



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

July 15, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Dixie Youth Athletic Association for use of the Dixie Heights stadium during non-school time on various dates during 2026-27 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Dixie Youth Athletic Association is an organization that provides boys and girls that will attend Turkey Foot Middle School and Dixie Heights High School opportunities to participate in sports.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Dixie Youth Athletic Association for use of the Dixie Heights stadium during non-school time on various dates during 2026-27 school year.

CONTACT PERSON:

Randy Borchers

A handwritten signature in blue ink, reading "Randy Borchers".

Principal/Administrator

A handwritten signature in blue ink, reading "Diana Hargy".

District Administrator

A handwritten signature in blue ink, reading "C. J. ...".

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 Dixie Youth Athletic Association hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # _____

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 Stadium

at the following times and dates: Various dates during the 2026/27 school year 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, unless otherwise approved by the Superintendent/designee.
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) MB user AW school representative

Applicable Fees:

Rental fee: \$400 per day	per hr. (min 2 hours)	Rental fee total: TBD
Custodial fee: \$48 per hour	per hr. (min 2 hours)	Custodial fee total: TBD
Supervisory fee: \$35 per hour	per hr. (min 2 hours)	Supervisory fee total: TBD
Equipment fee: N/A		Equipment fee total: N/A
Other fees: N/A		Other fees total: N/A

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: TBD **Deposit:** N/A

Checks are payable to Kenton County Board of EducationSupervision/Custodial Support Details:

There will be a custodian and Supervisor on site for your entire event and will be billed at the price listed above.

Dixie Youth is responsible for any damage to the facility.

Misc. Considerations:

Facility Use Contract

Name of School: Dixie Heights H.S.

Dixie Youth Athletic Association

Name of Renting Organization "User"

Matt Buford

Name of "User" Representative (Print)

493 Gerhard Dr.

Address

Edgewood, KY 41017

City

State

Zip

(859) 802-7450

Phone Number

matt.j.gumbos@gmail.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 _____ day of _____, 20____. **Contracts for recurring events expire on June 30th of the school year.**

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 7/7/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2026

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		CONTACT NAME: Damian Gilchrist	
DG Agency		PHONE (A/C, No, Ext): (513) 818-1923	FAX (A/C, No): (513) 685-9996
3825 Edwards Rd Suite 620		E-MAIL ADDRESS: damian@dgins-agency.com	
Cincinnati OH 45209		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: ERIE INS CO	26263
NKYFL		INSURER B:	
1866 FREEDOM TRL		INSURER C:	
INDEPENDENCE		INSURER D:	
KY 41051-7607		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			Q61-0121350	07/18/2026	07/18/2027	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**KENTON COUNTY BOARD OF EDUCATION
2044 Tuscanview Drive

Covington

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

Damian Gilchrist

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