WHEREAS, The Louisville-Jefferson County Metro Government (LJCMG), the Kentucky State Historic Preservation Office/Kentucky Heritage Council (KY SHPO), and the Advisory Council on Historic Preservation (ACHP) executed a Programmatic Agreement (PA) regarding the Beecher Terrace Redevelopment Project (the Projects) on June 15, 2018; and

**WHEREAS**, Stipulation II.C.2.a of the PA authorizes LJCMG to create this Letter of Resolution (LOR) to resolve adverse effects to Historic Properties associated with Stage I of the Project; and

WHEREAS, LJCMG has determined that Stage I of the undertaking will have direct adverse effects to the Beecher Terrace Historic District and archaeological site 15Jf923 (Attachment 1); and

**WHEREAS**, the first stage (Stage I) of the Undertaking includes all demolition and construction associated with the project as of April 1, 2018, and will be in the area bounded by Jefferson Street to the north, 9<sup>th</sup> Street to the east, Muhammad Ali Boulevard to the south, and 13<sup>th</sup> Street to the west; and

WHEREAS, demolition associated with Stage I includes all three phases of planned demolition of existing buildings 1 through 59 (Attachment 2), and one phase of new construction associated with the building of the Lifelong Wellness Center, a proposed four-story, L-shaped building accommodating 120 senior-resident apartments and management offices (Attachment 3); and

WHEREAS, Stage I of the Undertaking will also include the reconfiguration of the block grid of the Beecher Terrace development with the exception of the section of Liberty Court located between the Baxter Community Center (JFWR-3796) and Baxter Square Park (JFL-485) (Attachment 4); and

WHEREAS, the resolution of effects associated with Stage I of the Undertaking will be accomplished utilizing mitigation measures negotiated amongst all Consulting Parties (CPs) and agreed to by LJCMG and KY SHPO in this formal Letter of Resolution signed by all Signatories and Invited Signatories; and

WHEREAS, LJCMG has consulted with the Louisville Story Program (LSP), BluBoi Entertainment (BluBoi), and the Louisville Western Library African American Archives (Western Archives) and each of these entities has agreed to be an Invited Signatory and to participate in the execution of mitigations to resolve adverse effects to Historic Properties associated with Stage I of the Undertaking, but activities associated with these entities are confined to Stage I of the Project and do not impact other components of the PA; and

WHEREAS, LJCMG has actively engaged the public in six separate Consulting Parties Meetings to solicit feedback regarding the project, and specifically held three separate Consulting Parties meetings focused on the development of mitigation options related to adverse effects to Historic Properties associated with Stage I of the project as documented on the project website (http://visionrussell.org/historic-preservation/section106/);

**NOW, THEREFORE,** LJCMG, KY SHPO, and the ACHP (Signatories), and Louisville Metro Housing Authority (LMHA), the Delaware Nation, LSP, BluBoi, and Western Archives (Invited Signatories) agree that Stage I of the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

#### **STIPULATIONS**

LJCMG shall ensure the following stipulations are implemented to take into account the effects of Stage I of the Undertaking on Historic Properties.

### I. THE BEECHER TERRACE HOUSING PROJECT

a. Documentary Film: "The Beecher Terrace Story"

#### i. Definition of the Project

BluBoi Entertainment will create a documentary film entitled "The Beecher Terrace Story." This documentary film will detail the history of families, the stories of the residents, the stakeholders, the providers and the lovers of the community. The end result of this project will be a 30-minute television special suitable for airing on public television, WKET. In addition, three two to five-minute shorts will be prepared that will be suitable for posting to the Vision Russell website and other social media.

The films will be produced in three phases: pre-production, production, and post-production. CPs will be provided opportunities to offer input during the pre-production and production phases of the work.

### ii. Qualified Personnel

The film will be created and produced by Lavel D. White of BluBoi Entertainment (BluBoi), a professional filmmaker with experience in directing and producing documentary films. Mr. White has specific knowledge of Louisville and the Beecher Terrace community.

#### iii. Schedule

The 30-minute film will be completed within 18 months of the execution of the contract between BluBoi and LMHA. At approximately 50% of completion, or the 10-month mark, Mr. White will provide a rough cut of his film for viewing by the CPs or a script of the film as envisioned. At this time the CPs will be provided the opportunity to suggest additional interviews or to help identify content that may be missing from the film. The CPs will be provided with a second opportunity to review the film and/or the script at the 75 to 80% completion stage. Mr. White will present the 50% and the 75% reviews at a quarterly CP meeting. CPs may provide comments at the meeting or they may provide comments in writing to LJMCG within 15 days of the quarterly meeting. If a review stage does not coincide with a quarterly meeting, the 50% and 75% versions of the film will be made available to the CPs via the Vision Russell website, LJCMG will notify CPs when the film is posted and CPs will be provided a 15 day comment period.

In addition to the final version of the film, three "preview" shorts will be available within 16 months following the execution of the contract. The schedule for the reviews will be adjusted to coordinate with the quarterly meetings.

### iv. Project Review and Acceptance

Mr. White will provide updates regarding progress on the videos at the quarterly Consulting Parties meetings until the film is finished. At the beginning of the filming, Mr. White will solicit feedback from the CPs for suggestions on film content including the general theme, candidates for interviews, and other big picture suggestions. Mr. White will provide a formal update to be included in the Annual report for the project (PA Stipulation IX).

The Stipulation will be fulfilled when LJCMG is in possession of the approved 30-minute documentary that meets the standards for airing on WKET and three two to five-minute film shorts. LMHA and LJCMG will work with WKET to have the film aired on public television following production.

Timeframe	Deliverable
6 months	Pre-Production Phase:
following notice	BluBoi provides list of interview candidates.
to proceed	CPs provided opportunity to review and comment on list of
	interviewees and possible subject topics.
10 months	Production phase:
following notice	BluBoi provides rough cut of film or script at 50% of production.
to proceed	CPs provided opportunity to comment.
12 months	BluBoi provides rough cut of film or script at 75 to 80% of
following notice	production.
to proceed	CPs provided opportunity to comment.
15 months	BluBoi provides draft version of film and of shorts and provides
following notice	CPs opportunity to comment on content.
to proceed	CPs provided opportunity to comment.
16 months	BluBoi provides final version of shorts.
following notice	
to proceed	, and the second
18 months	Post-Production:
following notice	BluBoi provides final version of film that meets the standards for
to proceed	airing on WKET

### b. Louisville Story Program

### i. Definition of the Project

The Louisville Story Program (LSP) will create a substantial book tentatively titled "<u>The Cornerstones of Russell</u>". The book will be developed by Russell residents over a 38-month period that documents the rich layers of history in the neighborhood. The book will have a strong and demonstrated connection to the Beecher Terrace development.

The book will be a minimum of 250 pages and will be 8" x 9" trim minimum. The first printing will run between 1,500 and 2,000 copies. Work for the book will proceed in five phases as outlined in the schedule.

LSP will also produce a video to introduce the project to the community and to make viewers aware of the book. LSP maintains high standards for video production quality and content. The video will be four to six minutes in length and will produced by a professional videographer. Most of the content for the video will consist of the authors discussing the book.

### ii. Qualified Personnel

This book will be completed by LSP, an organization uniquely qualified to complete the project. Darcy Thompson at LSP will be the Project Manager. Mr. Thompson has lived in Louisville since 2003, he founded LSP in 2013. He has completed several other LSP projects in the community. He brings his unique combination of enthusiasm of stories and books to his lifelong commitment to education as an engine for social justice to this project.

#### iii. Schedule

The book will be due to LJCMG 38 months following the notice to proceed. The CPs will be provided the opportunity to offer LSP input for each phase of the project as defined in the timeline below. The schedule for the reviews will be adjusted to coordinate with the projects quarterly meetings.

iv. Project Review

LSP's Project Manager will provide updates regarding progress on the book at the quarterly Consulting Parties meetings until the book is finished. The Project Manager will provide a formal update to be included in the Annual report for the project (PA Stipulation IX).

Deliverables for the LSP and the anticipated timeline for these deliverables are as follows:

Deliverables it	or the LSP and the anticipated timeline for these deriverables are as follows.
Timeframe	Deliverable
6 months	Groundwork Phase:
following	LSP provides list of Russell residents who will participate in the
notice to	project as authors.
proceed	CPs provided opportunity to review and comment on list of authors.
20 months	Gathering phase:
following	LSP provides list of archives visited and interview subjects.
notice to	LSP provides transcriptions of conversations/interviews.
proceed	CPs provided opportunity to comment on interviews to ensure no gaps in
	data collection and to identify additional possible interview subjects.
28 months	Editing Phase:
following	LSP provides CPs with drafts of manuscript.
notice to	LSP finalizes book cover design.
proceed	LSP produces and releases project video.
	CPs provided opportunity to comment on the manuscript, book cover
	design, and to preview video prior to release.
34 months	Production and Promotion:
following.	LSP completes editing and finalizes the manuscript.
notice to	LSP completes book design.
proceed	LSP prints the book.
	CPs provided opportunity to comment on the final manuscript and book
	design.
-38-months	Book Launch Celebration
following	LSP hosts a book release event
notice to	CPs provide input on venue and are invited to event.
proceed	

The Stipulation will be fulfilled when all of the deliverables listed in the table above are complete. LJCMG will provide copies of the book to the Western Archives, the KY SHPO, LMHA, and other signatories who request them as well as to other local libraries.

### c. The Western Library African American Archives

i. Definition of the Project

LJCMG will work with The Western Library African American Archives to facilitate improvements to their collection. The goal of this project will be to support the Western Archives efforts to digitize their collections through the purchase of equipment.

Western Archives may use this funding to purchase materials and equipment not limited to but including: Computers, software, overhead scanners, cameras and lenses, a copy stand with lights, light boxes for negatives, photo/document/negative flat scanners, a VHS converter, boxes, acid free paper, and displays. Western Archives may purchase digital storage and back up capabilities and choose to upgrade their website.

#### ii. Oualified Personnel

The grant will be managed by the Manager at Western Archives.

#### iii. Schedule

LJCMG will work with the Manager at the Western Archives to develop an appropriate schedule.

### iv. Project Review and Acceptance

The Manager at the Western Archives will attend two quarterly Consulting Parties meetings a year for the first two years following the execution of the LOR. The Manager will provide a report for how funding was spent to be included in the Annual report each year. The project will be considered complete once the Western Archives Manager has purchased the equipment as outlined in their scope of work.

#### II. SITE 15Jf923

### a. Archaeological Data Recovery

### i. Definition of the Project

Adverse effects to site 15Jf923 will be resolved through data recovery excavations. The data recovery will be executed following the methods outlined in the attached Data Recovery Plan (Attachment 5).

#### ii. Oualified Personnel

The data recovery will be completed by personnel meeting the Secretary of the Interior's Professional Qualification Standards for Archaeologists (36 CFR Part 61(b)).

### iii. Schedule

The data recovery will be completed within 4 years of the execution of the LOR. Data recovery excavation will be divided into phases that coincide with the schedule of phases of demolition for the Project. KY SHPO will review the demolition plans prior to the beginning of demolition phases. At the conclusion of each phase of data recovery, LJCMG will provide the KY SHPO and all CPs with a brief (no more than 10 pages) summary of activities completed. The KY SHPO will provide verification that the current phase of the data recovery has been completed to the specifications established in the Data Recovery Plan within 15 days. Upon receipt of concurrence from KY SHPO, LJCMG may proceed with ground disturbing activities in the portion of the project area subject to data recovery. Each phase of data recovery will be summarized separately to facilitate the construction schedule.

### iv. Project Review and Acceptance

The data recovery will be considered complete when the KY SHPO has accepted the final report and when all artifacts have been curated at a facility approved by LJCMG, the KY SHPO, and the ACHP. The Principal Investigator for the data recovery will attend the quarterly Consulting Parties meetings and provide an update on the status of excavations and report writing until the draft report for the data recovery has been submitted. The Principal Investigator will provide a summary of activities for each annual report.

### b. Public Participation in Archaeological Data Recovery

#### i. Definition of the Project

A program to engage the public in the archaeological data recovery at Site 15Jf923 will be implemented. This program will include signage that explains the data recovery in simple terms, the provision of on-site interpreters of the data recovery specifically tasked with interacting with the public and not excavating, and the hosting of an event aimed at the public and focused on the archaeology at the site.

#### ii. Oualified Personnel

These activities will be completed by an archaeologist specialized in interacting with the public. Specifically, the site interpreter must have specific knowledge about archaeology and the history and archaeology of Louisville and the Russell neighborhood.

#### iii. Schedule

Public interpretation of the data recovery will be completed simultaneous with the excavations. Signage will be provided within 1 week of the commencement of field excavations. A public interpreter will be available on site within the first 3 days of the beginning of excavation. Signage advertising a public interpreter will be provided at the site and, if logistically feasible, the public interpreter will have a tent near the excavation to host visitors to the site. Tours for the site will be advertised on the Vision Russell website. The schedule for the public interpreter will be adjusted based on public interest in the excavations. If interest is low, tours will be scheduled at regular intervals to maximize efficiency. The public engagement event will be held within one year of the completion of the archaeological data recovery unless the CPs, during a quarterly meeting, agree that the event should be delayed to allow time for interpretation of the recovered materials. The public archaeology event will be coordinated with another community event, such as the Beecher Terrace Block party, to facilitate advertising and to ensure maximum attendance of community members.

### iv. Project Review and Acceptance

The public archaeology interpreter will attend the quarterly Consulting Parties meetings while the excavations are in process. The interpreter will provide a written summary of work for the annual report. This commitment will be fulfilled following the public archaeology event.

### c. Educational Outreach and Data Recovery

### i. Definition of the Project

An educational outreach module will be designed for the project. This program will focus on educating the public regarding the process and outcomes of archaeological data recovery at Beecher Terrace.

### ii. Qualified Personnel

LJCMG will identify educators to engage specifically regarding the archaeological data recovery aspect of the project. As a first step, the existing education focused working group assembled by Urban Strategies as part of the redevelopment process will be engaged to help develop educational outreach tools useful to the community. The education focused working group will collaborate with the archaeologist who specializes in interacting with the public and an educator who specializes in connecting educational modules with Kentucky State Curriculum Standards.

#### iii. Schedule

Public outreach and education will begin at the outset of data recovery. LJCMG will utilize the Vision Russell website to post weekly updates about data recovery potentially including photographs and videos of the archaeologists working, an "artifact of the week", and other activities. The group of qualified

personnel will tour the site at least once during the excavations. At the conclusion of the first phase of data recovery, a formal program for educational outreach will be developed with the CPs. The emphasis of the program will be to design tools relevant to the community. The subject of the learning tool(s) will be determined by feedback from the weekly updates and tours given during the excavation phase. As LJCMG anticipates that later Stages of the project may also choose to utilize educational outreach as a mitigation of potential adverse effects, the educational module will be flexible to include future additions and adaptations.

#### iv. Project Review and Acceptance

The educational module will be considered complete when LJCMG, KY SHPO, and the ACHP have agreed that a tool for educating the public integrating information found during the archaeological data recovery has been designed by the project, linked with the Commonwealth of Kentucky's Education standards, and shared with the community. The module should be completed within a year of the final archaeology report being completed per Stipulation II.a.iv.

#### III. UNANTICIPATED DISCOVERIES

In the event of an unanticipated discovery of a historic property, or that there are unanticipated effects to historic properties, LJCMG shall follow Stipulation IV in the PA. In the event that human remains are encountered during ground disturbing activities within the APE, LJCMG must immediately stop all work in the area in which human remains were discovered and cordon off the area. In accordance with KRS 72.020, the County Coroner and the Louisville Police Department must be contacted immediately. If the County Coroner and the Louisville Police Department determine that the human remains are not of forensic interest, the unexpected discovery must be reported to the Office of State Archaeology, Kentucky SHPO, the Delaware Nation, LMHA, and LJCMG.

#### IV. DISPUTE RESOLUTION

Should any Signatory or Invited Signatory to this LOR object in writing to LJCMG regarding any action carried out in accordance with this LOR, LJCMG shall follow Stipulation V of the PA.

LJCMG's responsibility to carry out all other actions subject to the terms of this LOR that are not the subject of the dispute remain unchanged.

The resolution of a dispute related to this LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

### V. AMENDMENT AND SCHEDULE CHANGES

Amendments to this LOR will follow the protocol established in Stipulation VI of the PA.

Amendment of the LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

Changes in the schedule of deliverables for mitigation measures listed in Stipulations I and II will not require formal amendment to this LOR or to the PA. If changes to the schedule are requested by a Signatory or an Invited Signatory, LJCMG shall notify all Consulting Parties via email and shall post a notification on the Vision Russell website. All Consulting Parties will have the opportunity to discuss the revised schedule at the next scheduled quarterly Consulting Parties meeting. Following consultation at a Quarterly Meeting, LJCMG shall issue a revised schedule and shall post the revised schedule on the Vision Russell website.

#### VI. TERMINATION

Termination of this LOR will follow the protocols established in Stipulation VII of the PA.

If this LOR is terminated, then prior to work continuing on Stage I of the Undertaking, LJCMG must either: execute a new LOR for Stage I under 36 CFR § 800.6; or, follow the process under 36 CFR § 800.7. LJCMG shall notify the Signatories, Invited Signatory, and Consulting Parties in writing as to the course of action it will pursue.

Termination of this LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

#### VII. DURATION

This LOR shall become effective when executed by the last of the Signatories and the Invited Signatories (Effective Date). This LOR shall remain in effect for a period of 7 years. One year prior to its expiration, the Signatories and Invited Signatories shall consult to determine whether it should be extended through an amendment per Stipulation V.

Execution of this LOR by LJCMG, KY SHPO, and the ACHP and implementation of its terms evidence that LJCMG has complied with Stipulation II.C of the 2018 PA.

[signatures follow]

Louisville-Jefferson County Metro Government Signatory

By: Mt

Name and Title

Date: 8/3/18

Kentucky Heritage Council Signatory	
By: Craig Potts, State Historic Preservation Officer	
Date: 8-6-18	
Approved as to form and legality:	
J.M. K. Celan	Legal
Counsel	rogai
Tourism, Arts & Heritage Cabinet	

Advisory Council on Historic Preservation

Signatory

The Louisville Western Library African American Archives Invited Signatory

By:	01/2	Library Pirec	hor
Name and Title		·	
Date:	7/31/18		

By:

Name and Title DARCY THOMPSON , DIAGRETA

The Louisville Story Program

Date:

BluBoi Entertainment, LLC Invited Signatory

By: Kard D. White, President/Ceo

Date: 07/26/2018

By:

Name and Title

LISA OSAVICA INTERIN EXECUTIVE DIRECTOR

04/26/18

Date:

The Delaware Nation Invited Signatory

By: AZZA

Date:

The Kentucky Organization of Professional Arch Concurring Party	naeologists	
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Urban Strategies Concurring Party		
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The University of Louisville Concurring Party		
By: Name and Title		
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Saint Peter's United Church of Christ Concurring Party			
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The Commonwealth Preservation Trades Program Concurring Party	
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Neighborhood Planning Concurring Party	and Preservation	on, Inc.		
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The Concerned Pastor Concurring Party	rs of Russell		
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The Wayside Christian Mission Concurring Party		
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The Miami Tribe of Oklahoma Concurring Party		
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The Cherokee Nation Concurring Party	
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LETTER OF RESOLUTION AMONG THE LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY HERITAGE COUNCIL,

### THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, REGARDING STAGE ONE OF THE BEECHER TERRACE REDEVELOPMENT PROJECT, LOUISVILLE, KENTUCKY

Darnell Farris Concurring Party			
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Katheryn Higgins Concurring Party			
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Jane Grady Concurring Party			
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