

O-085-23  
(AS AMENDED)

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

**Applicant/Program:** Poorcastle Festival, Inc./Poorcastle Festival 2023  
**Applicant Requested Amount:** \$24795  
**Appropriation Request Amount:** 2500 ~~\$6,250~~ \$7,750

**Executive Summary of Request**  
Poorcastle Festival is a music festival and fundraiser happening May 19-21, 2023 at Breslin Park. The fundraiser benefits Louisville Leopard Percussionists, Out Loud Louisville, and AMPED and provides a platform for Louisville-based musicians, local vendors, artists, and small businesses.

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.

9 District #      [Signature] Primary Sponsor Signature      2500 Amount      4/24/2023 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.  
N/A

**Approved by:** [Signature]      5/30/2023  
Appropriations Committee Chairman      Date  
Final Appropriations Amount: \$7,750

**Applicant/Program:**

Poorcaste Festival, Inc./Poorcastle Festival 2023

**Additional Disclosure and Signatures**

**Additional Council Office 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.

**Council Member Signature and Amount**

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3	_____	\$ _____
District 4	<u>Jeremy Arthur</u>	\$ <u>500</u>
District 5	_____	\$ _____
District 6	_____	\$ _____
District 7	<u>Paula McCraney</u>	\$ <u>500</u>
District 8	<u>Ben Reno-Weber</u>	\$ <u>1,000</u>
District 9	<u>[Signature]</u>	\$ <u>2500</u>
District 10	<u>[Signature]</u>	\$ <u>500</u>
District 11	_____	\$ _____
District 12	<u>Rick Blackwell</u>	\$ <u>500</u>
District 13	<u>Dan Seum</u>	\$ <u>250</u>
District 14	_____	\$ _____
District 15	<u>Chappell</u>	\$ <u>1,500</u>

**Applicant/Program:**

Poorcastle Festival, Inc./Poorcastle Festival 2023

**Additional Disclosure and Signatures**

**Additional Council Office 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.

District 16 \_\_\_\_\_ \$ \_\_\_\_\_

District 17 \_\_\_\_\_ \$ \_\_\_\_\_

District 18 \_\_\_\_\_ \$ \_\_\_\_\_

District 19 \_\_\_\_\_ \$ \_\_\_\_\_

District 20 \_\_\_\_\_ \$ \_\_\_\_\_

District 21 *Betsy Kuhn* \_\_\_\_\_ \$ 500

District 22 \_\_\_\_\_ \$ \_\_\_\_\_

District 23 \_\_\_\_\_ \$ \_\_\_\_\_

District 24 \_\_\_\_\_ \$ \_\_\_\_\_

District 25 \_\_\_\_\_ \$ \_\_\_\_\_

District 26 \_\_\_\_\_ \$ \_\_\_\_\_

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**Legal Name of Applicant Organization** Poorcastle Festival, Inc.

**Program Name and Request Amount** Poorcastle Festival, <sup>2023</sup> \$24,795

Yes/No/NA

Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?  Yes

Is the funding proposed by Council Member(s) less than or equal to the request amount?  Yes

Is the proposed public purpose of the program viable and well-documented?  Yes

Will all of the funding go to programs specific to Louisville/Jefferson County?  Yes

Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?  Yes

Has prior Metro Funds committed/granted been disclosed?  Yes

Is the application properly signed and dated by authorized signatory?  Yes

Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?  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?  N/A

Is the entity in good standing with:  
     ▶ Kentucky Secretary of State?  
     ▶ Louisville Metro Revenue Commission?  
     ▶ Louisville Metro Government?  
     ▶ Internal Revenue Service?  
     ▶ Louisville Metro Human Relations Commission?  
 Yes

Is the current Fiscal Year Budget included?  Yes

Is the entity's board member list (with term length/term limits) included?  Yes

Is recommended funding less than 33% of total agency operating budget?  N/A

Does the application budget reflect only the revenue and expenses of the project/program?  Yes

Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?  N/A

Is the most recent annual audit (if required by organization) included?  N/A

Is a copy of Signed Lease (if rent costs are requested) included?  N/A

Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?  N/A

Are the Articles of Incorporation of the Agency included?  Yes

Is the IRS Form W-9 included?  Yes

Is the IRS Form 990 included?  Yes

Are the evaluation forms (if program participants are given evaluation forms) included?  N/A

Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?  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?  No

Prepared by: *Gamine Presley*

Date: 4/24/2023

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

SECTION 1 – APPLICANT INFORMATION			
<b>Legal Name of Applicant Organization:</b>			
<i>(as listed on: <a href="http://www.sos.ky.gov/business/records">http://www.sos.ky.gov/business/records</a> Poorcastle Festival, Inc.</i>			
<b>Main Office Street &amp; Mailing Address:</b> 610 Barret Ave., Louisville, KY 40204			
<b>Website:</b> www.poorcastle.com			
<b>Applicant Contact:</b>	Shaina Wagner	<b>Title:</b>	President
<b>Phone:</b>	2148830862	<b>Email:</b>	info@poorcastle.com
<b>Financial Contact:</b>	Shaina Wagner	<b>Title:</b>	President
<b>Phone:</b>	2148830862	<b>Email:</b>	info@poorcastle.com
<b>Organization’s Representative who attended NDF Training:</b> Shaina Wagner			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
<b>Program Facility Location(s):</b>	1388 Lexington Rd., Louisville, KY 40206		
<b>Council District(s):</b>	9	<b>Zip Code(s):</b>	40206
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
<b>PROGRAM/PROJECT NAME:</b> Poorcastle Festival 2023			
<b>Total Request: (\$)</b>	24795	<b>Total Metro Award (this program) in previous year: (\$)</b>	7750
<b>Purpose of Request (check all that apply):</b>			
<input type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency’s total operating budget) <input checked="" 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)			
<b>The Following are Required Attachments:</b>			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current year projected budget <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation (current & signed) <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 applicable	
<b>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.</b>			
<b>Source:</b>	Metro Council Appropriation	<b>Amount: (\$)</b>	7750
<b>Source:</b>		<b>Amount: (\$)</b>	
<b>Source:</b>		<b>Amount: (\$)</b>	
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 checked="" type="checkbox"/> No			

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 3 – AGENCY DETAILS

**Describe Agency's Vision, Mission and Services:**

Poorcastle Festival is a non-profit music festival fundraiser benefiting three organizations: Louisville Leopard Percussionists, Out Loud Louisville, and AMPED. The mission of the festival is to provide a platform for Louisville-based musicians, while partnering with local vendors, artists, and small businesses.

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 4 - BOARD OF DIRECTORS AND PAID STAFF**

Board Member	Term End Date
Shaina Wagner	NA
Larry Bays	NA
Kelly Newton	NA
James Pietsch	NA
Nicholas Roeder	NA

**Describe the Board term limit policy:**  
 There is currently no Board term limit policy in place.

Three Highest Paid Staff Names	Annual Salary
NA	NA

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 5 – 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.):**

Poorcastle Festival will take place at Breslin Park May 19-21,2023. Load in will begin 10 am May 18 and load out beginning at 10 am May 22. Gates will open each day at 1 pm and close 11 pm.

**B: Describe specifically how the funding will be spent including identification of funding to sub grantee(s):**

Funding will be applied to the approximated budget, including stage and production, fencing, stage generators, security, park fees, and insurance.

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

Proceeds made through ticket purchases will be distributed between Louisville Leopard Percussionists, AMPED, and Out Loud Louisville.

The donation to Louisville Leopards Percussionists goes toward scholarships, special guests, new equipment, and extraordinary musical experiences.

AMPED uses funds toward their Russel Technology Business Incubator, Family Learning and Technology Workforce Training program, and Music Academy.

Out Loud Louisville puts their donation towards continuing to expand beyond a one-week summer camp to programming that is happening all year long. In addition to the flagship summer camp program (where over 50 participants attend instrument lessons, form bands, collaboratively write original songs, participate in daily music and empowerment-related workshops, perform with their band at a live showcase at the end of the week, and record their songs in a professional recording studio), they have expanded the year round offerings to include two additional free after school programs (held at La Casita Center and Maryhurst), a Ladies Rock program for adults, and a new music meets visual arts program, The GRL Hall of Fame Project, in which current and former campers develop a critical and aesthetic understanding of the contributions of women and non-binary artists in music history. At the end of the program, an art exhibition was on display at KMAC Museum with an opening reception to celebrate.

**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:

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.

Reimbursements should not be made before application date 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.

## 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:**

The donation to Louisville Leopards Percussionists goes toward scholarships, special guests, new equipment, and extraordinary musical experiences.

AMPED uses funds toward their Russel Technology Business Incubator, Family Learning and Technology Workforce Training program, and Music Academy.

Out Loud Louisville puts their donation towards continuing to expand beyond a one-week summer camp to programming that is happening all year long. In addition to the flagship summer camp program (where over 50 participants attend instrument lessons, form bands, collaboratively write original songs, participate in daily music and empowerment-related workshops, perform with their band at a live showcase at the end of the week, and record their songs in a professional recording studio), they have expanded the year round offerings to include two additional free after school programs (held at La Casita Center and Maryhurst), a Ladies Rock program for adults, and a new music meets visual arts program, The GRL Hall of Fame Project, in which current and former campers develop a critical and aesthetic understanding of the contributions of women and non-binary artists in music history. At the end of the program, an art exhibition was on display at KMAC Museum with an opening reception to celebrate.

**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.**

We are partnered with Change Today, Change Tomorrow, a nonprofit fighting hunger in the West end. CTCT will have a booth and encourage food donations while providing information about how the community can help.

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 6 – 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
<b>A: Personnel Costs Including Benefits</b>			0
<b>B: Rent/Utilities</b>			0
<b>C: Office Supplies</b>			0
<b>D: Telephone</b>			0
<b>E: In-town Travel</b>			0
<b>F: Client Assistance (See Detailed List on Page 8)</b>			0
<b>G: Professional Service Contracts</b>			0
<b>H: Program Materials</b>			0
<b>I: Community Events &amp; Festivals (See Detailed List on Page 8)</b>	24795	25000	49795
<b>J: Machinery &amp; Equipment</b>			0
<b>K: Capital Project</b>			0
<b>L: Other Expenses (See Detailed List on Page 8)</b>			0
<b>*TOTAL PROGRAM/PROJECT FUNDS</b>	24795	25000	49795
<b>% of Program Budget</b>	49.8%	50.2%	<b>100%</b>

**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)	7000
Fees Collected from Program Participants	
Other (please specify) Ticket Sales, Vendors	18000
Total Revenue for Columns 2 Expenses **	25000

*\*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 for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
Insurance	1000		1000
Stage and Production	12500		12500
Stage Generator	1700		1700
Fencing	2925		2925
Security	4970		4970
Park Fee	1700		1700
Art Direction/Desi		4000	4000
Printed Materials (Posters, flyers, banners, t-shirts, etc.)		5000	5000
Photobooth		2500	2500
Equipment/Supplies (Tents, tables, extension cords, etc.)		5000	5000
Marketing/Ads		2500	2500
Waste Management		500	500
Portapotties		500	500
Gas		500	500
Lighting		2250	2250
Food and Beverage Cost		1500	1500
Alcohol		750	750
<b>Total</b>	24795	25000	49795

**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).

<b>Donor*/Type of Contribution</b>	<b>Value of Contribution</b>	<b>Method of Valuation</b>
LEO Weekly	10000	Ads and marketing plan
<i>Total Value of In-Kind</i> (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)	10000	

**\* 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:** 1/1/2023

**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 7 – 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 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 and the funds will not be disbursed to our organization.
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 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.

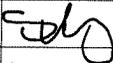
#### Standard Certifications

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 8 – 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>	4/21/2023
<b>Legal Signatory: (please print):</b>	Shaina Wagner	<b>Title:</b>	President
<b>Phone:</b>	2148830862	<b>Extension:</b>	
<b>Email:</b>	info@poorcastle.com		



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

POORCASTLE FESTIVAL INC  
610 BARRET AVE  
LOUISVILLE, KY 40204

Date:  
05/04/2021  
Employer ID number:  
81-1441492  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: 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 28, 2021  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053432009841

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.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Venue Expense		2023
Park Fee		\$1,700.00
Stage/Production		\$12,500.00
Stage Generator		\$1,700.00
Fencing		\$2,925.00
Security		\$4,970.00
Portapotties		\$500.00
Photobooth		\$2,500.00
Waste Management		\$500.00
Gas		\$500.00
Lighting		\$2,250.00
		\$30,045.00

Licensing &		2023
Insurance		\$1,000.00
Alcohol		\$750.00
		\$1,750.00

Art Direction 2023		
Artwork		\$2,000.00
Stage Design		\$2,000.00
Prints		\$5,000.00
		\$9,000.00

Other 2023		
Equipment		\$5,000.00
Marketing/Ads		\$2,500.00
Food and Beverage		\$1,500.00
		\$9,000.00

Funding Request		
Park Fee		\$1,700.00
Fencing		\$2,925.00
Insurance		\$1,000.00
Stage and Production		\$12,500.00
Stage Generator		\$1,700.00
Security		\$4,970.00
Total Request		\$24,795.00

TOTAL APPROX. \$49,795

Income Date	Item	Amount
3/3/23	Fundraiser	\$372.78
3/9/23	Donation	\$75.00
3/22/23	Donation	\$50.00
4/3/23	Ticket Sales	\$1,075.00
4/4/23	Vendor Fee	\$882.70
4/4/23	Ticket Sales	\$75.00
4/5/23	Vendor Fee	\$450.00
4/5/23	Ticket Sales	\$150.00
4/6/23	Ticket Sales	\$25.00
4/17/23	Vendor Fee	\$250.00
4/19/23	Vendor Fee	\$416.73

Balance \$1,963.15

Expense Date	Item	Amount
1/10/23	Credit Card Payment	\$150.00
2/9/23	Credit Card Payment	\$86.00
3/1/23	Poster Prints	\$281.67
3/10/23	Credit Card Payment	\$89.00
3/24/23	Swyft Business Filing	\$149.00
4/6/23	Credit Card Payment	\$1,375.00



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

March 01, 2023 through March 31, 2023  
Account Number: **000000379576827**

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
Service Center: **1-800-242-7338**  
Para Espanol: **1-888-622-4273**  
International Calls: **1-713-262-1679**  
We accept operator relay calls

00069717 DRE 034 141 09123 NNNNNNNNNN T 1 00000000 64 0000  
POORCASTLE FESTIVAL, INC.  
610 BARRET AVE  
LOUISVILLE KY 40204-1142



**Good news — we’ve eliminated two fees**

We’re no longer charging the:

- **Deposited Item Returned or Cashed Check Returned Fee** — This was a \$12 fee we charged if an item you deposited or cashed was returned unpaid. We stopped charging this fee as of **December 1, 2022**.
- **Savings Withdrawal Limit Fee** — This was a \$5 fee we charged for each withdrawal or transfer (over six) out of a Chase savings account in a monthly statement period, maximum of three fees per monthly statement period. We stopped charging this fee as of **March 19, 2023**.

We’re also changing the name **Insufficient Funds Fee** to **Overdraft Fee**. There are no changes to how and when we charge this fee or the ways to avoid this fee.

As we update and remove references to these three fees, you may continue to see them listed in the Chase Mobile® app<sup>1</sup>, on chase.com and in other materials.

If you have any questions, please call us at the number listed on this statement. We accept operator relay calls.

<sup>1</sup>Chase Mobile® app is available for select mobile devices. Message and data rates may apply.

**CHECKING SUMMARY**

Chase Total Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$444.29</b>
Deposits and Additions	3	497.78
ATM & Debit Card Withdrawals	11	-576.86
Electronic Withdrawals	3	-250.99
Fees	1	-15.00
<b>Ending Balance</b>	<b>18</b>	<b>\$99.22</b>



March 01, 2023 through March 31, 2023  
 Account Number: **000000379576827**

### DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/03	Orig CO Name: Venmo Orig ID: 5264681992 Desc Date: 230302 CO Entry Descr: Cashout Sec: PPD Trace#: 091000015845661 Eed: 230303 Ind ID: Ind Name: Shaina Wagner Trn: 0625845661Tc	\$372.78
03/09	Orig CO Name: Meta Payments IN Orig ID: P274444984 Desc Date: CO Entry Descr: Bcplib2P4Jsec: CCD Trace#: 111000028600391 Eed: 230309 Ind ID: Bcplib2P4J Ind Name: Poorcastle Festival, I Rmr*I\k*Facebook Payout Bcplib2P4J\ Trn: 0688600391Tc	75.00
03/22	Orig CO Name: Meta Payments IN Orig ID: P274444984 Desc Date: CO Entry Descr: Bcilk8Rlhgsec: CCD Trace#: 111000024984342 Eed: 230322 Ind ID: Bcilk8Rlhg Ind Name: Poorcastle Festival, I Rmr*I\k*Facebook Payout Bcilk8Rlhg\ Trn: 0814984342Tc	50.00
<b>Total Deposits and Additions</b>		<b>\$497.78</b>

### ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/01	Card Purchase 02/28 Fedex Offic16100016121 Louisville KY Card 0432	\$281.67
03/14	Card Purchase 03/13 Sba Loan Payment 303-844-2084 CO Card 0432	25.00
03/21	Card Purchase 03/21 Spring Street Bar & Gri Louisville KY Card 0432	52.00
03/21	Card Purchase 03/21 Spring Street Bar & Gri Louisville KY Card 0432	9.00
03/24	Card Purchase 03/24 Tst* The Merryweather Louisville KY Card 0432	28.80
03/27	Card Purchase 03/24 High Horse Louisville KY Card 0432	6.00
03/27	Card Purchase 03/24 The Nachbar Louisville KY Card 0432	17.00
03/27	Card Purchase 03/24 Later.Com Instagram Vancouver BC Card 0432	40.00
03/28	Recurring Card Purchase 03/27 Bitly.Com Bitly.Com NY Card 0432	35.00
03/29	Card Purchase 03/29 Tst* The Merryweather Louisville KY Card 0432	43.20
03/29	Card Purchase With Pin 03/29 Trader Jo Trader Joes Louisville KY Card 0432	39.19
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$576.86</b>

### ATM & DEBIT CARD SUMMARY

Shaina Wagner Card 0432		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$576.86
Total Card Deposits & Credits		\$0.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$576.86
Total Card Deposits & Credits		\$0.00

### ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/07	Orig CO Name: Canva Pty Limite Orig ID: 770510487C Desc Date: CO Entry Descr: lat Paypalsec: Web Trace#: 021000025982453 Eed: 230307 Ind ID: 1025693585214 Ind Name: Poorcastle Festival Trn: 0665982453Tc	\$12.99
03/10	03/10 Payment To Chase Card Ending IN 7518	89.00
03/24	Zelle Payment To Shaina Wagner 16912750887	149.00
<b>Total Electronic Withdrawals</b>		<b>\$250.99</b>



March 01, 2023 through March 31, 2023  
 Account Number: **00000379576827**

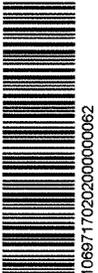
**FEES**

DATE	DESCRIPTION	AMOUNT
03/31	Monthly Service Fee	\$15.00
<b>Total Fees</b>		<b>\$15.00</b>

You were charged a monthly service fee of \$15.00 this period. You can avoid this fee in the future by maintaining a minimum daily balance of \$1,500.00. Your minimum daily balance was \$114.22.

**DAILY ENDING BALANCE**

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/01	\$162.62	03/14	483.41	03/27	231.61
03/03	535.40	03/21	422.41	03/28	196.61
03/07	522.41	03/22	472.41	03/29	114.22
03/09	597.41	03/24	294.61	03/31	99.22
03/10	508.41				



1066717020200000682

**SERVICE CHARGE SUMMARY**

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	12
Deposits / Credits	0
Deposited Items	0
<b>Transaction Total</b>	<b>12</b>

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$15.00
Service Fee Credit	\$0.00
<b>Net Service Fee</b>	<b>\$15.00</b>
Excessive Transaction Fees (Above 100)	\$0.00
<b>Total Service Fees</b>	<b>\$15.00</b>

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** see your deposit account agreement or other applicable agreements that govern your account for details.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



March 01, 2023 through March 31, 2023  
Account Number: **000000379576827**

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Form 990-N

**Electronic Notice (e-Postcard)**

OMB No. 1545-2085

Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2021

Open to Public Inspection

**A** For the **2021** Calendar year, or tax year beginning 2021-01-01 and ending 2021-12-31

**B** Check if available

- Terminated for Business  
 Gross receipts are normally \$50,000 or less

**C** Name of Organization: POORCASTLE FESTIVAL

610 Barret Ave, Louisville,  
KY, US, 40204

**D** Employee Identification  
Number 81-1441492

**E** Website:  
www.poorcastle.com

**F** Name of Principal Officer: Shaina Wagner

610 Barret Ave, Louisville,  
KY, US, 40204

**Privacy Act and Paperwork Reduction Act Notice:** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

**Note:** This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Commonwealth of Kentucky  
Alison Lundergan Grimes, Secretary of State

NAOI  
0947769.09  
Alison Lundergan Grimes  
Secretary of State  
Received and Filed  
3/21/2016 12:00:00 AM  
Fee receipt: \$8.00

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

Articles of Incorporation  
Non-profit Corporation

NAI

For the purposes of forming a non-profit corporation in Kentucky pursuant to KRS Chapter 273, the undersigned incorporator hereby submits the following Articles of Incorporation to the Office of the Secretary of State for filing:

**Article I:** The name of the company is

**Poorcastle Festival, Inc.**

**Article II:** The street address of the company's initial registered office in Kentucky is

**828 Lane Allen Rd Ste 219, Lexington, KY 40504**

and the name of the initial registered agent at that address is **InCorp Services, Inc.**

**Article III:** The mailing address of the company's initial principal office is

**1122 Ellison Ave, Louisville, KY 40204**

**Article IV:** The name and mailing address of each incorporator is

Geneva Gomez                      1000 N West St Ste 1200, Wilmington, DE 19801

**Article V:** The number of directors constituting the initial board of directors is 4. The name and mailing address of each director is

Shaina Wagner                      1122 Ellison Ave, Louisville, KY 40204  
Shaina Wagner                      1122 Ellison Ave, Louisville, KY 40204  
Larry Bays                              1122 Ellison Ave, Louisville, KY 40204  
Ronald K. Gibson                      1122 Ellison Ave, Louisville, KY 40204

**Article VI:** The purpose of the company is: **The Corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or then such organization or organizations organized and then time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or then corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, Court shall determine, which are organized and operated exclusively for such purposes.**

Executed by the Incorporator on Monday, March 21, 2016

Name of incorporator: **Geneva Gomez**

Signature of individual signing on behalf of Incorporator: **Geneva Gomez**

Commonwealth of Kentucky  
Alison Lundergan Grimes, Secretary of State

NAOI  
0947769.09  
Alison Lundergan Grimes  
Secretary of State  
Received and Filed  
3/21/2016 12:00:00 AM  
Fee receipt: \$8.00

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Articles of Incorporation**  
**Non-profit Corporation**

**NAI**

I, **InCorp Services, Inc.**, consent to serve as the Registered Agent on behalf of the corporation.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Janice Null





**Louisville Metro Government  
Office of Management and Budget**

**Neighborhood Development Fund Training Attestation**

Grantee Organization Name: Poorcastle Festival, Inc.

Grantee Representative Name: Shaina Wagner

*I agree that I am an authorized representative and/or signatory of the organization named above and attest to having viewed the Neighborhood Development Fund training presentation. I understand the reporting requirements of the Neighborhood Development Fund grant. Additionally, after viewing the presentation, I have correctly answered the below questions.*

Please check:



I viewed the NDF training material on the website

Answer the following questions before signing (Circle or write in the correct answer).

1. The NDF funding your agency received is a gift from LMG? False
2. Name the three budget categories that require a detail list.  
Client Assistance, Community Events and Festivals, and Other Expenses
3. If your agency charged gross pay to NDF, you are required to provide additional documentation to satisfy reporting requirements. True
4. Which four questions should your financial support documentation answer at all times?  
Who, what, when, and where?
5. Your agency is considered noncompliant if you do not account for funds received and/or your financial report is missing support documentation? True
6. Canceled check, bank statement, invoice and receipt are considered proof of payment. True

Grantee Representative Signature

4/19/2023

Date

**NOTE:** Please return to Roxanne Steele

E-mail address: [Roxanne.Steele@louisvilleky.gov](mailto:Roxanne.Steele@louisvilleky.gov)

Fax: 502-574-3219

Mailing Address: Louisville Metro Government  
ATTN: NDF Coordinator  
611 West Jefferson St.  
Louisville, KY 40202



# Kentucky Secretary of State

## Michael G. Adams

### Poorcastle Festival, Inc.

<a href="#">File Annual Report</a>	<a href="#">File Certificate of Assumed Name (DBA)</a>	
<a href="#">Change Address or Registered Agent</a>	<a href="#">File Dissolution</a>	<a href="#">File Registered Agent Resignation</a>
<a href="#">Upload a filing</a>		
<a href="#">Printable Forms</a>	<a href="#">Subscribe to changes made to this entity</a>	<a href="#">Certificate of Good Standing</a>

### General Information

<b>Organization Number</b>	0947769
<b>Name</b>	Poorcastle Festival, 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>Country</b>	USA
<b>File Date</b>	3/21/2016 8:37:38 PM
<b>Organization Date</b>	3/21/2016
<b>Last Annual Report</b>	5/2/2023
<b>Principal Office</b>	610 BARRET AVE LOUISVILLE, KY 40204
<b>Registered Agent</b>	REGISTERED AGENTS INC 212 N 2ND ST STE 100

RICHMOND, KY 40475

### Current Officers

<b>President</b>	SHAINA WAGNER
------------------	---------------

<b>Vice President</b>	LARRY BAYS
<b>Secretary</b>	JAMES PIETSCH
<b>Treasurer</b>	NICHOLAS ROEDER
<b>Director</b>	SHAINA WAGNER
<b>Director</b>	LARRY BAYS
<b>Director</b>	JAMES PIETSCH
<b>Director</b>	NICHOLAS ROEDER

### Show Individuals / Entities listed at time Of formation

<b>Director</b>	Shaina Wagner
<b>Director</b>	Shaina Wagner
<b>Director</b>	Larry Bays
<b>Director</b>	Ronald K. Gibson
<b>Incorporator</b>	Geneva Gomez
<b>Registered Agent</b>	InCorp Services, Inc.

Show Images

Show Assumed Names

Show Activities

Contact Site Map

Privacy Security Disclaimer Accessibility

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Kentucky Unbridled Spirit



# MAY 19-21 BRESLIN PARK



TICKETS

TURBO NUT \* WHITE WOOLLY  
KIANA & THE SUN KINGS  
QWERTY \* MIKE BANDANNA  
PLEASER \* YNGBNDZ  
FERAL VICES \* ANNAPURNA  
PROLES \* CLEEZY PICASSO  
PHATSHAYN \* BAD WIRES  
ISOLATION TANK ENSEMBLE  
THE DADDY SISTERS \* THEE TABS  
JUSTLA \* DRIFT CITY \* PLASTICS  
LUX \* FUTURE FOSSILS  
KATHRYN BROOKS  
FALLING TREE WAY  
HAYDEE CANOVAS

## FLASHBACK FRIDAY

FEAT. REUNION SETS BY:

TWIN LIMB \* DREAM EYE COLOR WHEEL  
LADY PYRAMID \* HOWELL DAWDY  
PLASTIC BUBBLE

WITH RETURNING ARTISTS:

PHOURIST & THE PHOTONS \* RMLLW2LLZ  
MR. PLEASE \* OVERCHOICE \* SO IT WAS

**NDF GRANT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, (hereinafter referred to as "Metro Government"), by and through its **OFFICE OF MANAGEMENT AND BUDGET**, and **POORCASTLE FESTIVAL, INC., 610 BARRET AVE., LOUISVILLE, KY, 40204** (hereinafter referred to as "Grantee");

**WITNESSETH:**

**WHEREAS**, the Grantee is in need of funds to carry out the activities outlined in the attached and incorporated Program/Project Budget; and

**WHEREAS**, Metro Government recognizes the importance of this program/project for meeting the needs of its citizens;

**NOW, THEREFORE**, it is mutually agreed by and between the Parties hereto as follows:

**I. GRANTEE'S SERVICES AND RESPONSIBILITIES:**

**A.** Grantee agrees to implement and administer this award in accordance with the Program/Project Budget approved through the NDF grant application process by the legislative council of the Louisville/Jefferson County Metro Government.

**B.** Grantee agrees to maintain, during the term of the contract, and retain not less than five years after completion thereof, complete and accurate records of all the Grantee's costs which are chargeable to Metro Government under this Agreement as well as all other funding sources for the funded program or project known as **POORCASTLE FESTIVAL 2023**.

**C.** Grantee agrees that Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation):

- 1) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Program/project to include timesheets, system payroll reports, payroll records from outsourced payroll companies, as well as cancelled payroll checks and/or bank statements, or signed receipts for payroll payments in cash. Note: if you are charging gross salary amount to the grant, additional documentation shall be needed to satisfy financial reporting requirements.
- 2) for those individuals contracted to provide services: service agreements, proposals, invoices as well as cancelled checks, or signed detailed receipts for payroll payments in cash;
- 3) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items;
- 4) paid invoices or receipts and cancelled checks for materials purchased, subcontractors, and any other third party charges; and
- 5) all records pertinent to this Project pertaining to participant records (sign-in sheets, attendance logs, etc), statistical records, and supporting documents for the same period of time.

**D.** For awards paid in one lump sum, the Grantee shall be required, and agrees to submit financial reports within 30 days after the close of the 60 days in which the Grantee must spend the full payment in accordance with section II.B. below.

For awards paid on a disbursement basis, the Grantee agrees to spend the full payment received and submit financial reports in accordance with the approved Program/Project Budget and shall follow this reporting schedule:

Payment Processed July 1<sup>st</sup> – September 30<sup>th</sup>: Report due October 15<sup>th</sup>

Payment Processed October 1<sup>st</sup> – December 31<sup>st</sup>: Report due January 15<sup>th</sup>

Payment Processed January 1<sup>st</sup> – March 31<sup>st</sup>: Report due April 15<sup>th</sup>

Payment Processed April 1<sup>st</sup> – June 30<sup>th</sup>: Report due July 15<sup>th</sup>

The financial report shall be completed in the format provided by the Office of Management and Budget, shall account for all funds received and expended by the Grantee, and shall include the documentation identified in Section I.C. In addition, Grantee could be asked to provide documentation to support funding from other sources. All reports and correspondence shall be addressed to **Louisville/Jefferson County Metro Government, Office of Management and Budget, NDF Compliance, 611 West Jefferson Street, Louisville, Kentucky 40202.**

## **II. PAYMENTS:**

**A.** Metro Government shall make payment based on the nature of the expenditure.

**B.** One payment for the total amount of the Agreement shall be made for items considered one time expenditures, such as advancements for community events and festivals or certain capital expenditures. The Grantee agrees to spend the total funds received in accordance with the Program/Project Budget within 60 days of the check date and submit to Metro Government a financial report with supporting documentation to include (without limitation) copies of cancelled checks, invoices, and receipts by the next applicable reporting date as stipulated in Exhibit C.

**C.** Payment shall be made through equal disbursements for operating expenditures such as salaries, rents, utilities, supplies, telephone, in-town travel and client assistance, or ongoing capital expenditures, such as construction projects. The initial disbursement shall be made to the Grantee upon execution of this Agreement. All subsequent disbursements to the initial payment are contingent upon full compliance by the Grantee to submit all applicable financial reports and supporting documentation as identified in Section I.D and the NDF Training Presentation on the Metro Government Website.

**D.** For grants that are executed and the initial disbursement made after April 1st, the funds will be disbursed in two equal payments with the final payment occurring after the July 15th reports are received by OMB and approved. The Grantee shall receive an extension as identified in section IV.B. below.

**E.** The total amount payable under this Agreement shall not exceed the sum of **SEVEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$7,750)** as set forth in Ordinance No. 070, Series 2023, and shall cover expenditures as specified in the Program/Project Budget of the Grantee. Such disbursements shall be made in accordance with this Agreement and the procedures established by Metro Government.

**III. DURATION OF AGREEMENT:**

**A.** This Agreement shall become effective as of the **1<sup>ST</sup> DAY OF JUNE** and shall terminate on the 30<sup>th</sup> day of June 2023.

**B.** Any expenditures incurred by the Grantee prior to the effective date of this agreement, but are reimbursable in accordance with the approved Program/Project Budget, may be accepted as long as the Grantee has disclosed in the grant application that the expenditures were either already incurred prior to the application date, or were likely to occur after the application date but prior to the effective date of this Agreement.

**C.** Any unspent Grant Funds held by Grantee or Grant Funds not used in accordance with the Program/Project Budget shall be returned to Metro Government within 30 days of notification.

**D.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. No matter who initiates the termination, the Grantee shall return all unspent funds to Metro Government within thirty (30) days of such termination.

#### **IV. AGREEMENT EXTENSIONS:**

**A.** Any award paid to the Grantee via one full payment must be spent within 60 days of the check date as stipulated in section II.B. above. If a Grantee is unable to spend the award within 60 days, the Grantee may request an extension. Such written extension request shall conform to this Section.

**B.** Any award paid after April 1st of any fiscal year via multiple disbursements or in accordance with Section II.D above must be spent by September 30th of the following fiscal year. While this Agreement will terminate on June 30<sup>th</sup>, the Grantee will have an automatic extension of three (3) months, if needed, in order to spend the remaining funds. A written extension request is not required in this situation.

**C.** Any award paid prior to April 1st via multiple disbursements must be spent by June 30th. If the Grantee is unable to spend the funds in accordance with this deadline, an extension may be requested. Such written extension request shall conform to this Section.

**D.** A written request for an extension must be submitted and include the amount remaining to be spent, an explanation as to why the funds were not spent in accordance with the applicable deadlines identified in this agreement, and an estimated date by which the remaining funds will be fully expended. The request should be submitted to the **Louisville/Jefferson County Metro Government, Office of Management and Budget, NDF Coordinator, 611 West Jefferson Street, Louisville, Kentucky 40202**. A Grantee may request an extension only once, and the extension will be in effect for no more than ninety (90) days. If, at the end of the extension period, the Grantee still has not fully expended the award, the Grantee will be required to return any unspent funds within 30 days of notification.

**V. AMENDMENTS TO THE PROGRAM/PROJECT BUDGET:**

A. If the level of funding requested through the application process to support the Program/Project Budget is not approved, Exhibit B of this agreement and if applicable the Detail List(s) must be completed. Exhibit B must reflect only approved categories as per Metro Council policies and procedures.

B. If at any time in the duration of the agreement, the Grantee determines that they are unable to expend the awarded funds in accordance with the approved Program/Project Budget, an amendment may be requested. **The Grantee must submit a written request to the Office of Management and Budget, NDF Compliance, 611 West Jefferson Street, Louisville, KY 40202.** The request must include an explanation for the requested change. If approved, the Grantee will receive written approval from OMB.

**VI. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:**

A. Grantee covenants that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Program/Project Budget. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

B. Grantee covenants that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.

C. Grantee agrees to expend all Grant Funds and to implement and administer the Program/Project strictly in conformity with the Program/Project Budget and this Agreement, and agrees not to deviate from the Program/Project Budget without the prior written agreement of Metro Government.

**D.** Grantee agrees that it shall implement and administer the Program/Project in compliance with all applicable laws, regulations and codes of the federal, state and local governments.

**E.** If Program/Project Budget is a fundraiser, Grantee agrees that the benefactors of such fundraiser shall use the proceeds of the fundraiser in a manner consistent with the rules that governed the Program/Project Budget granted through the NDF process.

**F.** Grantee agrees that in the implementation and administration of the Program/Project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, familial status, sexual orientation, gender identity, because the person is a qualified individual with a disability, is age 40 or over, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

**G.** Grantee covenants that this Agreement together with the Program/Project Budget is in all respects the legal, valid and binding obligation of the Grantee and the performance of the Program/Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's articles of incorporation, by-laws or other agreements of organization.

**H.** Grantee covenants that neither this Agreement, the Program/Project Budget, the grant application or any other document submitted to Metro Government in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee to implement and administer the Project.

**I.** Grantee agrees to publicly acknowledge that Metro Government has provided partial funding for the program or project.

**VII. HOLD HARMLESS:**

The Grantee shall indemnify, hold harmless, and defend Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Grantee's (or Grantee's subcontractors, if any) performance or breach of this Agreement provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of Metro Government or its elected and appointed officials and employees acting within the scope of their employment. In addition, the Grantee shall repay all Grant Funds disbursed by Metro Government to the Grantee if a court of competent jurisdiction enters a final, unappealable order that the appropriation that funded the Grant Funds was an unlawful appropriation of public funds under the Kentucky Constitution or the Kentucky Revised Statutes. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

**VIII. DEFAULT:**

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A. Declaration of Bankruptcy of Grantee.
- B. Failure to administer and implement the Program/Project in conformity with this Agreement and the Program/Project Budget.
- C. Failure to submit the financial reports required by Section I.D. of this Agreement in accordance with the established reporting schedule, or to furnish any additional information to Metro Government if required pursuant to Section I.B. of this Agreement.

D. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Program/Project Budget, the grant application or other document submitted in support of this Grant is, was, or shall be false or misleading in any material respect.

E. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Program/Project Budget. In such cases, Grantee shall return said goods to Metro Government or return the amount of the Grant Funds.

**IX. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:**

Upon the occurrence of an event of default, Metro Government, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

A. Immediately terminate or suspend the Grant, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.

B. Immediately suspend the Grantee from receiving future NDF awards until all Default events have been satisfied.

C. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Program/Project Budget.

D. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.

E. Commence appropriate legal or equitable action to enforce the rights and remedies of Metro Government, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.

F. Exercise any other rights or remedies that may be available to Metro Government pursuant to this Agreement or under applicable laws.

**X. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Grantee to be an officer, official, or agent of Metro Government.

**XI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 6 day of June 2023.

**APPROVED:**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT:**

**(Office of Management and Budget)**

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

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

**Approved as to form:**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

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

**APPROVED:**

**GRANTEE:**

**(POORCASTLE FESTIVAL, INC.)**

By: Shaina Wagner  
(Print Name)

Title: Director of Operations

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

Agency Tax ID # 81-1441492

Date: 6/6/23

**EXHIBIT A**  
**NDF PROGRAM/PROJECT BUDGET**

**PLEASE SEE ATTACHED GRANT APPLICATION**  
**PROGRAM/PROJECT BUDGET**

## EXHIBIT B

## AMENDED NDF PROGRAM/PROJECT BUDGET

<b>AMENDED NDF GRANT PROGRAM/PROJECT BUDGET</b>			
<i>Budget Category</i>	<i>Metro Funds</i>	<i>Non-Metro Funds</i>	<i>Total</i>
Personnel Costs, including benefits:			
Rent / Utilities:			
Office Supplies:			
Telephone:			
In-Town Travel:			
Client Assistance, Attach Detailed List:			
Professional Services Contracts:			
Program Materials:			
Community Events and Festivals, Attach Detailed List:	\$7,750	\$2,250	\$10,000
Machinery and Equipment:			
Capital Project:			
Other Expenses, Attach Detailed List:			
<b>TOTAL:</b>	\$7,750	\$2,250	\$10,000



<b>Detail List for Budget Category – Community Events &amp; Festival</b>			
Detail for <b>COMMUNITY EVENTS &amp; FESTIVAL</b> identified in the Budget above. Use multiple sheets if necessary	Metro Funds	Non-Metro Funds	Total
Production/Stage	\$7,750	\$2,250	\$10,000
<b>TOTAL:</b>	<b>\$7,750</b>	<b>\$2,250</b>	<b>\$10,000</b>



**EXHIBIT C**

**PAYMENT METHOD & REPORTING SCHEDULES**

**PAYMENT METHOD TABLE:**

<b>Program/Project Expense</b>	<b>Payment Method</b>
Personnel Costs (including Benefits)	DISBURSEMENTS
Rents/Utilities	
Office Supplies	
Telephone	
In-Town Travel	
Client Assistance	
Professional Service Contracts	
Program Materials	
Community Events and Festivals	ONE-TIME PAYMENT
Machinery and Equipment	DISBURSEMENTS or ONE-TIME PAYMENT as determined appropriate
Capital Project	
Other Expenses	

**ONE TIME PAYMENT SCHEDULE:**

<u>Payment Processed</u>	<u>One Payment</u>	<u>Funds Spent by</u>	<u>Final Report Due</u>
July 1 - Sept 30	Upon Execution	Within 60 days of check date	Within 30 days after the close of 60 days
Oct 1 - Dec 30	Upon Execution	Within 60 days of check date	Within 30 days after the close of 60 days
Jan 1 - Mar 31	Upon Execution	Within 60 days of check date	Within 30 days after the close of 60 days
April 1 - Jun 30	Upon Execution	Within 60 days of check date	Within 30 days after the close of 60 days

**DISBURSEMENTS PAYMENT & REPORTING SCHEDULE:**

Payment Processed (1st Payment)	1st Report Due	2nd Payment	2nd Report Due	3rd Payment	3rd Report Due	4th Payment	Funds spent By	Final Report Due
July 1 - Sept 30	Oct 15th	After Oct 15th report rec'd and approved	Jan 15th	After Jan 15th report rec'd and approved	April 15th	After April 15th report rec'd and approved	June 30th	July 15th
Oct 1 - Dec 31	Jan 15th	After Jan 15th report rec'd and approved	April 15th	After April 15th report rec'd and approved			June 30th	July 15th
Jan 1 - Mar 31	April 15th	After April 15th report rec'd and approved					June 30th	July 15th
April 1 - June 30 (automatic extension to Sept 30 <sup>th</sup> )	July 15th	After July 15th report rec'd and approved					Sept 30th	Oct 15th

ORDINANCE NO. 070, SERIES 2023

AN ORDINANCE APPROPRIATING ~~\$2,500~~ ~~\$6,250~~ \$7,750 FROM NEIGHBORHOOD DEVELOPMENT FUNDS IN THE FOLLOWING MANNER: \$2,500 FROM DISTRICT 9; \$1,500 FROM DISTRICT 15; \$1,000 FROM DISTRICT 8; \$500 EACH FROM DISTRICTS 4, 7, 10, 12 AND 21; AND \$250 FROM DISTRICT 13; THROUGH THE OFFICE OF MANAGEMENT AND BUDGET, TO POORCASTLE FESTIVAL, INC. FOR COSTS ASSOCIATED WITH THE 2023 POORCASTLE FESTIVAL (AS AMENDED).

SPONSORED BY: COUNCIL MEMBERS OWEN, CHAPPELL, RENO-WEBER, BLACKWELL, RUHE, SEUM, ARTHUR, MCCRANEY, AND MULVIHILL

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE "COUNCIL") AS FOLLOWS:

**SECTION I:** The sum of ~~\$2,500~~ ~~\$6,250~~ \$7,750 is hereby appropriated from Neighborhood Development Funds in the following manner: \$2,500 from District 9; \$1,500 from District 15; \$1,000 from District 8; \$500 each from Districts 4, 7, 10, 12 and 21; and \$250 from District 13; through the Office of Management and Budget, to Poorcastle Festival, Inc. for costs association with the 2023 Poorcastle Festival.

**SECTION II:** The Council has determined the funds requested in this Ordinance will be expended for a public purpose.

**SECTION III:** This grant is subject to the Council's Policies and Procedures as adopted and effective at the date of passage of this Ordinance.

**SECTION IV:** This Ordinance shall take effect upon its passage and approval or otherwise becoming law.

  
\_\_\_\_\_  
Sonya Harward  
Metro Council Clerk

  
\_\_\_\_\_  
Markus Winkler  
President of the Council  
PRO - TEM



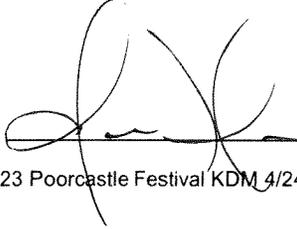
Craig Greenberg  
Mayor

6/14/23  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

BY:



O-085-23 Poorcastle Festival KDM 4/24/23

LOUISVILLE METRO COUNCIL  
READ AND PASSED  
June 1, 2023

**METRO COUNCIL - CLERK'S OFFICE  
NEIGHBORHOOD DEVELOPMENT FUND**

**ORGANIZATION NAME:** Poorcastle Festival, Inc.

**TOTAL AMOUNT APPROPRIATED:** \$7,750.00

**DATE APPROPRIATION APPROVED:** 5/25/2023

<b>DISTRICT:</b>	<b>AMOUNT:</b>	<b>ACCOUNT:</b>
1		1103-105 1ST DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
2		1103-105 2ND DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
3		1103-105 3RD DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
4	\$500.00	1103-105 4TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
5		1103-105 5TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
6		1103-105 6TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
7	\$500.00	1103-105 7TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
8	\$1,000.00	1103-105 8TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
9	\$2,500.00	1103-105 9TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
10	\$500.00	1103-105 10TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
11		1103-105 11TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
12	\$500.00	1103-105 12TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
13	\$250.00	1103-105 13TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
14		1103-105 14TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
15	\$1,500.00	1103-105 15TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
16		1103-105 16TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
17		1103-105 17TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
18		1103-105 18TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
19		1103-105 19TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
20		1103-105 20TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
21	\$500.00	1103-105 21ST DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
22		1103-105 22ND DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
23		1103-105 23RD DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
24		1103-105 24TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
25		1103-105 25TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT
26		1103-105 26TH DISTRICT NEIGHORHOOD DEVELOPMENT-899001-RESTRICTED ACCT