

Requested by: Henry & City Attorney

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 91-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, AMENDING RESOLUTION 91-20 S)(A), BY SETTING FEES FOR CAMPING AT HILLSIDE CAMPGROUND AND DEFINING THE SEASON DATES FOR TITLE 10 PROVISIONS.

WHEREAS, Homer City Code Section 19.08.040 provides for the setting certain fees by resolution; and

WHEREAS, Resolution 91-20 (S) (A), established fees for recreational vehicles and all other camping in designated, City owned lands.

NOW, THEREFORE, BE IT RESOLVED BY THE HOMER CITY COUNCIL:

Section 1: Resolution 91-20 (S) (A), Section 4. is hereby amended by adding the following fees for the approved use of City owned land designated as the Hillside Campground (Authority: HCC 19.08.040):

<u>Camping Unit</u>	<u>Fee Per Unit</u>
Hillside Campground	\$7.00 per day or \$75.00 per fourteen calendar days

Section 2: Resolution 91-20 (S) (A), Section 1., subparagraph (a) is hereby amended to read as follows:

a. There shall be a non-refundable fee of \$5.00 per day or \$50.00 per season to launch a vessel at the launch ramp. The season shall run from May 15 to September 15 of each year. A person paying a slip fee shall be exempt from the launch ramp fee. (Authority: HCC 10.12.100)

Section 3. Section 2. of Resolution 91-20 (S) (A) is hereby amended to read as follows:

<u>Time Period</u>	<u>Fee Per Vehicle</u>
<u>September 16- May 14</u>	\$200.00 per period
<u>May 15 - September 15</u>	first 2 days free if vehicle properly registered in advance then a non-refundable \$5.00 per day or \$50.00 per month

Long-Term Parking Area Adjacent to Steel Grid

Monthly \$100.00

Section 4. All other provisions of Resolution 91-20 (S) (A) are reaffirmed.

Section 5. Section 2. (a) of Resolution 91-20 (S) (A) is hereby amended to read as follows:

a. There shall be a non-refundable fee of \$5.00 per day or \$50.00 per season to launch a vessel at the launch ramp. The season shall run from May 15 to September 15 of each year. A person paying moorage fees shall be exempt from the launch ramp fee for that period. (Authority: HCC 10.12.100)

PASSED AND ADOPTED by the City Council of the City of Homer, Alaska, this 28th day of May, 1991.

CITY OF HOMER


HARRY E. GREGOIRE, MAYOR


ATTEST:


MARY L. SHANNON, CITY CLERK

MEMORANDUM

91-86

TO: MAYOR & HOMER CITY COUNCIL
FROM: PATTI J. WHALIN, ASST. TO THE CITY MANAGER
DATE: MAY 15, 1991



After the adoption of Resolution 91-20(s) (a) by Council on May 13, 1991, several questions became apparent.

I recognize that the process has been very confusing for all concerned, however the final outcome is that when Resolution 91-20(s) (a) was adopted it adopted fees for all areas, not just the Homer Spit. It is my understanding that this was not the Council's intent.

Our Camp Fee concessionaire for Hillside Campground, Mr. John Chapple, has also expressed concerns on this matter. His camp fee collection contract was revised, prior to signing to note fees to be collected "unless other fees are established by resolution of the Homer City Council" (#3, Camp Fee Collection Contract). By signing, fees can be collected until Council's next meeting, incorporating the Memorial Day weekend.

Councilmember Henry has requested that the attached resolution, establishing camping fees for Hillside Campground, be introduced.

Further, our attorney reviewed the adopted resolution and recommended that the dates be re-entered into the resolution as Title 10 does not specify and their deletion made the resolution vague.

Requested by: Henry
& City Attorney

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 91- **34**

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WHEREAS, Homer City Code Section 19.08.040 provides for the setting certain fees by resolution; and

WHEREAS, Resolution 91-20(s)(a), established fees for recreational vehicles and all other camping in designated, City owned lands;

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<u>Camping Unit</u>	<u>Fee Per Unit</u>
Hillside Campground	\$7.00 per day or \$75.00 per fourteen calendar days

Section 2: Resolution 91-20(s)(a), Section 1, subparagraph (a) is hereby amended to read as follows:

a. There shall be a non-refundable fee of \$5.00 per day or \$50.00 per season to launch a vessel at the launch ramp. The season shall run from May 15 to September 15 of each year. A person paying a slip fee shall be exempt for the launch ramp fee. (Authority: HCC 10.12.100)

RESOLUTION 91-
PAGE 2

Section 3. Section 2 of Resolution 91-20(s) (a) is hereby amended to read as follows:

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Long-Term Parking Area Adjacent to Steel Grid

Monthly	\$100.00
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Section 4. All other provisions of Resolution 91-20(s) (a) are reaffirmed.

Passed and approved by the City Council of the City of Homer, Alaska, this 28th day of May, 1991.

CITY OF HOMER


HARRY E. GREGOIRE, MAYOR

ATTEST:

MARY I. SHANNON, CITY CLERK

1991
HOMER CAMPGROUND FEE COLLECTION CONTRACT

THE CITY OF HOMER, ALASKA ("City"), hereby grants to JOHN and PEGGY CHAPPLE, P.O. Box 1196, Homer, Alaska 99603, ("Concessionaire"), the exclusive authority to collect all legally authorized camping fees from the persons using Hillside Campground, Campground Road off Fairview Avenue, Homer, Alaska, which are designated as public camping areas. The provisions of the contract that follow shall take effect on the 15th day of May, 1991, and shall continue in force until September 15, 1991.

1. OCCUPANCY. The Concessionaire shall limit occupancy of any specific parking space by one individual or group to a period not exceeding two week, pursuant to Section 19.08.060 Homer Code of Ordinances.

2. PAYMENT. Concessionaire shall be paid \$2.00 for each night per campsite. Concessionaire agrees to remit to the City the balance of the gross receipts from camping fees collected. Concessionaire shall pay this amount weekly to the City by the close of business on the Monday, or next regular work day following the prior week of collections under this contract.

A pre-numbered receipt shall be issued for each payment and Concessionaire shall retain a copy thereof.

3. FEES/PERMIT. Fees collected pursuant to this agreement shall be \$3.00 for tent camping and \$7.00 for other recreational vehicle camping, per twenty-four (24) hour period or portion thereof per campsite at 6:00 PM, for all areas, unless other fees are established by resolution of the Homer City Council. In such an event the Concessionaire shall collect the established fees. Permits shall be issued pursuant to Section 19.08.050 of the Homer Municipal Code.

4. PUBLIC HEALTH. Any activity which represents a significant danger to the public health, safety, or welfare shall be immediately reported to the Homer Department of Public Safety.

5. ENFORCEMENT. Any difficulty in the collection of fees and deposits or enforcement of permit displays pursuant to this contract arising out of the conduct of persons using the designated camping areas shall be promptly reported to the Homer Department of Public Safety.

6. SANITARY CODE VIOLATION. Concessionaire shall immediately notify the Homer Department of Public Safety of any violation of the Sanitary Code of the State of Alaska at the Homer Campground, Fairview Avenue.

7. NO LEASEHOLD. It is understood and agreed by the parties that no leasehold or other interest in real property is created by this contract.

8. CAMPING AREAS. Areas designated for camping pursuant to this contract shall be defined as that property owned by or under control of City and designated specifically for camping activities in Hillside Campground located on Campground Road, off Fairview Avenue.

9. ACCOUNTS AND AUDIT. The Concessionaire shall keep a true and accurate account of all monies received through the operation of the concession herein granted and shall, on or before the tenth day of each month during the life of this agreement, render and deliver to the City an itemized statement showing all monies so received during the calendar month immediately preceding. Methods of accounting, cash recording devices, books, record equipment and any necessary procedure for determining gross receipts may be prescribed by the Manager and shall be installed at Concessionaire's expense.

At or near the end of the term of this contract, the City shall be entitled to audit the books and records covering Concessionaire's operation under this agreement and such books and records shall be made available upon request by the City.

10. ASSIGNMENT/SUBLEASE. The Concessionaire shall not assign or sublease otherwise transfer any property or concession hereby granted, in whole or in part, without prior written approval of the City.

11. INDEMNITY. Concessionaire shall so conduct his activities under this contract so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the City and all of its officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of Concessionaire, his agents, officers, or employees.

12. INSURANCE. Concessionaire shall purchase and maintain the following insurance during the term of the agreement:

Comprehensive single limit or liability insurance covering the actions of any person engaged in collection activities on behalf of the Concessionaire under this contract with limits of not less than \$1,000,000.00 Such insurance is to include coverage for bodily injury and property damage claims. All insurance required herein shall be secured from an insurance company or companies which shall have been approved by the Director of Finance and shall name City as an additional insured therein. All insurance premiums shall be the obligation of, and shall be paid by, Concessionaire. All insurance policies and evidence of the initial payments made thereunder shall be delivered to the Director of Finance at the signing of this agreement, and shall be held by City for the term of this agreement. During the term of this agreement, Concessionaire shall also deposit with City all evidence of additional premium payments made under said policies. Each insurance policy shall contain a clause whereby the insurance company shall agree to give written notice to the Director of Finance 15 days prior to any cancellation or alteration of said policy.

13. BREACH OF CONTRACT. In the event of any breach of any of the terms or provisions of this agreement, City shall have, in addition to any other recourse, the right to terminate this agreement upon twenty four (24) hours notice, without any legal liability on its part.

14. INSPECTION BY CITY. City shall have the right to make inspections at any reasonable time to insure compliance with this agreement.

15. MUNICIPAL CODE AND OTHER LAWS, ORDINANCES, ETC. The provisions contained in Chapter 19.08, Homer Municipal Code shall apply in all respects to the duties and obligations of the Concessionaire. Concessionaire specifically agrees to report violations of Chapter 19.09 Homer Municipal Code.

In addition, Concessionaire specifically agrees to comply with all statutes, ordinances, regulations and laws of any governmental authority applicable to this contract.

16. MODIFICATION. No modification or waiver of any provisions of this contract shall be valid unless such modifications or waivers are in writing, signed by all parties.

17. INTERPRETATION. If any term or condition of this contract or the application thereof shall to any extent be held invalid or unenforceable, the remainder of this contract shall not be affected thereby and all other terms or conditions hereof shall be interpreted under and governed by the laws of the State of Alaska.

18. LANGUAGE USAGE. Whenever the singular number is used in this contract when required by the context the same shall include the plural. "Concessionaire" shall also include Concessionaire's employees or agents or representatives, if any.

19. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties, and no other representatives, understandings, or agreements exist between the parties hereto other than those set forth herein.

IN WITNESS WHEREOF, the parties have set their hands this day of May, 1991.


CONCESSIONAIRE:



JOHN CHAPPLE

CITY:

CITY OF HOMER



By: PATTI J. WHALIN
ACTING CITY MANAGER