

**GARDENSIDE RESTORATION AND ART MURAL PROJECT**

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT is entered into this 15<sup>th</sup> day of January 2014, by and between the TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter 'Lextran'), with offices located at 109 West Loudon Avenue, Lexington, Kentucky 40508, PIERSON TRAPP COMPANY, LLC, 1701 Alexandria Drive in Lexington, KY 40504 (hereinafter 'Company') and ART IN MOTION, INC., a Kentucky non-profit corporation (hereinafter 'AIM'), with its principal place of business at 311 Irvine Road, Lexington, KY 40502.

WITNESSETH:

WHEREAS, public transportation as provided by Lextran is essential for maintaining the economic vitality of Lexington; and

WHEREAS, AIM seeks to advance the maintenance of attractive streets and neighborhoods by promoting public transportation and public art through the design and installation of artistic transit shelters in the urban county; and

WHEREAS, the Alexandria Drive area of Lexington needs more public transit infrastructure and more public art to serve residents and the community; and

WHEREAS, AIM proposes to carry out the Gardenside Restoration and Public Mural Project (hereinafter 'the Project') as described in Appendix A to this agreement and incorporated herein; and

WHEREAS, AIM has been allocated \$33,500 in funding by the Lexington Fayette Urban County Government, as well as a contribution of \$2,500 from non-profit organization Lexington Directions, to implement the project; and

WHEREAS, the Company owns the Gardenside Plaza Shopping Center which includes the Gardenside Plaza sign and bus shelter to be renovated as part of the Project; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties shall work together to obtain any necessary permits for the proposed renovation and mural installation;
2. AIM shall contract for and supervise the renovation of the Gardenside Plaza sign and the commissioning of an art mural as described in Appendix A and shall be responsible for construction, insurance of contractors and satisfactory completion of the Project.
3. Lextran shall provide \$5000 in funding toward the costs of the Project as it serves the needs of Lextran riders;
4. Upon completion of the Gardenside Plaza Art Shelter, the Company shall contribute \$5000 toward the costs of the project.
5. During and after the completion of renovation of the Gardenside Plaza sign and bus shelter, the Company shall assume all responsibilities of owning and maintaining the Gardenside Plaza sign and bus shelter and shall indemnify and hold harmless AIM, Lextran and LFUCG against and from any and all claims, damages, causes of action and demands of any kind or

nature, from third parties, arising out of or in connection with the renovation and continuing on thereafter as the Company maintains the Gardenside Plaza sign and bus shelter unless such claims, damages, causes of action or demands are a result of action by AIM, Lextran, LFUCG or their agents or employees.

6. The Company shall maintain the Gardenside Plaza sign and bus shelter in as good condition as when the renovation was completed, with the exception of ordinary wear and tear, for a minimum term of twenty years.

7. Any intention to create a joint venture or partnership relations between the parties hereto is hereby expressly disclaimed.

8. This Memorandum of Agreement shall be construed under the laws of the Commonwealth of Kentucky wherein the Gardenside Plaza sign is located.

9. This Memorandum of Agreement and any addenda or exhibits attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings among the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

10. This Memorandum of Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement by and through their authorized agents as follows:

ART IN MOTION, INC.

By: Yvette B. Hart

It's President, on

1/17/14 (Date)

PIERSON TRAPP COMPANY, LLC

By: Leslie C. Trapp *member*

Leslie C. Trapp

It's Member, on

January 15, 2014 (Date)

TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Roy C. Bunker

It's General Manager, on

1/17/14 (Date)

## APPENDIX A

### **Project Description:**

Art in Motion is spearheading a project to restore the 1950s-era bus stop and sign located on Alexandria Drive in front of the Gardenside Plaza Shopping Center. This project meets the important community need of revitalizing an older neighborhood and aging shopping center through public art, while highlighting a historic feature that has been overlooked for decades. A project like this can provide the spark that leads to other revitalization efforts in a neighborhood. As this project is located on a major thoroughfare and a historically important shopping center, citizens of the entire Gardenside area will benefit.

The Gardenside Restoration and Art Mural project includes the following specific labor and materials:

1. cleaning the brick sign column and removing peeling paint where the brick portion of the shelter has been painted;
2. Repairing, cleaning and/or repainting the concrete portion of the shelter;
3. Replacing the current bench with seating of modern design that will complement the mid-century modern architecture and prevent lying down on the bench;
4. Restoring the stainless steel lettering and repairing the vintage stainless steel light fixture on top of the sign column;
5. Replacing all broken neon lights (high energy consuming) behind lettering and light fixture with low wattage LED light fixtures;
6. Holding a public design contest in partnership with LexArts to commission a glass and ceramic mosaic art mural for the inside back wall of the shelter.

