

DATE:

March 20, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility with Enzweiler Building Institute and Dixie Heights High School for use of their auditorium on April 17, 2025 and TurkeyFoot Middle School for use of their gymnasium on May 7, 2025.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Enzweiler Building Institute is a local trade school that requests to hold their graduation ceremony in the Dixie Heights High School auditorium and the TurkeyFoot Middle School gymnasium.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility with Enzweiler Building Institute and Dixie Heights High School for use of their auditorium on April 17, 2025 and TurkeyFoot Middle School for use of their gymnasium on May 7, 2025.

CONTACT PERSON:

Matt Wilhoite


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Facility Use Contract

This agreement made by and between the Kenton County Board of Education, the school Principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and Enzweiler Bldg. Inst. hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # 88-4312556

Category of user (1-5) 3 (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school Principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Dixie Heights Auditorium +

Turkeyfoot gymnasium

at the following times and dates: 4/17/25 6PM + 5/7/25 6PM subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after the end of the school day at this campus.
2. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the Principal.
3. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
4. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without cause by notice from Principal or designee.
5. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
6. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
7. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.

Facility Use Contract

8. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. **Campuses will be cleared for school use only.**
9. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
10. The user agrees to hold harmless and defend the Kenton County Board of Education, its employees and agents, for any claim, liability, damage, loss or expense resulting from the utilization of the facilities used hereunder.
11. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:
The liability insurance certificate is required to include the following minimum amounts:
 2,000,000 General Liability coverage in the aggregate
 \$1,000,000 General Liability coverage per occurrence
 The Kenton County Board of Education is noted as additional insured
A copy of the liability policy or declaration of coverage page must be attached to this contract.
12. An orientation has been provided.
 (Please initial) ESJ user _____ school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: _____ per hr. (min 2 hours)	Supervisory fee total: _____
Equipment fee: _____	Equipment fee total: _____
Other fees: _____	Other fees total: _____

50% of total fees to be paid as security deposit at contract signing; remainder to be paid within two (2) weeks after contracted event.

Total Fees: _____ Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Evening custodial will provide support

Misc. Considerations:

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: DX High School Enzweiler Institute

Name of Renting Organization "User"

Brian Miller

Name of "User" Representative (Print)

2751 Circleport Dr.

Address

Erlanger KY 41018

City

State

Zip

(859) 331-9500

Phone Number

bmiller@kybuilders.com

E-Mail Address

If responsible individual is other than then the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Name

Address

Telephone Number

E-Mail Address

IN WITNESS WHEREOF the Principal and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 14 day of April.

~~20-23~~ Contracts for recurring events expire on June 30th of the school year.

[Signature]
Signature of "User" Representative

Andrew
Principal

Superintendent/designee

Review/Revised: 8/7/2023

Facility Use Contract

Name of School:

Enzweiler Building Institute

Name of Renting Organization "User"

Brian Miller

Name of "User" Representative (Print)

2751 Circleport Dr.

Address

Erlanger KY 41018

City

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Zip

(859) 331-9500

Phone Number

bmliller@buildersukg.com

E-Mail Address

If responsible individual is other than then the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Name

Address

Telephone Number

E-Mail Address

IN WITNESS WHEREOF the Principal and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 14th day of April, 2025. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised:8/7/2023



HOMEBUI-01

KRISTEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

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 C.K. Ash & Associates, Inc. P.O. Box 6085 Florence, KY 41022	CONTACT NAME:		
	PHONE (A/C, No, Ext): (859) 384-5200 FAX (A/C, No): (859) 384-5207		
	E-MAIL ADDRESS: info@ckash.com		
INSURED Home Builders Assn. Of N. Ky 2751 Circleport Dr. Erlanger, KY 41018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Cincinnati Insurance Company		10677
	INSURER B : The Cincinnati Indemnity Company		23280
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EPP 0053486	1/1/2023	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		EBA 0053486	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EPP 0053486	1/1/2023	1/1/2026	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	\$				
		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EWC 0416609	1/1/2025	1/1/2026	<input type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT \$ 1,000,000				
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Crime		EPP 0053486	1/1/2023	1/1/2026	Limit: 375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Kenton County Board of Education is considered an additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education
1055 Eaton Dr
Ft Wright, KY 41017

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