

MEMORANDUM OF AGREEMENT

This Cooperative Memorandum of Agreement is entered into the _____ day of _____, 2013, between the Lexington-Fayette Urban County Government (the "Government"), 200 East Main Street, Lexington, Kentucky 40507, the Lexington Public Library (the "Library"), 140 East Main Street, Lexington, Kentucky 40507, and Harmony HB LLC ("Harmony") 1720 Sharkey Way, Lexington, KY 40511, a division of Anderson Communities, Inc. for providing maintenance improvements to Phoenix Park, located at Main Street and South Limestone, Lexington, Kentucky .

1. Purpose: The parties acknowledge the importance of Phoenix Park and the central location it occupies in downtown Lexington, and that there are certain maintenance issues that need to be corrected. All of the parties benefit from Phoenix Park and recognize its importance to their respective own interests, and wish to share in the expense of providing these improvements, and recognize that if they work together they will be accomplished more quickly. These improvements are referred to in this Agreement as the Project

2. Responsibilities: Each party's respective responsibilities and costs for the Project are more particularly described in attached Exhibit A, which is incorporated herein by reference and made a part of this Agreement. A site plan showing improvements is attached to this agreement as Exhibit B, which is incorporated herein by reference and made a part of this Agreement.

3. Timeline: The Project is expected to begin on or about June 1st and is expected to be completed prior to the commencement of the Government's July 4th celebration.

4. Insurance and Risk Management: Each party agrees to be responsible for the actions of its respective officers, employees, and agents related to the performance of this Agreement. Harmony HB LLC., as the party responsible for the hiring of any third-party contractors, as further provided herein, will make sure each such contractor has insurance in at least the following minimum amounts and that the other parties are provided at least the same protection as Harmony HB LLC under any agreement with any such contractor. In addition, the Lexington-Fayette Urban County Government is to be named as an additional insured on the General Liability Policy.

General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

5. Project Management: Harmony HB LLC will be responsible for the hiring and supervision of any and all necessary third-party contractors, except as provided below. The parties agree to pay for any such work as outlined and provided in Exhibit A. The Government's Parks and Recreation personnel will have overall coordination and management responsibility for all aspects of work performed on the Government's property. Harmony HB LLC, along with Landscape Architect Tony Barrett and Parks & Recreation's Michelle Kosieniak will operate as a team over various contractors performing concrete, hand rail, furniture removal and placement, plant material removal and replacement.

6. Project Costs: The parties agree that they will pay the invoices for improvements outlined above in a timely manner, not to exceed thirty (30) days from time of presentation of final invoice, to the respective contractor directly, and in the proportionate amounts provided in Exhibit "A".

7. Term of the Agreement: This Agreement is intended to serve the purpose of contributing to limited improvements to Phoenix Park, and shall expire at the end of this Project which is expected to be on or before July 1, 2013.

8. Improvements. Each party agrees that upon completion of the Project, all improvements shall belong to the owner of the real property underlying the location of said improvement, and that absent any additional agreement otherwise, that party shall own and be responsible for the condition of the improvement.

9. This written Agreement constitutes the entire Agreement among and between the parties.

Lexington Fayette Urban County Government

ATTEST:

Susan Lamb
Council Clerk

Jim Gray, Mayor Date

Lexington Public Library

WITNESS:

Ann Hammond 5/14/13
Date

By its: Executive Director

Harmony HB LLC

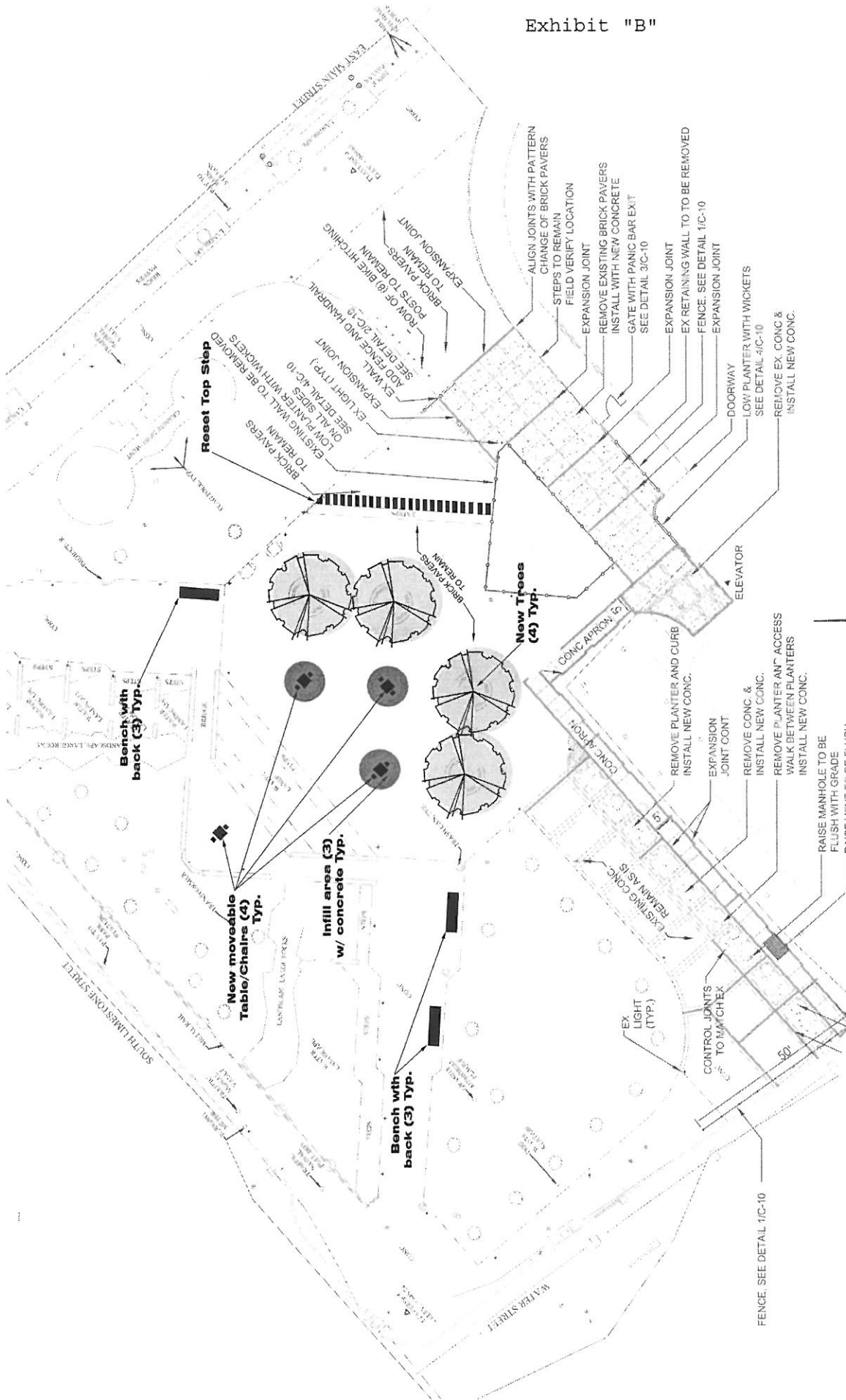
WITNESS:

Harmony HB LLC 5-14-13
Date

By its: Partner sole member

COST SHARING AGREEMENT - May 14, 2013
Phoenix Park - Estimates of Construction Costs
Exhibit A to Memorandum of Agreement

	Parks	Harmony HB	Library
Parks and Recreation			
1 Remove existing plant material in large planter (salvage)	in kind		
2 Lower existing electric/irrigation services in lg planter	in kind		
3 Refill both planters with soil/mulch when complete	\$1,500.00		
4 Landscape large planter when complete	\$1,000.00		
5 Landscape small planter when complete			\$1,000.00
6 Purchase and install 5 new benches; 4 sets tables/chairs	\$11,252.80		
7 Remove existing 2 seat tables	in kind		
8 Replant 4 trees	\$1,000.00		
harmony HB LLC			
1 Provide project coordinator/inspector		in kind	
Jenkins Construction Co.			
1 Lower manhole in park sidewalk in front of Park Plaza	\$1,300.00		
Carmicle & Young Masonry			
1 Prepare 3 circular former seating areas for concrete	\$2,800.00		
2 Level pavers around manhole	\$150.00		
3 Level pavers around large planter	\$480.00		
4 Level pavers around front sidewalk	\$540.00		
5 Remove table fasteners/concrete under tables, replace pavers	?		
6 Replace top landing at top of 1st step near Library	?		
Superior Demolition			
1 Demolish large planter wall down to footing		\$6,400.00	
2 Demolish small planter wall down to footing			\$3,500.00
3 Remove existing benches (7 x 4 @ \$100 each)	\$2,800.00		
5 Remove 5 existing trees + 2 stumps	\$1,000.00		
The Neal Company			
1 Remove 1536 sq ft pavers and replace with concrete			\$6,250.00
2 Remove park sidewalk/curbs in front of Park Plaza	\$3,832.00		
3 Pour back tree wells wih regular concrete (3)	\$1,179.00		
4 Pour back knee wall for fencing - large planter		\$3,967.00	
5 Pour back knee wall for fencing - small planter			\$1,300.00
Kelli Group, Inc.			
1 New fencing along Water Street (installed)		\$6,975.00	
2 New fencing on top of large planter (installed)		\$9,610.00	
3 New fencing with gate and on top of small planter (installed)			\$6,508.00
4 New fencing/handrails along 2 sets of park steps (installed)	\$1,560.00		
<hr/>			
Each Contributor's Cash Total	\$30,393.80	\$26,952.00	\$18,558.00
Grant Total	\$75,903.80		



SITE PLAN

Phoenix Park Improvement

Lexington Fayette Urban County Government
Division of Parks & Recreation