

**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 7<sup>th</sup> 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