

# FACILITY USE PERMIT

Oct 31, 2019

**Permit Number:**  
58P7UNOWOG6Y  
**Approved By:**  
Heidi Reihing  
**Approved Date:**  
08/14/2019



By using this permit you agree to the terms and conditions of [Yates Elementary School](https://www.facilitron.com/terms/yes40505) (view at <https://www.facilitron.com/terms/yes40505>) and [Facilitron, Inc.](https://www.facilitron.com/terms) (view at: <https://www.facilitron.com/terms>).

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

<b>Permit Holder:</b>	Lexington Fayette Urban County Government
<b>Contact Name:</b>	Lee Prater
<b>Contact Email:</b>	lprater@lexingtonky.gov
<b>Contact Phone:</b>	8592882912
<b>Event Name:</b>	Extended School Program
<b>Maximum Daily Attendance:</b>	40
<b>Location:</b> <a href="#">View Map</a>	Yates Elementary School 695 East New Circle Road Lexington KY 40505
<b>Activity:</b>	Other (meeting, class, etc.)

# Yates Elementary School

## Terms of Use

### FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

### WITNESSETH:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.
2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment ("Equipment") specified in Exhibit "A."

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3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than \$1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.

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b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

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h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to additional use by Applicant of any facility or grounds in the District.

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o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.



**EXHIBIT A (ESP)**

**DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**

**APPLICANT:** LFUCG Parks and Recreation,  
Extended School Program (ESP)

**FACILITY:** See Attachments 1 and 3

**DATE(S):** See Attachments 1 and 3

**TIME(S):** See Attachments 1 and 3

**USAGE FEE:** See Comments

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library	-----	-----	-----	\$11.20	-----
Auditorium	-----	-----	-----	-----	-----
Cafeteria	-----	-----	-----	\$22.10	-----
Kitchen	-----	-----	-----	\$11.20	-----
Gymnasium	-----	-----	-----	\$17.65	-----
Football Field	-----	-----	-----	-----	-----
Running Track	-----	-----	-----	-----	-----
Baseball Field	-----	-----	-----	-----	-----
Softball Field	-----	-----	-----	-----	-----
Other	-----	-----	-----	\$22.10	-----
<b>Subtotal</b>	-----	-----	-----	-----	-----
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)	-----	-----	-----	\$29.25	-----
Food Service Manager(s) II	-----	-----	-----	\$31.00	-----
Technical Support Staff	-----	-----	-----	\$62.00	-----
Law Enforcement Officer(s)	-----	-----	-----	\$51.50	-----
Other	-----	-----	-----	-----	-----
<b>Subtotal</b>	-----	-----	-----	-----	-----
<b>Total</b>	-----	-----	-----	-----	-----
<b>ADDITIONAL RENTAL FEES (If Applicable)</b>	-----	-----	-----	-----	-----
<b>Grand Total</b>	-----	-----	-----	-----	-----

**COMMENTS:** Area(s) to be Used (and any Equipment to be used) to be determined by each elementary school Principal; ESP to pay honoraria in lieu of fees; contract to expire July 31, 2020 (or the last day of school for students).



**EXHIBIT A (REAL)**

**DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**

**APPLICANT:** LFUCG Parks and Recreation,  
 Recreational Enrichment And Learning Program

**FACILITY:** See Attachments 2 and 3

**DATE(S):** See Attachments 2 and 3

**TIME(S):** See Attachments 2 and 3

**USAGE FEE:** See Comments

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library	-----	-----	-----	\$19.90	-----
Auditorium	-----	-----	-----	-----	-----
Cafeteria	-----	-----	-----	\$33.00	-----
Kitchen	-----	-----	-----	\$22.10	-----
Gymnasium	-----	-----	-----	\$22.10	-----
Football Field	-----	-----	-----	-----	-----
Running Track	-----	-----	-----	-----	-----
Baseball Field	-----	-----	-----	-----	-----
Softball Field	-----	-----	-----	-----	-----
Other	-----	-----	-----	\$22.10	-----
<b>Subtotal</b>	-----	-----	-----	-----	-----
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)	-----	-----	-----	\$29.25	-----
Food Service Manager(s) II	-----	-----	-----	\$31.00	-----
Technical Support Staff	-----	-----	-----	\$62.00	-----
Law Enforcement Officer(s)	-----	-----	-----	\$51.50	-----
Other	-----	-----	-----	\$0.00	-----
<b>Subtotal</b>	-----	-----	-----	-----	-----
<b>Total</b>	-----	-----	-----	-----	-----
ADDITIONAL RENTAL FEES (If Applicable)	-----	-----	-----	-----	-----
<b>Grand Total</b>	-----	-----	-----	-----	-----

**COMMENTS:**

Area(s) to be Used (and any Equipment to be used) to be determined by each middle school Principal; REAL to pay honoraria in lieu of fees; contract to expire July 31, 2020 (or the last day of school for students).





**EXHIBIT A, ATTACHMENT 1**  
**EXTENDED SCHOOL PROGRAMS (ESP)**  
**1ST AND 2ND SEMESTERS**  
**2019-2020 SCHOOL YEAR**

FCPS FACILITY	PROGRAM LICENSE NO.	LFUCG PROGRAM FEES	DATE(S) FACILITY TO BE USED	TIME(S) FACILITY TO BE USED
Athens-Chilesburg Elementary	L358333	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m. and full days
			Winter Break	- Winter Break: 7:00 a.m.-6:00 p.m.
			Spring Break	- Spring Break: 7:00 a.m.-6:00 p.m.
Garrett Morgan Elementary	L383556	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.
Julius Marks Elementary	L359031	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.
Maxwell Elementary	L358333	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m. and full days
			Winter Break	- Winter Break: 7:00 a.m.-6:00 p.m.
			Spring Break	- Spring Break: 7:00 a.m.-6:00 p.m.
The Academy for Leadership at Millcreek Elementary	L383826	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m. and full days
Mary Todd Elementary	L383717	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.
Northern Elementary	L356275	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.
Stonewall Elementary	L356400	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.
			Winter Break	- Winter Break: 7:00 a.m.-6:00 p.m.
			Spring Break	- Spring Break: 7:00 a.m.-6:00 p.m.
Yates Elementary	L383862	YES	- First day of school thru last day of school	- School days: dismissal of school until 6:00 p.m.

1 List of FCPS facilities to be used for ESP summer camps is subject to later determination, based on requests from individual schools. Once determined, dates and times for summer camps shall be indicated on Attachment 3.

2 Upon requests from individual schools, facilities may be used by ESP on "no school" days such as conference days and snow days.

Initials and Dates

*CC*  
11-6-19



**EXHIBIT A, ATTACHMENT 2**  
**RECREATIONAL ENRICHMENT AND LEARNING PROGRAMS (REAL)**  
**1ST AND 2ND SEMESTERS**  
**2019-2020 SCHOOL YEAR**

FCPS FACILITY	PROGRAM LICENSE NO.	LFUCG PROGRAM FEES	DATE(S) FACILITY TO BE USED	TIME(S) FACILITY TO BE USED
Edythe J. Hayes Middle	----	YES	- First day of school thru last day of school	- School days: 7:00 am until first bell & dismissal of school until 6:00 p.m.
Jessie Clark Middle	----	YES	- First day of school thru last day of school	- School days: 7:00 am until first bell & dismissal of school until 6:00 p.m.

1 List of FCPS facilities to be used for ESP summer camps is subject to later determination, based on requests from individual schools. Once determined, dates and times for summer camps shall be indicated on Attachment 3.

2 Upon requests from individual schools, facilities may be used by ESP on "no school" days such as conference days and snow days.



## EXHIBIT A, ATTACHMENT 3

### EXTENDED SCHOOL PROGRAMS (ESP) AND RECREATIONAL ENRICHMENT AND LEARNING PROGRAMS (REAL) SUMMER CAMPS 2019-2020 SCHOOL YEAR

FCPS FACILITY	PROGRAM LICENSE NO.	LFUCG PROGRAM FEES	DATE(S) FACILITY TO BE USED	TIME(S) FACILITY TO BE USED
Athens-Chilesburg Elementary	L358333	YES	6/3/2020 - 7/26/2020*	- Week Days: 7:00 a.m. - 6:00 p.m.
Maxwell Elementary	L358281	YES	6/3/2020 - 7/26/2020*	- Week Days: 7:00 a.m. - 6:00 p.m.
Southern Middle	----	YES	6/3/2020 - 7/26/2020*	- Week Days: 7:00 a.m. - 6:00 p.m.
Stonewall Elementary	L356179	YES	6/3/2020 - 7/26/2020*	- Week Days: 7:00 a.m. - 6:00 p.m.

\*Tentative dates for summer 2020 summer camps.



**EXHIBIT B**  
**CONTRACT SIGNATURE PAGE**

**IN WITNESS OF** the mutual agreements of the parties to abide by and comply with the terms and conditions of the District's standard Facility Usage Contract (including the provisions of Exhibits A and B and any attachments thereto, and including such modifications to the Contract, Exhibits, and attachments as may have been authorized and initialed by both parties), the parties hereunto set their hands on this 14 day of November, 2019.

**APPLICANT:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
[LFUCG Parks and Recreation, Extended School Program (ESP) & Recreational Enrichment And Learning Program (REAL)]

**BY:** *Linda Gorton*  
*(Signature of Authorized Representative)*

**NAME:** Linda Gorton

**TITLE:** Mayor

**ADDRESS:** 200 East Main Street  
Lexington, Kentucky 40507

**TELEPHONE:** (859) 288 - 2971

**EMAIL:** Lprater@lexingtonky.gov

**DISTRICT:** Fayette County Board of Education

**BY:** *[Signature]*  
*(Signature of Superintendent / Designee)*

**NAME:** Emmanuel Caulk

**TITLE:** Superintendent

**ADDRESS:** 1126 Russell Cave Road  
Lexington, Kentucky 40505

**TELEPHONE:** (859) 381 - 3824

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LINDA GORTON  
MAYOR




**LEXINGTON**

MONICA CONRAD  
DIRECTOR  
PARKS & RECREATION

**MEMORANDUM**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, CAO  
Urban County Council Members

**FROM:**   
Monica Conrad, Director  
Parks and Recreation

**RE:** Facility Usage Contracts

**DATE:** August 30, 2019

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Request

This is a request for Council approval of Facility Usage Contracts between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP) and Recreational Enrichment and Learning (REAL) program.

Why are you requesting?

Department needs this action completed because:

These Facility Usage Contracts are for the purpose of using FCPS facilities for our ESP and REAL programs. These contracts cover the 2019-2020 school year and will expire July 29, 2020. An honorarium is paid from the ESP fund in lieu of rental fees.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$99,500.00

The cost for future FY is: unknown

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Budgeted

Account number: 4202 707606 7511 71299

File Number: 0942-19

Director/Commissioner: Monica Conrad



## Mackenzie Sommers

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**To:** Samantha Coleman  
**Subject:** RE: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

Copies of the Exhibits containing the original signatures and initials were made and included with each facility use permit that was given to the CCO. There are originals on Permit number 58R7UNOWOG6Y.

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**From:** Samantha Coleman <[scoleman@lexingtonky.gov](mailto:scoleman@lexingtonky.gov)>  
**Sent:** Wednesday, November 13, 2019 12:41 PM  
**To:** Mackenzie Sommers <[msommers@lexingtonky.gov](mailto:msommers@lexingtonky.gov)>  
**Subject:** FW: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

See law's opinion below for the contracts I am dropping off to you from Rose.

**Samantha Coleman**  
*Deputy Council Clerk*  
Council Clerk's Office

859.258.3627 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Rosemary Olive <[rolive@lexingtonky.gov](mailto:rolive@lexingtonky.gov)>  
**Sent:** Tuesday, October 22, 2019 12:25 PM  
**To:** Samantha Coleman <[scoleman@lexingtonky.gov](mailto:scoleman@lexingtonky.gov)>  
**Subject:** RE: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

You're welcome!

**Rose Olive**  
*Administrative Specialist, Sr.*  
Parks & Recreation

859.288.2964 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Samantha Coleman <[scoleman@lexingtonky.gov](mailto:scoleman@lexingtonky.gov)>  
**Sent:** Tuesday, October 22, 2019 12:22 PM  
**To:** Rosemary Olive <[rolive@lexingtonky.gov](mailto:rolive@lexingtonky.gov)>  
**Subject:** FW: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

Noted. Thank you for checking, Rose!

**Samantha Coleman**  
*Deputy Council Clerk*  
Council Clerk's Office

859.258.3627 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Abigail Allan <[aallan@lexingtonky.gov](mailto:aallan@lexingtonky.gov)>  
**Sent:** Tuesday, October 22, 2019 11:55 AM  
**To:** Samantha Coleman <[scoleman@lexingtonky.gov](mailto:scoleman@lexingtonky.gov)>  
**Subject:** FW: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

**Abigail Allan**  
*Council Clerk*  
Council Clerk's Office

859.258.3241 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Megan Griffith <[mgriffith@lexingtonky.gov](mailto:mgriffith@lexingtonky.gov)>  
**Sent:** Tuesday, October 22, 2019 11:54 AM  
**To:** Rosemary Olive <[rolive@lexingtonky.gov](mailto:rolive@lexingtonky.gov)>  
**Cc:** Monica Conrad <[mconrad@lexingtonky.gov](mailto:mconrad@lexingtonky.gov)>; Penny B Ebel <[pebel@lexingtonky.gov](mailto:pebel@lexingtonky.gov)>; Lee Prater <[lfarar@lexingtonky.gov](mailto:lfarar@lexingtonky.gov)>; Abigail Allan <[aallan@lexingtonky.gov](mailto:aallan@lexingtonky.gov)>  
**Subject:** RE: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

All –  
One original signature on Exhibit B and one original initials/date on Exhibit A will be fine.

Please let me know if you have any other questions!

**Megan J. Griffith**  
*Attorney*  
Department of Law  
(859) 258-3500  
[mgriffith@lexingtonky.gov](mailto:mgriffith@lexingtonky.gov)



NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

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**From:** Rosemary Olive <[rolive@lexingtonky.gov](mailto:rolive@lexingtonky.gov)>  
**Sent:** Tuesday, October 22, 2019 11:15 AM



**To:** Megan Griffith <[mgriffith@lexingtonky.gov](mailto:mgriffith@lexingtonky.gov)>  
**Cc:** Monica Conrad <[mconrad@lexingtonky.gov](mailto:mconrad@lexingtonky.gov)>; Penny B Ebel <[pebel@lexingtonky.gov](mailto:pebel@lexingtonky.gov)>; Lee Prater <[lfarar@lexingtonky.gov](mailto:lfarar@lexingtonky.gov)>; Abigail Allan <[aallan@lexingtonky.gov](mailto:aallan@lexingtonky.gov)>  
**Subject:** RE: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

Good morning, Megan,

I asked the Council Clerk's office if we needed an Exhibit B with an original signature for each ESP Facility Use Contract or if one with an original signature would suffice for all of the contracts/locations. They recommended I check with you. To refresh your memory, I attached one of the ten contracts and the Exhibits. Can you please let me know your opinion so I can send the proper paperwork for execution?

Thank you,

**Rose Olive**  
*Administrative Specialist, Sr.*  
Parks & Recreation

859.288.2964 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Lee Prater <[lfarar@lexingtonky.gov](mailto:lfarar@lexingtonky.gov)>  
**Sent:** Thursday, September 5, 2019 3:54 PM  
**To:** Megan Griffith <[mgriffith@lexingtonky.gov](mailto:mgriffith@lexingtonky.gov)>; Rosemary Olive <[rolive@lexingtonky.gov](mailto:rolive@lexingtonky.gov)>  
**Cc:** Penny B Ebel <[pebel@lexingtonky.gov](mailto:pebel@lexingtonky.gov)>; Monica Conrad <[mconrad@lexingtonky.gov](mailto:mconrad@lexingtonky.gov)>  
**Subject:** FW: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

Please see updated FCPS forms and response from Ms. Reihing from central office.

**Lee Farar Prater, PHR**  
*Extended School Program Manager*  
General Services

859.288.2912 office  
[lexingtonky.gov](http://lexingtonky.gov)



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**From:** Reihing, Heidi [<mailto:heidi.reihing@fayette.kyschools.us>]  
**Sent:** Thursday, September 5, 2019 3:51 PM  
**To:** Lee Prater  
**Subject:** RE: LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

[EXTERNAL] Use caution before clicking links and/or opening attachments.

It looks good. I'm sorry that I missed that.

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**From:** Lee Prater <[lfarar@lexingtonky.gov](mailto:lfarar@lexingtonky.gov)>  
**Sent:** Thursday, September 5, 2019 3:50 PM  
**To:** Reihing, Heidi <[heidi.reihing@fayette.kyschools.us](mailto:heidi.reihing@fayette.kyschools.us)>  
**Subject:** LFUCG--PARKS REC -- ESP REAL 2019-2020.xls

**EXTERNAL MAIL:**

I forwarded that you had sent me but Law noticed a few wrong dates and the past Mayor's name of on this. I tweaked and correct the dates at the bottom of Exhibit A pages, removed the page numbers, and changed to our current Mayor. Please review and let me know if you agree. Thank you and apologies for all the extra steps.

Respectfully,

Lee Prater

**CAUTION:** This email originated from outside of FCPS. Do not click links, or open attachments unless you recognize the sender and know the content is safe.