

**NEIGHBORHOOD DEVELOPMENT FUND  
Not-for-Profit Transmittal and Approval Form**

**Applicant/Program:** Friends of Beechwood Park

**Executive Summary of Request:**  
 The Friends of Beechwood Park have requested 8th District NDF for the amount of \$1,631.25 for the cost of general liability and non-profit director's and officer's insurance for the first year of operation of this stater park located in the 1600 of Beechwood. This will be a open to the public small pocket park located in Tyler Park Neighborhood.

Is this program/project a fundraiser?  Yes  No  
 Is this applicant a faith based organization?  Yes  No  
 Does this application include funding for sub-grantee(s)?  Yes  No

I have reviewed the attached Neighborhood Development Fund Application and have found it complete and within Metro Council guidelines and request approval of funding in the following amount(s). I have read the organization's statement of public purpose to be furthered by the funds requested and I agree that the public purpose is legitimate. I have also completed the disclosure section below, if required.

8th                      *Thomas H. Owen*                      \$1631.25                      Sept 24, 2015  
 District #                      Council Member Signature                      Amount                      Date

**Primary Sponsor Disclosure**  
 List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.

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

**Clerk's Office Only:**  
 Request Amount: \_\_\_\_\_ Committee Amended Appropriation: \_\_\_\_\_  
 Original Appropriation: \_\_\_\_\_ Council Amended Appropriation: \_\_\_\_\_

**LOUISVILLE METRO COUNCIL  
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION CHECKLIST**

**Legal Name of Applicant Organization:** Friends of Beechwood Park

**Program Name and Request Amount:** Beechwood Park, \$1631.25 for liability insurance and officer and director insurance coverage.

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="checkbox"/> Yes
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="checkbox"/> Yes
Is the proposed public purpose of the program viable and well-documented?	<input type="checkbox"/> Yes
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="checkbox"/> Yes
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="checkbox"/> Yes
Has prior Metro Funds committed/granted been disclosed?	<input type="checkbox"/> Yes
Is the application properly signed and dated by authorized signatory?	<input type="checkbox"/> Yes
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="checkbox"/> Yes
If Metro funding is for a separate taxing district is the funding appropriated for a program outside the legal responsibility of that taxing district?	<input type="checkbox"/> N/A
Is the entity in good standing with: <ul style="list-style-type: none"> <li>• Kentucky Secretary of State?</li> <li>• Louisville Metro Revenue Commission?</li> <li>• Louisville Metro Government?</li> <li>• Internal Revenue Service?</li> <li>• Louisville Metro Human Relations Commission?</li> </ul>	<input type="checkbox"/> N/A
Is the current Fiscal Year Budget included?	<input type="checkbox"/> Yes
Is the entity's board member list (with term length/term limits) included?	<input type="checkbox"/> Yes
Is recommended funding less than 33% of total agency operating budget?	<input type="checkbox"/> Yes
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="checkbox"/> Yes
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="checkbox"/> Yes
Is the most recent annual audit (if required by organization) included?	<input type="checkbox"/> No
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="checkbox"/> No
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="checkbox"/> N/A
Are the Articles of Incorporation of the Agency included?	<input type="checkbox"/> Yes
Is the IRS Form W-9 included?	<input type="checkbox"/> Yes
Is the IRS Form 990 included?	<input type="checkbox"/> Yes
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="checkbox"/> N/A
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="checkbox"/> N/A
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	<input type="checkbox"/> No
Prepared by:	Date:

**FRIENDS OF BEECHWOOD PARK, INC.****General Information**

<b>Organization Number</b>	0908333
<b>Name</b>	FRIENDS OF BEECHWOOD PARK, INC.
<b>Profit or Non-Profit</b>	N - Non-profit
<b>Company Type</b>	KCO - Kentucky Corporation
<b>Status</b>	A - Active
<b>Standing</b>	G - Good
<b>State</b>	KY
<b>File Date</b>	1/23/2015
<b>Organization Date</b>	1/23/2015
<b>Last Annual Report</b>	N/A
<b>Principal Office</b>	1647 BEECHWOOD AVENUE LOUISVILLE, KY 40204
<b>Registered Agent</b>	BRIAN L. CAUDILL 1647 BEECHWOOD AVENUE LOUISVILLE, KY 40204

**Current Officers****Individuals / Entities listed at time of formation**

<b>Director</b>	<u>BRIAN CAUDILL</u>
<b>Director</b>	<u>KRISTEN MILLWOOD</u>
<b>Director</b>	<u>DAWN SANDQUIST</u>
<b>Director</b>	<u>IAN LUYK</u>
<b>Director</b>	<u>BRIAN ELSTNER</u>
<b>Director</b>	<u>PATTI LINN</u>
<b>Director</b>	<u>CHARLOTTE WHITTY</u>
<b>Director</b>	<u>AMBER CANN</u>
<b>Director</b>	<u>KATHEY SCHICKLI</u>
<b>Director</b>	<u>GLORIA CHEEVER</u>
<b>Director</b>	<u>CANDICE LUYK</u>
<b>Director</b>	<u>CATHERINE ELSTNER</u>
<b>Director</b>	<u>AL GORMAN</u>
<b>Incorporator</b>	<u>BRIAN L. CAUDILL</u>

**Images available online**

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<u>Articles of Incorporation</u>	1/23/2015	4 pages	<u>tiff</u>	<u>PDF</u>
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**Assumed Names**



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
Legal Name of Applicant Organization:		<b>Friends of Beechwood Park</b>	
<i>(as listed on: <a href="http://www.sos.ky.gov/business/records">http://www.sos.ky.gov/business/records</a>)</i>			
Main Office Street & Mailing Address: 1647 Beechwood Avenue, Louisville, KY 40204			
Website:			
Applicant Contact:	Brian Caudill	Title:	President
Phone:	502-439-8030	Email:	brian.caudill@att.net
Financial Contact:	Patti Linn	Title:	Treasurer
Phone:	502-341-4040	Email:	gorlinn@bellsouth.net
Organization's Representative who attended NDF Training:			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
Program Facility Location(s):	Louisville		
Council District(s):	8	Zip Code(s):	40204
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
PROGRAM/PROJECT NAME:			
Total Request: (\$)	\$1,631.25	Total Metro Award (this program) in previous year: (\$)	\$0
Purpose of Request (check all that apply):			
<input checked="" type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency's total operating budget) <input type="checkbox"/> Programming/services/events for direct benefit to community or qualified individuals <input type="checkbox"/> Capital Project of the organization (equipment, furnishing, building, etc)			
The Following are Required Attachments:			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input type="checkbox"/> Current Year Projected Budget <input checked="" type="checkbox"/> List of Board of Directors (include term & term limits) <input type="checkbox"/> Current financial statement <input type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Cost estimates from proposed vendor if request is for capital expense		<input type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 <input type="checkbox"/> Evaluation forms if used in the proposed program <input type="checkbox"/> Annual audit (if required by organization) <input type="checkbox"/> Faith Based Organization Certification Form, if required <input type="checkbox"/> Staff including the 3 highest paid staff	
For the current fiscal year ending June 30, list all funds appropriated and/or received from Louisville Metro Government for this or any other program or expense, including funds received through Metro Federal Grants, from any department or Metro Council Appropriation (Neighborhood Development Funds). Attach additional sheet if necessary.			
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Has the applicant contacted the BBB Charity Review for participation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Has the applicant met the BBB Charity Review Standards? <input type="checkbox"/> Yes <input type="checkbox"/> No			



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 3 – AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

The general purpose of Friends of Beechwood Park is to develop, maintain and upkeep a public park on Beechwood Avenue in Louisville. The group is leasing a vacant lot owned by The MidCity Mall on Beechwood Avenue. The purpose of the grant request is to cover initial insurance cost for General Liability and Non-profit Director's and Officer's insurance for the first year of operation.



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 4 – PROGRAM/PROJECT NARRATIVE

**A: Describe the program/project start and end dates, a description of the program/project and applicable data with regards to specific client population the program will address (attach related flyers, planning minutes, designs, event permits, proposals for services/goods, etc.):**

The project is in its initial phase: developing ground lease for the property; obtaining insurance coverage; finalizing park plan; obtaining project manager (landscape architect) and begin the process of fund raising. See attached preliminary plan.

**B: Describe specifically how the funding will be spent including identification of funding to sub grantee(s):**  
Grant will be used to cover initial insurance costs: general liability and non-profit director's and officer's insurance.



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**C: If this request is a fundraiser, please detail how the proceeds will be spent:**

**D: For Expenditure Reimbursement Only** – The grant award period begins with the Metro Council approval date and ends on June 30 of Metro fiscal year in which the grant is approved. If any part of this funding request is for funds to be spent before the grant award period, identify the applicable circumstances:

Effective October 24, 2013, reimbursements should not be made unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):

- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
- ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.

The funding request is a reimbursement of the following expenditures that will probably be incurred after the application date, but prior to the execution of the grant agreement:

- ✓ If selecting this option, the invoice, receipt and payment documentation should not be available as of the date of this application.

The Grantee will be required to submit financial reporting in accordance with the reporting schedule provided in the grant agreement.



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**E: Describe the program's benefits to those being served (measurable outcomes). Include the program's process for collecting data and the indicators that will be tracked to measure the benefits to those being served:**

Benefit will be the use of land as a public park for residents in the general area and the general public.

**F: Briefly describe any existing collaborative relationships the organization has with other community organizations. Describe what those partners are bringing to the relationship in general and to this program/project specifically.**

Friends of Beechwood Park operates within the Tyler Park Neighborhood and has had some contact with the Tyler Park Neighborhood Association. Not a formal relationship at this time.





**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 5 – PROGRAM/PROJECT BUDGET SUMMARY**

THE PROGRAM/PROJECT BUDGET SHOULD REALISTICALLY ESTIMATE WHAT AMOUNT IS NEEDED FROM METRO GOVERNMENT AND WHAT IS EXPECTED FROM OTHER SOURCES.

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
A: Personnel Costs Including Benefits			
B: Rent/Utilities			
C: Office Supplies			
D: Telephone			
E: In-town Travel			
F: Client Assistance (Attach Detailed List)			
G: Professional Service Contracts			
H: Program Materials			
I: Community Events & Festivals (Attach Detail List)			
J: Machinery & Equipment			
K: Capital Project		\$75,000.00	\$75,000.00
L: Other Expenses (Attach Detail List)	\$1,631.25	\$3,368.75	\$5,000.00
<b>*TOTAL PROGRAM/PROJECT FUNDS</b>	\$1,631.25	\$78,368.75	\$80,000.00
<i>% of Program Budget</i>	2 %	98 %	100%

List funding sources for total program/project costs in Column 2, Non-Metro Funds:

Other State, Federal or Local Government	
United Way	
Private Contributions (do not include individual donor names)	\$78,368.75
Fees Collected from Program Participants	
Other (please specify)	
<i>Total Revenue for Columns 2 Expenses **</i>	

\*Total of Column 1 MUST match "Total Request on Page 1, Section 2"

\*\*Must equal or exceed total in column 2.



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**Detail of In-Kind Contributions for this PROGRAM only:** Includes Volunteers, Space, Utilities, etc. (Include anything not bought with cash revenues of the agency).

Donor*/Type of Contribution	Value of Contribution	Method of Valuation
<i>Total Value of In-Kind</i> <i>(to match Program Budget Line Item.</i> Volunteer Contribution & Other In Kind)		

\* DONOR INFORMATION REFERS TO WHO MADE THE IN KIND CONTRIBUTION. VOLUNTEERS NEED NOT BE LISTED INDIVIDUALLY, BUT GROUPED TOGETHER ON ONE LINE AS A TOTAL NOTING HOW MANY HOURS PER PERSON PER WEEK

Agency Fiscal Year Start Date:

Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year? NO  YES

If YES, please explain:



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 6 – CERTIFICATIONS & ASSURANCES

By signing Section 7 of the Grant Application, the authorized official signing for the applicant organization certifies and assures to the best of his or her knowledge and/or belief the following Assurances and Certifications. If there is any reason why one or more of the assurances or certifications listed cannot be certified or assured, please explain in writing and attach to this application.

#### Standard Assurances

1. Applicant understands this application and its attachments as well as any resulting grant agreement, reports and proof of expenditure is subject to Kentucky's open records law.
2. Applicant will establish safeguards to prohibit employees or any person that receives compensation from awarded funds from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Applicant and any sub grantee will give Louisville Metro Government access to and the right to examine all paper or electronic records related to the awarded grant for up to five years of the grant agreement date.
4. Applicant assures compliance with the grant requirements and will monitor the performance of any third party (sub-grantee).
5. The Agency is in good standing with the Kentucky Secretary of State, Louisville Metro Government, the Jefferson County Revenue Commission, the Internal Revenue Service, and the Louisville Metro Human Relations Commission.
6. Applicant understands failure to provide the services, programs, or projects included in the agreement will result in funds being withheld or requested to be returned if previously disbursed.
7. Applicant understands they must return to Louisville Metro any unexpended funds by July 31 following the Metro Louisville's fiscal year end
8. Applicant understands they must provide proof of all expenditures (canceled checks, receipts, paid invoices). The Applicant understands the failure to provide proof of expenditures as required in the grant agreement could result in funding being withheld or request to be returned if previously disbursed.
9. Applicant understands if this application is approved, the grant agreement will identify an award period that begins with the Metro Council approval date, and will end with June 30 of the fiscal year in which the grant is approved. Expenditures associated with this award expected to occur prior to the award period (approval date) must be disclosed in this application in order to be considered compliant with the grant agreement.
10. Applicant understands if we choose to incur expenditures prior to the approval of the application by the Metro Council, there is no guarantee that funding will be reimbursed, as the Council may choose not to award the application.
11. Applicant understands if the grant agreement is not returned to Louisville Metro within 90 days of its mailing to the applicant, the approval is automatically revoked.

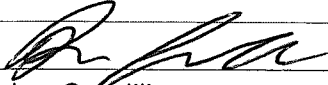
#### Standard Certifications

1. The Agency certifies it will not use Louisville Metro Government funds for any religious, political or fraternal Activities.
2. The Agency has a written Affirmative Action/Equal Opportunity Policy.
3. The Agency does not discriminate in employment or in provision of any service/program/activity/event based on age, color, disabled status, national origin, race, religion, sex, gender identity or sexual orientation, or Vietnam era veteran status.
4. The Agency certifies it will not require clients, recipients, or beneficiaries to participate in religious, political, fraternal or like activities in order to receive services/benefits provided with Louisville Metro Government funds.
5. The Agency understands the Americans with Disabilities Act (ADA) and makes reasonable accommodations.

**Relationship Disclosure:** List below any relationship you or any member of your Board of Directors or employees has with any Councilperson, Councilperson's family, Councilperson's staff or any Louisville Metro Government employee.

### SECTION 7 – CERTIFICATIONS & ASSURANCES

I certify under the penalty of law the information in this application (including, without limitation, "Certifications and Assurances") is accurate to the best of my knowledge. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am legally authorized to sign this application for the applying organization and have initialed each page of the application.

<b>Signature of Legal Signatory:</b>				<b>Date:</b>	9/9/15
<b>Legal Signatory: (please print):</b>		Brian Caudill		<b>Title:</b>	President
<b>Phone:</b>	502-439-8030	<b>Extension:</b>		<b>Email:</b>	brian.caudill@att.net

**NDF Application**  
**Friends of Beechwood Park**

**Section 5 - Program/Project Budget Summary**

<b>L: Other Expenses:</b>	<b>Metro</b>	<b>Non- Metro</b>	<b>Total</b>
<b>General Liability Insurance</b>	\$663.30		\$663.30
<b>Director's and Officer's Insurance</b>	967.95		967.95
<b>Maintenance (est)</b>		750.00	750.00
<b>Project management (est)</b>		1,500.00	1,500.00
<b>Fund raising expense (est)</b>		1,118.75	1,118.75
	\$1,631.25	\$3,368.75	\$5,000.00

**Friends of Beechwood Park  
Board of Directors**

<u>Name</u>	<u>Address</u>	
Brian Caudill		President
Amber Cann		Secretary
Kristen Millwood		Vice President
Kathey Schickli		Director
Dawn Sandquist		Director
Gloria Cheever		Director
Ian Luyk		Director
Candice Luyk		Director
Brian Elstner		Director
Catherine Elstner		Director
Patti Linn		Treasurer
Al Gorman		Director
Charlotte Whitty		Director
		Resigned

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 19 2015

FRIENDS OF BEECHWOOD PARK  
1647 BEECHWOOD AVENUE  
LOUISVILLE, KY 40204-0000

Employer Identification Number:

DLN:

26053476001265

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

January 23, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

FRIENDS OF BEECHWOOD PARK

Sincerely,

A handwritten signature in black ink that reads "Tamera Ripperda". The signature is written in a cursive, flowing style with a large initial 'T'.

Director, Exempt Organizations

**ARTICLES OF INCORPORATION**  
**OF**  
**FRIENDS OF BEECHWOOD PARK, INC.**

Pursuant to the provisions of KRS 273.247, the undersigned Corporation hereby executes these Articles of Incorporation:

**ARTICLE I - Name**

The name of this corporation shall be Friends of Beechwood Park, Inc. (the "Corporation").

**ARTICLE II - Purpose**

(A) The Corporation is organized and operated exclusively for charitable, religious, educational, and scientific purposes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and under Chapter 273 of the Kentucky Revised Statutes. The Corporation will receive gifts, contributions and grants from individuals, private organizations, public sources, and any agency of any municipal or state government or of the United States of America, and will apply, pay over, and disburse those gifts, contributions, and grants or their proceeds in furtherance of the specific and primary purposes of this corporation.

(B) The Corporation may exercise any and all powers possessed by nonstock, nonprofit corporations formed under Chapter 273 of the Kentucky Revised Statutes except that the corporation may not engage in activities that are impermissible for: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code; or (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. To amplify but not to limit the foregoing, no substantial part of the activities of the Corporation may consist of engaging in



propaganda, or otherwise attempting to influence legislation, and the corporation may not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. No part of the net earnings of the Corporation may inure to the benefit of, or be distributable to, any director, officer or employee of the corporation or any other individual, except that reasonable compensation may be paid for services rendered to or for the Corporation in connection with one or more of its purposes.

(C) In furtherance of the general purposes stated in Paragraphs (A)-(B), the particular purpose of the Corporation is to develop, maintain, and upkeep a public park on Beechwood Avenue in Louisville, Kentucky.

### **ARTICLE III – Principal Office, Registered Office and Registered Agent**

(A) The address of the Corporation's principal office shall be 1647 Beechwood Avenue, Louisville, Kentucky 40204.

(B) The address of the initial registered office of the Corporation is 1647 Beechwood Avenue, Louisville, Kentucky 40204, and the name of the initial registered agent at such address is Brian L. Caudill.

### **ARTICLE IV - Directors**

(A) The manner in which directors shall be chosen and removed from office, their qualifications, powers, duties, compensation, if any, tenure of office, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of the board of directors, shall be stated in the By-Laws.

(B) The number of initial directors of the Corporation shall be thirteen.

(C) The names and addresses of the initial Board of Directors who shall serve until their successors are duly elected and qualified are as follows:

Brian Caudill

Amber Cann

[Redacted]

Kristen Millwood

Kathay Schioldi

[Redacted]

Dawn Sandquist

Gloria Cheever

[Redacted]

Ian Luyk

Candice Luyk

[Redacted]

Brian Elstner

Catherine Elstner

[Redacted]

Patti Linn

[Redacted]

Al Gorman

[Redacted]

Charlotte Whitty

[Redacted]

#### ARTICLE V - Incorporator


The name and mailing address of the incorporator are: Brian L. Caudill, 1647 Beechwood Avenue, Louisville, KY 40204.

**ARTICLE VI - Dissolution**

Upon the dissolution of the Corporation, any remaining assets of the corporation must be distributed to one or more exempt organizations under Section 501(c)(3) of the Code or to the federal, state, or local government for a public purpose. Any assets not so disposed of will be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purpose or to organization(s) that are organized and operated exclusively for such purpose.

IN WITNESS WHEREOF, the undersigned, being the person named above as the incorporator, has executed these Articles of Incorporation the 13th day of January, 2015.


BRIAN CAUDILL as Incorporator

By:   
Brian Caudill

**BYLAWS**  
**OF**  
**FRIENDS OF BEECHWOOD PARK, INC.**

I certify that the following Bylaws, consisting of 5 pages, each of which I have initialed for identification, are the Bylaws adopted by Friends of Beechwood Park, Inc., by a unanimous written consent of directors dated as of January 13, 2015.

  
\_\_\_\_\_  
Brian L. Caudill, President

  
\_\_\_\_\_  
Initials

3. Term. The term of office of a director shall be for three years.

4. Removal. Directors may be removed from office by the Board if such director (i) is absent from three consecutive meetings without providing reasonable cause in writing to the President for such absences within a reasonable time thereafter, or (ii) misconduct, misbehavior, or disruption of Corporation meetings, activities, interests or initiatives. A dismissed director shall have a period of thirty days after receiving written notice from the Corporation of dismissal in which to challenge such dismissal by calling a special meeting. At such meeting the dismissal of such director may be invalidated by affirmative vote of a 2/3 majority of all of the directors.

5. Meetings. Meetings of the Board may be held at any time. The annual meeting of the Board shall be held at a date, time and place designated by the Board. Regular meetings of the Board shall be held at such times and places as may be fixed by the Board. Special meetings of the Board may be called by the President of the Corporation or by not less than one-third of the directors. Notice of the time and place of any special meeting shall be served upon each director by either U.S. Mail or electronic mail at least seventy-two hours before the time of the meeting. Notice of any Special meeting delivered via the U.S. mails will be sent to the director at their address appearing on the Corporation's records. Attendance of any director at any such meeting without protesting the lack of proper notice shall be deemed to be a waiver of that notice.

6. Quorum. A Majority of directors fixed by these Bylaws constitutes a quorum for the transaction of business at any meeting of the Board. Directors must be physically present to be counted for the purpose of determining the existence of a quorum. If a quorum is present at a duly called meeting of the Board, then action may be taken by the affirmative vote of a majority of directors present. Notwithstanding any other provisions in these Bylaws, the Board may hold meetings by any means of communication by which all directors participating may

  
Initials

5. Treasurer. The Treasurer shall (i) be the fiscal and disbursing agent of the Corporation, (ii) have the custody of all monies and securities of the Corporation, (iii) keep adequate and correct accounts of its financial affairs, (iv) deposit the funds of the Corporation in the name of the Corporation in such depositories as the Board may designate from time to time, and (v) have such other powers and duties as the Board may from time to time assign.

6. Authority to Sign. Except as otherwise provided in these Bylaws, the President, Secretary, or Treasurer may execute and deliver any contract or other instrument authorized by the Board.

#### **Article IV – Agents, Employees, Consultants, Professional Services**

The Corporation may from time to time engage or employ persons or entities to assist the Corporation in implementing its programs and purposes. Any such engagement or employment, and the terms thereof, must be authorized and approved by the Board.

#### **Article V – Fiscal Year**

The fiscal year of the Corporation begins on the 1st day of the month of January and ends on the 31st day of the month of December.

#### **Article VI - Indemnification**

The Corporation will indemnify and may advance expenses to any director, officer, or agent of the Corporation who is or has been threatened to be made a defendant or respondent to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she is or was a director, officer, or agent of the Corporation. Such indemnification and advances of expenses will be to the fullest extent permitted or required by the statutes of the Commonwealth of Kentucky and all other applicable law. In addition, the Corporation, by action of the Board, has

  
Initials

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Friends of Beechwood Park**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶ \_\_\_\_\_

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**1647 Beechwood Avenue**

**6** City, state, and ZIP code  
**Louisville, KY 40204**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**  
 [ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]

**OR**

**Employer identification number**  
 [ ][ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

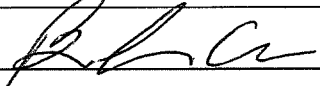
**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | Signature of U.S. person ▶  | Date ▶ 9/4/15

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



UNITED STATES LIABILITY INSURANCE GROUP  
A BERKSHIRE HATHAWAY COMPANY

USLI.COM  
888-523-5545

# BUSINESS RESOURCE CENTER



## Did you know that your insurance policy provides you with more than just insurance coverage?

Ask your insurance agent today how purchasing this policy can also assist you in growing and protecting your business or organization. Our Business Resource Center offers a comprehensive suite of services designed just for you!

# SAVE



MONEY

Gain free and unlimited access to the expertise of human resource specialists. Receive first background check FREE and then pricing for each additional screen starts at \$10, excluding court and/or state fees that may apply. Access discounted payroll services, motor vehicle reports and many more services that will assist you in running your business!



TIME

Want to put together a social media presence, create a Web site for your business or implement an online or print marketing campaign? We have already done the research and will provide you with the recommended tools to get started!

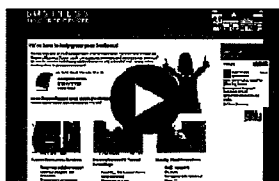


PEACE  
OF MIND

Running a business is not an easy task! The Business Resource Center provides tools to alleviate some of your worries so you can focus on growing your business. By purchasing this policy, you will have access to tools that assist in hiring the right people, managing human resources issues and preventing and restoring identity – just to name a few!

*Purchasing this policy will give you access to valuable services that you can begin to utilize the day your policy incepts!*

MAKE THE MOST OF THE BUSINESS RESOURCE CENTER



WATCH THE VIDEO >>

[USLI.COM/BRC/VIDEO](http://USLI.COM/BRC/VIDEO)

Business Resource Center services are provided by independent, third-party vendors not affiliated with USLI. Services are informational only and are not intended to replace or substitute for the advice of qualified legal counsel. If in doubt, always consult a qualified attorney. USLI is not responsible for the content of the services or the manner in which they are provided.

BRCCommQuoteAttachment-10-14





## More Options For Your Non Profits!

We are excited to present options to make Directors and Officers and Employment Practices Liability coverage more affordable for your nonprofit clients.

We have a comprehensive coverage form, competitive pricing and unparalleled service. However, in difficult economic times, nonprofits struggle to keep their funding and fulfill their nonprofit missions. Every dollar counts. We now provide cost conscious buyers an even more competitively priced alternative.

<b>COVERAGE OPTIONS</b>	<b>BROAD FORM</b>	<b>NEW STANDARD FORM</b>
Defense costs unlimited outside the limit of liability	✓	
Separate limits of liability for directors and officers, employment practices and fiduciary liability	✓	
Fair Labor Standards Act (FLSA) - \$100,000 sublimit for defense costs and loss (available to most accounts in most jurisdictions)	✓	
Data & Security+ Endorsement - \$50,000 sublimit each for data breach, identity theft, workplace violence and kidnap expenses plus free identity theft services for directors and officers who become victims of identity theft (available in most jurisdictions)	✓	
Excess Benefit Transaction Excise Tax Coverage - \$20,000 sublimit (available in most jurisdictions)	✓	
Risk Management Services – free human resources consultation helpline service with unlimited calls and no time limits plus an online HR resource center	✓	
Free and substantially discounted background check services	✓	✓
Punitive damages, where insurable by law, included automatically and available in most jurisdictions.	✓	✓
Lifetime occurrence reporting provision	✓	✓
Third party harassment and third party discrimination coverage	✓	✓
Coverage for both monetary and non-monetary claims	✓	✓
Coverage for outside directorship liability	✓	✓
Defense and settlement provision (“hammer clause”) – 75/25 in favor of the Insured	✓	✓
Individual director or officer payment protection (“order of payments”)	✓	✓
Broad language including most favorable venue wording, for punitive damages coverage, final adjudication wording, allocation wording, breach of contract coverage, pre/post judgment interest included in the definition of loss, debtor in possession included in the definition of organization	✓	✓

This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy, Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.



# Why you need Directors & Officers and Employment Practices Liability

## WHY YOU NEED IT:

- ▶ Immunity does not prevent an organization from being sued
- ▶ Laws against discrimination and harassment apply to all employers, even non-profits. You can also be sued by employees or third parties, such as clients or vendors.
- ▶ Nearly 85% of nonprofits have an annual budgets that is less than the average cost to defend a claim
- ▶ Your board members and organization need to protect their assets

## WHAT COVERAGE ARE WE OFFERING?

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
Separate limits of liability for directors and officers and employment practices liability claims (directors and officers limit not eroded by employment claims)	✓	?
Defense cost outside the limit of liability	✓	?
Lifetime occurrence reporting provision – Unlimited reporting extension for former directors and officers who are not on the board when coverage is cancelled or not renewed	✓	?
Data & Security+ Endorsement - \$50,000 expense sub-limit each for data breach, identity theft, workplace violence and kidnap	✓	?
Fair Labor Standards Act (FLSA) \$100,000 sub-limit for defense costs and loss (available in most jurisdictions)	✓	?
Third Party Discrimination and Harassment Coverage (available for most classes)	✓	?
Business Resource Center – free HR hotline with unlimited number of calls and no time limits plus discounted HR services such as background checks and online HR training modules	✓	?

### IF YOU HAVE ELECTED NOT TO PURCHASE D&O and EPL COVERAGE, PLEASE READ AND SIGN BELOW.

1. We acknowledge that our agent has fully explained the directors and officers liability risks associated with the operation of our company/organization.
2. We understand that we have the option of purchasing Directors' & Officers' Liability Insurance that can protect our company/ organization against the potential for significant monetary loss, including, but not limited to, cost of defense against such claims. We further acknowledge that our agent has recommended that we purchase the coverage and has provided us with one or more quotes for same.
3. We understand that by electing not to purchase such insurance, we are foregoing valuable protection which means our company/ organization will be responsible for defense, settlement or other expense related to claims

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any Insurance you purchase, you must first read your Policy, Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.



## Check Out Your Employment Practices Liability Risk Management Toolkit from PeopleSystems

### Free Employment Practices Liability (EPL) Help Line

1-888-811-4182 (8 a.m. to 7:30 p.m. EST)

If a human resource (HR) consulting firm offered you their time and expertise for FREE, would you lock their phone number and email address in a drawer and never call? Of course not! Do you have questions such as:

- ▶ What are the current federal and state employment laws I need to know?
- ▶ What are "wage and hour" regulations? What does "exempt" versus "non-exempt" mean?
- ▶ How should I handle terminating, suspending or warning an employee?
- ▶ What type of HR policies should I have in place?
- ▶ How should I properly document performance issues and disciplinary actions in an employee's file?
- ▶ What are appropriate and inappropriate questions to ask during an employment interview?
- ▶ What guidelines should I use to investigate a complaint of discrimination or harassment?

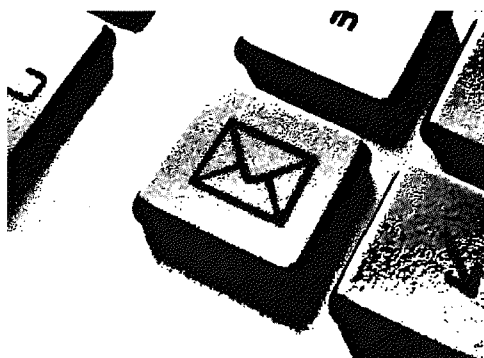
PeopleSystems is just a FREE phone call or email away! The hotline is staffed with professional HR consultants, well-versed in providing practical advice to businessowners.

### Online Human Resources Center

<http://www.peoplesystems.com/USLI>

To access the USLI-policyholder features, click on "**Request for client login**" and enter your information, including your policy number.

- ▶ [Option to e-mail your HR questions](#)  
You can email your questions via this Web portal or call the hotline. Your choice!
- ▶ [HR news center and recent employment law changes](#)  
The news center keeps you up to date with recent changes in state and federal employment laws and what they mean to you as well as pertinent articles on employment issues you need to know about.
- ▶ [HR manual and employment forms](#)  
You will find "Best Practices" helpful for handling common HR issues. Issues may include conducting employee evaluations and understanding employment laws such as FLSA, FMLA and COBRA.
- ▶ [HR recommendations](#)  
You will also find sample HR policies regarding discrimination, harassment, employment at-will and electronic communications.





# Non Profit Professional Liability Application - All States

APPLICANT MAY QUALIFY FOR AN INSTANT QUOTE BY COMPLETING SECTION I BELOW. SECTION II ANSWERS WILL BE REQUIRED PRIOR TO BINDING AND ARE SUBJECT TO UNDERWRITING APPROVAL.

This is an application for a claims made policy - Please read your policy carefully. Application for Non Profit Directors & Officers Liability Insurance (Coverage Part A) and Employment Practices Liability Insurance (Optional Coverage Part B) and Fiduciary Liability Insurance (Optional)

New York Disclosure Notice: Under DO 290 NY, DO 281 NY and DO 282 NY, if made part of your policy, the limits of liability available under this policy may be completely exhausted by the payment of defense costs. Defense costs shall be applied against the retention.

**I. INSTANT QUOTE INFORMATION**  
 Instant Quote is not available for accounts with losses in the past 5 years. If there is a loss history, please complete Section I. and submit details in a claim supplement

Applicant's Name: Friends of Beechwood Park

Location Address: \_\_\_\_\_  Same as mailing address or complete section III.

City: \_\_\_\_\_ State: KY Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_ Email Address of primary contact: \_\_\_\_\_

Description of Operations:  
 Environmental Group  
 environmental group

Total Annual Revenue: \$100,000 (If > \$2 million attach the most recent 12-month financial statement)

If less than 3 years in operation, annual revenue: this year \$100,000 next year: \_\_\_\_\_ third year: \_\_\_\_\_

Total Fund Balance (Total Assets minus Total Liabilities): \_\_\_\_\_

Full Time Employees: 0 Part Time: 0 Temporary/Seasonal: 0 Volunteers: 20

Does the organization perform any operations located outside the U.S.? No In Existence Since: 2015

## II. UNDERWRITING INFORMATION

1. Does the organization have an anti-harassment and anti-discrimination policy?  Yes  No
2. Does the organization have tax exempt status by the I.R.S.?  Yes  No
3. Does the organization have General Liability Insurance?  Yes  No
4. Expiring Information: Carrier \_\_\_\_\_ Limits \_\_\_\_\_ Retention \_\_\_\_\_ Premium \_\_\_\_\_  
 (Attach a statement of details for all "yes" answers to the following questions)
5. Is any entity proposed for Insurance involved in any of the following:
  - a) Research, development or testing?  Yes  No
  - b) Certification, accreditation or standard-setting?  Yes  No
  - c) Disciplinary actions as a result of peer review activities?  Yes  No
  - d) Administration or sponsorship of any insurance programs?  Yes  No
  - e) Labor/union negotiations or collective bargaining?  Yes  No
6. Does the applicant have any chapters or subsidiaries requiring coverage?  Yes  No

7. Has any entity proposed for insurance closed, downsized, laid off, reduced staff, sold, merged with or acquired any company in the past 12 months or anticipates doing so in the next 12 months?  Yes  No
8. Has the Applicant or any person proposed for coverage (whether or not in the service of Applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)?  Yes  No
- 9 a. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made against any entity proposed for Insurance, or any person proposed for Insurance in the capacity of Director, Officer, Trustee, Employee or Volunteer of any entity proposed for Insurance?  Yes  No
- 9 b. Is any person(s) proposed for this insurance aware of any fact, circumstance or situation which may result in claim against any entity proposed for Insurance or any of its Directors, Officers, Trustees, Employees or Volunteers?  Yes  No
10. Has any Policy for Directors and Officers or Employment Practices Liability ever been cancelled or non-renewed? (Do not answer if applicant is located in Missouri)  Yes  No

**III. FIDUCIARY (Available for 100 employees or less)**

(All questions must be answered in order for Fiduciary Liability coverage to be bound.)

1. Does each Pension Plan use an outside Investment Manager?  Yes  No
2. Does each Plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including: eligibility, participation, vesting, fiduciary responsibility and funding standards?  Yes  No
3. In the past 2 years has there been or is there now under consideration any material changes to a Plan or termination/consolidation of a Plan?  Yes  No
4. Has there been or is there now pending any claim(s) against any proposed Insured arising out of any Plan?  Yes  No
5. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability Coverage?  Yes  No

**IV. ADDITIONAL APPLICANT INFORMATION**

Applicant's Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Kentucky Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material there to commits a fraudulent insurance act, which is a crime.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Retail Agency Name: \_\_\_\_\_ License #: \_\_\_\_\_  
 Main Agency Phone Number: \_\_\_\_\_  
 Agency Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 President, Chairperson or Executive Director



MARKET FINDERS INSURANCE CORP.  
 P.O. Box 6549  
 Louisville, KY 40206-0549  
 (502) 339-5957 Fax: (502) 410-6741

NDO015G1406

Quote is valid until 10/9/2015

Re: Friends of Beechwood Park

**Schwartz Insurance Group**

To: **Charlie Stoddard**

Attn: Commission: **15** %

From: Gerri Warner

gwarner@mfic.com / (502) 339-5957

Please bind effective: \_\_\_\_\_

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages from Section III  
 (Taxes & Fees may apply to optional premium if purchased)

Option 1 - (add: \$100.00) - Fiduciary Liability - Non-Profit Directors & Officers

Please Select a Coverage Option:

Broad Form

Standard Form

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

**\$1M- broad form/separate limits- \$900.00 + \$16.20 KY Surcharge + \$51.75 Municipal Tax (5.75%) = \$967.95**

**Written request required to bind.**

**Complete, signed and dated application that accompanies this quote due at binding. KY Municipal Taxes are subject to verification at binding.**

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

NON PROFIT DIRECTORS & OFFICERS LIABILITY POLICY INFORMATION

Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) -IX

BROAD FORM OPTION

SEPARATE Limits of Liability, Defense Costs OUTSIDE the Limits and INCLUDES Data & Security + Endorsement with Identity Theft Services and Human Resources Hotline and Online Toolkit from PeopleSystems

DIRECTORS & OFFICERS LIABILITY		EMPLOYMENT PRACTICES LIABILITY	
LIMIT OPTIONS	PREMIUM	LIMIT OPTIONS	PREMIUM
<input type="checkbox"/> \$500,000	\$595	<input type="checkbox"/> \$500,000	\$140
<input type="checkbox"/> \$1,000,000	\$744	<input type="checkbox"/> \$1,000,000	\$156
<input type="checkbox"/> \$2,000,000	\$1,244	<input type="checkbox"/> \$2,000,000	\$656
<input type="checkbox"/> \$3,000,000	\$1,744	<input type="checkbox"/> \$3,000,000	\$1,156
<input type="checkbox"/> \$4,000,000	\$2,244	<input type="checkbox"/> \$4,000,000	\$1,656
<input type="checkbox"/> \$5,000,000	\$2,744	<input type="checkbox"/> \$5,000,000	\$2,156

STANDARD FORM OPTION

SHARED Limit of Liability, Defense Costs WITHIN the Limit and EXCLUDES Data & Security + Endorsement w/ ID Theft Services, HR Resources Hotline & Online Toolkit from PeopleSystems, and FLSA Loss & Defense Sublimit

SHARED LIMIT OPTIONS	PREMIUM
----------------------	---------

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

NDO015G1406

<input type="checkbox"/> \$500,000	\$529
<input type="checkbox"/> \$1,000,000	\$648
<input type="checkbox"/> \$2,000,000	\$1,368
<input type="checkbox"/> \$3,000,000	\$2,088
<input type="checkbox"/> \$4,000,000	\$2,808
<input type="checkbox"/> \$5,000,000	\$3,528

**ADDITIONAL QUOTE INFORMATION**

Part A Retention: \$0 Each Claim

Part B Retention: \$0 Each Claim

Coverage Part B cannot be purchased on a monoline basis for this product.

The limit for Coverage Part B cannot exceed the limit for Part A.

Directors and Officers Coverage and Employment Practices Liability Coverage are provided on a Claims Made basis.

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

- Underwriter receipt, review and acceptance of the fully completed USLI Non Profit Professional Liability Application dated no more than 45 days prior to the effective date of coverage and signed by one of the following as applicable: officer, member of the board of directors, managing member or executive director with authority to bind Applicant to the representations therein. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed Application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Within 21 days of the inception date of coverage, this account will be subject to the following:

- If Fiduciary is desired, complete the fiduciary questions on the application.

Underwriting Notes:

- DO-290 applies only when the Broad Form option is purchased.
- DO-207 may be deleted upon confirmation that General Liability Insurance is in place.

**II. REQUIRED FORMS & ENDORSEMENTS**

**Directors and Officers Endorsements**

DO Jacket	(09/10) Non Profit Professional Liability Policy	DO-291	(01/11) Excess Benefit Transaction Excise Tax Endorsement
DO-100	(04/07) Coverage Part A. Non Profit Directors and Officers Liability	DO-293	(06/13) Amended Lifetime Occurrence Reporting Provision Endorsement
DO-101	(04/07) Coverage Part B. Employment Practices Liability	DO-294	(04/14) Amended Notice/Claim And Circumstance Reporting Provisions
DO-207	(01/94) Failure to Maintain Insurance Exclusion Endorsement	DO-KY	(04/07) Kentucky State Amendatory Endorsement
DO-283	(01/14) Data & Security+ Endorsement	NPPLA	(05/12) Non Profit Professional Liability Application - All States
DO-290	(05/10) Fair Labor Standards Act Sublimit Endorsement	USL-DOJ	(03/08) Non Profit Professional Liability Common Conditions

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**III. OFFER OF OPTIONAL COVERAGE(S)**

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Fiduciary Liability - Non-Profit Directors & Officers	\$100.00

**Important Information**

- If Fiduciary Coverage is purchased DO-256 Fiduciary Liability Coverage Endorsement will be added.
- Subject to less than 100 Employees and coincides with the D&O Limits up to \$1 Million with defense inside that limit.

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Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



**Essex Insurance Company**  
**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**

Date: August 10, 2015

Policyholder/Applicant Name: Friends of Beechwood Park

Policy Number (if applicable):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**  
**PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$165.83
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

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 Policyholder/Applicant Signature

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 Print Name

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 Date



**LANDOWNER'S PROGRAM SUPPLEMENT**  
(Include Acord application)

Applicant's Name: \_\_\_\_\_ Location Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_

**Land Use and Acreage:**

Indicate the total acreage applicable to the land in the applicable column and row.

Location No.	Vacant Land	Real Estate Development Property	Land Leased to Others
1			
2			
3			

What was the prior use of the land? \_\_\_\_\_

Any underground fuel tanks on the property?  Yes  No

Any dams on the property?  Yes  No *If yes, complete Dam Supplement application.*

Are there any buildings or equipment on the property?  Yes  No  
 If yes, please describe: \_\_\_\_\_

Any lakes or bodies of water on the land?  Yes  No *If yes, number of acres: \_\_\_\_\_*

Any public access?  Yes  No

**Real Estate Development Property:**

Nature of planned development:  Residential  Commercial  Other: \_\_\_\_\_

Describe the work to be done: \_\_\_\_\_

Expected start date: \_\_\_\_\_ Expected completion date: \_\_\_\_\_

Who is performing the work?  Licensed Contractor  Applicant acting as a general contractor  
 Other: \_\_\_\_\_

Are certificates of insurance obtained from contractors or subcontractor naming applicant as an additional insured?  Yes  No

Is a written contract containing a hold harmless clause holding applicant harmless obtained from contractor?  Yes  No

Estimated cost for renovation/construction operations:  
 During next 12 months \$ \_\_\_\_\_ For entire project \$ \_\_\_\_\_

If applicant is acting as the general contractor:  
 Does applicant obtain a written contract from all subcontractors which includes a hold harmless clause in favor of the applicant?  Yes  No

Is applicant named as an additional insured on the subcontractor's policy?  Yes  No

**Land Leased to Others:**

Tenants use of the land:  Farming  Grazing  Parking  Quarry  Strip Mining  
 Hunting  Camping  Fishing  Hiking  Cross Country Skiing  
 Logging  Land Fill  Dirt Biking  Snowmobiling  
 Other (describe): \_\_\_\_\_

Is the tenant insured?  Yes  No

Is applicant named as an additional insured on the tenant's policy?  Yes  No

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. This application does not bind any of the parties to complete the insurance transaction.

Applicant's Signature \_\_\_\_\_ Producer's Signature \_\_\_\_\_ Date \_\_\_\_\_



## General Liability Coverage

### Limits of Insurance

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	Excluded
Personal/Advertising Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit (Any one person)	\$5,000

**Deductible** None

### Classification and premium

State - Territory	Class Code	Description	Rating Basis	Exposure	Rate	Premium
KY - 501	49452	Vacant Land (Not-For-Profit) (Vacant land- will be developed into a park eventually)	Per Acre	1	7.51	\$8

### Terrorism

The Terrorism Risk Insurance Act (TRIA), as amended, requires insurance companies to offer limited terrorism coverage. TRIA coverage will cost 3% of the GL premium, subject to a \$150 minimum.

If purchased, the CG 21 73 Exclusion of Certified Acts of Terrorism will be removed from your policy and the CG 21 70 Cap on Losses from Certified Acts of Terrorism will be added.

**Total General Liability Premium (25% minimum earned) \$500 MP minimum and deposit**



## Forms and Endorsements

<u>MPIL 1007 03 14</u>	Privacy Notice
<u>MDIL 1000 08 11</u>	Common Policy Declaration
<u>MDIL 1001 08 11</u>	Forms Schedule
<u>IL 00 17 11 98</u>	Common Policy Conditions
<u>IL 00 21 09 08</u>	Nuclear Energy Liability Exclusion Endorsement
<u>MEIL 1200 01 10</u>	Service Of Suit
<u>MEIL 1225 10 11</u>	Change - Civil Union
<u>MDGL 1008 08 11</u>	Commercial General Liability Coverage Part Declarations
<u>CG 00 01 12 07</u>	Commercial General Liability Coverage Form
<u>CG 00 68 05 09</u>	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
<u>CG 21 04 11 85</u>	Exclusion-Products-Completed Operations Hazard
<u>CG 21 09 06 15</u>	Exclusion - Unmanned Aircraft
<u>CG 21 36 03 05</u>	New Entities Exclusion
<u>CG 21 47 12 07</u>	Employment - Related Practices Exclusion
<u>CG 21 49 09 99</u>	Total Pollution Exclusion Endorsement
<u>CG 21 73 01 15</u>	Exclusion Of Certified Acts Of Terrorism
<u>ME 008 01 09</u>	Pre-existing Injury, Loss or Damage Exclusion
<u>ME 023 01 09</u>	Animal Exclusion Endorsement
<u>ME 030 04 99</u>	Classification Limitation Endorsement
<u>ME 217 07 09</u>	Specified/Designated Premises/Project Limitation
<u>ME 285 01 09</u>	Real Estate Development Exclusion
<u>ME 305 03 09</u>	Swimming/Diving Exclusion
<u>MEGL 0001 08 14</u>	Combination General Endorsement
<u>MEGL 0265 11 14</u>	Exclusion - Use and Sale of Firearms
<u>MEGL 1381 07 10</u>	Mobile Equipment Exclusion
<u>MEGL 1636 08 14</u>	Exclusion - Employer's Liability And Bodily Injury To Contractors Or Subcontractors In Designated States
<u>MEGL 1650 11 14</u>	Exclusion - Tree Stands and Tree Steps
<u>MJIL 1000 08 10</u>	Policy Jacket (Essex)



Friends of Beechwood Park  
Transaction #: 1137922

KY Municipal Tax \$34.50

**Total amount due** \$663.30 

**Supplemental Application(s):**

Landowners Program Landowners Program Supplement  
Supplement 01 09



To: Charlie Stoddard  
At: Schwartz Insurance Group

August 10, 2015

Gerri Warner  
Market Finders Insurance Corporation  
9117 Leesgate Road  
Louisville, KY40222  
gwarner@mfic.com

**Quote Summary**

Based on the information provided, we are pleased to offer the following quote with Essex Insurance Company. Essex Insurance Company is a surplus lines insurer currently rated A XIV by A.M. Best.

These terms are valid for thirty days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review our quotation carefully.



Written request required to bind.  
Complete, signed and dated Acord 125/126, landowners application and terrorism for due at binding.  
Subject to favorable inspection.  
Fee is fully earned.  
25% minimum earned premium at binding.  
No flat cancellations.  
KY Municipal Taxes are subject to verification at binding.

Named insured: Friends of Beechwood Park  
Transaction number: 1137922  
Company: Essex Insurance Company  
Term quoted: 08/10/2015 to 08/10/2016(These dates may be amended at time of binding.)

Commission: 10.00%

**Premium Summary**

General liability \$500 MP  
Total Premium without TRIA \$500

**Taxes & Fees**

Policy Fee \$100.00  
Surplus Lines Tax \$18.00  
KY Premium Surcharge \$10.80

## **GROUND LEASE**

LANDLORD: Bardstown Road  
Investment Co, c/o Sandra Metts

TENANT: Friends of Beechwood Park

PREMISES: 1620 Beechwood Avenue

## **GROUND LEASE**

THIS GROUND LEASE (this "Lease"), made this \_\_\_ day of \_\_\_ 2015 (the Commencement Date") by and between Bardstown Road Investment Co.(hereinafter referred to as "Landlord"), with offices at 4014 Dutchmans Lane, Louisville, Kentucky 40207, and Friends of Beechwood Park, Inc. (hereinafter referred to as "Tenant"), with its registered offices at 1647 Beechwood Avenue, Louisville, Kentucky 40204.

### **WITNESSETH:**

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately .277 acres, also known as 1620 Beechwood Avenue, which real property is more particularly described on Exhibit "A", attached hereto and made a part hereof. Said real property shall hereinafter be referred to as the "Land" or "Premises"; and

WHEREAS, Tenant desires to lease the Land on which Tenant will operate a public park pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

### **SECTION 1. PREMISES**

Landlord, in consideration of Tenant's design, construction, and operation of the improvements (as defined in Sections 4(a) and 4(b) hereof) and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord the Land.

### **SECTION 2. TERM**

The initial term of this lease shall be as follows:

(a) The Lease of the real property described in Exhibit A shall be for a period of approximately thirty (30) years beginning on the Commencement Date and ending on \_\_\_\_\_ 2045.

(b) The term will be consummated upon the Landlord's receipt of compensation in the amount of \$1.00.

(c) Either the Tenant or the Landlord may provide for an earlier termination of Lease for any reason by providing the other party with at least 90 days prior written notice. However, if Landlord terminates this Lease for a reason other than Tenant's default of this Lease, then Landlord shall promptly reimburse Tenant for the unamortized cost of the Improvements.

### **SECTION 3. RENEWAL OPTIONS**

Provided Tenant has not substantially defaulted on any of the terms, provisions, or conditions to be performed by Tenant under this Lease, and unless Landlord provides Tenant with notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, or any renewal terms, the terms of this lease as to the real property described in Exhibit A shall renew individually for successive five (5) year terms, upon the same covenants and agreements as set forth herein.



#### **SECTION 4. CONSTRUCTION OF IMPROVEMENTS**

(a) Plans and Specifications. Tenant shall develop, at its sole cost and expense, a public park (collectively, the "Improvements") all in accordance with the plans, specifications and a construction/phasing schedule (the "Plans") approved by the Landlord in advance. All construction and development shall be in accordance with the Tenant's approved Plans. Any proposed changes to the Plans approved by the Landlord shall be subject to the prior written approval of Landlord. Tenant shall provide Landlord with the Plans for review and approval in a form reasonably acceptable to Landlord at ninety (90) days in advance of the proposed construction start. Landlord agrees to review expeditiously the Plans and any subsequent proposed changes thereto upon receipt of the same from Tenant, and Landlord shall not unreasonably withhold approval of the Plans or changes. Landlord reserves the absolute right to terminate this Lease if the Improvements are not developed according to the Plans.

(b) Upon delivery of the Land to Tenant, Tenant shall commence preparing the Plans for the Improvements, seek approval therefore, shall diligently and reasonably pursue implementing the Improvements, and shall supply such monies and perform such duties, as may be necessary, to complete the construction of the Improvements pursuant to and in accordance with the approved Plans. Tenant shall construct the Improvements, and any alterations thereto, in a good and workmanlike manner, in full compliance with all construction, use, building, zoning, health, environmental, and other similar requirements of any governmental entity having jurisdiction. Tenant will promptly provide to Landlord: (a) building permits, as they become available and necessary; (b) copies of zoning certificates from applicable governmental authorities; (c) monthly progress reports of Tenant's construction; and (d) related improvements upon completion of construction of same. Landlord shall have the right to enter upon the Land to inspect the construction. Tenant shall promptly correct any noncompliance items in the Improvements, including but not limited to, any substantial departure from the Plans, and any violation of any requirement of any governmental entity.

(c) All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Land or the Premises, Tenant shall discharge or bond off same within thirty (30) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may at its option, terminate this Lease by providing written notice to Tenant whereupon this lease shall immediately terminate, however, Tenant shall not be released from any liability until said lien is released.

(d) Insurance. In addition to the other insurance required under this Lease, during the construction of the Improvements, Tenant shall obtain and maintain (a) builder's completed value risk insurance against all risks of physical loss including collapse and transit coverage, with deductibles reasonably satisfactory to Landlord, showing Landlord as an additional insured, such insurance to be in such amounts covering the total value of work performed and equipment, supplies, and materials furnished, and in such form and by such companies as shall be reasonably approved by Landlord, and (b) workers compensation insurance as required by the laws of the State of Kentucky, and Tenant shall provide Landlord with certificates evidencing all of the above.

#### **SECTION 5. USE AND OCCUPANCY**

(a) The term of this Lease, the Premises shall be used by Tenant in accordance with the approved Plans for the operation of a public park and related facilities.

(b) In the event Tenant fails to operate the Premises in accordance with this Section, then Landlord shall have the right and option, in addition to all other remedies set forth in this Lease, to elect to terminate this Lease.

(c) Tenant shall at all times refer to the Premises as "Beechwood Park."

(d) Tenant shall at all times conduct its operations on the Premises in a lawful manner and shall, at Tenant's expense, comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or construction and alteration of the Premises. Tenant shall comply with all requirements of the Americans with Disabilities Act, and shall be solely responsible for all alterations to the Premises in connection therewith.

(e) Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public without restriction, or in such manner as might tend to impair or otherwise cloud or encumber Landlord's title to the Premises, or any portion thereof, or to be used in such manner as may provide a basis for a claim or claims of prescription, adverse usage, or possession by the public or others, as such, or of an implied dedication of the Premises, or any portion thereof.

#### **SECTION 6. NUISANCES**

Tenant shall not perform any acts or carry on any practice that may injure the Premises or be a nuisance or menace to the neighbors or the public.

#### **SECTION 7. ALTERATIONS**

(a) Tenant shall not make any alterations to the Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld by the Landlord. When seeking the consent of Landlord, Tenant shall submit a written request and the plans and specifications for such alterations to Landlord for Landlord's approval prior to the commencement of such work. Tenant shall indemnify and save harmless Landlord from and against all mechanics' liens or claims by reason of initial construction or subsequent repairs, alterations, or improvements that may be made by Tenant to the Premises. Inasmuch as any such construction, alterations, additions, or other work in or to the Premises may constitute or create a bona fide hazard to the public, Tenant shall erect barricades, temporarily close the Premises, or affected portion thereof, to the public or take whatever measures are reasonably necessary to protect the Premises and the public for the duration of such alterations, additions, or other work. If Landlord determines, in its reasonable judgment, that Tenant has failed to take any of such necessary protective measures, Landlord may at its option, terminate this Lease by providing written notice to Tenant whereupon this lease shall immediately terminate, however, Tenant shall not be released from any liability until said lien is released.

(b) All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Land or the Premises, Tenant shall discharge or bond off same within ten (10) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may at its option, terminate this Lease by providing written notice to Tenant whereupon this lease shall immediately terminate.

## **SECTION 8. UTILITIES**

(a) Tenant agrees to be responsible and pay for all public utility services rendered or furnished to the Premises during the term hereof, including, but not limited to, heat, water, gas, electric, steam, telephone service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable. Landlord shall not be liable for the quality or quantity of or interference involving such utilities.

(b) During the term hereof or any renewal or extension period, whether the Premises are occupied or unoccupied, Tenant agrees to maintain the park and its facilities.

## **SECTION 9. PERSONAL PROPERTY**

Tenant further agrees that all personal property, goods, and equipment of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the use of the Premises, unless caused by the actions and/or omissions of Landlord, or its agents.

## **SECTION 10. SUBLEASE OR ASSIGNMENT**

Tenant further covenants and agrees not to assign or sublet the Premises or any part of same.

## **SECTION 11. FIRE AND CASUALTY**

(a) Tenant shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the Improvements in an amount equal to the full replacement cost thereof. Landlord shall be under no obligation to maintain insurance on any improvements on the Land.

(b) If the Premises shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Tenant shall repair and restore all such items that are required to be insured by Tenant hereunder to a good tenable condition with reasonable dispatch.

(c) In the event the Premises, because of such damage or destruction, are not repaired and restored to a tenable condition with reasonable dispatch within one hundred eighty (180) days from the date of such damage or destruction, or such additional time period as may be reasonably required, provided that Tenant exercises due diligence in commencing and completing such restoration or repair, Landlord may, at its option but without any obligation to do so,

Terminate this Lease within sixty (60) days following such one hundred eighty (180) day period but prior to the repair and restoration of same by giving prior written notice to Tenant and thereupon Landlord and Tenant shall be released from all future liabilities and obligations under this Lease.

## **SECTION 12. TENANT'S REPAIRS**

(a) Tenant shall maintain, repair, and replace (hereinafter collectively referred to as "Repair"), at Tenant's expense, all and every part of the Premises that are required to be insured hereunder to keep same in good order, condition, and repair, except for the

existing wall between the Premises and the parking lot of the Mid City Mall. The Tenant shall be responsible for graffiti removal on the park side of the wall.

(b) If Tenant fails to Repair the Premises as required herein, Landlord may demand in writing that Tenant undertake and complete such Repair within thirty (30) days from Landlord's notice to Tenant, unless such Repair constitutes an emergency, in which case such Repair shall be undertaken and completed immediately. If Tenant refuses or neglects to make such Repair and to complete the same with reasonable dispatch in accordance with this Lease, then Landlord may at its option, terminate this Lease by providing written notice to Tenant whereupon this lease shall immediately terminate.

(c) In making a Repair on the Premises, Tenant shall:

(i) Pay promptly when due the entire cost of the Repair on the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials arising from such work;

(ii) Procure all necessary permits before undertaking such work;

(iii) Do all of such work in a good and workmanlike manner, employing materials of good quality;

(iv) Comply with all governmental requirements; and

(v) Save Landlord and its agents, officers, employees, contractors, and invitees harmless and indemnified, up to the maximum coverage amount of Tenant's insurance policies, from all liability, injury, loss, cost, damage, and/or expense (including reasonable attorney fees and expenses) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property occasioned by or growing out of such work described in this Section 12.

### **SECTION 13. COVENANT OF TITLE AND PEACEFUL POSSESSION**

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall put Tenant into complete possession of the Land in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord, subject, however, to Landlord's right to use the Premises set forth herein and to the other terms and conditions of this Lease.

### **SECTION 14. INSURANCE: INDEMNITY**

(a) Casualty Insurance. Tenant shall carry such insurance against loss of its property in, on, or about the Premises by fire and such other risks as are covered by all risk and extended coverage property insurance or other hazards as Tenant deems necessary. As the following relates to this Section 14, Landlord shall not be liable for any damage to Tenant's property in, on, or about the Premises caused by fire or other insurable hazards regardless of the nature or cause of such fire or other casualty. Tenant expressly releases Landlord of and from all liability for any such damage. Tenant and

Landlord agree that insurance policy or policies shall include a mutual waiver of "subrogation" recognizing this release from liability,

(b) Public Liability Insurance. Tenant agrees to procure and maintain during the demised term a policy or policies of liability insurance, with blanket contractual coverage, written by a responsible insurance company or companies (which may be written to include the Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant against any and all losses, claims, demands, or actions for injury to or death of any one or more persons, including volunteers working under the direction of Tenant or Landlord or their respective agents or employees, and for damage to property in any one occurrence in the Premises to the limit of not less than \$1,000,000 and \$5,000,000 general aggregate policy limit arising from Tenant's conduct and operation of the Premises, \$500,000.00 limit for fire and legal liability, and \$1,000,000.00 limit for completed operations, or such higher amounts as reasonably designated by Landlord. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured. All insurance companies must be licensed to do business in the State of Kentucky and have an "A" rating or better. Certificates of insurance will be provided at the time this Lease is executed and twenty (20) days prior to expiration of the policy. Certificates of insurance are to specify notification to Landlord of cancellation or termination of policy not less than ten (10) days prior to cancellation or termination.

(c) Miscellaneous Insurance. With respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Premises, each contractor must provide proof of workers compensation coverage on its employees and agents to Landlord.

(d) Indemnity. Tenant shall indemnify, via and up to the amount of its insurance policies as required by this Section 14(b), Landlord, Landlord's agents, employees, officers, or directors, against all damages, claims, and liabilities arising from Tenant's use and operation of the Premises or from any accident or injury whatsoever caused to any person, firm, or corporation during the demised term on or about the Premises, unless such claim arises from a breach or default in the performance by Landlord of any covenant or agreement on its part to be performed under this Lease. The indemnification herein provided shall include all costs, counsel fees, expenses, and liabilities incurred in connection with any such claim or any action or proceeding brought thereon, up to the amount of Tenant's insurance policies as required by this Section 14(b).

## **SECTION 15. REAL ESTATE TAXES**

(a) In the event the Premises is not exempt from real estate taxes, then Tenant shall pay any real estate taxes imposed upon the Premises during the term of this Lease, including any extensions or renewals thereof, unless said tax is the direct result of the actions of Landlord.

(b) For the purpose of this Lease, the term "real estate taxes" shall include any special and general assessments, water and sewer rents, and other governmental impositions imposed upon or against the Premises of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof,

which shall or may during the lease term be levied, assessed, or imposed upon or against such Premises and of all expenses, including reasonable attorney fees, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate taxes, minus any refund received by Landlord.

(c) The real estate taxes for any lease year shall be the real estate taxes for the tax year terminating during said lease year. If any lease year shall be greater than or less than twelve (12) months, or if the real estate tax year shall be changed, an appropriate adjustment shall be made. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for said period attributable to each taxing authority. If, upon the assessment day for real estate taxes for any tax year fully or partly included within the term of this Lease, a portion of such assessment shall be attributable to buildings in the process of construction, a fair and reasonable adjustment shall be made to carry out the intent of this section.

(d) Tenant shall pay real estate taxes no later than the due date or, if the tax bill is delivered to Landlord by the taxing authority, ten (10) days after Tenant's receipt of a copy of the tax bill from Landlord.

(e) Tenant shall be responsible for applying for and obtaining any available exemptions from real estate taxes, and Landlord shall reasonably cooperate with Tenant to obtain the same.

#### **SECTION 16. SURRENDER**

Tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises upon the expiration of this Lease or its termination as herein provided in as good condition and repair as the same shall be at the commencement of the original term, or as originally constructed after the Commencement Date (as the case may be), ordinary wear and tear excepted, and removal of any equipment placed by the Tenant.

#### **SECTION 17. HOLDING OVER**

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option and no act or statement whatsoever on the part of Landlord or his/her duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

#### **SECTION 18. NOTICE**

Whenever under this Lease provisions are made for notice of any kind to Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Bardstown Road Investment Co. at 4014 Dutchmans Lane, Louisville, Kentucky 40207, Attention: Sandy J. Metts, or at such address as Landlord may notify Tenant in writing, and deposited in the United States mail by certified mail, return receipt requested, with postage prepaid or Federal Express, Express Mail, or such other nationally recognized expedited mail service as normally results in overnight delivery. Notice of Tenant shall be sent in like manner to 1647 Beechwood Avenue, Louisville, Kentucky 40204, Attention: Brian Caudill. All notices shall be effective upon receipt or refusal of receipt. Either party may change the place for service of notice by written notice to the other party.

## **SECTION 19. DEFAULT**

(a) Elements of Default. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

(i) Tenant fails to maintain at all times all insurance required hereunder to be maintained;

(ii) Tenant fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord, unless stated otherwise in this Lease.

(iii) Tenant refuses to take possession of the Premises at the delivery of possession date, vacates or abandons the Premises, or substantially ceases to carry on its reasonable public park activities on the Premises;

(iv) A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on, or about the Premises, or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment);

(v) Tenant makes an assignment for the benefit of creditors, or substantially all of Tenant's assets in, on, or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter); and

(vi) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any federal or state statute, and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

(vii) Complaints to the landlord regarding park activity.

(viii) Failure to close the park at dusk, unless open for a special event.

(b) Remedies. Upon the occurrence of any event of substantial default after any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

(i) Landlord may re-enter the Premises and cure any substantial default of Tenant, in which event Tenant shall reimburse Landlord for any cost and expenses that Landlord may reasonably incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred;

(ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such substantial default, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; and (b) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or

otherwise in law or at equity. Tenant shall remain liable for payment of all charges and costs imposed on Tenant herein, in the amounts, at the times, and upon the conditions as herein provided;

(iii) Upon termination of this Lease pursuant to this Section 20, Landlord may recover possession of the Premises under and by virtue of the provisions of the laws of the State of Kentucky, or by such other proceedings, including re-entry and possession, as may be applicable; and

(iv) In the event of a breach by either party of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings, and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude either party from any other remedy, in law or in equity.

(c) Additional Remedies and Waivers. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the party waiving such default.

#### **SECTION 20. WAIVER OF SUBROGATION**

Landlord and Tenant, and all parties claiming under each of them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance coverage maintained or required to be maintained by the terms of this Lease on the Premises or in connection with activities conducted with the Premises, and waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies of insurance maintained or required to be maintained by the parties hereunder shall contain waiver of subrogation provisions so long as the same are available.

#### **SECTION 21. LIABILITY OF LANDLORD: EXCULPATION**

It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of Landlord, and that all personal liability of Landlord, to the extent permitted by law, of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises for the payment thereof.

#### **SECTION 22. RIGHTS CUMULATIVE**

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.



### **SECTION 23. MITIGATION OF DAMAGES**

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

### **SECTION 24. ENTIRE AGREEMENT AND JOINT PREPARATION**

This Lease shall constitute the entire agreement of the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the parties and shall be deemed to be jointly prepared.

### **SECTION 25. BINDING UPON SUCCESSORS**

The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

### **SECTION 26. HAZARDOUS SUBSTANCES**

(a) During the term of this Lease, Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state, or local laws, ordinances, rules, and regulations. Tenant shall indemnify and hold Landlord harmless, up to the maximum coverage amount of Tenant's insurance policies, from any and all liabilities, penalties, demands, actions, costs and expenses (including without limitation reasonable attorney fees), remediation and response costs incurred or suffered by Landlord directly or indirectly arising due to the breach of Tenant's obligations set forth in this Section. Such indemnification shall survive expiration or earlier termination of this Lease. At the expiration or sooner termination hereof, Tenant shall return the Land to Landlord in substantially the same condition as existed on the Commencement Date free of any hazardous substances in, on, or from the Premises.

(b) Prior to any renovation or demolition activities containing any asbestos-containing materials or asbestos-containing building materials, as defined by federal, state, or local laws, ordinances, rules, and regulations, which are the responsibility of Tenant hereunder, or in connection with any renovation or demolition by Tenant, Tenant shall notify Landlord at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. Tenant shall be responsible for compliance with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

**SECTION 27. FORCE MAJEURE**

If either party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

**SECTION 28. HEADINGS**

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Landlord:

**Bardstown Road Investment Co.**

By: \_\_\_\_\_

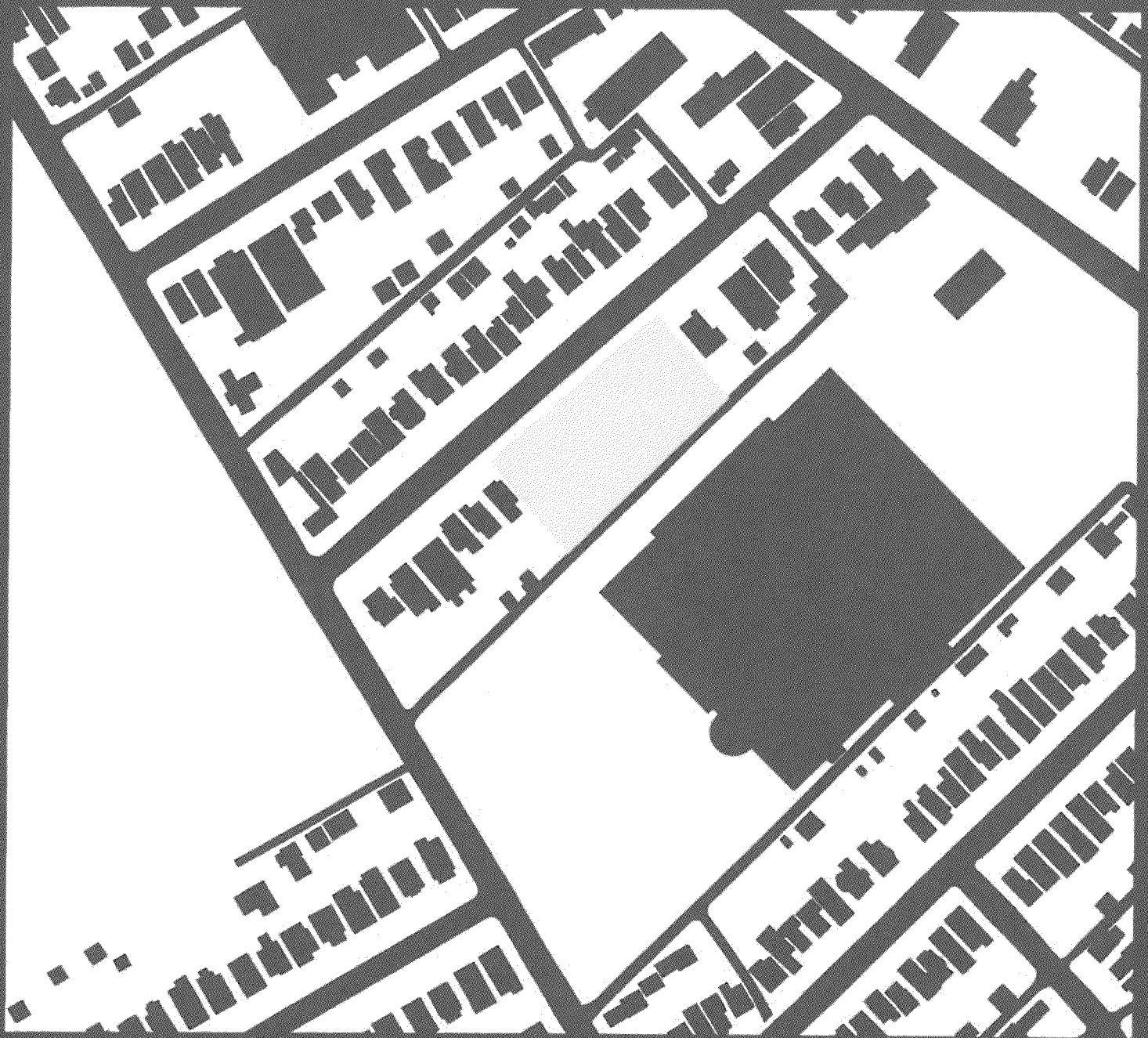
Sandra J. Metts

Tenant:

**Friends of Beechwood Park, Inc,**  
a Kentucky corporation

By: \_\_\_\_\_

Brian L. Caudill



A Design Study

# **Beechwood Avenue Pocket Park**

Louisville, Kentucky

## Acknowledgments

This study was designed, written and illustrated by:

Patrick Piuma, Director, Urban Design Studio

Winston Mitchell, Graduate Research Assistant, Urban Design Studio

in collaboration with:

Beechwood Avenue Residents

### URBAN DESIGN STUDIO

The Urban Design Studio (UDS) is part of the University of Louisville's Department of Urban & Public Affairs and is located at 507 South Third Street in Louisville, Kentucky.

The mission of the UDS is to raise the communities awareness of better design practices for our built environment with a focus on moving our city and region towards a sustainable future. Through design studies, research, charrette facilitation, workshops, meetings, classes and general outreach to the community, the UDS offers a central location to discuss issues in the community and work in a collaborative environment to come up with creative solutions for the betterment of all.

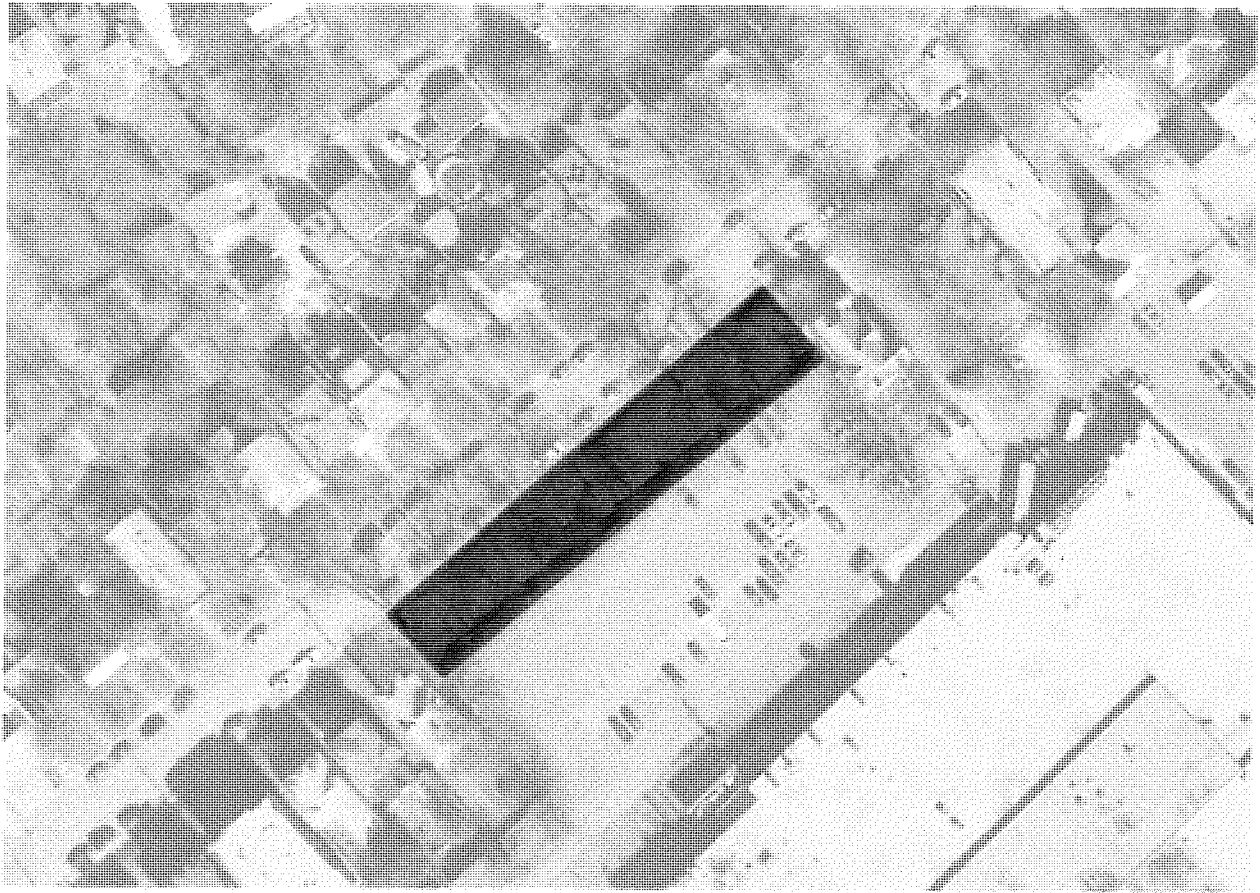
[www.udstudio.org](http://www.udstudio.org)

May 2014

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BEECHWOOD AVENUE POCKET PARK BOUNDARIES

## Introduction

Beechwood Pocket Park is located along Beechwood Avenue in the Tyler Park neighborhood of Louisville. The site abuts a parking lot belonging to the MidCity Mall between Bardstown road and Baxter Avenue, and is separated from the parking by a large masonry wall. Originally comprised of 6 parcels with large victorian era homes, the site has stood vacant since the homes were demolished in 1962 to make way for parking for the Mid-City Mall. Due to deed restrictions from the original construction of the mall, the site cannot be developed as a cut through for traffic access, and as such is not suitable for commercial purposes.

After seeing the site lie empty for over 60 years, in the fall of 2013 neighborhood residents began seeking to turn the site into an asset for the community. As a result, a pocket park design was developed through public meetings coordinated by the Urban Design Studio (UDS), involving collaboration between the Tyler Park Neighborhood Association, Beechwood

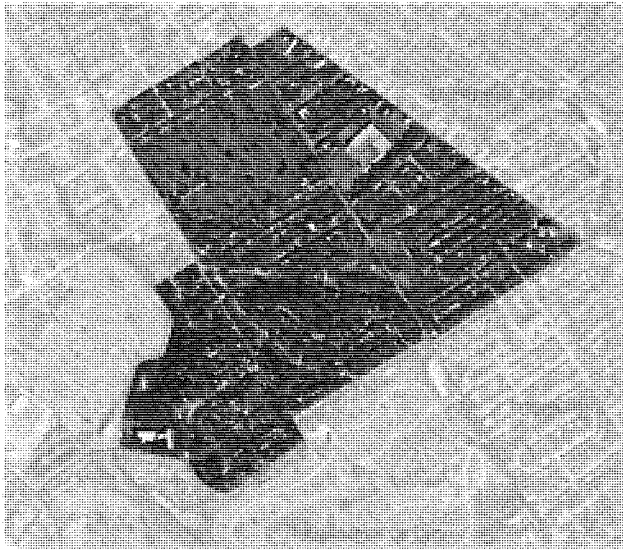
Avenue residents, other local residents, and the UDS. Through two public meetings and design workshop, a site plan was developed for the site that incorporates the ideas and desires of the neighborhood, with guidance provided by the Urban Design Studio.

Residents of the neighborhood throughout the process expressed their desire for a site that maintained the character of the site, and could serve as a focal point of neighborhood activity. Additionally, they desired that the park pay homage to the rich history of the neighborhood, and the homes that used to stand on the site. The final design emphasizes the linear nature of the park, maintaining views from one end of the park to the other. The plan includes a curvilinear walking path, a gazebo for neighborhood gatherings, a small play area for children, benches, murals representing the original homes on the site, and public art. The proposed improvements transform the site from an empty lot into a focal point for the local community

# Site Analysis

## Tyler Park

Tyler Park is located southeast of downtown Louisville and is bisected by Baxter Avenue. It is bounded by Bardstown Road and Winter Avenue to the north and east and Eastern Parkway to the south, while Beargrass Creek and Barrett Avenue create the western border. The residential and commercial area is an integral part of the vibrant Highlands area of Louisville, and one of its more sought after neighborhood.



Tyler Park neighborhood boundaries (Credit: LOJIC)

## History of Tyler Park

The first subdivision in the Tyler Park neighborhood was laid out by John H. Tucker in 1873. Development began slowly, however, thanks to the hilly topography and the areas distance from downtown Louisville. Once a streetcar was extended down Bardstown road to Bonnycastle Avenue and Cherokee Park was established, development rapidly accelerated. In 1904, the Tyler Park bridge was built connecting Baxter Avenue to Eastern Parkway, and in 1910 Tyler Park was officially established as a greenspace for residents of the highlands area. By 1952, the mixed-use neighborhood was essentially built out, establishing the Tyler Park neighborhood as a fashionable and walkable district of Louisville, which it remains to this day.

In 1902, the Protestant Orphans home relocated from west Louisville to 1250 Bardstown Road, occupying a ten-acre site between Bardstown Road and Baxter Avenue, directly to the southeast of

Beechwood Avenue. The orphanage was sold in 1959, and demolished in 1962 to make way for creation of the Mid-City Mall, one of the first enclosed malls in America. In addition to the orphanage, six parcels were bought and cleared along Beechwood Avenue to make way for parking, significantly impacting the neighborhood streetscape.

In the 1970s, the Bardstown Road area suffered from urban blight, and the poorly maintained Mid-City mall was foreclosed upon after a boycott by area residents. The mall was then sold to the Metts family, which has maintained ownership ever since. The effective boycott led to the establishment of the Highlands Commerce guild in 1977, which has advocated for revitalization in the highlands ever since.

## Recent Developments

Today, Bardstown Road is one of the premier shopping and dining districts of the city, and the surrounding neighborhoods have some of the highest educational attainments and average incomes in all of Louisville. The growth of mixed-use developments and more dining has led to tension between businesses and residents, however, with many residents complaining of increased vandalism, noise, and competition for parking along residential streets. Current discussion in the neighborhood centers around the appropriateness of further development and densification in the area.



The Protestant Orphan's Home along Bardstown Road in Louisville, Kentucky, 1927 (Credit: Photographic Archives, University of Louisville)

## Process

The design process for the park sought to incorporate ideas and feedback from members of the Beechwood Avenue and Tyler Park communities, as well as other project stakeholders in Louisville. The process began with a design charrette followed by two public meetings, and many residents were involved throughout the entire process

### First Public Meeting/Design Workshop

(Sunday, February 16, 2014)

Ten people attended the design charette hosted by the Urban Design Studio. Participants included representatives of the Tyler Park Neighborhood Association, a librarian from the Mid-City Mall, and many residents of Beechwood Avenue. Participants were introduced to the extent and scope of the site, and asked to come up with a list of potential users for the site. They were then asked what types of activities and events they would like to see in the park, as well as design themes and park elements they would like to see included

Once a list of ideas had been created, the participants were split into two groups to create schematic site plans and sketches illustrating their visions for the space. Some of the themes that emerged included a need for a community gathering space to host events, such as a gazebo, and a desire for artwork to be incorporated into the project. Additionally, many residents cited the need for the space to be responsive to all age groups, with the inclusion of a dedicated play space for children, and attention payed to handicap accessibility for older residents

In addition to the design ideas, several other issues were brought up in the meeting, such as addressing the issues of dog waste and a plan to address trash on the site. Also, concerns were voiced about the process needed to divide the parcel from the Mid-City Mall, funding sources, and the potential attraction the park might create to late night patrons of local bars and the area's homeless population.

## First Public Meeting Concept Generation

### Users:

- Neighborhood residents
- Children
- Schools (2 elementary schools nearby)
- Activities:
  - Outdoor classrooms
  - Informational
  - Quiet place
  - Play/public equipment
  - Public art (realistic, statues)
  - Bird blind

### Events:

- Art Fair
- Movie night
- Block party
- Front-porch Tuesdays
- Story Time
- Free Play
- Relaxation
- Outdoor yoga
- Street meetings
- Parties

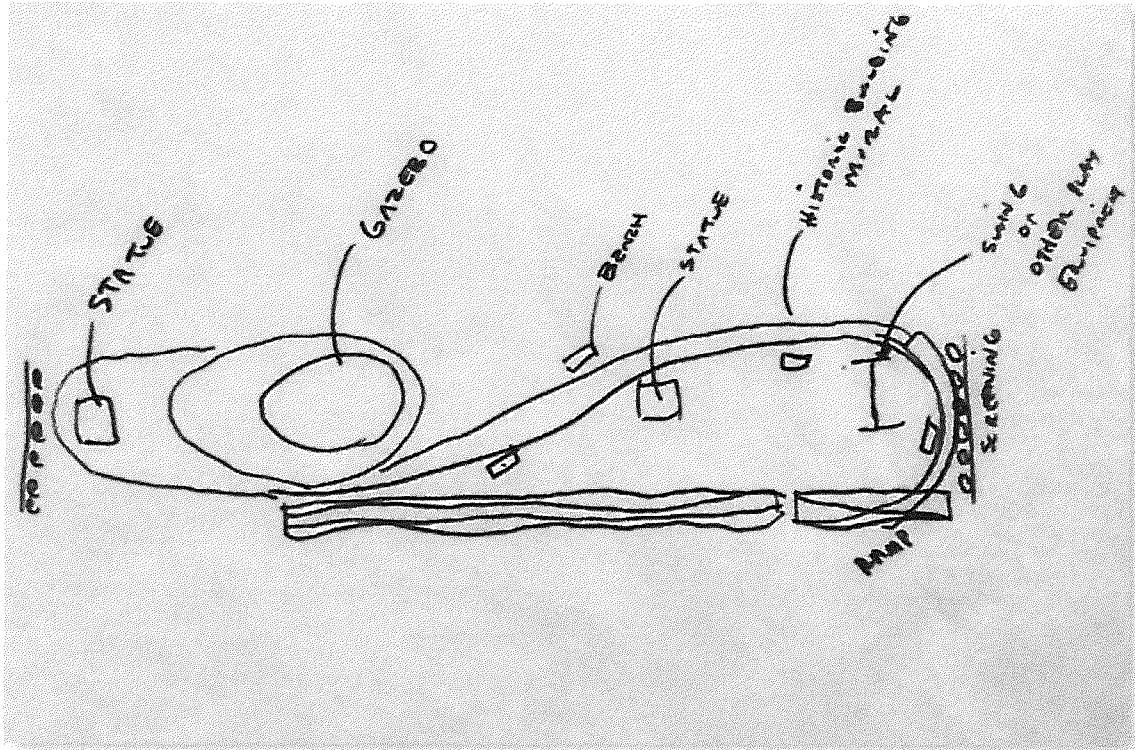
### Look:

- Stairway that becomes seating
- Greenspace
- Traditional
- Statement/edgy
- Could ghosts of buildings be captured?
- Murals on walls?
- Native Plants
- Remove concrete
- Can the parking lot be better screened?

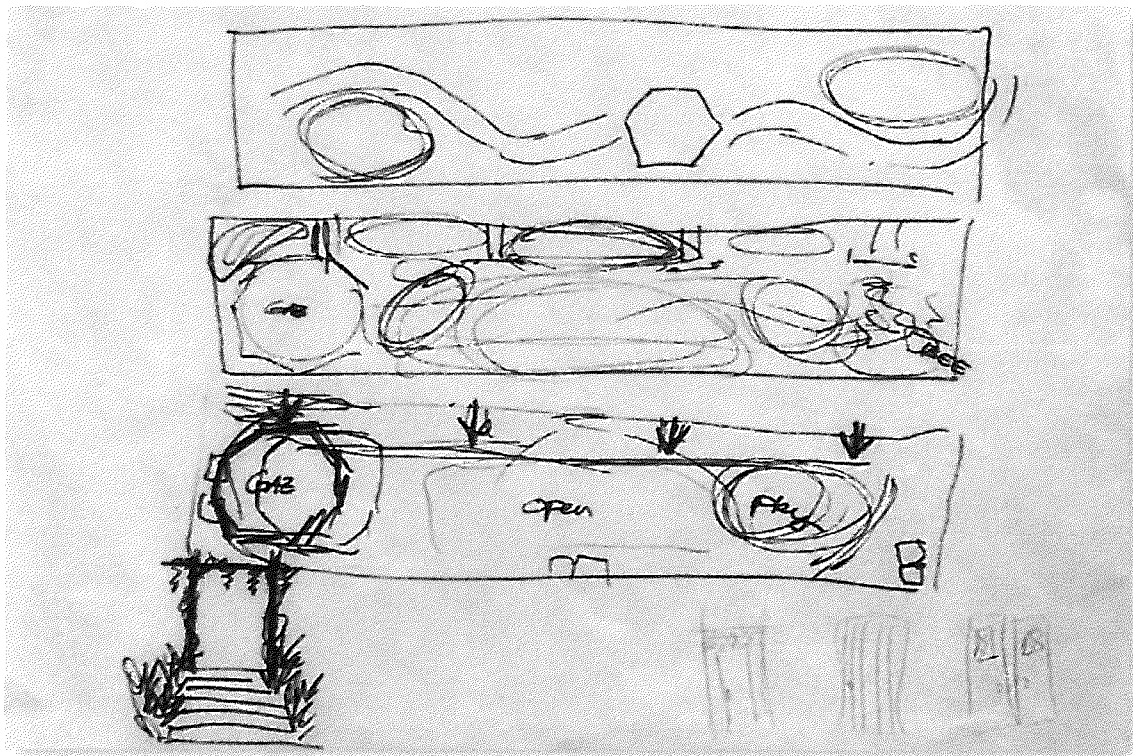
### Structures:

- Gazebo
- Benches
- Shade Structures
- Play Structures





Scheme created during the design charrette showing a gazebo, play equipment, a large set of steps, and statues



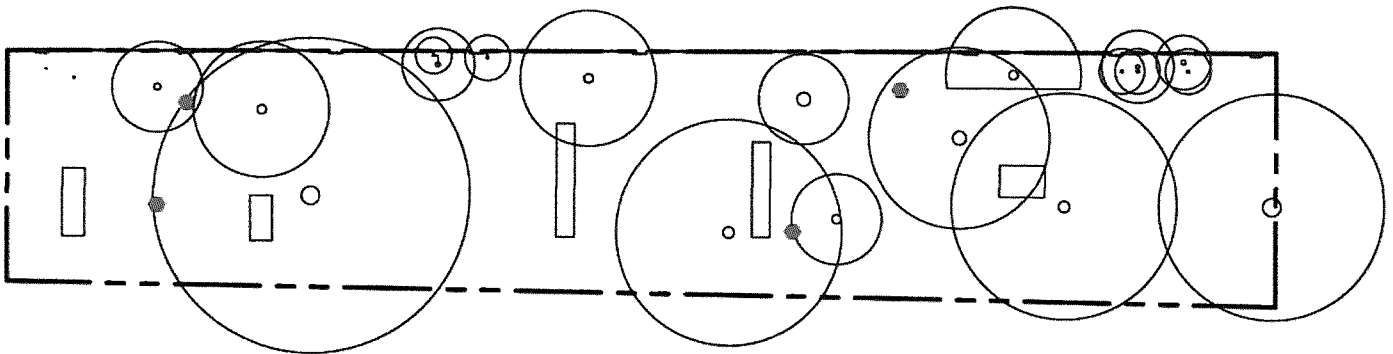
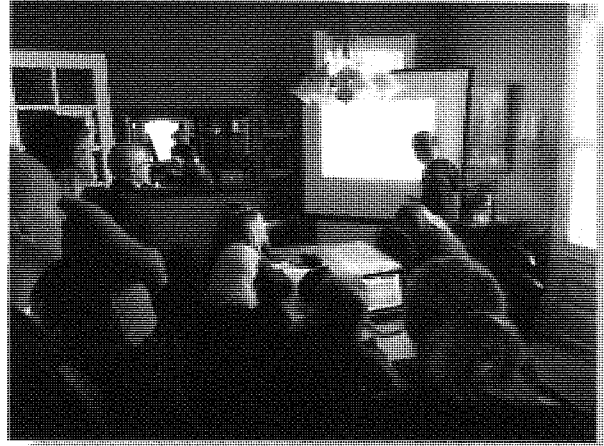
Different schemes created during the design charrette showing a gazebo, a childrens play area, a large greenspace, a beehive, and an emphasis on gateways into the park

## Second Public Meeting

(Sunday, March 23, 2014)

Held at the home of Brian Caudill on Beechwood Avenue, this meeting was open to the public and attended by about 12 neighborhood residents. The design concepts generated in the first meeting were combined with site-data to create two different design alternatives. In deference to the neighborhood's Victorian era architecture, the first design emphasized straight lines and was more formal in nature. The second took a more organic approach, in keeping with the current unplanned nature of the site. These variations were presented to the neighborhood for feedback and ideas, which were then incorporated into the final design.

In addition to the two design alternatives, a plant and building materials presentation to stimulate ideas among participants and gauge the preferences of the residents. This allowed for a more detailed vision to be gathered about the neighborhoods ultimate vision for the pocket park.



0' 10' 20' 50'  
Scale: Feet

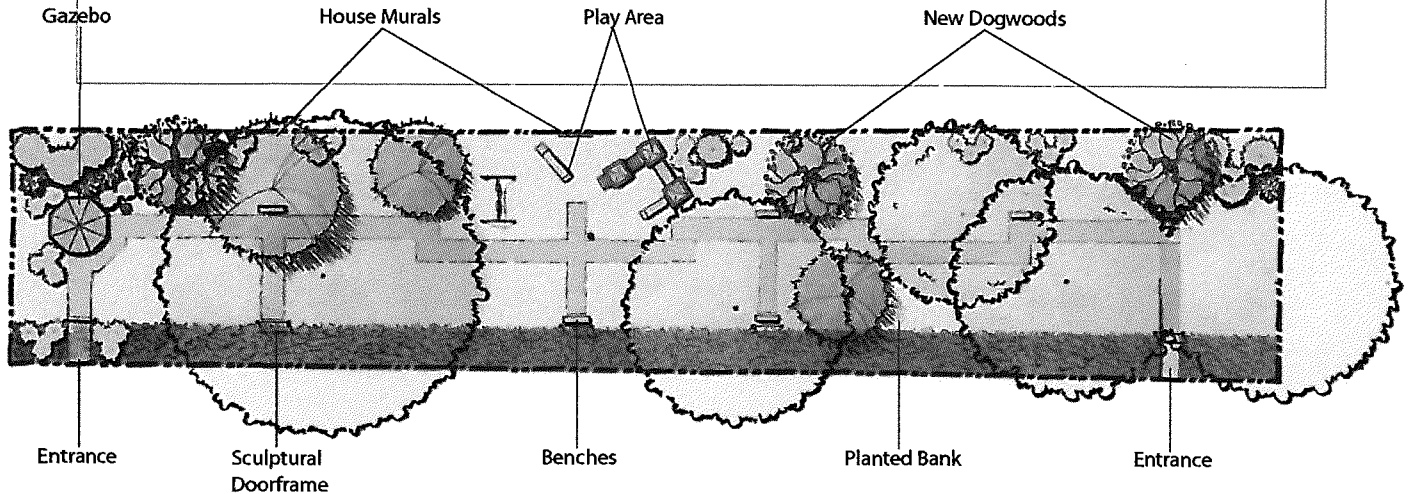
### Existing Conditions

Healthy trees on the site are represented by the circles, which are scaled to the diameter of the tree canopy. The trunk locations of unhealthy trees are represented by the red dots, while existing pavement slabs are shown by the rectangles scattered across the site

## Design Proposals

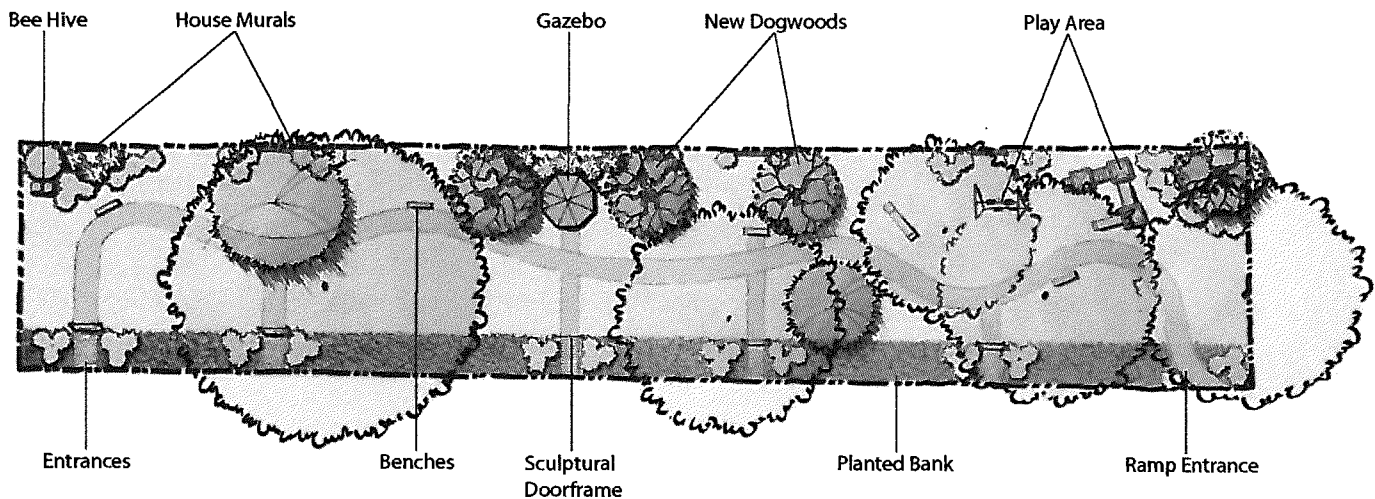
### Scheme 1: Formal Approach

This scheme places the Gazebo at the left end of the park, giving it the highest elevation and an uninterrupted view down the length of the park. The tree of heaven trees along the back wall, while healthy, have been removed from the park due to their invasive nature, and replaced with dogwood trees. The slabs of concrete that remain from the sidewalks of the houses that previously existed on site are left intact and terminated with benches and sculptural "ghost" doorframes as a tribute to the lost homes. The park has an entrance at each end of the park, while the childrens structures are located between the wall and the sidewalk to enhance child safety.

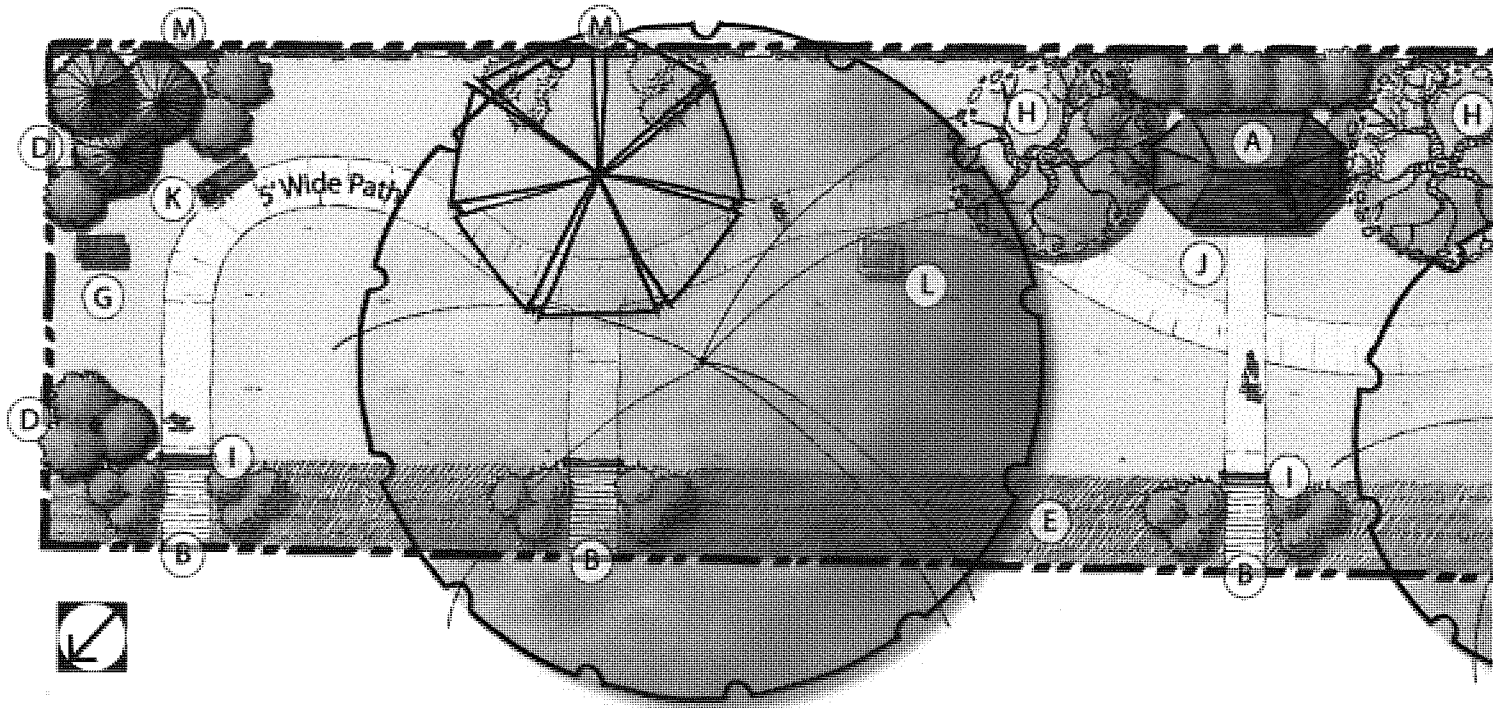


### Scheme 3: Organic Approach

Ultimately chosen by the public as the most desirable plan, this scheme has a curvilinear path that winds across the site. In this plan, the gazebo is moved to the center of the site and surrounded by shrub plantings. The park has six entrance staircases, each located where the steps to the lost houses were once located. The existing sidewalks are extended from the new stairs to the curvilinear path, framing views of murals painted on the back wall representing the "ghost" houses. As before, the play area is pulled inside the path, and door sculptures from the entrances to the space. The last entrance into the park in the bottom right corner is a ramp rather than a staircase, to provide handicap access. Additionally, the neighborhood desire for an educational beehive is incorporated in the end of the park closest to Bardstown Road.



# Final Design and Recommendations



## Site Plan Legend

- (A) Gazebo
- (B) Entry Stairs
- (C) Entry Ramp
- (D) Shrub Buffers
- (E) Planted Bank
- (F) Childrens Play Equipment
- (G) Bee Hives
- (H) New Ornamental Trees
- (I) Sculptural Doorways
- (J) Trash Cans
- (K) Benches
- (L) Statue
- (M) House Murals

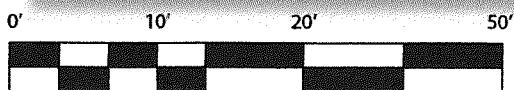
## Walkability & Connectivity

The park is planned as a gathering and recreational space primarily for the neighborhood directly adjacent to the space. As such, the site has no parking of its own and can be accessed exclusively by walking. Numerous entries tie the site directly to Beechwood Avenue, while a wall along the backside of the park separates the space from the Mid-City Mall. Public participation revealed that the neighborhood already has easy access to the Mall, and desires the wall to remain in place as a barrier between the two spaces. Access will be limited to the Beechwood Avenue side of the site, with a series of sculptural doors demarcating the entry points into the park.

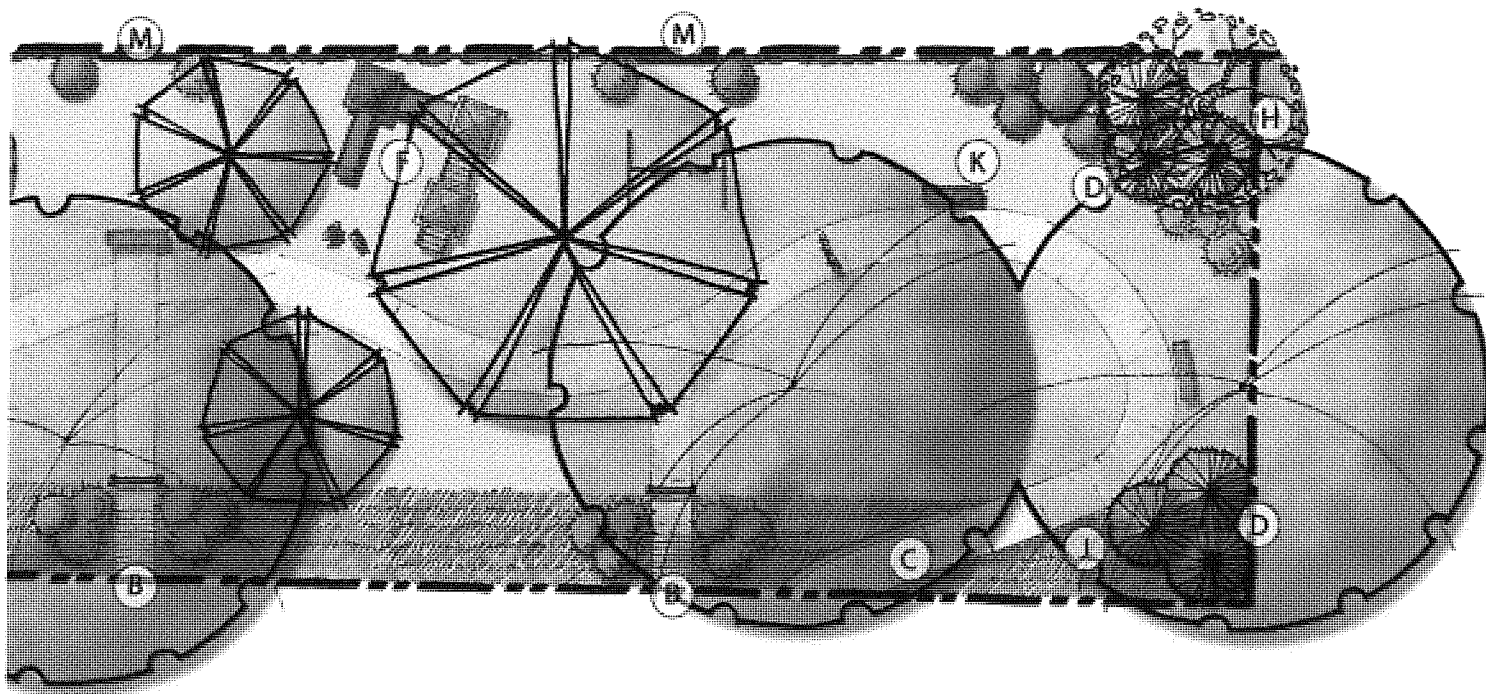
The Beechwood Avenue Pocket Park includes a 5' wide walking path that begins at one end of the park and meanders linearly through the space. It is envisioned primarily as a path connecting the childrens area, Gazebo, and benches. Additionally, the existing pavement on the site from the demolished homes that originally stood on the site will be used as the connections for the entryway/exits between the park and the street.

## Green Space & Recreation

Throughout the meetings, community members expressed their desire for the park to remain a primarily



Scale: Feet



green, open space area for a unprogrammed use. A desire for a gathering space and a small children's area were also voiced, for use by the entire neighborhood.

The final design calls for a small swingset and children's play structure to be located near the back wall of the park, and a large gazebo to be built as a focal point in the center of the park. The rest of the park is to remain primarily open space, with the exception of few shrub planting around the park's perimeters

#### ADA Accessibility

It is recommended that all components of the park be ADA compliant, even though the space will be privately owned by the neighborhood association, not Metro Parks. In order to keep the space accessible to all residents and visitors of the community, paving materials should be used that provide a smooth surface, and the gazebo should be constructed at grade for easy access to the park path. The termination of the park pathway in a ramp at the Baxter avenue end of space ensures access for those of all ages and abilities.

#### Lighting & Safety

Lighting is not included in this design, due to the proximity of the site to the Mid-City Mall, which has substantial spillover lighting into the park at night. Residents also voiced their desire to use the park

primarily during daylight hours, and thus did not feel that lighting in the park was necessary. Additionally, the neighborhood felt that the expense of maintenance and installation was not something they wished to confront, nor did they wish to risk additional lighting becoming a nuisance to nearby residents.

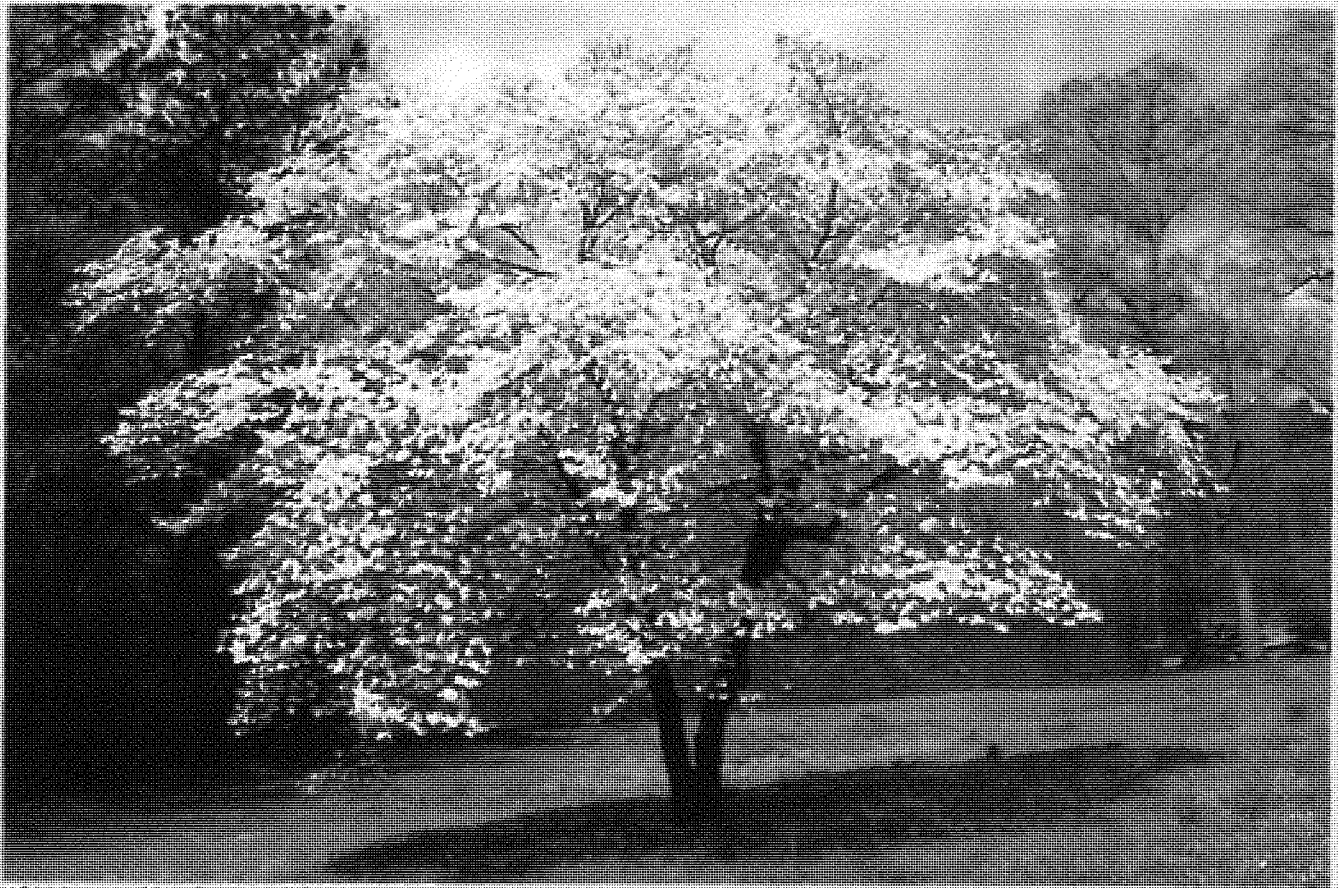
Safety in the park is enhanced by the construction of multiple entries/exits throughout its length, and the location of the playground as far back from the street as possible. Additionally, the wall left intact between park and Mid-City Mall parking lots should also serve to limit access to the park by patrons of businesses and bars outside the neighborhood

#### Parking

No parking is planned for the site due to its small size and long street frontage. The park's status as space primarily for nearby residents should negate the need for more than a few parking spaces, which can be easily found along the site's over 200 feet of street frontage

#### Visuals

The following pages contain several planting and materials recommendations for the park. They are each noted with their design rationale and relevance to the public design process.



White Dogwood (Credit: [www.allabouttrees.com](http://www.allabouttrees.com))



Redbud Tree (Credit: [www.treepictures.com](http://www.treepictures.com))

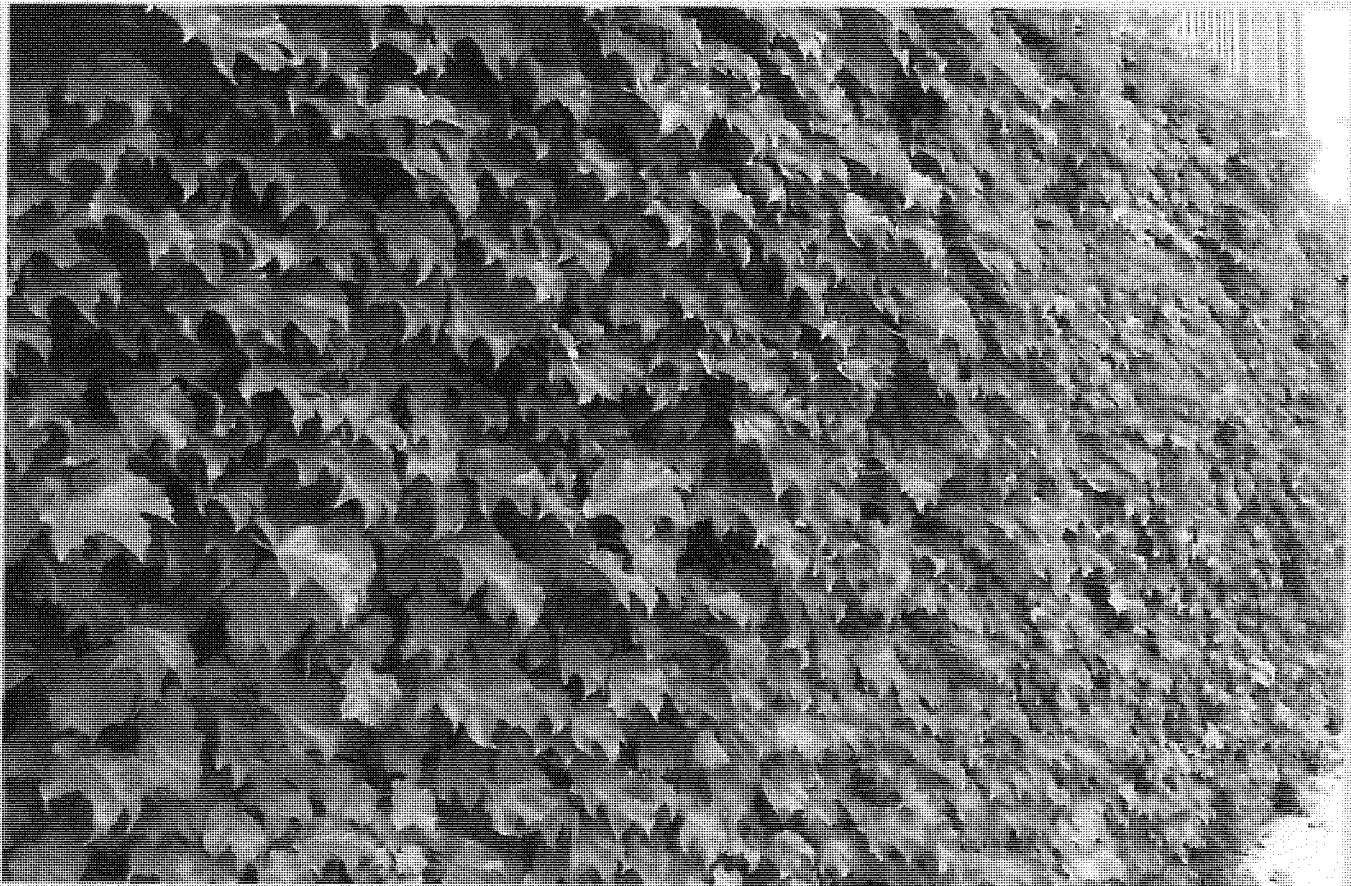


White Fringe Tree (Credit: [www.smithsoniangardens.com](http://www.smithsoniangardens.com))

## Tree Recommendations

The Beechwood Pocket Park site currently has a heavy canopy of young and mature trees. It is the recommendation of this plan that all damaged and injured trees (denoted earlier in this report) be removed from the site. Additionally, the final site plan keeps the existing mature oaks, maples, and Hackberry trees, which are native to the state of Kentucky. The plan calls for the removal of all non-native trees from the site, which consists primarily of invasive Chinese Tree of Heaven trees and large Chinese Privets.

In keeping with the neighborhoods desire to maintain the wooded character of the site, the plan also calls for the installation of several ornamental understory trees on the site to replace some of the gaps left by the removal of invasive species. The primary choices for replacement are Dogwoods, which are native to the United States, Redbuds, which are also native, and White Fringe Tree. While White Fringe Tree is not a native species, it is non-invasive, and any of these three trees would thrive in the sun to medium shade conditions created by the larger, mature trees left in the plan. The inclusion of a flowering ornamental tree would provide a bright infusion of color to the site in the spring months.

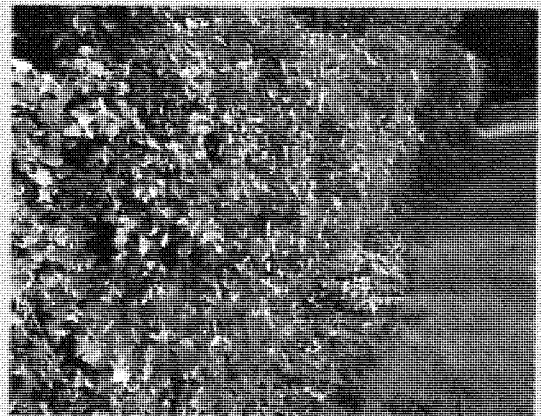


Boston Ivy (Credit: courses.missouristate.edu)

## Wall Covering Recommendations

Currently, the Beechwood site is bounded on the back side by a large, unattractive cinderblock wall. Due to the unappealing nature of the wall, coupled with a worry by area residents that the wall could become attractive to graffiti artists, the plan calls for the rear wall to be planted with a vine. This would serve to simultaneously hide the wall and shield it from graffiti. At the same time, this vine would serve as a frame for the murals of Victorian era houses that are proposed to be painted to terminate the views from the stairways into the park.

While all vines are vigorous growers and require some degree of maintenance, used properly they are the ideal treatment for the wall at the Beechwood site. All three vines are native to the southeastern United States and are thus classified as non-invasive species. Boston Ivy and Virginia Creeper provide a lush green covering of foliage in the summer and brightly colored leaves in the autumn. Virginia creeper also sports small attractive berries in the fall as well. Trumpet Creeper, though, sports showy flowers throughout the summer, is considered the least desirable of the three due to its aggressive growth habits. Vines such as Wisteria should be avoided at all costs due to their invasiveness and destructive growth habits.



Virginia Creeper (Credit: www.gardeningknowhow.com)



Trumpet Creeper (Credit: www.smithsoniangardens.com)



Virginia sweetspire (Credit: [www.georglawelgel.net](http://www.georglawelgel.net))

Species recommended for consideration here include Canadian Yew, and evergreen species, Bottlebrush Buckeye, an understory flowering shrub, and Blueberries. Blueberries have the added bonus of turning a brilliant red in the winter, thus lending visual interest to the site, while also producing edible fruit that visitors can enjoy in the summer.

Additionally, Virginia Sweetspire and Abelia are possible shrub considerations. While Abelia is the only shrub listed here not native to North America, it is not an invasive species, and its prolific flowering makes it a suitable choice for the site. Lastly, Oakleaf Hydrangea is included thanks to its interesting foliage, which turns brilliant red and purple in the fall, and prolific summer flowers. Though it loses its leaves and much of its structural form in the winter, it is one of the few hydrangeas native to North America.



Oakleaf Hydrangea (Credit: Bianca's Legacy, [www.wordpress.com](http://www.wordpress.com))



Abelia (Credit: [www.redhousegardens.com](http://www.redhousegardens.com))





Brick Path (Credit: [www.digginfladirt.com](http://www.digginfladirt.com))



Recycled Concrete Paver (Credit: [www.thehomealarms.com](http://www.thehomealarms.com))



Pea Gravel Path (Credit: [www.pea-gravel.com](http://www.pea-gravel.com))

## Materials Selection

The Beechwood Pocket park recommends the reuse of the existing concrete pavement leftover from the sidewalks of the houses that previously existed on the site. These sidewalks will be complemented by a winding pathway through the park that connect the gazebo, entry ramp, and childrens play area, and should be constructed with materials that work together with the existing sidewalk. Some of the materials that are recommended here that would be cost effective for the site include salvaged brick, salvaged concrete slabs, or pea gravel.

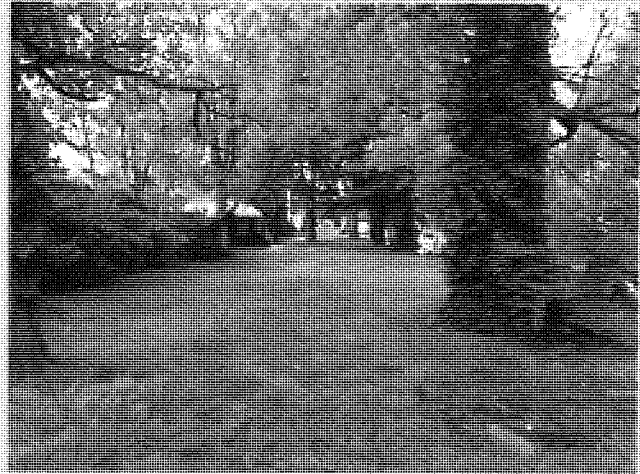
Each has drawbacks that must be carefully considered by residents before construction is finalized. Bricks and concrete have to potential to heave in freezing weather and shift over time, creating issues for handicap accessibility. Pea gravel, while not subject to cracking and heaving, must be replaced every few years as it is kicked out of its bed, and is more difficult for wheelchairs than other options.

## Summary of Existing Conditions

These photos show the present condition of the site for the proposed Beechwood Pocket Park



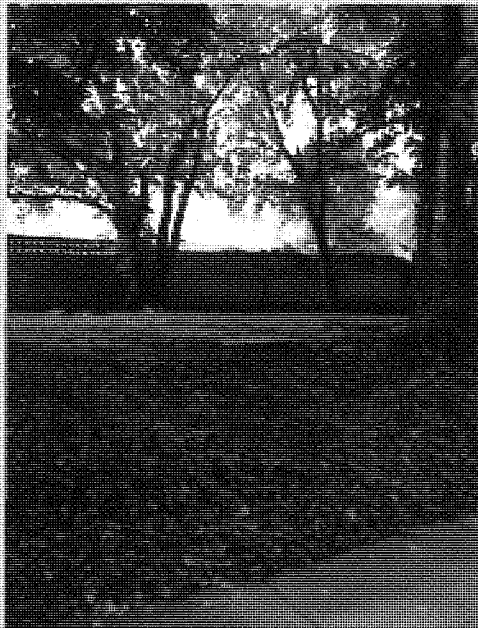
The slope from sidewalk to the park's edge is relatively steep



View of park facing Baxter Avenue



View of park facing back wall and Baxter Avenue



The front sidewalks from demolished houses still remains on the site



View of park facing Bardstown Road