

Lexington-Fayette Urban County Government  
Division of Parks and Recreation  
469 Parkway Drive  
Lexington, Kentucky 40504

### **FACILITY USAGE AGREEMENT**

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Bluegrass Girls Fastpitch Softball, Inc. or its successor ("the League"), a Kentucky non-profit corporation with an address of 2000 Parkers Mill Road., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to the Deputy Director of Enterprise, Division of Parks and Recreation at 469 Parkway Dr., or via electronic mail at [mjohnson@lexingtonky.gov](mailto:mjohnson@lexingtonky.gov), or via telephone at (859) 288-2984. LFUCG shall submit all communications to the League President.

#### **I. DUTIES OF THE LEAGUE—GENERAL**

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the

League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- e. The League shall abide by all local, state, and federal laws and regulations.
- f. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- g. Parks and Recreation must be granted access to security cameras if requested
- h. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- i. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- j. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

## **II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS**

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League 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; 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” KRS 194A.380(3).
  - iv. Any crime or offense involving illegal drugs within the last five (5) years;
  - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. Above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization’s certificate of liability insurance.

## **III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE**

- a. The League shall remit to the Division of Parks and Recreation a fee equal to \$3.00 per player registered to participate in the League’s Wee Ball and T-Ball programs and \$5.00 per player in all other age groupings, per season. Payment under this subsection shall be required at the conclusion of each season’s registration period.

- b. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- c. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- d. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- e. The League shall fully comply with the Division of Parks and Recreation's Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG. The League shall be responsible for conducting an investigation of the incident in accordance with the Division of Parks and Recreation Altercation Policy and reporting the findings with outcome recommendations within two weeks to LFUCG for review. The League shall provide written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation the individual(s) accused will be suspended from all sporting activities and/or sports-related events that take place on property owned or managed by LFUCG.
- f. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- g. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

#### **IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY**

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined

by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.

- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

## V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time. **Practice fields will be available March to Mid-April and August to Mid-September.**

Name of League: Bluegrass Girls Fastpitch Softball, Inc.

Name of Park(s): Cardinal Run Park/Gainesway Park

Name/location of Field # 1: Cardinal Run Field 7

Name/location of Field # 2: Cardinal Run Field 8

Name/location of Field # 3: Gainesway Field

Name/location of Field # 4: Meadowthorpe

Name/location of Field # 5: Cardinal Run Field 2 (shared with SW Pony)

EXCEPTION(S)
NSA Dates TBD
BGSG TBD

Length of Spring Contract: From March 1, 2021 To July 31, 2021

Times (Daily Schedule) Field # 1

Monday From 3:00PM To 11:00PM  
Tuesday From 3:00PM To 11:00PM  
Wednesday From 3:00PM To 11:00PM  
Thursday From 3:00PM To 11:00PM  
Friday From 3:00PM To 11:00PM  
Saturday From 8:00AM To 11:00PM  
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 2

Monday From 3:00PM To 11:00PM  
Tuesday From 3:00PM To 11:00PM  
Wednesday From 3:00PM To 11:00PM  
Thursday From 3:00PM To 11:00PM  
Friday From 3:00PM To 11:00PM  
Saturday From 8:00AM To 11:00PM  
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 3

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From 3:00PM To Dark  
Wednesday From 3:00PM To Dark  
Thursday From 3:00PM To Dark  
Friday From 3:00PM To Dark  
Saturday From 8:00AM To Dark  
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 4

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From 3:30PM To Dark  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From Noon To 6:00PM  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 5

Monday From 3:00PM To Dark  
Tuesday From 3:00PM To Dark  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 6

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

- a. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Bluegrass Girls Fastpitch Softball, Inc.

Name of Park(s): Cardinal Run Park/Gainesway Park

Name/location of Field # 1: Cardinal Run Field 7

Name/location of Field # 2: Cardinal Run Field 8

Name/location of Field # 3: Gainesway Field

Name/location of Field # 4: Meadowthorpe

Name/location of Field # 5: Cardinal Run Field 2 (shared with SW Pony)

Length of Fall Contract: From August 16, 2021 To October 24, 2021

Times (Daily Schedule) Field # 1

Monday From 3:00PM To 11:00PM  
Tuesday From 3:00PM To 11:00PM  
Wednesday From 3:00PM To 11:00PM  
Thursday From 3:00PM To 11:00PM  
Friday From 3:00PM To 11:00PM  
Saturday From 8:00AM To 11:00PM  
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 2

Monday From 3:00PM To 11:00PM  
Tuesday From 3:00PM To 11:00PM  
Wednesday From 3:00PM To 11:00PM  
Thursday From 3:00PM To 11:00PM  
Friday From 3:00PM To 11:00PM  
Saturday From 8:00AM To 11:00PM  
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 3

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From 3:00PM To Dark  
Wednesday From 3:00PM To Dark  
Thursday From 3:00PM To Dark  
Friday From 3:00PM To Dark  
Saturday From 8:00AM To Dark  
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 4

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From 3:00PM To Dark  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From Noon To 6:00PM  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 5

Monday From 3:00PM To Dark  
Tuesday From 3:00PM To Dark  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 6

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- c. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- d. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must

- provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- e. Leagues must mandate one field to be open for public use during allotted times.
  - f. Practice field access will be granted by Parks and Recreation March to Mid-April and August to Mid-September if requested by the League and approved by Parks and Recreation.
  - g. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
  - h. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
  - i. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
  - j. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

## **VI. MAINTENANCE AND OPERATION OF FIELDS AND STRUCTURES**

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Insurance is provided for facilities and equipment owned by LFUCG. Any graffiti or vandalism on LFUCG facilities or equipment must be reported within one business day of discovery.
- c. Repairs due to graffiti or vandalism on LFUCG facilities or equipment will be managed through Parks and Recreation Maintenance Section.
- d. All Leagues must provide P&R Maintenance 2 sets of keys (one of which must be an original, not a copy) to all facilities. If locks are changed by leagues at any time, P&R must be given the new keys. P&R needs access to all facilities for emergency purposes or maintenance as defined in this agreement
- e. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the



League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions.

- All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
  - Improvements or repairs must meet LFUCG Parks and Recreation specifications.
  - Repairs or alterations to parks infrastructure including plumbing, HVAC, electrical or structural shall be performed by a state and city licensed contractor
- f. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- g. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1<sup>st</sup>. Repairs will be completed as resources permit.
- h. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- i. LFUCG shall provide the following equipment and maintenance services for the Facilities:
- i. Park Maintenance standard for bases, home plates, pitching plates, and base pegs. Non-standard bases/plates may be considered pending durability and expense. Bases and plates are provided as budget allows, not to exceed one set per game field per year.
  - ii. Refuse collection and grounds pick-up. **It is the responsibility of the league to have players and coaches pick up dugouts and dispose of trash in waste receptacles after practices and games**
  - iii. Cleaning and stocking of restrooms
  - iv. Repairs to bleachers, fences and irrigation systems
  - v. Trash cans and picnic tables
  - vi. Dragging of practice fields
  - vii. Mowing outside game fields
  - viii. Athletic field light maintenance unless covered under a service agreement
  - ix. Scoreboard maintenance for scoreboards that meet Park Maintenance specifications. Leagues must secure control boards and protect them from weather. Replacement costs of control boards stolen or left out in the weather may not be covered by LFUCG

- x. Repair of plumbing and lighting systems, excluding concession light bulbs and appliances
- j. The League shall provide the following maintenance services for the Facilities:
  - i. Dragging and marking game fields, including marking dust and drying agents
  - ii. Cleaning dugouts of all litter and debris
  - iii. Cutting, edging, and trimming grass within game fields/complexes
  - iv. Turf and infield maintenance on game fields
  - v. Repair and maintenance of batting cages
  - vi. Supervising, coordinating and managing its member's use of the baseball fields. Please note that all sport facilities in LFUCG parks are the property of the Lexington-Fayette Urban County Government, and as such, are owned and maintained for the benefit of the general public. The League's right to exclusive use of the baseball fields indicated in Sec. V, above is limited to those times in which it is actively holding practice, games or tournaments. Regardless of any other language herein, when operating at a park or sports facility that includes more than one baseball field, the League shall ensure that at least one (1) field is left open to the general public at all times


## **VII. MODIFICATION AND TERMINATION**

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

## **VIII. MISCELLANEOUS**

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.

- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

Linda Gorton, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	Leon Davis LEAGUE PRESIDENT (Print or Type Name)
DATE	2601 McCaw Ct STREET ADDRESS Lexington KY 40513 CITY STATE ZIP CODE
	859-797-4744 WORK PHONE HOME PHONE
	president@bluegrassgirlsfastpitch.com E-MAIL ADDRESS
	 LEAGUE PRESIDENT SIGNATURE
	1/4/2021 DATE

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Updated 11/3/20

**Appendix A**

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
 DIVISION OF PARKS AND RECREATION  
 469 Parkway Drive Lexington, KY 40504

Reporting Year \_\_\_\_\_  
 Spring Season  
 Summer Season  
 Fall Season

**DIVISION & GENDER REPORT**

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: \_\_\_\_\_ ... Number of Divisions \_\_\_\_\_

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ / Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

.....

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

.....

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

*Please complete additional sheets as needed to provide information for all divisions.*

**Appendix B**

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF PARKS AND RECREATION  
469 Parkway Drive Lexington, KY 40504

Reporting Year \_\_\_\_\_  
 Spring Season  
 Summer Season  
 Fall Season

**LEAGUE FINANCIAL REPORT**

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name \_\_\_\_\_

Total Number of League Participants \_\_\_\_\_

Number of Scholarships Awarded \_\_\_\_\_ Cost of Scholarships Awarded \_\_\_\_\_

Total Number of Games (Season & Tournaments) \_\_\_\_\_

Anticipated Annual League Budget \_\_\_\_\_

League Asset Balance at Beginning of Season: \_\_\_\_\_

**League Income**

Registration Fees (Sum of All Divisions): \_\_\_\_\_

Booster Fees (Sum of All Divisions): \_\_\_\_\_

Concession Revenue: \_\_\_\_\_

Fundraising Revenue: \_\_\_\_\_

Donations/Scholarships: \_\_\_\_\_

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

**Total Income:** \_\_\_\_\_

**League Expense** (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: \_\_\_\_\_

Fundraising Expenses: \_\_\_\_\_

Paid Staff/ \_\_\_\_\_ :

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

Other / \_\_\_\_\_ :

**Total Expense:** \_\_\_\_\_

**Current League Asset Balance:** \_\_\_\_\_

League President: \_\_\_\_\_

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

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

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2020 calendar year, or tax year beginning, 2020, and ending, 20

B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending. C Name of organization, Doing business as, Number and street, Room/suite, City or town, state or province, country, and ZIP or foreign postal code. D Employer identification number, E Telephone number, F Name and address of principal officer, G Gross receipts \$, H(a) Is this a group return for subordinates?, H(b) Are all subordinates included?, H(c) Group exemption number.

I Tax-exempt status: 501(c)(3), 501(c) ( ) (insert no.), 4947(a)(1) or 527. J Website: K Form of organization: Corporation, Trust, Association, Other. L Year of formation: M State of legal domicile:

Part I Summary

Table with columns for Activities & Governance, Revenue, Expenses, and Net Assets or Fund Balances. Rows include mission description, membership counts, revenue breakdown (lines 8-12), expense breakdown (lines 13-19), and asset/liability totals (lines 20-22).

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer, Date, Type or print name and title

Paid Preparer Use Only: Print/Type preparer's name, Preparer's signature, Date, Check if self-employed, PTIN, Firm's name, Firm's EIN, Firm's address, Phone no.

May the IRS discuss this return with the preparer shown above? See instructions Yes No

**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

**1** Briefly describe the organization's mission:

.....  
.....  
.....

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

**3** Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

**4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

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**4b** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

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**4c** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

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**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

**4e** Total program service expenses ▶

**Part IV Checklist of Required Schedules**

		Yes	No
<b>1</b>	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A . . . . .</i>	<b>1</b>	
<b>2</b>	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> See instructions? . . . . .	<b>2</b>	
<b>3</b>	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I . . . . .</i>	<b>3</b>	
<b>4</b>	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II . . . . .</i>	<b>4</b>	
<b>5</b>	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	<b>5</b>	
<b>6</b>	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I . . . . .</i>	<b>6</b>	
<b>7</b>	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II . . . . .</i>	<b>7</b>	
<b>8</b>	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III . . . . .</i>	<b>8</b>	
<b>9</b>	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV . . . . .</i>	<b>9</b>	
<b>10</b>	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V . . . . .</i>	<b>10</b>	
<b>11</b>	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b>	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI . . . . .</i>	<b>11a</b>	
<b>b</b>	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII . . . . .</i>	<b>11b</b>	
<b>c</b>	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII . . . . .</i>	<b>11c</b>	
<b>d</b>	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX . . . . .</i>	<b>11d</b>	
<b>e</b>	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<b>11e</b>	
<b>f</b>	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	<b>11f</b>	
<b>12a</b>	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII . . . . .</i>	<b>12a</b>	
<b>b</b>	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	<b>12b</b>	
<b>13</b>	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E . . . . .</i>	<b>13</b>	
<b>14a</b>	Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	<b>14a</b>	
<b>b</b>	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV. . . . .</i>	<b>14b</b>	
<b>15</b>	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV . . . . .</i>	<b>15</b>	
<b>16</b>	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV. . . . .</i>	<b>16</b>	
<b>17</b>	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I See instructions . . . . .</i>	<b>17</b>	
<b>18</b>	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II . . . . .</i>	<b>18</b>	
<b>19</b>	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III . . . . .</i>	<b>19</b>	
<b>20a</b>	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>	<b>20a</b>	
<b>b</b>	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .	<b>20b</b>	
<b>21</b>	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>	<b>21</b>	



**Part IV Checklist of Required Schedules** *(continued)*

		Yes	No
<b>22</b>	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		
<b>23</b>	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		
<b>24a</b>	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		
<b>b</b>	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b>	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b>	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b>	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		
<b>b</b>	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		
<b>26</b>	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		
<b>27</b>	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		
<b>28</b>	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b>	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		
<b>b</b>	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		
<b>c</b>	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		
<b>29</b>	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		
<b>30</b>	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		
<b>31</b>	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		
<b>32</b>	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		
<b>33</b>	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		
<b>34</b>	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		
<b>35a</b>	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		
<b>b</b>	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
<b>36</b>	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
<b>37</b>	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		
<b>38</b>	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.		

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

**Part V Statements Regarding Other IRS Filings and Tax Compliance** *(continued)*

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<b>2b</b>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>	
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<b>3b</b>	
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>	
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>	
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>	
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>	
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>	
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>	
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>	
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>	
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>	
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>	
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>	
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>	
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>	
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>	
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>	
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>	
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>	
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>	
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>	
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders	<b>11a</b>	
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>	
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>	
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>	
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>	
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>	
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>	
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>	
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>	
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>	
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>	

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
<b>1b</b>	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		
<b>6</b>	Did the organization have members or stockholders? . . . . .		
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	<b>a</b> The governing body? . . . . .		
<b>8b</b>	<b>b</b> Each committee with authority to act on behalf of the governing body? . . . . .		
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? <i>If "Yes," provide the names and addresses on Schedule O</i> . . . . .		

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? . . . . .		
<b>10b</b>	<b>b</b> If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .		
<b>12a</b>	<b>b</b> Describe in Schedule O the process, if any, used by the organization to review this Form 990. . . . .		
<b>12a</b>	Did the organization have a written conflict of interest policy? <i>If "No," go to line 13</i> . . . . .		
<b>12b</b>	<b>b</b> Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .		
<b>12c</b>	<b>c</b> Did the organization regularly and consistently monitor and enforce compliance with the policy? <i>If "Yes," describe in Schedule O how this was done</i> . . . . .		
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .		
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .		
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	<b>a</b> The organization's CEO, Executive Director, or top management official . . . . .		
<b>15b</b>	<b>b</b> Other officers or key employees of the organization . . . . . <i>If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).</i>		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		
<b>16b</b>	<b>b</b> If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed ► \_\_\_\_\_
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ► \_\_\_\_\_

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) .....										
(2) .....										
(3) .....										
(4) .....										
(5) .....										
(6) .....										
(7) .....										
(8) .....										
(9) .....										
(10) .....										
(11) .....										
(12) .....										
(13) .....										
(14) .....										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b>				
	<b>b</b>	Membership dues . . . . .	<b>1b</b>				
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>				
	<b>d</b>	Related organizations . . . . .	<b>1d</b>				
	<b>e</b>	Government grants (contributions)	<b>1e</b>				
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>				
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b> \$				
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . . ▶					
	<b>Program Service Revenue</b>			Business Code			
<b>2a</b>		-----					
<b>b</b>		-----					
<b>c</b>		-----					
<b>d</b>		-----					
<b>e</b>		-----					
<b>f</b>		All other program service revenue . . . . .					
<b>g</b>	<b>Total.</b> Add lines 2a-2f . . . . . ▶						
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . . ▶					
	<b>4</b>	Income from investment of tax-exempt bond proceeds ▶					
	<b>5</b>	Royalties . . . . . ▶					
	<b>6a</b>	Gross rents . . . . .	(i) Real	(ii) Personal			
			<b>6a</b>				
			<b>6b</b>				
	<b>c</b>	Rental income or (loss) . . . . .	<b>6c</b>				
	<b>d</b>	Net rental income or (loss) . . . . . ▶					
	<b>7a</b>	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
			<b>7a</b>				
			<b>7b</b>				
	<b>c</b>	Gain or (loss) . . . . .	<b>7c</b>				
	<b>d</b>	Net gain or (loss) . . . . . ▶					
	<b>8a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . .					
			<b>8a</b>				
<b>8b</b>							
<b>c</b>	Net income or (loss) from fundraising events . . . ▶						
<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .						
		<b>9a</b>					
		<b>9b</b>					
<b>c</b>	Net income or (loss) from gaming activities . . . ▶						
<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .						
		<b>10a</b>					
		<b>10b</b>					
<b>c</b>	Net income or (loss) from sales of inventory . . . ▶						
<b>Miscellaneous Revenue</b>			Business Code				
	<b>11a</b>	-----					
	<b>b</b>	-----					
	<b>c</b>	-----					
	<b>d</b>	All other revenue . . . . .					
<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . . ▶						
<b>12</b>	<b>Total revenue.</b> See instructions . . . . . ▶						

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .				
<b>4</b> Benefits paid to or for members . . . . .				
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .				
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
<b>7</b> Other salaries and wages . . . . .				
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .				
<b>9</b> Other employee benefits . . . . .				
<b>10</b> Payroll taxes . . . . .				
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .				
<b>b</b> Legal . . . . .				
<b>c</b> Accounting . . . . .				
<b>d</b> Lobbying . . . . .				
<b>e</b> Professional fundraising services. See Part IV, line 17 . . . . .				
<b>f</b> Investment management fees . . . . .				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .				
<b>12</b> Advertising and promotion . . . . .				
<b>13</b> Office expenses . . . . .				
<b>14</b> Information technology . . . . .				
<b>15</b> Royalties . . . . .				
<b>16</b> Occupancy . . . . .				
<b>17</b> Travel . . . . .				
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b> Conferences, conventions, and meetings . . . . .				
<b>20</b> Interest . . . . .				
<b>21</b> Payments to affiliates . . . . .				
<b>22</b> Depreciation, depletion, and amortization . . . . .				
<b>23</b> Insurance . . . . .				
<b>24</b> Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.) . . . . .				
<b>a</b> _____				
<b>b</b> _____				
<b>c</b> _____				
<b>d</b> _____				
<b>e</b> All other expenses _____				
<b>25</b> <b>Total functional expenses.</b> Add lines 1 through 24e . . . . .				
<b>26</b> <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year	(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .		<b>1</b>
	<b>2</b> Savings and temporary cash investments . . . . .		<b>2</b>
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>
	<b>4</b> Accounts receivable, net . . . . .		<b>4</b>
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>5</b>
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .		<b>6</b>
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>
	<b>9</b> Prepaid expenses and deferred charges . . . . .		<b>9</b>
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b>	
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b>	
	<b>11</b> Investments—publicly traded securities . . . . .		<b>10c</b>
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .		<b>11</b>
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .		<b>12</b>
	<b>14</b> Intangible assets . . . . .		<b>13</b>
	<b>15</b> Other assets. See Part IV, line 11 . . . . .		<b>14</b>
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .		<b>15</b>	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .		<b>16</b>
	<b>18</b> Grants payable . . . . .		<b>17</b>
	<b>19</b> Deferred revenue . . . . .		<b>18</b>
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>19</b>
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>20</b>
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>21</b>
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .		<b>22</b>
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>23</b>
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .		<b>24</b>
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .		<b>25</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>		
	<b>27</b> Net assets without donor restrictions . . . . .		<b>26</b>
	<b>28</b> Net assets with donor restrictions . . . . .		<b>27</b>
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>		
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>28</b>
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>29</b>
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>30</b>
	<b>32</b> <b>Total net assets or fund balances</b> . . . . .		<b>31</b>
<b>33</b> <b>Total liabilities and net assets/fund balances</b> . . . . .		<b>32</b>	



**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
<b>2b</b>	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
<b>2c</b>	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
<b>3a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
<b>3b</b>	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		



## Altercation Policy

Originator: Chuck Ellis

Date: 2001

Authorized by: Monica Conrad, Director

Date: 2020

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date: 9/28/2018

Revision Date: 4/12/19

Revision Date: 8/28/20

### **PURPOSE**

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at Parks and Recreation events/activities.

### **SCOPE**

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders, participants and fans/spectators to provide an example of self-control and integrity in the hopes that others follow their example.

### **POLICY**

#### **Leaders:**

A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

#### **Participants:**

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

#### **Fans/Spectators:**

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

#### **Barring Policy:**

Parks and Recreation Barring Policy may be enacted depending upon the circumstances of each situation. A copy of the Barring Policy will be available to all program supervisors, program officials, program volunteers and league officials.

#### **1. Fighting:**

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant, leader or spectator associated with Lexington Parks and Recreation events/activities. **Fighting may lead to barring under LFUCG Parks and Recreation Barring Policy.**

#### **A. Leaders**

**First Offense** – Minimum of three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident.

**Second Offense-** Minimum 5 year suspension up to lifetime suspension (depending on circumstances) as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. Two (2) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

## **B. Participants**

**First Offense – (Adults: 18 & over)** Minimum of three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**First Offense – (Youth: 15-17)** One (1) year suspension as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

**First Offense – (Youth: 13-14)** Suspension the remainder of the season from the date of the incident as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

**First Offense – (Youth: 12 & under)** Suspension the remainder of the season from the date of the incident as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

**Second Offense – (Adults: 18 & Over)** 5 year suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. Two (2) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**Second Offense - (Youth: 15-17)** Minimum of three (3) years suspension as a participant and/or fan/spectator from all Lexington Parks and Recreation events/activities.

**Second Offense – (Youth: 13-14)** One (1) year suspension as a participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

**Second Offense – (Youth: 12 & Under)** One (1) complete season from the date of the incident as a participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

## **C. Fans/Spectators**

**First Offense – (Adults: 18 & over)** Up to three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**First Offense – (Youth: 15-17)** One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**First Offense – (Youth: 13-14)** Suspension for the rest of the season from the date of the incident as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**First Offense – (Youth: 12 & under)** Six month (6) suspension from the date of the incident as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**Second Offense – (All ages)** Minimum of 5 year suspension up to a 10 year suspension as a fan/spectator, participant and leader from all related Lexington Parks and Recreation events/activities from the date of incident.

## **2. Unsportsmanlike Conduct**

Lexington Parks and Recreation strives to create an environment that teaches individuals the art of good sportsmanship. Unsportsmanlike conduct includes but is not limited to:

**Verbal abuse** defined as the intentional act of insulting another individual through oral measures with the aim of offending.

**Use of Racial and/or Gender Epithets** defined as the use of racial and/or gender epithets used in reference to an individual's race, ethnicity, color, gender, gender identity or sexual orientation.

**Inappropriate behavior** defined as the use of obscene or inappropriate gestures or sounds.

**Bullying** defined as a persistent pattern of mistreatment that causes harm or humiliation used in reference to an individual's race, ethnicity, color, religion, age, sex, disability, gender identity or sexual orientation.

### **A. Leaders and/or Participants - (Adults: 18 & Over)**

**First Offense** – Minimum of one (1) year suspension as a leader, participant or fan/spectator from Lexington Parks and Recreation events/activities from the date of the incident.

**Second Offense** – Up to a five (5) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. Two (2) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

### **B. Leaders and/or Participants - (Youth: 15 -17)**

**First Offense** - Immediate suspension as a participant and/or fan/spectator from current event/activity and suspension from next scheduled program event/activity.

**Second Offense** - One (1) year suspension as a participant and/or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

**Third Offense** – Minimum of two (2) year suspension as a leader, participant from Lexington Parks and Recreation events/activities. Minimum two (2) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

### **C. Leaders and/or Participants - (Youth: 13-14)**

**First Offense** - Immediate suspension as a participant and or fan/spectator from current event/activity and suspension from next scheduled program event/activity.

**Second Offense** – Up to one (1) year suspension as a participant and or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

**Third Offense** – Up to three (3) year suspension as a participant from Lexington Parks and Recreation events/activities. Minimum of two (2) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

#### **D. Leaders and/or Participants - (Youth: 12 & Under)**

**First Offense** - Immediate suspension as a participant and or fan/spectator from current event/activity and suspension from next scheduled program event/activity.

**Second Offense** – Up to one (1) full season suspension from the date of the incident as a participant and or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

**Third Offense** – Minimum of two (2) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

### **3. Procedures Following Incident**

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will:

1. Have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refuses to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials. Incidents must be reported to the appropriate activity Supervisor at Parks and Recreation within one business day. Incident report should include names of all individuals involved.
2. Individuals removed from the park or facility will be sent a notification letter either by mail or email stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the notification to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred.
3. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the email. No written statement will be considered in the investigation after the seven (7) days.
4. After the statements are received, an investigation will be conducted by:
  - Franchise League officials for incidents occurring during league play
  - A panel for incidents occurring during Parks and Recreation programs/eventsLexington Parks and Recreation will review investigation results and judgement recommendations from Franchise Leagues. For other incidents Lexington Parks and Recreation should render judgment of the altercation within ten (10) working days from the statement deadline.
5. A panel consisting of the division director/director's designee, program or rentals manager and the program supervisor of that particular program in which the altercation occurred will conduct the investigation.

6. During this investigation, the individual(s) accused will be suspended from all events/activities.
7. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before an appeal review committee appointed by the director.
8. All appeal decisions are final and are not subject to review. If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Revised September 2018

Revised April 2019

Revised August 2020 

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF PARKS AND RECREATION  
545 NORTH UPPER STREET  
LEXINGTON KENTUCKY 40508**

**Parks and Recreation (Athletes office) 288-2919**  
**Parks and Recreation (Main Office) 288-2900**  
**Police and Fire Emergency 911**  
**Police Department Administration 258-3600**

**ACCIDENT REPORT**

Submit the written accident report to the Athletics Office next business day.

Name of injured \_\_\_\_\_ Employee Yes \_\_\_ No \_\_\_

Age \_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Parent or Guardian \_\_\_\_\_

Was parent or other relative notified? Yes \_\_\_ No \_\_\_ How \_\_\_\_\_

By whom were responsible parties contacted? \_\_\_\_\_

Place of Accident:

Pool \_\_\_\_\_ Playground \_\_\_\_\_

Community Center \_\_\_\_\_ Park \_\_\_\_\_

Other \_\_\_\_\_

Date of Accident \_\_\_\_\_ Time of Incident \_\_\_\_\_

Your Supervisor's name \_\_\_\_\_

Describe how accident occurred. List specific unsafe acts and unsafe conditions that contributed to the accident. Specify tool, machine, or equipment involved.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:	Name	Address	Phone
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Was professional care administered? Yes \_\_\_ No \_\_\_

Where \_\_\_\_\_ By whom \_\_\_\_\_

Date and time accident called into Athletics Office \_\_\_\_\_

Report submitted by \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Phone \_\_\_\_\_

List any additional information or diagrams that you feel are pertinent to this accident on reverse side.

\*Call the Athletics Office (288-2919) to report any accident on the day/night of the accident.  
Submit the written accident report to the Athletics Office within 24 hours or the next business day.  
Written report may be submitted in person to 545 N. Upper Street or faxed to (859) 254-0142.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF PARKS AND RECREATION  
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Parks and Recreation (Main Office) 288-2900  
Police and Fire Emergency 911  
Police Department Administration 258-3600

**INCIDENT REPORT**

Submit the written incident report to the Athletics Office next business day.

Date of Incident \_\_\_\_\_ Location \_\_\_\_\_

Name of League \_\_\_\_\_

Person(s) Involved (Include Team Name):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Official(s) Present:

\_\_\_\_\_  
\_\_\_\_\_

Scorekeeper: \_\_\_\_\_

Summary of Incident and Actions Taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date and time incident called into Athletics Office \_\_\_\_\_

Report submitted by \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Phone \_\_\_\_\_

List any additional information or diagrams that you feel are pertinent to this accident on reverse side.

\*Call the Athletics Office (288-2919) to report any incident on the day/night of the incident.  
Submit the written incident report to the Athletics Office within 24 hours or the next business day.  
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Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date: 4/25/2018

References: Policies CAPRA 1.4.1

Revision Date: 4/25/18

Revision Date:

Revision Date:

**Purpose**

All youth activities hosted by or in partnership with the Division of Parks and Recreation will be guided by what is best for the safe and healthy development of the program participants. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

**Scope**

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

**Policy**

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners shall require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that are in leadership roles or work directly with minors.

Abuse or harassment may take several forms including but not limited to improper or inappropriate comments, actions, or gestures related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment, whether through speech or conduct, that is insulting, intimidating, humiliating, demeaning, or offensive interferes with the positive and safe experience that the Division of Parks and Recreation seeks to provide. Harassment may come from adults, teenagers, or other children. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act of 2010 defines child abuse and neglect as, at a minimum:

Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or An act or failure to act which presents an imminent risk of serious harm.

The Kentucky Unified Juvenile Code KRS 600.020 states:

- (1) Abused or neglected child means a child whose health or welfare is harmed or threatened with harm when
  - (a) his or her parent, guardian, person in a position of authority or special trust as defined in KRS 532.045, or other person exercising custodial control or supervision of the child:
    1. Inflicts or allows to be inflicted upon the child physical or emotional injury as defined in this section by other than accidental means;
    2. Creates or allows to be created a risk of physical or emotional injury as defined in this section to the child by other than accidental means;
    3. Engages in a pattern of conduct that renders the parent incapable of caring for the immediate and ongoing needs of the child including, but not limited to, parental incapacity due to alcohol and other drug abuse as defined in KRS 222.005;
    4. Continuously or repeatedly fails or refuses to provide essential parental care and protection for the child, considering the age of the child;
    5. Commits or allows to be committed an act of sexual abuse, sexual exploitation, or prostitution upon the child;
    6. Creates or allows to be created a risk that an act of sexual abuse, sexual exploitation, or prostitution will be committed upon a child;
    7. Abandons or exploits the child;
    8. Does not provide the child with adequate care, supervision, food, clothing, shelter, education or medical care necessary for the child's well-being. A parent or other person exercising custodial control or supervision of the child legitimately practicing the person's religious beliefs shall not be considered a negligent parent solely because of failure to provide specified medical treatment for a child for that reason alone. This exception shall not preclude a court from ordering necessary medical services for a child

## **Procedure**

1. Individuals in the following positions are expected to comply with the following procedures at all times: coaches, officials, staff, parks employees, volunteers, and chaperones (collectively "adult leaders"). Parents and guardians should be encouraged to support and attend their child's programs, games, and practices.
2. All practices, games, and programs shall be open to observation by parents and guardians at all times. Parents and family members may not cause a disturbance with the program while observing or they may be asked to leave.
3. Two-deep leadership: at least two adult leaders that have passed background checks shall be present at all programs, practices, and activities. The two leaders should not be closely related family members, as defined by LFUCG Nepotism Policy
4. All interaction between adult leaders and program participants shall occur in an open and observable environment. Some programs may be designated to provide services to clients/participants that require personal hygiene care. In such specified programs, trained adult leaders may provide such care, but shall be accompanied by another trained adult leader, or, if accompaniment is not possible, shall notify the program leader prior to providing and immediately after providing personal hygiene care.
5. Adult leaders shall not invite youth participants to their home without permission of a parent or guardian.
6. Should travel occur, all room checks, meetings, and other activities shall have two-deep

- leadership. If participants are paired for overnight stays, they shall be of the same gender and similar age. Any other arrangement shall be discussed with all parties and written permission obtained from the parent or guardian before hand.
7. Youth participants shall not ride in an adult leader's vehicle without another adult present unless prior parental permission is obtained.
  8. Communication between youth participants and adults shall be positive and of a relevant subject. Communication of a sexual nature is never appropriate; any individual that knows of such communication or has reason to believe that such communication may be taking place shall immediately report such to the head of the program and the Division of the Parks and Recreation.
  9. Horseplay and rough housing between youth participants and adult leaders shall be avoided.
  10. Youth participants shall have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
  11. In order to promote healthful and non-threatening interaction between youth program participants, adult leaders should ensure that youth participants are within scope of vision or range of voice, as may be appropriate, at all times.
  12. At a minimum, every franchise and partner league shall confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
  13. Every franchise and partner league shall adopt and comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
  14. Allegations of child abuse or neglect shall always be reported to and investigated by qualified social service or law enforcement.

Kentucky Revised Statute 620.030 states that any person who knows or has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky Department of State Police, the Cabinet or its designated representative; the Commonwealth's attorney or the county attorney by telephone or otherwise.

**If you think a child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-597-2331 or another agency as identified above.**

All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-2916 and/or email the Deputy Director of Recreation at [pebel@lexingtonky.gov](mailto:pebel@lexingtonky.gov). Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training.

If you are uncertain as to whether you need to file a report of dependency, neglect, or abuse, the child protection hotline (1-877-597-2331) can provide guidance on whether a specific incident must be reported.

KRS 620.050(1) states: anyone acting upon reasonable cause in the making of a report or acting under KRS 620.030 to 620.050 in good faith shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant shall have the same immunity with respect to participation in any judicial proceeding resulting from such report or action. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a [child abuse and neglect booklet](#) to help with additional questions that is available on line:

<http://chfs.ky.gov/nr/rdonlyres/0984fd14-a494-4055-9c10-98cdd433f8c9/0/childabuseandneglectbooklet.pdf>

## **Resource(s)**

Kentucky Cabinet for Health and Family Services –“Child Abuse and Neglect Booklet”

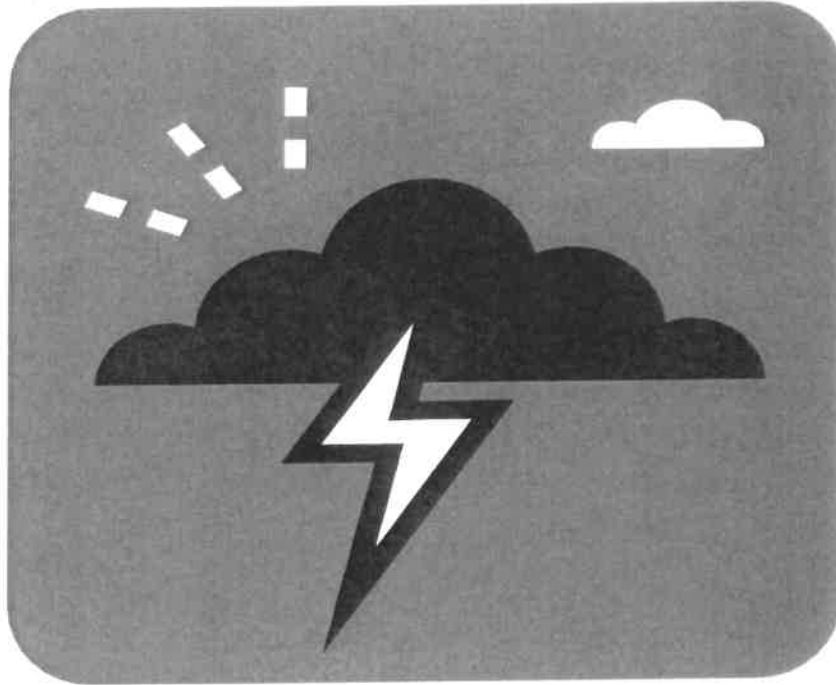
922 KAR 2:120. Child-Care Center Health and Safety Standards

The Child Abuse Prevention and Treatment Act, as amended by P.L. 111-320 The CAPTA Reauthorization Act of 2010

**KRS Title LI. Unified Juvenile Code §600.020**

**KRS 620.030 Responsibilities**

**KRS 620.050 Immunity for good-faith actions or reports**



**Lexington-Fayette Urban County Government  
Division of Parks and Recreation**

**The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.**

**SEVERE WEATHER POLICY**

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

## HEAT ADVISORY

The temperature and humidity should be factored into the Heat Index Calculation and Chart and a determination made as to the Heat Index. If schools/teams are utilizing a digital sling psychomotor that calculates the Heat Index, that number may be used to apply to the regulation table.

If a reading is determined whereby activity is to be decreased (above 95 degrees Heat Index), then re-readings would be required every thirty (30) minutes to determine if further activity should be eliminated or preventative steps taken, or if an increased level of activity can resume.

Using the following scale, activity must be altered and / or eliminated based on this Heat Index as determined -

### Under 95 degrees Heat Index

- All sports
- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
- Optional water breaks every 30 minutes for 10 minutes In duration
- Ice-down towels for cooling
- Watch/monitor athletes carefully for necessary action.

### 95 degrees to 99 degrees heat index:

- All sports
- Provide ample amounts of water. This means that water should always be available and athletes should be able to take In as much water as they desire.
- Mandatory water breaks every 30 minutes for 10 minutes In duration
- Ice-down towels for cooling
- Watch/monitor athletes carefully for necessary action.
- Contact sports and activities with additional equipment
- Helmets and other possible equipment removed while not involved in contact.
- Reduce time of outside activity. Consider postponing practice to later in the day.
- Re-check temperature and humidity every 30 minutes to monitor for increased Heat Index.

### 100 degrees to 104 degrees Heat Index

- All sports
- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire:
- Mandatory water breaks every 30 minutes for 10 minutes in duration
- Ice down towels for cooling
- Watch/monitor athletes carefully for necessary action.
- Alter uniform by removing items if possible.
- Allow for changes to dry t-shirts and shorts.

- Reduce time of outside activity as well as indoor activity if air conditioning is unavailable.
- Postpone practice to later in day.
- Contact sports and activities with additional equipment
- Helmets and other possible equipment removed if not involved in contact or necessary for safety. If necessary for safety, suspend activity.
- Re-check temperature and humidity every 30 minutes to monitor for increased Heat Index.

#### Above 104 degrees Heat Index

- All Sports
- Stop all outside activity in practice and/or play, and stop all inside activity if air conditioning is unavailable.
- This procedure is to be used until such time as the temperature is below 80 degrees as no combination of heat and humidity at that level will result in a need to curtail activity.

#### **SUMMARY**

Though much more scientific information and other alternative methods for determining Heat Index and participation restrictions are being studied, these initial steps should help ensure the health and safety of the participants in sports. Adherence to these guidelines represents a conscious effort by the community to emphasize health and safety on a much higher level than any loss of competitive preparation.