



City of Bowling Green

Internal Auditor's Office

Parks Various Sport Contracts Follow-up Audit

Project# 2019-13

Issue Date: 06/10/19

Finalized: 07/15/19

Deborah Jenkins, CFE, CGAP, CICA

Transmittal Letter

TO: Jeffery B. Meisel, City Manager, Ex-officio Member
Jeffrey Stein, Audit Committee Chair
Brian Dinning, Audit Committee Vice-Chair
Vivian Grise, Audit Committee Member
John Ward, Audit Committee Member
Joe Denning, Commissioner and Audit Committee Member

CC: Brent Belcher, Parks and Recreation Director
Adam Butler, Recreation Division Manager

Pursuant to the Charter of the Internal Auditor's Office, I hereby submit the follow-up report covering Parks various sport contracts. The objective of this follow-up report was to determine if the Parks Recreation Division implemented the five (5) recommendations made in an earlier report, Parks Various Sport Contracts Audit (Project# 2015-07, finalized on January 11, 2016). The results of the Parks Various Sport Contracts Follow-up Audit were discussed with management.

Results in Brief

Two of the five recommendations are implemented, two are partially implemented and one is not implemented. A retirement in direct management may have limited the implementation process particularly in the oversight areas. Recent Kentucky legal cases will affect the implementation process as well. It has been a pleasure to work with them and I look forward to their additional improvements in the future.

Sincerely,

Deborah Jenkins, CFE, CGAP, CICA
City Internal Auditor

Objective

The objective of this follow-up report was to determine if the Parks Recreation Division implemented the five (5) recommendations made in an earlier report, Parks Various Sport Contracts Audit (Project# 2015-07, finalized on January 11, 2016).

Scope and Methodology

The scope of this follow-up audit included records and transactions from January 1, 2018 through June 1, 2019. To determine the implementation status of prior recommendations, I performed the following:

- Interviewed Park Recreation Division Personnel
- Reviewed the original audit report
- Reviewed the updated contracts with each applicable sport
- Performed test work to determine compliance with various recommendations
- Analyzed the results of the test work performed and discussed results with management

Conclusion

Two of the five recommendations are implemented, two are partially implemented and one is not implemented. A retirement in direct management may have limited the implementation process particularly in the oversight areas. Recent Kentucky legal cases will affect the implementation process as well. It has been a pleasure to work with them and I look forward to their additional improvements in the future.

Previous Observation and Recommendation:

- 1. Parks and Recreation management should update financial statement due dates within each contract and ensure that proper review of statements are performed by staff.**

Prior Auditor Recommendation

City staff should discuss the contract requirements with each group prior to issuing and signing them each year and should periodically verify that the contract terms are fully understood and being met. The financial statement requirement should be reviewed individually and updated to ensure reasonable due dates for financial reporting. The deadlines for reporting should be enforced by the City staff and should be reviewed by appropriate Parks and Recreation staff to ensure proper oversight. If unusual items are found, staff should follow-up with the board of the sport to make sure funds are properly accounted for.

A total fund balance should also be included in the financial reporting requirements to ensure that each of the contract groups are still a viable organization able to provide the activity to citizens. It is not uncommon for small sport groups to have a negative balance for the annual year on occasion, but still have a viable fund balance from other years. However, a required fund balance would keep Parks informed if a sport was truly running a negative balance and not able to provide the service. The fund balance can be verified by requiring a copy of the final bank statement of each contract organizations fiscal year to ensure that reported amounts can be tied back to the final balance of the organizations bank account.

Prior Management Response

Bowling Green Parks and Recreation will discuss the contract requirements with each group during pre-season meetings. These meetings will be targeted for January/February yearly. At this time, we will establish a deadline that better relates to the actual season's end date rather than the calendar year. This should also assist in providing the most accurate participation data for each organization. Furthermore, BGPR will require a copy of the organization's checking/savings account balance that coincides with the same deadline established.

Current Status: PARTIALLY IMPLEMENTED

Contract deadlines were changed to allow sufficient time post season to finalize and submit for review. Unfortunately, none of the due dates was met in 2018 for reporting, but most were received after audit began. Staff indicated that they usually receive the financial statements when they are starting their next year's season verses the due dates listed in the contracts. None of the financial statements provided included a year-end bank statement to verify ending balance.

Staff indicated that financials were filed when received and not reviewed by City staff.

2. Parks and Recreation staff should send invoices to the various sports with deadline dates listed to ensure participation information and payments are received on a timely basis.

Prior Auditor Recommendation

Invoices should be sent to the contract sport groups to ensure that fees and participation information is submitted as required in the contracts. When payments are not received timely, Parks and Recreation staff should follow-up on these payments the same as any other account receivable.

Prior Management Response

This recommendation will be incorporated into the 2016 league agreements and oversight process.

Current Status: PARITALLY IMPLEMENTED

Southern Kentucky (SOKY) Tennis, Bowling Green Disc Golf, Bowling Green East Little League and BG Youth Cal Ripken League paid fees on time as required in their contracts.

Southern Kentucky (SOKY) Basketball paid for 2017/2018 season on 9/19/18 when the due date was 3/1/18 and have not paid for the 2018/2019 season as of 6/1/19. Southern Kentucky (SOKY) Soccer paid fees on 7/27/18; however, there is not a current contract to determine if due date was met. The Parks Director will be obtaining a new contract over the summer of 2019.

Invoices are not sent out since participant numbers vary from season to season, but due dates are emphasized when contracts are signed. In addition, Parks Administration maintains a monthly revenue spreadsheet that includes and tracks outside user fees. When outside users such as the related sports contracts are late in payment, Park administrative staff will contact the group requesting payment.

One item of note that could greatly affect user fees in the future is a recommendation from the City Attorney to remove the \$1 per participant user fees and explore alternative fee structures such as facility rentals for the contracted groups. This recommendation is a result of a recent Kentucky case decision in reference to KRS 411.190, which limits the liability of the property owner with a recreational purpose. The \$1 user fee could be considered a “charge” and negate the protection under the recreational use statute. A copy of the referenced case and statute are included in Appendix A.

3. Parks and Recreation management needs to review the contract with Bowling Green Road Runners Club and determine whether or not this group should continue as a contracted entity or if they should be treated as other non-profit rentals.

Prior Auditor Recommendation

The contract with the Road Runners Club should be reviewed in detail and a decision should be made if they should remain a contract sport or transition to a general non-profit group. If the decision is made to remove them from the contract group, then they would no longer have an expectation to submit financial statements or maintain waiver of responsibility forms. If the decision is made to keep them as a contract sport, then Park staff should work with them to ensure that all contract terms are being met and that the fees charged agree with the fees approved by the City Board of Commissioners.

Prior Management Response

BGPR will eliminate Bowling Green Road Runners Club from formal contract process. All future dealings will be done through normal rental procedures and fee structure. The municipal order for 2016 park fees and charges will be updated to reflect the change.

Current Status: IMPLEMENTED

The Bowling Green Road Runners Club is no longer a contract activity with the City. Any future events will be consistent with normal rental procedures.

4. Parks and Recreation staff needs to work closely with Bowling Green West Little League to ensure that appropriate documentation and procedures are followed during times of transition.

Prior Auditor Recommendation

Parks and Recreation staff should work with Bowling Green West Little League to ensure appropriate and standardized systems are in place to ensure that rosters and participation information is maintained as required in the contract. Staff should also review applicable background checks with all contracts each year to ensure that they are appropriate and fully conducted. Parks staff should monitor and ensure that training and certification training is performed each year.

Prior Management Response

BGPR will incorporate the following additional oversight measures within the 2016 league agreements and oversight process:

- a) Roster Report. Require a complete listing of all teams and associated coaches.

- b) Background Checks and Training. Coinciding background checks, annual training and certification must match listed volunteers.

Current Status: NOT IMPLEMENTED

West Little League transitioned to the Bowling Green Youth Cal Ripken League.

Bowling Green Youth Cal Ripken League requires its volunteers to apply through the City's volunteer application process. Background checks are supposed to be performed by the City as part of the standardized volunteer applications. The 2019 coaches and board members listed was forwarded to Human Resources to verify that applications and background checks were on file. Of the nineteen (19) individuals listed as coaches and board members, twelve (12) either had no application on file or no background check performed, four (4) had expired background checks and three (3) were valid for 2019.

No documentation was provided to show that background checks, annual training and certification listings were reviewed by Parks management or matched to the list of volunteers provided by BG Cal Ripkin.

5. Parks and Recreation management should determine if Southern Kentucky (SOKY) Tennis will continue to be a contract sport with the City due to their failure to produce requested documentation needed to complete the audit testing.

Prior Auditor Recommendation

Parks and Recreation management should review the contract with SOKY Tennis and decide if the City should continue to contract with an organization that cannot or will not produce documentation when requested as required in the annual contracts. If the decision is made to continue the contract, then the contract terms should be enforced to protect the City and participating citizens.

Prior Management Response

All contract points will be addressed and adhered to before BGPR will enter into any future contract with SOKY Tennis.

Current Status: IMPLEMENTED

SOKY Tennis is still a contracted sport with the City. I was able to review the waiver of responsibility forms that were unable to be tested in the original audit for events held in 2018. They do not host a youth program so youth related background checks are no longer relevant to their contract. If they host in the future, the requirement would re-instate.

Appendix A

411.190 Obligations of owner to persons using land for recreation.

- (1) As used in this section:
 - (a) "Land" means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty;
 - (b) "Owner" means the possessor of a fee, reversionary, or easement interest, a tenant, lessee, occupant, or person in control of the premises;
 - (c) "Recreational purpose" includes, but is not limited to, any of the following, or any combination thereof: hunting, fishing, swimming, boating, camping, picnicking, hiking, bicycling, horseback riding, pleasure driving, nature study, water-skiing, winter sports, and viewing or enjoying historical, archaeological, scenic, or scientific sites; and
 - (d) "Charge" means the admission price or fee asked in return for invitation or permission to enter or go upon the land but does not include fees for general use permits issued by a government agency for access to public lands if the permits are valid for a period of not less than thirty (30) days.
- (2) The purpose of this section is to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes.
- (3) Except as specifically recognized by or provided in subsection (6) of this section, an owner of land owes no duty of care to keep the premises safe for entry or use by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes.
- (4) Except as specifically recognized by or provided in subsection (6) of this section, an owner of land who either directly or indirectly invites or permits without charge any person to use the property for recreation purposes does not thereby:
 - (a) Extend any assurance that the premises are safe for any purpose;
 - (b) Confer upon the person the legal status of an invitee or licensee to whom a duty of care is owed; or
 - (c) Assume responsibility for or incur liability for any injury to person or property caused by an act or omission of those persons.
- (5) Unless otherwise agreed in writing, the provisions of subsections (3) and (4) of this section shall be deemed applicable to the duties and liability of an owner of land leased to the state or any subdivision thereof for recreational purposes.
- (6) Nothing in this section limits in any way any liability which otherwise exists:
 - (a) For willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity; or
 - (b) For injury suffered in any case where the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that in the case of land leased to the state or a subdivision thereof, any consideration received by the owner for the lease shall not be deemed a charge within the meaning of this section.
- (7) Nothing in this section shall be construed to:

- (a) Create a duty of care or ground of liability for injury to persons or property;
 - (b) Relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this section to exercise care in his use of the land and in his activities thereon, or from the legal consequences of failure to employ such care; or
 - (c) Ripen into a claim for adverse possession, absent a claim of title or legal right.
- (8) No action for the recovery of real property, including establishment of prescriptive easement, right-of-way, or adverse possession, may be brought by any person whose claim is based on use solely for recreational purposes.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 306, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 338, sec. 12, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 275, sec. 12, effective July 15, 1998. -- Created 1966 Ky. Acts ch. 252, secs. 1 to 7.

2018 WL 6579334

Only the Westlaw citation is currently available.

THIS OPINION IS NOT FINAL AND SHALL NOT
BE CITED AS AUTHORITY IN ANY COURTS
OF THE COMMONWEALTH OF KENTUCKY.

Court of Appeals of Kentucky.

Breanna R. DRAPER, Appellant

v.

TRACE CREEK GIRLS' SOFTBALL, INC., Appellee

and

Breanna R. Draper, Appellant

v.

City of Campbellsville, Kentucky, Appellee

NO. 2017-CA-001484-MR,

NO. 2017-CA-001485-MR

|

DECEMBER 14, 2018; 10:00 A.M.

Synopsis

Background: Softball player who fractured her ankle sliding into second base brought action against city, which owned the field on which she was playing, and softball league alleging that she sustained the injury because fixed rather than break-away bases had been used on the playing field. The Circuit Court, Taylor County, Allan Ray Bertram, J., No. 15-CI-00108, granted city's and league's motion for summary judgment. Player appealed.

Holdings: The Court of Appeals, Goodwine, J., held that:

[1] conducting a softball league is a recreational purpose under the recreational use statute, and

[2] fee paid by softball player to softball league was not a charge to use the fields to attach liability under the recreational use statute.

Affirmed.

Maze, J., filed concurring opinion and Nickell, J., joined.

West Headnotes (4)

[1] Negligence

⇌ Property, conditions, activities and persons covered

Recreational use statute which limits the liability of property owners applies to other activities in addition to those mentioned in the statutory text. Ky. Rev. Stat. Ann. § 411.190.

Cases that cite this headnote

[2] Public Amusement and Entertainment

⇌ Baseball and softball

Conducting a softball league is a recreational purpose under the recreational use statute, which limits the liability of property owner. Ky. Rev. Stat. Ann. § 411.190.

Cases that cite this headnote

[3] Municipal Corporations

⇌ Parks and public squares and places

Fee paid by softball player who fractured her ankle sliding into second base to softball league to participate in league games was not a charge to use the fields, as required to hold city as property owner liable for her injuries under the recreational use statute, where she did not pay a fee for permission to enter the land, but rather she paid a fee to league to cover the cost of providing umpires, equipment, and softball-related expenses it incurred in organizing the games, and league did not pay city a fee for its use of the softball fields. Ky. Rev. Stat. Ann. § 411.190(d).

Cases that cite this headnote

[4] Negligence

⇌ Purpose of doctrine or statute

The purpose of the recreational use statute is to encourage property owners to make land and water areas available to the public for recreational purposes by limiting their liability

toward persons entering thereon for such purposes. Ky. Rev. Stat. Ann. § 411.190(3).

Cases that cite this headnote

APPEAL FROM TAYLOR CIRCUIT COURT,
HONORABLE ALLAN RAY BERTRAM, JUDGE,
ACTION NO. 15-CI-00108

Attorneys and Law Firms

BRIEF FOR APPELLANT: Joseph H. Mattingly, III,
Kaelin G. Reed, Elmer J. George, Dallas E. George,
Lebanon, Kentucky.

BRIEF FOR APPELLEE TRACE CREEK GIRLS'
SOFTBALL, INC.: Ashley K. Brown, Graham D. Barth,
Lexington, Kentucky.

BRIEF FOR APPELLEE CITY OF
CAMPBELLSVILLE: Jason Bell, Elizabethtown,
Kentucky.

BEFORE: GOODWINE, MAZE, AND NICKELL,
JUDGES.

OPINION

GOODWINE, JUDGE:

*1 Breanna Draper appeals grants of summary judgment to both the City of Campbellsville and Trace Creek Girls' Softball, Inc., on the basis that each entity is immune from liability under the "recreational purpose" provision of Kentucky Revised Statute ("KRS") 411.190. Having reviewed the record in light of applicable legal authority, we affirm the judgments of the Taylor Circuit Court.

BACKGROUND

Facts
While playing softball for a team associated with Trace Creek Girls' Softball, Inc., on a field owned by the City of Campbellsville, appellant Breanna Draper¹ fractured her ankle sliding into second base. Breanna sued both the City and Trace Creek league alleging that she sustained the injury because fixed rather than break-away bases had been used on the playing field.

Appellee Trace Creek operates a girls' recreational softball league and organizes games which are held on the softball fields of city-owned Trace Creek Park. To participate in the league, each participant must pay a fee of \$55.00 to Trace Creek league which it uses to pay for umpires, softballs, scoreboards, catcher's equipment, and game-related expenses. Trace Creek league is responsible for dragging the field prior to each league game, laying the chalk lines on the infields, purchasing equipment, and generally maintaining the fields. The City is responsible for mowing the grass, weed control, changing light bulbs, repairing the concession stand building, and bringing in dirt for the infield.

The City provides the land for recreational use to the public at large and allowed the Trace Creek league to play on the fields as well. There is no fee for entry, admission, or parking at the Trace Creek Park regardless of who is using the park. In response to Breanna's suit, both the Trace Creek league and the City filed motions for summary judgment, citing the provisions of KRS 411.190 as affording them immunity from liability. KRS 411.190(1)(c), (3) and (6)(b) provide immunity to the owner of land if it is used for a recreational purpose, provided that no fee or admission price is asked in return for permission to use the land. In separate opinions entered on August 25, 2017, circuit court granted summary judgment to both the City and Trace Creek league.

Because these appeals involve identical facts and issues, in the interest of judicial economy we have elected to address the issues presented by both parties in a single opinion.

STANDARD OF REVIEW

Because summary judgment involves no fact finding, we review alleged error in its entry *de novo*. "[T]he standard 'is whether the trial court correctly found that there were no genuine issues as to any material fact and that the moving party was entitled to judgment as a matter of law.'" *Bryant v. Jefferson Mall Co., L.P.*, 486 S.W.3d 310, 312 (Ky. App. 2015) (quoting *Scifres v. Kraft*, 916 S.W.2d 779, 781 (Ky. App. 1996)). We review the record "in a light most favorable to the nonmoving party and resolve all doubts in her favor." *Id.* (citing *Steevest, Inc. v. Scansteel Serv. Ctr., Inc.*, 807 S.W.2d 476, 480 (Ky. 1991)). Because only legal questions and no issues of material fact are

involved, we need not defer to the trial court's decision. *Id.* (citing *Lewis v. B & R Corp.*, 56 S.W.3d 432, 436 (Ky. App. 2011)).

ANALYSIS

*2 Distilling Breanna's arguments to their essence, the central focus of this appeal is whether KRS 411.190 is applicable to these facts. We commence our analysis by citing the definitions sections of the statute:

- (1) As used in this section:
 - (a) "Land" means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty;
 - (b) "Owner" means the possessor of a fee, reversionary, or easement interest, a tenant, lessee, occupant, or person in control of the premises;
 - (c) "Recreational purpose" includes, but is not limited to, any of the following, or any combination thereof: hunting, fishing, swimming, boating, camping, picnicking, hiking, bicycling, horseback riding, pleasure driving, nature study, water-skiing, winter sports, and viewing or enjoying historical, archaeological, scenic, or scientific sites; and
 - (d) "Charge" means the admission price or fee asked in return for invitation or permission to enter or go upon the land but does not include fees for general use permits issued by a government agency for access to public lands if the permits are valid for a period of not less than thirty (30) days.

As an initial matter, we note that both the City and Trace Creek league fall under the definition of "owner" set out in KRS 411.190(1)(b). Although it is virtually self-evident that the City as owner of Trace Creek Park fits the statutory definition, we deem it important to note, as the circuit court specifically found, that Trace Creek league also fits within the statutory definition of "owner" as an "occupant ... in control of the premises[.]" See *Midwestern, Inc. v. Northern Kentucky Community Center*, 736 S.W.2d 348 (Ky. App. 1987) (holding that, along with city which owned property, center hired to manage day-to-day operations was entitled to protections of recreational use statute as one in control of premises).

Turning next to Breanna's contention that neither the City nor the league can avail themselves of the statutory protection because the league's activities do not fall within the statutory definition of "recreational purpose[.]" we agree with the circuit court's conclusion to the contrary. As cited above, the statutory definition of "recreational purpose" in KRS 411.190(1)(c) includes

but is not limited to, any of the following, or any combination thereof: hunting, fishing, swimming, boating, camping, picnicking, hiking, bicycling, horseback riding, pleasure driving, nature study, water-skiing, winter sports, and viewing or enjoying historical, archaeological, scenic or scientific sites[.]

(Emphasis added.)

Although Breanna insists that the league's activities do not fall within the statutory definition of "recreational purpose[.]" it is clear that the list codified in KRS 411.190(1)(c) is not limited to the enumerated activities, but is broad enough to include activities conducted by organized team sports. Like the circuit court, we are not persuaded by Breanna's contention that because the activities conducted by Trace Creek league are team sports, rather than acts performed by a single person, the statutory exemption does not apply.

[1] [2] The role of courts in interpreting statutory enactments is to give effect to the intent of the General Assembly. *Bryant v. Jefferson Mall Co., L.P.*, 486 S.W.3d 310, 314 (Ky. App. 2015). Analyzing the statute in question, we note that individual activities such as bicycling, swimming, hunting, or fishing can be also be team sports, *i.e.*, fishing tournaments, hunting tournaments, swim meets, or bicycling races. As this Court has previously held, "the General Assembly took a broad view as to what constitutes a recreational purpose. By inserting the language 'includes, *but is not limited to*' in the subsection, the legislature intended KRS 411.190 to apply to at least some other activities in addition to those mentioned in the statutory text." *Id.* at 314 (emphasis added). Because, like the court in *Bryant*, we do not read

the statute as narrowly as Breanna, we agree with the circuit court's conclusion that conducting a softball league can constitute a "recreational purpose."

*3 [3] Breanna also argues that because she paid Trace Creek league a fee to participate in league games, that fee must be construed as falling under the statutory definition of "charge" set out in KRS 411.190(d): "Charge" means the admission price or fee asked in return for invitation or permission to enter or go upon the land...." However, Breanna's argument fails simply because she did not pay a fee for permission to enter the land, but rather she paid a fee to Trace Creek league to cover the cost of providing umpires, equipment, and softball-related expenses it incurred in organizing the games. Further, the record clearly demonstrates that Trace Creek league did not pay the City a fee for its use of the softball fields.

[4] Finally, Breanna focuses on the fact that the City is liable as owner of the "land[.]" However, the very purpose of KRS 411.190(3) is "to encourage property owners to make land and water areas available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes." *Coursey v. Westvaco Corp.*, 790 S.W.2d 229, 231 (Ky. 1990). Thus, an owner of land owes "... no duty of care to keep the premises safe for entry or use by others for recreational purposes...." KRS 411.190(3). The only exception is if the owner charges a fee for persons to enter upon the land. As we have already concluded that the fee Breanna paid to Trace Creek league was not a charge or fee required to allow Breanna or Trace Creek league to use the fields, the exception is inapplicable in this case.

Thus, our review of the record convinces us that there are no genuine issues of material fact precluding the entry of summary judgment. We are also persuaded that the circuit court correctly interpreted and applied KRS 411.190 in concluding that both Trace Creek league and the City were entitled to immunity.

Footnotes

- 1 Breanna was 14 years old at the time of the incident. Although this suit was initially instituted by her parents, Breanna has since reached the age of majority and has been substituted as the real party in interest.

CONCLUSION

Based upon the foregoing, we affirm the grant of summary judgment to the City and Trace Creek.

MAZE, JUDGE, CONCURS AND FILES SEPARATE OPINION IN WHICH NICKELL, JUDGE, JOINS.

MAZE, JUDGE, CONCURRING:

I fully agree with the reasoning and the result of the majority opinion, but I write separately to add an additional point. As the majority correctly notes, the controlling issue in this case turns on whether the City and Trace Creek league qualify as "owners" of the ball field for purposes of recreational-use immunity under KRS 411.190. It is obvious that the City is an owner of the park. As for Trace Creek league, KRS 411.190(1)(b) defines owner to mean "the possessor of a fee, reversionary, or easement interest, a tenant, lessee, occupant, or person in control of the premises[.]" (Emphasis added.)

In *Roach v. Hedges*, 419 S.W.3d 46 (Ky. App. 2013), this Court explained that, by adopting a broad definition of owner, including the provision, "in control of the premises," the legislature intended to remove "the duty of care from individuals who have sufficient control to render them liable absent the statute's application." *Id.* at 48. In the current case, the parties agree that Trace Creek league was responsible for the fields during games. And in accord with its agreement with the City, Trace Creek league also provided equipment for and maintenance of the field. Based on these undisputed facts, I agree with the majority that Trace Creek league had sufficient control of the premises to be entitled to immunity under KRS 411.190.

All Citations

--- S.W.3d ----, 2018 WL 6579334