

Village of Forest Park

Cultural Park ad hoc Committee

Final Presentation
September 11, 2017





MAKE NO LITTLE PLANS

Daniel Burnham

They have no magic to stir
men's blood!

Objectives This Evening...

- Our Mission
- Design
- Sound
- Project Cost
- Parking/Traffic
- Economic Feasibility
- Next Steps



Consultants

- Volunteer consultants participated in helping us identify the Pros and Cons of each of the concepts
 - ✓ Architect - Brian Peterson
 - ✓ Sound - Todd Petersen
 - ✓ Engineer - James Amelio - Christopher B. Burke Engineering, Ltd.
 - ✓ Economic Analyst - Gary Franzen



Park Design

By: Brian Peterson

Benefits to the Village & Residents “Year -Round Use for All Ages”

- Creation of additional green space
 - ✓ Native plantings
 - ✓ Walking paths
 - ✓ Picnic areas
- Multi-use facility
- Permanent farmers market structure
- Improvement to Forest Park’s image
- Increased exposure for our merchants
- Performance arts stage
 - ✓ Musical performances
 - ✓ Plays
 - ✓ Movies
 - ✓ Graduations
 - ✓ Weddings
 - ✓ Corporate Events

Three Concepts



Concept One

Cultural Park Concept 1

Brian Peterson, AIA
Architect/Urban Designer



Concept Two

Cultural Park Concept 2

Brian Peterson, AIA
Architect/Urban Designer



Concept Three

Cultural Park Concept 3
Brian Peterson, AIA
Architect/Urban Designer





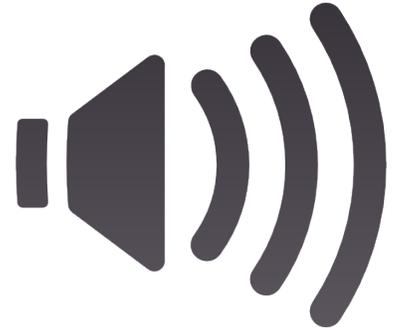
By: Todd Petersen

Sound





The Concern:



Music from events at the park being **too noisy** for nearby residents and surrounding community.

The Discussion:

When is **Sound** considered **noise**?

Sound when it travels

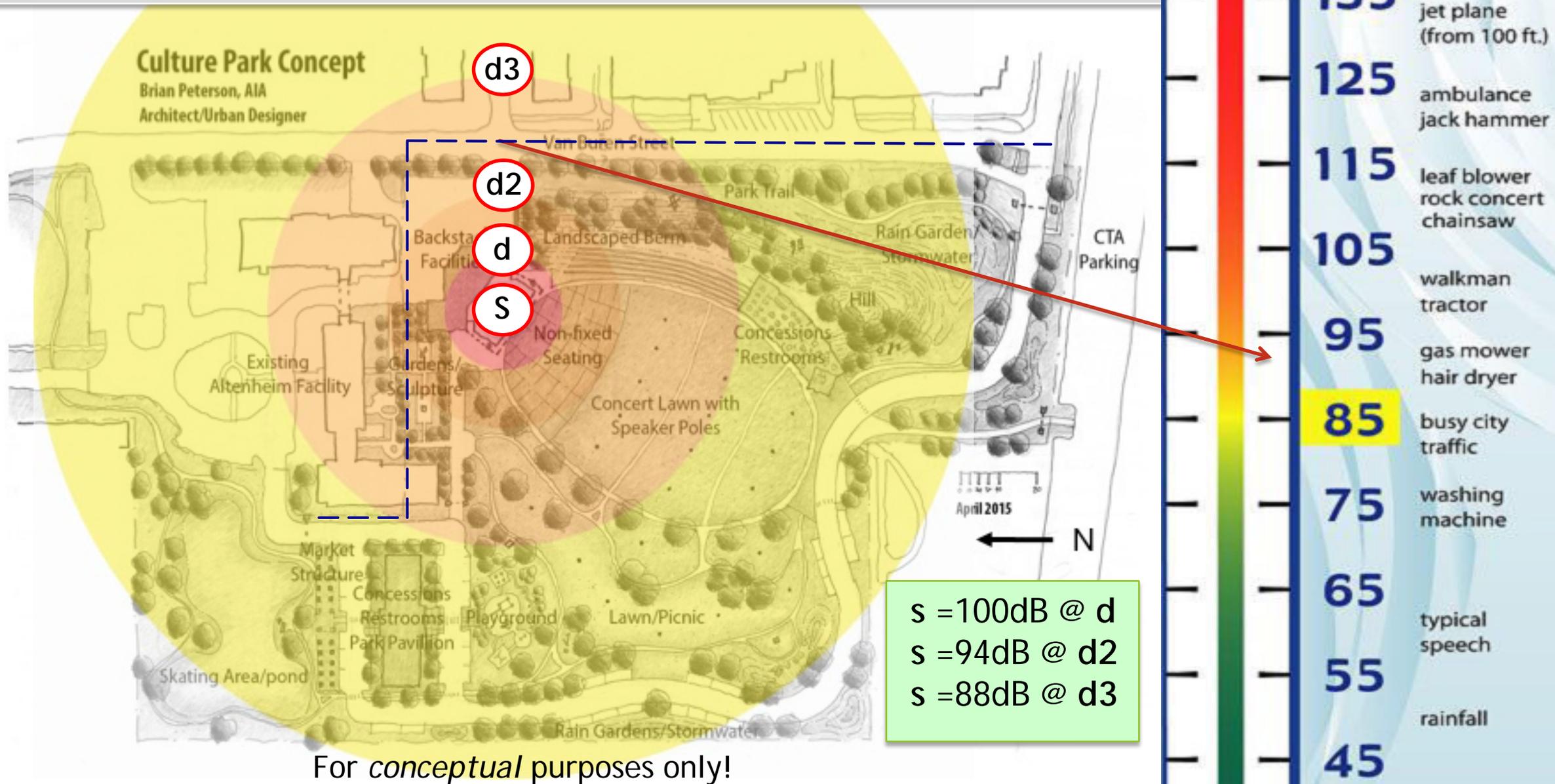
beyond its intended audience,

is considered **environmental noise**.



the original
Concept 1

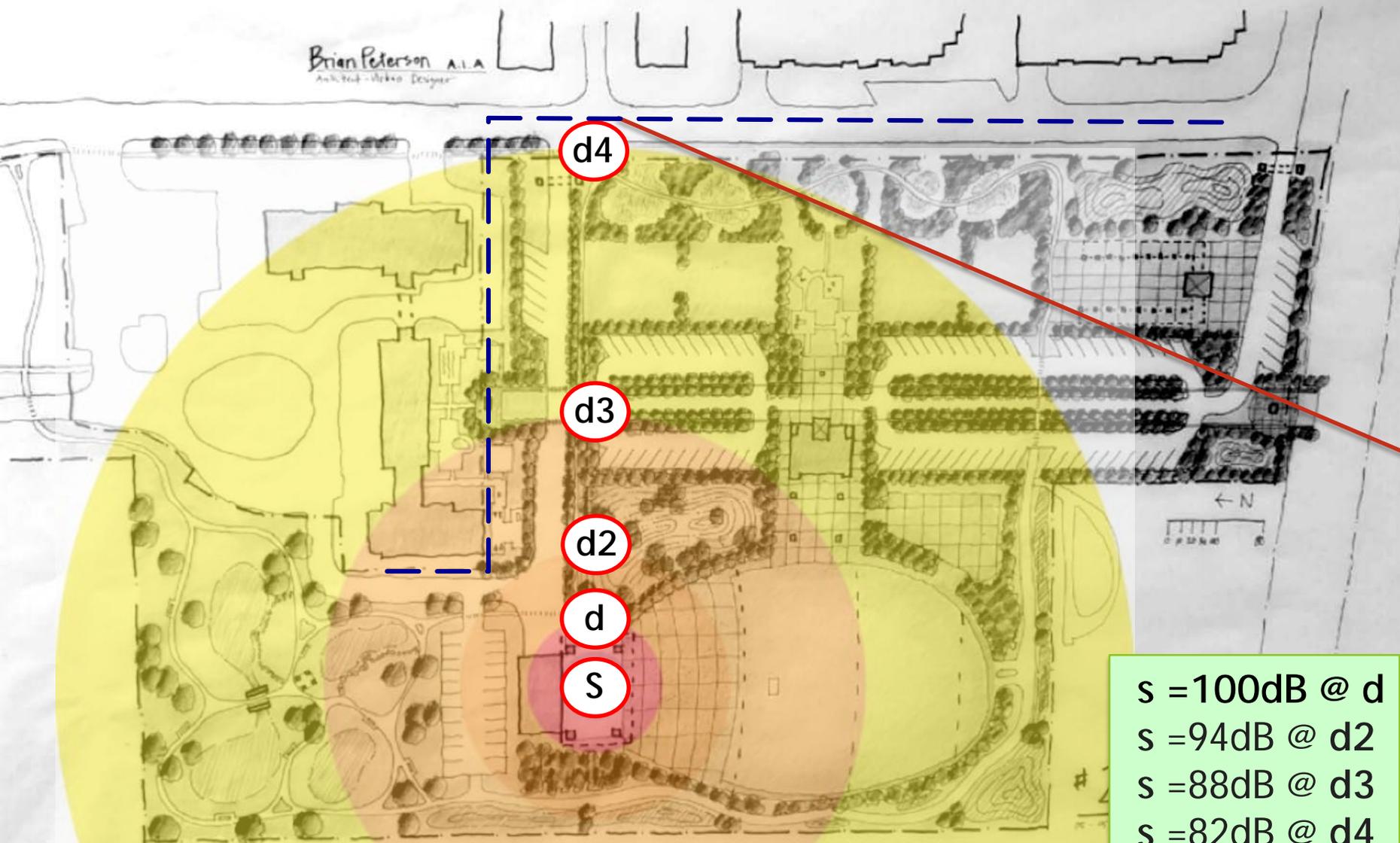
* This conceptual image shows the Inverse Distance Law applied.
(in free space with no structural, atmospheric or other interference)



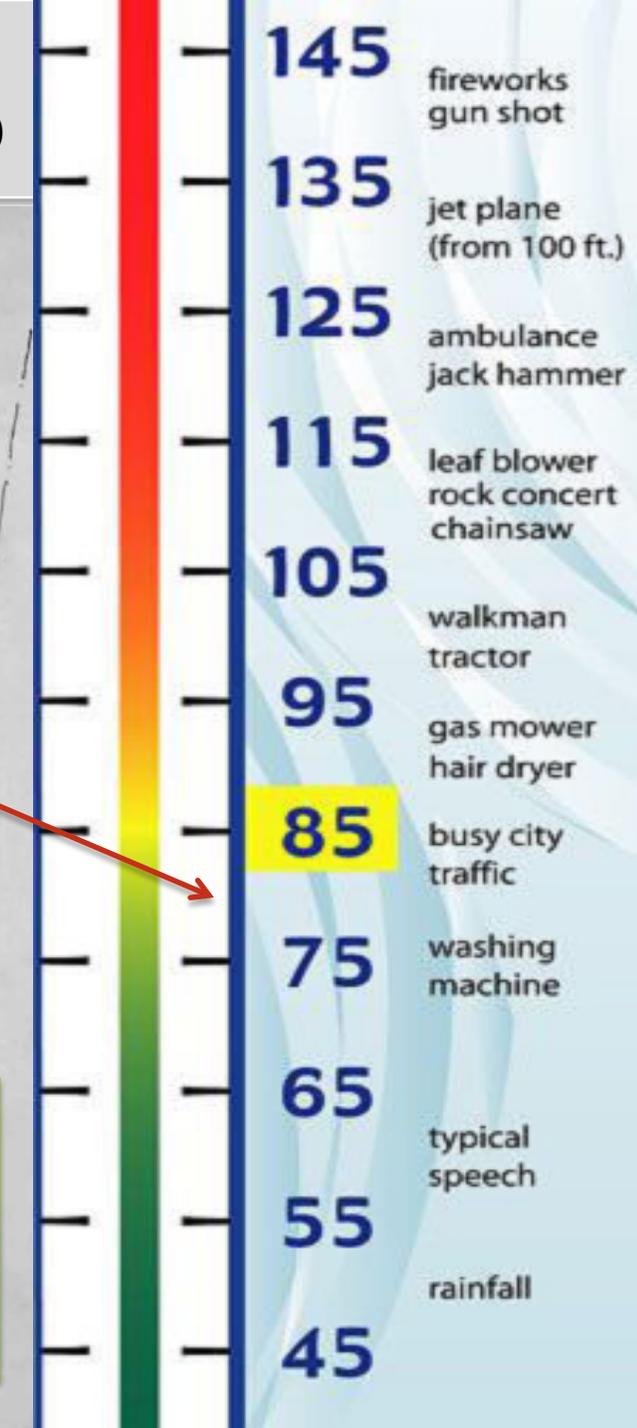
For *conceptual* purposes only!

Concept 2

* This conceptual image shows the Inverse Distance Law applied.
(in free space with no structural, atmospheric or other interference)

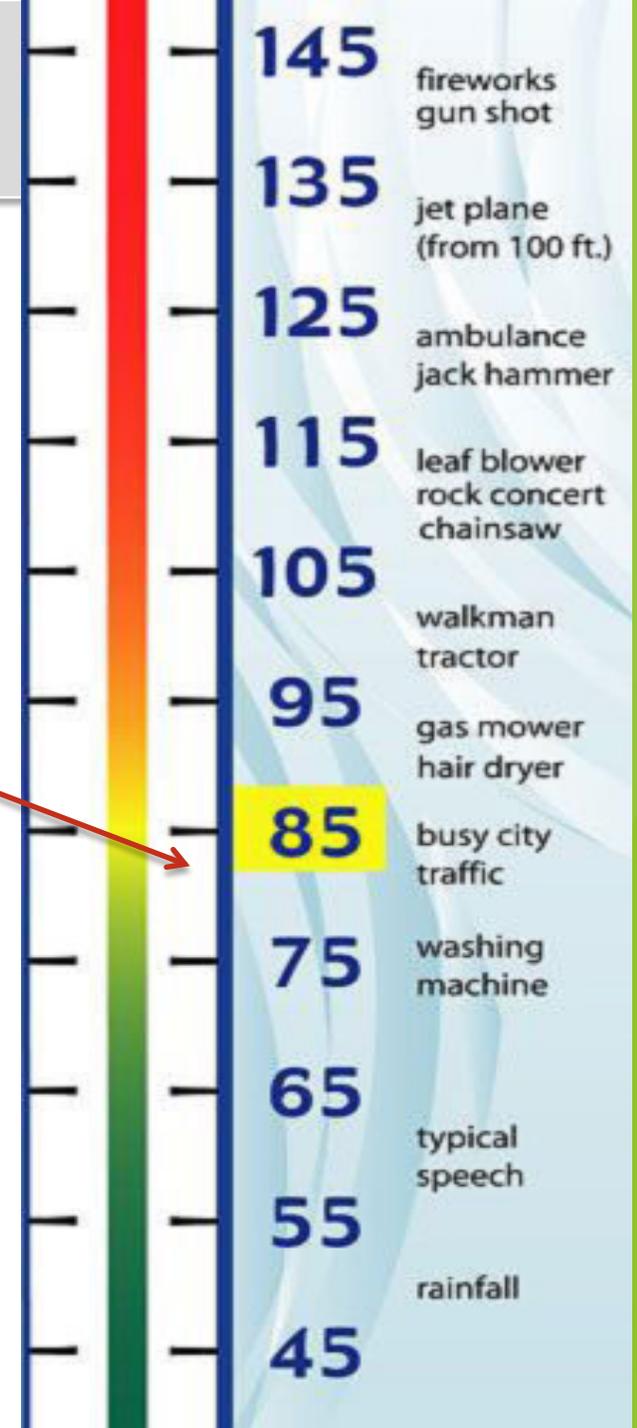
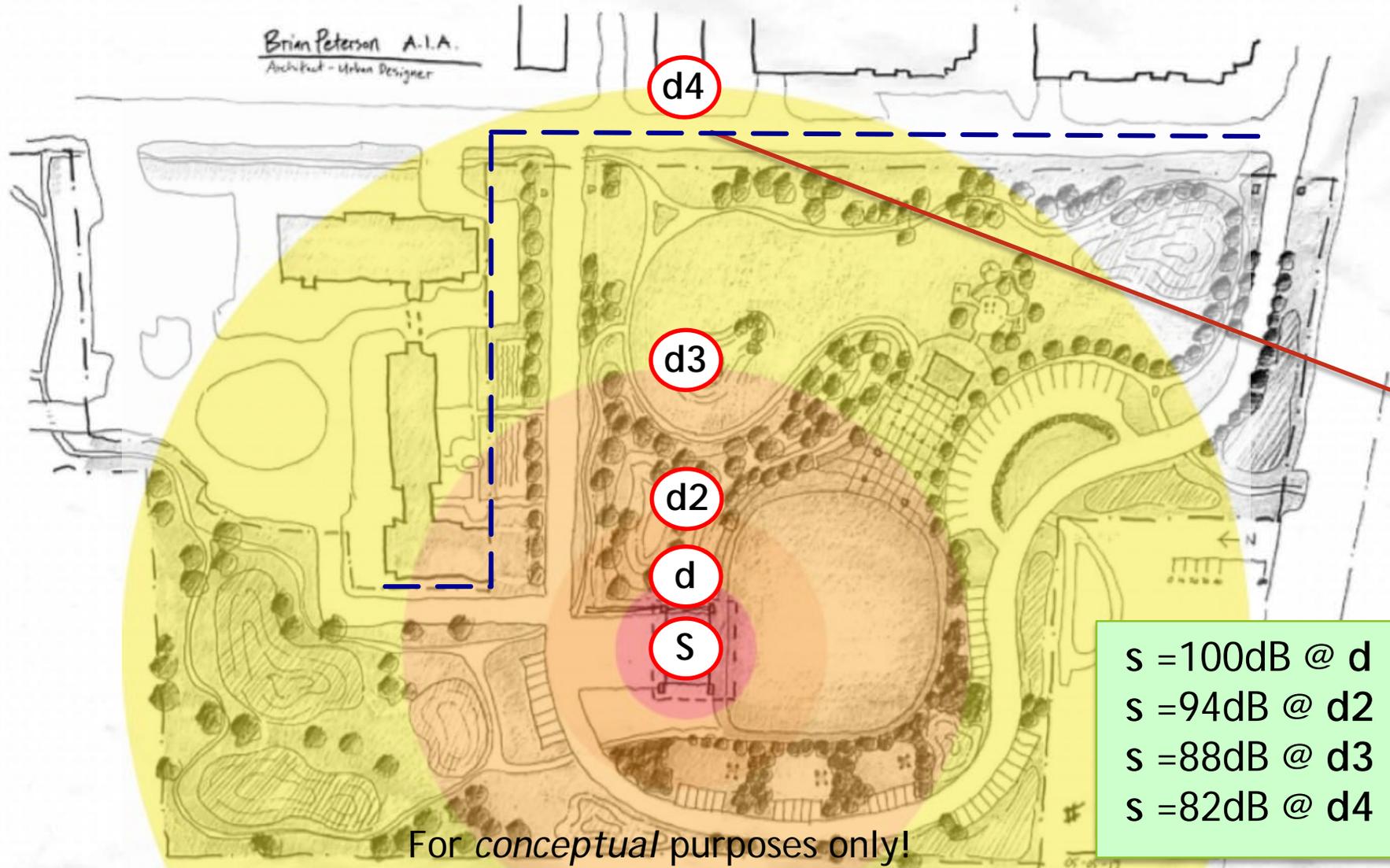


For *conceptual* purposes only!



Concept 3

* This conceptual image shows the Inverse Distance Law applied.
(in free space with no structural, atmospheric or other interference)



The Challenge:

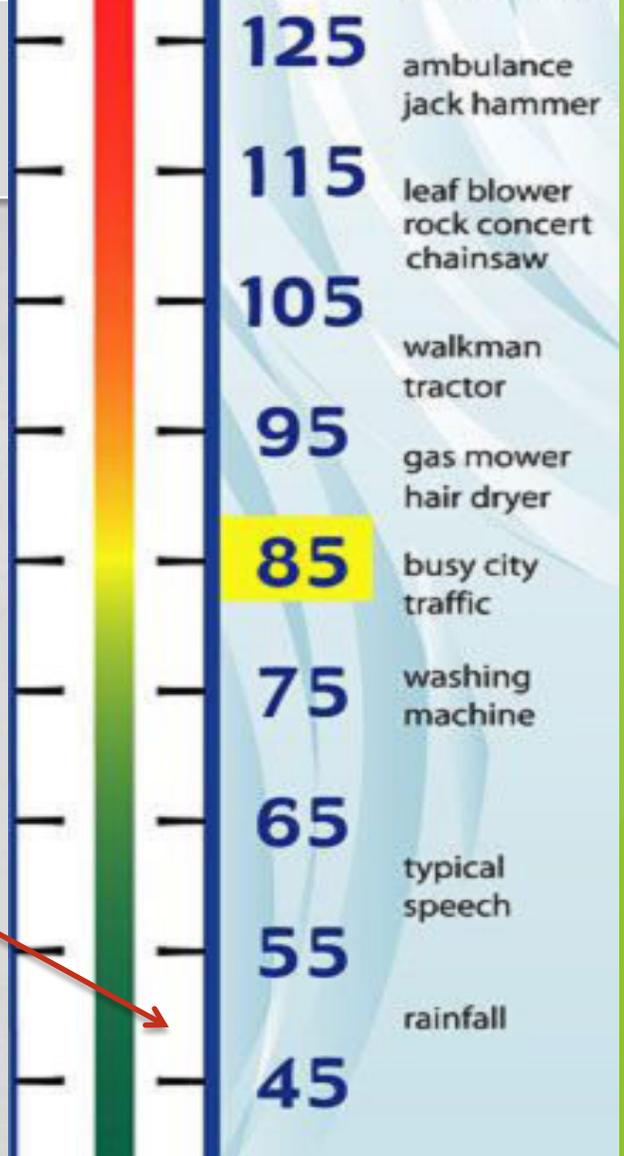
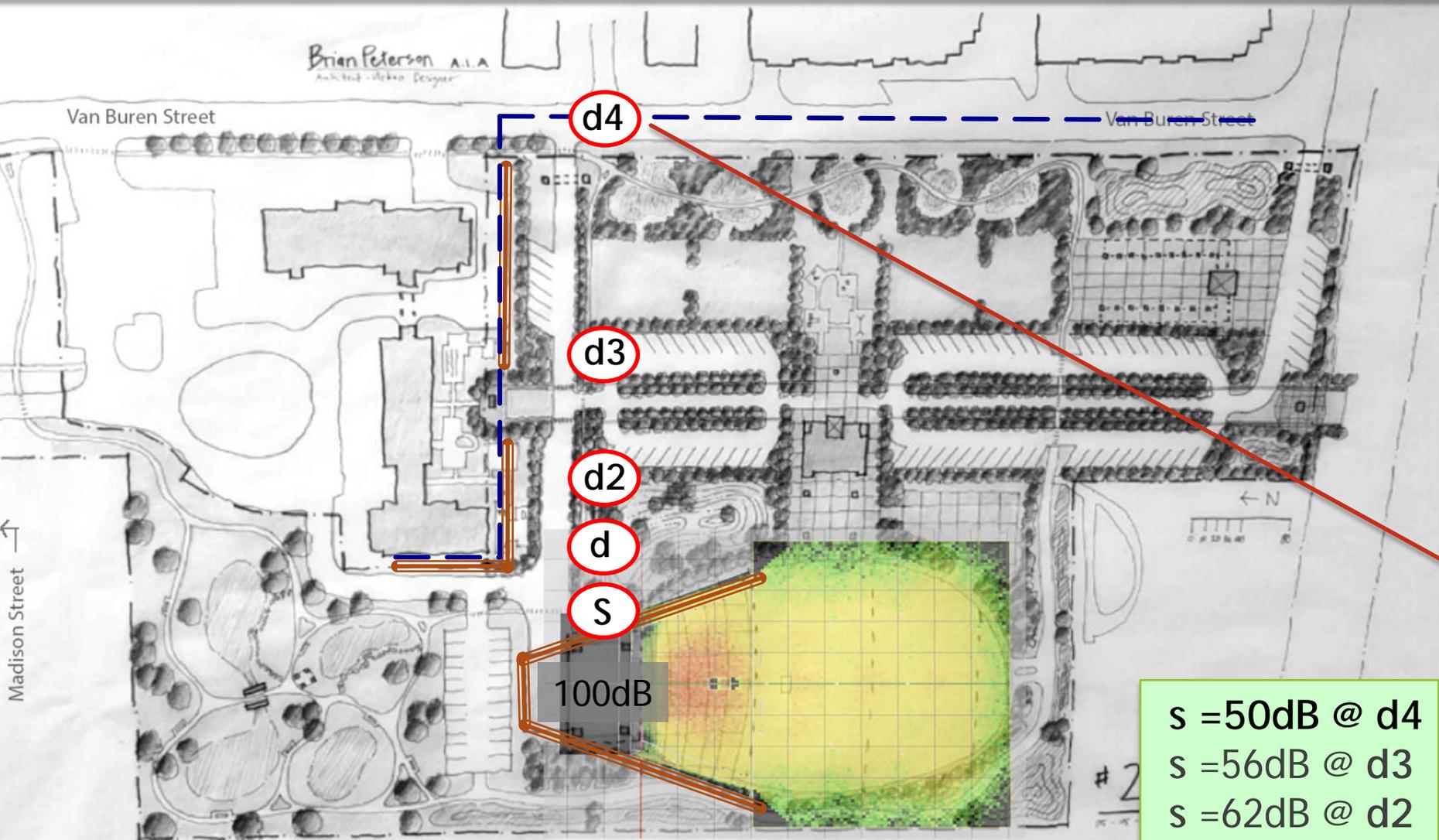
Delivering adequate sound (*coverage and levels*)
to the intended audience

while

mitigating the *associated* **environmental noise**
in the surrounding community.

Concept 2

* This concept image shows the Inverse Distance Law applied. (with an acoustic structure providing a -32dB attenuation)



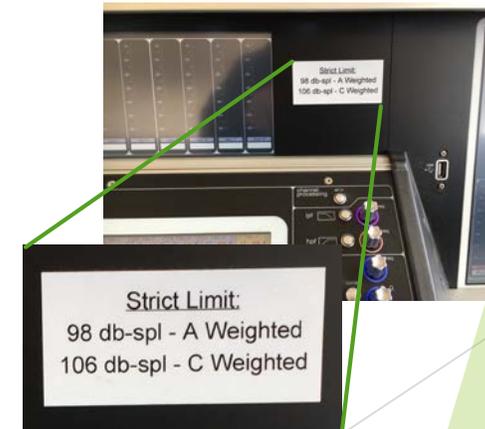
s = 50dB @ d4
s = 56dB @ d3
s = 62dB @ d2
s = 68dB @ d

For conceptual purposes only!

Solutions:

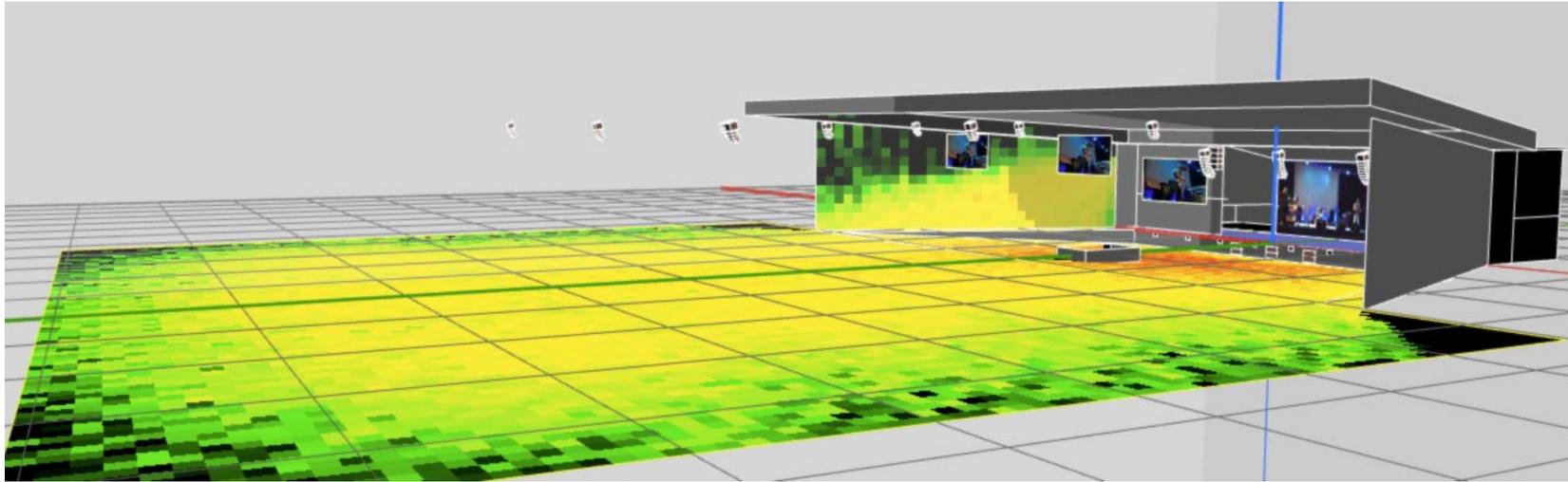
Controlling sound and the environmental noise factor of the performance venue will be determined primarily by 5 things:

1. Placement of the stage in relation to residences
2. The **acoustic design** of the stage area and park landscaping
3. The design of the **sound systems**
4. The use of Village **ordinances** concerning acceptable sound pressure levels and performance times.
5. Defining expectations, then having the **commitment** to meet them, from design and building through to daily operations.



Keep it Simple

Acoustics are a critical component of proper design for any performance and entertainment facilities.



Sound (*and* environmental noise) can be controlled with a properly designed venue and sound system.

Parking, Traffic & Cost

By: James Amelio

- Cost & Parking as it Relates to the Design
- Traffic Analysis

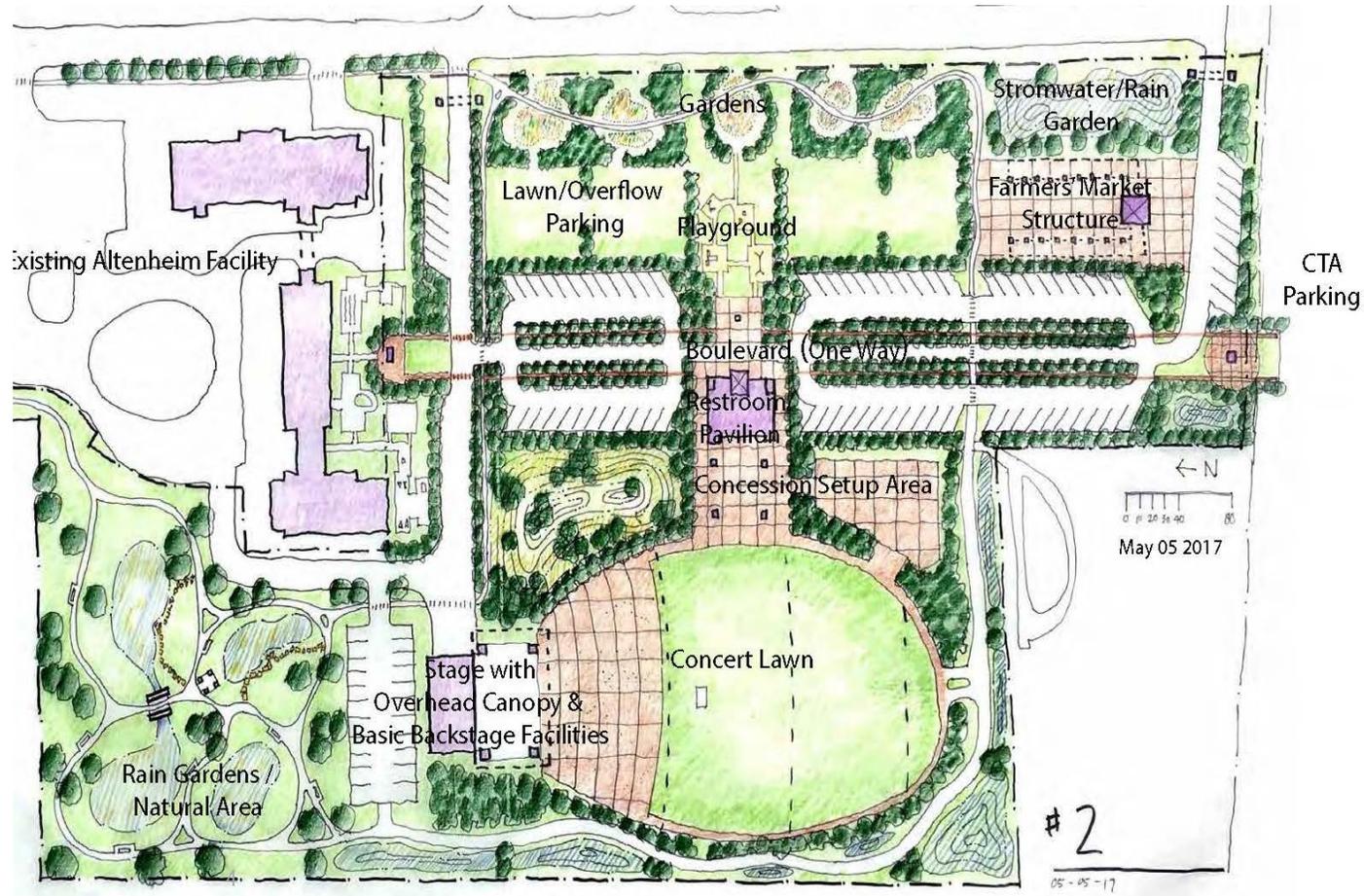


Concept One



- Capacity of 7,210 people
- 16 +/- Parking Spots
- Estimated Project Cost \$16,800,000

Concept Two



- Capacity of 3,950 people
- 103 +/- Parking Spots
- Estimated Project Cost \$14,100,000

Concept Three



- Capacity of 500 people
- 65 +/- Parking Spots
- Estimated Project Cost \$9,800,000

Estimated Project Cost

Concept One = \$ 16,800,000

Concept Two = \$ 14,100,000

Concept Three = \$ 9,800,000

Assumptions in costs estimates:

- 20% Contingency
- Includes 10% Design
- Includes 10% Construction Management

Traffic Analysis - Parking



- Adjacent (within ¼ Mile) Parking Lots and Street Parking (Yellow) 826 Spots
- Remote Locations (Red) 1664 Spots

Traffic Analysis - Parking

Alt. (Capacity)	On Site	Adjacent	Remote	Total	Potential Need	Potential Surplus / (Shortage)
Alt. 1 (7,210)	16	826	1664	2506	2844	(378)
Alt. 2 (3,950)	103	826	1664	2593	1580	1013
Alt. 3 (500)	65	826	1664	2555	200	2355

- Typically 2.5 people per vehicle
- Alternates 2 and 3 will be challenging for parking accommodations
- Multiple Parking lots, and remote lots pose logistical challenges

Traffic Analysis

A Traffic Impact Study should be Performed to Provide Additional Information

Preliminary Review Indicates:

Concept 1 - Regional traffic impacts extend beyond vicinity of the Park and includes Roosevelt Rd, 1st Ave., and I-290 ramps. Substantial traffic management will be required. May be problematic

Concept 2 - Local traffic impacts adjacent to Park and along Van Buren St, Des Plaines Ave and Madison St. Significant traffic management will be required

Concept 3 - Minimal Traffic Impact, some traffic management will be required

Economic Feasibility Considerations

By: Gary Frantzen

Revenue and Operating Cost (Based on Two Models)

- Village Operated Scenario: (AMP Model Assumptions) Annual revenue and expenses of Village based on specific revenue and expenses and customary split between artist, promoter and Village plus revenue and expenses from Village-sponsored events.
- Leased Scenario: (Chastain Model Assumptions) Annual revenue and expenses of Village from multi-year lease to a promoter plus revenue and expenses from Village-sponsored events. Includes estimated annual income from lease for to-be-determined, contractually specified, number of events.

Economic Feasibility Considerations

Key Scenario Characteristics:

- **Village Operated Scenario:** (AMP Model Assumptions)
 - Primary revenue source is sale of alcoholic beverages.
 - Secondary sources are advertising, sponsorships, vendor booth fees.
 - Annual revenue and expenses of Village dependent on attendance (character & quality of artists, weather, etc.)
- **Leased Scenario:** (Chastain Model Assumptions)
 - Only revenue source for music events is lease income.
 - Additional income producing events are smaller Village sponsored events.
 - Music event-related expenses are minimal.
 - Number of music events to be determined based on negotiated contract with promoter. Trade-off with lease income.

Economic Feasibility Considerations

- **Income is Secondary Financing** – Donors and grants would be priority source of financing.
- **Flexibility** - The **number and type of events can be adjusted** to provide more or less income for construction financing.
- **Estimation** - The **income and expenses for each event are estimates** and actual results may be different. Feasibility study is needed to firm-up estimates.
- **Conservatism** - Assumed **80% of annual forecast income** can be used for financing. Principal based on avg yield for AA-rated 30-year municipal bonds as of August 18, 2017.
- **Results** - Estimated **annual income falls short of financing needs** for total cost of construction for every concept and under each scenario....but not by much!

Next Steps



Action Items

- The Village Board should assign a staff person to the Cultural Park Project to:
 - Follow up on existing grant applications;
 - Chicago Metropolitan Agency for Planning -CMAP,
 - Rivers, Trails, & Conservation Assistance - RTCA / NPS
 - Seek out additional grant applications to study the concept; Government, Private
 - Oversee the entire project
- Hire a consulting firm to complete a Feasibility Study and final design of the Cultural Park
 - Disband the current committee
 - Create a steering committee to serve in an advisory capacity when a consulting firm is hired.

Next Steps

Con**clu**sion



Action Items (cont.)

- Acquiring a feasibility study is paramount to obtain funding.
 - Government grants
 - Bond Issues
 - Private donations
 - Explore other revenue sources

Conclusion: What We Have



What Could Be



- Creation of additional green space
 - ✓ Native plantings
 - ✓ Walking paths
 - ✓ Picnic areas
- Multi-use facility
- Permanent farmers market structure
- Improvement to Forest Park's image
- Increased exposure for our Merchants

- Performance arts stage
 - ✓ Musical performances
 - ✓ Plays
 - ✓ Movies
 - ✓ Graduations
 - ✓ Weddings
 - ✓ Corporate Events

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Appendix

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Parking, Traffic & Cost

DRAFT

Item	Units	Alternate #1 (date) 05/2017			Alternate #2 (date) 05/2017			Alternate #3 (Original Plan) (date) April 2015		
		Quantity	Unit Cost	Cost	Quantity	Unit Cost	Cost	Quantity	Unit Cost	Cost
DEMOLITION & UTILITIES										
Demolition of Buildings	LS	1	\$ 1,000,000	\$ 1,000,000	1	\$ 1,000,000	\$ 1,000,000	1	\$ 1,000,000	\$ 1,000,000
Pavement Removal	SY	12500	\$ 0	\$ 0	12500	\$ 0	\$ 0	12500	\$ 0	\$ 0
Establish Utility Services (Conduit, CATV, Gas)	LS	1	\$ 300,000	\$ 300,000	1	\$ 300,000	\$ 300,000	1	\$ 300,000	\$ 300,000
Water Main Relocation	LF	1800	\$ 200	\$ 360,000	1800	\$ 200	\$ 360,000	1800	\$ 200	\$ 360,000
Storm Sewer Installation, 12"	LF	1800	\$ 100	\$ 180,000	1800	\$ 100	\$ 180,000	1800	\$ 100	\$ 180,000
Sanitary Sewer Installation, 8"	LF	1800	\$ 125	\$ 225,000	1800	\$ 125	\$ 225,000	1800	\$ 125	\$ 225,000
Manholes	EACH	15	\$ 10,000	\$ 150,000	15	\$ 10,000	\$ 150,000	15	\$ 10,000	\$ 150,000
Trench Backfill	CY	2500	\$ 30	\$ 75,000	2500	\$ 30	\$ 75,000	2500	\$ 30	\$ 75,000
CARTING WORK										
Mass Grading	LS	1	\$ 500,000	\$ 500,000	1	\$ 500,000	\$ 500,000	1	\$ 500,000	\$ 500,000
Furnished Fill or Haul Off	LS	1	\$ 250,000	\$ 250,000	1	\$ 250,000	\$ 250,000	1	\$ 250,000	\$ 250,000
Topsoil Striping and Respread	SY	35000	\$ 0	\$ 0	35000	\$ 0	\$ 0	35000	\$ 0	\$ 0
VAN GUREN STREET IMPROVEMENTS										
Driveways	EACH	2	\$ 28,000	\$ 56,000	2	\$ 28,000	\$ 56,000	2	\$ 28,000	\$ 56,000
Sidewalk Along Street Side 18" wide	SF	7000	\$ 0	\$ 0	7000	\$ 0	\$ 0	7000	\$ 0	\$ 0
Curb and Outer Repair	LF	1800	\$ 15	\$ 27,000	1800	\$ 15	\$ 27,000	1800	\$ 15	\$ 27,000
GUEST SERVICES, SITE SECURITY, GATEWAY FEATURE										
Access gates	EACH	4	\$ 25,000	\$ 100,000	4	\$ 25,000	\$ 100,000	4	\$ 25,000	\$ 100,000
Security Systems & Emergency Phones	LS	1	\$ 60,000	\$ 60,000	1	\$ 60,000	\$ 60,000	1	\$ 60,000	\$ 60,000
Wayfinding, Signage	LS	1	\$ 60,000	\$ 60,000	1	\$ 60,000	\$ 60,000	1	\$ 60,000	\$ 60,000
Gateway Feature	EACH	2	\$ 100,000	\$ 200,000	2	\$ 100,000	\$ 200,000	2	\$ 100,000	\$ 200,000
SITE LANDSCAPE										
Trees	EACH	30	\$ 750	\$ 22,500	100	\$ 750	\$ 75,000	100	\$ 750	\$ 75,000
Shrubs	EACH	250	\$ 190	\$ 47,500	500	\$ 190	\$ 95,000	500	\$ 190	\$ 95,000
Plantings	LS	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000
Seeding	ACRE	7	\$ 12,500	\$ 87,500	7	\$ 12,500	\$ 87,500	7	\$ 12,500	\$ 87,500
Erosion Control Basket	SY	35000	\$ 3	\$ 105,000	35000	\$ 3	\$ 105,000	35000	\$ 3	\$ 105,000
ACCESS PATHS & SIDEWALK										
PCC Sidewalk	SF	25000	\$ 10	\$ 250,000	25000	\$ 10	\$ 250,000	25000	\$ 10	\$ 250,000
Aggregate Subbase 12"	SY	7000	\$ 25	\$ 175,000	12000	\$ 25	\$ 300,000	4000	\$ 25	\$ 100,000
HMA Surface, 4"	TOTAS	1700	\$ 90	\$ 153,000	2700	\$ 90	\$ 243,000	1200	\$ 90	\$ 108,000
Bicycle Parking Facility	LS	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000
ELECTRIC SERVICES & DISTRIBUTION, LIGHTING										
Event Electric Service	EACH	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000	2	\$ 25,000	\$ 50,000
Stage Electric Service	EACH	1	\$ 30,000	\$ 30,000	1	\$ 40,000	\$ 40,000	1	\$ 50,000	\$ 50,000
Event Technical 120V 20A	EACH	30	\$ 1,000	\$ 30,000	20	\$ 1,000	\$ 20,000	1,000	\$ 1,000	\$ 1,000
Electric Receptacle Control Cabinet	EACH	2	\$ 15,000	\$ 30,000	2	\$ 15,000	\$ 30,000	2	\$ 15,000	\$ 30,000
Vendor Power (Splice Boxes)	LSUM	1	\$ 10,000	\$ 10,000	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000
Additional Conduit for Future Expansion	LSUM	0	\$ -	\$ -	0	\$ -	\$ -	1	\$ 50,000	\$ 50,000
Park Lighting Ornamental Poles	EACH	30	\$ 10,000	\$ 300,000	30	\$ 10,000	\$ 300,000	30	\$ 10,000	\$ 300,000
MUSIC VENUE										
Bar - Fixed Seating	LS	0	\$ -	\$ -	1	\$ 100,000	\$ 100,000	1	\$ 100,000	\$ 100,000
Stage / Backstage Facilities	LS	1	\$ 500,000	\$ 500,000	1	\$ 1,500,000	\$ 1,500,000	1	\$ 2,000,000	\$ 2,000,000
Camp/Seating	LS	0	\$ -	\$ -	1	\$ 350,000	\$ 350,000	1	\$ 350,000	\$ 350,000
Info Tower	LS	0	\$ -	\$ -	0	\$ -	\$ -	1	\$ 250,000	\$ 250,000
Speakers	EACH	4	\$ 15,000	\$ 60,000	6	\$ 15,000	\$ 90,000	25	\$ 15,000	\$ 375,000
Turf	SY	5000	\$ 10	\$ 50,000	5000	\$ 10	\$ 50,000	5000	\$ 10	\$ 50,000
PLAYGROUND										
Playground	LS	1	\$ 190,000	\$ 190,000	1	\$ 200,000	\$ 200,000	1	\$ 200,000	\$ 200,000
Decorative Fencing	LF	250	\$ 75	\$ 18,750	250	\$ 75	\$ 18,750	250	\$ 75	\$ 18,750
CONCESSIONS, RESTROOM, PARK PAVILION										
Building Electric Service	EACH	1	\$ 25,000	\$ 25,000	2	\$ 25,000	\$ 50,000	2	\$ 25,000	\$ 50,000
Concession/Restroom/Park Pavilion Building	SF	0	\$ -	\$ -	1900	\$ 325	\$ 617,500	3000	\$ 325	\$ 975,000
Concession/Restroom Building	SF	1000	\$ 325	\$ 325,000	1000	\$ 325	\$ 325,000	3000	\$ 325	\$ 975,000
RAIN GARDENS / STORMWATER										
Rain Gardens	EACH	3	\$ 25,000	\$ 75,000	3	\$ 25,000	\$ 75,000	3	\$ 25,000	\$ 75,000
SKATING AREA / POND										
Seating Area	EACH	1	\$ 180,000	\$ 180,000	1	\$ 180,000	\$ 180,000	1	\$ 180,000	\$ 180,000
MARKET STRUCTURE										
Building Electric Service	EACH	0	\$ -	\$ -	1	\$ 25,000	\$ 25,000	1	\$ 25,000	\$ 25,000
Building	SF	0	\$ -	\$ -	3000	\$ 250	\$ 750,000	3000	\$ 250	\$ 750,000
Bill's Purpose Pole Building/Pavilion	SF	2000	\$ 190	\$ 380,000	0	\$ -	\$ -	0	\$ -	\$ -
PARK AMENITIES										
Turf Recharge	EACH	30	\$ 600	\$ 18,000	30	\$ 600	\$ 18,000	30	\$ 600	\$ 18,000
Benches	EACH	30	\$ 2,000	\$ 60,000	30	\$ 2,000	\$ 60,000	30	\$ 2,000	\$ 60,000
Picnic Tables	EACH	30	\$ 2,000	\$ 60,000	30	\$ 2,000	\$ 60,000	30	\$ 2,000	\$ 60,000
Drinking Fountains	EACH	5	\$ 20,000	\$ 100,000	5	\$ 20,000	\$ 100,000	5	\$ 20,000	\$ 100,000
Landscape Feature	EACH	1	\$ 15,000	\$ 15,000	0	\$ -	\$ -	0	\$ -	\$ -
Sculpture Feature	EACH	0	\$ -	\$ -	2	\$ 10,000	\$ 20,000	0	\$ -	\$ -
Costs Summary										
Const. Subtotal	\$	6,424,750			9,769,250			11,746,250		
Contingency (10%)	\$	642,475			976,925			1,174,625		
Const. + Contingency	\$	7,067,225			10,746,175			12,920,875		
Design (10%)	\$	642,475			976,925			1,174,625		
CM (10%)	\$	642,475			976,925			1,174,625		
Total	\$	8,352,175			12,700,025			15,261,125		

*Excludes special waste



Fischel Park (Downers Grove IL) Bandshell



Fischel Park (Downers Grove IL) Bandshell bids for construction and Improvements.



BID OPENING – FISHEL PARK BANDSHELL CONSTRUCTION & IMPROVEMENTS

September 21, 2010, 2:00 p.m.

BID SUBMITTED BY	Base Bid	Alt. 1 (Add) Water Feature Allowance	Alt. 2 (Deduct) Manufactured Stone in lieu of Stone Veneer	Alt. 3 (Deduct) Kalwall Panels in lieu of Insulation Glass Panels	Alt. 4 (Deduct) Eliminate LED Lighting in N & S Towers	Alt. 5 (Deduct) Ornamental Metal Features Steel not Bronze
1. KCI – Knudsen Construction, Inc. 1440 Huntington Dr. Calumet City, IL 60409	\$1,533,923.00	\$65,000.00	(\$49,800.00)	\$5,800.00 (ADD)	(\$42,400.00)	(\$36,500.00)
2. Central Lakes Construction, Co. 749 Pinecrest Drive Prospect Heights, IL 60070	\$1,488,000.00	\$65,000.00	(\$15,000.00)	\$5,500.00 (ADD)	(\$29,000.00)	(\$7,000.00)
3. Simpson Construction Company 701 Twenty-Fifth Avenue Bellwood, IL 60104	\$1,475,000.00	\$65,000.00	(\$16,000.00)	\$6,400.00 (ADD)	(\$37,800.00)	(\$26,063.00)
4. R B Construction, Inc. 6001 N. Villa Avenue Villa Park, IL 60181	\$1,460,000.00	\$65,000.00	(\$20,000.00)	\$7,000.00 (ADD)	(\$34,900.00)	(\$24,000.00)
5. R. L. Sohol General Contractor, 14150 S. Route 30, Suite 201 Plainfield, IL 60544	\$1,398,000.00	\$66,000.00	(\$89,000.00)	\$6,000.00 (ADD)	(\$44,850.00)	(\$9,500.00)
6. Expedia Construction Corp. 855 E. Golf road, Suite 2143 Arlington Heights, IL 60005	\$1,540,000.00	\$65,000.00	(\$31,000.00)	\$6,900.00 (ADD)	(\$31,000.00)	(\$23,600.00)
7. Chicago Commercial Contactors 11921 Smith Drive Huntley, IL 60142	\$1,470,000.00	\$65,000.00	(\$14,000.00)	\$7,216.00 (ADD)	(\$38,800.00)	(\$26,100.00)
8. Poulos Incorporated Construction 735 Laramie Avenue Chicago, IL 60644	\$1,445,000.00	\$65,000.00	(\$9,000.00)	\$6,500.00 (ADD)	(\$30,000.00)	(\$5,500.00)
9. Reliable & Associates Construction 235 N. Ogden Avenue Chicago, IL 60607	\$1,556,333.00	\$65,000.00	(\$500.00)	\$41,504.00 (ADD)	(\$38,800.00)	(\$16,062.00)
10. Camosy Construction 43451 N. US Hwy 41 Zion, IL 60099	\$1,397,000.00	\$65,000.00	(\$31,000.00)	\$7,200.00 (ADD)	(\$29,000.00)	(\$27,000.00)
11. Schaeffges Brothers, Inc. 851 Seton Court, Suite 2A Wheeling, IL 60090	\$1,541,000.00	\$65,000.00	(\$42,400.00)	\$7,200.00 (ADD)	(\$31,290.00)	(\$20,000.00)

Feasibility and Financing

Village Operated Scenario

Annual revenue and expenses of Village net of revenue and expenses shared with artists and promoter.

	Concept 1	Concept 2	Concept 3
Number of Events	10	12	14
Revenue	\$1,124,000	\$1,001,000	\$ 824,000
Expenses	\$ 398,000	\$ 334,000	\$ 240,000
Profit	\$ 727,000	\$ 667,000	\$ 584,000

Note: All figures rounded to nearest \$1,000.

Leased Scenario

Annual revenue and expenses of Village related to multi-year lease to promoter plus Village-sponsored events. Number of events would depend on specifics in contract to be negotiated.

	Concept 1	Concept 2	Concept 3
Number of Events	TBD	TBD	TBD
Revenue	\$ 802,000	\$ 692,000	\$ 473,000
Expenses	\$ 138,000	\$ 138,000	\$ 138,000
Profit	\$ 664,000	\$ 554,000	\$ 336,000

Financing / Bonding (Village Operated Scenario)

	Concept 1	Concept 2	Concept 3
# of Events	10	12	14
80% of Profit	\$ 581,000	\$ 534,000	\$ 355,000
Cost Estimate	\$14,890,000	\$11,710,000	\$ 8,950,000
30-Yr – 2.95%	\$11,468,000	\$10,526,000	\$ 7,001,000
Financing Shortfall	\$ 3,422,000	\$ 1,184,000	\$ 1,949,000

Note: All figures rounded to nearest \$1,000.

Financing / Bonding (Leased Scenario)

	Concept 1	Concept 2	Concept 3
# of Events	TBD	TBD	TBD
80% of Profit	\$ 531,000	\$ 443,000	\$ 268,000
Cost Estimate	\$14,890,000	\$11,710,000	\$ 8,950,000
30-Yr – 2.95%	\$10,483,000	\$ 8,742,000	\$ 5,296,000
Financing Shortfall	\$ 4,407,000	\$ 2,968,000	\$ 3,654,000

Village Operated Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Artist and Promoter Revenue and Expebnses					
Number of Events	4	6	8	2	4
Tickets Sold per Event	7,200	4,000	2,000	5,000	1,500
Tickets Sold	28,800	24,000	16,000	10,000	6,000
Average ticket price	65	50	20	5	20
Show Revenue					
Gross Ticket Sales	\$ 1,872,000.00	\$ 1,200,000.00	\$ 320,000.00	\$ 50,000.00	\$ 120,000.00
Less Sales Tax	168,480.00	108,000.00	28,800.00	4,500.00	10,800.00
Less Amusement Tax	28,080.00	18,000.00	4,800.00	-	1,800.00
Net Ticket Revenue	1,675,440.00	1,074,000.00	286,400.00	45,500.00	107,400.00
Merchandise					
Gross Merchandise Sales	57,600.00	48,000.00	32,000.00	5,000.00	12,000.00
Less Sales Tax	5,184.00	4,320.00	2,880.00	450.00	1,080.00
Less Cost of Merchandise	28,800.00	24,000.00	16,000.00	2,500.00	6,000.00
Net Profit	23,616.00	19,680.00	13,120.00	2,050.00	4,920.00
Artist Share	18,892.80	15,744.00	10,496.00	1,537.50	3,936.00
Venue Share	4,723.20	3,936.00	2,624.00	512.50	984.00
Promoter Share	-	-	-	-	-
Ticket Fee Income (Ticketmaster)	100,800.00	84,000.00	56,000.00	-	21,000.00
Show Expenses					
Rent (Paid to Venue)	\$ 160,000.00	\$ 150,000.00	\$ 120,000.00	\$ -	\$ 40,000.00
Artist Hospitality	16,000.00	24,000.00	4,000.00	3,200.00	2,000.00
Marketing & Advertising	50,263.20	32,220.00	8,592.00	1,365.00	3,222.00
Catering & Food	8,000.00	6,000.00	8,000.00	3,000.00	2,000.00
Stage Hands	8,640.00	7,200.00	4,800.00	-	1,800.00
Support Staff	17,280.00	14,400.00	9,600.00	6,000.00	3,600.00
Sound & Lights	60,000.00	60,000.00	32,000.00	8,000.00	16,000.00
Event Liability Insurance Expense	16,992.00	14,160.00	9,440.00	5,900.00	3,540.00
Total Event Expenses	337,175.20	307,980.00	196,432.00	27,465.00	72,162.00
Show Net Profit					
Artist Share	1,156,417.88	666,861.00	86,968.80	33,537.50	33,888.30
Promoter/Presenting Partner	200,739.72	114,903.00	13,495.20	-	5,285.70
Promoter Revenue					
Share of Show Profit	200,739.72	114,903.00	13,495.20	-	5,285.70
Sponsorships	-	-	-	-	-
Advertising	-	-	-	-	-
Food Vendor Fees	-	-	-	-	-
Beverage Concession Sales	-	-	-	-	-
Less Sales Tax	-	-	-	-	-
Total Promoter Revenue	200,739.72	114,903.00	13,495.20	-	5,285.70
Promoter Expenses					
Concessions for Resale	-	-	-	-	-
Salaries Expense	-	-	-	-	-
Contract Services	-	-	-	-	-
Bank Fees	-	-	-	-	-
Equipment Rental	-	-	-	-	-
Other Expense	-	-	-	-	-
Total Promoter Expenses	-	-	-	-	-
Promoter Net Profit	200,739.72	114,903.00	13,495.20	-	5,285.70

Village Operated Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Village Revenue and Expenses					
Venue Revenue					
Net Ticket Revenue				45,500.00	
Rent (Received from Show Expenses)	160,000.00	150,000.00	120,000.00	-	40,000.00
Sponsorships	36,000.00	24,000.00	24,000.00	18,000.00	12,000.00
Advertising	24,000.00	14,400.00	9,600.00	8,000.00	6,400.00
Food Vendor Fees	25,600.00	24,000.00	32,000.00	9,600.00	4,000.00
Facility Fee Income	72,000.00	60,000.00	40,000.00	-	15,000.00
Venue Share - Merchandise Profit	4,723.20	3,936.00	2,624.00	512.50	984.00
Subtotal	322,323.20	276,336.00	228,224.00	36,112.50	78,384.00
Parking income	3,600.00	5,400.00	7,200.00	1,800.00	3,600.00
Beverage Concession Sales	518,400.00	432,000.00	288,000.00	120,000.00	108,000.00
Subtotal	522,000.00	437,400.00	295,200.00	121,800.00	111,600.00
Less Sales Tax	(46,980.00)	(39,366.00)	(26,568.00)	(10,962.00)	(10,044.00)
Subtotal	475,020.00	398,034.00	268,632.00	110,838.00	101,556.00
Total Venue Revenue	\$ 797,343.20	\$ 674,370.00	\$ 496,856.00	\$ 146,950.50	\$ 179,940.00
Venue Expenses					
Salaries Expense	50,263.20	32,220.00	8,592.00	1,365.00	3,222.00
Contract Services	67,017.60	42,960.00	11,456.00	1,820.00	4,296.00
Concessions for Resale	129,600.00	108,000.00	72,000.00	30,000.00	27,000.00
Bank Fees	800.00	1200.00	1600.00	400.00	800.00
Equipment Rental	12000.00	12000.00	8000.00	4,000.00	4,000.00
Show Expenses				27,465.00	
Artist Expenses				33,537.50	
Other Expense	-	-	-	-	-
Total Venue Expenses	259,680.80	196,380.00	101,648.00	98,587.50	39,318.00
Venue Net Profit	537,662.40	477,990.00	395,208.00	48,363.00	140,622.00

Village Operated Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Assumptions:					
Gross Beverage Concessions per capita	3.00	3.00	3.00	2.00	3.00
Average price per beverage	6.00	6.00	6.00	6.00	6.00
Average Cost of Beverage per capita	1.50	1.50	1.50	1.50	1.50
Beverage Concessions COGS	25.0%	25.0%	25.0%	25.0%	25.0%
Merchandise per capita	2.00	2.00	2.00	0.50	2.00
Merchandise COGS	50.0%	50.0%	50.0%	50.0%	50.0%
Venue share of Merchandise Sales	20.0%	20.0%	20.0%	25.0%	20.0%
Promoter Share of Merchandise Sales	0.0%	0.0%	0.0%	0.0%	0.0%
Ticket Fee per capita	2.50	2.50	2.50	-	2.50
Facility Fee per capita	3.50	3.50	3.50	-	3.50
Number of Food Vendors	8.00	8.00	8.00	6.00	2.00
Fee per Food Vendor	800.00	500.00	500.00	800.00	500.00
Parking Spots	300.00	300.00	300.00	300.00	300.00
Gross Parking per Car	3.00	3.00	3.00	3.00	3.00
Advertisers	12.00	8.00	4.00	8.00	4.00
Advertising Fee per Ad	500.00	300.00	300.00	500.00	400.00
Artist Hospitality	2,000.00	2,000.00	500.00	200.00	500.00
Marketing/Advertising Expense	3.0%	3.0%	3.0%	3.00%	3.0%
Sponsors	3.00	2.00	2.00	6.00	2.00
Sponsor Fees	3,000.00	2,000.00	1,500.00	1,500.00	1,500.00
Salaries Expense	3.00%	3.00%	3.00%	3.00%	3.00%
Contractor Expense	4.0%	4.0%	4.0%	4.0%	4.0%
Promoter's Share of Salaries & Contractor Expense	0.0%	0.0%	0.0%	0.0%	0.0%
Insurance per capita	0.59	0.59	0.59	0.59	0.59
Number of Acts	2.00	2.00	1.00	8.00	1.00
Acts - Flat Fee per Act				2,000.00	
Artists Split	85%	85%	85%	100.0%	85.0%
Promoter/Presenting Partner Split	15.0%	15.0%	15.0%	-	15.0%
Catering & Food - Flat Fee	2,000.00	1,000.00	1,000.00	1,500.00	500.00
Rent per Event	40,000.00	25,000.00	15,000.00	-	10,000.00
Bank Fees - Flat Fee	200.00	200.00	200.00	200.00	200.00
Sound & Lights - per event	15,000.00	10,000.00	4,000.00	4,000.00	4,000.00
Equipment Rental - per event	3,000.00	2,000.00	1,000.00	2,000.00	1,000.00
Cost per Stage Hand	150.00	150.00	150.00	150.00	150.00
#Stage Hands per 1000 tickets sold	2.00	2.00	2.00	-	2.00
Cost per Support Staff	150.00	150.00	150.00	150.00	150.00
#Support Staff per 1000 tickets sold	4.00	4.00	4.00	4.00	4.00
Other Expense - Flat Fee	-	-	-	-	-
Sales Tax (State and County)	9.0%	9.0%	9.0%	9.0%	9.0%
Amusement Tax (County)	1.5%	1.5%	1.5%	0.0%	1.5%
Notes:					
1 Music events are those where musical performance is the focus of the event. Could be symphony, rock, jazz, country, etc.					
2 Fest events are those where some music, if any, is secondary such as ribfest, Taste of FP, brewfest, winefest, etc.					
3 Plan only includes income generating events. Remaining 353 days allow for park to be used for other events or no events.					



Village Operated Scenario

Annual Income		\$ 726,647		Concept 1			
Single Music Events		4					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:	10 - Year Bond		20 - Year Bond		30 - Year Bond		
Interest Rate	2.05%	2.10%	2.80%	2.80%	2.95%	2.95%	
80% Annual Amt Available for Principal & Interest	(581,318)	(581,318)	(581,318)	(581,318)	(581,318)	(581,318)	
Term	10	10	20	20	30	30	
Bond Principal	\$5,208,104	\$5,194,522	\$8,810,653	\$8,810,653	\$11,468,083	\$11,468,083	

Annual Income		\$ 666,975		Concept 2			
Single Music Events		6					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:	10 - Year Bond		20 - Year Bond		30 - Year Bond		
Interest Rate	2.05%	2.10%	2.80%	2.80%	2.95%	2.95%	
80% Annual Amt Available for Principal & Interest	(533,580)	(533,580)	(533,580)	(533,580)	(533,580)	(533,580)	
Term	10	10	20	20	30	30	
Bond Principal	\$4,780,413	\$4,767,947	\$8,087,121	\$8,087,121	\$10,526,323	\$10,526,323	

Annual Income		\$ 443,571		Concept 3			
Single Music Events		8					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:	10 - Year Bond		20 - Year Bond		30 - Year Bond		
Interest Rate	2.05%	2.10%	2.80%	2.80%	2.95%	2.95%	
80% Annual Amt Available for Principal & Interest	(354,857)	(354,857)	(354,857)	(354,857)	(354,857)	(354,857)	
Term	10	10	20	20	30	30	
Bond Principal	\$3,179,209	\$3,170,918	\$5,378,331	\$5,378,331	\$7,000,519	\$7,000,519	



Leased Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Artist and Promoter Revenue and Expenses					
Number of Events	4	6	8	2	4
Tickets Sold per Event	7,200	4,000	2,000	5,000	1,500
Tickets Sold	28,800	24,000	16,000	10,000	6,000
Average ticket price	65	50	20	5	20
Show Revenue					
Gross Ticket Sales	\$ 1,872,000.00	\$ 1,200,000.00	\$ 320,000.00	\$ 50,000.00	\$ 120,000.00
Less Sales Tax	168,480.00	108,000.00	28,800.00	4,500.00	10,800.00
Less Amusement Tax	28,080.00	18,000.00	4,800.00	-	1,800.00
Net Ticket Revenue	1,675,440.00	1,074,000.00	286,400.00	45,500.00	107,400.00
Gross Merchandise Sales					
Gross Merchandise Sales	57,600.00	48,000.00	32,000.00	5,000.00	12,000.00
Less Sales Tax	5,184.00	4,320.00	2,880.00	450.00	1,080.00
Less Cost of Merchandise	28,800.00	24,000.00	16,000.00	2,500.00	6,000.00
Net Profit	23,616.00	19,680.00	13,120.00	2,050.00	4,920.00
Artist Share	18,892.80	15,744.00	10,496.00	1,537.50	2,952.00
Venue Share	-	-	-	512.50	984.00
Promoter Share	4,723.20	3,936.00	2,624.00	-	984.00
Ticket Fee Income (Ticketmaster)	100,800.00	84,000.00	56,000.00	-	21,000.00
Show Expenses					
Rent (Paid to Venue)	\$ 400,000.00	\$ 300,000.00	\$ 100,000.00	\$ -	\$ 40,000.00
Artist Hospitality	16,000.00	4,000.00	4,000.00	3,200.00	2,000.00
Marketing & Advertising	50,263.20	32,220.00	8,592.00	1,365.00	3,222.00
Catering & Food	8,000.00	6,000.00	8,000.00	3,000.00	2,000.00
Stage Hands	8,640.00	7,200.00	4,800.00	-	1,800.00
Support Staff	17,280.00	14,400.00	9,600.00	6,000.00	3,600.00
Sound & Lights	60,000.00	60,000.00	32,000.00	8,000.00	16,000.00
Event Liability Insurance Expense	16,992.00	14,160.00	9,440.00	5,900.00	3,540.00
Total Event Expenses	577,175.20	457,980.00	176,432.00	27,465.00	72,162.00
Show Net Profit					
Artist Share	952,417.88	539,361.00	103,968.80	33,537.50	32,904.30
Promoter/Presenting Partner	169,462.92	96,339.00	19,119.20	-	6,269.70
Promoter Revenue					
Share of Show Profit	169,462.92	96,339.00	19,119.20	-	6,269.70
Sponsorships	36,000.00	24,000.00	24,000.00	-	-
Advertising	24,000.00	14,400.00	9,600.00	-	-
Food Vendor Fees	25,600.00	38,400.00	51,200.00	-	-
Beverage Concession Sales	518,400.00	432,000.00	288,000.00	-	-
Less Sales Tax	(46,656.00)	(38,880.00)	(25,920.00)	-	-
Total Promoter Revenue	726,806.92	566,259.00	365,999.20	-	6,269.70
Promoter Expenses					
Concessions for Resale	129,600.00	108,000.00	72,000.00	-	-
Salaries Expense	50,263.20	32,220.00	8,592.00	-	-
Contract Services	67,017.60	42,960.00	11,456.00	-	-
Bank Fees	800.00	1,200.00	1,600.00	-	-
Equipment Rental	12,000.00	12,000.00	8,000.00	-	-
Other Expense	-	-	-	-	-
Total Promoter Expenses	259,680.80	196,380.00	101,648.00	-	-
Promoter Net Profit					
Promoter Net Profit	467,126.12	369,879.00	264,351.20	-	6,269.70



Leased Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Village Revenue and Expenses					
Venue Revenue					
Net Ticket Revenue				45,500.00	
Rent (Received from Show Expenses)	400,000.00	300,000.00	100,000.00	-	40,000.00
Sponsorships	-	-	-	18,000.00	12,000.00
Advertising	-	-	-	8,000.00	6,400.00
Food Vendor Fees	-	-	-	9,600.00	4,000.00
Facility Fee Income	72,000.00	60,000.00	40,000.00	-	15,000.00
Venue Share - Merchandise Profit	-	-	-	512.50	984.00
Subtotal	472,000.00	360,000.00	140,000.00	36,112.50	78,384.00
Parking income	3,600.00	5,400.00	7,200.00	1,800.00	3,600.00
Beverage Concession Sales	-	-	-	120,000.00	108,000.00
Subtotal	3,600.00	5,400.00	7,200.00	121,800.00	111,600.00
Less Sales Tax	(324.00)	(486.00)	(648.00)	(10,962.00)	(10,044.00)
Subtotal	3,276.00	4,914.00	6,552.00	110,838.00	101,556.00
Total Venue Revenue	\$ 475,276.00	\$ 364,914.00	\$ 146,552.00	\$ 146,950.50	\$ 179,940.00
Venue Expenses					
Salaries Expense	-	-	-	1,365.00	3,222.00
Contract Services	-	-	-	1,820.00	4,296.00
Concessions for Resale	-	-	-	30,000.00	27,000.00
Bank Fees	-	-	-	400.00	800.00
Equipment Rental	-	-	-	4,000.00	4,000.00
Show Expenses	-	-	-	27,465.00	-
Artist Expenses	-	-	-	33,537.50	-
Other Expense	-	-	-	-	-
Total Venue Expenses	-	-	-	98,587.50	39,318.00
Venue Net Profit	475,276.00	364,914.00	146,552.00	48,363.00	140,622.00



Leased Scenario

	Music			Weekend Fest	UTA
	Concept 1	Concept 2	Concept 3		
Assumptions:					
Gross Beverage Concessions per capita	3.00	3.00	3.00	2.00	3.00
Average price per beverage	6.00	6.00	6.00	6.00	6.00
Average Cost of Beverage per capita	1.50	1.50	1.50	1.50	1.50
Beverage Concessions COGS	25.0%	25.0%	25.0%	25.0%	25.0%
Merchandise per capita	2.00	2.00	2.00	0.50	2.00
Merchandise COGS	50.0%	50.0%	50.0%	50.0%	50.0%
Venue share of Merchandise Sales	0.0%	0.0%	0.0%	25.0%	20.0%
Promoter Share of Merchandise Sales	20.0%	20.0%	20.0%	0.0%	20.0%
Ticket Fee per capita	2.50	2.50	2.50	-	2.50
Facility Fee per capita	3.50	3.50	3.50	-	3.50
Number of Food Vendors	8.00	8.00	8.00	6.00	2.00
Fee per Food Vendor	800.00	800.00	800.00	800.00	500.00
Parking Spots	300.00	300.00	300.00	300.00	300.00
Gross Parking per Car	3.00	3.00	3.00	3.00	3.00
Advertisers	12.00	8.00	4.00	8.00	4.00
Advertising Fee per Ad	500.00	300.00	300.00	500.00	400.00
Artist Hospitality	2,000.00	2,000.00	500.00	200.00	500.00
Marketing/Advertising Expense	3.0%	3.0%	3.0%	3.00%	3.0%
Sponsors	3.00	2.00	2.00	6.00	2.00
Sponsor Fees	3,000.00	2,000.00	1,500.00	1,500.00	1,500.00
Salaries Expense	3.00%	3.00%	3.00%	3.00%	3.00%
Contractor Expense	4.0%	4.0%	4.0%	4.0%	4.0%
Promoter's Share of Salaries & Contractor Expense	100.0%	100.0%	100.0%	0.0%	0.0%
Insurance per capita	0.59	0.59	0.59	0.59	0.59
Number of Acts	2.00	2.00	1.00	8.00	1.00
Acts - Flat Fee				2,000.00	
Artists Split	85%	85%	85%	100.0%	85.0%
Promoter/Presenting Partner Split	15.0%	15.0%	15.0%	-	15.0%
Catering & Food - Flat Fee	2,000.00	1,000.00	1,000.00	1,500.00	500.00
Rent per Season	400,000.00	300,000.00	100,000.00	-	40,000.00
Bank Fees - Flat Fee	200.00	200.00	200.00	200.00	200.00
Sound & Lights - per event	15,000.00	10,000.00	4,000.00	4,000.00	4,000.00
Equipment Rental - per event	3,000.00	2,000.00	1,000.00	2,000.00	1,000.00
Cost per Stage Hand	150.00	150.00	150.00	150.00	150.00
#Stage Hands per 1000 tickets sold	2.00	2.00	2.00	-	2.00
Cost per Support Staff	150.00	150.00	150.00	150.00	150.00
#Support Staff per 1000 tickets sold	4.00	4.00	4.00	4.00	4.00
Other Expense - Flat Fee	-	-	-	-	-
Sales Tax (State and County)	9.0%	9.0%	9.0%	9.0%	9.0%
Amusement Tax (County)	1.5%	1.5%	1.5%	0.0%	1.5%

Notes:

- 1 Music events are those where musical performance is the focus of the event. Could be symphony, rock, jazz, country, etc.
- 2 Fest events are those where some music, if any, is secondary such as ribfest, Taste of FP, brewfest, winefest, etc.
- 3 Plan only includes income generating events. Remaining 353 days allow for park to be used for other events or no events.



Leased Scenario

Annual Income		\$ 664,261		Concept 1			
Single Music Events		4					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:		10 - Year Bond		20 - Year Bond		30 - Year Bond	
Interest Rate		2.05%	2.10%	2.80%	2.80%	2.95%	2.95%
80% Annual Amt Available for Principal & Interest		(531,409)	(531,409)	(531,409)	(531,409)	(531,409)	(531,409)
Term		10	10	20	20	30	30
Bond Principal		\$4,760,961	\$4,748,546	\$8,054,213	\$8,054,213	\$10,483,490	\$10,483,490

Annual Income		\$ 553,899		Concept 2			
Single Music Events		6					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:		10 - Year Bond		20 - Year Bond		30 - Year Bond	
Interest Rate		2.05%	2.10%	2.80%	2.80%	2.95%	2.95%
80% Annual Amt Available for Principal & Interest		(443,119)	(443,119)	(443,119)	(443,119)	(443,119)	(443,119)
Term		10	10	20	20	30	30
Bond Principal		\$3,969,963	\$3,959,610	\$6,716,066	\$6,716,066	\$8,741,736	\$8,741,736

Annual Income		\$ 335,537		Concept 3			
Single Music Events		8					
Three-day Fests		2					
Small Music Events Under Awning		4					
Bond Financing:		10 - Year Bond		20 - Year Bond		30 - Year Bond	
Interest Rate		2.05%	2.10%	2.80%	2.80%	2.95%	2.95%
80% Annual Amt Available for Principal & Interest		(268,430)	(268,430)	(268,430)	(268,430)	(268,430)	(268,430)
Term		10	10	20	20	30	30
Bond Principal		\$2,404,896	\$2,398,625	\$4,068,411	\$4,068,411	\$5,295,507	\$5,295,507



Chastain Park Lease

AN ORDINANCE

17-O-

BY


AN ORDINANCE TO RENEW THE CHASTAIN PARK AMPHITHEATER CONTRACT TO PROVIDE FOR FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000.00) OF IMPROVEMENTS TO BE PERFORMED BY THE CHASTAIN VENTURE BY MAY 2018, AND TO MAKE CERTAIN ADDITIONAL AMENDMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns a public entertainment facility located in Chastain Park, known as the Chastain Park Amphitheater (“Amphitheater”); and

WHEREAS, the Chastain Venture (the “Venture”) is a Georgia joint venture consisting of the Robert W. Woodruff Arts Center, Inc. on behalf of the Atlanta Symphony Orchestra, and Live Nation Worldwide, Inc. on behalf of Live Nation Atlanta; and

WHEREAS, the City and the Chastain Venture have in place an agreement for the lease and management of the Amphitheater (the agreement, including the three amendments thereto, the “Agreement”); and

WHEREAS, the Agreement is set to expire on December 31, 2020, and provides that the Venture shall have the first right to negotiate a renewal of the Agreement; and

WHEREAS, the Parties acknowledge and agree that the Amphitheater requires upgrading in order to remain competitive with other local concert arenas; and

WHEREAS, the current Agreement does not contemplate additional upgrades; delaying upgrades until 2021 will likely reduce the number of performers who present concerts at the Amphitheater, reduce patron attendance, and reduce the revenue generated by the Amphitheater; and

WHEREAS, it is in the best interest of the City to re-negotiate the Agreement to allow for immediate Amphitheater upgrades; and

WHEREAS, the duration of the re-negotiated Agreement (“Fourth Amendment”) must be sufficient to fully amortize the cost of the upgrades; and

WHEREAS, pursuant to the Fourth Amendment, the Venture would perform five million one hundred thousand dollars (\$5,100,000.00) of Amphitheater upgrades by May 2018 and would have twenty years in which to amortize the costs; the City’s net revenue from the Amphitheater during the twenty years would be substantially greater than under the current terms of the Agreement; and

Chastain Park Lease

WHEREAS, pursuant to the Fourth Amendment, some of the additional net revenue will be paid to the Mayor's Youth Scholarship Program; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the City enter the Fourth Amendment; and

WHEREAS, the Fourth Amendment, including the immediate upgrade of the Chastain Amphitheater, is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1. Authorization

The Mayor, on behalf of the City, is hereby authorized to execute and enter a fourth amendment to the Agreement (the "Fourth Amendment") that renews and amends the Agreement between the City and the Venture for the Chastain Park Amphitheater, and is materially the same as the document attached hereto as Exhibit "A".

Section 2. Length of Renewal

- a) The current term of the Agreement shall be deemed to have ended on December 31, 2016. The Fourth Amendment shall have a term of ten years, beginning retroactively on January 1, 2017 and continuing through December 31, 2026.
- b) The Venture, at its sole discretion, will have an option to renew the Agreement for an additional ten years, from January 1, 2027 through and including December 31, 2036 ("Fifth Amendment") (the Fourth Amendment and Fifth Amendment collectively, the "Amendments").
- c) The City may terminate the Amendments without cause and without penalty, with 365 days advance written notice to the Venture.
 - If the City exercises its right to termination without cause, the City will reimburse the Venture for its "Unamortized Improvement Costs" (as defined in Exhibit A hereto) of the capital improvements performed pursuant to the Fourth Amendment.
 - If the Venture does not exercise its option for a Fifth Amendment, such decision will be at no cost to the City, and the City will not owe the Venture any Unamortized Improvement Costs.
- d) There will be no additional renewal options beyond December 31, 2036.

Section 3. Capital Improvements

The Venture will perform and complete five million one hundred thousand dollars (\$5,100,000.00) of capital improvements (the "Improvements") to the Amphitheater by May 2018, but only after receiving prior written consent by the Mayor or his designee of the plans and specifications therefor.



Chastain Park Lease

Section 4. Base Rent

- a) The base rent currently paid by the Venture to the City is \$300,000 annually.
- b) The annual base rent pursuant to the Amendments shall be as follows:

<u>Years</u>	<u>Annual Rent</u>
2017-2020	\$300,000
2021-2025	\$325,000
2026- 2030	\$350,000
2031-2035	\$375,000
2036	\$400,000

Section 5. Seat Surcharge

- a) Currently, the Venture collects a per-seat surcharge of \$4.50, from which the City receives:
 - \$1.50 dedicated exclusively to repair and improvement of Chastain Park; and
 - \$1.00 dedicated to payment of Amphitheater sound-control expenses.
- b) The Amendments increase the per-seat surcharge to \$8.00, from which the City will receive:
 - \$1.50 dedicated exclusively to repair and improvement of Chastain Park; and
 - \$2.00 dedicated exclusively to the Mayor's Youth Scholarship Program for the sole purpose of funding scholarships.
- c) Pursuant to the Amendments, the Venture will receive \$4.50 of each \$8.00 per-seat surcharge:
 - The Venture must utilize a minimum of \$2.50 from each seat surcharge for the sole purpose of amortizing the Improvements; and
 - The Venture will pay for all Amphitheater sound-control expenses.

Section 6. Repair and Maintenance Costs

- a) Currently, the City pays the Amphitheater's structural repair and maintenance costs; the Venture pays the remainder of Amphitheater repair and maintenance costs.
- b) Pursuant to the Amendments, the Venture will pay all Amphitheater repair and maintenance costs, including structural repair and maintenance, except that the City will pay the repair and maintenance costs for the Amphitheater's underground water and sewer infrastructure.

Section 7. Local Key Man Provision

The local corporation of Live Nation Worldwide, Inc. is Live Nation Atlanta, the president of which is Peter Conlon.

- a) Pursuant to the Fourth Amendment, in the event that Peter Conlon is no longer employed by Live Nation Atlanta or its parent company, the Fourth Amendment will automatically terminate on October 1st of the calendar year that is one year

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after the year in which Mr. Conlon's employment ends. This termination provision will not apply to the Fifth Amendment.

- b) There will be no penalty to the City for such automatic termination, provided that the City reimburses the Venture for its Unamortized Improvement Costs (as defined in Exhibit A hereto).

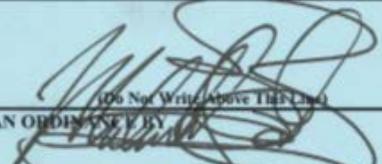
Section 8. Except as set forth herein, the material terms set forth in the Agreement shall remain unchanged.

Section 9. With the exception of funds earmarked above for deposit into the Mayor's Youth Scholarship Program Account, all account information regarding City revenue derived from the Amendments shall be as follows:

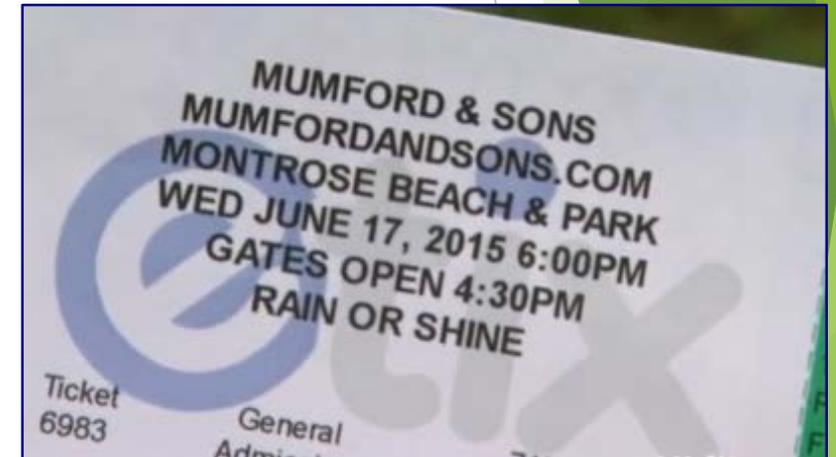
Section 10. All account information regarding City revenue derived from the Amendments, and dedicated to the Mayor's Youth Scholarship Program, shall be as follows:

Section 11. All ordinances and resolutions in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of said conflict.

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 <small>(Do Not Write Above This Line)</small>	First Reading Committee _____ Date _____ Chair _____ Referred To _____		FINAL COUNCIL ACTION <input type="checkbox"/> 2 nd <input type="checkbox"/> 1 st & 2 nd <input type="checkbox"/> 3 rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote
AN ORDINANCE BY _____ AN ORDINANCE TO RENEW THE CHASTAIN PARK AMPHITHEATER CONTRACT TO PROVIDE FOR FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000.00) OF IMPROVEMENTS TO BE PERFORMED BY THE CHASTAIN VENTURE BY MAY 2018, AND TO MAKE CERTAIN ADDITIONAL AMENDMENTS; AND FOR OTHER PURPOSES.	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____ _____ _____ _____ Refer To _____	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____ _____ _____ _____ Refer To _____	CERTIFIED
<input type="checkbox"/> CONSENT REFER <input type="checkbox"/> REGULAR REPORT REFER <input type="checkbox"/> ADVERTISE & REFER <input type="checkbox"/> 1ST ADOPT 2ND READ & REFER <input type="checkbox"/> PERSONAL PAPER REFER	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____ _____ _____ _____ Refer To _____	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____ _____ _____ _____ Refer To _____	MAYOR'S ACTION
Date Referred Referred To: _____ Date Referred Referred To: _____ Date Referred: Referred To: _____	Refer To _____		

Mumford & Sons promoter concert



Mumford & Sons promoter to pay \$65,000 to Park District to reschedule concert

Marcus Mumford of Mumford & Sons, performs on the "What" stage during the 2015 Bonnaroo Music & Arts Festival on June 13 in Manchester, Tennessee.(Jason Merritt/Getty Images)

[Tracy Swartz](#) [Contact Reporter](#) Chicago Tribune

Mumford & Sons promoter, JAM, has to pay up to reschedule the band's Montrose Beach concert Mumford & Sons concert promoter JAM Productions will pay the Chicago Park District \$65,000 for moving its North Side concert from Wednesday to Friday, a Park District spokeswoman said Thursday.

The fee is on top of the \$100,000 permit fee and \$25,000 security deposit the Park District initially charged the promoter to hold the sold-out concert at Cricket Hill by Montrose Beach. JAM representatives did not return Tribune requests for comment. Mumford announced the scheduling change -- which they blamed on this week's rainy weather delaying construction of the stage -- on their Facebook page at about 1 p.m. Wednesday, less than two hours before the gates were scheduled to open for the show. The British rockers arrived at Cricket Hill late Wednesday afternoon and apologized to those who showed up for the concert, which is expected to draw 35,000 fans.

Tressa Feher, chief-of-staff for Uptown Ald. [James Cappleman](#) (46th) said JAM contacted the alderman about postponing the concert just after 10 a.m., Wednesday. Cappleman pushed the promoter to get the stage up in time so the show could go on as scheduled, Feher said.

The alderman expressed concern about how the postponement would affect neighborhood parking since parking is not allowed in areas near the lakefront in the lead-up to the concert, Feher said. Lack of parking and increased traffic have been complaints from Uptown-area residents about past shows at Montrose Beach.

Continued

Mumford & Sons promoter concert

[Mumford & Sons visit concert site to apologize for rescheduling](#)

Park District spokeswoman Jessica Maxey-Faulkner also said it was JAM's decision to postpone the show. "The postponement was an accommodation requested by the promoter and granted by the Park District," Maxey-Faulkner wrote in an email to the Tribune. The Park District will amend the permit it initially granted JAM so it can hold Friday's concert, Maxey-Faulkner said. The original agreement, obtained by the Tribune through a [Freedom of Information Act](#) request, was for the event to be held only on Wednesday. "Refunds will not be granted for inclement weather. Permits are non-transferable. No rain dates will be issued," according to the contract between the Park District and JAM. Under the agreement, neither the promoter nor the Park District was to be held responsible for losses if the event is delayed or prevented because of "war, revolution, terrorism, riot, or other disorder, fire, flood or act of God."

The popular band was set to perform at Montrose Beach on June 17, 2015, before an abrupt postponement. (CBS Chicago) JAM billed the original event as rain or shine and offered refunds online for ticket-holders who couldn't make it to Friday's show, which is scheduled to again start at 6 p.m. and run until 10 p.m. Gates are set to open at 3 p.m. British rock band The Maccabees are an opening act. Ticket-holders can also use the tickets for Mumford's Saturday show in Waverly, Iowa. The postponement of the show may lead to logistic problems for the Uptown neighborhood. Concert organizers were supposed to move out of the site by Friday at 10:59 p.m., according to the park permit. It's unclear what the new timeline for clean-up is. Feher said about 20 residents have contacted the alderman's office in the last day with concerns about parking in relation to the postponed Mumford show. Traffic in the area "still might be tricky for the weekend," Feher said. The scheduling change also has affected at least one Saturday event at Montrose Harbor. The Country Sole 10-mile race will be rerouted farther south on the lakefront path to avoid Cricket Hill, said Colin Pekovitch, event director for race host All Community Events. The 4- and 1-mile companion races do not have to be rerouted. The courses for the races, which feature a concert by Kristian Bush of country duo Sugarland, were set in January, Pekovitch said. Pekovitch said he worked out a new plan with the Park District Thursday afternoon. About 3,000 runners and spectators are expected to attend the race. "It just puts stress on the event," Pekovitch said about the last-minute change.

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[Mumford & Sons](#)
[James Cappleman](#)
[Freedom of Information Act](#)



RiverEdge Park, Aurora Illinois

- State of Illinois
 - \$8 Million Grant
- Forest Preserve District of Kane County
 - Donated \$2 Million (for pedestrian overpass)
- Dunham Fund
 - Donated \$2 Million
- Fox Valley Park District
 - Donated \$3 Million (pledged during a land swap in 2009)
 - » There are 20 other listed sponsors.

The AMP Rogers Arkansas

- WalMart
 - Title Sponsor
 - Donated \$2.5 Million
- Johnelle Hunt
 - Donated the Land
 - Donated a \$3 Million Loan
- Willard and Pat Walker Charitable Foundation
 - Donated \$2.5 Million
- The remaining amount is being subsidized by 34 other sponsors.

