



# MEMORANDUM

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**Resolution 25-061, A Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2025 through June 30, 2026, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**From:** Mike Illg, Recreation Manager  
**Thru:** Melissa Jacobsen, City Manager  
**Date:** June 11, 2025

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## Background

The City of Homer Community Recreation a division within the Administration Department is seeking to renew a Memorandum of Understanding (MOU) with the Kenai Peninsula Borough School District (KPBSD) for a 1-year term 2025-2026. The MOU details use of the facilities and equipment for year round indoor/outdoor recreational programs, classes, activities and special events for participants of all ages. The continued use of the Homer High School, Homer Middle School and use of equipment is essential to overall City of Homer Community Recreation mission and operations. The partnership and operations of Community Recreation (formerly Community Schools) between the City and KPBSD has been established since 1975 but more formally defined and detailed since 2007 when the City of Homer assumed total operations of this municipal function by voter approval.

## Highlighted Changes

**1.4** MANAGEMENT COMMITTEE: added additional representatives to include *KPBSD Director of Planning and Operations and a member of the city's Parks, Art, Recreation and Culture Advisory Commission.*

**1.5** USE OF FACILITIES: added language *The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator.*

**1.5** USE OF FACILITIES: Increased annual fee from six thousand (\$6,000) to annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by

the Recreation Program. Added language *The fees may also be used for equipment as determined by the District.*

**1.5** USE OF FACILITIES: Removed *KPBSD shall provide office supplies.*

**3.1** TERM: This agreement is changing from a *three-year term to a one-year term* for KPBSD to remain consistent with other agreements and MOUs. align with other

### **Recommendation**

Review and approve the one-year MOU (2025-2026) with the Kenai Peninsula Borough School District for the Homer Community Recreation operations.



Book	Administrative Regulations
Section	1000 COMMUNITY RELATIONS
Title	Use of School Facilities and Properties
Code	AR 1330
Status	Active
Cross References	<a href="#">BP 1325 - Advertising and Promotion</a> <a href="#">BP 1330 - Use of School Facilities and Properties</a> <a href="#">BP 5131.62 - Tobacco</a> <a href="#">BP 6162.6 - Use of Copyrighted Materials</a> <a href="#">AR 1325 - Advertising and Promotion</a> <a href="#">E 1240 - Organizations Supporting Student Activities</a> <a href="#">E 1330a - Room/Building Use Application</a> <a href="#">E 1330b - Adult Community Use of School Facility</a> <a href="#">E 1330c - Application for Possession of a Firearm or Deadly or Defensive Weapon on School Grounds</a> <a href="#">BP 3515 - School Safety and Security</a>
Last Revised	April 7, 2025
Last Reviewed	April 7, 2025
Prior Revised Dates	2/3/2020, 7/9/2018, 5/2/2022

#### CONDITIONS OF USE

1. Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Sponsoring organizations shall be responsible for the cost of the building custodian as needed in providing exterior maintenance of the sidewalks or walkways, including snow/ice removal and application of traction control, as well as any needed deep cleaning. Applicants shall communicate with the building administrator to ensure that these will be done. Building administrators are program supervisors and shall not be called upon to supervise activities of other groups.
2. The applicant shall agree to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use unless the liability is a result of the District's sole negligence. The applicant shall further agree to provide the District with a certificate of insurance showing a minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured unless the District waives this requirement in writing. The applicant shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.
3. Applicants shall supply any special supervision determined necessary by the building administrator.
4. Smoking of any substance, legal or illegal, is prohibited.
5. The use of tobacco or marijuana in any form is prohibited.
6. Alcoholic beverages/illegal or illicit drugs and people under the influence of said items are not permitted in school facilities or on school property at any time.
7. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b)(16) and (19), are not permitted in school facilities or on school property without advance approval of E 1330c Application for Community Possession of Firearms.

8. Installation of equipment, alteration of existing building facilities including fields, use of materials that affect the condition of floors, walls, or other building parts may not be undertaken without specific approval of the building administrator.
9. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the building administrator.
10. Advertising or the sale of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
11. Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian workday and buildings shall be vacated by the close of the second shift custodian's workday unless prior approval has been granted by the building administrator, or if use is of the swimming pool.
12. Rental agreements are not transferable.
13. Rental fees shall be determined in advance. Custodian or other service charges may be assessed at the conclusion of the activity according to the level of service provided.
14. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
15. Fire and safety regulations shall be observed.
16. Lunchroom facilities may be used by students, parents, and teachers' organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building administrator. Cafeteria staff must be present to supervise the use of food preparation equipment in kitchen facilities.
17. The District reserves the right to cancel an E 1330a Room/Building Use Application if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee. The superintendent will approve all District cancellations.
18. The District is not responsible for loss or damage to personal property by individuals or groups.
19. The District shall require a hold harmless agreement (when appropriate) and certificates of insurance.
20. Violation of these rules or regulations shall restrict subsequent facility use agreements.
21. All District staff shall adhere to the provisions of the federal copyright law and maintain high ethical standards in using copyrighted materials.

#### **APPLICATION PROCEDURE**

1. E 1330a Room/Building Use Application shall be filed with the building administrator at least ten (10) days prior to the date when facilities are to be used.
2. The school shall complete the application, including all applicable fees and the school administrator shall sign.
3. The school shall send the application to the Risk Management Office along with the required certificates of insurance.
4. Risk Management shall review the application and forward it to the assistant superintendent of instructional support.
5. The assistant superintendent shall make the final approval decision, sign and return the application to the school.
6. The school shall notify the applicant, collect fees and schedule the event.
7. Once fees have been collected, cancellations initiated by the District must be approved by the superintendent.
8. If a fee-paying applicant cancels, a cancellation fee of \$50 shall be assessed.

#### **PRIORITY USE OF FACILITIES**

It is the goal of the Board to have facilities used as much as possible. The following groups shall have priority for use of school facilities **(Does not include pool use.)** in the following order:

**Category I:** School and school-related activities and/or groups described in BP 1240 Organizations Supporting Student Activities (e.g. PTA, PTO, Booster Clubs). The school district employee or student activity group representative must be directly engaged to coach, advise, or sponsor the activity, be on-site at all times, and maintain up-to-date contact information with the building administrator and district office. This includes Kenai Peninsula College courses. In order to qualify for this category, Kenai Peninsula College must charge tuition and give credits to all participants in the course. State, local, and federal government meetings that are open to the public. Category I rental fees are waived. Custodial, technical, and utility fees will be charged as required or necessary. Applicants in this category shall follow the established application process.

**Category II:** Youth public; nonprofit groups/organizations open to all school-age children which provide youth activities in which school-age children are the primary beneficiaries; and for-profit groups whose primary participants for the rental activity are school-related youth (e.g. local commercial dance companies). All nonprofit groups will need to provide the following documentation: IRS letter indicating nonprofit status and exemption from federal taxes and current board of directors' names, addresses, and current phone numbers.

**Category III:** State, local, and federal government groups; local nonprofit organizations; private not-for-profit groups; denominational groups; any remaining groups that do not meet the criteria for Category I, II, or IV.

**Category IV:** Private, for-profit, commercial businesses/groups; any activity where the gate receipts or donations are to be used for partisan political activities including political education; and sectarian groups. These priorities apply to the initial scheduling of events. Canceling a reservation to provide a higher priority group access, requires the explicit permission of the superintendent.

**FEES****ROOM FEES**

<b>Room (per hour)</b>	<b>Category I and groups listed in E1240</b>	<b>Category II &amp; III</b>	<b>Category IV</b>
Classrooms, regular	No Fee	\$15.00	\$40.00
Classrooms specialized	No Fee	\$20.00	\$50.00
Gymnasium	No Fee	\$30.00	\$70.00
Kitchens	No Fee	\$20.00	\$50.00
Dining Areas	No Fee	\$20.00	\$50.00
Outdoor area (per area used)			\$200.00(4 hours)
Parking lot, tracks, grassy fields, ice rinks	No Fee	\$10.00/\$25.00	\$50.00/hr. additional time
Turf fields	No Fee	\$40.00/\$100.00	\$500.00 (4 hours) \$125.00/hr. additional time

1. Additional fees may be charged for technical services and special equipment such as projectors, projector operators, special custodial services, building supervision, set up, and removal of chairs or bleachers. Exhibit 1330g KPBSD Fee Schedule.
2. Specialized classrooms include home economics, music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.
3. Kitchen use must include additional payment for food service personnel.
4. Long-term rental agreements may be negotiated; contact the building administrator

**THEATER/AUDITORIUM FEES**

<b>Theatre or Auditorium Per Event</b>	<b>Category I</b>	<b>Category II</b>	<b>Category III</b>	<b>Category IV</b>
Rehearsal*	No Fee	\$75.00	\$75.00	\$100.00
Rehearsal Additional time	No Fee	\$30.00/hour	\$30.00/hour	\$30.00/hour
Performance** Under 600 Seats	No Fee	\$300.00	\$300.00	\$750.00
Performance** Over 600 Seats	No Fee	\$400.00	\$400.00	\$1500.00

\*Rehearsal: The base charge of a rehearsal includes up to four hours, this includes one technician. If an organization exceeds four hours, additional time will be charged at \$30.00 per hour. Additional technical and custodial fees will be charged as required.

\*\*Performance/Event: The base charge of performance includes up to four hours, which includes a technician. If an organization exceeds four hours, additional time will be charged at 1.5 times the regular rate per hour. Additional technical and custodial fees will be charged as required.

**Ticket Sale Fees:**

For any performances or events that charge an entrance fee, an \*additional fee will be charged per ticket. Within ten days of the event, the organization shall submit a report to the building administrator of the total tickets sold.

\*Category II & III - \$1 per ticket

\*Category IV- \$2 per ticket

**Deposits in Advance**

Users shall pay a damage deposit of \$300 at the time of scheduling the event/performance. This deposit shall be refunded when it is determined that no damage occurred in all areas used by the applicant. In the event of damage, applicant liability is not limited. If the user cancels after contracts are signed, the User shall forfeit the deposit fee.

**THEATER USE**

1. The District welcomes the use of the school theater and auditorium facilities for the presentation of performances for community enjoyment with the understanding that school functions have the first call upon facilities.
2. An E 1330a Room/Building Use Application must be approved by the building administrator and the theater manager/technician prior to use.
3. An annual schedule of theater events will be made in September for the following upcoming school year. An application is not final until all paperwork is processed; this process can take up to 30 days. Permits are issued on a first-come, first-served basis.
4. No person shall use theater equipment without authorization and only trained personnel shall operate theater equipment. Special lighting or sound equipment requests shall be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager/technician approval.
5. It is forbidden to change, cut, knock out, remove, or in any way alter or modify the basic building structure including the stage floor, proscenium, apron, ramp, doors, and walls without the theater manager/technician

permission. This includes curtains and valance, teasers, stage microphone pickup, doorbell, piping for mounting stage lights, fire extinguishers, work lights, curtain rods, pulley and rope, intercom system, or breezeway stair railing. No special wiring may be added or existing wiring removed, relocated, or modified for any special effects. This applies to any and all wiring on stage, in the light booth, or other locations within the building complex.

6. Use of school facilities permits shall be limited to the theater/auditorium dressing room on the dates and times requested. All user groups are subject to the rules as outlined by the E 1330a Room/Building Use Application.

#### **Theater Rules Prohibit:**

1. Food, drinks, gum, smoking, obscenity, and feet on the furniture
2. Tampering with switches, equipment, or property
3. Issuing of keys to non-school personnel
4. Loaning of school property is critical to the operation of the theater/auditorium
5. Animals in the theater, unless they are essential to performance and approved by the theater manager

#### **PIORITY USE OF POOL FACILITIES (Categories A,B,C,D,E,F)**

##### **Category A: School and school-related activities**

**Category B: Youth public, groups/organizations open to all school-age children, which provide youth activities in which school-age children are the primary beneficiaries.**

##### **Category C: Individual Birthday Party-two lifeguards**

**Category D: Non-Profit Organizations supporting recreational water activities and/or life, health and safety activities in and around water for training and/or certification purposes.** (meeting the requirements of E 1240 Organizations Supporting Student Activities and Non-Profit Organizations supporting recreational water activities and/or life/health and safety activities in and around water for training and/or certification purposes and a signed MOA with the KPBSD)

**Category E:** Individual Per Lane Rental for organizations in category B or C, if the lane rental occurs during normal operation, this reduced rate is based on pool and staffing availability. Rent up to three lanes or up to 50% of the lanes at each site for approved activity, with a maximum of four persons per lane. This is not designated for open swim events.

**Category F :** Any remaining groups that do not meet the criteria for Category A, B, C, D, or E

#### **POOL FEES**

<b>Admission Fees for Public Swim-Pools</b>	<b>Adults</b>	<b>Youth</b>	<b>Sr. Citizen</b>	<b>2 and Under</b>
All Facilities	\$6.00	\$5.00	\$5.00	Free
<b>Punch Cards/\$55.00</b>	Adults	Youth	Sr. Citizen	2 and Under
All Facilities	10 Swims	12 Swims	12 Swims	N/A
<b>Pool Rental Fees Per Hour</b>	<b>1 Lifeguard</b>	<b>2 Lifeguards</b>	<b>3 Lifeguards</b>	
<u>Category A</u>	N/A			
<u>Category B</u>	\$35.00	\$70.00		
<u>Category C</u>	N/A	\$90.00 Up to 49 persons	\$125.00 50 or more persons	
<u>Category D</u>	Per KPBSD MOA	Per KPBSD MOA	Per KPBSD MOA	
<u>Category E</u>	Per Lane up to 3 Lanes @ \$20.00 per lane. Maximum 4 persons per lane.			
<u>Category F</u>	\$150.00	\$185.00		

**Additional Lifeguards:** \$35.00 per hour as needed or determined by pool manager based on user group needs. After the first rental hour, lifeguard fees can be charged in one-quarter hour increments. For Categories A-E if the lifeguard is in overtime there is an additional \$10 per hour charge, for each lifeguard in OT status.

*Legal Reference:*

ALASKA STATUTES

18.35.300 - 18.35.330 Health nuisances (smoking)