



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
NEIGHBORHOOD PARK CENTER
MANAGEMENT RULES AND REGULATIONS

The Lexington-Fayette Urban County Government, Division of Parks and Recreation, at its discretion, may authorize a recognized community group or Neighborhood Association (the "Center Keyholder"), in Lexington- Fayette County, Kentucky to manage a Center owned by the Lexington-Fayette Urban County Government, Division of Parks and Recreation. A written agreement with LFUCG providing this authorization for the Center is required.

This authorization is given by LFUCG with the understanding that the Center Keyholder understands and fully agrees that all activities, functions and gatherings that anything it schedules or allows in the Center will be wholesome in nature; that it will not discriminate against any individual or group based on race, color, national origin, sex, age, religion, disability, sexual orientation or gender identity; that it will not violate any federal, state or local law; and will, to the best of its ability, protect the Center from damage by either its members of the general public or others that the Center Keyholder has authorized to use the Center. For the purpose of these guidelines, the Neighborhood Park Center is defined as the permanent structure or building and the immediate grounds on which the Center is located.

A. CENTER KEYHOLDER

As manager of the Center, the Center Keyholder shall have the right to obtain keys to the Center for the purpose of entering the Center at its discretion; to schedule any activities it deems appropriate; and to rent or allow the Center to be used by individuals or groups.

The Center Keyholder shall ensure that all doors and windows to the Center are locked and secure when the building is not being used to host an event. The Center Keyholder shall only provide keys to employees, agents, officers, invitees, or sub-lessees as necessary, and shall ensure that all such keys are returned immediately upon the conclusion of the events for which they are distributed. Each Center Keyholder shall be required to maintain a Key Log detailing the current holders of all keys to the Center to include rental parties. The log shall denote when the key was assigned and when it was returned. This log shall be available for inspection by the division upon request. The Center Keyholder shall immediately notify Owner should it lose any key to the Center, and shall reimburse Owner for the cost of replacing all locks on the Center immediately upon demand.

Furthermore, a list of key holders shall be provided in conjunction with the required biannual financial reports. Violation of this provision may result in termination of the Center Keyholder's authorization to manage the Neighborhood Park Center.

No current or prospective member of the Center Keyholder's group may serve as a key holder who has been convicted of any of the following, or who has charges pending for any of the



following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:

- i. Any crime or offense in which the victim was a minor;
- ii. Any crime or offense of a sexual nature;
- iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
- iv. Any crime or offense involving illegal drugs within the last five (5) years;
- v. More than one offense involving alcohol or firearm within the last five (5) years.

B. RENTAL OF THE CENTER

The Center Keyholder may, at their discretion, rent the Center to individuals or groups for their exclusive use for an agreed time period. The Center Keyholder will ensure that the individual(s) or group(s) renting the Center do not interfere with the public's general access to the park, except as to the specific Center being rented. However, it shall remain the responsibility of the Center Keyholder to ensure that the Center is maintained in a safe, neat, and orderly condition, that the Center is not accessed by unauthorized parties, and that the Center is not used for activities that violate any applicable statute, regulation, or ordinances, or cause a disturbance to others.

The Center Keyholder is responsible for requiring each user of the Center to sign a Center Rental Agreement. These agreements should include all rules and regulations pertaining to the rental or use of the Center. A sample of an appropriate Center Rental Agreement is attached.

The Center Keyholder establish rental fees for the Center and notify the Division of Parks and Recreation each year of these rates and at any time they are changed. The Center Keyholder is encouraged to provide discounted rates for non-profit or like groups.

In order to be permitted to access the Center to work with, in, at or for the Center as a youth leader (any person who is paid or volunteers to work as a leader of youth in an activity or programming that is open to the general public), each such person must first successfully clear a criminal background check. The Center Keyholder must perform a criminal background check with the Kentucky State Police on every prospective youth leader. No prospective youth leader shall be permitted access to the Center in such a capacity who has either been convicted of, plead guilty to, or has current charges pending related to any of the following crimes:

- i. Any crime or offense in which the victim was a minor;
- ii. Any crime or offense of a sexual nature;
- iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
- iv. Any crime or offense involving illegal drugs within the last five (5) years;
- v. More than one offense involving alcohol or firearm within the last five (5) years.

In addition to obtaining a background check, the Center Keyholder is required to keep the following records related to youth leaders and shall make them available for inspection by LFUCG upon request: the names, home addresses, and telephone numbers of all youth leaders

as well as those whose applications are still under review, and shall submit to the Division of Parks and Recreation a signed, written statement verifying that all acting youth leaders have passed their background checks by no later than two (2) weeks before the youth-leader directed activity begins or occurs.

C. INCOME RECEIVED BY THE GROUP

The Division of Parks and Recreation recommends that the Center Keyholder hold all income received from renting the Center at a recognized bank or credit union. All proceeds generated by rental of the Center shall be used to provide maintenance or improvements to the Center, or in support of programming in the parks, which shall only be undertaken with advance written consent from the Division of Parks and Recreation. The proceeds generated may also be used to pay insurance premiums for use of the Center. The Center Keyholder must appoint or elect an officer to manage all income received from renting the Center. The Center Keyholder must file a financial report twice a year with the Division of Parks and Recreation in the form provided, and shall make its books and accounts related to the rental of the Center available to the Division of Parks and Recreation, or its designee, for inspection and audit with reasonable notice at reasonable times.

This report must include all monies received by the group from rentals of the Center, and any expenses paid for the express purpose of improving and maintaining the Center, supporting programming in the parks, or operating the Center on behalf of Parks and Recreation programs. It is the responsibility of the group to provide the Director of Parks and Recreation a completed Biannual Financial Report form on July 30 of each calendar year for the time period of January 1-June 30 and on January 30 of each calendar year for the time period of July 1 – December 30.

D. IMPROVEMENTS TO CENTER

Any and all improvements that the Association wants to make to the Center other than what would be considered routine maintenance must be presented to the Director of the Division of Parks and Recreation in writing and must contain the following information:

1. A detailed description of the improvement
2. Drawings and/or sketches as applicable
3. Exact location of improvement
4. Funding source for the improvement
5. Description of material and supplies to be used
6. Starting and completion date for the project

After the Director has reviewed the request, the Center Keyholder will be notified in writing of the Director's decision and, if approved, any additional requirements that may be imposed by the Division of Parks and Recreation. It should be fully understood that under no condition can work commence until approval has been granted. Any and all improvements made to a Center owned by the Lexington-Fayette Urban County Government becomes the property of Lexington-Fayette Urban County Government.

E. SUPPORTING PARKS PROGRAMMING

If the Center Keyholder elects to use proceeds from the rental of the Center to support programming in the parks, it must notify the Director of the Division of Parks and Recreation, in

writing before making such an expenditure, with a brief summary of the type and nature of such support. Such expense must be approved by the Director of the Division of Parks and Recreation.

F. PARKS AND RECREATION USE OF THE CENTER

The Division of Parks and Recreation shall retain the right to use the Center at its discretion. The Division of Parks and Recreation shall have the responsibility of coordinating Parks' use of the Center with the Center Keyholder's representative and shall make every effort to avoid conflict with its use. If conflict cannot be avoided, the final decision regarding use shall rest with the Division of Parks and Recreation.

G. POLITICAL ACTIVITIES

It is unlawful for any individual or group to use a Lexington-Fayette Urban County Government Center for the purpose of attempting to persuade individuals or groups to support or adhere to a particular political party or ideology. An individual or group may rent the Center and pay an agreed to fee in advance for the exclusive use of the Center for a period of time, and may, at its discretion, promote political activities at that Center.

H. MAINTENANCE OF CENTER

The Division of Parks and Recreation will, at its discretion, schedule routine maintenance at the Center on an on- going basis and does recognize that it has ultimate responsibility for the upkeep and care of the Center. It is expected and anticipated that the group will provide custodial service for any and all activities that it schedules or sanctions at the Center. Otherwise, the Center Keyholder shall notify LFUCG in writing of maintenance or repair needs to the Center immediately upon discovery of such needs. In the case of a rental at the Center the Center Keyholder shall be permitted to collect in advance, a damage and/or cleanup deposit and if necessary, use this fee to repair and/or clean the Center after said rental.

I. ACTIONS PROHIBITED DURING USE OF THE CENTER

In accordance with Sec. 14-19.4 of the LFUCG Code of Ordinances, no person shall carry a concealed deadly weapon in any building or portion of any building owned, leased, occupied or controlled by the Lexington-Fayette Urban County Government. Any person carrying a concealed deadly weapon shall be denied entrance into the Center and ordered to leave the building.

In accordance with Sec. 14-62(c)(1) of the Code of Ordinances, no person shall possess, sell, deliver or consume any alcoholic beverage in any park or park facilities except when authorized by a permit issued in writing by the Director of Park and Recreation. In accordance with Sec. 14-62(c)(20), no person shall discharge any firearm or air weapon except in designated areas within the park. Further, in accordance with Sec. 14-62(c)(21), no person shall enter or remain in any park areas at a time other than during those hours which the director has specified that the facilities are open for public use. All activities scheduled in the Center must conclude **no later than 11:00 p.m.**

In accordance with Sec. 14-103 of the Code of Ordinances, smoking is prohibited within a reasonable distance from the outside entrance of the Center so as to ensure that tobacco smoke does not enter the building through entrances, windows, ventilation systems, or other means.

With the exception of service animals, dogs and other animals are not permitted in the Center.

J. RENTAL EVENT MAINTENANCE STIPEND

LFUCG may reimburse the Neighborhood Association up to \$5,000.00 annually for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and programs at the Center. Such services may include but are not limited to: building cleaning, floor maintenance, emergency contract services, deep cleaning, window cleaning, and carpet cleaning. All vendors must have a local business license and appropriate licenses/certifications when applicable.

Neighborhood Associations must fill out the Rental Event Maintenance Stipend Request Form. The maximum potential amount for reimbursement is \$5,000.00 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30). Reimbursements will take at least 30 business days.

K. PUBLIC RISK MITIGATION ALLOWANCE

LFUCG may reimburse the Neighborhood Association up to \$1,000.00 annually for the costs of required insurance policy premiums.

Neighborhood Associations must fill out the Public Risk Mitigation Request Form. The maximum potential amount for reimbursement is \$1,000.00 total for the fiscal year. Fiscal year is June 30 – July 1. Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year. Reimbursements will take at least 30 business days.