

MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, THE KENTUCKY HERITAGE COUNCIL,
AND THE QURESHI DEVELOPMENT GROUP**

**REGARDING THE PROPOSED MLK APARTMENTS PROJECT
IN LEXINGTON, FAYETTE COUNTY, KENTUCKY**

WHEREAS, the Qureshi Development Group (“Applicant”) is proposing to renovate a vacant church, located at 530 N. Martin Luther King Boulevard, for affordable housing in Lexington, Kentucky; and

WHEREAS, the Applicant has submitted applications to the Lexington-Fayette Urban County Government (“LFUCG”) for HOME funds, HOME ARP funds, and Affordable Housing funds, to be paid in part with a portion of State and Local Fiscal Recovery funds allocated to LFUCG through the American Rescue Plan Act of 2021, for development of the Project and these applications have been approved; and

WHEREAS, the LFUCG, including its Historic Preservation Officer, has consulted with the Kentucky Heritage Council (“SHPO”) regarding the undertaking pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the National Historic Preservation Act; and

WHEREAS, the LFUCG has defined the undertakings area of potential effect (APE), as defined at 36 CFR § 800.16(d), as the former Epworth Methodist Church South and adjacent North Martin Luther King Jr. neighborhood; and

WHEREAS, the LFUCG has determined in consultation with the SHPO and the LFUCG HPO that the former Epworth Methodist Church South and adjacent North Martin Luther King Jr. neighborhood are historic properties eligible for listing on the National Register of Historic Places; and

WHEREAS, the LFUCG, in consultation with SHPO and LFUCG HPO, have determined the undertaking will have an adverse effect as defined at 36 CFR § 800.5(a)(1) on the former Epworth Methodist Church South and North Martin Luther King Jr. Historic District; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(4), the LFUCG has provided an opportunity for members of the public to express their views on resolving the adverse effects of the undertaking by issuing public notices in the local newspaper and additionally on the LFUCG website and other social media for 30 days following publication of the public notices and the Bluegrass Trust (“BGT”) requested to participate in the Section 106 process for this undertaking as a concurring party; and

WHEREAS, the LFUCG has made a reasonable and good faith effort to identify and notify Federally recognized Tribal Nations that might attach religious and cultural significance to Historic Properties within the APE by sending notice to the tribal representative of record for Lexington-Fayette County and no comment was received; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the LFUCG has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the LFUCG, the Applicant, and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. MITIGATION

The Applicant shall implement (as demonstrated in the Applicant’s Design Intent Letter, attached hereto as Exhibit A), and LFUCG will ensure the fulfillment of, the following mitigation measures:

A. State Level Documentation:

To capture the history and appearance of the Epworth Methodist Church South, the Applicant shall ensure the property is documented by a consultant according to KHC State Level Documentation Standards, the full standards of which is located in Exhibit B. This documentation shall be completed prior to work commencing, and the consultant shall be a Secretary of the Interior-qualified historian or architectural historian approved by the LFUCG. The Applicant will:

- i. The Applicant will electronically submit the State Level Documentation package to all consulting parties for review and comment.

- ii. No bound copy is required to be submitted to the SHPO, but the Applicant will ensure a bound copy is provided to the LFUCG, as stipulated in Exhibit B.
- iii. The Applicant will notify all participants upon stipulation fulfillment.

B. Interpretive Signage:

To mitigate adverse effects associated with this undertaking, the Applicant shall develop and install one interpretive sign that highlights the background on the Epworth Methodist Church South and its significance individually and to the neighborhood.

- i. The development of the content for the interpretive displays will be conducted by a consultant that is an SOI-Qualified Historian or Architectural Historian.
- ii. The Applicant will provide a draft of the proposed design and text for the interpretive signage and shall use appropriate historical photos of the church. The Applicant will provide the draft to all consulting parties for review and comment. A map showing the proposed location of the signage will be submitted with the proposed text. The proposed location may be inside or outside the church in a prominent location.
- iii. Consulting parties will provide comments on the design and text within 30 days of receipt. The Applicant will incorporate the comments, as appropriate, into the revised design.
- iv. Once constructed, the Applicant will provide notification of stipulation completion.

C. Survey and National Register Nomination:

The former Epworth Methodist Church South and adjacent North Martin Luther King Jr. neighborhood has previously been determined to be Eligible for listing on the National Register of Historic Places (NRHP), but no larger survey occurred. To mitigate adverse effects associated with this undertaking, a survey of the neighborhood will occur, in accordance with the following stipulations:

- i. An SOI-qualified Historian or Architectural Historian approved by LFUCG shall be contracted to complete a survey of above-ground resources in preparation for a National Register (NR) nomination of the neighborhood.
- ii. The boundaries for the survey are included in Exhibit C.
- iii. All resources shall be documented and KHC survey forms shall be completed for each property. The survey forms shall meet KHC survey specifications. LFUCG, in coordination with SHPO staff, shall review the survey documentation as part of the NR nomination process.
- iv. The consultant will ensure all survey forms are submitted electronically to LFUCG and the SHPO for review and comment. The SHPO will provide comments and any requested revisions on the survey forms within 60 days of receipt. The consultant will incorporate the comments, as appropriate, into the revised survey forms and resubmit all documents electronically for final review. The SHPO will provide comments on the revised forms within 60 days of receipt.
- v. The information from the completed and accepted KHC survey forms shall be utilized by the consultant to produce a NRHP nomination for the North Martin Luther King Jr. neighborhood, which will open the door to documenting the neighborhoods significance and allow for future historic tax credit usage.
 - a) Any additional neighborhood survey necessary to complete the form will be conducted to produce the nomination.
 - b) The consultant shall participate in the National Register nomination process, including presentations per the NR designation process.
 - c) The consultant shall consult with the LFUCG and the KHC National Register Coordinator to complete the NR review and nomination process.
- vi. The LFUCG will notify consulting parties upon completion.

D. Design Considerations:

- i. The Applicant will design the proposed second floor to be as reversible as possible to accommodate its possible removal at some point in the future.

- ii. The Applicant will save all stained-glass windows by either encapsulating the panes by installing interior and possibly exterior storm windows, or other suitable method that does not remove the original stained-glass windows.
- E. The LFUCG shall issue a single Request for Proposals (“RFP”) for Stipulations I.A, I.B, and I.C. From the RFP responses, the LFUCG shall select a consultant to complete all three stipulations. The Applicant shall provide funds to the LFUCG for stipulation fulfillment.

II. DURATION

This MOA will expire if its terms are not carried out within four (4) years from the date of its execution. Prior to such time, the LFUCG shall consult with the other signatories to reconsider any terms of the MOA that cannot be met and amend it in accordance with Stipulation V, below.

III. POST REVIEW DISCOVERY

- A. If, during the implementation of the undertaking a previously unidentified cultural resource is encountered, the Applicant will ensure that the construction contractor stops work within 100 feet of the newly identified cultural resource and immediately notify the LFUCG.
- B. Upon notification of a previously unknown resource, the LFUCG will notify consulting parties and consult with consulting parties in a timely fashion to evaluate the newly identified resource and/or develop an appropriate treatment plan, as necessary, pursuant to 36 C.F.R. Part 800, and the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation, and in accordance with all appropriate Kentucky state laws.

IV. DISPUTE RESOLUTION

Should any party to this MOA object at any time in writing to any actions proposed or the manner in which the terms of this MOA are implemented, the LFUCG shall consult with such party to resolve the objection. The LFUCG shall also notify the other signatories and concurring parties to this MOA of such objection and provide them the opportunity to participate in any consultations to resolve the objection. If the LFUCG determines such objection cannot be resolved, the LFUCG will:

- A. Forward all documentation relevant to the dispute, including the LFUCG's proposed resolution, to the ACHP. The ACHP shall provide the LFUCG with its advice on the resolution of the objection within forty-five (45) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the LFUCG shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response.
- B. If the ACHP does not provide its advice regarding the dispute within the forty-five (45) day time period, the LFUCG may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the LFUCG shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. The LFUCG will then proceed according to its final decision.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories and invited signatories. The amendment will be effective on the date a copy signed by all signatories and invited signatories is filed with the ACHP.

VI. TERMINATION

If any signatory or invited signatory to this MOA determines its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and prior to work continuing on the undertaking, the LFUCG must either:

- A. Execute an MOA pursuant to 36 CFR § 800.6, or
- B. Request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The LFUCG shall notify the signatories as to the course of action it will pursue.

- C. If the Applicant does not construct the undertaking, the LFUCG will notify all parties in writing and terminate the MOA, with no need for stipulation fulfillment.

VII. EXECUTION

Execution of this MOA and implementation of its terms is evidence that the LFUCG has considered the adverse effects on historic properties by this undertaking and fulfilled its responsibilities under 36 CFR Part 800. Furthermore, this is evidence that the LFUCG has afforded the ACHP an opportunity to comment on the proposed Undertaking and its effects on historic properties, and that the LFUCG has considered the effects of the Undertaking on historic properties.

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Signatory

Lexington-Fayette Urban County Government

By: 
Linda Gorton, Mayor

Date: 4/15/2024

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Signatory

Kentucky Heritage Council

By:  _____ Date: 3/28/2024

Craig Potts

Executive Director and State Historic Preservation Officer

Kentucky Heritage Council

Approved as to form and legality:

By: Donna Schnitzer Date: 4.1.2024

Legal Counsel

Tourism, Arts and Heritage Cabinet

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Signatory

Qureshi Development Group

By: 

Muhammad Humza Qureshi
Manager

Date: 3/29/2024

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Concurring Party

Bluegrass Trust for Historic Preservation

By: 
Zak Leonard
Historic Preservation Manager

Date: 3/29/2024

Exhibit A

Applicant Design Intent Letter

(included as separate page)

Design Intent

17 March 2024

530 Martin Luther King Blvd:

Lexington, Kentucky

PROJECT SCOPE

The intent of the project is to convert the existing building at 530 Martin Luther King Blvd. into a low-income apartment building with a maximum of 20 efficiency units. An automatic fire suppression system will be installed throughout the building. To maximize the use of the building, a second floor will be added to the double-height nave aligned with the existing second floor of the front portions of the building. Stairways will be rebuilt for safety and to meet building codes.

Second Floor

The expanded second floor level will be primarily supported by interior bearing walls that extend from the basement floor and separate the residential units. This will minimize the impact on the existing exterior walls of the building.

Stained Glass Windows

The existing stained glass windows fall into two broad categories: Large, leaded glass windows and double-hung windows with stained glass panes. The large, leaded glass windows are in poor repair and bow out in several places. These need to be assessed by a qualified craftsman that specializes in restoring such windows to determine whether they can be salvaged and what future use they are suitable for. It is the intent of the design to keep these windows in place. However, for thermal insulation and fire-separations a new aluminum curtain wall will need to be installed inside the existing window and flush with the interior face of the existing exterior wall to allow for continuous fire ratings between floors. To protect the exterior of the windows and to prevent water from entering the wall assembly, a vented storm window would be installed on the exterior. Allied Windows makes several lines of storm window specifically for these conditions in adaptive re-use projects. The same storm windows would be used at the other existing, wood double-hung windows in other areas of the building.

Mechanical Units

The new mechanical units to be mounted on the roof of the building are typically small condensing units. The combination of existing parapets, building height and site angles from the street make it unlikely that the units will be visible from most angles.

Community Spaces

The design allows for several community spaces inside the front portion of the building. Should the leaded glass prove unsuitable for continued use in the exterior envelope, there are opportunities to display the glass inside. These spaces also provide opportunities for signage describing the historical significance of the building that would augment exterior signage that can be located on the front porch.

Existing Finishes

While the majority of interior finishes and features have been demolished in previous attempts to renovate the building or severely damaged by water infiltration, pests or neglect, it is the intention of the design to keep as much of the existing character as can be salvaged. This is especially true for the exterior of the building and existing wood trims and details are to be repaired or replaced to match the existing. The most significant alteration the exterior is the installation of an accessible ramp to navigate the elevation changes from the sidewalk to occupiable floors. WPA has looked at many options to achieve this but only the front entry provides a feasible path for the accessible ramp.

In general, it is the intent of the design to maintain the character of the building's exterior. The unit layout is driven by the exterior window locations and unique interior spaces have been preserved where feasible. Since much of the interior has been significantly altered or demolished previously, there is little to salvage in many spaces – including the nave. The main focus of the work is to preserve the relatively intact exterior of the building and give it new life on the interior.

Respectfully Submitted,



Kell D Pollard, Assoc. AIA, LEED AP

EXHIBIT B

Kentucky State Level Documentation Standards

(included as separate page)



ANDY BESHEAR
GOVERNOR

TOURISM, ARTS AND HERITAGE CABINET
KENTUCKY HERITAGE COUNCIL
THE STATE HISTORIC PRESERVATION OFFICE

MIKE BERRY
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CRAIG A. POTTS
EXECUTIVE DIRECTOR
& STATE HISTORIC
PRESERVATION OFFICER

MEMORANDUM – Update to State Level Documentation

To: Federal Agencies Preparing Agreement Documents; Consultants on Projects Involving Both Cultural Historic and Archaeological Sites

From: Craig Potts, Executive Director and State Historic Preservation Officer, KHC

Date: February 12, 2020

As our office continues its momentum toward an electronic records system, we have identified the need to update our official guidance for State Level Documentation. Please see our updated guidance attached. Generally, State Level Documentation is appropriate for a building/structure proposed for demolition or unsympathetic modification, helping preserve a record of the physical appearance and plan of that building/structure at a point in time and documenting the historical development of that building/structure. State Level Documentation is typically paired with a community-based product as part of a comprehensive mitigation package included in an agreement document. For Section 106 projects, a copy of the State Level Documentation is required to go on file in a local repository.

Please note that advance coordination with our office and any consulting parties is required before choosing State Level Documentation as a mitigation product. When preparing agreement documents, please include the State Level Documentation as presented here in an Appendix to the document and refer to the Appendix in the stipulations.



State Level Documentation for Historic Properties

Historic properties subject to demolition or other adverse effects will be documented in the following manner by an SOI-qualified Architectural Historian or Historian (Preservation Professional). One **bound** copy of the entire State Level Documentation package will be submitted to the KHC for review and, upon acceptance, one additional **bound** copy of the entire package shall be provided to a local agency, archive, university, or preservation organization. Please note that KHC will not be responsible for delivering this additional copy to the local repository. The State Level Documentation package shall include the following required components:

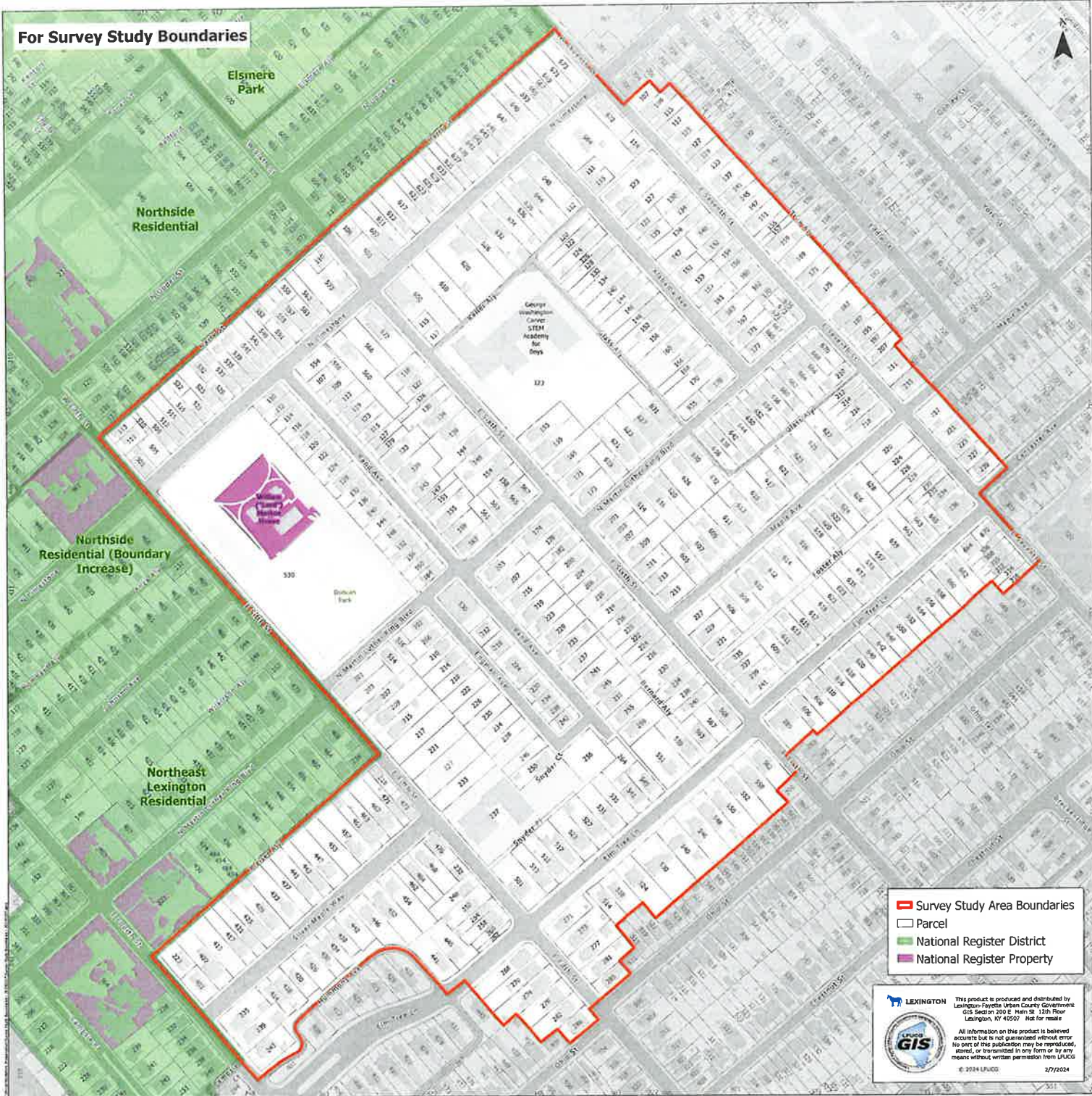
1. **A Kentucky Historic Resources Individual Survey Form** (KHC survey form) or a Group Survey Form (KHC group form) shall be completed or updated as applicable. In order to avoid duplicate numbering as well as receive guidance on which KHC survey form is appropriate, please contact the KHC Survey Coordinator in advance to receive your KHC survey number. The completed KHC survey form should be presented along with but separate from the main documentation package, printed in color, and stapled in the top left corner.
2. **Historic context**, a synthesis of both archival research and current information, presented *both* as part of the documentation package as well as included in the "Historical Information" section of the KHC survey form in order to facilitate the separate archiving of these documents. Archival research, thorough but less intensive than a stand-alone historic context, shall be conducted to gather specific historical information about the property and its context with sources cited. If historic archival images are located, please include a representative sample or link to that resource.
3. **Digital photographs** showing all exterior elevations as well as close-ups of significant, character-defining features (i.e. brackets, hood moldings, decorative millwork, log notching/chinking, traditional timber frame joinery/truss systems, mantels, historic hardware/lighting, interior finishes, and/or stair details). Image resolution shall be no less than 6 megapixels (2000 x 3000 pixel image). Images should be in Tag Image File format (TIFF) or RAW format. The electronic files of the digital images should be included on an archival DVD-R disk and a flash drive submitted with the documentation package. Electronic files shall be labeled with the name and address of the building (if applicable), KHC survey number, view, and date of capture. A selection of images shall be printed on archival quality, acid-free paper (rather than as true photographic prints) at a minimum size of 5" x 7" (maximum size of 8 x 10"). These images shall be presented in the documentation package along with an index of photographs keyed to numbered photos. The photography index shall include the name and address of building (if applicable), view, and any explanatory notes necessary for review.
4. **Measured floor plans** of each floor of the building will be prepared by the Preservation Professional. Existing professional scaled drawings/building plans will be utilized whenever possible and presented in a .pdf format along with a hard copy of the existing plans. If existing drawings/plans are not available, will not meet the format recommended below, or parties otherwise agree that drawings/plans need to be prepared, drawings shall be created at a scale of ¼" per 1'-0" and shall be analytical in nature, labeling construction details, alterations, and additions. If applicable, drawings of building details (windows, moldings, mantels, etc.) shall be created at a scale of ½" per 1'-0". Hand drawings shall be in pencil on archival-quality, acid-free vellum; however, if other formats are used (i.e. 3-dimensional laser scanning/photogrammetry or Computer-Aided Design/CAD) the scale shall be comparable to that of the hand drawings. The latter native digital plans shall be presented in .pdf format along with a hard copy set of plans. Each drawing / image file shall be labeled as described in 1(c) above and shall be accompanied by a written description of the building(s) as well as an explanation of construction details. If plans for larger, more complicated properties will be completed, please contact our office to discuss an appropriate scale for the plans. If HABS or HAER documentation are stipulated in a MOA, these standards replace the measured floor plans subsection of this State Level Documentation requirements.

Exhibit C

Survey Boundaries

(included as separate page)

For Survey Study Boundaries



- Survey Study Area Boundaries
- Parcel
- National Register District
- National Register Property

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