



**Bullitt County Public
Schools**
1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO

TO: Jesse Bacon 

FROM: Mark Mitchell 

DATE: March 21, 2019

RE: Board Agenda Item – Approval of Agreement - Use of Frank E. Simon Park's
Baseball Field - Bullitt Lick Middle School

Presented for Board approval is a request from Mr. Kevin Connors to enter into an agreement with the City of Shepherdsville allowing the baseball program at Bullitt Lick Middle School to use the baseball field at Frank E. Simon Park.

As designated in the agreement, a Certificate of Insurance will be provided. The agreement has been reviewed by Joe Mills with Buckman, Farris and Mills PSC and is acceptable as to form and legality.

I recommend the Board approve the request to enter into an agreement with the City of Shepherdsville for the use of the baseball field.

Attachments: City of Shepherdsville Agreement
Certificate of Insurance
Documentation





City of Shepherdsville
634 Conestoga Parkway
Shepherdsville, KY 40165
502-543-2923



Baseball Field Reservation Agreement

Coach's Name: _____ Phone number: (____) _____ Email: _____

Address: _____ City: _____ Zip Code: _____

Organization name/description: _____

Date(s) of reservation(s) _____

Hours of event(s): _____ Field requested: _____

This reservation/contract is issued in accordance with the policies, procedures and park/field rules, as established by the City of Shepherdsville. Failure to comply by any group or individual may cause revocation of this permit and agreement. Throughout these policies, the term event refers to any activity held on/at the park/field, but not limited to games, practice, and/or tournaments. Permittee refers to the person(s) entering into this contract/reservation.

Liability/Insurance Coverage is a requirement. Permittee shall take out, at their expense, and keep in force during the period covered by the agreement, broad form comprehensive general liability insurance. You must name the City of Shepherdsville, as additional insured, at least 30 days prior to the event. Limits may be in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, if applicable.

The certificate holder should be City of Shepherdsville, 634 Conestoga Parkway, Shepherdsville, KY 40165, and permittee agrees to hold harmless from any liability of damages and claim for damages for personal injury, including death, as well as for claims of property damage, which might arise from the use of the rental facilities or furnishings. Required insurance coverage may not be suspended, voided, cancelled, or reduced in coverage or in limits, unless thirty(30) days prior written notice by certified mail, return receipt requested, has been given to the City.

In compliance with the Americans with Disabilities Act of 1990, permittees are prohibited from discriminating against individuals with disabilities in any events/activities. We welcome persons with disabilities to participate in any class or activity offered by the City of Shepherdsville. We will make reasonable effort to accommodate the participants' special needs so that they may enjoy the recreational opportunities offered by our city.

My signature below signifies that: I am 21 years of age or older; I agree to abide by all the conditions of this agreement; and I also agree to pay, to the City of Shepherdsville, all costs the City may incur as a result of any failure to fully comply with all of these conditions. I have read the above and hold harmless and release agreement, and fully understand that I assume all risks for any injuries and property damage suffered.

Signature of Permittee

Today's Date

Printed name of Permittee

Today's Date



Rules of the baseball fields for Shepherdsville City Park

Scheduling: Office Clerk will schedule and coordinate all use of ball fields. The City reserves the right to add activities of the park.

Admission fees may **NOT** be charged to any event held at the field. You are not being charged for the usage of this field, therefore, you may not charge for the event.

Hours of Operation: Hours requested should include time for any of your group's special setup and cleanup needs.

Individuals associated with your event will not be allowed to enter field before the time indicated.

All individuals associated with the event must vacate the field by the indicated ending time.

NO EVENT CAN EXTEND BEYOND CITY PARK CLOSING TIME(DUSK)

Vehicles: No vehicles allowed on field or any other area (except for gravel parking lot) except emergency vehicles. All parking shall occur in designated parking area (gravel parking lot or in the park) and shall not occur on any grassed area. All parking signs shall be followed.

Trash: All trash shall be properly disposed of in the on-site trash containers. The City will be responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an as-needed basis by the **permittee**. At **NO TIME** shall trash be overflowing in containers or left in undesignated areas or the ground.

Permittee is responsible for clean up of all litter, including under, on, and around bleachers and dugouts. This is your responsibility.

Personal Property: All users are responsible for removal of their personal property from the field/park after each event. The City shall not be responsible for any personal property left at the field/park.

Dogs: Dogs must be on a leash at all times. Owners **MUST** clean up after their pets.

Generators: The use of generators and fireworks are prohibited

Warm-up drills involving batting or pitching balls **INTO** the fence are strictly **PROHIBITED**. The swinging of bats is **NOT** allowed outside the playing field. NO ONE shall be on the field unless the **COACH** is present. (a parent does not count). Players are **NOT** to climb on or hang on the fences. The field is **NOT** to be tampered with in any way.

I have read and understand the rules of the ball fields for the City of Shepherdsville Park.

Signature of Permittee

Today's Date



BULLCOU-01

VMCKENZIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lexington / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509	CONTACT Virginia McKenzie NAME: PHONE (A/C, No, Ext): (859) 685-6517 6517 FAX (A/C, No): E-MAIL Address: virginia.mckenzie@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Netherlands Insurance Co INSURER B: Indiana Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Bullitt County (KY) Board Of Education 1040 Highway 44e Shepherdsville, KY 40165	NAIC # 24171 22659	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educators Legal/Sexu GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP 8420379	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8420536	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU8420601	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			CBP 8420379	07/01/2018	07/01/2019	BLANKET

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Public School System

RE: Bullitt Lick Middle School's Baseball Team

CERTIFICATE HOLDER

CANCELLATION

City of Shepherdsville
634 Conestoga Parkway
Shepherdsville, KY 40165

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Keesh

OK



Mitchell, Mark <mark.mitchell@bullitt.kyschools.us>

FW: Baseball Field Agreement

1 message

Joe Mills <jmills@buckmanfarrislaw.com>

Wed, Mar 20, 2019 at 1:24 PM

To: "mark.mitchell@bullitt.kyschools.us" <mark.mitchell@bullitt.kyschools.us>

Mark,

I think the city's agreement is good enough. **Jesse's signature** is fine.

Joe

Joseph M. Mills

Buckman Farris & Mills

P.O. Box 460

193 S. Buckman Street

Shepherdsville, KY 40165

(502) 955-7181

www.buckmanfarrislaw.com

From: Eric Farris <efarris@buckmanfarrislaw.com>

Sent: Wednesday, March 20, 2019 11:32 AM

To: Joe Mills <jmills@buckmanfarrislaw.com>

Subject: RE: Baseball Field Agreement

From: Mitchell, Mark <mark.mitchell@bullitt.kyschools.us>

Sent: Tuesday, March 19, 2019 3:07 PM

To: Eric Farris <efarris@buckmanfarrislaw.com>; Lisa Lewis <lisa.lewis@bullitt.kyschools.us>

Cc: Sexton, Becky <becky.sexton@bullitt.kyschools.us>

Subject: Fwd: Baseball Field Agreement

Eric and Lisa,

This is the agreement from the City of Shepherdsville that is required for Bullitt Lick Middle School's baseball team to use the City's field at Frank E. Simon Park. Lisa, it looks like we'll need to provide a Certificate of Insurance. Would you mind contacting our agent and getting this sent over to the City of Shepherdsville?

Eric. since this is an agreement, would the Board chairperson sign it?

Thanks in advance for everyone's help!

Mark S. Mitchell

Mark S. Mitchell

Director of Facilities

Bullitt County Public Schools

"Remember that your influence as a leader rests on the strength of your character and that if your character is not strong, neither will the legacy you leave behind."

Lee Cockerell

----- Forwarded message -----

From: **Connors, Kevin** <kevin.connors@bullitt.kyschools.us>

Date: Tue, Mar 19, 2019 at 9:55 AM

Subject: Baseball Field Agreement

To: Mark Mitchell <mark.mitchell@bullitt.kyschools.us>

----- Forwarded message -----

From: **kevin.connors** <kevin.connors@bullitt.kyschools.us>

Date: Tue, Mar 19, 2019 at 9:54 AM

Subject: Send data from MFP11841265 03/19/2019 09:59

To: <kevin.connors@bullitt.kyschools.us>

Scanned from MFP11841265

User Name: .

Date:03/19/2019 09:59

Pages:2

Resolution:400x400 DPI

--

Kevin Connors

Principal

Bullitt Lick Middle School

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

