

# Louisville Metro Council City Agency Request

Neighborhood Development Fund (NDF)

Capital Infrastructure Fund (CIF)

Municipal Aid Program (MAP)

Primary Sponsor: Dan Johnson

Amount: \$5,000

Date: June 2, 2015

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):

\$5,000 to Metro Parks to cover rent for Iroquois Amphitheater for the annual Kentucky Music Weekend, Kentucky's Premier Folk Festival

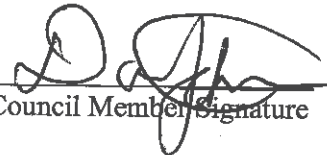
City Agency: Metro Parks – Iroquois Amphitheater

Contact Person: Mike Slaton

Agency Phone: 502-368-5865

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

21  
District #

  
Council Member Signature

5000  
Amount

6-2-15  
Date

Approved by: \_\_\_\_\_  
Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: \_\_\_\_\_ Amended Amount: \_\_\_\_\_

Reference #: \_\_\_\_\_ To OMB: \_\_\_\_\_

Budget Revision #: \_\_\_\_\_

Account #: \_\_\_\_\_

To Project Manager: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Actual Cost: \_\_\_\_\_ Funds Returned: \_\_\_\_\_

OFFICE OF METRO COUNCIL CLERK  
REVIEWED

DATE 6/3/15 TIME 2:54

## NDF OR CIF INTERAGENCY CHECKLIST

**Interagency Name:** Metro Parks

**Program/Project Name:** Kentucky Music Weekend, Iroquois Amphitheater

**Yes/No/NA**

**Request Form:** Is the NDF Request Signed by all Council Member(s) Appropriating Funding? YES

**Request Form:** If matching funds are to be used, are they disclosed with account numbers in the request form description? NA

**Request Form:** If matching funds are to be used, does the amount of the request exclude the matching fund amount? NA

**Request Form:** If other funds are to be used for this project, are they disclosed with account numbers in the request form description? NA

**Funding Source:** If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF. NA

**Funding Source:** If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF. NA

**Ordinance Required:** Is the NDF request to a Metro Agency greater than \$5,000? No

**Ordinance Required:** Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less? n/a

Prepared by: Bryan Mathews

Date: June 2, 2015



# METRO Parks

## Facility Rental Agreement

Contract #: 24104  
Date: 18-May-15

User: robynr  
Status: Firm

Louisville / Jefferson County Metro Government by and through its Metro Parks Department, 1297 Trevilian Way, Louisville, Kentucky 40213 hereby grants Kentucky Music Weekend Inc (hereinafter called the "Licensee") represented by Nancy Johnson-Barker, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- i) Purpose of Use Theater  
Kentucky Music Weekend
- ii) Conditions of Use Need proof of insurance. 1 patch box, 2 raisers from Amph. 20 picnic tables, 10 trash cans, master vending permit,
- iii) Date(s) and Time(s) of Use # of Bookings: 5 Starting: Fri 24 Jul 15 08:00 AM Expected: 1,000  
Ending: Sun 26 Jul 15 10:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Iroquois Amphitheater - Amphitheater	Fri	24-Jul-15	08:00 AM	25-Jul-15	12:00 AM	1,275.00	450.00	\$0.00	\$3,725.00
Iroquois Park - Iroquois Park - Special Event #1	Fri	24-Jul-15	09:00 AM	24-Jul-15	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Iroquois Amphitheater - Amphitheater	Sat	25-Jul-15	08:00 AM	26-Jul-15	12:00 AM	1,275.00	\$0.00	\$0.00	\$1,275.00
Iroquois Park - Iroquois Park - Special Event #1	Sat	25-Jul-15	09:00 AM	25-Jul-15	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Iroquois Park - Iroquois Park - Special Event #1	Sun	26-Jul-15	09:00 AM	26-Jul-15	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00

iv) Additional Fees / DELIVERABLE ITEMS

Extra Fee - Bookings	Quantity	Hours	Charge	Tax	Total
Clean Up Crew 100	3	16:00	\$255.00	\$0.00	\$255.00
Light Tech Per Hour	10	16:00	\$255.00	\$0.00	\$255.00
Master Vending Permit 1 Day	1	16:00	\$212.50	\$0.00	\$212.50
Patch Box	1	16:00	\$106.25	\$0.00	\$106.25
Picnic Tables-(Set of 10-Delivered)	2	16:00	\$255.00	\$0.00	\$255.00
Riser Pieces	2	16:00	\$85.00	\$0.00	\$85.00
Service Charge	1	16:00	\$6.25	\$0.00	\$6.25
Sound Tech Per Hour	24	16:00	\$1,020.00	\$0.00	\$1,020.00
Trash Cans- 10	2	16:00	\$255.00	\$0.00	\$255.00
	46	144:00	\$2,450.00	\$0.00	\$2,450.00

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
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# Facility Rental Agreement

Contract #: 24104  
Date: 18-May-15

User: robynr  
Status: Firm

\$2,550.00	\$2,450.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
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There is a \$50 fee for all returned checks

vi) Other Information

### CONDITIONS OF USE OF THE AREA:

- (1) Alcoholic Beverages are **PROHIBITED**, unless Pre Approved by Metro Parks Business Administrator.
- (2) Holder of the PERMIT shall not allow any illegal activity on the premises during the use of the area.
- (3) Violation of Conditions (1) and (2) above shall be cause of immediate revocation of the PERMIT, without refund for unused time.
- (4) The holder of the permit must have PERMIT in his/her possession at all times during the use of the premises or the premises will be available to the public on a first-come, first-serve basis.
- (5) The PERMIT is issued to the above stated named Organization / Individual only and is non-transferable without prior permission of the Department.
- (6) The PERMIT is valid only during the hours and on the day and date set forth above.
- (7) A copy of drivers license of State ID is required.
- (8) **VEHICLES ARE PROHIBITED ON GRASS**, unless pre approved by Metro Parks. Vehicles are limited to paved routes only. No driving or parking on grass. Parking near or under trees is prohibited. Cost to repair turf will be billed to event organizer.

### TERMS:

- (1) Should the Metro Government terminate this permit, it shall be the responsibility of the permittee to remove within twenty-four (24) hours of notice of such termination, revocation or cancellation, anything permittee placed on the property at the permittee's sole expense.
- (2) Permittee agrees that under no circumstances shall any public right -of- way or lands be used for commercial advertising. Permittee shall not place or permit any commercial advertising signs, banners, balloons, or other inflatables, placards or billboards upon the encroached property without approval of the Metro Government.
- (3) Permittee shall use the encroached property solely for the purpose described herein and no other activities may be conducted on said encroached property without the prior written approval of the Metro Government.
- (4) Permittee shall, at its expense, keep in good order, condition and state of repair the above-mentioned property during the period of this permit. Permittee shall make no alterations to, nor make any improvements on, the encroached property without the prior written approval of the Metro Government.
- (5) The Metro Government expressly reserves the right to terminate, cancel or revoke this permit at will.

### PAYMENT & FEES

- (1) Licensee will pay Licensor 15% (fifteen percent) of all pre approved food and beverage sales after tax. Invoices and sales sheet, along with final audit report will be submitted to Amphitheater Manager with settlement.
- (2) Licensee will pay Licensor 15% (fifteen percent) of all pre approved merchandise sales after tax. Invoices and sales sheet, along with final audit report will be submitted to Amphitheater Manager with settlement.

**Contract #:** 24104  
**Date:** 18-May-15

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**Status:** Firm

## HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The undersigned holder of this permit hereby releases Louisville / Jefferson County Metro Government by and through its Metro Parks Department from any and all obligations, claims, or responsibilities arising from the use by the holder of this permit of the premises and activity covered by said permit, and further indemnifies and binds itself to hold the Louisville / Jefferson County Metro Government by and through its Metro Parks Department harmless from any obligation, claim or cause of action which might arise, be made, or brought against Louisville / Jefferson County Metro Government by and through its Metro Parks Department by any party arising from the use by the holder of this permit of the premises and activity covered by said permit. THE HOLDER OF THIS PERMIT IS RESPONSIBLE FOR PROTECTING THE PROPERTY AGAINST DAMAGE DURING THE USE BY THE ORGANIZATION / INDIVIDUAL TO WHOM THE PERMIT IS ISSUED WILL BE BILLED FOR ALL

Licensee Signature: \_\_\_\_\_

Metro Parks Representative: \_\_\_\_\_

**Nancy Johnson-Barker**

Kentucky Music Weekend Inc  
PO Box 86  
Bardstown KY 40004  
USA  
Home: ()  
Fax: (502)

Business: (502)348-5273

Please Return to:  
**Metro Parks**  
1080 Amphitheater Road  
Louisville, KY 40214  
Phone (502) 368-5865  
Fax (502) 368-5955  
Emergency Phone # (502) 574-3506 After Hours