

JACK GIST PARK DISC GOLF COURSE

Memorandum of Understanding

Alaska Disc Golf Association (ADGA), under supervision of Edan Badajos, Homer Representative, (or other designated ADGA member if he should vacate his position), agrees to construct, maintain and operate a nine(9) hole Disc Golf Course around the ballfields at Jack Gist Park. The City of Homer expects no monetary compensation from the ADGA. Receipt of donations or entry fees for Disc Golf functions will remain property of ADGA. This agreement will commence when signed by both parties and will be reviewed and renewed in three(3) year terms. The use of this course is anticipated to be used year round. The City will not be involved in the daily operations of this after construction. The agreed upon course plan is attached. There will always be an identified contact person for all concerns from the city. This agreement can be dissolved or terminated by agreement of both parties. If non-activity of the course occurs, or agreement is dissolved, ADGA has one (1) week to remove their equipment. ADGA property left at the site after that time will become property of the City for their disposal or re-purpose.

Responsibilities of the Alaska Disc Golf Association

Construction:

- ❑ The installation of a 9-hole disc golf course in Jack Gist Park will involve the construction of tees, the installation of signs and baskets, the clearing of trails and some old debris, and construction of a bridge from the parking lot to the beginning of the course, as well as other water hazard mitigation under the supervision of City of Homer-Parks personnel. ADGA volunteers will install all equipment necessary for the construction of the course. The ADGA will pay for all of the necessary equipment and installation costs, including baskets, anchor assemblies, the information kiosk, tee signs, and tee pads. The ADGA will raise the necessary funds for constructing this course.

Tees:

- ❑ Each hole will have a tee pad measuring approximately 5' x 10'. Initially, tee pads will be constructed of natural materials including dirt and sand or gravel. Natural tee pads will be upgraded to cement slabs over time.

Baskets:

- ❑ The ADGA will purchase, own and maintain nine (9) baskets for Jack Gist Park. These baskets will be installed with a locking anchor assembly. The city will be provided a set of backup keys.

Tee Signs:

- ❑ Each hole will have a sign indicating the hole number, length, recommended flight path and par. The ADGA will order regulation signs, purchase, own and maintain these tee signs.

Information Kiosk:

- ❑ The ADGA will install an information kiosk, including a course map, rules sign, and information board at the start of the course (at the parking lot). Trail markers and signs directing players through the course will also be installed with prior approval by the City-Parks personnel.

Maintenance and Operation

- ❑ The ADGA will be responsible for maintaining the baskets, tee pads and course signs. The daily operation will be overseen by one or two designated ADGA contact members (as noted above) that will work with Parks personnel. As noted above the receipt of donations or entry fees for Disc Golf functions will remain property of ADGA.

Responsibilities of the City of Homer

Access and facilities for Jack Gist Park:

- ❑ Access to the park is maintained on an as needed basis and is not scheduled for winter maintenance at this time, but could be in the future.
- ❑ The City of Homer will provide the park with waste receptacles for garbage in the summer months and empty them as necessary, but the LEAVE NO TRACE behind should be enforced by the users.
- ❑ There is currently no sewer, water or electrical capabilities on this property.
- ❑ The City of Homer will eventually construct a restroom facility for the park when funding/resources are available.
- ❑ The City of Homer is not responsible for any injuries or negligence in the use of this course by ADGA.

Per Resolution 08-97(A) the City Council approved allowing a Disc Golf Course at Jack Gist Park on 22 September 2008.

Dated this _____ day of March 2009.

Walt Wrede, Homer City Manager

State of Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____ day of March, 2009 before me, the undersigned Notary Public, personally appeared Walt Wrede, known to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and he acknowledged to me that he executed this instrument on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first herein above written.

Notary Public in and for Alaska
My Commission Expires: _____

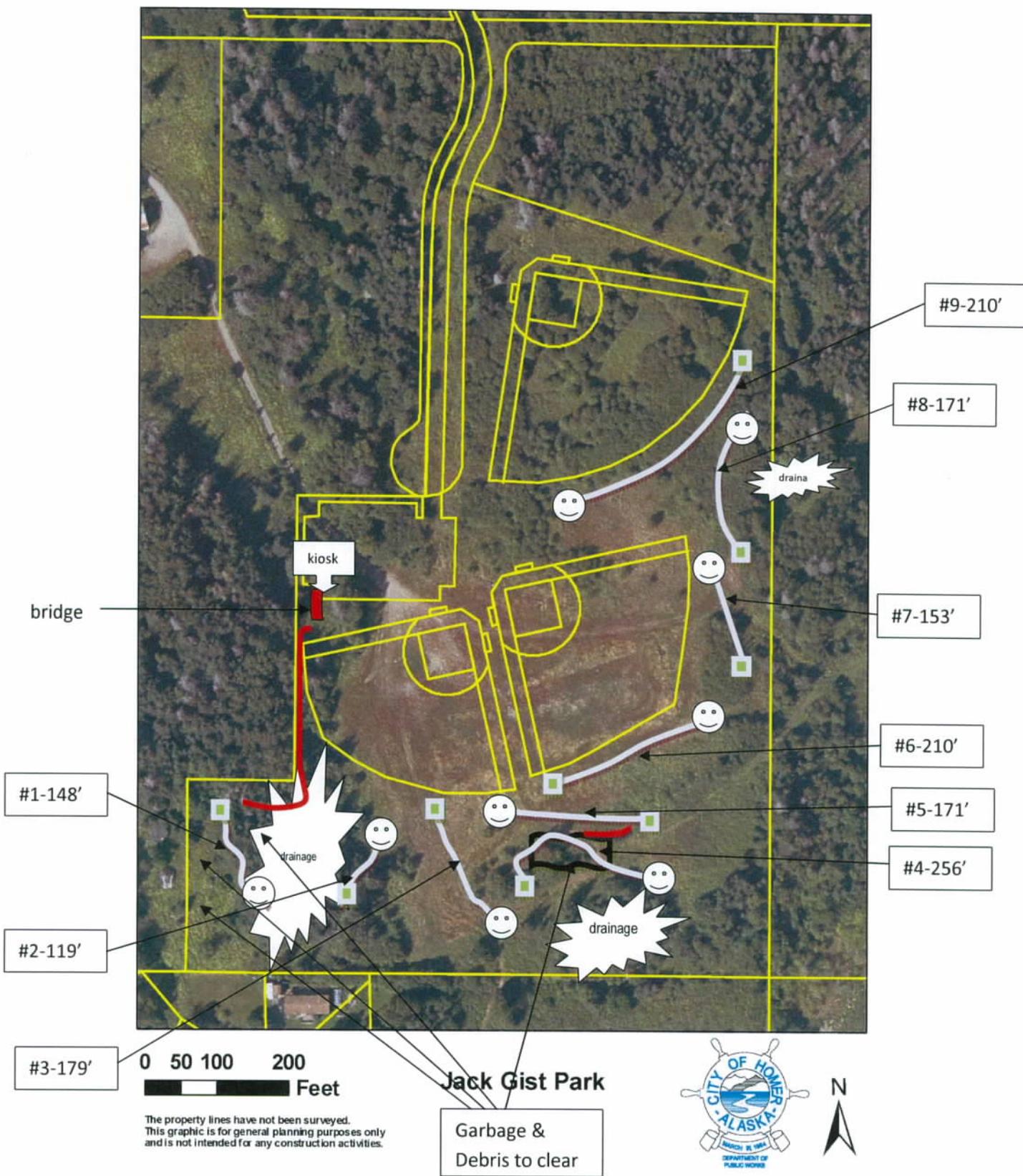
**Edan Badajos, Homer Representative for
Alaska Disc Golf Association**

State of Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____ day of March, 2009, before me, the undersigned Notary Public, personally appeared Edan Badajo, to me known to be representative of Alaska Disc Golf Association, which executed the within and foregoing instrument, and acknowledged before me that the said instrument was his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first herein above written.

Notary Public in and for Alaska
My Commission Expires: _____



bridge

kiosk

draina

drainage

drainage

#9-210'

#8-171'

#7-153'

#6-210'

#5-171'

#4-256'

#1-148'

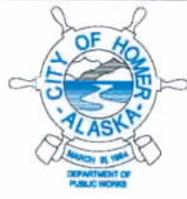
#2-119'

#3-179'

0 50 100 200 Feet

Jack Gist Park

Garbage & Debris to clear



The property lines have not been surveyed. This graphic is for general planning purposes only and is not intended for any construction activities.