

**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. 8
TERMS OF THE SECOND MODIFICATION OF THE SUNSET AGREEMENT**

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 Memorandum Regarding funds for National CLT Conference; Supplemental Agreement No. 5 dated January 10, 2017, Supplemental Agreement No. 6 dated April 30, 2021--which included the terms of the Sunset Agreement (entered into by the CABINET, RECIPIENT, and the Lexington Community Land Trust (LCLT) dated December 17, 2020) and the Supplemental Agreement No. 7 dated March 23, 2023—which included First Modification to the terms of the Sunset Agreement for the Newtown Pike Extension Project (PROJECT),

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

WHEREAS, the changes result in an additional of \$500,000 of STP and state funds for the design and construction of the institution/community building for the PROJECT.

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

The Second Modification to the Sunset Agreement shall be incorporated herein as Attachment A.

All other terms and conditions of the Original Agreement, Supplemental Agreements, Memo, Sunset Agreement and Modifications to the 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, Mayor

Date: _____

**LEXINGTON- FAYETTE URBAN COUNTY GOVERNMENT
NEWTOWN PIKE EXTENSION PROJECT
ITEM NO. 7-593
SUPPLEMENTAL AGREEMENT NO. 8
SECOND MODIFICATION TO THE SUNSET AGREEMENT**

ATTACHMENT A

Second Modification to the Sunset Provisions for Newtown Pike Extension Environmental Justice Mitigation

SECOND 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, in early 2023 the Department, LFUCG, and the LCLT, the three principal parties of the Sunset Agreement, desired 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 was redirected to allow an additional \$200,000 for the design and construction of Davis Park. The principal parties also agreed to extend specific deadline dates and confirm assurances that outstanding commitments are kept. On March 10th, 2023, the first Modification was executed by all parties and subsequently incorporated by reference into a SA #7 by and between the Department and LFUCG.

WHEREAS, there have been insurmountable delays in completion of environmental justice components of this project.

NOW THEREFORE, the three principal parties desire to make a second modification to the Sunset Agreement. Specifically, the addition of \$500,000 of STP and state funds for the design and construction of the institution/community building including but not limited to connection to utilities. In summary, the institutional/community center will have an additional \$500,000 for a total of \$1,512,000. This total figure includes the \$920,000 previously designated in SA#5 dated January 10, 2017, Section l(f), \$92,000 increase designated in SA#6 dated March 2021, Section 1(b), and now an additional \$500,000 in STP and state funds. The principal parties also agree to extending specific deadline dates for the park, community building, streetscape, bus stops, and historical markers, thus allowing the Department and LFUCG to conclude and finalize its environmental justice commitments to the Newtown Pike Extension Project. This Second Modification

of the Sunset Provisions for Newtown Pike Extension Environmental Justice Mitigation will be incorporated by reference into a SA #8.

1. The parties recognize there have been insurmountable delays and increases in costs associated with construction of the institution/community building. Therefore, the Department agrees to cover these increased costs in the amount of \$500,000. The Department is committing a total of \$1,512,000 for costs associated with design and construction of the institution/community building.

Aside from this addition of project funds provided for herein, **NO ADDITIONAL FUNDS** will be requested or forthcoming pertaining to social justice mitigation and/or the LCLT.

2. While all infrastructure commitments for the park have been fulfilled as of this date, LFUCG has until December 30, 2024 to submit all park related invoices eligible for reimbursement to the Department.
3. The completion date of the institution/community building, originally set for June 2023 and revised to a completion deadline of December 2023, is now modified to reflect final completion date as early as possible, but no later than December 30, 2024. This modification should not be interpreted to allow any unnecessary pause or delay in construction of the institution/community building which is currently underway.
4. The completion date for the installation of streetscape, originally set for June 2023 and revised to a completion deadline of December 2023, is now modified for a final completion as early as possible but no later than June 1, 2025. This modification should not be interpreted to allow any unnecessary pause or delay in construction and/or installation of streetscape amenities that are currently underway or scheduled in the future.
5. The completion date for the construction of the bus stops originally set for June 2023 is now modified for a final completion as early as possible but no later than June 1, 2025. This modification should not be interpreted to allow any unnecessary pause or delay in construction and/or installation of the bus stops that are currently underway or scheduled in the future.
6. The completion date for the installation of the historical markers, originally set for June 2023 is now modified to reflect final completion date as early as possible, but no later than June 30, 2025. This modification should not be interpreted to allow any unnecessary pause or delay in construction of the institution/community building which is currently underway.
7. 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, which is

being revised herein to and until December 30, 2024, or when the institution/community building is ready for occupancy, whichever occurs first.

8. The LCLT will have until December 30, 2024, to submit invoices for reimbursement for all project expenditures eligible for said reimbursement as set forth in the SAs. If the institution/community building is not completed by that date, any requests for reimbursements must be submitted 30 days after said building is completed. While the Department may aid the LCLT in preparing said requests for reimbursement, it is and will remain the LCLT's ultimate responsibility to provide said requests and accompanying required documentation to the LFUCG in a timely manner.

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 and the previous Modification to said 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.

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



Byron Mitchell
President, Board of Directors
Lexington Community Land Trust

7-15-2024

Date

Reviewed as to form and legality:

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