Department**.
9. **Prior Agreements.** All other terms and conditions of the original December 13, 2000 agreement (C-00343167): the March 9, 2009 Supplemental Agreement No. 1: the July 10, 2011 Supplemental Agreement No. 2: the July 21, 2014 Supplemental 3 Agreement, (with the exception of the amendment set forth in the Sunset Agreement, page 4, paragraph 3, a-e which is hereby adopted as if originally set forth therein consistent with the terms of said Sunset Agreement): the October 2015 Memo: the August 6, 2015 Supplemental Agreement No. 4, (with the exception of the amendment set forth in the Sunset Agreement, page 4, paragraph 3, f. which is hereby adopted as if originally set forth therein consistent with the terms of said

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

Sunset Agreement); and the January 10, 2017 Supplemental Agreement No. 5, (with the exception of the amendment set forth in the Sunset Agreement page 4, paragraph 3, f. which is hereby adopted as if originally set forth therein consistent with the terms of the Sunset Agreement), shall otherwise remain the same and are legally binding.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Linda Gorton
Linda Gorton
Mayor

Jim Gray
Jim Gray
Secretary

Date: 3/24/2021

Date: 4/30/2021

APPROVED AS TO FORM & LEGALITY

DocuSigned by:
Todd Shipp
68A9A7E7A82B45E

Todd Shipp
Office of Legal Services
4/29/2021

Date: _____

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION (KY 922)
ITEM NO. 7-593
SUPPLEMENTAL MOA NO. 6
\$3,055,000 FEDERAL FUNDS
\$800,000 DEDICATED SLX FUNDS**

ADDENDUM A

Sunset Agreement

Addendum A

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 five supplemental agreements (SA) all 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, the Department and LFUCG jointly created the Lexington Community Land Trust, Inc., a Kentucky non-profit corporation (LCLT) as part of said mitigation for the protection and preservation of Davis Park along with its attendant affordable housing thereby mitigating social justice impacts to the benefit of the affected neighbors and to the larger community; and

WHEREAS, the Department, LFUCG, and LCLT, the three principal parties, desire to fulfill all remaining obligations of the project related to social justice mitigation and provide an opportunity for the LCLT to become self-sustaining; and

WHEREAS, the Department, LFUCG, and the LCLT desire clarity of the remaining commitments and project expectations between these three principal parties in order to achieve finality of the project's social justice component; and

WHEREAS, the Department, LFUCG, and the LCLT, acknowledge that upon execution and fulfillment of this agreement and the sixth SA, all requirements set forth in the ROD related to social justice mitigation and the LCLT are satisfied.

NOW, THEREFORE, the undersigned authorized agents intend for the execution and fulfillment of a sixth SA by and between the Department and LFUCG to encompass and incorporate by reference this document setting forth the final actions required of the project as enumerated below. Whereupon the LCLT will be obliged to declare in writing KYTC's obligations outlined in the Record of Decision fulfilled as it relates to the LCLT and social justice mitigation.

KYTC Financial Commitments:

- 1. Funding of Community Center Building: KYTC shall provide a total \$1,012,000.00 for design and construction of the community center structure(s). This figure includes the \$920,000 previously designated in SA#5 dated January 10, 2017, Section 1(f) and represents a 10% (\$92,000) increase in funding due to a rise in construction costs.**

2. **Remnant property:** KYTC shall transfer any income derived from the sale of remnant parcels on this project to the LCLT as required by the Record of Decision (ROD), p.29.
3. **Park construction, LCLT office space, and resident access to Artworks Carver School classes:** KYTC shall authorize and reimburse LFUCG an \$800,000 allocation of SLX funds with \$200,000 matching funds provided by LFUCG for design and construction of Davis Park. This is done with the understanding that LFUCG shall begin the Request for Qualifications (RFQ) process no later than March 15, 2021 so that design and construction will begin as soon as funds are authorized in July 2021. Continuous and uninterrupted progress (save acts of nature) shall begin as soon as possible on the design and construction of Davis Park to meet a completion date of no later than December 31, 2022. In addition, in consideration for the \$800,000 allocation, LFUCG agrees to continue to provide LCLT's use of its current office space at Artworks at Carver School until the community center is completed as set forth in this agreement and, upon execution of this agreement, will provide a reduced fee for LCLT's resident children enrolling in Carver School Artworks classes for a minimum of one year.
4. **Historical Markers:** KYTC shall authorize \$15,000 to LFUCG for acquisition and installation of historical markers in the mitigation area which shall be installed no later than June 2023.
5. **Streetscape:** KYTC shall authorize \$750,000 to LFUCG to design a bus stop and install streetscape amenities with input from and collaboration with the community to the design team with said work being completed no later than June 2023.
6. **LCLT funding:** KYTC shall make available an additional \$1,998,000 in mitigation funding to reimburse the LCLT for additional administrative expenses and additional expenses incurred in affordable housing development.
 - a. Of the \$1,998,000, \$506,000 is designated as authorized reimbursement for development gap funding which is the difference between total development costs and the appraised market value for Phase I single-family homes in the project mitigation area. Eligible development gap costs include builder costs, additional construction costs, inspection fees, holding costs, closing costs, and project administration costs, otherwise known as developer fees. This definition supersedes and applies retroactively to Gap Financing terminology used in previous SAs, particularly SA#5 and SA#4 and includes non-original resident housing. These reimbursable costs can be paid upon receipt of proper documentation.
 - b. Of the \$1,998,000, \$310,500 is designated as authorized reimbursement of additional project development. Eligible project development costs include

legal fees, holding costs (insurance, utilities, security, maintenance, etc.), resource development (financing costs, grant consultant), site development (utility infrastructure, tree plantings), pre-development (environmental testing, property surveys, appraisals), project requirements (community engagement, competitive bidding), and additional construction costs for original resident homes. These reimbursable costs can be paid upon receipt of proper documentation.

- c. Of the \$1,998,000, \$181,500 is designated for authorized reimbursement of the housing affordability gap funding for the difference between sales price and the appraised market value for Phase I single-family homes in the project mitigation area. This funding is to be applied toward affordability gaps not previously covered by Attorney General Settlement Funds. These reimbursable costs can be paid upon receipt of proper documentation.
 - d. Of the \$1,998,000, \$800,000 is designated as additional operating funds to last through fiscal year 2023. Operating funds shall be distributed by LFUCG in equal annual installments of \$200,000 with LCLT providing a copy of an independent audit for each installment period.
 - e. Of the \$1,998,000, \$200,000 is designated for a set-aside fund to cover deficiencies in affordability on the resale of homes owned by original Davis Bottom residents. These funds shall be held in an interest-bearing escrow account by the LCLT solely for the purposes stated.
7. **Access Modification to Existing Box Culvert at DeRoode Street:** KYTC shall provide LFUCG with an additional \$200,000 for construction of an additional manhole to be completed no later than June 2023 in order to allow LFUCG access for future inspections.
 8. **University of Kentucky, Kentucky Transportation Center assistance:** KYTC, through the Kentucky Transportation Center (KTC), will provide assistance within six months from the execution date of this agreement for 10 weeks at 15 hours per week to LFUCG and the LCLT should they desire to implement any recommendations from the NPE LCLT Sustainability Report.
 9. **Total financial commitment of \$3,855,000:** KYTC will make a final financial commitment of \$3,055,000 federal STP funds. There will be an additional \$800,000 separately authorized SLX funds through the Lexington area MPO. This commitment is made with the understanding that **NO ADDITIONAL FUNDS** will be requested or forthcoming pertaining to social justice mitigation and/or the LCLT.

KYTC non-financial commitments:

1. **Project Management assistance:** KYTC will keep the project open to allow for project management assistance to the LCLT while it is undergoing procurement and construction of the institutional building(s).
2. **Lextran bus stop:** KYTC will meet with Lextran to secure a route change indicating an active bus stop in the designated bus pull-off in the mitigation area.
3. **Amendments of previous supplemental agreements and clarification of other terms:** KYTC shall amend language of prior SAs for the purposes of clarification:
 - a. SA#3, 1. shall be amended to add that the accounts containing monies in the Supplemental Rent Fund and the Capital Improvement Fund shall be held in an interest-bearing escrow account by LFUCG with both principal and interest held for the benefit the LCLT.
 - b. SA#3, 2(d) shall be amended to replace "Maintenance, Repair" with "Capital" to allow it to read "Capital Improvement Fund" in order to be consistent with other references to this fund in the document.
 - c. SA#3, 4(a) shall be amended to read "including but not limited to" rather than "including without limitation" in order to clarify reimbursement of education funds for non-listed but appropriate purposes when proper documentation is provided.
 - d. SA#3 4(a), shall be amended to allow the LCLT to submit for approval any educational or social service programs it deems beneficial to its residents or pending homebuyers of CLT homes.
 - e. SA#3, 8. shall be amended to require the accounting of the Supplemental Rent Fund and the Capital Improvement Fund to be sent to the LCLT as well as KYTC. The amendment will add the Education and Social Services Fund to this account reporting requirement.
 - f. SA#4, 1. (b) – (g) and (i) and SA#5 1. (a)-(e), which designated specific funding amounts to specific addresses, shall be amended to allow reimbursement for costs of any unit where funding was insufficient.
4. **Notice of fulfillment of ROD social justice requirements:** Upon completion of the obligations set forth in this Sunset Agreement and the sixth SA, KYTC will send notice to the LCLT and LFUCG that all social justice mitigation efforts are fulfilled and concluded as to KYTC for the NPE Project.

LFUCG Commitments:

1. **Reimbursements:** LFUCG shall timely reimburse the LCLT funds remaining under SA#s 4&5 after proper amendments have been executed, and proper documentation for reimbursement is provided.

- 2. Property transfer:** Upon receipt of the deeds transferring title to Parcel 1215 and to Phase II properties, LFUCG shall take immediate steps to transfer said property to the LCLT, acknowledging that time is of the essence. Said land must be transferred no later than June 1, 2021.
- 3. Design and construct Davis Park:** LFUCG will be responsible for \$200,000 matching funds for the design and buildout of the park. LFUCG shall begin the Request for Qualifications (RFQ) process no later than March 15, 2021 so that design and construction will begin as soon as funds are authorized in July 2021. Continuous and uninterrupted progress (save acts of nature) shall begin as soon as possible on the design and construction of Davis Park to meet a completion date of no later than December 31, 2022.
- 4. Streetscape:** Upon notice of authorization of the \$750,000 for streetscape work, LFUCG shall design a bus stop with input from the community and install streetscape amenities per project recommendations and community input with said work being completed no later than June 2023. LFUCG shall also provide an itemized budget for this effort.
- 5. Continue to provide current space at Artworks Carver School for LCLT offices:** LFUCG agrees to allow the LCLT to maintain its current office space at no cost to either KYTC or LCLT. This shall continue until such time as the Phase II property is transferred from KYTC to LFUCG and subsequently to LCLT, allowing until June 2023 for construction of office and community buildings.
- 6. Carver School Artworks classes:** Upon execution of this agreement, LFUCG agrees to make Artworks classes affordable to children of LCLT residents for 1 year. This shall be accomplished through reduced fees (sliding scale fees based on income up to and including a 50% of full value discount). LFUCG further agrees to proceed in good faith for the following 5 years to co-apply, with the LCLT, for grants to cover the costs of reduced fees for LCLT residents and others.
- 7. Support the LCLT:** LFUCG agrees to make a good faith effort to support residential and commercial development of Davis Park, f/k/a Southend Park Urban Village and/or Davis Bottom. LFUCG shall also make a good faith effort to create policies and programs to preserve and enhance existing affordable housing by using the land bank, the LCLT, and the Vacant Land Commission. These policies and programs will include but not be limited to taking steps to address ongoing funding and identify methods to facilitate these programs by reaching the critical mass of assets needed to become self-sufficient as set forth in Imagine Lexington, 2018 Comprehensive Plan, pp. 46, 49, and 244.

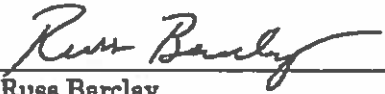
- 8. Review and consider findings and recommendations of the NPE Lexington Community Land Trust Sustainability Report:** LFUCG agrees to proceed in good faith in reviewing and considering adoption of recommendations identified in the NPE Lexington Community Land Trust Sustainability Report.
- 9. Design and construct manhole to access box culvert:** LFUCG agrees to design and construct a manhole which allows access to the box culvert on DeRoode Street at a location near the previous compromised area. This shall be completed no later than June 2023. LFUCG also agrees to continue to maintain said culvert, addressing any impacts on the neighborhood, including impacts to the sidewalks and roadway.
- 10. Final surfacing of neighborhood roadways.** Upon completion of final buildout of neighborhood, LFUCG shall schedule final surfacing of neighborhood roadways.

LCLT Commitments:

- 1. Audits:** LCLT will provide LFUCG and KYTC with an independent audit of its finances for each year through fiscal year 2023.
- 2. Business Plan Update:** The LCLT agrees to update the business plan set forth in the ROD and any subsequent amendments thereto to more fully articulate the path to both financial and service self-sustainability including a sustainability assessment, staff considerations, other operational and program costs, membership drives, increases in land leases, fundraising, and grant writing and stewardship obligations and policies.
- 3. Institutional Buildings:** With assistance from KYTC, the LCLT will begin planning for timely construction of the institutional building(s). Construction of these building(s) should be completed no later than June 2023. One institutional building should be named after Ann Ross, former board president of Nathaniel Mission.
- 4. Grant writing:** LCLT agrees to solicit grant funds in three areas:
 - a. Partner with LFUCG Parks Department to solicit funds to support reduced class fees for LCLT resident's children and others at Carver School Artworks beginning in 2021 – 2025.
 - b. Solicit grants for portable park equipment and oversee its use and maintenance.
 - c. Partner with LFUCG Parks Department to solicit funds to purchase permanent park equipment for Davis Park. LFUCG will retain responsibility for any said equipment purchased from these grant awards.

- 5. Review and consider findings and recommendations of the NPE Lexington Community Land Trust Sustainability Report: Proceed in good faith in reviewing and considering the findings and recommendations of the NPE Lexington Community Land Trust Sustainability Report.
- 6. Notice of completion of neighborhood buildout. LCLT shall notify LFUCG in writing that the buildout of the neighborhood has been completed.

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

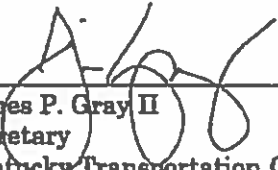

 Russ Barclay
 Executive Director
 Lexington Community Land Trust

November 17, 2020
 Date

Reviewed as to form and legality:

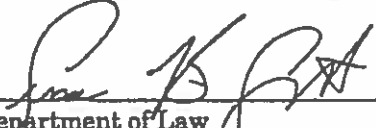

 William Fogle
 Office of Legal Services
 Kentucky Transportation Cabinet

12-15-20
 Date



 James P. Gray II
 Secretary
 Kentucky Transportation Cabinet

12/17/2020
 Date

Reviewed as to form and legality:


 Department of Law
 Lexington-Fayette Urban County Government

12/8/20
 Date


 Linda Gorton
 Mayor
 Lexington-Fayette Urban County Government

12/8/20
 Date

RESOLUTION NO. 144 - 2021

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 6 WITH THE KENTUCKY TRANSPORTATION CABINET, FOR THE ACCEPTANCE OF ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$3,855,000.00 FOR THE NEWTOWN PIKE EXTENSION PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF \$200,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 6, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet, for the acceptance of additional Federal funds in the amount of \$3,855,000.00 for the Newtown Pike Extension Project, the acceptance of which obligates the Urban County Government for the expenditure of \$200,000.00 as a local match.

Section 2 - That subject to the provisions of Ordinance No. 22-79, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established herein.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 18, 2021



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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