

**CITY OF SOUTHGATE  
CAMPBELL COUNTY, KENTUCKY  
ORDINANCE 26-02**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SOUTHGATE, CAMPBELL  
COUNTY, KENTUCKY CREATING SECTION 95.03 FOR THE REGULATION OF THE  
OPERATIONS OF THE SOUTHGATE COMMUNITY CENTER**

**WHEREAS**, the City of Southgate City Council has deemed it necessary to establish the guidelines and standards for the governance and operation of the Southgate Community Center; and,

**NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:**

**SECTION I: DEFINITIONS**

The following definitions shall apply:

“City” – Means the City of Southgate, Kentucky

“Community Center Coordinator” – Means the individual employed by the City to administer the overall operational functions of the Community Center, and to implement the policies and procedures of the Community Center as adopted by the Community Center Corporation’s Board of Directors.

“Community Center Corporation” – Means the Community Center Corporation which was organized and governed by KRS 273.160 through KRS 273.390, and which operates as a tax exempt, non-profit, non-stock, charitable entity affiliated with the City of Southgate, and is governed by the Community Center Board of Directors, consistent with its By-Laws.

“Community Center” – Means any office, hall, meeting room, fitness area, parking areas, or grounds located at 301 Walnut Street, but does not include, the offices and areas, including parking areas, designated for City police department operations.

“Community Center Board of Directors” – means the members who are appointed by the Mayor of the City of Southgate, consistent with Article Three of the Amended By-Laws of the Community Center Corporation.

**SECTION II: AUTHORITY**

1. The Community Center Board of Directors shall have the general supervision, management and control of the affairs and business of the Community Center and the Community Center Corporation.

2. The Community Center Coordinator shall be responsible for the day-to-day operations of the Community Center, including, but not limited to, scheduling rentals for events, implementation of the policies and procedures governing use and maintenance of the Community Center, and protocols and pricing as set by the Community Center Board of Directors. The Community Center Coordinator shall have the right to restrict access or limit access to the Community Center, with or without prior notice, for or during emergencies, or any situation causing public safety or public health concerns, or for any person who has violated the rules of the Community Center, or any state or federal laws, while on Community Center property.
3. The Community Center Board of Directors shall be responsible for adopting and enforcing any and all protocols for facility use, including, applications by members of the general public, pricing, terms and conditions of facility use agreements. The Board shall meet at a minimum, on an annual basis to review and approve any and all protocol updates, rules and regulations for community center use, and to update and or amend provisions of the governing By-Laws for the Board of Directors. The Board of Directors shall also be responsible for regulatory and tax compliance of the Community Center with all federal, state, and local laws and regulations.
4. The Community Center Board of Directors may not make any improvements or alterations to the property without first securing approval by the City Council for the City of Southgate.
5. All revenues from the Community Center shall remain the property of the City of Southgate, Kentucky.
6. All expenditures of the Community Center shall be consistent with the budget approved in advance by the Southgate City Council.

### **SECTION III: RULES FOR FACILITY USE**

1. Rules for facility use and rental agreements shall be adopted by the Community Center Board of Directors, and shall be made available for public inspection at the Office of the Southgate City Clerk. Said rules and rental agreements may be amended from time to time by the Board of Directors consistent with the governing By-Laws.

2. All patrons making reservations at the Southgate Community Center must comply with the general guideline terms outlined in the rental agreement and the policies and procedures adopted by the Community Center Board of Directors. All rental agreements must be signed by the renter and approved by the Southgate Community Center Coordinator.
3. Rental fees for facility use, including discounts and rent reduction requests shall be set by the Community Center Board of Directors, and made available for public inspection at the office of the City Clerk.
4. The City of Southgate Community Center may be used by individuals, groups, and organizations consistent with the rules and protocols adopted by the Community Center Board of Directors.
5. All activities held at the Southgate Community Center must have adult supervision

#### **SECTION IV: PROHIBITED ACTIVITIES**

1. Controlled substances as defined by Kentucky Revised Statutes may not be brought onto or used or distributed on or about the Community Center property. Alcoholic beverages may be served at events in accordance with the Kentucky Revised Statutes and the policies and protocols adopted by the Community Center Board of Directors.
2. No person shall willfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, tables, benches, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices, placards, temporary or permanent, monuments, stakes, posts or other boundary markers or other structures or equipment from the Community Center and its property. The Community Center Coordinator may invoice any person engaging in such activity with the cost to repair, replace, or remediate any property damage.
3. It is prohibited for any person to construct or erect any building or structure of whatever kind or run or string any public service utility into, upon or across Community Center property, except upon written permission of the Mayor or Community Center Coordinator. Said structure shall be removed at the sole cost and expense of the person who caused it to be constructed or erected, without

contribution by the City, and any damage to City property shall be assessed to the person who has caused the structure to be built.

4. No person shall, while on Community Center property engage in any unlawful, loud, boisterous, threatening, abusive, insulting, or indecent language or exposure, or in disorderly conduct or behavior tending to be a breach of the public peace. The Community Center Coordinator may require said person(s) to immediately vacate the premises, and may issue a no trespass directive to that person prohibiting or restricting future access to the Community Center and its property.

#### **SECTION V: SEVERABILITY**

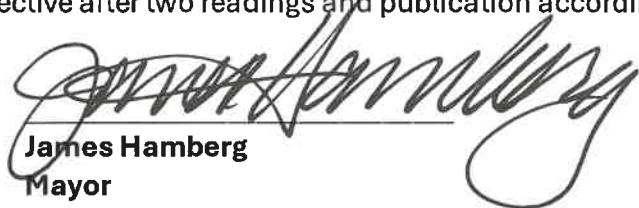
The provisions of this Ordinance are to be severable and if a part of this Ordinance is to be declared to be invalid by any Court of Law then the remaining portions of the Ordinance shall not be rendered invalid, and shall remain in full operation and effect.

#### **SECTION VI: UNCONSTITUTIONALITY**


Should any portion of this Ordinance be declared void or unconstitutional by a Court of Law then the remaining Ordinance shall remain in full force and effect.

#### **SECTION VII: EFFECTIVE DATE**

This Ordinance shall become effective after two readings and publication according to law.

  
James Hamberg  
Mayor

**Attest:**

  
Brandi Barton  
City Clerk

First Reading: 2/18/26  
Second Reading: 3/4/26

**Schedule of fees for Community Center**

<b>Facility</b>	<b>Deposit</b>	<b>Rental</b>
<b>Category 1 General rental</b>	<b>Refundable if Left in pre-condition</b>	<b>For 4 hours</b>
Large Hall	\$300	\$1,100+ Tax
Small Hall	\$150	\$100+ Tax
<b>Category 2 Community Use Meeting Non-Profit Groups</b>	<b>Deposit</b>	<b>Special rental contract</b>
Large Hall	No deposit	\$300 for Southgate groups Full price for non Southgate group
Small Hall	No deposit	No charge
<b>Category 4 RENT REDUCTIONS</b>	<b>Deposit</b>	<b>Rental</b>
a/ LARGE HALL LOCAL AND STATEWIDE PUBLIC ENTITIES OR ENTITIES WHICH THE CITY OF SOUTHGATE WOULD BENEFIT AND/OR MAY HAVE BE AFFILIATED THROUGH A MEMBERSHIP TYPE OF ORGANIZATION	No Deposit	\$300 for the Setup/Cleanup  Fee may be assessed if staff is required to monitor during the event

<b>Category 4</b> <b>RENT REDUCTION</b>		
b/ PRIVATE SCHOOLS AND COMMUNITY ORGANIZATIONS WITHIN SOUTHGATE, FOR USE OF SMALL HALL OR AN ORGANIZATION WHERE A SOUTHGATE RESIDENT IS A MEMBER	No deposit	\$0 for one time per year Small hall
Small Hall – employees	No deposit	\$0 for one time rental-per year \$150 for additional rental in year
c/ HONOR THOSE WHO CONTRIBUTED TO THE CITY OF SOUTHGATE DURING THEIR LIFETIME	LARGE HALL – Regular Deposit	\$300 setup/clean up fee

Approved at the Annual Community Center Inc. meeting on 12/17/25  
 Motion/Second: Messmer/Melville AIF 3 Aye 0 Nay

Revised 12/17/25

**CITY OF SOUTHGATE  
COMMUNITY CENTER PROTOCOLS  
(CATEGORY AND FEE STRUCTURE)  
Adopted by Board on July 16, 2025  
AMENDED AND ADOPTED ON DECEMBER 17, 2025**

Standardized fees for usage of the large hall and small hall shall be set by the Community Center Board, and approved by the Southgate City Council. The following protocols shall guide the imposition of fees Community Center use.

**GENERAL PROVISIONS  
FOR ALL CATEGORIES**

1. The City is responsible for the stewardship of the Southgate Community Center. It is the goal of the City and the Community Center Board to allow public access to the Community Center Large and Small Halls, dependent upon availability of staff for coverage, clean up and set up, and supervision, during regular hours of the Community Center as set by the Community Center Board
2. All fees shall be levied to offset operational costs, cleaning, fair depreciation and replacement if necessary
3. Any rental of facilities shall be individualized with priority given to those individuals or groups who reside within the geographic boundaries of the City of Southgate, or who serve the population of the City of Southgate. All scheduling of any usage of the large or small hall shall be through the Community Center Coordinator.
4. Profit-making groups or enterprises or individuals shall not use the facilities, unless approved by the City Council of the City of Southgate. The Community Center generally shall not be used for private commercial activities; nor shall use of the Community Center shall be granted when such use interferes with or creates a conflict with the overall reputation of the City of Southgate
5. The Community Center Coordinator shall determine consistent with the Community Center's policies and procedures, when and which halls will be available to the community for rental, and shall follow these protocols for fee structures. Persons authorized to represent officially the renting organization must sign the application and contract.
6. Approval of a request to use the hall(s) does not signify City sponsorship, endorsement, or approval of an organization or activity.
7. Southgate Community Center is a limited public forum. As such the City prohibits the rental or usage of the facilities by any community group or person for activities which

violate federal, state, or local laws; which are obscene, pornographic, or libelous; or which promote or facilitate hate crimes, discrimination against any person or groups of persons based upon race, religion, gender, or disability; or any activity which is likely to create disruption in the City, or disruption with the City's business relationships with its community partners.

8. The renting organization or entity or group shall indicate an individual who shall be responsible for the group and who shall be in attendance during the rental period.
9. The City shall require a renting organization, group, or entity or person to assume all liability for injury to individuals by reason of the lease of the small or large halls, and to indemnify and save harmless the City and its employees and elected officials and contractors from any loss or damage thereby.
10. Groups or individuals shall secure and retain insurance coverage in an amount sufficient to reimburse the City for any damages, losses, claims or demands arising from the rental of the community center
11. The renting group or organization shall reimburse the City for any damages to or replacement of property that is damaged, lost, stolen, or vandalized while under its care during the rental
12. City employees may have use of the small hall at no rental cost for one personal event per year as a fringe benefit. Other fees such as set up/clean up, bar bills, etc. shall still apply

#### **CATEGORY 1: GENERAL RENTAL OF LARGE HALL AND SMALL HALL**

Private citizen use, including residents and non-residents. Examples are: private resident or non-resident weddings, parties, or gatherings of any kind. A contract for use shall be approved and signed by the Community Center Coordinator.

Fees for Category 1 – See, Fee Schedule

#### **CATEGORY 2: COMMUNITY NON-PROFIT GROUPS: REGULAR OR ANNUAL MEETINGS**

Community non-profit groups such as governmental agencies, or organized groups that provide local, civic, educational, or cultural activities relating to or benefiting the Southgate community and are Southgate organizations. Examples of Category 2 users include but are not limited to: Southgate Volunteer Fire Dept. Southgate Optimist Club, Southgate Park & Tree Board, Scout organizations, St. Therese Church, Southgate First Church, Southgate Independent School. Any usage requires a contract for use which shall be approved and signed by the Community Center Coordinator.

Fees for Category 2 – See, Fee Schedule

### **CATEGORY 3: RENT REDUCTIONS**

#### **1. Purpose:**

This policy outlines the procedures and criteria for granting rent reductions for the use of the City of Southgate Community Center. The purpose is to promote community engagement, support local organizations, honor deceased community leaders by hosting memorials, and foster accessibility for various community and non-profit groups.

#### **2. Authority:**

The Mayor of the City of Southgate is authorized to approve rent reductions for the use of the Community Center, subject to the criteria outlined in this policy.

#### **3. Criteria for Rent Reductions for Category 3 Entities:**

##### **Rent reductions may be considered for the following:**

- **(a) Nonprofit Organizations:** Organizations holding 501(c)(3) status may be eligible for rent reductions, provided they demonstrate the following:
  - Their activities are directly beneficial to the Southgate community.
  - The proposed event is open to the public or a designated community group.
  - The event supports a charitable purpose aligned with the organization's mission.
- **(b) City-Sponsored Programs:** Rent reductions may be granted for City-sponsored events, educational programs, promotions, business meetings, and activities, particularly those aimed at promoting public engagement and civic participation.
- **(c) Special Circumstances:** The Mayor may grant rent reductions for events of exceptional community importance, such as major celebrations or events of significant historical or cultural value or memorials for deceased community leaders.
- **(d) Set up/Clean up Fees:** All hall rentals shall be subject to the full set up/clean up fee, and hall monitor fees
- **(e) Bar Bills:** Rent reduction does not include bar bills for any drinks or snacks, and shall include sales tax
- **(f) Renters' Responsibilities:** Renters are responsible for compliance with all state and local laws, including alcohol sales and gaming laws

#### **4. Procedures for Rent Reduction Requests:**

- Requests for rent reductions must be submitted in writing to the City Clerk or Community Center Coordinator
- The request must include a detailed description of the proposed event, its purpose, and the anticipated impact or benefit to the City of Southgate or the Southgate community.
- For nonprofit organizations, a copy of their 501(c) status may be required.

- For financial hardship requests, documentation of financial inability to pay full rent may be required.
- Requests will be reviewed by the Mayor's Office and Mayor will inform Council at next regular meeting. Mayor is permitted to authorize a maximum rent reduction to \$300.00.

## **5. Review and Appeals:**

- All rent reduction requests received by the Community Center Coordinator shall be sent to the Mayor or his/her designee, and reviewed by the Mayor as soon as possible but not to exceed two (2) business days. The Mayor has the authority to decide if a rent reduction is granted, and the amount, consistent with this policy, and subject to the review and appeals in this section.
- The decision to approve or deny a request will be communicated by the Mayor in writing. The Mayor may direct a designee to send out the decision.
- Individuals or groups denied a rent reduction may appeal the decision to the City Council.
- The Mayor shall within 24 hours of having made a decision for a rent reduction provide preliminary notice to all City Councilmembers of the decision to grant a rent reduction through e-mail communication of the decision, the rationale, and the amount of the reduction. Council shall formally review all rent reduction decisions of the Mayor at the following City Council meeting, or if a Special Meeting is called, and the Mayor's decision shall be final unless overridden by a majority vote of the City Council at that meeting. If the rent reduction decision is determined not to be in compliance with this policy, then Council may revoke the authorization of the Mayor, and provide the applicant the opportunity to appeal the decision to Council.
- If after receiving the preliminary notification, three or more Councilmembers object to the rent reduction for an event and the event is scheduled to occur prior to a regularly scheduled meeting of City Council, then the Mayor, at the request of the three objecting Councilmembers shall convene a Special Meeting of the Council prior to the event, and if the majority of Council votes to deny the request, the request shall be denied, subject to the applicant's right to appeal the decision.

## **6. Review and Amendment:**

This policy will be reviewed and updated regularly and no less than every two years to ensure its continued relevance and effectiveness.

## **7. Conflict Resolution:**

Any conflicts or disputes arising from the interpretation or application of this policy will be resolved by the City Council.

## **8. Implementation:**

This policy will be implemented immediately following its adoption by the City Council.

Fees for Category 3 – See, Fee Schedule

Approved at the Special Community Center Inc. meeting on 12/17/25.  
Motion/Second: Mark Messmer/Paul Melville AIF 3 Ayes 0 Nays