



Homer City Hall

491 E. Pioneer Avenue

Homer, Alaska 99603

www.cityofhomer-ak.gov

City of Homer Agenda

Parks, Art, Recreation & Culture Advisory Commission Regular Meeting

Thursday, May 19, 2022 at 5:30 PM

Cowles Council Chambers and via Zoom Webinar

Webinar ID: 990 6701 0473 Passcode: 295088

Dial: 1 253 215 8782 or 1 929 205 6099 or Toll Free 1 888 788 0099 or 1 877 853 5247

CALL TO ORDER 5:30 P.M.

AGENDA APPROVAL

PUBLIC COMMENTS ON MATTERS ALREADY ON THE AGENDA (3 minute time limit)

VISITORS/PRESENTATIONS (10 minute time limit)

RECONSIDERATION

CONSENT AGENDA All items on the consent agenda are considered routine and non-controversial by the Parks Art Recreation & Culture Advisory Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Commissioner or someone from the public, in which case the item will be moved to the regular agenda and considered in normal sequence.

A. Minutes for the Regular Meeting April 21, 2022

STAFF & COUNCIL REPORT/COMMITTEE REPORTS (5 minute time limit)

A. Community Recreation Report

B. Parks Superintendent Report

C. Public Works Director Report

D. May Staff Report - Mike Illg

PUBLIC HEARING

PENDING BUSINESS (15 minute time limit)

NEW BUSINESS (15-20 minute time limit)

A. Application for Donation of Art for the Municipal Art Collection

- [B.](#) Recommendations for Sidewalks in New Subdivision Development
- [C.](#) Memorandum from Public Works Director re: Strategies for Deploying HART Road/Trails Funds to Accelerate Non-Motorized Transportation and Road Repair

INFORMATIONAL MATERIALS

- [A.](#) Conceptual Drawing of Proposed Seafarer's Memorial ADA Improvements
- [B.](#) EZine Article: Delving into the 2022 Agency Performance Review
- [C.](#) 2022 Commission Calendar

COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE CITY STAFF

COMMENTS OF THE COMMISSION

ADJOURNMENT

Next Regular Meeting is **Thursday, June 16, 2022, at 5:30 p.m.** All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

Session 22-03, a Regular Meeting of the Parks, Art, Recreation and Culture Advisory Commission was called to order by Chair David Lewis at 5:32 p.m. on April 21, 2022 from the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

PRESENT: COMMISSIONERS LEWIS, FAIR, ROEDL, ARCHIBALD, AND GALBRAITH

ABSENT: COMMISSIONERS HARRALD, LOWNY AND STUDENT COMMISSIONER FLORA (EXCUSED)

STAFF: DEPUTY CITY CLERK KRAUSE
CITY CLERK JACOBSEN
PUBLIC WORKS DIRECTOR KEISER
RECREATION MANAGER ILLG
PARKS SUPERINTENDENT STEFFY

The Commission had a worksession at 4:30 p.m. City Clerk Jacobsen provided a training presentation on conducting meetings, making motions, and the Open Meetings Act.

AGENDA APPROVAL

FAIR/ARCHIBALD MOVED TO APPROVE THE AGENDA AS PRESENTED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

VISITORS/PRESENTATIONS

RECONSIDERATION

CONSENT AGENDA

A. Regular Meeting Minutes for March 17, 2022

Chair Lewis requested a motion to approve the Consent Agenda.

FAIR/ARCHIBALD MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. Recreation Manager Staff Report

Recreation Manager Illg noted his report provided in the packet and highlighted the following:

- presentation on the multi-use community center and results of the survey
- land use agreements with Kachemak Nordic Ski Club
- participated in Commission Liaison Training with the Clerks

Mr. Illg facilitated questions and answers from the Commissioners on the Kachemak Nordic Ski Club agreement regarding land use, liability and insurance.

B. Parks Superintendent Report

Parks Superintendent Steffy provided a synopsis of his report, commenting further on the following points in the response to questions from the Commission:

last day for the seasonal temporary employee

- last day for his winter seasonal temporary employee
 - regulations surrounding the hiring of seasonal temporary employees
 - difficulties in hiring experienced parks technicians versus parks laborers
- citywide problem in hiring temporary seasonal employees over the last few years
- annual employment of seasonal employees is for a 6 month on 6 month off period which is dependent on the start times
- Birdability accessibility event
- Mid-year budget amendments were approved for public restrooms around town and the Homer Spit
 - Training will be conducted once contract is in place
- Picnic Tables
 - There will be ADA Accessible tables, minimum of one at each location
 - Call for volunteers to build picnic tables to assist in getting them done
- Painting of bricks and amenities for Ben Walters Park
- Initial talks with South Peninsula Hospital regarding lawn space that extends into Karen Hornaday Park to create wellness amenities for Staff and patients.
 - May result in another bridge over Woodard creek in location where there is an island
 - Public access from the hospital parking lot near Long Term Care
 - Hospital has long term lease with the city on city land
 - previous attempt to provide access to this area
 - Hospital Security and Camp ground Hosts
- Changes to WKFL regarding improvements in the flower gardens and remembrance wall for Hospice
- Seafarer's Memorial Improvements
 - ADA improvements that are planned
 - Questions regarding approval of work being done at the memorial and who approves any improvements made by the group members
 - Potential visitors at future Commission meeting

C. Public Works Director Report

Public Works Director Keiser provided information and facilitated questions from the Commission on the following:

- green infrastructure project presentation to the Kenai Peninsula Borough (KPB)
 - o KPB was receptive to the whole concept
 - o interest in a land trade
- Presentation to Council on Non-motorized Transportation (NMT) at the next Council meeting with ordinances at the following meeting.
 - o Requesting the funds that is projected from collected excess sales tax revenues
 - o Creating a NMT Opportunity Fund
 - intended for pre-design and negotiation with private developers for sidewalks and trails within the developments
 - City Code is not established to require developers to include sidewalks
 - o Various opportunities in current developments located near Jack Gist Park and Karen Hornaday Park
 - o City Code revisions to require developers to include NMT
- Holding the area above Karen Hornaday Park to a future date for consideration and dealing with Fairview and the developable lots within the Terra Bella Development project now.
- Discussion with HOWL may be conducted at future date regarding possible uses

D. Memorandum from Commission Staff Liaison re: City Legislative and Information Update

There were no questions or comments from the Commission.

PUBLIC HEARING

PENDING BUSINESS

A. Memorandum from City Manager re: Green Cemeteries

Chair Lewis introduced the item and deferred to Staff Liaison Illg.

Mr. Illg reviewed the memorandum for the Commission noting that at this time the City was not interested or in a position to take on implementing a green cemetery but encouraged any separate group to proceed with the process.

Parks Superintendent Steffy provided additional information regarding the burial requirements for the State and that due to prior actions the ground at Hickerson was contaminated with embalming fluid and treated timber of coffins. He further stated that is not a requirement for someone wishing to be interred in the Hickerson cemetery, so one can be comfortable knowing they were not adding further contamination to the ground.

NEW BUSINESS

A. Memorandum from Deputy City Clerk re: Donation of Art to the City Municipal Art Collection

Chair Lewis introduced the item and deferred to Deputy City Clerk Krause. He then inquired about the potential value of the artwork.

Deputy City Clerk Krause stated that the artwork had an approximately value of \$600.00

Chair Lewis requested a motion to bring it to the floor for the discussion.

FAIR/ARCHIBALD MOVED TO FORWARD A RECOMMENDATION TO CITY COUNCIL THAT THE DONATION BE ACCEPTED INTO THE MUNICIPAL ART COLLECTION TO BE DISPLAYED FOR A DESIGNATED PERIOD OF TIME AT THE HOMER LIBRARY AND THEN AT ADDITIONAL MUNICIPAL FACILITIES AS APPROPRIATE.

Discussion ensued on the following points:

- interest of the Library in the artwork
- it was not a local artist but a well-known artist for the area in Washington that they reside
- there is no restriction by the donor to keep the artwork
- there is no requirement that the art be displayed in the Library
- the City policy does not limit donations of art to Alaskan artists or that a donation be retained
- the art should not be accepted only to sell and there is no real burden on the city to accepting the art
- art has been sold by the city just last year
- amending the motion

ARCHIBALD/FAIR MOVED TO FORWARD A RECOMMENDATION TO CITY COUNCIL THAT THE DONATION BE ACCEPTED INTO THE MUNICIPAL ART COLLECTION TO BE DISPLAYED ANYWHERE IN THE CITY.

Additional discussion ensued on the benefit to adding the artwork to the city, the assumed quality of the work and the desire of the donor to offer the opportunity to the City to have a piece like this in the collection.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. Memorandum from Deputy City Clerk re: Letter to the Editor

Chair Lewis introduced the item by reading of the title and commented that he thought it was a very fine piece of writing.

Commissioner Fair stated that he did not want to take credit for this piece as Mr. Illg provided most of the materials and information in this edition.

Chair Lewis requested a motion to adopt the letter.

ROEDL/ARCHIBALD MOVED TO ADOPT THE LETTER AS WRITTEN.

Commissioners expressed their appreciation for Commission Fair writing the Letter to the Editor.

Deputy City Clerk Krause requested an amendment to forward to the Homer News for publication.

ARCHIBALD/ROEDL MOVED TO AMEND THE MOTION TO ADD AND FORWARD TO THE HOMER NEWS FOR PUBLICATION.

There was no further discussion.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Lewis then asked if there was any further discussion on the motion as amended.

VOTE. (Main) NON-OBJECTION. UANNIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS

A. 2022 Commission Annual Calendar

Chair Lewis requested a volunteer to report to Council at the meeting on Monday.

Commissioner Roedl was encouraged to report to Council at their next meeting.

Park Superintendent Steffy offered to provide some bullet points.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY STAFF

Deputy City Clerk Krause stated that this was a fun meeting and appreciated it being short after a very long and intense Planning Commission meeting the night before. She announced that she will be leaving for vacation starting Friday and returning the week before the May meeting.

Recreation Manager Illg commented that it was a great meeting and then asked about scheduling the annual Spring Park/Beach Walk Through inspection.

Deputy City Clerk Krause noted that they can put that on the May agenda as the calendar is flexible in that regard.

Mr. Illg proceeded to express his appreciation for the training given by the City Clerk for the staff liaison and to the Commissioners. He then announced that he will be advertising for a temporary seasonal six month hire for a recreation specialist stating that he did have two persons in mind for the position.

Public Works Director Keiser reported that in addition to the items discussed earlier she wanted to inform the Commission that the Rotary Club has submitted a grant for \$10,000 for playground equipment intended for Bayview Park.

Parks Superintendent Steffy invited the Commission to schedule their Spring Walk Through at the HERC facility to view the parks facility located in the HERC facility and this will provide them an opportunity to view the Skate park location and future location. He then commented that the Homer Drawdown will be voting at their next meeting on the next project which on the list is Non-motorized Transportation so if the Commission has any questions they can contact any member of the group. Mr. Steffy then reported on West Library Lot expansion project and that it would be really nice to have an article written regarding the project. He noted to Mr. Armstrong who indicated that he was very short handed that he did know of a person whom may be a very good choice to write the article. Mr. Steffy provided information on the possible funding available through the Homer Foundation for playground equipment.

COMMENTS OF THE COMMISSION

Commissioner Galbraith suggested contacting Spenard Builders for picnic tables kits, he was unsure of the materials used but opined that it was probably pine boards and provided information on a possible source for Mr. Steffy to have picnic tables built.

Commissioner Fair reminded the commission that he will be absent for the May meeting and if it was sooner rather than later that the article was needed on the Library lot project, he should be contact soon.

Commissioner Archibald commented on the lack of the city's ability to enforce construction of sidewalks and putting heat on a certain Planning Commissioner and the City Planner.

Commissioner Roedl expressed his agreement and concerns on the sidewalk issue and appreciated the efforts of the Public Works Director to get something done in that direction. He then stated that if the Commissioners have something that they specifically want reported at the Council meeting please contact him and he will try to report to Council appropriately.

Chair Lewis commented that he will be participating in the 100 man project and he can make a presentation to the group. He commented on the ability to present to the group and get an additional \$10,000 for the playground or something. He did not believe that the next meeting was until August.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:30 p.m. There will be a worksession at 4:30 p.m. prior to the regular meeting to conduct a walk though at the HERC facility. The next regular meeting is Thursday, May 19, 2022 at 5:30 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, MMC, DEPUTY CITY CLERK II

Approved: _____



City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum

TO: Parks, Arts, Recreation & Culture Advisory Commission

FROM: Mike Illg, Recreation Manager

DATE: May 10, 2022

SUBJECT: Community Recreation Report

The City of Homer Community Recreation Division is on the go! We are currently offering:

- Drop-In pickleball (4 times a week) located at the HERC
- Pickleball reservations (every day of the week various hours) located at the HERC
- Youth homeschool pickleball classes, 2-3 times a week located at the HERC
- Adult and Youth Karate (3 times a week 2-3 hours each time) located at the HERC
- Pick up Morning basketball, 3 times a week, located at HERC
- Evening Pick Up Basketball: 2 times a week located at Homer High
- Evening Volleyball: 2 times a week at Homer High and Homer Middle
- Community Kids Youth Activity every Thursday with the Center. We were able to offer some programming over spring break for 20 kids at the HERC. This included team building, sports activities, yoga, etc.

Recreation Specialist: I am excited to say I will be hiring at least one casual employee for the summer (starting in June). The days and hours will vary for this employee but considering the limited applicants I will take what I can get. I am still recruiting for a regular part time employee as well.

Broadway Bootcamp This fun event finished with a free performance in the HHS Theater on Tuesday, May 17th at 7pm. More details will be provided verbally at the meeting.

Tai Chi: Long time Tai Chi instructor Dean Sundmark is back with his program. This class meets every Thursday evening 5-6:30pm and the HERC Activity Room. The cost \$6 for adults and is free for kids.

New Multi Use Community Center Project: There have been ongoing discussions, meeting, fiscal options and 3 plans so far for the potential new multi-use facility. The City Council will be weighing in all of the options and possibilities with some hopeful solid direction to move forward.

Land Use Agreements: We are finalized a one year agreement with South Peninsula Little League. The one year term was planned so that we could have something in writing before the season started and that can

have time to go back and review it for possible modifications. Ideally we hope to establish a multi-year agreement starting the next year.

Summer Planning/Recreation Catalog: With the incredible creativity from my co-worker Christine Drais (Executive Assistant to the City Manager) the Community Rec program will be bringing back the Recreation/Activity Catalog. We are planning for some youth flag football, ultimate Frisbee, pick up soccer, open weight room, pick-up basketball and volleyball Kids Zumba, Dance Camp, Tai Chi, etc.

RFP: I am working with Dave Berry (director of IT) to help create an RFP for software to assist with recreation scheduling, calendars, online payments and registrations. We are looking for something very simple, user friendly and hopefully compatible with smart phone.

Community Recreation Office: The Rec office will be closed at the Homer high office due to construction (replacing the roof). I will be temporarily moving to the HERC building upstairs next to the parks office. I will still have a satellite office at Homer High (coach's room) but my computer and administrative presence will be at the HERC. While this is sure inconvenient I am looking forward to working alongside the parks crew with city's "parks and recreation" under the same roof.

Kenai Peninsula Borough School District Joint Use Agreement: City Manager Dumouchel and I recently met with KPBSD administration to discuss the renewal of the Joint Use agreement between KPBSD and the City of Homer. I am happy to share that we will be moving forward with another 3 year term (July 1, 2022 to June 30, 2025) with basically a status quo contract. I will provide a reference copy of the agreement to PARCAC at the June 16th meeting pending City Council approval at their May 23rd meeting.

Month of April GYM updated 4-29 *page 1*

Time Block	1-Apr FRI	2-Apr SAT	3-Apr SUN	4-Apr MON	5-Apr TUES	6-Apr WED	7-Apr THURS	8-Apr FRI	9-Apr SAT	10-Apr SUN	11-Apr MON	12-Apr TUES	13-Apr WED	14-Apr THURS	15-Apr FRI
6-6:30AM	Morning			Morning		Morning		Morning			Morning		Morning		Morning
6:30-7AM	BB			BB		BB		BB			BB		BB		BB
7-7:30AM															
7:30-8AM															
8-8:30AM															
8:30-9AM															
9-9:30	RES			RES	RES	RES		RES	RES		RES	RES	RES	RES	RES
9:30-10AM															
10-10:30AM		RES	Drop In							Drop In					
10:30-11AM			Pickleball							Pickleball					
11-11:30AM															
11:30AM-12PM															
12-12:30PM															
12:30-1PM															
1-1:30PM	YOUTH Program														
1:30-2PM								RES				RES			
2-2:30PM		RES							RES						
2:30-3PM			RES				YOUTH Program							YOUTH Program	
3-3:30PM															
3:30-4PM			RES		RES					RES		RES			
4-4:30PM		RES							RES						
4:30-5PM															
5-5:30PM	Drop In			Drop In	Evening	Drop In	Dance	Drop In			Drop In	Evening	Drop In	Dance	Drop In
5:30-6PM	Pickleball			Pickleball	BB	Pickleball	Class	Pickleball			Pickleball	BB	Pickleball	Class	Pickleball
6-6:30PM															
6:30-7PM															
7-7:30PM															
7:30-8PM															

Month of April GYM updated 4-29 *page 2*

Time Block	16-Apr SAT	17-Apr SUN	18-Apr MON	19-Apr TUES	20-Apr WED	21-Apr THURS	22-Apr FRI	23-Apr SAT	24-Apr SUN	25-Apr MON	26-Apr TUES	27-Apr WED	28-Apr THURS	29-Apr FRI	30-Apr SAT
6-6:30AM			Morning		Morning		Morning			Morning		Morning		Morning	
6:30-7AM			BB		BB		BB			BB		BB		BB	
7-7:30AM															
7:30-8AM															
8-8:30AM															
8:30-9AM															
9-9:30							RES			RES					
9:30-10AM									Drop In Pickleball						
10-10:30AM	RES	Drop In						RES							RES
10:30-11AM		Pickleball													
11-11:30AM															
11:30AM-12PM															
12-12:30PM															RES
12:30-1PM															
1-1:30PM															
1:30-2PM															
2-2:30PM	RES														
2:30-3PM						YOUTH Program						RES	YOUTH Program		
3-3:30PM				RES							RES				
3:30-4PM									RES						
4-4:30PM	RES							RES							
4:30-5PM			Drop In		Drop In		Drop In			Drop In		Drop In		Drop In	
5-5:30PM			Pickleball	Evening	Pickleball	Dance	Pickleball			Pickleball	Evening	Pickleball	Dance	Pickleball	
5:30-6PM				BB		Class					BB		Class		
6-6:30PM															
6:30-7PM															
7-7:30PM															
7:30-8PM															

HERC Gym Month of May 2022 5.11 page 1

Time Block	1-May SUN	2-May MON	3-May TUES	4-May WED	5-May THURS	6-May FRI	7-May SAT	8-May SUN	9-May MON	10-May TUES	11-May WED	12-May THURS	13-May FRI	14-May SAT	15-May SUN		
6-6:30AM																	
6:30-7AM																	
7-7:30AM																	
7:30-8AM																	
8-8:30AM																	
8:30-9AM																	
9-9:30		RES	RES	RES	RES	RES											
9:30-10AM	Drop In	RES	RES	RES	RES	RES		Drop In							Drop In		
10-10:30AM	Pickleball						RES	Pickleball				RES	Pickleball				
10:30-11AM	Drop In																
11-11:30AM																	
11:30AM-12PM																	
12-12:30PM																	
12:30-1PM																	
1-1:30PM																	
1:30-2PM																	
2-2:30PM																	
2:30-3PM				RES	YOUTH Program						RES	YOUTH Program					
3-3:30PM			RES	RES	YOUTH Program					RES	RES	YOUTH Program					
3:30-4PM	RES							RES									
4-4:30PM	RES																
4:30-5PM		Drop In		Drop In	Drop In		Drop In	Drop In	Drop In	Drop In	Drop In						
5-5:30PM		Pickleball		Pickleball	Dance Class	Pickleball		Pickleball		Pickleball	Dance Class	Pickleball					
5:30-6PM		Drop In			Dance Class						Drop In	Dance Class	Pickleball				
6-6:30PM																	
6:30-7PM																	
7-7:30PM																	
7:30-8PM																	

HERC Gym Month of May 2022 5.11 page 2

	16-May	17-May	18-May	19-May	20-May	21-May	22-May	23-May	24-May	25-May	26-May	27-May	28-May	29-May	30-May	31-May
Time Block	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES
6-6:30AM																
6:30-7AM																
7-7:30AM																
7:30-8AM																
8-8:30AM																
8:30-9AM																
9-9:30																
9:30-10AM						RES	Drop In							Drop In		
10-10:30AM						RES	Pickleball							Pickleball		
10:30-11AM																
11-11:30AM																
11:30AM-12PM						RES										
12-12:30PM																
12:30-1PM																
1-1:30PM																
1:30-2PM																
2-2:30PM																
2:30-3PM			RES	YOUTH							YOUTH					
3-3:30PM		RES	RES	Program							Program					
3:30-4PM																
4-4:30PM																
4:30-5PM	Drop In		Drop In		Drop In			Drop In		Drop In		Drop In			Drop In	
5-5:30PM	Pickleball		Pickleball	Dance	Pickleball			Pickleball		Pickleball	Dance	Pickleball			Pickleball	
5:30-6PM				Class							Class					
6-6:30PM																
6:30-7PM																
7-7:30PM																
7:30-8PM																



City of Homer Community Recreation Schedule:

Week of May 9-15

Monday, May 9

6-7AM Morning Pick Up Basketball

4:30-6:30PM Pick Up Pickleball

4:30-5:30PM Cuong Nhu & Karate (Youth Classes)

5:45-6:45PM Cuong Nhu & Karate (Adult Classes)

6-8PM Broadway Boot Camp

8-10PM Ultimate Frisbee

HHS Gym

HERC Gym

HERC Activity Room

HERC Activity Room

HHS Choir Room

HHS Turf Field

Tuesday, May 10

3-5PM RESERVATION

7-9PM Pick Up Basketball

HERC Gym

HHS Gym

Wednesday, May 11

6-7AM Morning Pick Up Basketball

2:30-4:30PM RESERVATION

4:30-5:30PM Cuong Nhu & Karate (Youth Classes)

4:30-6:30PM Pick Up Pickleball

5:45-6:45PM Cuong Nhu & Karate (Adult Classes)

6:30-8:30PM Pick Up Volleyball

8-10PM Pick Up Soccer

HHS Gym

HERC Gym

HERC Activity Room

HERC Gym

HERC Activity Room

HMS Gym

HHS Turf Field

Thursday, May 12

2:30-5PM Community Kids Youth Programming

5-7PM Cardio Dance Class

5-6:30PM Tai Chi

7-9PM Pick Up Basketball

8-10PM Ultimate Frisbee

HERC Gym

HERC Gym

HERC Activity Room

HHS Gym

HHS Turf Field

Friday, May 13

6-7AM Morning Pick Up Basketball

9-11AM RESERVATION

4:30-6:30PM Pick Up Pickleball

4:30-5:30PM Cuong Nhu & Karate (Youth Classes)

5:45-6:45PM Cuong Nhu & Karate (Adult Classes)

HHS Gym

HERC Gym

HERC Gym

HERC Activity Room

HERC Activity Room

Saturday, May 14

10:30-12:30PM RESERVATION

HERC Gym

Sunday, May 15

9:30AM-11:30AM Pick Up Pickleball

3:30-5:30PM RESERVATION

4-6PM Pick Up Volleyball

6:30-8:30PM Pick Up Soccer

HERC Gym

HERC Gym

HHS Gym

HHS Turf Field

Jim Anderson with Homer
Community Recreation
Presents:

BROADWAY BOOTCAMP REVIEW

Come join us for a
Showcase Performance
at the Mariner Theater
featuring local students

**TUESDAY MAY 17
7PM AT THE
MARINER
THEATER**

**PRODUCED BY
SHELLY ERICKSON AND
BRITNY BRADSHAW**

CONTACT 907-299-7442 FOR MORE INFORMATION

KPBSD posts flyers as a community service. Such posting
does not constitute an endorsement for or against the
materials and viewpoints expressed in them





HOMER COMMUNITY REC DROP-IN VOLLEYBALL SUMMER 2022

**SUN 4-6PM @HHS
THURS 5-7PM @HHS**

NEW DAYS & TIMES STARTING MAY 22

\$3/ADULTS -FREE FOR YOUTH (7-12 GRADES)



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum

TO: Parks, Art, Recreation & Culture Advisory Commission
FROM: Janette Keiser, Public Works Director
DATE: May 10, 2022
SUBJECT: Public Works Director's Report

-
- 1. Homer Green Infrastructure Storm Water Management System.** We are continuing to make progress with our Green Infrastructure Storm Water Management Projects. The appraiser visited Homer on May 12 to tour the properties we are interested in acquiring. We are actively discussing the possibility of a land trade with the Kenai Borough. Equally exciting, we are continuing discussions with the Kachemak Bay National Estuarine Research Reserve about the possibility of using their funding to acquire the "Kachemak Sponge" area.
 - 2. Non-Motorized Transportation.** I presented a large funding package for sidewalks, paths and trails to the City Council at their May 9 meeting. The second reading of the proposed ordinance will be May 23. I urge the PARCAC to support these appropriations.
 - 3. Term Contracts for Landscape Architects.** We received three proposals for landscape architecture services and will be offering Term Contracts to all three:
 - Corvus Design
 - Huddle AK
 - Bettisworth North



City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum

TO: Parks, Arts, Recreation & Culture Advisory Commission
FROM: Mike Illg, Recreation Manager
DATE: May 10, 2022
SUBJECT: City Council Action Related to PARCAC for May 19th Meeting

The following City Council resolutions and ordinances activity relevant to the Park, Arts, Recreation and Culture Advisory Commission since the last PARCAC meeting on May 19, 2022

April 25th

Resolution 22-032, An Ordinance of the City Council of Homer, Alaska Awarding a Contract to Anchor 907, LLC, of Homer, Alaska for Public Restroom Custodial Services in the Amount of \$80,000 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

NON OBJECTION

Resolution 22-034, A Resolution of the City Council of Homer, Alaska Approving a Recreational Use Agreement Between the City of Homer and the Kachemak Nordic Ski Club Regarding the Maintenance and Operation of Nordic Ski Trails on City Owned Land in the Baycrest Ski Area and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. **NON OBJECTION**

May 9th

Resolution 22-036, A Resolution of the City Council of Homer, Alaska Approving a Recreational Use Agreement between the City of Homer and South Peninsula Little League, Inc. Regarding the Maintenance and Operation of Little League Activities on City Owned Land at Karen Hornaday Park and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption. **PASSED**

UNANIMOUSLY

Resolution 22-039, A Resolution of the City Council of Homer, Alaska Awarding a Contract for the Construction of the Main Street Sidewalk to East Road Services, Inc. of Homer, Alaska in the Amount of \$1,148,123.11 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption. **PASSED UNANIMOUSLY**

Resolution 22-042, A Resolution of the City Council of Homer, Alaska Approving and Accepting a Donation to the City of Homer Municipal Art Collection from Washington State Artist James Hardman Entitled "Serenade". City Clerk/PARCAC. Recommend adoption. **PASSED UNANIMOUSLY**

Resolution 22-043, A Resolution of the City Council of Homer, Alaska Establishing the City Council's Intention to Promote Sidewalks and Safe Pedestrian Access. Lord/Davis/Erickson. **PASSED UNANIMOUSLY**

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 22-034

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING A RECREATIONAL USE AGREEMENT BETWEEN THE
CITY OF HOMER AND THE KACHEMAK NORDIC SKI CLUB
REGARDING THE MAINTENANCE AND OPERATION OF NORDIC SKI
TRAILS ON CITY OWNED LAND IN THE BAYCREST SKI AREA AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE APPROPRIATE DOCUMENTS.

WHEREAS, The Kachemak Nordic Ski Club (KNSC) is a non-profit corporation which has
been constructing, maintaining, and operating nordic ski trails on public and private lands for
many years; and

WHEREAS, KNSC maintains a network of trails on public and private lands in the
Diamond Creek Watershed known as the Baycrest Ski Trails; and

WHEREAS, Some of the trails at the Baycrest complex traverse City owned parcels:

173-022-01, T 6S R 14W SEC 9 SEWARD MERIDIAN HM SE1/4 SE1/4 EXCLUDING THE W1/2
SW1/4 SE1/4 SE1/4 and 173-032-29, T 6S R 14W SEC 10 SEWARD MERIDIAN HM SE1/4 &
S1/2 SW1/4 the title to which the City accepted via Ordinance 07-03; and

WHEREAS, The City and KNSC entered into their first MOA regarding these trails in the
winter of 2008 and that agreement has expired; and

WHEREAS, The City and KNSC entered into their second MOA regarding these trails in
the winter of 2013 and that agreement has expired; and

WHEREAS, The City and KNSC entered into their third MOA regarding these trails in the
winter of 2017 and that agreement has expired; and

WHEREAS, The City and KNSC wish to enter into a new MOA and a draft document was
submitted to the City Council for its review at its regular meeting on April 25, 2022; and

WHEREAS, An MOA between the City and KNSC is in the best interest of the public
because it promotes public-private partnerships, saves tax dollars, enhances recreational and
economic development opportunities, and provides access to public lands for the use and
enjoyment of all.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a new Memorandum of Agreement between the City of Homer and the Kachemak Nordic Ski Club and authorizes the City Manager to negotiate and execute the appropriate documents.

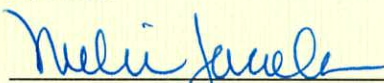
PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2022.

CITY OF HOMER



KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A





City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum 22-072

TO: Mayor Castner and Homer City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Mike Illg, Recreation Manager
DATE: April 12, 2022
SUBJECT: Recreational Use Agreement with Kachemak Nordic Ski Club

The City of Homer and Kachemak Nordic Ski Club (KNSC) have enjoyed a long, successful partnership, supporting the organizational capacity and usage of land to winter time Nordic skiing and snowshoeing to the community.

The City and KNSC has established a formalized partnership through a Recreational Use Agreement (RUA) since 2008 and this will be the fourth consecutive agreement with is organization. Having an RUA with an organization that regularly provides activities on City lands is a standard practice in most communities. The RUA clarifies which entity is responsible for which facilities and requirements for insurance.

The agreement includes updated information addressing designated points of contact, reference to the new food truck policy and reference to the special events policy.

Alaska Municipal League/Joint Insurance Association has reviewed the agency insurance requirement. Staff has communicated with KNSC for input and review regarding suggested updates and changes. This RUA would be valid for five years, and then can be renewed or amended.

Requested Action: Adopt a resolution approving a recreational use agreement between the Kachemak Nordic Ski Club and the City of Homer.

RECREATIONAL USE AGREEMENT

RECREATIONAL USE AGREEMENT ("Agreement") dated as of April 5, 2022, between the CITY OF HOMER, an Alaska municipal corporation ("City"), and the Kachemak Nordic Ski Club (KNSC) an Alaska nonprofit corporation ("Permittee").

RECITALS

WHEREAS, City owns certain property commonly known as The City owned parcels are described as KPB Parcels 173-022-01 and 173-032-29 and described as:

1. The City accepted title to the parcels referenced above via Ordinance 07-03. The land was conveyed by the University of Alaska through the Department of Natural Resources and the Kachemak Heritage Land Trust.
2. The Kachemak Heritage Land Trust raised the money for purchase of the land through years of hard work and fund raising. A primary source of funding was the Forest Legacy Program.
3. The City Council dedicated the two parcels as park and public lands in perpetuity (Ordinance 07-03) for the benefit of current and future generations.
4. The funding from the Forest Legacy Program contained stipulations and conditions that the property only be used for forestry programs, recreation, and conservation. The Council accepted title to the property with this understanding and all future uses must be consistent with these purposes.
5. The Kachemak Nordic Ski Club currently maintains over 30 kilometers of groomed nordic ski trails in the Baycrest / Diamond Creek area (which includes these parcels) and wishes to continue to do so under the agreement with the City.
6. The City wishes to authorize KNSC use and maintenance of existing ski trails.
7. This MOA is intended to establish the relationship between the City and KNSC.
8. This MOA constitutes a land use permit which specifically authorizes the activities described herein.
9. Nothing in this agreement obligates the City to provide funding or operational, maintenance, or program assistance of any kind.

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Complete" and "Completion" mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.

(b) "Council" means the City Council of the City of Homer, Alaska.

(c) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(d) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Permittee.

(e) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(f) "City" means the City of Homer, Alaska.

(g) "Property" is defined in Section 2.01.

(h) "Required Improvements" is defined in Section 5.02.

(i) "Permittee" means Kachemak Nordic Ski Club.

(j) "Term" is defined in Section 3.01.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

Exhibit "A" Legal Description of Property

Exhibit "B" Site Plan

Exhibit "C" Certificates of Insurance

ARTICLE 2. THE PROPERTY

2.01 License for Use of Property. Subject to the terms and conditions of this Agreement, City grants to Permittee and Permittee accepts from City a revocable, non-exclusive license to use the following described property ("Property"):

T 6S R 14W SEC 9 SEWARD MERIDIAN HM SE1/4 SE1/4 EXCLUDING THE W1/2 SW1/4 SE1/4 SE1/4, Homer Recording District, State of Alaska, as depicted on Exhibit A, containing 33 acres, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 17302201; and

T 6S R 14W SEC 10 SEWARD MERIDIAN HM SE1/4 & S1/2 SW1/4. Homer Recording District, State of Alaska, as depicted on Exhibit A, containing 240 acres. more or less, also known as Kenai Peninsula Borough Tax Parcel No. 17303229;

This Agreement does not grant Permittee any real property interest in the Property. This Agreement is issued to allow Permittee to use the Property only for the purposes authorized in this Agreement or approved in writing by City. The City reserves the right to permit other uses of the Property.

2.02 Property Accepted "As Is." Permittee has inspected the Property, has made its own determination as to the suitability of the Property for Permittee's intended use, and accepts the Property "AS IS." City, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the fitness of the Property for any particular purpose, including those uses authorized by this Agreement, or subsurface and soil conditions, including the presence of any Hazardous Substance.

ARTICLE 3. TERM

3.01 Agreement Term; Termination. The term of this Agreement is 5 years, commencing on May 1, 2022 and ending on April 30, 2027 ("Term"). The Term is subject to termination by either party, with or without cause, at any time.

3.02 Permit Renewal. Permittee acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term. Not less than 12 months before the expiration of the Term, Permittee may apply to City for a renewal of this Permit in the manner that a person then would apply for a new permit to use the Property. In response to a timely application, the Council will determine whether to renew this Agreement, and the term of any renewal, in its sole discretion. The Council is under no obligation to renew this Agreement, or to renew this Agreement for the term that Permittee requests. If the Council does not grant a timely application to renew this Agreement, Tenant shall prepare to surrender possession of the Property as required by Section 3.03, and dispose of improvements on the Property as required by Section 5.05.

3.02 Surrender of Possession. Upon the expiration or earlier termination of the Term, Permittee shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted, and shall remove from the Property all personal property of Permittee, and all other personal property that was not present on the Property at the commencement of the Term. If Permittee fails to surrender the Property in the required condition, City may (i) restore the Property to such condition and Permittee shall pay the cost thereof on demand; and (ii) at its option retain any personal property remaining on the Property, which shall become property of the City, or dispose of such personal property without obligation to Permittee.

3.03 Holding Over. Permittee's continuing in possession of the Property after the expiration or earlier termination of the Term will not renew or extend this Agreement and will not give Permittee any rights in or to the Property.

ARTICLE 4. PERMIT FEE, TAXES, ASSESSMENTS AND UTILITIES

4.01 Permit Fee. City will not charge Permittee any fee for Permittee's use of the Property under this Agreement.

4.02 Taxes, Assessments and Other Governmental Charges. Permittee shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to its use of the Property and personal property that is situated on the Property.

4.03 Utility Charges. Permittee shall pay all charges for utility and other services required for its use of the Property under this Agreement, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal and refuse removal. Permittee shall be solely responsible for the cost of utility connections.

ARTICLE 5. USE AND IMPROVEMENT OF PROPERTY

5.01 Use of Property. Permittee shall improve and use the Property in the following manner:

Special Nordic Ski Events, maintenance of existing ski trails (winter and summer), operations and public use of ski trails, installation of trail signage.

Permittee shall not use or improve the Property for any purpose or in any manner other than as described above without City's written consent, which consent City may withhold in its sole discretion.

5.02 Required Improvements. Permittee shall, at Permittee's sole expense, construct, and at all times during the Term keep and maintain on the Property the following improvements ("Required Improvements"):

The Required Improvements also are depicted in the site plan in **Exhibit B**. Permittee shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction within one additional year.

5.03 Construction Prerequisites. Permittee may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than 30 days before commencing construction, Permittee shall submit to City preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to City's approval, which will not be unreasonably withheld. City shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefor. Permittee shall be responsible for complying with all laws governing the construction, notwithstanding City's approval of preliminary plans and specifications under this paragraph.

(b) Not less than five days before commencing construction, Permittee shall deliver to City one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Permittee to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by City, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five days before commencing construction, Permittee shall give City written notice of its intent to commence construction, and furnish to City with proof that all applicable federal, state and local permits required for the construction have been obtained.

5.04 Extensions of Time for Completion of Required Improvements. City shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Permittee's written request describing the nature of the Excusable Delay, provided Permittee has commenced construction in a timely manner and is proceeding diligently to Complete construction.

5.05 Disposition of Improvements at End of Term.

(a) At the expiration of the Term Permittee shall leave in place on the Property all improvements designated in **Exhibit B** for transfer to City and retention on the Property at the expiration of the Term. Permittee shall leave such improvements intact with all components in good condition and ready for use or occupancy. Permittee shall execute, acknowledge and deliver to City a proper instrument in writing, releasing and quitclaiming to City all of Permittee's interest in such improvements. Except for improvements that Permittee is required to leave on the Property, Permittee shall remove any improvements constructed by Permittee or other occupants of the Property under this Agreement before the expiration of the Term.

(b) Permittee shall notify City before commencing the removal of an improvement as required by subsection (a) of this section, and coordinate the removal work with City. Once Permittee commences the removal work, Permittee shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term, in accordance with a site restoration plan approved by the City. All salvage resulting from such work will belong to Permittee, who is responsible for its removal and lawful disposal.

(c) If Permittee fails to remove any improvements from the Property that Permittee is required to remove under subsection (a) of this section, Permittee shall pay City the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 6. CARE AND USE OF THE PROPERTY

6.01 Maintenance of the Property. Permittee at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

6.02 Nuisances Prohibited. Permittee at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Permittee shall not use the Property in any manner that will constitute waste or a nuisance. City, at Permittee's expense and without any liability to Permittee, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Permittee, or after four hours notice to Permittee in writing, by telephone, facsimile or in person if City finds that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Permittee shall pay City all the costs of such removal. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

6.03 Hours of Operation. Permittee may use the Property, and invite members of the public onto the Property, only during the hours that City has made the Property open to the public. If the City prescribes hours of closure, Permittee will inform their membership accordingly.

6.04 Compliance with Laws. Permittee's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

6.05 Liens. Permittee may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Permittee shall cause the same to be removed; provided that Permittee may in good faith and at Permittee's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Permittee has furnished the bond required in AS 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Permittee shall indemnify and save City harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by City in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

6.06 Signs. Permittee may erect signs on the Property that comply with state and local sign laws and ordinances, subject to the prior written approval of the City.

6.07 Garbage Disposal. Permittee shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week.

6.08 Access Rights of City. City's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Agreement, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

6.09 Special Events. Permittee are not required to submit a Special Events permit unless there is an additional event beyond the typical and historical use of organization operations._

6.10 Food and Concessions. Permittee are allowed up to two (2) food trucks for their activities. These food trucks must fulfil the city's required food truck permitting process.

ARTICLE 7. ASSIGNMENT

7.01 Consent Required for Assignment. Permittee shall not assign its interest in this Agreement or in the Property without first obtaining the written consent of City, which City may grant or withhold in its sole discretion. No consent to any assignment waives Permittee's obligation to obtain City's consent to any subsequent assignment. An assignment of this Agreement shall require the assignee to assume Permittee's obligations hereunder, and shall not release Permittee from liability hereunder unless City specifically so provides in writing.

7.02. Costs of City's Consent to be Borne by Permittee. As a condition to City's consent to any assignment under section 7.01, Permittee shall pay City's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Permittee for City's consent to the assignment.

ARTICLE 8. LIABILITY, INDEMNITY AND INSURANCE

8.01 Limitation of City Liability. City, its officers and employees shall not be liable to Permittee for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of City, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

8.02 Indemnity Generally. Permittee shall indemnify, defend, and hold harmless City, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of City, its officers and employees.

8.03 Insurance Requirements.

(a) Without limiting Permittee's obligations to indemnify under this Agreement, Permittee at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to City and authorized to conduct business in the state of Alaska, as City may reasonably determine are required to protect City from liability arising from Permittee's activities under this Agreement. City's insurance requirements shall specify the minimum acceptable coverage and limits, and if Permittee's policy contains broader coverage or higher limits, City shall be entitled to such coverage to the extent of such higher limits.

(b) Permittee shall maintain in force at all times during the Term the following policies of insurance:

(1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance also shall be endorsed to provide contractual liability insuring Permittee's obligations to indemnify under this Agreement.

(2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.

(3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of City.

(c) Permittee shall furnish City with certificates evidencing the required insurance not later than the date as of which this Agreement requires the insurance to be in effect. The certificates of insurance shall be attached hereto as **Exhibit C**. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to City. City shall be named as an additional insured under all policies of liability insurance required of Permittee. City's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Agreement.

ARTICLE 9. ENVIRONMENTAL MATTERS

9.01 Use of Hazardous Substances. Permittee shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Permittee's authorized uses of the Property stated in Section 5.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

9.02 Prevention of Releases. Permittee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Permittee or any of its agents, employees,

volunteers, contractors, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

9.03 Compliance with Environmental Laws. Permittee at all times and in all respects shall comply, and will use its best efforts to cause all of its agents, employees, volunteers, contractors, invitees or other users or occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Permittee shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Permittee will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

9.04 Notice. Permittee shall promptly give City (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Permittee obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Permittee or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Permittee obtains regarding the release or discovery of Hazardous Substances on the Property.

9.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Permittee shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

9.06 Indemnification. Subject to Section 9.09, Permittee shall indemnify, defend, and hold harmless City, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against City, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Permittee to comply with its obligations under this Article; (ii) any activities on the Property during Permittee's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Permittee; (iv) the clean-up of Hazardous Substances on

the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which City is indemnified under this section shall be reimbursable to City as and when the obligation of City to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Permittee shall pay such liability, losses, claims, damages and expenses to City as so incurred within 10 days after notice from City itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to City is required where, in the determination of City, such itemization could be deemed a waiver of attorney-client privilege).

9.07 Survival of Obligations. The obligations of Permittee in this Article, including without limitation the indemnity provided for in Section 9.06, are separate and distinct obligations from Permittee's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term and any Renewal Term.

9.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Permittee against any person other than City with respect to the presence of Hazardous Substances as set forth above.

9.09 Extent of Permittee's Obligations. Permittee's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or during any time of Permittee's possession or occupancy of the Property prior to or after the Term of this Agreement; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Permittee or its employees, agents, customers, invitees or contractors.

ARTICLE 12. GENERAL PROVISIONS

12.01 Authority. Permittee represents and warrants that it has complete and unconditional authority to enter into this Agreement; this Agreement has been duly authorized by Permittee's governing body; this Agreement is a binding and enforceable agreement of and against Permittee; and the person executing the Agreement on Permittee's behalf is duly and properly authorized to do so.

12.02 Notices.

(a) All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission).

(b) From and after the signing of this Agreement, Permittee at all times shall maintain on file with City the names, mailing addresses, telephone numbers and email addresses of two individuals with authority to receive notices on behalf of Permittee under this Agreement.

(c) All notices to City under this Agreement shall be addressed to the following:

City Manager

City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@cityofhomer-ak.gov

12.03 Time. Time is of the essence of each provision of this Agreement. The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

12.04 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. The language in this Agreement shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

12.05 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

12.06 Independent Contractor Status. City and Permittee are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between City and Permittee. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

12.07 Parties Interested Herein. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person other than City and Permittee any right, remedy or claim, legal or equitable, under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of City and Permittee, and their permitted successors and assigns.

12.08 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of City and Permittee, and shall inure to the benefit of the permitted successors and assigns of City and Permittee.

12.09 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Agreement. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

12.10 Attorney's Fees. In the event of litigation between City and Permittee concerning enforcement of any right or obligation under this Agreement, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

12.11 Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

12.12 Entire Agreement, Amendment. This Agreement constitutes the entire and integrated agreement between City and Permittee concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of City shall bind City or be enforceable by Permittee unless specifically set forth in this Agreement. This Agreement may be amended only by written instrument executed and acknowledged by both City and Permittee.

12.13 Governing Law and Venue. This Agreement will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Agreement, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

12.14 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF HOMER

By: 
Rob Dumouchel, City Manager


By: 
(name/title)
Michael Gracz, President, KNSC

EXHIBIT A
LOCATION OF PROPERTY
(Section 2.01)



EXHIBIT B
SITE PLAN
(Section 6.02)

Not Applicable

EXHIBIT C
CERTIFICATES OF INSURANCE
(Section 9.04(d))



City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum

TO: Mayor Castner and Homer City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Mike Illg, Recreation Manager
DATE: April 27, 2022
SUBJECT: Recreational Use Agreement with South Peninsula Little League

The City of Homer and South Peninsula Little League (Little League) have enjoyed a long, successful partnership, ensuring the community has the field use and organizational capacity to provide Little League baseball and softball activities to the community.

While the City and Little League has pursued a formalized partnership through a Recreational Use Agreement (RUA), the previously agreement was not signed and this will be the first official agreement. Having an RUA with an organization that regularly provides activities on City lands is a standard practice in most communities. The RUA clarifies which entity is responsible for which facilities and requirements for insurance.

The agreement includes updated information addressing designated points of contact, reference to the new food truck policy, reference to the special events policy, usage related to pavilions, and other miscellaneous items. It should also be noted that Little League will no longer be using the City of Homer's HERC 2 facility for storage and meetings.

City Attorney Gatti has reviewed the template language in the document in addition to Alaska Municipal League/Joint Insurance Association has reviewed the agency insurance requirement. Staff has worked for a few months with Little League to draft the RUA as it relates to Little League. This RUA would be valid for one year, and then can be renewed or amended.

Requested Action: Approve a resolution and authorize the City Manager to execute the appropriate documents.

RECREATIONAL USE AGREEMENT

RECREATIONAL USE AGREEMENT ("Agreement") dated as of May 1, 2022, between the CITY OF HOMER, an Alaska municipal corporation ("City"), and SOUTH PENINSULA LITTLE LEAGUE, INC., an Alaska nonprofit corporation ("Permittee").

RECITALS

WHEREAS, City owns certain property commonly known as Karen Hornaday Park, and described as:

SW1/4 SE1/4 Section 18 Township 6S Range 13W, excluding South Peninsula Hospital Subdivision 2008 Addition, Kenai Peninsula Borough Parcel No. 17504023; and

WHEREAS, a part of Karen Hornaday Park has been developed with ball fields and a parking area; and

WHEREAS, the use of the ball fields in Karen Hornaday Park for Little League games and practice provides an valuable recreation resource to the youth of the Homer community; and

WHEREAS, Permittee desires to continue to conduct Little League games and practice at the ball fields in Karen Hornaday Park, and City agrees that Permittee should be permitted to do so under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Complete" and "Completion" mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.

(b) "Council" means the City Council of the City of Homer, Alaska.

(c) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(d) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Permittee.

(e) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(f) "City" means the City of Homer, Alaska.

(g) "Property" is defined in Section 2.01.

(h) "Required Improvements" is defined in Section 5.02.

(i) "Permittee" means South Peninsula Little League, Inc.

(j) "Term" is defined in Section 3.01.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

Exhibit "A" Legal Description of Property

Exhibit "B" Site Plan

Exhibit "C" Certificates of Insurance

ARTICLE 2. THE PROPERTY

2.01 License for Use of Property. Subject to the terms and conditions of this Agreement, City grants to Permittee and Permittee accepts from City a revocable, non-exclusive license to use the following described property ("Property"):

That part of the SW1/4 SE1/4 Section 18 Township 6S Range 13W, excluding South Peninsula Hospital Subdivision 2008 Addition, Homer Recording District, Third Judicial District, State of Alaska, also known as Kenai Peninsula Borough Parcel No. 17504023, that has been developed with ball fields and a parking area as depicted on **Exhibit A**, containing 7 acres, more or less, plus the improvements thereon, including without limitation three ball fields, storage connex, and batting cage platform;

Additionally, the Pavilions are available for use and must be scheduled. Pavilion use fees

are waived provided the use agreement is not in violation.

This Agreement does not grant Permittee any real property interest in the Property. This Agreement is issued to allow Permittee to use the Property only for the purposes authorized in this Agreement or approved in writing by City. The City reserves the right to permit other uses of the Property.

2.02 Property Accepted "As Is." Permittee has inspected the Property, has made its own determination as to the suitability of the Property for Permittee's intended use, and accepts the Property "AS IS." City, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the fitness of the Property for any particular purpose, including those uses authorized by this Agreement, or subsurface and soil conditions, including the presence of any Hazardous Substance.

ARTICLE 3. TERM

3.01 Agreement Term; Termination. The term of this Agreement is ____one____ year, commencing on __May 9____ 2022, and ending on ____January 1, ____, 2023 ("Term"). The Term is subject to termination by either party, with or without cause, at any time.

3.02 Permit Renewal. Permittee acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term. Not less than 3 months before the expiration of the Term, Permittee may apply to City for a renewal of this Permit in the manner that a person then would apply for a new permit to use the Property. In response to a timely application, the Council will determine whether to renew this Agreement, and the term of any renewal, at its sole discretion. The Council is under no obligation to renew this Agreement, or to renew this Agreement for the term that Permittee requests. If the Council does not grant a timely renewal of this Agreement, Tenant shall prepare to surrender possession of the Property as required by Section 3.03, and dispose of improvements on the Property as required by Section 5.05.

3.03 Surrender of Possession. Upon the expiration or earlier termination of the Term, Permittee shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted, and shall remove from the Property all personal property of Permittee, and all other personal property that was not present on the Property at the commencement of the Term. If Permittee fails to surrender the Property in the required condition, City may (i) restore the Property to such condition and Permittee shall pay the cost thereof on demand; and (ii) at its option retain any personal property remaining on the Property, which shall become property of the City, or dispose of such personal property without obligation to Permittee.

3.04 Holding Over. Permittee's continuing in possession of the Property after the expiration or earlier termination of the Term will not renew or extend this Agreement and will not give Permittee any rights in or to the Property.

ARTICLE 4. PERMIT FEE, TAXES, ASSESSMENTS AND UTILITIES

4.01 Permit Fee. City will not charge Permittee any fee for Permittee's use of the Property under this Agreement.

4.02 Utility Charges. City shall pay all charges for utility and other services required for its use of the Property under this Agreement, including without limitation ball field mowing, electric, water, sewer, snow removal and refuse removal. City shall be solely responsible for the cost of utility connections.

ARTICLE 5. USE AND IMPROVEMENT OF PROPERTY

5.01 Use of Property. Permittee shall use and maintain the Property during the months of May, June, July, August and September for Little League baseball games, practice, and events associated with league activities. Field use is anticipated to be greatest from May until early July, from 4 pm to 10:30 pm, Monday through Saturday. An extended season into September is possible due to clinics and playoff games. Permittee shall not use or improve the Property for any purpose or in any manner other than as described above without City's written consent, which consent City may withhold in its sole discretion. Permittee is not responsible for other park users not affiliated with Little League.

5.02 Required Improvements. Permittee shall, at Permittee's sole expense, construct, and at all times during the Term keep and maintain on the Property the following improvements ("Required Improvements"):

- Bases, base anchors, baselines, and infield.
- Dugouts
- Storage units

5.03 Construction Prerequisites. Permittee may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than 30 days before commencing construction, Permittee shall submit to City preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to City's approval, which will not be unreasonably withheld. City shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefor. Permittee shall be responsible for complying with all laws governing the construction, notwithstanding City's approval of preliminary plans and specifications under this paragraph.

(b) Not less than five days before commencing construction, Permittee shall deliver to City one complete set of final working plans and specifications as approved by the governmental

agencies whose approval is required for Permittee to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by City, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five days before commencing construction, Permittee shall give City written notice of its intent to commence construction, and furnish to City with proof that all applicable federal, state and local permits required for the construction have been obtained.

5.04 Extensions of Time for Completion of Required Improvements. City shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Permittee's written request describing the nature of the Excusable Delay, provided Permittee has commenced construction in a timely manner and is proceeding diligently to Complete construction.

5.05 Disposition of Improvements at End of Term.

(a) At the expiration of the Term Permittee shall leave in place on the Property all improvements designated in **Exhibit B** for transfer to City and retention on the Property at the expiration of the Term. Permittee shall leave such improvements intact with all components in good condition and ready for use or occupancy. Permittee shall execute, acknowledge and deliver to City a proper instrument in writing, releasing and quitclaiming to City all of Permittee's interest in such improvements. Except for improvements that Permittee is required to leave on the Property, Permittee shall remove any improvements constructed by Permittee or other occupants of the Property under this Agreement before the expiration of the Term.

(b) Permittee shall notify City before commencing the removal of an improvement as required by subsection (a) of this section, and coordinate the removal work with City. Once Permittee commences the removal work, Permittee shall execute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term, in accordance with a site restoration plan approved by the City. All salvage resulting from such work will belong to Permittee, who is responsible for its removal and lawful disposal.

(c) If Permittee fails to remove any improvements from the Property that Permittee is required to remove under subsection (a) of this section, Permittee shall pay City the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 6. CARE AND USE OF THE PROPERTY

6.01 Maintenance of the Property.

(a) Permittee at its own cost and expense shall keep the ball fields and all Little League storage buildings and batting cage and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

(b) Without limiting the generality of subsection (a) of this section, Permittee shall maintain the Property and ensure that the Property complies with all applicable health and safety standards. Permittee's maintenance responsibilities shall include without limitation:

- (i) repairing infield/outfield divots or damages,
- (ii.) performing minor fence repairs, and
- (iii) performing routine litter pick up and disposal on Park Property after all games and events.

- (iv) Inspecting dugouts and other wooden structures for nails or other snagging or puncture hazards and report all defects to Parks Superintendent

(c) City may close the Property on a daily basis if needed to control vandalism or inappropriate off-hours usage. The Property is not maintained in the winter by the City. The City shall provide Permittee with keys to the Property at the beginning of each season of its occupancy of the Property, but Permittee must return all sets of keys provided to Permittee at the end of the season. City shall provide waste receptacles for garbage during the summer months and shall empty these receptacles as needed but Permittee shall enforce the "leave no trace behind" principle with participants and spectators at its activities on the Property. The City shall provide restroom facilities. Permittee may provide additional portable toilets, generators, water holding tanks and storage units as needed at its own expense with approval and communication with Parks Superintendent.

(d) City shall provide mowing services on the fields.

(e) City shall provide major fence repairs such as chain link patching.

6.02 Nuisances Prohibited. Permittee while present on site shall keep the Property in a clean, orderly and sanitary condition. Permittee shall not use the Property in any manner that will constitute waste or a nuisance. City, at Permittee's expense and without any liability to Permittee, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Permittee, or after four hours notice to Permittee in writing, by telephone, facsimile or in person if City finds that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Permittee shall pay City all the costs of such removal. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

6.03 Supervision of Property Use.

(a) On or before each May 15 during the term of this Agreement, Permittee shall develop a schedule of games and events to occur on the Property during its next period of occupancy of the

Property, including without limitation adult and youth baseball games and practices and baseball tournaments and clinics. Permittee shall consult with the City before undertaking major maintenance or improvement of the Property or Permittee's facilities, including informing the City regarding its planned use of donated labor and materials.

(b) Permittee shall provide general supervision of use of the parking lots before, during and after its activities on the Property to ensure that the Property and City parking procedures are used and the parking lots are properly maintained. Permittee shall notify all participants of the inherent risks of parking near the sports fields and inform these participants of the risk assumed by the participant when he or she utilizes the parking lots.

(c) Permittee may store equipment on the Property and provide other user groups with access to its equipment storage facilities. Any secured facility on site, requires two keys or combination information and must be provided to the Parks Superintendent.

(d) Permittee may install sponsorship banners and/or signage only with review and approval from the City prior to installation,

(e) Permittee must assign two (2) points of contact or designees on behalf of the entire organization (one primary and one secondary in the absence of primary) to establish formal communication with the city staff (Parks Superintendent or designee).

(f) Permittee must require all organization coaches and board members to have read this user agreement.

6.04 Hours of Operation. Permittee may use the Property, and invite members of the public onto the Property, only during the hours that City has made the Property open to the public. Permittee shall take such measures to close the field access roads to vehicles by locking the chains when daily Little League activities have concluded. Any vehicles beyond the locked chain on the access road is limited to approved coaches and maintenance personnel only.

6.05 Compliance with Laws. Permittee's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

6.06 Liens. Permittee may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Permittee shall cause the same to be removed; provided that Permittee may in good faith and at Permittee's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Permittee has furnished the bond required in AS 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Permittee shall indemnify and save City harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by City in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the

lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

6.07 Access Rights of City. City's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Agreement, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

6.08 Special Events. Permittee are not required to submit a Special Events permit unless there is an additional event beyond the typical and historical use of organization operations._

6.09 Food and Concessions. Permittee are allowed up to two (2) food trucks for their activities. These food trucks must fulfil the city's required food truck permitting process. The Pavilion #2 will be available for permittee to use for concession purposes.

ARTICLE 7. ASSIGNMENT

7.01 Consent Required for Assignment. Permittee shall not assign its interest in this Agreement or in the Property without first obtaining the written consent of City, which City may grant or withhold in its sole discretion. No consent to any assignment waives Permittee's obligation to obtain City's consent to any subsequent assignment. An assignment of this Agreement shall require the assignee to assume Permittee's obligations hereunder, and shall not release Permittee from liability hereunder unless City specifically so provides in writing.

7.02. Costs of City's Consent to be Borne by Permittee. As a condition to City's consent to any assignment under section 7.01, Permittee shall pay City's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Permittee for City's consent to the assignment.

ARTICLE 8. LIABILITY, INDEMNITY AND INSURANCE

8.01 Limitation of City Liability. City, its officers and employees shall not be liable to Permittee for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of City, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

8.02 Indemnity Generally. Permittee shall indemnify, defend, and hold harmless City, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of City, its officers and employees.

8.03 Insurance Requirements.

(a) Without limiting Permittee's obligations to indemnify under this Agreement, Permittee at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to City and authorized to conduct business in the state of Alaska, as City may reasonably determine are required to protect City from liability arising from Permittee's activities under this Agreement. City's insurance requirements shall specify the minimum acceptable coverage and limits, and if Permittee's policy contains broader coverage or higher limits, City shall be entitled to such coverage to the extent of such higher limits.

(b) Permittee shall maintain in force at all times during the Term the following policies of insurance:

(1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance also shall be endorsed to provide contractual liability insuring Permittee's obligations to indemnify under this Agreement.

(c) Permittee shall furnish City with certificates evidencing the required insurance not later than the date as of which this Agreement requires the insurance to be in effect. The certificates of insurance shall be attached hereto as **Exhibit C**. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to City. City shall be named as an additional insured under all policies of liability insurance required of Permittee. City's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Agreement.

ARTICLE 9. ENVIRONMENTAL MATTERS

9.01 Use of Hazardous Substances. Permittee shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Permittee's authorized uses of the Property stated in Section 5.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

9.02 Prevention of Releases. Permittee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Permittee or any of its agents, employees, volunteers, contractors, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

9.03 Compliance with Environmental Laws. Permittee at all times and in all respects shall comply, and will use its best efforts to cause all of its agents, employees, volunteers,

contractors, invitees or other users or occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Permittee shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Permittee will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

9.04 Notice. Permittee shall promptly give City (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Permittee obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Permittee or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Permittee obtains regarding the release or discovery of Hazardous Substances on the Property.

9.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Permittee shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

9.06 Indemnification. Subject to Section 9.09, Permittee shall indemnify, defend, and hold harmless City, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against City, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Permittee to comply with its obligations under this Article; (ii) any activities on the Property during Permittee's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Permittee; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which City is indemnified

under this section shall be reimbursable to City as and when the obligation of City to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Permittee shall pay such liability, losses, claims, damages and expenses to City as so incurred within 10 days after notice from City itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to City is required where, in the determination of City, such itemization could be deemed a waiver of attorney-client privilege).

9.07 Survival of Obligations. The obligations of Permittee in this Article, including without limitation the indemnity provided for in Section 9.06, are separate and distinct obligations from Permittee's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term and any Renewal Term.

9.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Permittee against any person other than City with respect to the presence of Hazardous Substances as set forth above.

9.09 Extent of Permittee's Obligations. Permittee's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or during any time of Permittee's possession or occupancy of the Property prior to or after the Term of this Agreement; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Permittee or its employees, agents, customers, invitees or contractors.

ARTICLE 12. GENERAL PROVISIONS

12.01 Authority. Permittee represents and warrants that it has complete and unconditional authority to enter into this Agreement; this Agreement has been duly authorized by Permittee's governing body; this Agreement is a binding and enforceable agreement of and against Permittee; and the person executing the Agreement on Permittee's behalf is duly and properly authorized to do so.

12.02 Notices.

(a) All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission).

(b) From and after the signing of this Agreement, Permittee at all times shall maintain on file with City the names, mailing addresses, telephone numbers and email addresses of two individuals with authority to receive notices on behalf of Permittee under this Agreement.

(c) All notices to City under this Agreement shall be addressed to the following:

City Manager
City of Homer

491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@ci.homer.ak.us

12.03 Time. Time is of the essence of each provision of this Agreement. The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

12.04 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. The language in this Agreement shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

12.05 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

12.06 Independent Contractor Status. City and Permittee are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between City and Permittee. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

12.07 Parties Interested Herein. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person other than City and Permittee any right, remedy or claim, legal or equitable, under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of City and Permittee, and their permitted successors and assigns.

12.08 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of City and Permittee, and shall inure to the benefit of the permitted successors and assigns of City and Permittee.

12.09 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Agreement. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

12.10 Attorney's Fees. In the event of litigation between City and Permittee concerning enforcement of any right or obligation under this Agreement, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

12.11 Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

12.12 Entire Agreement, Amendment. This Agreement constitutes the entire and integrated agreement between City and Permittee concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of City shall bind City or be enforceable by Permittee unless specifically set forth in this Agreement. This Agreement may be amended only by written instrument executed and acknowledged by both City and Permittee.

12.13 Governing Law and Venue. This Agreement will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Agreement, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

12.14 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF HOMER

By: _____
Rob Dumouchel, City Manager

By: _____
(name/title)

(Section 2.01)

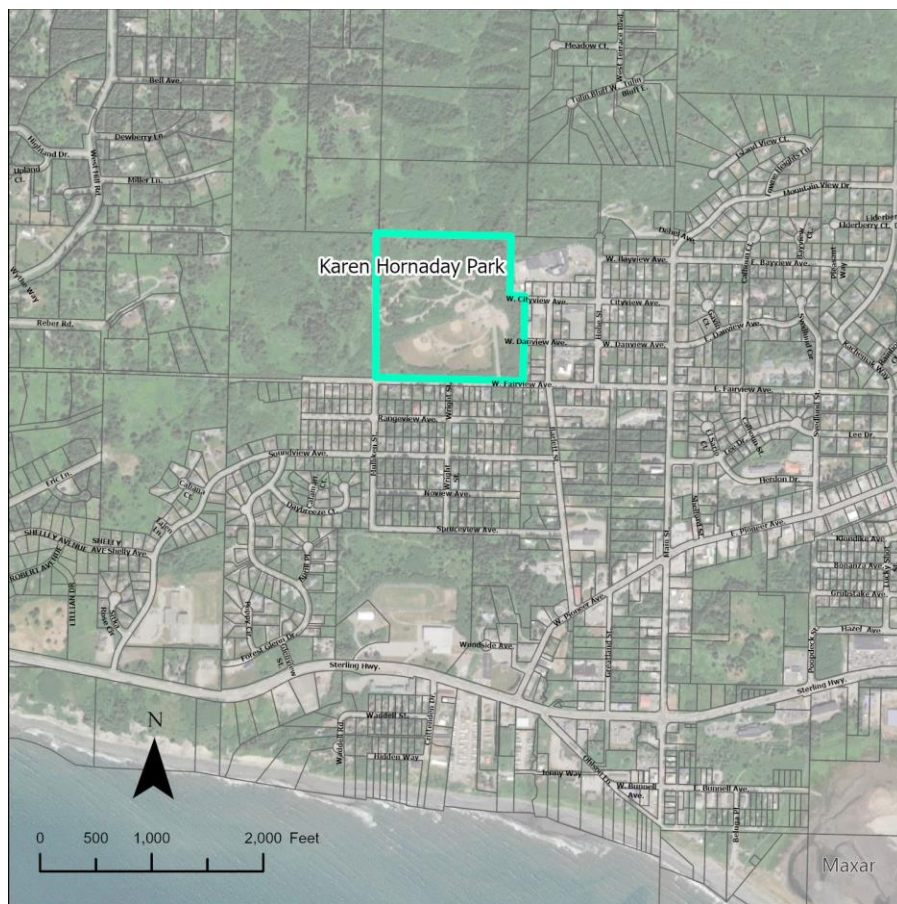


EXHIBIT B
SITE PLAN

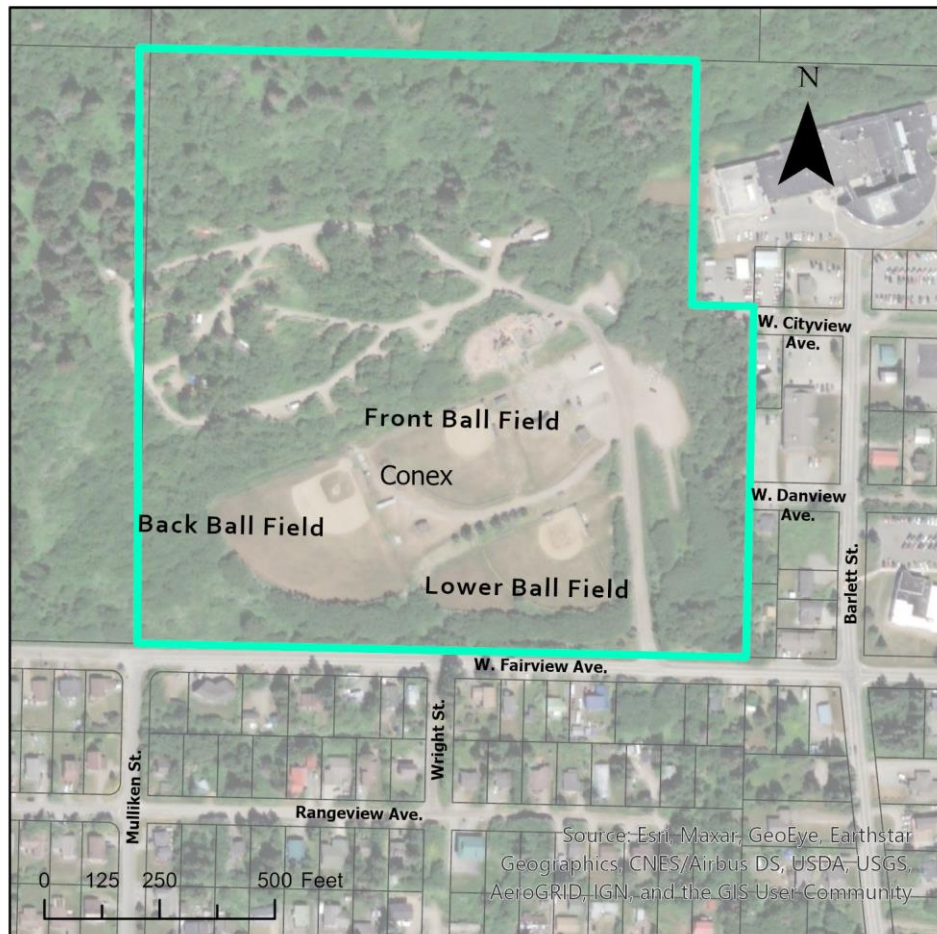


EXHIBIT C
CERTIFICATES OF INSURANCE
(Section 9.04(d))

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 22-xx

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A RECREATIONAL USE AGREEMENT BETWEEN THE CITY OF HOMER AND SOUTH PENINSULA LITTLE LEAGUE, INC, REGARDING THE MAINTENANCE AND OPERATION OF LITTLE LEAGUE ACTIVITIES ON CITY OWNED LAND AT KAREN HORNADAY PARK.

WHEREAS, South Peninsula Little League (Little League) is a non-profit corporation which has been maintaining and operating Little League activities at Karen Hornaday Park for many years; and

WHEREAS, City owns certain property commonly known as Karen Hornaday Park, and described as:

SW1/4 SE1/4 Section 18 Township 6S Range 13W, excluding South Peninsula Hospital Subdivision 2008 Addition, Kenai Peninsula Borough Parcel No. 17504023; and

WHEREAS, a part of Karen Hornaday Park has been developed with ball fields and a parking area; and

WHEREAS, the use of the ball fields in Karen Hornaday Park for Little League games and practice provides an valuable recreation resource to the youth of the Homer community; and

WHEREAS, The City of Homer and Little League have enjoyed a long term partnership but have never had a formal memorandum of agreement regarding use of city facilities; and

WHEREAS, An MOA between the City and Little League is in the best interest of the public because it promotes public-private partnerships, saves tax dollars, enhances recreational and economic development opportunities, and provides access to public lands for the use and enjoyment of all.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a Memorandum of Agreement between the City of Homer and South Peninsula Little League, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this ____ th day of April, 2022.

CITY OF HOMER

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ATTEST:

_____, MAYOR

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: PARKS ART RECREATION & CULTURE ADVISORY COMMISSION

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK II

DATE: MAY 12, 2022

SUBJECT: APPLICATION FOR THE DONATION OF ART FOR THE CITY MUNICIPAL
ART COLLECTION

This application was received by the Clerk's Office. The donor has suggested a location within the Children's Library of the Homer Public Library.

Please note that the City does not guarantee that the art will be displayed in the Library, however all considerations will be given to honor the donors request if the donation is accepted as a permanent addition into the Municipal Art Collection.

This artist is an Alaska Native and while this is a giclee print which means that it is an embellished with textures using paint on the print. It is a limited numbered print as well.

RECOMMENDATION

Make a motion to forward a recommendation to City Council that the donation be accepted into the Homer Municipal Art Collection.

Attached: Gift/Donation Proposal Application, Vermilion Flycatcher by Thelma Gower April 13, 2022



CITY OF HOMER

GIFT/DONATION PROPOSAL

APPLICATION

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THOROUGH.

DATE April 13, 2022

CONTACT PERSON Ms. Thelma R. Gower

TITLE Professor Emerita

ORGANIZATION IF APPLICABLE _____

ADDRESS 3771 West Hill Road

CITY Homer

STATE AK

ZIP 99603

PHONE 907-602-7845

FAX _____

CELL _____

EMAIL thelma.r.gower@Gmail.com

TELL US WHY YOU WISH TO DONATE THIS TO THE CITY OF HOMER? _____

I am moving away from Homer at the end of next month (May 2022) and cannot take this painting with me because I am going to have to put all my stuff in an unheated storage unit for the rest of this year, while I look for a house to live in. Without heat, the painting's paper will wrinkle and destroy the painting. So, I need to find a good Homer home for it and I believe that the wall to the right of the bathroom in the children's section of the library would be a perfect place to hang this painting.

PLEASE COMPLETE THE APPROPRIATE SECTIONS RELATED TO YOUR DONATION.

TITLE OF ARTWORK Vermillion Flycatcher , No. 4 out of a limited edition of 200

ARTIST(S) NAME Thomas Stream

YEAR COMPLETED 2017

DIMENSIONS 32-1/2 inches wide x 24-1/2 inches tall

MATERIALS USED TO CREATE ARTWORK This is a pigmented giclee print on archival, lightfast paper, surrounded by a black & red lacquer 1-1/2 inch wood frame by Redfish Custom

Framing here in Homer.

PHYSICAL DESCRIPTION OF THE PROPOSED DONATION—

One frame giclee print; see attached pictures.

NARRATIVE DESCRIPTION OF THE PROPOSED DONATION- TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE -

The picture is of a big red bird wearing a traditional Aluqik rain hat that looks so preposterous that you just smile when viewing it. And, yet, it is a faithful rendition of a vermilion flycatcher, sitting on a pine branch. The watercolor technique used is extraordinary; the overall effect is sublime. To any aspiring watercolorist or bird watcher, this is a wonderful picture, painted in a very culturally sensitive manner that only someone of native background could pull off.

IS THE PROPOSED PIECE ONE OF A KIND? No IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? yes
IF SO, AN EDITION OF HOW MANY? 200 Prints IS THE PIECE COMPLETED? Yes IF NOT WHEN IS THE
EXPECTED COMPLETION DATE? _____
WHAT IS THE CURRENT CONDITION OF THE PIECE? Excellent.

PROPOSED SITE OR LOCATION

DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE PIECE? IF SO WHERE? _____
I think that this painting would be perfect for the children's area of the library because: 1) it is Alaskan
to its core; 2) it shows what you can do with watercolors and a little imagination; and, 3)
it makes anyone looking at it happy. _____
For a child, it's a great piece of inspiration.

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? The ambiance of the children's room in the
library perfectly matches the mood (& colors) of this print.

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? No

TECHNICAL SPECIFICATIONS

DESCRIBE HOW THE PIECE IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF
THIS APPLICATION. This art piece is composed of: a black and red laquer wood frame & a museum-
quality giclee print. The painting is signed by Mr. Stream and his official bio is pasted to the back
of the painting.

HOW IS THE PIECE TO BE PROPERLY INSTALLED? Hang it up!

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? No.

WHO WILL BE INSTALLING THE PIECE? I have no idea.

WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE? 50+ year

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? No maintenance needed.

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS: N. A.

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? N. A.

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD? N. A.

BUDGET

PROJECT MANAGEMENT FEES	\$ _____	INSURANCE	\$ _____
ARTIST'S FEES	\$ _____	UTILITY HOOKUP	\$ _____
PURCHASE PRICE PERMITS	\$ _____	DELIVERY	\$ _____
STRUCTURAL	\$ _____	INSTALLATION	\$ _____
ENGINEERING SITE	\$ _____	SIGNAGE	\$ _____
PREPARATION OTHER	\$ _____	RECOGNITION	\$ _____
COSTS NOT LISTED	\$ _____	DESCRIPTION	_____

DATE PIECE WAS LAST APPRAISED? It has never been appraised.

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? The print cost me

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND DATE GOALS TO PREPARE THE PIECE FOR DONATION The painting is ready to go right now. It must be donate

RESTRICTIONS

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? N.A.

WHAT EXPAECTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK? That it will be seen by the public somewhere.

COMMUNITY INVOLVEMENT

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION? No.

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.
N. A.

APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.

yes AN RESUME OR BIO FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.

yes FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.

yes THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK

 SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK

 IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED
DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.

 A COPY OF A FORMAL APPRAISAL IF AVAILABLE

 TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL
ENGINEER.

APPLICATIONS ARE TO BE SUBMITTED TO:

THE CITY OF HOMER

CITY CLERKS OFFICE

491 E. PIONEER AVENUE

HOMER, AK 99603

OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO clerk@ci.homer.ak.us

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.



STONINGTON
GALLERY

Thomas Stream

Aleut (Sun'aq)

Aleut artist Thomas Stream was born in Kodiak, AK in 1941. He received his Bachelor of Fine Arts from Cornish School of Allied Arts in 1976. He began the *Aleutian Painting* series in 1996, an exploration of natural forms, vivid colors and delicate patterns. This series is encapsulated by the phrase, "We are still here," a simple—yet poignant and powerful—statement that sums up Stream's outlook on his heritage and his artwork.

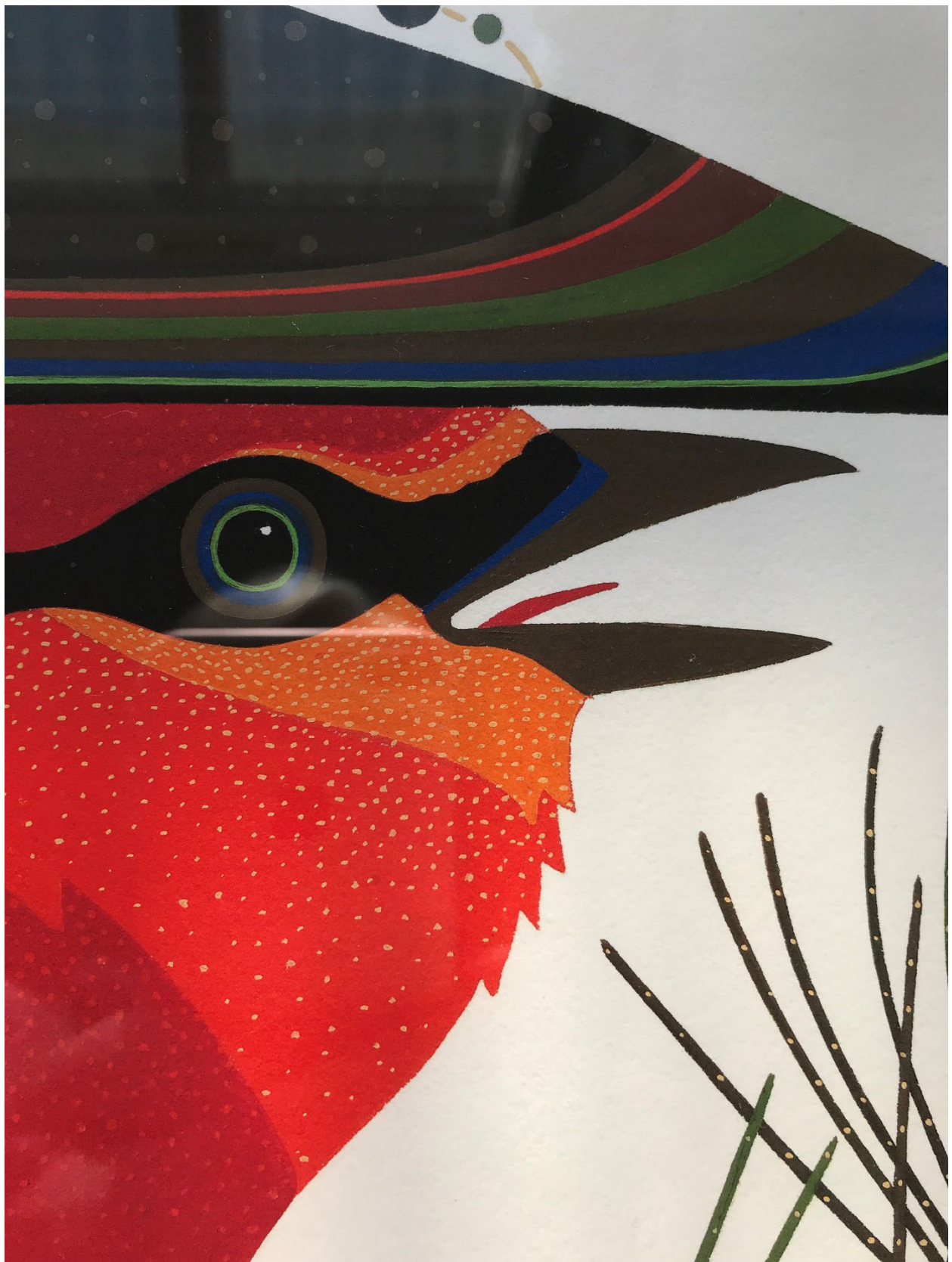
Stream's vivacious animals wear traditional Aleutian hunting hats. These represent nobility and status within Aleut society. The visors have been made out of steam-bent driftwood for millennia, serving both to shade the hunter's face in his kayak and to spiritually connect the hunter to his prey. The shape of the visor echoes the Aleutian kayaks. In Stream's iconography these visors celebrate the individual spirit of each animal, while connecting them to the Aleut people, who share the same environment.

The hunting visor has a couple of important uses. While in their kayaks, Aleutian hunters would wear hats and visors that funnel sound over the water into the hunters' ears, enabling them to pinpoint an animal's location. The hunters would decorate special hats for regalia purposes, showing their prowess and wealth with trade beads, colorful designs, and sea lion whiskers (the longest of which could only be captured by the most skilled of hunters). This wonderful symbol of a peaceful people is one that Thomas now uses on animals from every continent. It is his statement of how our environment is so closely and directly affected by our actions, and shows the common global bond that we have with nature.

Stream's paintings make use of geometric designs and pointillist dots. At first glance, these dots and lines simply add depth to a jay's wing or an orca's tail. However, these spiraling forms are cultural techniques to visualize time and space—the addition of which lend a longevity and immortality to their subjects.

"The images illustrate humility and honor to a unique group of people. I utilize the creatures of the sky, sea, and earth to depict the wonderful wittiness, strength, playfulness, sensitivity, power and sorrow of the Aleuts and their environment."









City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum

TO: Parks, Arts, Recreation & Culture Advisory Commission
FROM: Mike Illg, Recreation Manager
DATE: May 6, 2022
SUBJECT: Recommendations for Sidewalks in New Subdivision Development

Commissioner Lowney requested this item to be on the agenda to discuss. This topic is on the City Council's radar and was listed on the May 9th City council agenda. Council addressed the subject by unanimously approving *Resolution 22-043, A Resolution of the City Council of Homer, Alaska Establishing the City Council's Intention to Promote Sidewalks and Safe Pedestrian Access. Lord/Davis/Erickson*

Recommendation: City policies related to sidewalk development is under the purview of the Planning Commission, wait for direction from Administration/City Council to determine if the topic requires this Commission to review. Commissioners are encouraged to attend the meetings and provide comments as members of the public when items appear on the Planning Commission's agenda.

Attachment:

Resolution 22-043



City of Homer

www.cityofhomer-ak.gov

Community Recreation

HHS/600 East Fairview Avenue
Homer, Alaska 99603

communityrecreation@cityofhomer-ak.gov

(p) 907-235-6090

(f) 907-235-8933

Memorandum

TO: PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION

FROM: DEB LOWNEY, COMMISSIONER

THRU: MIKE ILLG, RECREATION MANAGER

DATE: MAY 9, 2022

SUBJECT: NON MOTORIZED TRANSPORTATION

Homer Drawdown recently selected Non-Motorized Transportation (NMT) as their 2022-2023 issue. I would like to have a brief summary and discuss suggestions about how we can assist them with their pursuit of addressing these issues throughout the 2022-2023 year.

- We hosted a Trails Symposium several years ago. Can we assist them in hosting another?
 - We were able to focus on 5 specific projects prioritized at that symposium. All of them have or are being completed. Can we do it again?
- Can we work on changing city, borough code to require sidewalks, paved paths or trails within new developments?
 - Retrofitting is very challenging and expensive. How can we best address the issue of wildlife and pedestrian corridors as new developments rapidly consume available green space?
 - How can PARCAC get involved with developments being platted, and address NMT issues through City Code?
- Would it be possible to host a visioning session for Pioneer Ave with a focus on NMT? How can we make this a more pleasant journey on foot, bike or other means of NMT?
- All parks should have walking trails from surrounding communities and along road access.
- Can we write a letter of support for Non-Motorized Funding opportunities?
- How do we make change that is appropriate, adequate, and sustainable?

**CITY OF HOMER
HOMER, ALASKA**

Lord/Davis/Erickson

RESOLUTION 22-043

A RESOLUTION OF THE CITY OF HOMER ALASKA ESTABLISHING
THE CITY COUNCIL'S INTENTION TO PROMOTE SIDEWALKS AND
SAFE PEDESTRIAN ACCESS

WHEREAS, The Homer Non-Motorized Trails and Transportation Plan states that "All new road construction projects will include facilities designed for non-motorized transportation," which "may include sidewalks, safe crossings, separated/shared pathways, wide outside lanes, paved shoulders and striped, signed bikeways,"; and

WHEREAS, The Homer Non-Motorized Trails and Transportation Plan calls for implementation of a procedure to ensure that "all new road construction plans in Homer are reviewed by the city for non-motorized transportation infrastructure and presented to the community...early enough in the design development process for the design and construction plans to accurately reflect the expressed desires of the community," ; and

WHEREAS, Homer City Code 11.04.120 states that "New streets...identified as public access corridors in the adopted Homer Non-Motorized Transportation and Trail Plan shall have easements for sidewalks, bicycle paths or other non-motorized transportation facilities to ensure convenient mobility and convenient access to parks, recreation areas, trails, playgrounds, schools and places of public assembly," ; and

WHEREAS, The City of Homer is experiencing a tremendous increase in housing developments; and

WHEREAS, The population of Homer is growing, and new streets are being built; and

WHEREAS, A primary role of local government is to help ensure public welfare and safety; and

WHEREAS, The City of Homer has not been requiring pedestrian access in most cases when new streets are being built, but rather leaving this as an option for private developers; and

WHEREAS, Councilmembers have received many complaints about new roads within the City which, while built to current standards, do not provide adequate pedestrian facilities because they are narrow, elevated above grade, have deep ditches, and lack shoulders; and

WHEREAS, The City has an opportunity to develop updated standards for roads and non-motorized transportation facilities that meet current and future needs and interests of the community.

NOW, THEREFORE BE IT RESOLVED that the City Council intends to pursue, beginning over the next three months, a number of actions to improve safety and a pedestrian and cyclist friendly community for residents and visitors alike:

1. Formulate reasonable changes to the Homer City Code to improve safety and pedestrian access on new City streets, including updating minimum road widths and assessing safety surrounding shoulders and ditch steepness.
2. Begin the process of updating the non-motorized transportation plan, an element of the Comprehensive Plan, including a long-term plan for building critical sidewalk infrastructure, and determining the costs to be borne by developers and/or private land owners
3. Support the work of Public Works to catch up and develop a non-motorized transportation implementation plan, non-motorized trails, and access in active developments.
4. Develop a plan to integrate interested committees/commissions into sidewalk discussion to ensure staff and volunteer efforts are well-coordinated and aligned with Council interests and direction.
5. Establish a strategic plan for funding road safety improvements on existing roads.
6. Hold a series of work sessions for Council to work through these issues as a body alongside the administration.

PASSED AND ADOPTED by the Homer City Council this 9th day of May, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Advertising and Staff time



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum

TO: Advisory Commissions

FROM: Janette Keiser, PE, Director of Public Works

DATE: April 21, 2022

SUBJECT: Strategies for Deploying HART Road/Trails Funds to Accelerate Non-Motorized Transportation and Road Repair

Issue

I will be asking Council to authorize the expenditure of HART Funds to accelerate the development of non-motorized transportation routes and road repairs.

The purpose of this memorandum is to brief you on the matter and encourage your support. I will be presenting this memorandum to City Council at the April 25th Work Session, with possible carry-over conversation occurring at the Committee of the Whole. The ordinances representing the actual appropriations would have their first reading on May 9th and second reading on May 25th.

Background & Summary of Request

We have an opportunity to accelerate fulfillment of two important goals. First, one of the City Council's priorities from the 2022 Visioning Session, is increasing opportunities for non-motorized transportation. Second, one of the City's obligations is to make sure City roads are properly maintained. The City Council has developed multiple tools to help achieve these goals:

<u>Tool & Enabling Legislation</u>	<u>Original Appropriation</u>
• Small Works Road Repair Program (Ord. 20-33)	\$175,000
• Small Works Drainage Program (Ord. 20-34)	\$110,000
• IDIQ Contract to East Road Services (Reso. 21-051)	\$125,000
• Small Works Trails Maintenance Program (Ord. 20-36(S))	\$ 36,000

These programs allowed us to achieve results that went above and beyond typical maintenance work. (A brief description/history of each program is described in following pages.)

There is still a lot of unmet need, which is outlined in the City's Road Financial Plan, the model for which was adopted by City Council, Resolution 21-028, as a means to guide the development of transportation/drainage capital improvement and major maintenance projects. The Road Financial Plan programs the expenditure of HART Road funds with the goal of "fixing the worst first".

There are projected to be substantial increases in sales taxes in FY 22-23. Since the HART Fund is built from sales taxes, this will mean substantial increases to the HART Road and Trails Funds. We propose to invest these

funds to (1) continue making progress on repairing the worst of our roads and (2) accelerating development of sidewalks and trails, by enhancing existing tools and creating a new one:

• Create new Non-Motorized Transportation Opportunity Program	\$850,000
• Create new Pavement Restoration Program	\$500,000
• Enhance existing Small Works Drainage Repair Program	\$50,000
• Enhance existing Small Works Road Repair Program	\$230,614
• Enhance existing IDIQ Contract for road repair work with East Road Services	\$230,614
• Enhance existing Small Works Trail Maintenance Program	<u>\$56,803</u>
Total Investment in Transportation	\$1,918,031

I have input these programs into the Road Financial Plan to analyze the short and long term impact on the overall health of the HART Fund. The HART Fund is sufficiently robust to support these investments, even if all the forecast sales tax increases do not materialize.

DESCRIPTION/HISTORY OF EACH PROGRAM

I. Create new Non-Motorized Transportation Opportunity Program

Proposed Investment	Sidewalks - \$750,000	Trails - \$100,000
----------------------------	------------------------------	---------------------------

The City would be in a stronger position to secure grant funding and negotiate with private developers to create non-motorized routes if we (a) knew how much they would likely cost and (b) were able to contribute to costs. The way to achieve these goals is to establish a fund that can be used to plan, survey, design, and construct non-motorized transportation routes on an opportunistic basis. For example, property owners/developers would be more willing to collaborate on non-motorized routes, if the City could pay incremental costs. Also, AK DOT would be more willing to collaborate on securing grant funds for non-motorized projects on state roads if the City invested in survey, conceptual design and cost estimating to demonstrate what is feasible and what the likely costs would be. From what we've seen of recent Notices of Funding Opportunity ("NOFO") issued for Infrastructure Grants, such collaborations would better position us in the highly competitive grant market.

I propose the City Council create a Non-Motorized Transportation Opportunity Program, financed by the HART Road Fund and the HART Trails Fund. (The Opportunity Program would be separate from funds used for the Main Street Sidewalk and the Ben Walters Sidewalk, which are already identified in the Public Works' Road Financial Plan and budgeted in the FY 22 Capital Budget.) Contracts for specific projects would be subject to City Council authorization per the City's Procurement Manual.

I propose that \$1,500,000 be made available for this Program for sidewalks and \$100,000 be made available for trails. Examples where the Opportunity Program would be used include:

- Collaborating with the developers to:
 - a. Design/construct a path on Fairview Avenue adjacent to the Terra Bella Subdivision, which is currently in the process of being platted. An easement has been created for that purpose but the developer is not responsible for building the path. (See Attachment 1.)
 - b. Design/construct a sidewalk between the end of Eric Lane and the west end of Fairview Avenue, through the Foothills Subdivision. Construction could be this summer. (See Attachment 1.)

- c. Design/construct a path between a new residential development adjacent to Jack Gist Park, to the park, using an easement created for this purpose. Construction could be this summer. (See Attachment 2.)
- d. Design/construct a path from East End Road to Jack Gist Park in an easement, which is being created for this purpose in a new residential development. Construction could be this summer. (See Attachments 3 and 4.)
- Develop conceptual design and cost estimates for:
 - a. A non-motorized route running parallel to Kachemak Drive, possibly dove-tailing with the Kachemak Sponge Green Infrastructure Storm Water Management Project and in collaboration as well as grant sponsorship with the AK DOT.
 - b. A non-motorized route on the lower portion of West Hill Road, possibly in collaboration as well as grant sponsorship with the AK DOT. (See Attachment 1.)

Recommendation:

That each Commission support the deployment of HART Funds for the new Non-Motorized Transportation Opportunity Program.

II. Create Pavement Restoration Program

Proposed Investment - \$500,000

We had \$177,895 budgeted in the FY 22/23 Capital Budget for grinding and paving East Bayview Ave, which had been assessed, using the PACER condition evaluation methodology we introduced in 2020, as being in dire need of pavement restoration. The Road Financial Plan calls for the investment of two – \$175,000 grind and pave projects every other year. We have learned this is not enough. First, due to the substantial increases in the cost of oil, which is a necessary component of asphalt, the cost of asphalt has sky-rocketed. Second, as we've been updating our Road Condition Assessments for our other paved roads, we're finding more of Homer's paved roads need restoration than previously thought. Further, some of them don't need just a face lift, but a complete reconstruction.

We have commissioned one of our Term Contract engineers to help us evaluate our pavements and identify the most cost effective options for restoration. Once we have this information, we'll be able to adjust the Road Financial Plan in a sensible way and plan for implementation. In the meantime, we know we need to work on a couple of high traffic roads and the \$177,895 will not cover the costs. Our goal is to prevent further deterioration before the road bases themselves are compromised. We'd like to create a Pavement Restoration Program, which we can access for high priority projects.

Recommendation:

That each Commission support the deployment of \$500,000 from the HART Road Fund for the Pavement Restoration Program.

III. Enhance existing Small Works Drainage Repair Fund**Proposed Investment - \$50,000**

With the adoption of Ordinance 20-34, the City Council created the Small Works Drainage Repair Program and obligated \$110,000 to it. This program allowed us to achieve drainage repairs that went above and beyond our typical maintenance services. For example, here are some representative improvements we achieved:

- Replaced corroded storm drain leads on Main St., Bartlett St., etc. \$29,337
- Rebuilt a blocked culvert installation on Early Spring St. \$5,000
- Purchased CMP culverts before price increased in 2021 \$45,000

\$79,336.75

The HART Road Fund is expected to earn an additional \$511,228 in FY 22. We propose that a portion of this, \$50,000, be allocated to the Small Works Drainage Program so we can continue to make progress on repairing spot drainage issues.

Recommendation:

That each Commission support the deployment of \$50,000 from the HART Road Fund for the Small Works Drainage Program.

IV. Enhance existing Small Works Road Repair Program**Proposed Investment - \$230,614**

With the adoption of Ordinance 20-33, the City Council created the Small Works Road Repair Program and obligated \$175,000 to it, to facilitate repair and restoration of Homer's roads with work that went above and beyond our typical maintenance services:

- Increased the gravel thickness – multiple roads \$26,000
- Dug out frost boils on Sprucewood Drive, west \$ 7,048
- Dug out frost boils on Eagle Place \$94,597¹
- Dug out frost boils on Eagle View Drive \$47,155²

\$175,000

There is still a lot of unmet need. Here is the estimated value of work that still needs to be done, which is set forth in the Road Financial Plan:

- Dig out Frost Boils \$350,000
- Add gravel to driving surfaces – multiple roads \$300,000
- Repaving projects \$3,500,000
- Repair guard rails on Highland Drive \$25,000
- Install new guard rail on Fairview Ave at Woodard Creek \$35,000

¹ Work was done under the IDIQ contract with East Road Services.

² Work was done under the IDIQ contract with East Road Services.

The HART Road Fund is expected to earn an additional \$511,228 in FY 22. We propose that a portion of this, \$230,614, be allocated to the Small Works Road Repair Program so we can continue to make progress on repairing the worst of our spot road problems.

Recommendation:

That each Commission support the deployment of \$230,614 from the HART Road Fund for the Small Works Road Repair Program.

V. Enhance existing IDIQ Contract for Road Repair with East Road Services

Proposed Investment - \$230,614

With the adoption of Resolution 21-051, the City Council awarded an Indefinite Duration, Indefinite Quantity ("IDIQ") contract to East Road Services in the amount of \$125,000, funded by the Small Works Road Repair Program. This was the result of a publicly bid procurement for which East Road Services submitted the only bid. We used this contract to accomplish the following work:

- | | |
|---|-----------------|
| • Dug out frost boils on Eagle Place | \$94,597 |
| • Dug out frost boils on Eagle View Drive | <u>\$47,155</u> |
| | \$141,752 |

There is still unmet need, set forth in the Road Financial Plan:

- | | |
|---|-------------|
| • Frost Boil dig outs, estimated value of work needed | \$ 500,000 |
| • Road base reconstructions | \$4,500,000 |

The HART Road Fund is expected to earn an additional \$511,228 in FY 22. We propose that a portion of this, \$230,614, be allocated to the East Road Services IDIQ Contract, separate from the Small Works Road Repair Program, so we can continue to make progress on digging out frost boils.

Recommendation:

That the Commissions support the deployment of \$230,614 from the HART Road Fund for the East Road Services IDIQ Contract.

VI. Enhance existing Small Works Trails Maintenance Fund

With the adoption of Ordinance 20-36(S), the City Council created the Small Works Trails Program to facilitate repair, restoration and enhancement of Homer's trails and authorized initial funding of \$36,000 from the HART Trails fund. The intent was to use these funds for planning, design and execution of smaller projects that were more than ordinary maintenance but less than capital projects on the Public Works Capital Improvement Program.

Here are representative improvements we achieved with these funds:

- We designed an ADA accessible trail from Fairview Avenue to Karen Hornaday Park, with helped us develop a cost estimate and grant application. This project has been awarded a \$150,000 grant from the Federal Transportation Admin's Recreation Trails Program. Construction will done at the same time we rebuild the access road and parking lot at the Park.
- We worked with the Homer Land Trust to widen, stabilize and upgrade the Poopdeck Trail system for ADA accessibility.
- We hired Corvus Design to develop a concept for more defined trails, including an ADA accessible sculpture trail, around Bishop's Beach Park. We will build these trails as funds allow.
- We acquired equipment to enable us to keep the Poopdeck Trail, Storybook Trail and other trails in the urban corridor walkable in the winter.
- We acquired trail counters, which allow us to track the numbers of people traversing various trails. This data helps us focus planning and maintenance on the most heavily used trails.

There is still more work to be done, such as:

- Realign the upper section of the Reber Trail to reduce the steep ascent and erosion. (See Attachment 1.)
- Enhance the lower section of the Reber Trail to facilitate parking and develop a defined trail head. (See Attachment 1.)
- Adjust sections of the trails between Islands/Oceans and Bishop's Beach to make them more ADA friendly.
- Develop a defined trail head to the trail that goes from the end of Danview Ave down to Woodard Creek. (See Attachment 1.)
- Use concepts from the Wayfinding Plan to develop/install wayfinding signs to Homer's trails.
- Plan and design trails in subdivisions that are in the process of platting or development, particularly looking for opportunities to create connectivity as they arise. (See
- Prepare a formal update to the City's 2004 Non-motorized Trails & Transportation Plan in preparation for the City's efforts to fast forward a new Comprehensive Plan

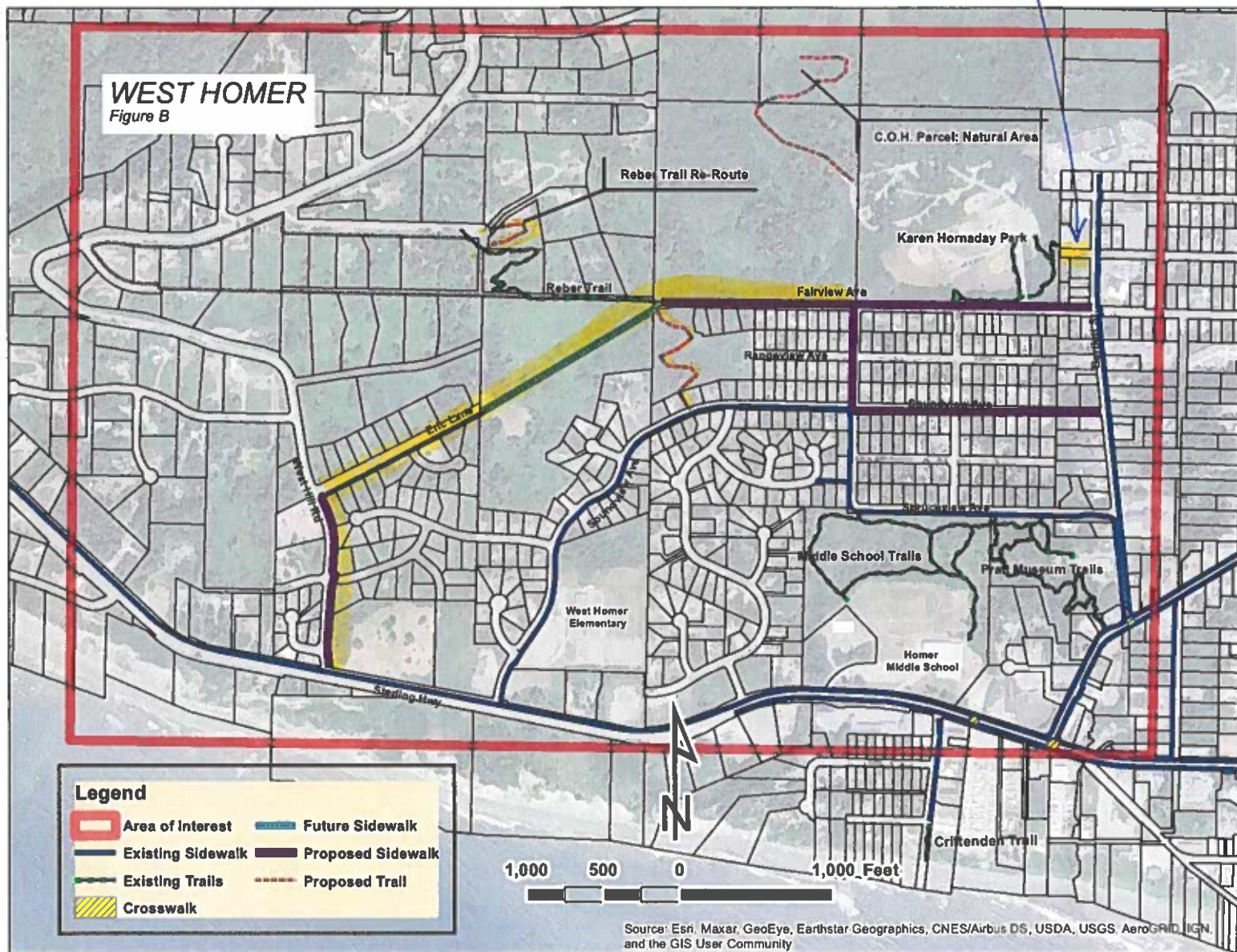
We propose to direct the projected increases in HART Trail Fund revenues for FY 22, \$56,803, to the Small Works Trails Program so we can continue to continue to make progress on repairing and enhancing Homer's trail system. In the event the forecasted revenue increases don't materialize, there are still sufficient funds in the HART Trails Fund to finance this program.

Recommendation:

That each Commission support the deployment of additional HART Trails Funds for the Small Works Trails Maintenance Program.

Attached: Attachments 1 – 4 Roads & Trails Maps
 Road Financial Plan Spreadsheet
 Draft Ordinances

Danview Trailhead to Woodland Creek



Attachment 1

Attachment 2

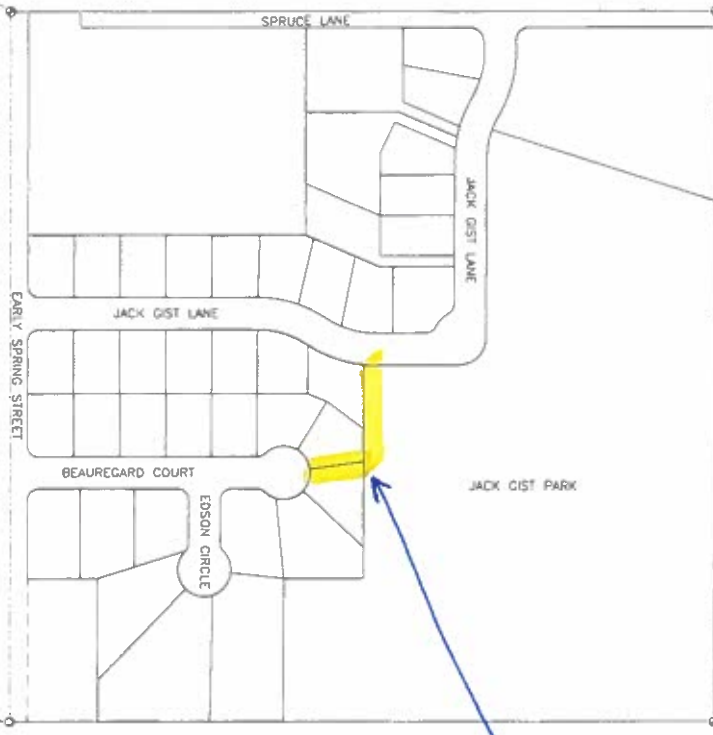
JACK GIST LANE			
STATION	NORTHING	EASTING	CURVE DATA
POB 10+00	107,249.6814	100,800.4840	
PC 14+63.20	107,249.4301	101,263.6842	RADIUS=200.00'
PRC 15+79.84	107,218.3139	101,373.8018	RADIUS=200.00'
PT 16+96.77	107,183.1977	101,484.2150	
POE 18+54.42	107,183.3451	101,641.8676	

BEAUREGARD COURT			
STATION	NORTHING	EASTING	CURVE DATA
POB 20+00	106,955.0014	100,800.9738	
POE 25+11.54	106,954.7238	101,312.5141	

EDSON CIRCLE			
STATION	NORTHING	EASTING	CURVE DATA
POB 20+00	106,955.0014	100,800.9738	
POE 25+11.54	106,954.7238	101,312.5141	

N1/16 SEC. 15
3-1/4" ALCAP MON
1301-S 1974
N=107,811.0933
E=100,799.5510

NW1/16 SEC. 15
3-1/4" ALCAP MON
1301-S 1974
N=107,810.3740
E=102,120.5800



1/4 SECS. 16/15
2-1/2" BRASS CAP MON
3686-S (NO DATE)
N=106,493.1925
E=100,801.7413

CW1/16 SEC. 15
3-1/4" ALCAP MON
1301-S 1974
N=106,492.2624
E=102,122.9815

SURVEY CONTROL

BASIS OF BEARING

1. BASIS OF BEARING FOR THIS SURVEY WAS DETERMINED BY A HIGH PRECISION GPS SURVEY USING TOPCON DUAL-FREQUENCY HiPer V RECEIVERS, DIFFERENTIALLY CORRECTED AND PROCESSED WITH MAGNET OFFICE VERSION 3.1 SOFTWARE. NAD83 ALASKA STATE PLANE GRID COORDINATES (U.S. SURVEY FEET) OBTAINED FROM THE GPS OBSERVATIONS WERE BASED ON THE NGS PUBLISHED VALUES FOR FEDERAL BASE NETWORK CONTROL STATION "HOMAIR" (PID T10155).

2. TRUE BEARINGS AND DISTANCES WERE DETERMINED BY ROTATING AND SCALING FROM GRID USING FEDERAL BASE NETWORK CONTROL STATION "HOMAIR" AS A SCALING POINT. TRUE BEARINGS WERE DETERMINED BY ROTATING GRID INVERSE AZIMUTHS -1°17'13.4". TRUE DISTANCES WERE OBTAINED BY DIVIDING GRID INVERSE DISTANCES BY 0.999986696.

3. THE RESULTING SCALED COORDINATES WERE TRANSLATED TO A LOCAL COORDINATE SYSTEM BASED ON FEDERAL BASE NETWORK CONTROL STATION "HOMAIR" N=100,000 E=100,000. ALL COORDINATE VALUES REPRESENT GROUND DISTANCES IN U.S. SURVEY FEET ORIENTED TO TRUE NORTH.

BASIS OF VERTICAL DATUM

BASIS OF VERTICAL DATUM FOR THIS SURVEY IS THE NAVD83 NGS PUBLISHED VALUE FOR FEDERAL BASE NETWORK CONTROL STATION "HOMAIR" (PID T10155). ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE DETERMINED FROM ELLIPSOID HEIGHTS USING GEOID12B. ELEVATIONS ARE IN U.S. SURVEY FEET.

PROJECT CONTROL POINT

KACHEMAK DRIVE VAULT
N=110,389.1808
E=110,033.8252
EL=63.18

X CHISELED ON CONCRETE LID OF STORM DRAIN MANHOLE AT SOUTH EDGE KACHEMAK DRIVE APPROXIMATELY 890 FEET SOUTH OF EAST END ROAD / KACHEMAK DRIVE INTERSECTION

**CITY OF HOMER
PUBLIC WORKS DEPT
APPROVED FOR
CONSTRUCTION**

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 9/4/2020 REGISTRATION NO. 7538-S

REGISTERED LAND SURVEYOR



JACK GIST SUBDIVISION NO. 3
ROAD, WATER AND SEWER IMPROVEMENTS
SURVEY CONTROL

PREPARED FOR
TELECOM DEVELOPMENT, LLC
HOMER, ALASKA 99603

BISHOP ENGINEERING, LLC
PO BOX 2501 HOMER, AK 99603-2501
(907) 288-7100 www.bishop-engineering.com

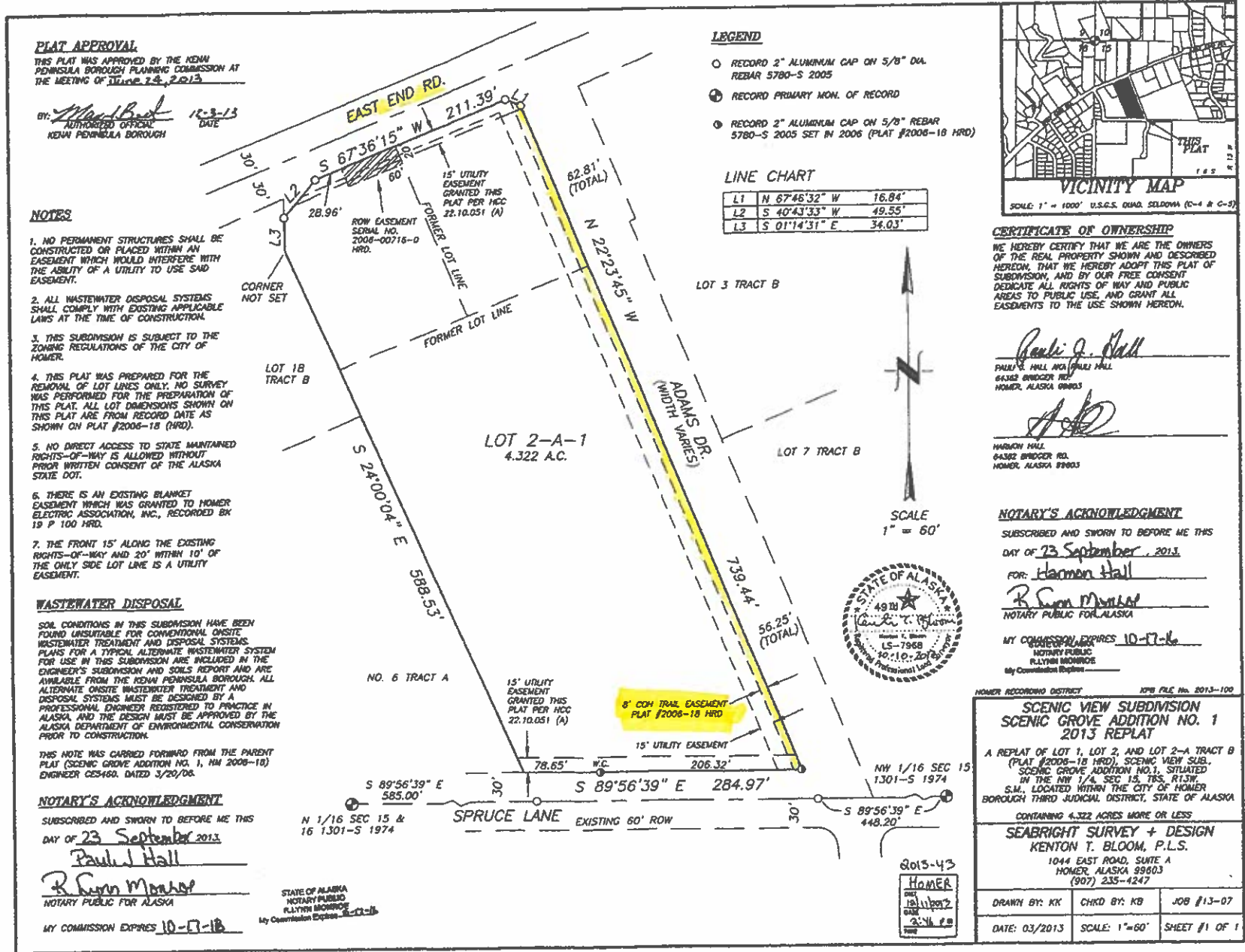
DATE 9/4/2020
BY JES
CHECKED JES
SCALE AS SHOWN
PLOT NO. 2020-10

C-1

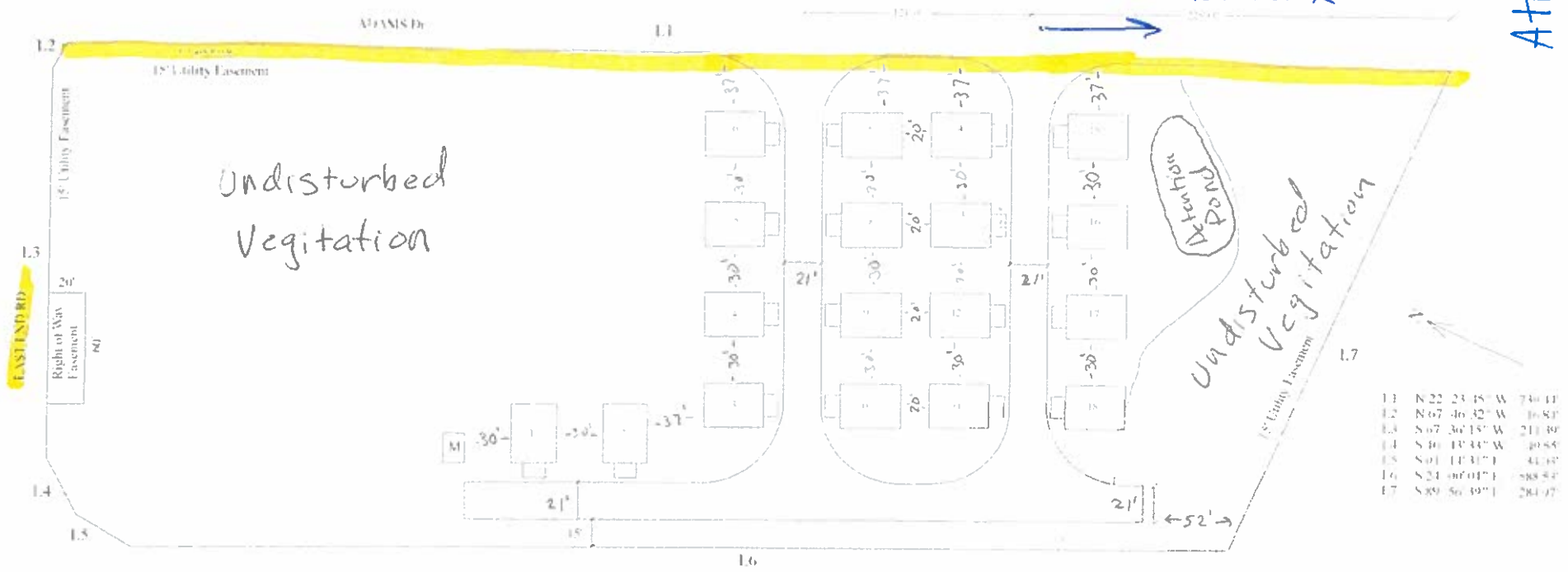
Parcel 179 240 36

2161 E. End Rd

Attachment 3



To Jack Gist Park



Units are numbered 1 - 18
 "M" is Maintenance Building 16ft X 12ft
 All 18 Units are 24ft X 32ft
 All 18 Units are 2 bedrooms + 1 bath (768 sq ft)
 All 18 Porches are 12ft width X 8ft deep

Liberty Investments, L.L.C.
 Layout by: Bill Hand
 Drawn by: MW
 Scale: 1" = 50'
 216-E East End Rd.
 KPB Parcel #17924036
 18 Cabins 768 sq ft each

Road Financial Plan w-\$811,000 Transfer & Enhanced Road Programs							
Projects in Blue - Repaired with funds from the Small Works Roads Repair Program			Projects in Orange - Funding goes beyond a 10 year horizon			Projects in Green - Funded	
		Year 0 July 2020- June 2021	Year 1 June 2021 - July 2022	Year 2 July 2022 - June 2023	Year 3 July 2023 - June 2024	Year 4 July 2024 - June 2025	Year 5 July 2025 - June 2026
Grind & Repave Projects							
FY22-\$177,895	E. Bayview Ave to Bayview Ct			\$ 177,895			
	W. Bayview Ave						
	Bay Ave					\$ 175,000	
	Island View off Town Heights					\$ 175,000	
	Woodside						
	Klondike						
	E Street						
	Svedlund Circle						
	Lake Side Circle						
	B Street						
	Pine Terrace Circle						
	Tulin Terrace Blvd						
	Spruce Terrace Circle						
	A Street						
	Ohlsen to intersection of Main						
Road base reconstruction projects							
FY22 - \$240,000 - Road base reconstruction	Karen Hornaday Park Road		\$ 510,000				
FY 22 - \$120,000 - KHP	Rangeview Ave				\$ 150,000		
FY 22 - \$150,000 - Trail grant	Ohlson Lane						\$ 200,000
	Sprucewood Dr						
	Shelford Street						
	W. Bunnell Ave						
	Lampert Lane						
	Mission Road						
	Pleasant Way						
	Rainbow Place						
	Kalalock Ct.						
	Meadow Drive						
	Spruce Lane						
	Wright Street						
	Paintbrush Court						
	Paintbrush Street						
	Woodside Ave						
	Bayview Court						
	Calhoun Court						
	W City View Ave						
	Spruce Circle						
Dig out Frost Boils	Eagle View Drive - Diamond Willow to Garden Park		\$ 47,155				
FY 22 - Small Works Roads Repair \$70,000	Sprucewood - near west entrance by Roger's Loop		\$ 7,048				
	Eagle Place		\$ 94,597				
	Sprucewood - 2200- 2240						

		Year 0 July 2020- June 2021	Year 1 June 2021 - July 2022	Year 2 July 2022 - June 2023	Year 3 July 2023 - June 2024	Year 4 July 2024 - June 2025	Year 5 July 2025 - June 2026
	Crossman Ridge Road - Skyline to Gate						
	Garden Park Road - at 1630						
	Emerald Place - 135 LF				\$ 75,000		
	Bay Vista Pl. and Bay Vista Court				\$ 75,000		
	Fireweed Lane				\$ 75,000		
	Fireweed Avenue					\$ 75,000	
Add Gravel	Saltwater						
	Alder Lane						
	Dewberry Lane						
	E. Fairview						
	Hanso Ave				\$ 15,000		
	Dehel Ave				\$ 15,000		
	Hidden Way				\$ 15,000		
	Kalalock Ct				\$ 15,000		
	Orion Circle				\$ 15,000		
	Emerald Road				\$ 15,000		
	Diamond Creek PL				\$ 15,000		
	Queets Circle				\$ 15,000		
Sidewalks	Main Street Sidewalk - design						
		\$ 110,700					
	Main Street Sidewalk - construction		\$ 1,100,000				
FY 22 - E Fairview Trail - design - \$30,000	E. Fairview Ave Path - design			\$ 30,000			
	E. Fairview Ave Path - construction				\$ 75,000		
	Ben Walters Way Sidewalk - design & survey		\$ 100,000				
	Ben Walters Way Sidewalk - construction			\$ 1,500,000			
	Svedlund/Herndon to Senior Citizens Center - design & construction					\$ 500,000	
	W. Fairview Avenue path- design						\$ 40,000
Drainage	Small Works Drainage program	\$ 110,000	\$ 25,000		\$ 25,000	\$ 50,000	\$ 50,000
	Horizon Court Landslide Repair	\$ 20,000					
	Woodard Creek Culvert - design & construction	\$ 463,353					
	Update to Drainage Master Plan	\$ 90,000					
	Mt. Augustine Drainage Improvements - design & construction	\$ 97,000	\$ 100,000				
	Checkerboard Sponge Unit of Green Stormwater System - loan payment			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

		Year 0 July 2020- June 2021	Year 1 June 2021 - July 2022	Year 2 July 2022 - June 2023	Year 3 July 2023 - June 2024	Year 4 July 2024 - June 2025	Year 5 July 2025 - June 2026
	Beluga Lake Unit of Green Stormwater System - loan payment			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Beluga Slough Unit of Green Stormwater System - loan payment			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Bidarki Creek Unit of Green Stormwater System			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Misc	CMMS - Road Share		\$ 23,333				
	Update to Design Criteria Manual - Road Share		\$ 15,000				
	PW Campus Mitigation Plan		\$ 25,000				
	Snow Storage		\$ 20,000				
	Fuel Island Replacement - Design		20,000				
	Fuel Island Replacement - Construction			\$ 190,000			
	Road share of Ocean Drive SAD	\$ 52,606					
Ord 17-40(A) = minimum \$500K to be allocated to capital projects from HART Roads	TOTAL CAPITAL PROJECTS	\$ 943,659	\$ 2,087,133	\$ 2,097,895	\$ 795,000	\$ 1,175,000	\$ 490,000
Non-Motorized Transportation Opportunity Program				\$ 850,000			
Pavement Restoration Program				\$ 500,000			
Enhance Small Works Drainage Repair Program				\$ 50,000			
Enhance Small Works Road Repair Program				\$ 230,614			
Enhance IDIQ Contract for road repair				\$ 230,614			
From Fleet Replacement Schedule	FLEET REPLACEMENTS	\$ 416,000	\$ 609,999	\$ 31,666	\$ 109,166	\$ 458,333	\$ 15,000
Covers Winter Roads, Gravel Roads and Pave Roads elements in PW Operating Fund	EST. TRANSFER TO GENERAL FUND	\$ 800,000	\$ 818,364	\$ 849,077	\$ 850,000	\$ 850,000	\$ 850,000
	TOTAL EXPEDITURES FROM HART FUND	\$ 2,159,659	\$ 3,515,496	\$ 4,839,866	\$ 1,754,166	\$ 2,483,333	\$ 1,355,000
	REVENUES	\$ 1,200,000	\$ 1,322,458	\$ 1,833,687	\$ 1,925,371	\$ 1,700,000	\$ 1,700,000
	BALANCE	\$ 6,746,078	\$ 4,553,040	\$ 1,546,861	\$ 1,718,066	\$ 934,733	\$ 1,279,733

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 22-25

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING
\$750,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS
(HART) ROAD FUND AND \$100,000 FROM THE HART TRAILS FUND
TO ESTABLISH A NON-MOTORIZED TRANSPORTATION
OPPORTUNITY FUND.

WHEREAS, A City Council priority from the 2022 Visioning Session is increasing opportunities for non-motorized transportation; and

WHEREAS, The City has numerous opportunities and needs for improving existing routes and building new routes to improve connectivity, walkability and accessibility around the City's urban and rural neighborhoods; and

WHEREAS, The City has been told by the AK DOT that increased funding will be available for non-motorized transportation in the coming years and further, private developers are planning new subdivisions every year, which typically do not include provisions for non-motorized routes; and

WHEREAS, The City would be in a stronger position to secure grant funding and negotiate with private developers if we knew where we wanted non-motorized routes to go and where the terrain and other constraints allowed them to go; and

WHEREAS, We would be in a stronger position to fund projects if we had a better understanding of costs; and

WHEREAS, Opportunities may unexpectedly arise to build out or improve a non-motorized route, as we continue to build partnerships with local stakeholders and resource providers; and

WHEREAS, The way to achieve all these goals is to establish a Non-Motorized Transportation Opportunity Fund, financed by the HART Road Fund and the HART Trails Fund that can be used to plan, survey, design and construct *ad hoc* non-motorized transportation routes on an opportunistic basis; and

WHEREAS, The Opportunity Fund would be separate from the project-specific non-motorized routes such as the Main Street Sidewalk and the Ben Walters Way Sidewalk, which are already programmed in the Public Works' Road Financial Plan and budgeted in the FY 22 Capital Budget; and

WHEREAS, Contracts for specific projects would still be subject to City Council authorization.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 22 Capital Budget is hereby amended by appropriating \$750,000 from the HART Road fund and \$100,000 from the HART Trails fund to create the Non-Motorized Transportation Opportunity Fund to pay for support the planning, design, survey, and construction of non-motorized routes in the City of Homer, on an opportunistic basis, funded as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
160	HART Road Fund	\$750,000
165	HART Trails Fund	\$100,000

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

- 84
- 85 First Reading:
- 86 Public Reading:
- 87 Second Reading:
- 88 Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 22-26

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING
\$500,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS
(HART) ROAD FUND TO ESTABLISH A PAVEMENT RESTORATION
PROGRAM.

WHEREAS, \$177,895 was budgeted in the FY 22/23 Capital Budget for grinding and paving East Bayview Ave, which had been assessed, using the PACER condition evaluation methodology we introduced in 2020, as being in dire need of pavement restoration; and

WHEREAS, The Road Financial Plan calls for the investment of two – \$175,000 grind and pave projects every other year; and

WHEREAS, We have learned this is not enough because due to the substantial increases in the cost of oil, which is a necessary component of asphalt, the cost of asphalt has skyrocketed; and

WHEREAS, We're finding more of our paved roads need restoration than previously thought and some of them don't need just a face lift, but a complete reconstruction.

WHEREAS, We have commissioned one of our Term Contract engineers to help us evaluate our pavements and identify the most cost effective options for restoration so we can update the Road Financial Plan in a sensible way; and

WHEREAS, We know we need to work on a couple of high traffic roads and the \$177,895 that is currently in the budget will not cover the costs; and

WHEREAS, We'd like to create a Pavement Restoration Program, which we can access for high priority projects.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 22 Capital Budget is hereby amended by appropriating \$500,000 from the HART Road Fund to create the Pavement Restoration Program as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
160	Pavement Restoration Fund	\$500,000

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 22-28

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING AN
ADDITIONAL \$56,803 FROM THE HOMER ACCELERATED ROADS
AND TRAILS (HART) TRAILS FUND TO THE SMALL WORKS TRAILS
MAINTENANCE PROGRAM.

WHEREAS, The City Council, with the adoption of Ordinance 20-36(S), created the
Small Works Trails Maintenance Fund, with an initial investment of \$36,000, to facilitate repair
and restoration of Homer's trails; and

WHEREAS, This program has allowed the City to achieve trail work that went above and
beyond our typical maintenance services; and

WHEREAS, There is still a lot of unmet need and it is in the best interests of the hiking
public to continue to make progress on the City's trails; and

WHEREAS, Sales tax revenues, from which the HART Trails Fund is built, are projected
to increase for FY 22.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 22 Capital Budget is hereby amended as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
165	Small Works Road Repair Program	\$56,803

Section 2. This is a budget amendment ordinance, is not permanent in nature, and
shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of ____, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

43

44 ATTEST:

45

46

47

48 _____
MELISSA JACOBSEN, MMC, CITY CLERK

49

50

51 YES:

52 NO:

53 ABSENT:

54 ABSTAIN:

55

56 Introduction:

57 Public Hearing:

58 Second Reading:

59 Effective Date:

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 22-27

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING AN
ADDITIONAL \$511,228 FROM THE HOMER ACCELERATED ROADS
AND TRAILS (HART) ROAD FUND TO THE SMALL WORKS ROAD
REPAIR PROGRAM, THE SMALL WORKS DRAINAGE PROGRAM, AND
INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT
TO EAST ROAD SERVICES.

WHEREAS, The City Council created three tools to facilitate repair and restoration of
Homer's roads and drainage works:

<u>Tool & Enabling Legislation</u>	<u>Original Appropriation</u>
• Small Works Road Repair Program (Ord. 20-33)	\$175,000
• Small Works Drainage Program (Ord. 20-34)	\$110,000
• IDIQ Contract to East Road Services (Reso. 21-051)	\$125,000

WHEREAS, These programs allowed the City to achieve road repairs that went above and
beyond our typical maintenance services; and

WHEREAS, There is still a lot of unmet need and it is in the best interests of the traveling
public to continue to make progress on repairing the worst of the City's roads.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 22 Capital Budget is hereby amended as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
160	Small Works Road Repair Program	\$230,614
160	Small Works Drainage Program	\$50,000
160	IDIQ Contract to East Road Services	\$230,614

Section 2. This is a budget amendment ordinance only, is not permanent in nature,
and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

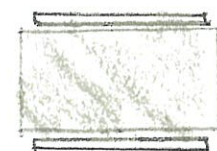
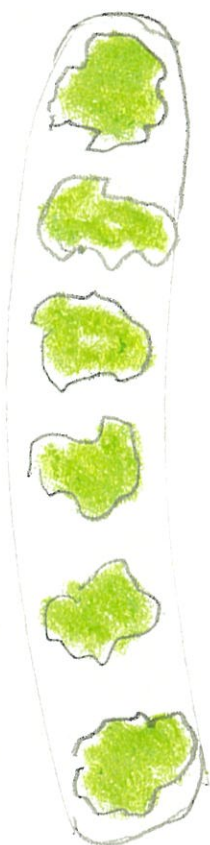
Public Reading:

Second Reading:

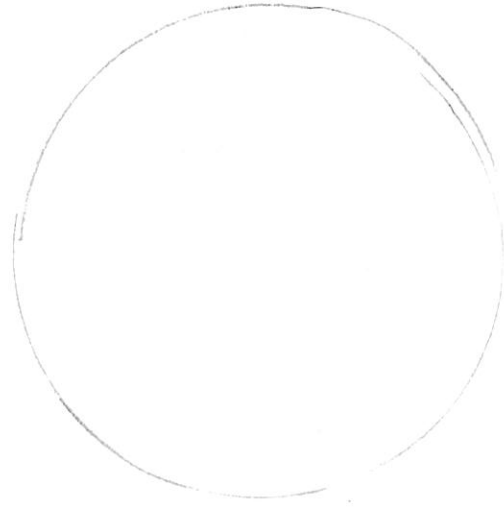
Effective Date:

Area in between benches
will be a cement pad
decorated with sea life
imprints

1-8 - 4x8 white Vinyl 3 Row Diamond Fence



Decorated with sea life
imprints to make a ramp
style entry - cement pa



No Parking sign



Handicap parking spot?



No Parking sign



maybe a handicap parking spot?
Not sure if enough Room



Spit Road



Delving Into the 2022 Agency Performance Review

April 21, 2022, Department, by Melissa May



For an enhanced digital experience, [read this story in the ezine.](#)

Two years into the coronavirus (COVID-19) pandemic, one thing is clear: parks and recreation is essential. Each year, 260 million people across the United States visited a park, trail, recreation center or other park and recreation amenity at least once. This is thanks to the efforts of more than 165,000 full-time park and recreation staff and the hundreds of thousands of part-time and seasonal workers and volunteers across the United States working tirelessly to ensure that every person in every community benefits from the programs and facilities that parks and recreation offers.

These dedicated people at the more than 10,000 local park and recreation agencies support services and facilities that offer rewarding recreation opportunities, deliver vital emergency services and promote better physical and mental health. Quantifying the work of park and recreation professionals and their agencies helps demonstrate the role of parks and recreation in your community to internal colleagues, external consultants, partners, policymakers and key stakeholders.

The [2022 NRPA Agency Performance Review](#) summarizes the key findings from [NRPA Park Metrics](#) — the benchmarking resource that assists park and recreation

professionals in the effective management and planning of their operating resources and capital facilities. The combination of insights from this report and NRPA Park Metrics, along with information about your community's specific needs and experiences, will help identify the optimal mix of facilities and programming your agency should deliver.

Throughout the report, data are presented on the "typical" agency. Understanding that no agency is "typical," additional cross-tabulations by jurisdiction population or population density also are presented. More comprehensive cross-tabulations are available as [interactive tables](#). The *2022 NRPA Agency Performance Review* presents data from more than 1,000 unique park and recreation agencies across the United States, as reported between 2019 and 2021.

Key findings from the *2022 NRPA Agency Performance Review* include:

Park Facilities

- **Residents per Park** – There is typically one park for every 2,323 residents.
- **Acres of Parkland per 1,000 Residents** – The typical park and recreation agency has 10.4 acres of parkland for every 1,000 residents in the jurisdiction.
- **Outdoor Park and Recreation Facilities: Prevalence and Population per Facility** – An overwhelming majority of park and recreation agencies have playgrounds (95 percent) and basketball courts (86 percent) in their portfolio of assets.
- **Miles of Trails** – The typical park and recreation agency manages or maintains 14 miles of trails for walking, hiking, running and/or biking.
- **Indoor Park and Recreation Facilities: Prevalence and Population per Facility** – A majority of agencies offer community centers and recreation centers; two in five agencies offer senior centers.

Programming

- **Programming Offered by Park and Recreation Agencies** – Key programming activities include themed special events, social recreation events, team sports, fitness enhancement classes, and health and wellness education.
- **Targeted Programs for Children, Older Adults and People With Disabilities** – Eighty-three percent of agencies offer summer camp for their communities' younger residents.

Responsibilities of Park and Recreation Agencies

- **Key Responsibilities of Park and Recreation Agencies** – Top roles include operating and maintaining parks, trails and indoor facilities; providing recreation programming and services; and conducting jurisdiction-wide special events.

- **Other Responsibilities of Park and Recreation Agencies** – Operating, maintaining or contracting special purpose parks, pools and racquet sports areas lead the list of other agency responsibilities.

Staffing

- **Park and Recreation Agency Staffing** – The typical park and recreation agency has a payroll of 49.4 full-time equivalent staff (FTEs).
- **Park and Recreation FTEs per 10,000 Residents** – The typical park and recreation agency has 8.9 FTEs on staff for each 10,000 residents in the jurisdiction served by the agency.
- **Responsibilities of Park and Recreation Workers** – Operations and maintenance, programming, and administration are the primary responsibilities of park and recreation workers.

Budget

- **Annual Operating Expenditures** – The typical park and recreation agency has annual operating expenditures of \$5,079,256.
- **Operating Expenditures per Capita** – The typical park and recreation agency has annual operating expenses of \$93.01 on a per capita basis.
- **Operating Expenditures per Acre of Park and Non-Park Sites** – The median level of operating expenditures is \$7,823 per acre of park and non-park sites managed by the agency.
- **Operating Expenditures per FTE** – The typical park and recreation agency spends \$102,530 in annual operating expenditures for each employee.
- **Distribution of Operating Expenditures** – At the typical park and recreation agency, staffing costs account for 54 percent of the operating budget.
- **Operating Expenditures Dedicated to Parks or Recreation** – The typical park and recreation agency dedicates 45 percent of its operating budget to park management and maintenance and 42 percent to recreation.

Funding

- **Sources of Operating Expenditures** – Park and recreation agencies derive 61 percent of their operating expenditures from general fund tax support.
- **Park and Recreation Revenues per Capita** – The typical park and recreation agency generates \$22.08 in revenue annually for each resident in the jurisdiction.
- **Revenue as a Percentage of Operating Expenditures (Cost Recovery)** – The typical park and recreation agency recovers, on average, 23.6 percent of its operating expenditures from non-tax revenue.
- **Five-Year Capital Budget Spending** – Park and recreation agencies will spend a median of \$8 million in capital expenditures budgeted over the next five years.

- **Targets for Capital Expenditures** – On average, 56 percent of the capital budget is designated for renovation, while 30 percent is geared toward new development.
- **Value of Deferred Maintenance Projects per Agency** – On average, park and recreation agencies have \$16.7 million of deferred maintenance projects on their books.

Policies

- **Park and Recreation Policies** – Four in five park and recreation agencies ban the use of tobacco products at most/all of their parks and facilities.
- **Agencies With an Expressed Commitment to Diversity, Equity and Inclusion (DEI) in Their Foundational Documents** – Eighty percent of park and recreation agencies have an expressed commitment to DEI in their foundational documents (e.g., vision, mission and strategic plan documents).
- **Agencies With Hiring Practices and Policies That Promote a Diverse Workforce** – Ninety-two percent of park and recreation agencies have hiring practices and policies that promote a diverse workforce.

Next Steps

Dig deeper into the *2022 NRPA Agency Performance Review* data using the [interactive tools](#). Create an NRPA Park Metrics account to build a customized benchmark report based on your preferred peer group. Go into NRPA Park Metrics to filter the data by agency type, size and geographic region. Enhance this experience even further by entering your agency's data to compare it with the key metrics of agencies throughout the United States.

Thank You

The NRPA Research team would like to acknowledge all those park and recreation professionals who made this report possible. We know this has been another difficult year for everyone and your commitment to sharing data and advancing the field through your participation in NRPA Park Metrics is incredibly appreciated.

Whether your agency represents a community of 800 or 8 million, whether this was your first year or 10th year contributing, whether you collaborated with co-workers in the office or tackled the survey from your home office, we thank each and every one of you for making this possible. Agencies that contributed to this report by submitting data within NRPA Park Metrics will be receiving their custom *Agency Performance Review* via email. If you would like more information on how to be a part of next year's report, please contact [Melissa May](#).

[Melissa May](#) is NRPA's Senior Research Manager.

PARKS ART RECREATION & CULTURE ADVISORY COMMISSION

2022 Calendar

	AGENDA DEADLINE	MEETING	COMMISSIONER SCHEDULED TO REPORT	CITY COUNCIL MEETING FOR REPORT*	ANNUAL TOPICS/EVENTS
JANUARY		No Regular Meeting			
FEBRUARY	Wednesday 2/09 5:00 p.m.	Thursday 2/17 5:30 p.m.		Monday 2/21 6:00 p.m.	<ul style="list-style-type: none"> Letter to the Editor Topics Art Policy Review & Amendments
MARCH	Wednesday 3/09 5:00 p.m.	Thursday 3/17 5:30 p.m. Worksession at 4:30 p.m.		Monday 3/21 6:00 p.m.	<ul style="list-style-type: none"> Strategic Plan Review & Amendments Amended Art Policy Review Art Donation HNMTTP Revision Review Worksession on Multi Use Community Center Proposal
APRIL	Wednesday 4/13 5:00 p.m.	Thursday 4/21 5:30 p.m. Worksession at 4:30 p.m.		Monday 4/25 6:00 p.m.	<ul style="list-style-type: none"> Schedule Beach/Park Walk Through for May Worksession – Commissioner Training by City Clerk
MAY	Wednesday 5/11 5:00 p.m.	Thursday 5/19 5:30 p.m.		Monday 5/23 6:00 p.m.	<ul style="list-style-type: none"> Recreation & Parks Fee Schedule Review Letter to the Editor Topics Budget & Financial Goals Review
JUNE	Wednesday 6/8 5:00 p.m.	Thursday 6/16 5:30 p.m.		Monday 6/27 6:00 p.m.	<ul style="list-style-type: none"> Capital Improvement Plan Review: Recommendations for Any New Parks & Rec-Related Projects Letter to the Editor Draft Submitted for Review & Approval
JULY		No Regular Meeting			
AUGUST	Wednesday 8/10 5:00 p.m.	Thursday 8/18 5:30 p.m.		Monday 8/22 6:00 p.m.	<ul style="list-style-type: none"> Commission Fund Expenditure Review
SEPTEMBER	Wednesday 9/18 5:00 p.m.	Thursday 9/16 5:30 p.m.		Monday 9/27 6:00 p.m.	<ul style="list-style-type: none"> Fall Park/Beach Walk-Thru Schedule Park Clean Up Day Reappointment Notices & Applications
OCTOBER	Wednesday 10/13 5:00 p.m.	Thursday 10/21 5:30 p.m.		Monday 10/25 6:00 p.m.	<ul style="list-style-type: none"> Terms Expire October 31st Approve 2022 Meeting Schedule
NOVEMBER	Wednesday 11/9 5:00 p.m.	Thursday 11/17 5:30 p.m.		Monday 11/28 6:00 p.m.	<ul style="list-style-type: none"> Election of Chair & Vice Chair
DECEMBER		No Regular Meeting			

*The Commission's opportunity to give their report to City Council is scheduled for the Council's regular meeting following the Commission's regular meeting, under Agenda Item 8 – Announcements/ Presentations/ Borough Report/Commission Reports. Reports are the Commission's opportunity to give Council a brief update on their work. Attend via Zoom or in Person. Masks are optional**