

**Louisville Metro Council City Agency Request**  
**Neighborhood Development Fund (NDF)**  
**▪ Capital Infrastructure Fund (CIF)**  
**Municipal Aid Program (MAP)**  
**Paving Fund (PAV)**

**Primary Sponsor:** Purvis

**Amount:** \$12,400.00 **Date:** 10/25/2021

**Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):**  
 APPROPRIATING \$12,400 FROM DISTRICT 5 CAPITAL INFRASTRUCTURE FUNDS TO METRO PARKS FOR TWO BASEBALL SCOREBOARDS AND INSTALLATION IN BATHER PARK.

**City Agency:** METRO PARKS  
**Contact Person:** JASON CANUEL  
**Agency Phone:** 502-574-6086

**I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose and have the attached documentation from the receiving department concerning the project/expenditure.**

5	<input checked="" type="checkbox"/>	<i>Donna Purvis</i>	\$12,400.00	10/25/2021
District #		Council Member Signature	Amount	Date

<b>Approved by:</b> _____		_____	
Appropriations Committee Chairman		Date	
<b>Clerk's Office &amp; OMB Use Only:</b>			
Request Amount: _____	Amended Amount: _____		
Reference #: CIF110321MP05	To OMB: _____		
Budget Revision #: _____			
Account #: _____			
To Project Manager: _____	Completion Date: _____		
Actual Cost: _____	Funds Returned: _____		

**Department/Project:** Metro Parks/Bather Park Scoreboards  
~~PARKS/BATHER~~

**Additional Signatures**

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

**Council Member Signature and Amount**

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3	_____	\$ _____
District 4	_____	\$ _____
District 5	_____	\$ _____
District 6	_____	\$ _____
District 7	_____	\$ _____
District 8	_____	\$ _____
District 9	_____	\$ _____
District 10	_____	\$ _____
District 11	_____	\$ _____
District 12	_____	\$ _____
District 13	_____	\$ _____
District 14	_____	\$ _____
District 15	_____	\$ _____
District 16	_____	\$ _____
District 17	_____	\$ _____
District 18	_____	\$ _____
District 19	_____	\$ _____
District 20	_____	\$ _____
District 21	_____	\$ _____
District 22	_____	\$ _____
District 23	_____	\$ _____
District 24	_____	\$ _____
District 25	_____	\$ _____
District 26	_____	\$ _____

## NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

**Interagency Name:** METRO PARKS

**Program/Project Name:**

BATHER PARK SCOREBOARDS

	Yes/No/NA
<b>Request Form:</b> Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes <input type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA <input type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA <input type="checkbox"/>
<b>Request Form:</b> If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA <input type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	Yes <input type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	Yes <input type="checkbox"/>
<b>Ordinance Required:</b> Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	NA <input type="checkbox"/>
<b>Ordinance Required:</b> Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	NA <input type="checkbox"/>
<b>Supporting Documentation:</b> Does the attachment include a valid estimate and description of cost?	Yes <input type="checkbox"/>

Submitted by: \_\_\_\_\_

*Debrae Burtz*

Date: \_\_\_\_\_

10/25/21

**RE: Call me**

Canuel, Jason T <Jason.Canuel@louisvilleky.gov>

Fri 10/15/2021 11:18 AM

To: Bentley, Denise G. <Denise.Bentley@louisvilleky.gov>

Denise,

Parks will gladly accept the funding for two new score boards and installation in Shawnee Park (Bather Sports Complex).

Jason T. Canuel  
Assistant Director  
Louisville Parks and Recreation  
PO Box 37280  
Louisville, Kentucky 40233

502/574.6086 (office)  
502/439.7694 (cell)  
[jason.canuel@louisvilleky.gov](mailto:jason.canuel@louisvilleky.gov)



**LOUISVILLE  
PARKS  
AND RECREATION**



**From:** Bentley, Denise G. <Denise.Bentley@louisvilleky.gov>  
**Sent:** Friday, October 15, 2021 10:31 AM  
**To:** Canuel, Jason T <Jason.Canuel@louisvilleky.gov>  
**Subject:** Call me

Good morning  
Please call me about the scoreboards in Bather

**Denise Bentley**

Legislative Assistant  
District 5  
502-574-1105

# TOADVINE ENTERPRISES

Seating • Scoreboards • Gymnasium Equipment

Quotation To: Louisville Metro Parks  
Denise Bentley

Date: 10/14/2021

Customer Phone: 502-554-5038

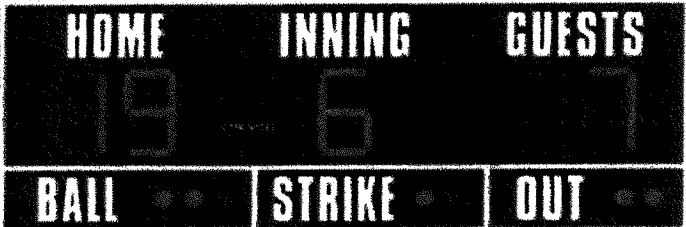

Customer Email:

Sales Rep: Ben Toadvine

Phone: 502-241-6010

Fax: 502-241-2288

Re: Bather Park Scoreboards

Quantity	DESCRIPTION	UNIT	Amount
2	<p><b><u>Nevco Model 1610 Baseball Scoreboard 10' x 4'</u></b></p> 		
2	<p><b><u>MPCX-2 Handheld Wireless Controls, Receivers, Carry Case</u></b></p> 		
1	<p><b>Shipping</b></p> <p><b>** Unloading &amp; Installation Is Not Included on This Quote</b></p>		
Above prices are good for 30 days.			<b>TOTAL \$ 8,850.00</b>

A 10% Retainage allowed on disputed accounts until resolved, 90% due as per above terms.

**A SERVICE CHARGE AT THE RATE OF 1.5% PER MONTH WILL BE ADDED ON PAST DUE ACCOUNTS**

Signing this quotation denotes a contract when accepted and approved and will be subject to terms and conditions of this quotation and Page 2 general terms & conditions.

Return signed original of this quotation and Page 2 general conditions to place a order. If sales tax is not applicable, please provide certificate of exemption.

Seller

Purchaser

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

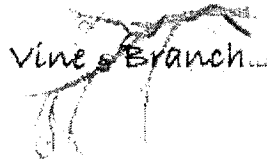
P.O. Box 190 ~ Fisherville, KY 40023



## TERMS AND CONDITIONS - PRICE QUOTE

1. **Entire Agreement:** The terms and conditions as hereinafter written shall supersede the terms and conditions of Buyer's order, invoices or any other document in the event of contradiction or inconsistency herewith and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on the Seller, unless expressly accepted in writing. Acceptance of delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.
2. **Delivery and Risk of Loss:** This quote is based on current freight rates and the price for materials is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. All materials shipped in accordance with the terms and conditions described in this quote are F.O.B. place of shipment.
3. **Credit, Terms of Payment, and Order Acknowledgment:** The quote is conditioned upon acceptance by Seller and approval of Buyer's, credit and/or credit arrangements satisfactory to Seller. Interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law whichever is less, will be charged on past due accounts. Seller may suspend the credit arrangements and refuse shipment whenever Seller believes Buyer's credit is unsatisfactory, unless and until satisfactory assurances for payment to Seller are made. The collection notion is undertaken on any unpaid amounts. Buyer agrees to pay all costs of collection and reasonable attorney fees.
4. **Storage Fees:** A charge of \$50 per day storage fee will be made for materials being held for Buyer's disposition.
5. **Taxes:** Unless otherwise specified, prices do not include sales, use, excise or similar taxes or duties. If Seller should be required to pay the same, the prices will be increased accordingly.
6. **Delays and Force Majeure:** Seller's shipping dates are approximate and Seller shall be given a reasonable time in which to make delivery of materials. In no event shall Seller be liable for any delay or damages due to occurrences or circumstances beyond Seller's control. Seller is not subject to any liquidated damages.
7. **Unloading and Demurrage:** All unloading shall be done by Buyer. Buyer shall bear all costs of all demurrage for delays in unloading and responsibility for damages to person or property resulting from such unloading. Damages in shipping noted at time of delivery.
8. **Examination of Materials:** Buyer shall examine materials promptly upon receipt of delivery from the carrier. It is the buyer's responsibility to inventory all items received. Buyer must notify Toadvine Enterprises (A) within two (2) working days of receipt of materials of any shortages, damage or discrepancies from the "Bill of Lading or Freight Bill" and (B) within seven (7) working days of receipt of materials of any shortages or discrepancies from the "Packing List." Failure to advise Toadvine Enterprises constitutes Acceptance of the materials and shall relieve Seller from any claim by Buyer for shortages, damages, workmanship or quality and shall constitute a waiver by Buyer of all claims with respect to said materials.
9. **Warranty:** Subject to the provisions as to notice in paragraph 8 above, materials are guaranteed to be substantially free from defects on material and workmanship under normal use and service for a period of one (1) year from invoice date. THE FOREGOING WARRANTIES ARE EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANT ABILITY, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE MATERIALS SOLD, DELIVERED AND FURNISHED. IN NO EVENT WILL SELLER BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, INDIRECT OR CONSEQUENTIAL
10. **Maximum Liability and Indemnifications:** To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this quote for any and all reason, shall be limited to the sale price of the materials sold. All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable. Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller for any reason in connection with or arising out of the performance of this quote.
11. **Compliance with Applicable Laws:** Seller certifies that its materials are produced in compliance with the Fair Labor Standards Act as amended, the Fair Employment Practices Law, as amended, and the regulations and orders issued pursuant thereto. It is the buyer's responsibility to determine compliance with all state and local laws and building codes.
12. **Lien Rights and Security Interest:** Seller retains any and all lien rights available to the fullest extent allowed by law. Buyer hereby grants Seller as a security interest in the materials sold hereunder (and any proceeds there of) which are deemed to be personal property and further agrees to execute and delivery such additional documents relating to the creation and perfection of such security interest to secure all obligations of payment of the Buyer hereunder as the Seller may request.
13. **Seller's Remedies:** In the event of default by Buyer (1) Seller or upon early cancellation of the contract shall be under no obligation to continue the described work or make any further deliveries; (2) Seller may seek remedies in accordance with Article II of the Uniform Commercial Code and any applicable law; (3) Seller may recover from Buyer the cost of any services and materials prepared or furnished. These remedies shall be deemed cumulative and the exercise of any remedy shall not exclude any other remedy.
14. **Assignment and Delegation:** The rights and obligations of the parties under this proposal may not be assigned or delegated, absent written agreement.
15. **Severability:** If any of the terms and conditions of this quote are found to be unenforceable, the remaining terms and conditions shall remain in full force and effect. If any provision herein is more restrictive than permitted by applicable law, that provision shall be enforced to the extent permitted by applicable law.
17. **Cancellation Fees:** If materials are ordered pursuant to this contract and the Buyer cancels this contract, Buyer shall be responsible for the cost of purchase and storage of materials. If both the Seller and Buyer come to mutual agreement on the cancellation of the contract....

Initial \_\_\_\_\_



Quotation To: Louisville Metro Parks  
Denise Bentley

Date: 10/15/2021

Customer Phone: 502-554-5038  
Customer Fax:  
Sales Rep.: Ben Toadvine  
Phone: (502) 241-6010  
Fax: (502) 241-2288

Re: Scoreboard Installation  
Bather Park

Quantity	DESCRIPTION	UNIT	Amount
1	<b>Remove Existing Scoreboards</b> <i>** Client Disposal / Dumpster</i>		
1	<b>Unload and Install (2) Nevco Model 1610</b> <i>** Using Existing Post</i>		
1	<b>Lift Rental</b>		
<b>Unless specified this quote does not include:</b>			
<b>**Rock removal.</b>			
<b>** Vine and Branch LLC is NOT Responsible for ANY Electrical Work Including Running Wires, Disconnect and Final Hook Up.</b>			
<b>** Customer Responsible for Marking ALL Underground Utilities, Before We Show Up Onsite</b>			
<b>** Vine &amp; Branch LLC is Not Responsible For Any Site Work or Ruts Left From Lift Equipment.</b>			
Above prices are good for 30 days.			TOTAL \$ 3,550.00

A 10% Retainage allowed on disputed accounts until resolved, 90% due as per above terms.

**A SERVICE CHARGE AT THE RATE OF 1.5% PER MONTH WILL BE ADDED ON PAST DUE ACCOUNTS**

Signing this quotation denotes a contract when accepted and approved and will be subject to terms and conditions of this quotation and Page 2 general terms & conditions.

Return signed original of this quotation and Page 2 general conditions to place an order. If sales tax is not applicable, please provide certificate of exemption.

Seller

Purchaser

Signature

Signature

Print Name

Print Name

P.O. Box 188 ~ Fisherville, KY 40023

Vine & Branch

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2. **Delivery and Risk of Loss:** This quote is based on current freight rates and the price for materials is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. All materials shipped in accordance with the terms and conditions described in this quote are F.O.B. place of shipment.
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10. **Maximum Liability and Indemnifications:** To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this quote for any and all reason, shall be limited to the sale price of the materials sold. All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable. Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller for any reason in connection with or arising out of the performance of this quote.
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