

**NOTICE OF MEETING  
REGULAR MEETING AGENDA**

- 1. CALL TO ORDER**
- 2. AGENDA APPROVAL**
- 3. PUBLIC COMMENT UPON MATTERS ALREADY ON THE AGENDA** *(Three minute time limit)*
- 4. VISITORS** *(Visitors normally have 10 minutes for their presentation.)*
- 5. RECONSIDERATION**
- 6. ADOPTION OF CONSENT AGENDA** *All items on the consent agenda are considered routine and non-controversial by the Parks & Recreation Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Parks & Recreation 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 on April 21, 2016
- 7. STAFF & COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORT**
  - A. Staff Report - Julie Engebretsen, Deputy City Planner
  - B. Community Recreation Report - Mike Illg
  - C. Parks Management Report - Angie Otteson
- 8. PUBLIC HEARING**
- 9. PENDING BUSINESS**
  - A. Scoop the Poop Update: Recommendations on Doggie Bag Dispensers, Trash Cans and Informational Handouts
  - B. Trails Symposium Recap and Next Steps
  - C. Comprehensive Plan Update
  - D. Beach Policy Review and Revisions
- 10. NEW BUSINESS**
  - A. Diamond Creek Park Plan Review
  - B. Increasing camp ground fees
  - C. Abandoned campers on the spit
  - D. Review and Renewal of Memorandum of Agreements:
    1. Generic template
    2. Karen Hornaday Park
- 9. INFORMATIONAL MATERIALS**
  - A. Commission Annual Calendar 2016
  - B. Commissioner Attendance at City Council Meetings 2016
  - C. Parks and Recreation Advisory Commission Strategic Plan 2016
- 10. COMMENTS OF THE AUDIENCE**
- 11. COMMENTS OF THE COUNCILMEMBER** *(If one has been assigned)*
- 12. COMMENTS OF STAFF MEMBERS**
- 13. COMMENTS OF THE COMMISSION**
- 14. COMMENTS OF THE CHAIR**
- 15. ADJOURNMENT THE NEXT REGULAR MEETING WILL BE ON THURSDAY, JUNE 16, 2016** at 5:30pm in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer Alaska



Session 16-04 Regular Meeting of the Parks and Recreation Advisory Commission was called to order on April 21, 2016 at 5:30 pm by Chair Matt Steffy at the Cowles Council Chambers City Hall located at 491 E. Pioneer Avenue, Homer, Alaska.

**PRESENT:** COMMISSIONERS ARCHIBALD, BRANN, ROEDL, ASHMUN, LOWNEY AND HART

**ABSENT:** COMMISSIONER STEFFY (EXCUSED)

**STAFF:** JULIE ENGBRETSSEN, DEPUTY CITY PLANNER  
RENEE KRAUSE, DEPUTY CITY CLERK  
MIKE ILLG, RECREATION SPECIALIST

#### **APPROVAL OF THE AGENDA**

Vice Chair Brann called for a motion to approve the agenda.

LOWNEY/HART - MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

#### **PUBLIC COMMENT ON ITEMS ALREADY ON THE AGENDA**

Heath Smith, city resident spoke briefly on Ordinance 16-18A which was included in the packet and commented on the interest generated on the Ordinance by the inaccurate information provided by the news media. He reported that this monetary amount will be more of a 1 to 2 match. Mr. Smith addressed the cap or limit of \$189,000 and the Borough will be providing a land allocation and Kachemak City is putting in \$20,000. The Soccer organization is looking good for a grant of \$25,000 from Rasmussen and that they may be able to qualify for additional grant funds. He also understood that the economic climate was not opportune but they are planning this building whether the city gets involved or not.

Commission Lowney requested clarification that the money was to be open to all recreational programs and facilities and as it appears to be focused on the Soccer Association as opposed to being open to the public, which would be a huge opportunity.

Mr. Smith responded that he intends to create a program that creates a partnership, where the lion's share is on the other organization not the city; the grant side of it and where they going is different than anything else; the \$225,000 they were considering to put into that program is only going to create a problem really; they may considering funding other projects. Mr. Smith went on to describe some of the issues that a grant program may create and believed what he was presenting was a better opportunity. He further noted that trails were funded through the HART program.

Commissioner Lowney pointed out that it was unfair since it would not be available to other organizations and facilities and not have that opportunities; also pointing out that was not how the HART fund was designed or worked.

Mr. Smith pointed out his intent in making it 1 to 2 programs; if they build a smaller facility they will get half the funding needed and if it is larger, the organization would qualify for additional funding from other sources.

Ashmum asked who makes the decision on the options of the facility.

Mr. Smith stated that he believes the intent is to build a community recreational facility and the city will not have any obligation with the facility and administration would be turned over to the Homer Foundation.

Commissioner Ashmun still advocated for assurances on the availability for other recreational groups to use the facility if city funding was going to be provided.

#### **VISITORS**

A. Homer Soccer Dome, presentation by Daniel Zatz

The scheduled visitor was not in attendance.

#### **RECONSIDERATION**

#### **ADOPTION OF THE CONSENT AGENDA**

A. Minutes for the regular meeting of March 17, 2016

Vice Chair Brann called for a motion to adopt the consent agenda.

LOWNEY/ASHMUN - MOVED TO ADOPT THE CONSENT AGENDA CONTAINING THE MINUTES OF THE MARCH 17, 2016 REGULAR MEETING AS CORRECTED.

Commissioner Lowney noted that Ms. Beachy was no longer the President of the Little League. She did not have the current president's name. Commissioner Hart noted that Commissioner Lowney was not present at the meeting and so could not have adjourned the meeting.

VOTE. YES. NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

#### **STAFF & COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**

A. Staff Report - Julie Engebretsen, Deputy City Planner

Ms. Engebretsen provided a brief report on the efforts of the Chamber, Bunnell and others on a project called Peonies on Pioneer. This is a beautification project for Pioneer making it more beautiful and walkable. They will meet once per month at the Chamber. She did request Ms. Otteson to attend the meeting but as far as she knows they are still in the process of bringing on the summer temporary help. City Council will be having a worksession about every 3 weeks to discuss revenue and while recreational related revenue is not a major portion of the City revenue but would suggest increasing the fees to a higher fee similar to what other city and state parks on the peninsula charge. This can be a recommendation to add the fees to add to depreciation. She explained that being a bit more aggressive may assist in the revenue and maintenance program solve some of those issues.

Vice Chair Brann inquired about the five or so campers and vehicles that have been parked out there all winter and he was wondering if they are paying those fees the whole time or just squatting there. Ms. Engebretsen explained the problems and the inherent costs of impounding vehicles, etc.

Commissioner Lowney requested this item on the May agenda for recommendation to council.

Planning Commission will be having a worksession on May 4<sup>th</sup> regarding the Cemetery, they have created a webpage for notices and she is not sure how long that will take.

Commissioner Archibald asked for Kenai Peninsula camping fees, etc. for the next meeting to reference.

Commissioner Hart thanked Ms. Engebretsen for the Main Street Sidewalk project.

Commissioner Lowney provided a few comments on the Trails Symposium to consider.



Vice Chair Brann inquired about preferred pictures for the Beach Policy so that have some reference. Ms. Engebretsen explained that she may put out a map with points and proceeded to offer clarification for Commissioner Lowney who missed the March meeting.

Commissioner Archibald and Commissioner Brann provided a brief explanation on their computer issues.

The following Ordinances and Resolutions were just included for information.

Commissioner Lowney commented/inquired about the Ordinance 16-18 and staff responded that Commissioners should review the Substitute Ordinance since it appears that Council may be proposing a direct appropriation to SPARC.

Commissioner Ashmun commented/inquired about the proposed changes to the HART Policy. Staff explained that the changes are to the policy there is nothing to affect the current money in the fund.

Vice Chair Brann noted that a few of the Seasonal personnel may be on board.

B. Community Recreation Report - Mike Illg

Recreation Specialist Illg provided a synopsis of his written report that included the following:

- 2015 Accomplishments
- Popeye Wrestling Tournament was held in March with 500 wrestlers participating
- Community Recreation is teaming up with Homer Tennis association to provide youth Tennis instruction this summer for kids ages 9-14
- Coordinating efforts to re-paint the tennis courts and add new pickleball court on the tennis courts
- Partnered with the Harbor School of Music to start a Youth Choir and Chorus program
- Recently completed the Boating Safety Skills classes with the local Coast Guard Auxiliary
- Safe & Healthy Kids Fair and Bike Rodeo will be April 30, 2016 at the Homer High School 10 am - 2p.m.
- Summer programs will include Zumba and Zumba Kids, gymnastics, open gym, drop in basketball, drop in volleyball, pickleball, weight room, contemporary dance and other activities.

C. Parks Report - Angie Otteson

Ms. Otteson was not in attendance and did not provide a written report.

D. Park and Beach Spring Walk Through

The Commissioners each reported their findings on Bishops Beach, Airport Access/Mud Bay Area, and Karen Hornaday Park. it was noted that there was little trash out on the Spit, a few vehicles at the Airport Access with tires tracks in the out in the mud; Bishops Beach the rocks are in place and does need signage. Suggestion to put steps and access just from Main Street which is a very steep access point.; Mariner Park needs signage also. Karen Hornaday had several campers and noted that there was several people working, new lights in the restrooms; Jack Gist is getting spruced up and there will be a tournament up there with concessions available.

Ben Walters, the Rotary will be taking on the Kiosk but not sure if it will get taken care this summer. Recommendation to keep the vegetation at a particular height to allow the viewshed, it was noted that the city has put a considerable effort and that the alders block the view but could be maintained where at least they will remove the moisture from the hillside and offer stability to the hillside but if they are increasing rates then they should emphasize the views. That is why people come here.

Commissioner Lowney also commented on the rechanneling of the Beluga Slough. Commissioner Archibald commented that Fish & Wildlife was not happy with this either. He also noted several dogs on the berms, noting that they should address that issue.

Commissioner Brann also commented on the fencing at Bayview Park and stated that the fence is in good

shape but there are a few areas that were affected by the upheaval of freeze thaw cycle and not allowing the gate to shut properly.

## **PUBLIC HEARING**

### **PENDING BUSINESS**

A. Combining the Public Arts Committee with the Parks and Recreation Commission Recommendation to Council - Draft Ordinance Review

Vice Chair Brann requested comments from the Commission.

Commissioner Ashmun referring to a comment submitted by Mr. Jack Wiles believed that the commission has done due diligence regarding the issue he brought up on Arts and Parks by the respective commissioners. She believed that the Commissioners should not consider Mr. Wiles comments.

Commissioner Archibald inquired about appointments to the Committee and the Clerk explained that it was reappointment of two members and it would represent better to Council the continued involvement, he further expressed feeling negatively on the idea and that they have a vibrant art community who should want to be involved in that committee.

Commissioner Lowney offered rebuttal on defining arts people within set guidelines and that there was a lot to be said to evolving the two into one. She further opined that the art is taking place in the parks and green spaces and that as a commission they should be taking part in those decisions.

Ms. Engebretsen proceeded to explain that the policies have been established and explain that committees are formed to address individual project needs and that it may require more refinement on managing their meeting times and content and she is not sure that there will be too many art related issues that will be required to be addressed in the near future and because of that there is not enough to generate interest in belonging to the committee by the community. Commissioner Ashmun added that this is also public art and proceeded to explain the nuances that would make the difference between someone who is an artist or involved in various aspects of art.

Further discussion followed hearing comment and opinion from each member of the commission on the aspects of the new commission and how it applies to this commission. Further explanation in that the focus will not be solely on parks and recreation but will have aspects of art and culture which is very much a part of a community.

The Commission covered making changes to the Ordinance such as removing the word Culture if the Commissioners were not comfortable with that word. Staff recommended that they make a motion. No motion was made to remove the word culture from the title.

Commissioner Archibald requested enlightenment on culture in regards to the commission promoting culture. Commissioner Lowney did her best to explain culture as an evolving part of the commission and focus and as part of their community.

Commissioner Hart expressed concern on having two people on the commission that are not interested in parks and recreation initially and she further expressed concerns on the requirement of five as a quorum. She would like to see this issued tabled. Vice Chair Brann inquired if that was a motion. Commissioner Hart responded that it was.

HART/ - MOVED TO TABLE THE ISSUE UNTIL MAY.

Vice Chair Brann requested a second. Motion died for lack of a second to the motion.

Commissioner Lowney acknowledged the concerns expressed with adding two more seats at this table. Advocating embracing the enthusiasm and believes that they have added to their community, and the parks and recreation community. Artists tend to think out of the box and that is an added benefit. She added that she doesn't believe that if they did not have an interest in parks and rec they would not have signed up for another term referring to the Committee members. She added her interest and participation as an artist and also parks and recreation on the commission.

Staff explained that if the circumstances come up in the future there are options available to make

changes via ordinance. The worst case scenario is shown by what is happening to the committee.

Commissioner Roedl offered that they should change the membership to seven and if they (art folks) have comments on the work of the commission people can come in and offer comment. He knows that his commission expires in October and suggested that they fill vacating seats with art folks, there have been three people who left since he signed up almost two years ago. Commissioner Ashmun disagreed with that approach saying that her term expires in October too but she does not plan on leaving. There was a suggestion of having committees for art related items.

ROEDL/HART - MOVE TO AMEND THE COMMISSION TO SEVEN MEMBERS.

Discussion ensued that the seven members is for the new commission, having to choose from the two Public Arts Committee members who are interested, defining seats on the commission, current interests of existing commissioners may already fill that "art" role, having the same makeup in the commission that they have now, strong volunteerism, and support for a nine member commission for at least a year to see how it works.

VOTE. YES. ROEDL, HART.

VOTE. NO. LOWNY, ASHMUN, ARCHIBALD, BRANN.

Motion failed.

LOWNEY/ROEDL - MOVE TO ADOPT THE NINE MEMBER COMMISSION BY INCORPORATING THE CURRENT MEMBERS OF THE PUBLIC ARTS COMMITTEE AND THEN REVISIT THE MEMBERSHIP ISSUE IN ONE YEAR.

Concerns were expressed on being able to make changes if the nine member commission was having issues with obtaining quorums, vacancies or non-attendance, etc. There was an inquiring on keeping the quorum at four instead of five members but the Clerk stated it was not permissible in accordance with Robert's Rules, that they needed a majority of the membership for a quorum.

ARCHIBALD/LOWNEY - MOVED TO AMEND THE MOTION TO DEFINE TWO SEATS FOR ARTS AND CULTURE.

This requirement to define the seats would be included in both the City Code and Bylaws. Further clarification on defining the seats would require only persons who fill those seats to be appointed and that could leave a vacant seat for a longer period of time. Further comments against defining the seats limits the diversity of the commission but on the other side is that they may not have any one from the arts and culture represented. There is no guarantee but they can self-check and future commissioners will self-check. Call for the vote was issued by Commissioner Hart.

VOTE. (AMENDMENT) NO. ASHMUN, ROEDL, BRANN, ARCHIBALD, HART, LOWNY.

Motion failed.

VOTE. (MAIN) YES. LOWNY, HART, ARCHIBALD, BRANN, ROEDL, ASHMUN.

Motion carried.

LOWNEY/HART - MOVED TO RECOMMEND CITY COUNCIL CREATE THE NEW HOMER PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION AND TO FURTHER RECOMMEND THAT THE CITY COUNCIL ESTABLISH THE NEW COMMISSION AS OUTLINED BY ORDINANCE 16-XX.

There was a brief discussion on including the one year review in the recommendation and staff noted that this can be included in the bylaws to review after one year since this Ordinance creating the new commission is to be written in code and permanent in nature; that type of task could be reflected in the commission Bylaws to outline requirements of the commission.

VOTE. YES. LOWNEY, HART, ARCHIBALD, BRANN, ASHMUN, ROEDL

Motion carried.

#### B. Trails Symposium 2016 Review of Final Arrangements and Approval of Funding

Commissioner Lowney apprised the Commission of the event for this year. She distributed a draft advertisement that will be posted tomorrow and requested corrections or additions. They will be holding it at the Islands & Ocean Visitor Center on Tuesday, May 3, 2016 at 5:30 until 7:30 p.m. The goals this year is to identify 1-3 tangible projects that they would like to pursue this year as a community to pursue this year. This will not be done by the city but the community. They have divided the city up into 4 zones. They will have stations set up in regards to the area and people will be able to talk to someone pretty knowledgeable about that particular area.

They will then prioritize those suggestions and will be polling the group similar to the Town Hall meetings. Towards the end each group can share a brief what's happening this year with their group.

They will also be providing networking time the last 15 - 20 minutes or so at the end of the evening.

They are hoping to encourage discussion on maintenance of these trails since they know that it cannot fall into the city's hands. The final thing is how to get motivation to complete smaller projects completed without expecting the City personnel to complete these tasks.

Commissioner Lowney is not sure they will get through this aggressive agenda. She then requested commissioners to bring finger foods and Ms. Engebretsen will coordinate with the city supplying those items such as coffee, filter, cups, plates, napkins, etc. Bunnell Art Gallery is allowing them to go through them for the advertising so there may be a small cost. They are having to pay \$25 per hour for security since it is after hours.

Vice Chair Brann inquired if they require a motion to approve the money.

ASHMUN/ARCHIBALD - MOVED TO BUDGET UP TO \$200.00 EXPENDITURE FOR SUPPORT OF THE TRAILS SYMPOSIUM SCHEDULED FOR MAY 3, 2016.

There was a brief discussion on the event is being hosted and sponsored by the Commission and hoping that the other commissioners will attend. Commissioner Brann will be able to attend the first hour, Commissioner Lowney, Ashmun and Hart will be able to attend. Ms. Engebretsen can assist with setup but will not be staying much longer than that. She confirmed getting the coffee and supplies together for the commissioners.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

#### C. Beach Policy Review and Revisions Continuation

Ms. Engebretsen noted that she did not work on the appendices and maps. She will have those for the next meeting. She requested the commission to review the areas in the plan noted in her memorandum as follows:

Page 4, Line 74 and Page 12 line 314: Improve Crittenden Access - is this improved enough or what more would the commission like to see. This is steep access with a public trail.

- cut back into the hill to make a long slope or landing stage
  - Some sort of terracing with a resting spot
- parking issues
  - there is no room for parking it is a substandard right of way currently
- garbage cans at the top
  - requests have been received from the community
- installation of doggie bag dispenser

- signage regarding Pedestrian Beach Access and No Parking
  - dangers with ice hazards in the winter
  - rehab the path to reduce the dangerous incline within the path to the beach

page 57, line 97 request City Attorney opinion on seaward property line

- staff explained that this was not the place to answer this question and included the property owner beware declaration

Commission was agreeable to the staff recommendations.

page 60, line 199 regarding reconfiguring a section line easement

- Staff recommended restating acquire a right of way easement, city currently owns the property next door now and it may be better to build a trail along the section line. This property is bordered by Cousins and English Bay who have posted no trespassing signs. This section line is on top of a berm and if it was maintained it would be more accessible. This is a really nice area to have a quiet walk. It is not identified or improved. This area adjoins the Ice Rink so parking would be available. There is a field of mounds and the berm that they were describing was placed there to delineate it from Cousins property.
- People were traversing out there to fish it may be worth identifying
- Issue with no public parking available though

page 60, line 209 Rock Placement at Airport Access Beach access to discourage travel to the west.

- This is not city property could work with DNR and DOT Airports to prevent vehicle access
- Support blocking vehicle access, property owners can still get a permit to address issues with their property

page 61, line 218 Physical inspection conducted by Commissioner Archibald at the request of staff to view private property owners and city property accumulated junk materials.

- Contact private property owners to offer assistance in removing items and get local contractor to donate dumpster - one is amendable.
- Clean-up required on the back side of the barge basin since they have used materials that have created a mess
- on the backside of the Bay Club and behind the Boatyard there is debris that has been dumped and is accumulating
- Removal of abandoned vehicles on government property is a lengthy process and hot button topic
- City beaches are in pretty good shape

Commissioner Ashmun recommended creating a general changes section regarding such things as keeping the area cleaned up, signage, etc. She did not feel that it was necessary to include it in every section.

page 62, line 257, staff recommended removing this since it will not be happening at all or trying to pursue again after 15 years. There was a problem and apparently was never resolved and so apparently it could not be resolved. There are two different things conservation zoning is possible but conservation easement will cost money. Commissioner Lowney requested clarification on the pros and cons to conservation zoning. Staff will provide additional information at the May meeting.

page 63, line 276 Changing the number of zones since most areas are now closed to vehicles with the exception of the small window of time to and renumbering the zones. Commissioner Lowney requested to see the maps with the new zones proposed before approval.

Commissioner Lowney had the following comments, questions or concerns with the Beach Policy:

Page 58, line 127-130 regarding annual health assessment of the beach and impacts.

Would prefer to keep this in the policy but conducted through other agencies or use their materials and or studies as she believes an annual evaluation would be beneficial. There was consensus among the Commissioners. Brief comments were offered with regards to the various agencies that could provide the necessary information.

Staff noted that they can use the Center for Alaska Coastal Studies published document, put on the commission agenda for the October meeting for review.

page 63, line 282 The question on parking at Bishop's Beach, Staff would like to know what the commission would like to recommend.

Vice Chair Brann noted that additional parking would be the goal but not sure what they would do maybe approach the Catholic Church or other commercial parking lots that are not used on the weekends. Discussion ensued on requesting input from the public and further consideration of other options to access the beach if you need to drive your car.

page 64, line 322-324 There is only one vehicle left, a van and it is disintegrating and if there was any way to get equipment or a pickup truck down there and volunteers to remove the larger pieces. Commissioner Ashmun provided some details on the status and condition of the vehicle and noted that the metal is not detrimental to the environment but the plastic and non-biodegradable pieces should be removed. Staff will put some feelers out regarding this issue.

## **NEW BUSINESS**

### **A. Scoop the Poop**

Vice Chair Brann read the title into the record and noted that he brought in a few handouts that he has picked up during in travels and they were being passed around.

Ms. Engebretsen stated that she has requested information and feasibility on additional dispensers and trash cans but has not heard back from Ms. Otteson on that issue. She further noted that the commission requested a public information campaign on picking up after your pet and maybe a flyer can be created and designed and then distributed to parks.

Vice Chair Brann noted that a recommendation to place a dog bag dispenser and kiosk at Karen Hornaday Park and a motion is requested for this action by staff.

Commissioner Lowney was reluctant to make a motion without prior discussion. Vice Chair Brann allowed five minutes for discussion since they were running tight on time.

Commissioner Lowney reported that in consulting with Patricia Boone of Homer Hounds who recommended trash cans every mile on the spit but a minimum of one in the middle and at the base of the Spit. They also requested doggie bag dispensers in 2-3 areas on the Spit. Johnnie B who worked heavily on the Crittenden access has requested trash cans and dispenser there too.

Staff noted that they have \$800 remaining and the dispenser costs \$69 each, she is not sure on the post costs and then supplies. Commissioner Lowney reported that Homer Hounds would donate funds to purchase a few dispensers if the City will stock them. Ms. Engebretsen will double check with Ms. Otteson on the preferred location where Parks Staff can maintain them. Commissioner Lowney requested an additional month to continue work on this issue and the flyer. Commissioner Ashmun recommended that they also move forward on a small flyer to distribute on picking up after your pet would be beneficial.

This issue will be postponed to the May meeting.

Commissioner Archibald asked about the recommendation to place trash can and dispenser near the back field in Karen Hornaday. Vice Chair Brann asked if staff needed a motion. Ms. Engebretsen stated that if the Commission is in consensus that would be great.

Commissioner Lowney commented on signage that was at the local school regarding their fields and she will provide it for the next meeting.

LOWNEY/BRANN - MOVED TO EXTEND THE MEETING NO LONGER THAN 30 MINUTES TO ADDRESS FINAL AGENDA TOPICS.

There was a brief discussion on extending the meeting only 30 minutes or less was preferable.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## B. Comprehensive Plan Update

Ms. Engebretsen provided a summary progress made by the Planning Department on the Comprehensive Plan. She noted the remaining pages related to Parks & Recreation is about three pages which does not leave much for a full chapter so it is being proposed to include under the Public Services and Facilities this is what the city does and would like feedback from the commission.

Commissioners opined the following:

- Nice to have their own chapter, however understand the repetitious nature
- If it can be delineated in the Table of Contents
- Concern that it will diminish the need for a Parks and Recreation Department even if only on paper
- Concern with being lost under the more generalized heading
- Just remove the wish list items and still maintain separate a chapter

Staff noted the following:

- some items can be addressed under Economic Development

Ms. Engebretsen stated the commission can submit comments to her and she is not trying to incorporate new items that have not been listed under the needs assessment and other. Commissioner Lowney stated that she has several comments on items that she would like to see incorporated into how they do business and how the city does business with the commission.

This item will be on the May agenda.

## INFORMATIONAL MATERIALS

- A. Commission Annual Calendar 2016
- B. Commissioner Attendance at City Council Meetings 2016
- C. Parks and Recreation Advisory Commission Strategic Plan 2016

Vice Chair Brann noted the informational items and which commissioners were signed up for meetings. He commented that they will have to have additional volunteers for June.

## COMMENTS OF THE AUDIENCE

## COMMENTS OF THE CITY STAFF

Ms. Engebretsen commented that at the next Council meeting to comment favorably on the placement of the rocks at Bishop's Beach. She feels that it would go a long way. Thanks for the inout there was a lot on the agenda.

Ms. Krause commented that it was a good meeting.

## COMMENTS OF THE COUNCILMEMBER *(If one is present)*

## COMMENTS OF THE COMMISSION

Commissioner Lowney commented on her disappointment that Mr. Zatz did not attend the meeting tonight and it is one of the processes that really disturbs her since this is a project that has not been put in front of the Commission as she feels it is really important that the Commission weighs in on this subject. She opined that Council should in her opinion put this issue before them.

The Pioneer Avenue revitalization project she is thrilled with that and the process that is taking place, this is going to be incredible. She hopes that the commission engages with that project. She is really sad that they majority of the commission is going to miss the Trails Symposium, she feels that it is going to be a great event and that the information will be hard to rebuild if they are going to miss it; the help that they get from people after the symposium will be greatly appreciated. She inquired about the Non-Motorized Trail Plan needs to be reviewed sometime in the future. She also noted that at 3:20 p.m. every day there are a slew of middle school students that are climbing up on the top of the HERC building.

Commissioner Hart echoed the good meeting appreciation to staff for providing all the education and information. Thank you.

Commissioner Archibald thanked staff and announced that the eastern border of Karen Hornaday Park tomorrow if everything goes well. Staff requested when the survey was completed and the points marked she could have the Public Works Staff come out with equipment so she can make a new map.

Commissioner Roedl thanked everyone it was good meeting.

Commissioner Ashmun asked if they can offer additional comments on the Beach Policy. Staff confirmed it would be on the May meeting agenda with changes so far. Pioneer Avenue Revitalization has also been in conversations with Trails regarding the ability to get around Pioneer Avenue without feeling bodily threatened and that it will facilitate commercial enterprises.

#### **COMMENTS OF THE CHAIR**

Commissioner Brann thanked everyone for a good meeting especially Julie and Renee for hanging in there with them. He stated that he is working on the newspaper piece and will be concentrating on the Adopt a Parks program but would also like to introduce the Commission so he requested a short two line statement about each of the commissioners to include; he was going to include a short quiz on how many parks the city has and how they need help with getting things done; Commissioner Brann requested the commissioners email him (or staff) the information and if they don't he will make something up.

#### **ADJOURNMENT**

There being no further business to come before the Commission, Vice Chair Brann adjourned the meeting at 8:25 p.m. The next **REGULAR MEETING IS SCHEDULED FOR THURSDAY, MAY 19, 2016** at 5:30 p.m. at City Hall Cowles Council Chambers 491 E. Pioneer Avenue, Homer, Alaska.

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Renee Krause, CMC, Deputy City Clerk

Approved: \_\_\_\_\_





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

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Homer, Alaska 99603

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(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 12, 2016  
Subject: May Staff Report

Planning staffing: There have been more changes in Planning staffing. Our planning clerk position is now split part time with the City Manager's Office. A temporary part time clerk will be hired to help the department over the summer. This change will limit what I can provide for the June P&R meeting. I will be out of the office for July and August. I expect the staffing changes to work themselves out by my return to work in September.

Dog bag dispenser at KH Park: I relayed the Commission's request for another dispenser at K Hornaday Park to Angie. I will provide any updates at the meeting.

Diamond Creek Park Plan Review: Commissioner Brann requested this be on the Commission's agenda, so the Commission can become aware of the park. No action was requested.

### Council Actions:

Resolution 16-041(S-2)(A), HART program changes  
This will come to the Commission at a future agenda.

Ord 16-21(S) - Amending the FY 2016 Operating Budget by Appropriating Funds in an Amount Up to \$189,000 From the General Fund to The Homer Foundation for Purposes of Constructing the South Peninsula Athletic and Recreation Center

### Upcoming Agenda items:

#### June agenda

- Discussion for August budget recommendations: Mariner Park Site Improvements – Level parking area, delineation of day use area and camping area, define and improve campsites and relocate kiosk, increase number of spaces and revenues. Other budget requests?
- CIP- Capital Improvement Plan, nominate new projects. Better yet if you have an idea, get it to Jenny Carrol ASAP.

#### August

CIP recommendations

Budget Requests to City Manager – both for Parks projects and HART trails projects





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)  
(p) 907-235-3106  
(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 9, 2016  
Subject: Scoop the Poop Update

### Requested action:

1. Decide what to do with the rest of the baggies
2. One or two Commissioners to work on a flier to be posted in City campgrounds. Or we can go with the attached.

This agenda item was continued from the last meeting. The goal is to get an update from Deb and Louise on dog bag dispensers, and decide how the rest of the baggies will be distributed.

Staff hopes to provide an update on the Commission's request for more trash cans on the Spit.

The Commission also wanted a public information campaign on picking up after pets. One free option would be to have a sign/flier at each campground, and provide parks staff with baggies or dispenser to give to campers. A Commissioner would need to come up with the flier (any volunteers?). It could also be posted on the City website under campgrounds.

Commissioner Lowney was going to provide information on the signage local schools are using for their fields.

**Attachment:** Dog poop pic



Where the Land Ends and the Sea Begins





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Homer, Alaska 99603

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(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 10, 2016  
Subject: Trails Symposium Recap and next steps

Commissioners Lowney and Ashmun will provide a brief recap of the symposium. The Commission can discuss next steps.

\*Changes to the HART program will be on a future agenda. The Planning Commission was also directed by Council to address certain aspects of the program, like sidewalk funding. I should have an idea by the meeting of a rough time schedule for this project.



Where the Land Ends and the Sea Begins





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(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 13, 2016  
Subject: Comprehensive Plan Update

**Requested Action:** review the draft P&R section and provide comments to staff.

Commission comments from last meeting:

- In the index, list contents of chapter 6 so its easy to find P&R, library, etc.
- Tie in with Economic Development Chapter

### **Staff Questions:**

1. Line 57: Last comp plan said: Create park landscaping standards to find a balance between natural and manicured park development. Is this still a goal, to regulate all park landscaping? Other than K Hornaday Park, I don't recall any concerns with park landscaping. Thoughts?
2. Line 37: Community recreation program funding ideas? Public/private partnerships for capitol and operations. Thoughts? Ask this question of the public during the comp plan public process?
3. Are there missing ideas? Things you'd like to ask the public during public meetings/com plan process?
4. Please review the implementation table and timeframes.

### **Attachments**

1. Draft Chapter 6 Section E, Parks and Recreation





## CHAPTER 6 PUBLIC SERVICES & FACILITIES

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**Vision Statement:** The City should strive to provide public services and facilities that meet current needs while planning for the future. The City wishes to develop strategies to work with community partners that provide beneficial community services outside of the scope of City government.

**GOAL I:** Provide and improve city-operated facilities and services to meet the current needs of the community, anticipate growth, conserve energy, and keep pace with future demands.

*(Fire, police, library, port, water/sewer etc are listed here and each has their own section and goal.)*

**Objective E: PARKS & RECREATION** - Identify resources needed to operate parks, recreation facilities and recreation programs, enhance City and community-sponsored year-round recreational facilities and programs to serve people of all ages, and support citizen efforts to maintain environmental quality and public use of beaches through the Beach Policy.

### Current Status

The City of Homer provides municipal parks and recreation services through two separate departments: the Parks Maintenance Division under Public Works and Community Recreation under Administration. The Parks division maintains and is responsible for daily operations associated with the City's summer campgrounds, parks, playgrounds, restrooms, and cemetery facilities. The Community Recreation Division is responsible for providing community based educational and recreational programming for community members of all ages. Through a partnership with the Kenai Peninsula Borough School District, Community Recreation is able to utilize the Borough owned fields and facilities located at both the Homer Middle and High Schools. Currently xFTE are budget for Parks (facilities), and xFTE for community recreation (programming), representing x% of the annual budget. There is also a desire to better coordinate all efforts through a combined Parks and Recreation Department.

Long term, both parks facilities and programming need secure funding. One idea for facilities is to create an endowment fund, where city fund could be leveraged to allow private citizens to donate to it for the ongoing maintenance and improvement of the City's park system, thereby relieving some pressure from the City for parks. Alternately, the funds could be used as grants to support other organizations in their efforts to provide facilities. The community probably needs to weigh in on using public funds for private facilities. On the one hand endowment funding will help keep existing partner facilities open, and possibly allow for new facilities, but at the same time public parks need adequate funding as well.

Community recreation program funding ideas? Public/private partnerships for capital and operations. **Thoughts? Ask this question of the public during the comp plan public process?**

Lastly, public beaches fall under the purview of the Parks and Recreation Advisory Commission. The City has an adopted Beach Policy, which has historically been updated about every 7 years, generally in response to new or unresolved ongoing problems. As new challenges and opportunities arise, this document will need to be updated and the city will need to fund any plan implementation strategies.

## **Near term**

### **Implementation Strategies**

1. Research the year-round and seasonal staff needs to maintain and operate city park facilities and programs. Increase staffing and volunteer involvement as needed to provide basic City services.
2. Expand and promote the “adopt-a-park” program in which local businesses, service organizations, or youth groups care for a particular park.
3. Establish a park endowment fund through the City or in partnership with the Homer Foundation.
4. Conduct a cost benefit analysis on creating a unified Parks and Recreation Department that combines the Community Recreation and Parks Maintenance Division.
5. Create park landscaping standards to find a balance between natural and manicured park development.

## **Mid term**

A particular challenge is ensuring residents from all sectors of the community have access to programs and facilities. In addition to providing programs and facilities for which the City is directly responsible (e.g., campground, trails), Homer has a hardworking sector of volunteers, nonprofit recreation organizations, and private businesses that provide recreational activities. The City will need to continue to partner with organizations and businesses for Homer to continue to enjoy the wealth of facilities and programs currently available.

### **Implementation Strategies**

6. Long term CR funding? Ideas?? (create a structure for public/private partnership grants for operations?)
7. Partner with other organizations to continue providing programs and facilities.
8. Continue to work with the school district and borough to maintain and expand the partnership for community use of their infrastructure for recreational purposes.

9. Every 5-10 years, assess whether available park and recreation facilities and programs are meeting demands, from inside and outside city limits.

10. Pursue financial strategies that leverage City tax dollars to build public recreation facilities.

11. Use the Capital Improvement Plan, city budget, bond measures and partnerships with other organizations (such as Little League) to lobby, fundraise and build public recreation facilities.

#### Long term

In 2015, the City completed the Park, Art Recreation and Culture Needs Assessment (PARC). The goal of the needs assessment was to determine the resources and prioritize the needs for the community concerning parks, arts, recreation and culture facilities and programs. One desired improvement identified by many Homer residents is a multi-use, year round community facility. The PARC Needs Assessment identifies a range of activities that need indoor space, although no one facility would likely accommodate all the desires. The City's role in a community recreation facility includes providing political support for the establishment of the facility and assisting to secure space in an existing building or a site for the proposed facility. Its possible that a public private partnership is more advantageous to the community, such as a combination hotel and convention center. In the absence of a private or non-profit sector partner, the community will need to identifying the priority uses, and thus building design, as one of the first steps. In the near term, the City can continue to rely on existing facilities and a collaborative approach to host performing arts events, cultural activities, community meetings, conferences, and conventions.

Lastly, the City of Homer has an adopted beach policy. As new challenges and opportunities arise, this document will need to be updated and the city will need to fund any plan implementation strategies.

#### Implementation Strategies

12. Establish Community Recreation Center; define what is needed as part of this facility, what gap it will fill, what purpose it will serve, and how operations and maintenance will be funded.

#### Ongoing

13. Support the policies and recommendations of the Beach Policy document.

14. As the need arises, update the beach policy and implement the recommendations.

15. Discourage right-of-way and public access easement vacations to the beach.

16. When opportunities arise, enhance or improve public access to the beach at public access points.

## ***Parks and Recreation***

Project	Timeframe				Primary Duty
	Near Term	Mid Term	Longer Term	Ongoing	
1-E-1 Research the year-round and seasonal staff needs to maintain and operate city park facilities and programs. Increase staffing and volunteer involvement as needed to provide basic City services.	x				City
1-E-2. Expand and promote the “adopt-a-park” program in which local businesses, service organizations, or youth groups care for a particular park.	x				City
1-E-3. Establish a park endowment fund through the City or in partnership with the Homer Foundation.	x				Public Works
1-E-4. Conduct a cost benefit analysis on creating a unified Parks and Recreation Department that combines the Community Recreation and Parks Maintenance Division.	x				Public Works, Administration
1-E-5. <u>Create park landscaping standards to find a balance between natural and manicured park development.</u>	x				City
1-E-6. Long term CR funding? Ideas?? (create a structure for public/private partnership grants for operations?)		x			City
1-E-7. Partner with other organizations to continue providing programs and facilities.		x			City
1-E-8 Continue to work with the school district and borough to maintain and expand the partnership for community use of their infrastructure for recreational purposes.		x			City
1-E-9 Every 5-10 years, assess whether available park and recreation facilities and programs are meeting demands, from inside and outside city limits.		x			
1-E-10 Pursue financial strategies that leverage City tax dollars to build public recreation facilities.		x			

1-E-11 Use the Capital Improvement Plan, city budget, bond measures and partnerships with other organizations (such as Little League) to lobby, fundraise and build public recreation facilities.		x			City
1-E-12 Establish Community Recreation Center; define what is needed as part of this facility, what gap it will fill, what purpose it will serve, and how operations and maintenance will be funded.			x		City
1-E-13 Support the policies and recommendations of the Beach Policy document.				x	City
1-E-14 As the need arises, update the beach policy and implement the recommendations.				x	City
1-E-15 Discourage right-of-way and public access easement vacations to the beach.				x	City
1-E-16 When opportunities arise, enhance or improve public access to the beach at public access points.				x	City



# Diamond Creek Recreation Area

## Multi-Resource Management Plan

Prepared by:



Approved Plan  
May 2013



# Diamond Creek Recreation Area

## Multi-Resource Management Plan

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## Introduction

The Diamond Creek Recreation Area (DCRA) encompasses two parcels of land totaling 273 acres northwest of Homer, Alaska. Located within the Diamond Creek watershed, DCRA offers varied landforms and ecosystems—including Diamond Creek and its floodplain, diverse scenery, ecologically significant features like “tree islands” and wetlands, and numerous opportunities for viewing wildlife (including moose, black and brown bears, eagles, spruce grouse, and many others, including the occasional wolf).

The DCRA lies directly west of the Homer Demonstration Forest (HDF) (see map below). Because many DCRA activities and projects will be coordinated with those occurring in the HDF, the management structure of the HDF is briefly outlined in the box at right. The 360-acre, state-owned HDF was established in 1986 after a collaborative effort spearheaded by Homer Soil and Water. The HDF is managed for education, research, forestry demonstrations, recreation, and environmental quality. North of the DCRA lies a 77-acre parcel protected by a conservation easement. Across the Sterling Highway to the west is the 220-ac state-owned Diamond Gulch recreational parcel, which provides non-motorized access along Diamond Creek to Cook Inlet (see [www.evostc.state.ak.us/Universal/Documents/Habitat/CI\\_KENAI](http://www.evostc.state.ak.us/Universal/Documents/Habitat/CI_KENAI)

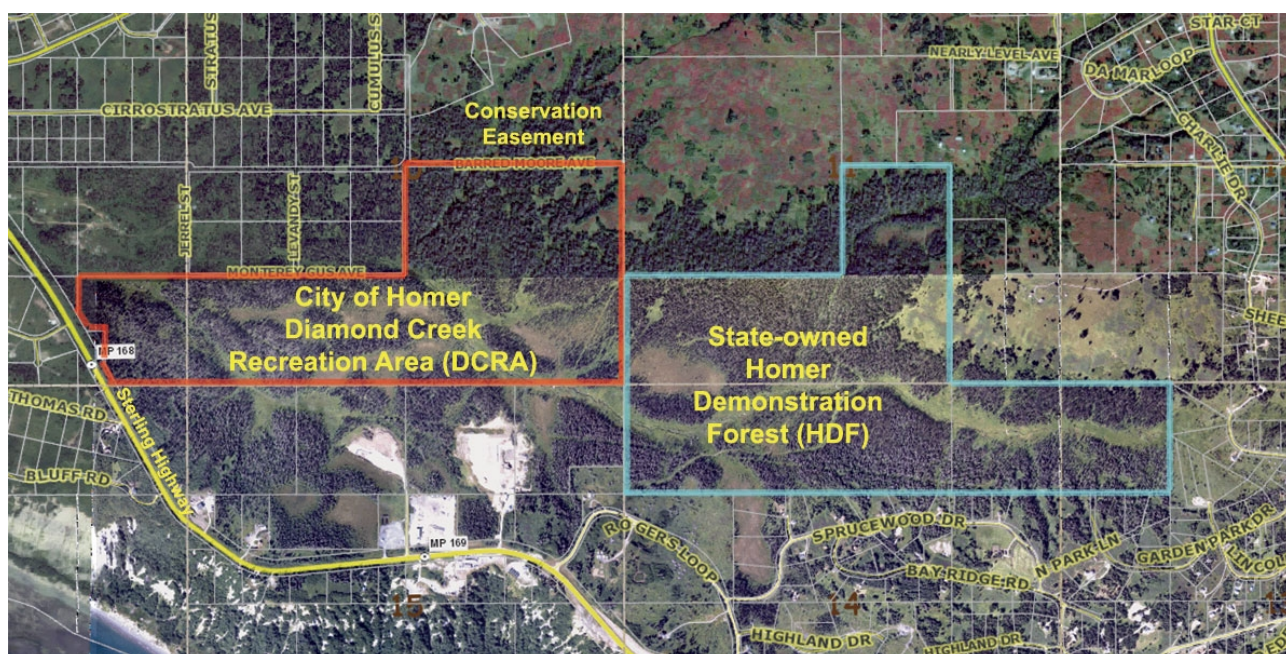
### Management of the Homer Demonstration Forest

HDF management responsibility is laid out in an Interagency Land Management Assignment (ILMA ADL 218963), which transfers responsibility for the HDF from the Department of Natural Resources (DNR) Division of Mining, Land and Water Management to DNR's Division of Forestry (DOF). The ILMA, which was renewed for a second 25-year term in 2011, ensures that the HDF is managed for “...developing, operating, and maintaining a demonstration forest for educational purposes,” along with recreational and other uses compatible with that purpose. The plan for the HDF was developed by the HDF Steering Committee, led by Homer Soil and Water. The committee includes representatives from DOF, the Kachemak Nordic Ski Club, the University of Alaska, Cook Inletkeeper, Homer High School, and other groups and individuals with interests in the Demonstration Forest.

[SMPARCELS.pdf](#)). DCRA provides a critical link joining these parcels, complementing in essential ways the watershed functions they provide and the public uses they support.

## History of the Diamond Creek Recreation Area

The DCRA is an outgrowth of the “Diamond Creek Project” initiated by Kachemak Heritage Land Trust



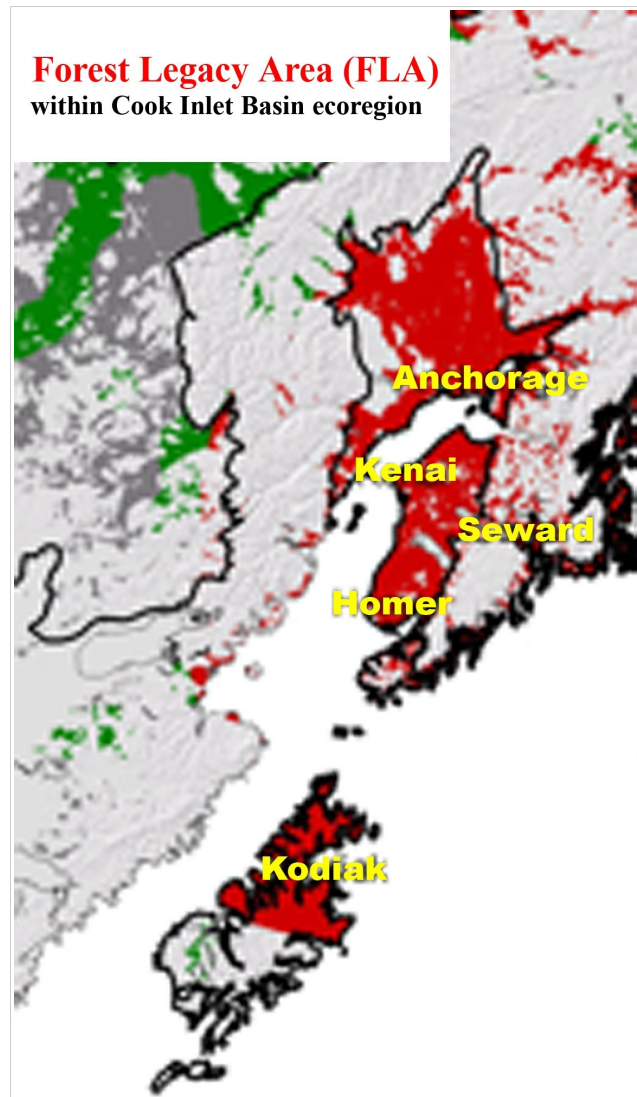
in 2000. This effort focused on protecting forestlands, wildlife habitats, recreational opportunities, and watershed functions in lands within the Diamond Creek watershed. Over the next few years, a coalition of interested groups and individuals joined a community-wide effort led by KHLT to purchase lands in the Diamond Creek watershed threatened with conversion to other uses.

Among lands considered for purchase were two parcels west of the HDF and owned by the University of Alaska (UAA). These encompass forestlands and extensive wetland areas and support ski trails connected to the HDF trail system, which is used by hundreds of skiers each year—including members of school ski teams. The UAA parcels were identified as suitable candidates for acquisition through the Forest Legacy Program.

The USDA Forest Legacy Program (FLP) provides state, regional, and other governments with help in identifying and protecting environmentally important forestlands likely to be converted to non-forest uses. As stated in its Implementation Guidelines ([http://www.fs.fed.us/spf/coop/library/flp\\_guidelines.pdf](http://www.fs.fed.us/spf/coop/library/flp_guidelines.pdf)), the FLP ... *seeks to promote forestland protection and other conservation opportunities. Such purposes shall include the protection of important scenic, cultural, fish, wildlife and recreational resources, riparian areas and other ecological values. Traditional forest uses, including timber management, as well as hunting, fishing, hiking, and similar recreational uses are consistent with purposes of the FLP. Both purchased and donated lands and interests in lands through the use of conservation easements and fee-simple purchase are used to acquire forested land meeting Forest Legacy purposes from willing sellers or donors.*

Each state receives funding and administers its own program in accordance with a statewide Assessment of Need that identifies Forest Legacy Areas (FLAs), see **map at right** for Cook Inlet FLAs. Up to 75% of the costs related to acquiring land or easements can be covered by the FLP, with the remaining 25% provided by match.

The Diamond Creek Project took a significant step forward in 2004 when DNR Division of Parks and Outdoor Recreation (DPOR)—partnering with KHLT—was awarded a match grant from FLP to use towards purchase of FLA lands within the Diamond Creek watershed. KHLT completed purchase of the two UAA parcels in July 2007 using FLP funds and match provided by numerous entities, including The Conservation Fund, Pacific Coast Joint Venture, the Rasmuson Foundation, Kachemak Bay Conservation Society, Kachemak Bay Rotary Club, Kachemak Nordic Ski Club, and many individual donors.



KHLT immediately transferred title of the UAA land to the City of Homer. The city accepted title through an ordinance and a resolution:

ORDINANCE 07-03 of the City Council accepting ownership of property conveyed by the University of Alaska, consisting of two parcels identified by the Kenai Peninsula Borough parcel numbers 173-022-01 and 173-032-29 and designating the use as public purpose for park.

RESOLUTION 10-48: A Resolution of the City Council of Homer, Alaska, approving a conservation easement between the City, as Grantor, and the State of Alaska, for the City-owned land commonly referred to as the Diamond Creek Property.

Resolution 10-48 approved an attached conservation easement, which the city granted to the state Department of Natural Resources (DNR). (The easement is recorded with the state recorder's office, Homer Recording District, document 2010-003220-0.)

The conservation easement outlines both the purposes for acquiring the property and for granting the conservation easement. As stated in the easement, the purposes for acquiring the property “...include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities as well as the protection of important scenic, cultural, fish, wildlife, and recreational resources, riparian areas and other ecological values.” The easement also specifies that the property “...must be used and maintained in accordance with the requirements of the Forest Legacy Program... and in the event the Property is not so used and maintained the Forest Service may require the State to restore the Property.”

The purpose of the conservation easement itself is “...to assure that the Property will be used, maintained, and disposed of in accordance with the requirements of the Forest Legacy Program and other applicable federal laws and regulations and the Grant Agreement... It is further the purpose of the Easement to provide for reimbursement to the State by the City in the event that the Property is not used, maintained and disposed of in accordance with the requirements of the Forest Legacy Program...”

The city retained ownership of the property, including all responsibilities, costs, and liabilities related to its operation and maintenance.

## **Management of the Diamond Creek Recreation Area**

As is clear from the documents referenced above, management responsibility for the DCRA rests with the City of Homer. However, because FLP funds were used in purchasing the land, and a related conservation easement was granted to the state, a plan for the DCRA was needed that would satisfy both FLP and DNR requirements. Homer Soil and Water, in cooperation with the city, arranged for funding from the Natural Resources Conservation Service to conduct a resource inventory and develop an appropriate management plan for the DCRA. (The city is a “cooperator” with Homer Soil and Water.) Because of its role in developing the HDF management plan, as well as in coordinating and conducting various management activities outlined in that plan, Homer Soil and Water understood the value of developing a plan for the DCRA that would be fully integrated with that of the HDF.

This plan is being submitted to the City of Homer for its review and adoption. It is expected that the city will solicit public review of this draft plan before its adoption (as well as later community involvement and support in implementing recommendations). The city is responsible for coordinating approval of this plan with DNR in accordance with conditions of the conservation easement granted by the city to the state—outlined above.

### **Forest Legacy Program guidelines for the DCRA management plan**

APPENDIX F of the FLP Implementation Guidelines cited above provides a *Sample Content of a Forest Stewardship [or Multi-Resource Management] Plan*. Homer Soil and Water referenced this material during development of this DCRA Multi-Resource Management Plan. FLP guidelines specify that plans must:



- be prepared, or verified as meeting the minimum standards of a forest stewardship plan, by a professional resource manager.
- identify and describe actions to protect, manage, maintain and enhance relevant resources listed in the law (soil, water, range, aesthetic quality, recreation, timber, water, and fish and wildlife) in a manner compatible with landowner objectives.
- be approved by the State Forester or a representative of the State Forester.
- involve landowners in plan development by setting clear objectives; landowners should clearly understand the completed plan.

The DCRA plan should also:

- promote the purposes for which the land was acquired, that is: protecting environmentally important forest areas, as well as important scenic, cultural, fish, wildlife, and recreational resources, riparian areas, and other ecological values.
- accommodating a broad array of compatible uses and activities.

Compatibility between management goals for DCRA

and HDF lands is important because the value of the DCRA to the community in part derives from its relationship to HDF environmental processes and recreational resources (as well as its connections to Diamond Gulch property across the Sterling Highway).

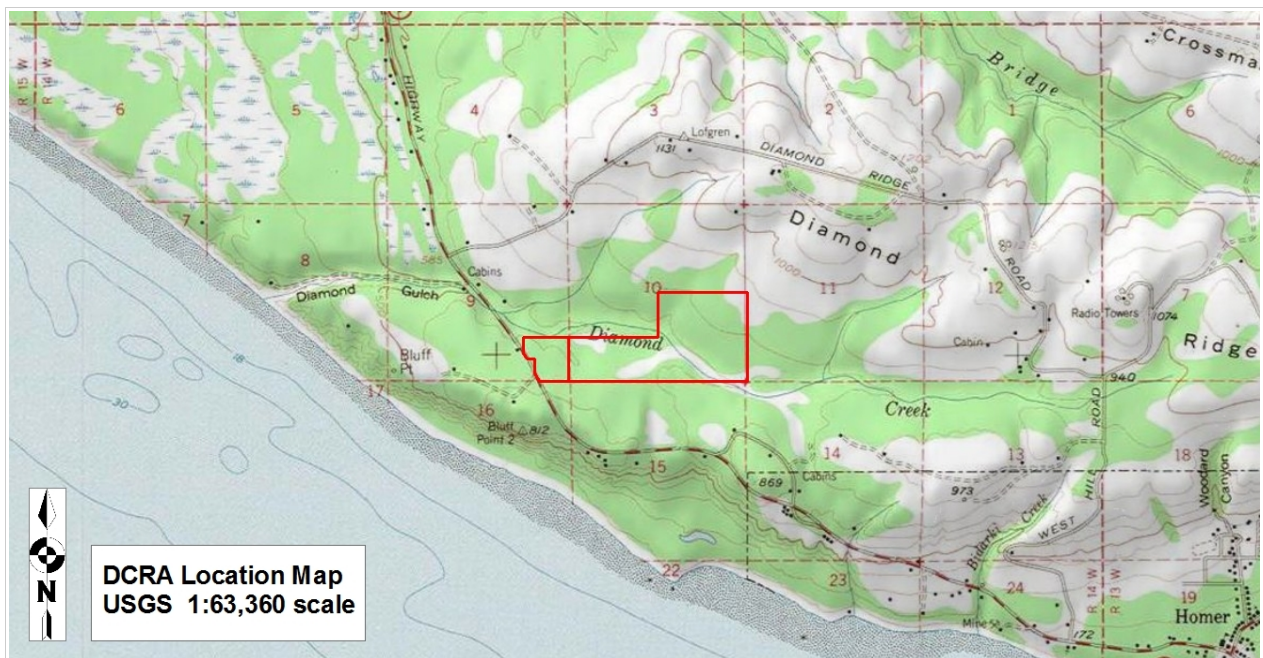
During development of this plan, input was solicited from the Homer Demonstration Forest Steering Committee. Equally important, input was obtained from the State of Alaska, Division of Forestry, and from the Homer Parks and Recreation Advisory Commission.

This document describes the DCRA area and its resources. It also identifies objectives that can guide future decisions related to how the DCRA is used and managed and suggests opportunities for enhancing community benefits from this area.

## Site Description

### Location and access

The DCRA is located ¼ mile north of the northwest boundary of Homer city limits, in the area known locally as Baycrest Hill. It is composed of a 33-acre parcel on the west and a 240-acre parcel on the east (see map below). The western parcel includes Sterling Highway frontage at several locations on either side of Milepost 168.



The legal description for DCRA lands is:

SE ¼ EXCLUDING THE W ½ SW ¼ SE ¼ SE ¼  
SEC09 T06S, R14W – S.M. and

SE ¼ & S ½ SW ¼ SEC10 T06S, R14W – S.M.

The larger (eastern) parcel's southern boundary corresponds to the entire section line on the southern border of Section 10, Range 14 West, Township 6 South, Seward Meridian.

The Kenai Peninsula Borough has assigned Assessor's Parcel Number 17303229 to the western parcel (within Section 9) and APN 17302201 to the eastern parcel (located in Section 10).

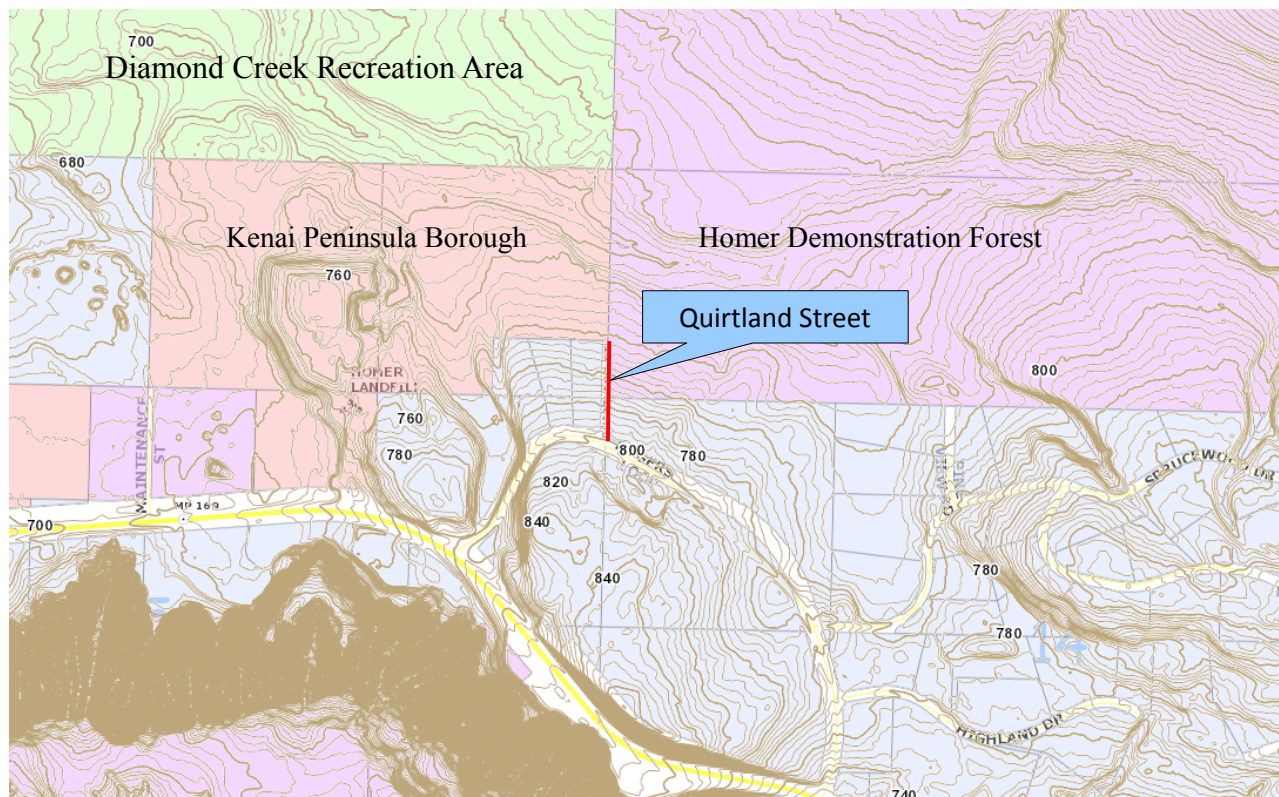
All points within the DCRA are less than 2 miles from Kachemak Bay.

Located near the top of Baycrest Hill, Rogers Loop Road—an old loop of the Sterling Highway—is a road from which the DCRA is frequently accessed. Access off Rogers Loop Road is via a platted but unimproved road about 540 ft long called Quirtland Street and then via a section line between a borough-owned parcel in Section 15 (salmon-colored in the

map below) and Section 14 (the HDF, shown in light purple-color below; blue indicates privately owned land, and green indicates city-owned land).

The Rogers Loop trailhead provides the most popular access to trails within the HDF; it receives moderate-to-heavy use during the winter months (after snow accumulation permits cross country skiing) and light-to-moderate use the rest of the year. Parking at this trailhead is limited to a widened road shoulder with a capacity of 15-20 cars. This is often inadequate during heavy winter use, when overflow parking spills out along the edge of Rogers Loop. The Kachemak Nordic Ski Club (KNSC), in its 2009 Baycrest Trails Strategic Plan, identified expansion of the Rogers Loop parking area as a goal. Signage and nearby restrooms are maintained by the HDF Steering Committee and KHLT, largely with volunteer labor. KNSC grooms cross country ski trails and packs snowshoe trails in the DCRA and HDF.

Further east and off the Sterling Highway, a second trailhead is provided from land managed by the Alaska Department of Transportation (DOT) (the light purple parcel below transected by Maintenance Street). Access from the DOT trailhead involves



crossing borough-owned parcels (again, salmon-colored parcels). KNSC holds a temporary winter-use agreement with the borough for use of ski trails in this area, and while occasional summer use occurs, there are no formal agreements in place regulating non-winter access. Public ownership and ample parking make the DOT trailhead particularly attractive as a year-round access point, although access across wetlands would require careful planning, design, and installation to prevent trail deterioration and wetland damage. Currently, public access via the DOT trailhead is less common than from Rogers Loop, especially during summer and fall when ground conditions are wet. KNSC owns a storage shed at this location and provides trail signage at the site.

Possible access improvements into the DCRA include the expansion of the parking area at the Rogers Loop trailhead (mentioned above), development and expansion of year-round trails through the property, and construction of a new trailhead on the western boundary of the DCRA where it fronts the Sterling Highway.

A new trailhead on the eastern side of the Sterling Highway, on the western edge of the DCRA, offers a unique opportunity to create a highly attractive recreational linkage between the DCRA and the Diamond Gulch trail. As mentioned earlier, the Diamond Gulch trail runs from the west side of the Sterling Highway, along Diamond Creek, and down to Cook Inlet. Many recreationalists time their hike down the Diamond Gulch trail so as to reach the beach as the tide is receding. This allows them to hike south along the coast while the tide is out, with their destination being Bishop's Beach in downtown Homer, a hike along the beach of about 7 miles. Linking the Diamond Gulch trail to the DCRA would provide recreationalists with an extended journey encompassing a greater variety of sights and experiences, combining the rolling terrain, varied plant communities, and wetland habitats of the DCRA with the steep coastal bluffs and tidelands of the Diamond Gulch to Bishop's Beach trail. Diamond Creek already passes under the Sterling Highway through a culvert, and when the Baycrest Hill stretch

of the highway is improved, an enlarged culvert could be installed to permit pedestrian (and wildlife) travel under the Sterling Highway along the creek.

While each of these access improvements poses unique challenges (a more detailed discussion is found under Goals and Objectives), they also present ways to enhance social, economic, and recreational opportunities in the Homer community by improving access to and throughout an extensive system of scenic landscapes and open space.

Motorized recreation conflicts with the forest stewardship goals of the DCRA, and motorized vehicles should be limited to construction and maintenance activities. Motorized vehicle use can damage wetlands, cause erosion, disturb wildlife, and render-groomed ski trails unusable.



## Climate

The Homer area experiences a maritime climate—with relatively warm temperatures and high precipitation (see the table below). With the Kenai Mountains to the east and north, Homer is shielded from many storms moving out of the Gulf of Alaska. Proximity to the warm waters of the Pacific helps to moderate temperatures and reduce variations between highs and lows characteristic of areas further inland. Summers are generally cool and moist, and winters are comparatively mild compared to other areas of Southcentral Alaska. The following table shows climatic data recorded at the Homer Airport weather station from 9/01/1932 to 8/22/2012:

	Avg. max. temp. °F	Avg. min. temp. °F	Avg. total precip. (inches)	Avg. total snow (inches)	Avg. snow depth (inches)
Jan	29.1	16.5	2.22	9.6	4
Feb	32.3	18.9	1.81	11.3	5
Mar	35.5	21.3	1.52	9.2	5
Apr	43.1	28.9	1.20	2.9	2
May	50.7	35.7	0.97	0.3	0
Jun	57.1	42.1	0.96	0.0	0
Jul	60.8	46.3	1.56	0.0	0
Aug	60.5	46.0	2.47	0.0	0
Sep	54.9	40.2	3.03	0.0	0
Oct	44.5	31.3	3.13	2.1	0
Nov	35.0	22.8	2.74	7.4	1
Dec	30.1	18.1	2.83	12.1	4
Annual	44.5	30.7	24.45	54.9	2

Given the DCRA's average elevation of more than 600 feet above sea level, data from the weather station (situated about 63 feet above sea level) should be adjusted to reflect higher snowfall and cooler average temperatures. Snow depth and snow water equivalent have been measured at a snow survey site in the Homer Demonstration Forest for over 30 years.

## Geology

### (See Map 2, Contours)

Glacial processes are primarily responsible for the landscape of the Kenai Lowlands, with glacial deposits overlaying Tertiary bedrock from the Beluga Formation of the Kenai Group. When the glaciers covering the region retreated approximately 17,000 years ago, glaciated landforms were created as moraines, glacial lakebeds and drainageways, and other deposits were left behind. Numerous glacial events occurred within larger glacial periods, the most recent of which is the Wisconsin period. While earlier periods covered the entire Kenai Peninsula, the latest periods did not cover higher elevations. During the Wisconsin period, several major glaciations formed many of the landforms now visible within the region, including kettle ponds and relict glacial lakebeds. One of the Wisconsin period glaciations, known as the Naptowne, is further divided into separate, smaller glacial advances. Of these, the Moosehorn advance was the most influential in shaping the Diamond Creek watershed. Geological evidence suggests that Diamond Creek was once an ice marginal drainageway between moraines, flowing north to the Anchor River. Upon retreat of the Moosehorn glacier, Diamond Creek cut westward through the moraine to empty directly into Cook Inlet (Berg, E.E.-2006).

## Soils

### (See Map Group 3, NRCS Soil Survey, and Map 4, Soil Drainage)

The Western Kenai Peninsula soil survey was published online in 2005 by the Natural Resources Conservation Service (NRCS) and can be downloaded at: [http://soildatamart.nrcs.usda.gov/Manuscripts/AK652/0/WesternKenai\\_manu.pdf](http://soildatamart.nrcs.usda.gov/Manuscripts/AK652/0/WesternKenai_manu.pdf). The survey indicates that the dominant soil types within the DCRA are Spenard peat and Starichkof peat, both categorized as very poorly-drained soils with high acidity (low pH). Properties, features, limitations, and suitabilities of all soils in the survey area are provided in the online manuscript cited

above, as well as from NRCS offices. Appendix \*\* provides a soil survey report generated for the DCRA area using Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>). This report lists acreages of all soil types in the DCRA along with their selected properties and interpretations.

## Hydrologic Features and Wetlands

### (See Map 5, Wetlands)

The Diamond Creek watershed covers an area totaling 5.35 square miles, with Diamond Creek itself extending over 5 miles from its headwaters to its outlet in Cook Inlet. The DCRA's eastern half is bisected from southeast to northwest by Diamond Creek, and the stream also meanders inside the northern border of its western parcel.

Diamond Creek is an underfit stream, meaning that its current flow regime is insufficient to have created the valley within which the creek now flows. The stream valley was created by much larger flows fed by melting glaciers.

Ten types of wetland ecosystems (plus Wetland-Upland complexes and Disturbed wetland areas) have been identified and mapped in the Kenai Lowlands by the Kenai Watershed Forum (see <http://www.kenaiwetlands.net/>). The riparian corridor created by Diamond Creek is one of four wetland ecosystem types found in the DCR, the other three being Drainageways (these are “relict” drainageways created by glacial meltwater), Kettles, and Discharge Slopes (see Map 5).

Riparian wetlands occur along streams and rivers, and are fed by groundwater, surface runoff, precipitation, and snowmelt. (Many riparian corridors on the Kenai Peninsula are also fed by glacial meltwater.) The Diamond Creek riparian corridor encompasses broad fringe wetlands, with bluejoint grass (*Calamagrostis canadensis*) and Barclay's willow (*Salix barclayi*) meadows. Spruce forests generally cover adjacent slopes.

Discharge slopes are the most abundant wetland ecosystem within the DCRA, occurring over mineral

soils in areas of transition from wetlands to uplands and at slope breaks on terraces. These wetlands occupy locations where upslope groundwater is discharged, or where water tables are perched near the surface. Discharge slopes on the lower Peninsula usually feature forested hillsides of Lutz spruce (*Picea x lutzii*), especially at toe-slope transitional areas. The eastern half of the DCRA encompasses large areas mapped as discharge slopes.

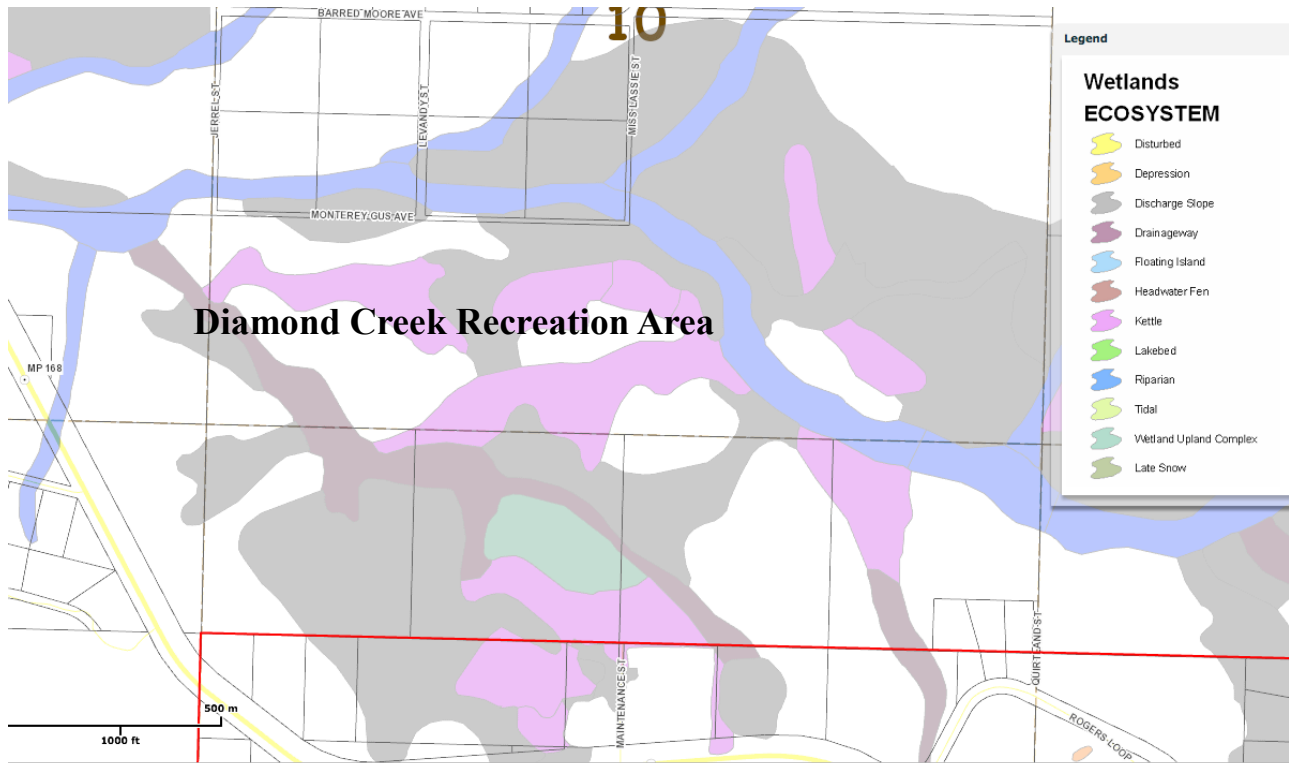
Kettle wetlands are found in depressions resulting from blocks of ice being left behind by retreating glaciers. Meltwater streams flowing on top of ice deposit sediments which become broad outwash plains of glacial till. Ice blocks buried within the outwash then melted, leaving depressions known as “kettle holes” in the surrounding sediments. “Kettle and kame” topography refers to a landscape of mounds and basins formed by retreating glaciers. Kames are formed when glacial streams carry sediments into cracks or depressions on surface ice. As the glacier retreats, the buildup of sediments is eventually released, and deposited as hills or ridges. Kettles are usually described as peatlands that form over flat silty plains between kames. Unlike similar “ice-block” wetland formations, kettles are linked to Cook Inlet by a stream or wetland connection. The water table can vary between stable (open water or bogs) and highly variable (up-slope), with grasses and shrubs typically showing dominance. The central portion of the DCRA displays a kettle and kame landscape, with extensive peatlands surrounded by forested ridges.

Relict glacial drainageway wetlands occupy areas where glacial meltwater accumulated and flowed outward. They sometimes support modern, underfit streams that flow through previous glacial deposits. Relict glacial drainageways are differentiated between their hydrologic components and the surrounding landscape. Five types have been identified for the Kenai Lowlands, all generally classified as peatlands with a stable, high water table. The DCRA contains a Type 3 stream fringe drainageway, identified as hummocky or shrubby, and possessing a slightly more variable water table than other glacial drainageways. Plant species found in



this area include: thinleaf alder (*Alnus incana* ssp. *tenuifolia*), dwarf birch (*Betula nana*), sweetgale (*Myrica gale*), water horsetail (*Equisetum fluviatile*), water sedge (*Carex aquatilis*), and bluejoint grass (*Calamagrostis canadensis*). In this case, the relict glacial drainageway sits upon a layer of Starichkof soil between spruce forest uplands.

growth stands of spruce. Consequently, much of the DCRA upland is covered with deadfall. Adequate regeneration is occurring, however, and while varying widely within the immediate area, a good portion (over 50%) of the DCRA has shown moderate to high levels of forest productivity. Stands are uneven aged. Extensive monitoring of the forest within the HDF



Severe flooding occurred in 2002 significantly impacting Diamond Creek and destroying habitats that had supported a population of resident Dolly Varden (*Salvelinus malma* Walbaum). The floods also had a disastrous impact on local beaver populations, destroying the dams that protect them from predation and provide access to food sources.

since the beetle outbreak has shown high regeneration rates as well, although bluejoint grass (*Calamagrostis canadensis*) appears to be increasing in areas where the forest canopy has been opened up by die off and blowdown of trees. Increased bluejoint cover limits survival of small tree seedlings, and can also substantially increase spring wildfire hazard.

## Flora and Fauna

(See Map Group 6, Forest Productivity and Map 7, Spruce Bark Beetle Infestation)

Ridges and hillsides in the DCRA support Lutz spruce (*Picea x lutzii*), with black spruce (*Picea mariana*) in forested wetland areas. An extensive spruce bark beetle infestation occurred in the late 1980s and early 1990s, killing many of the old-

The following shrub and groundcover species are common in the area. For detailed descriptions of plant communities associated with each mapped wetland, see [http://www.kenaiwetlands.net/plant\\_community\\_classification\\_i.htm](http://www.kenaiwetlands.net/plant_community_classification_i.htm).

### Shrubs:

alder, *Alnus* spp.  
bog blueberry, *Vaccinium uliginosum*  
cloudberry, *Rubus chamaemorus*  
crowberry, *Empetrum nigrum*

five leaf bramble, *Rubus pedatus*  
lowbush cranberry, *Vaccinium vitis-idaea*  
northern black currant, *Ribes hudsonianum*  
rusty menziesia, *Menziesia ferruginea*  
Steven's spirea, *Spiraea beauverdiana*  
willow, *Salix spp.*

Forbs, ferns, clubmosses, and grasses:

bluejoint grass, *Calamagrostis canadensis*  
elderberry, *Sambucus racemosa*  
fireweed, *Epilobium angustifolium*  
geranium, *Geranium spp.*  
horsetail, *Equisetum*  
Labrador tea, *Ledum palustre*  
oak fern, *Gymnocarpium dryopteris*  
one-sided wintergreen, *Pyrola asarifolia*  
shield fern, *Dryopteris dilatata*  
Sitka burnet, *Sanguisorba stipulata*  
tall Jacob's-ladder, *Polemonium acutiflorum*  
watermelon berry, *Stretopus amplexifolius*

Wildlife sightings are a frequent occurrence in the DCRA, which contains critical moose wintering habitat, and also provides a migration corridor for many species. Bears, wolves, lynx, ermines, and other carnivores prey upon the ample number of hares and rodents in the vicinity. The area also hosts a tremendous variety of birds, including eagles, hawks, harriers, grouse, cranes, ducks, owls, woodpeckers, thrushes, corvids, owls, wrens, and finches.

Unofficial sightings of trout fingerlings within Diamond Creek have been reported in recent years, but as previously discussed, no beavers have been observed in the area since the 2002 flood events.

## Cultural Resources

The Baycrest ski trails are an extremely valuable resource for the Homer community, providing approximately 35 kilometers of interconnected pathways for skiers and snowshoers to enjoy. The ski trails are also utilized by local schools for practices and events, and often draw visitors from around the region. KNSC, a volunteer organization, has developed and maintained the trails for over three decades. Some of the maintained trails are adjoined to private neighborhood trails, creating an extensive network of recreational access. Continual efforts by

KNSC to improve and expand the Baycrest ski trail system have helped to ensure permanent public access within these surrounding private lands. Trails in the Baycrest area are also frequented by summer-time hiking, mountain-bike, and equestrian enthusiasts.

## Goals and Objectives

The Forest Legacy Program requires that lands acquired with FLP funds be used for “recreation, conservation, and forestry uses.” With the adoption of Homer City Council Resolution 07-03, the City designated the Diamond Creek Recreation Area for “public purpose as park land in perpetuity.” In addition, the City of Homer Comprehensive Plan (COH-2009) states that the City will “...strive to identify, acquire, dispose of, or exchange lands to satisfy public recreation needs, acquire land, plan and construct facilities, and identify, protect and preserve scenic and natural areas, such as greenbelts, for recreation enjoyment.”

The conservation easement granted by the City to the Department of Natural Resources ensures that the land's natural resources will be protected and sustainably managed. The State is authorized to take action should any portion of the DCRA be used in ways that do not comply with the Forest Legacy Program. These designations and requirements provide the basis for the general management goals and specific objectives outlined in this section.

## Conservation

As described earlier, the DCRA encompasses forested hillsides, riparian zones, and wetlands. Use and management of these resources will be conducted in accordance with FLP and City of Homer guidance. The objectives listed below are consistent with this guidance.

### Conservation Objective 1:

Preserve and protect forested areas within the DCRA.

## **Strategies**

Monitor forest health, in partnership with the Kenai Peninsula Borough and the DNR, Division of Forestry. Include the DCRA within any local wildfire risk assessments.

Where appropriate, route non-motorized public access through forested areas so as to promote strategic firebreaks (motorized vehicles are restricted except for maintenance and grooming unless approved by the City).

### **Conservation Objective 2:**

Preserve and protect wetlands and riparian zones within the DCRA.

#### **Strategies:**

Plan new routes for public access through the DCRA in a manner and location that minimizes impact(s) to wetlands.

Seek funding for bridge upgrades and maintenance at trail-stream crossings, and for proper trail-hardening through wet areas.

Regulate and minimize non-winter motorized travel through the DCRA except for city-approved management activities.

### **Conservation Objective 3:**

Preserve the natural scenic qualities of the DCRA.

#### **Strategies:**

Design and install signage so as not to detract from local scenery with sign height, color, material, or placement.

Provide maps of the area near trailheads, so they are not necessary along public-access routes. Use as few trail markers as necessary.

Encourage users to pack out trash.

Prohibit overnight camping.

Identify and maintain functional landscape and ecological linkages between the DCRA, the HDF, and surrounding lands that have been protected through conservation easements or other mechanisms.

Ensure that the DCRA remains a viable wildlife corridor by protecting important habitat features and avoiding obstructions to wildlife movement.

## **Recreation**

Recreational development within the DCRA should be focused primarily on summer use at this time, since winter access is already well-established. However, certain recreational objectives detailed here will benefit users on a year-round basis. Care should be exercised during all phases of recreational development to protect the environmental attributes of the DCRA, as well as the interests of surrounding landowners.

### **Recreational Objective 1:**

Improve controlled, non-motorized recreational access to the DCRA.

#### **Strategies:**

Support efforts to enlarge the parking area at the Rogers Loop trailhead.

Work with the Kenai Peninsula Borough's Land Management Division to formalize year-round access from the DOT trailhead to the DCRA.

Provide a parking area and trailhead facilities at the western border of the DCRA.

Develop a preliminary plan with the AK-DOT, and seek funding, for a non-motorized route across the Sterling Highway near MP 168, in order to extend the recreational corridor to the Diamond Creek State Recreation Site on the south side of the Sterling Highway. (A pedestrian underpass at this location associated with an improved road-stream crossing should be investigated.)

### **Recreational Objective 2:**

Construct summer-use trails within the DCRA.

**Strategies:**

Develop a summer trail system through and connecting upland areas (“forest islands”) within the DCRA, including a route paralleling Diamond Creek (Map 1). Extend DCRA trails to the Sterling Highway and current HDF trails as shown on Map 1.

Develop summer access from the Sterling Highway-DOT trailhead to the DCRA, with trail-hardening through wet areas.

Plan and develop multi-use “loops” or trails, to include bicycling and equestrian users, where soils and slopes are suitable.

## **Education**

**Educational Objective 1:**

Encourage area schools, local organizations, and area visitors to use the DCRA in sustainable ways that promote education.

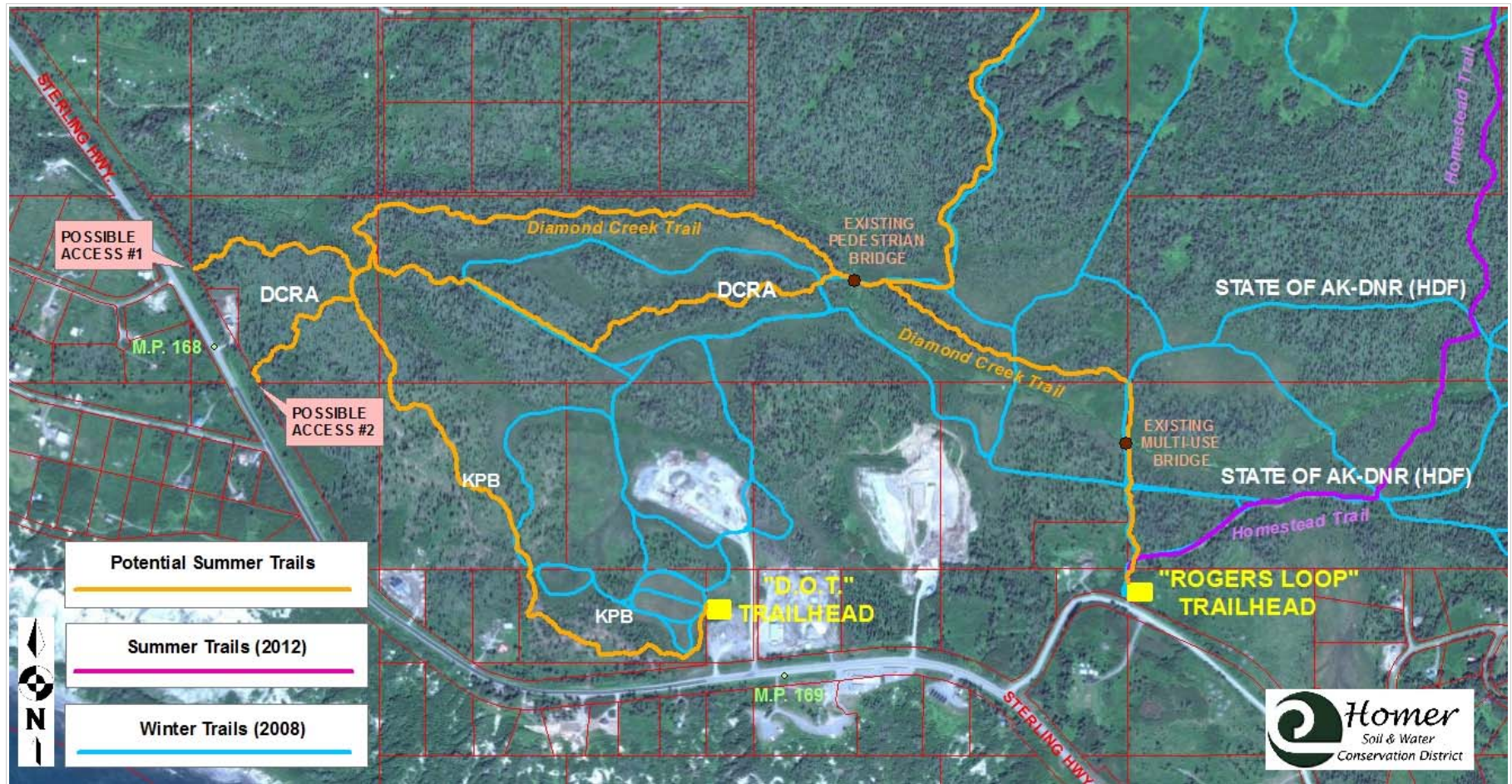
**Strategies:**

Identify areas for observing scenery and wildlife and provide minimal-disturbance facilities (such as widened trail segments, lookouts, benches, or informational signage) to enhance visitor experiences.

Help to organize and promote educational events on significant dates, or during appropriate community events, to enhance public knowledge of forest and wetland ecology.



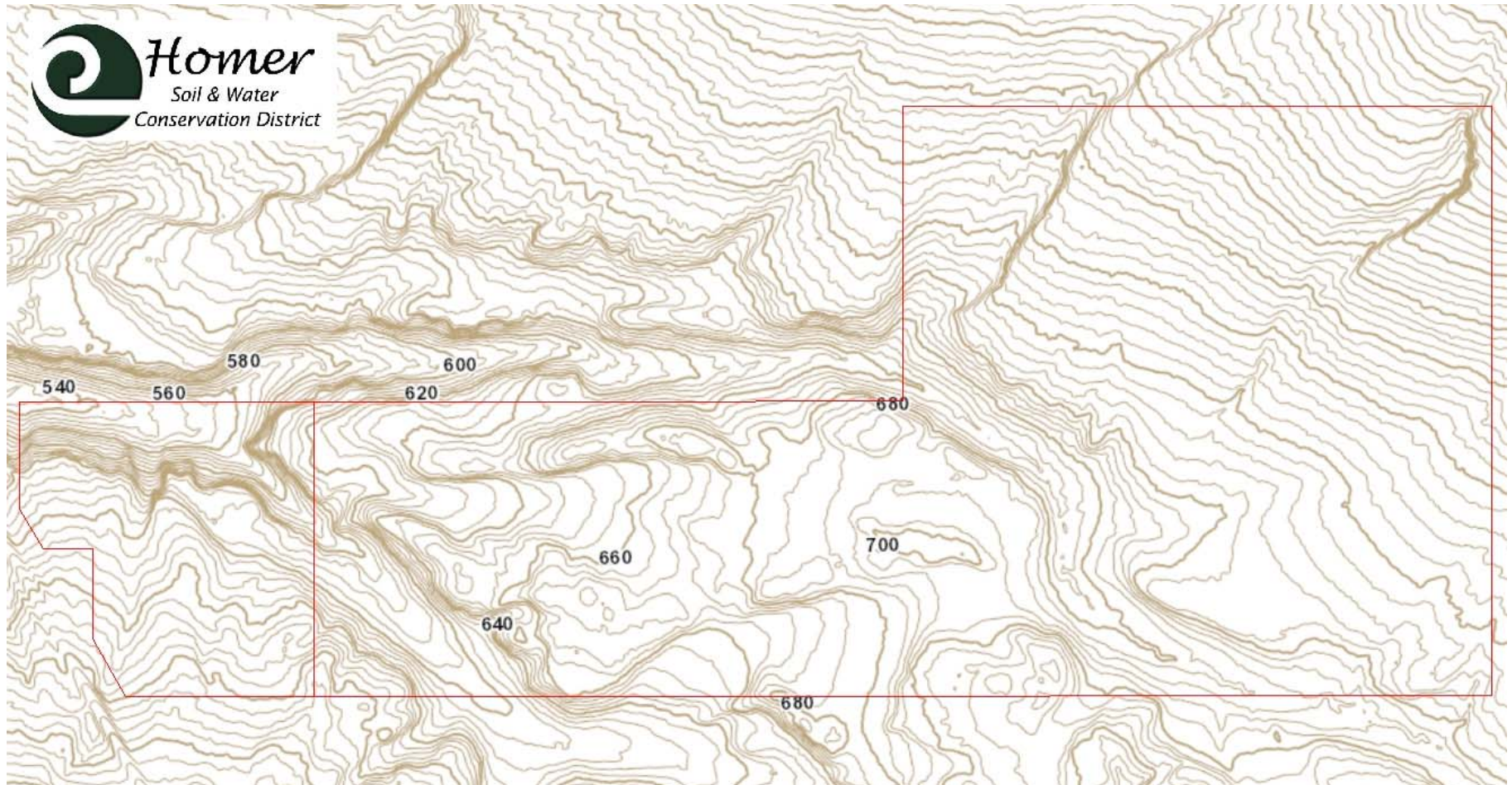
Map 1 - Diamond Creek Recreation Area Access and Development





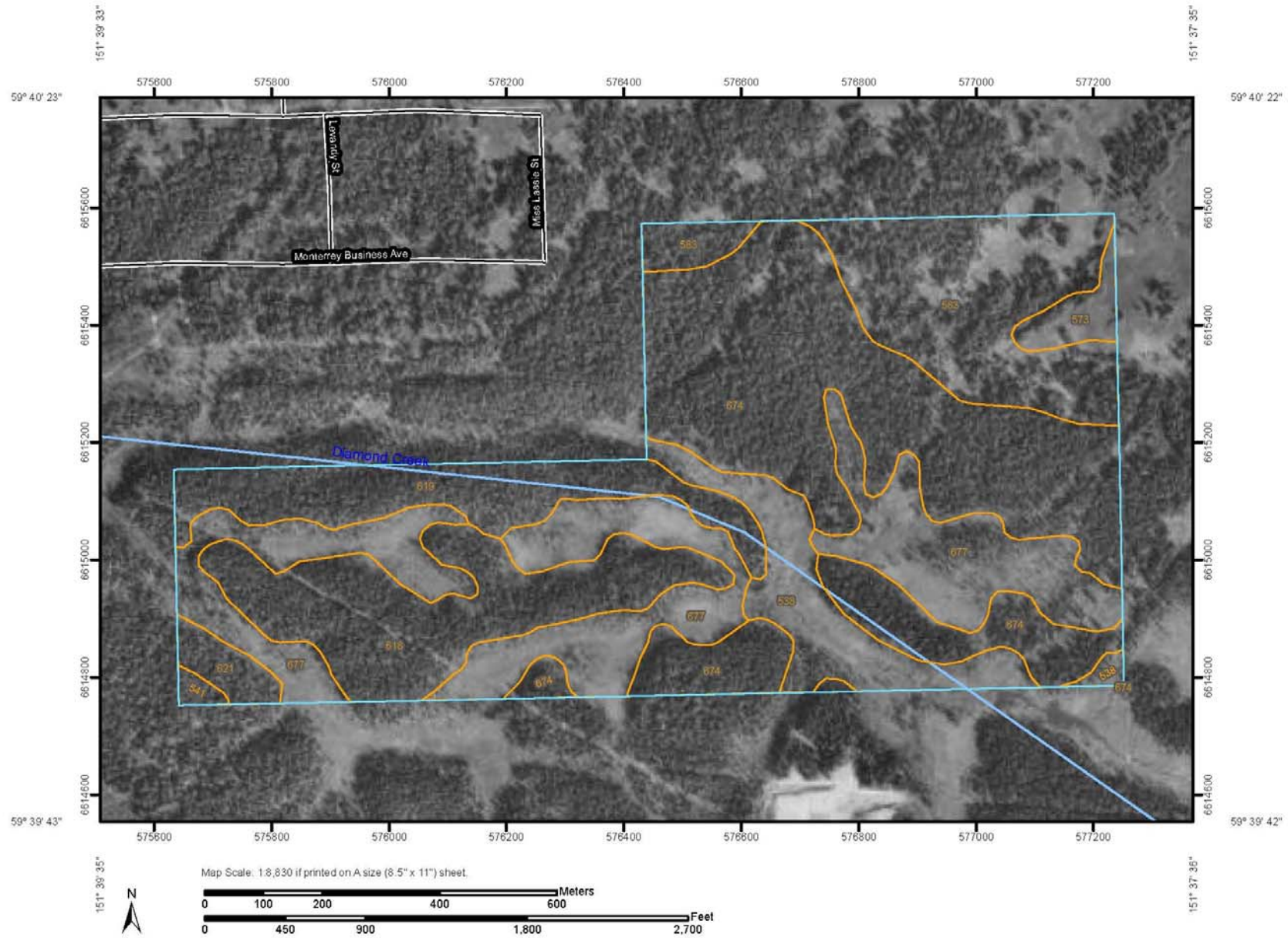
## Map 2 – Diamond Creek Recreation Area Contours

4-ft. Contours Data Courtesy of KPB-GIS



### Map Group 3 - Diamond Creek Recreation Area Soils

Soil Map—Western Kenai Peninsula Area, Alaska

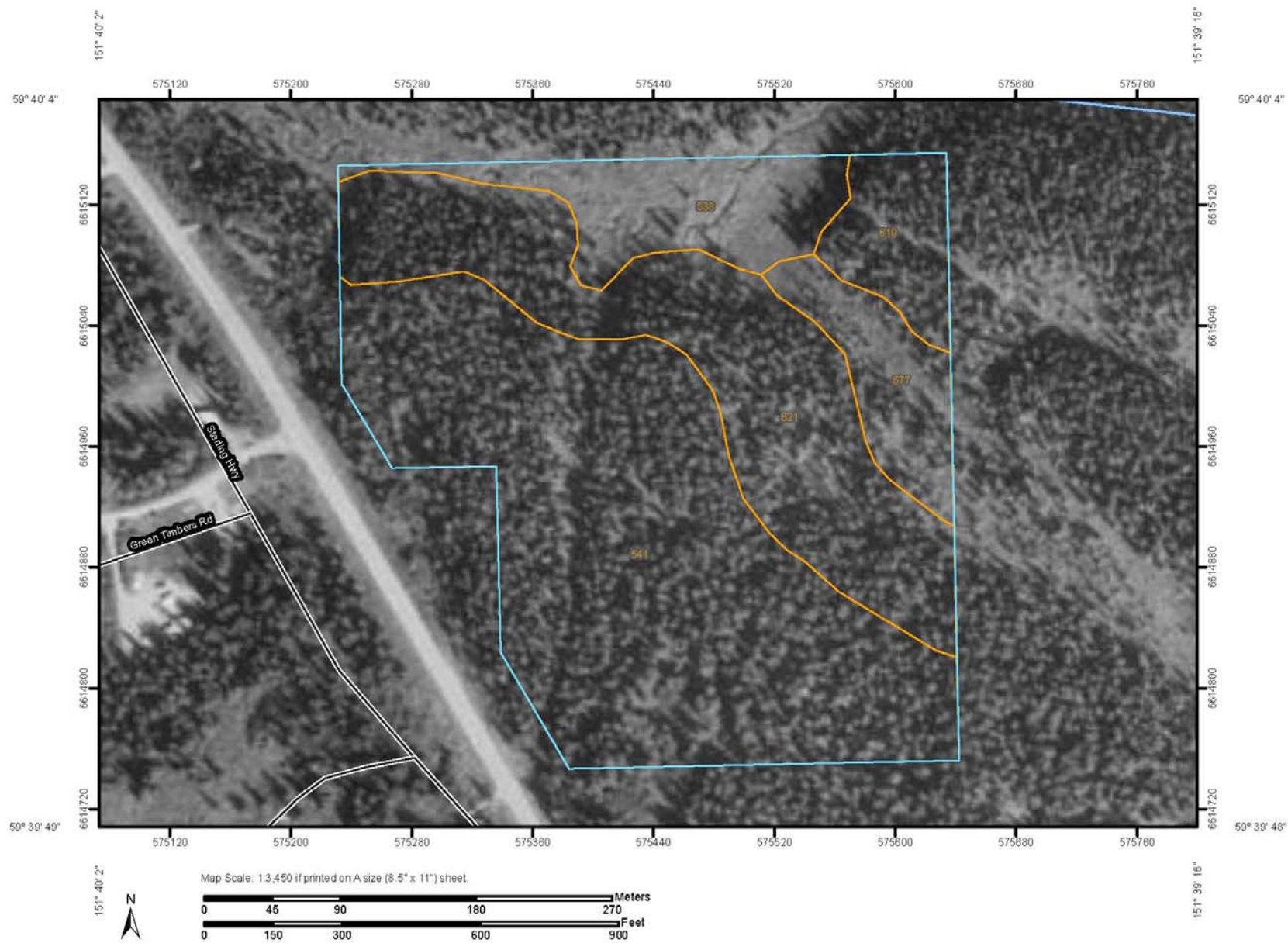


## Map Unit Legend

Western Kenai Peninsula Area, Alaska (AK652)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
538	Coal Creek silt loam, 8 to 15 percent slopes	17.1	7.1%
541	Cohoe silt loam, 8 to 15 percent slopes	0.9	0.4%
573	Kachemak silt loam, 4 to 8 percent slopes	3.7	1.5%
583	Kachemak silt loam, forested, 4 to 8 percent slopes	33.9	14.1%
618	Mutnala silt loam, 4 to 8 percent slopes	30.5	12.7%
619	Mutnala silt loam, 8 to 15 percent slopes	20.8	8.7%
621	Mutnala silt loam, 25 to 45 percent slopes	3.5	1.5%
674	Spenard peat, 4 to 8 percent slopes	77.2	32.1%
677	Starichkof peat, 0 to 4 percent slopes	52.6	21.9%
<b>Totals for Area of Interest</b>		<b>240.2</b>	<b>100.0%</b>



# Soil Map—Western Kenai Peninsula Area, Alaska

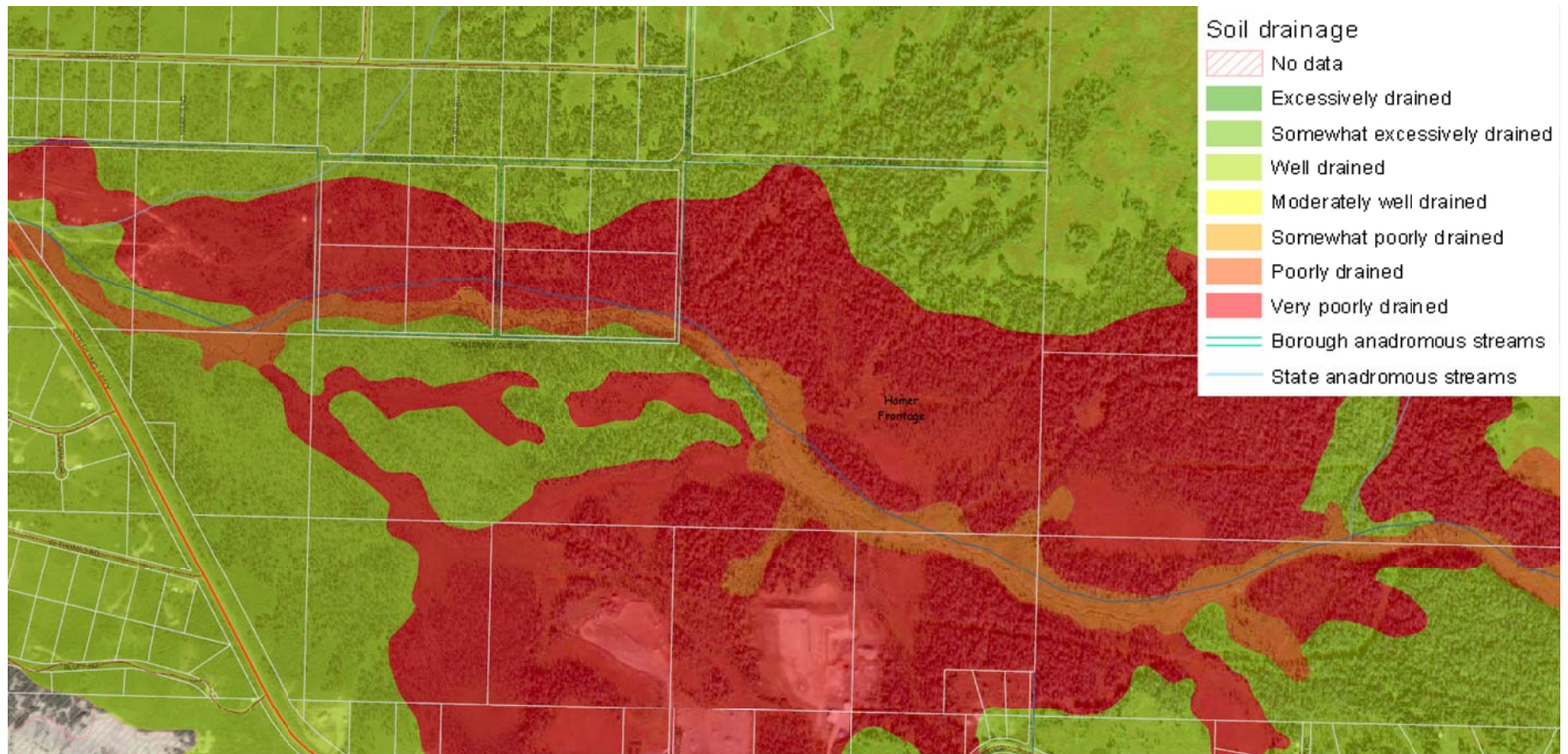


## Map Unit Legend

Western Kenai Peninsula Area, Alaska (AK652)			
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619	Mutnala silt loam, 8 to 15 percent slopes	1.9	5.6%
621	Mutnala silt loam, 25 to 45 percent slopes	9.2	26.7%
677	Starichkof peat, 0 to 4 percent slopes	2.3	6.7%
<b>Totals for Area of Interest</b>		<b>34.4</b>	<b>100.0%</b>

## Map 4 – Diamond Creek Recreation Area Soil Drainage

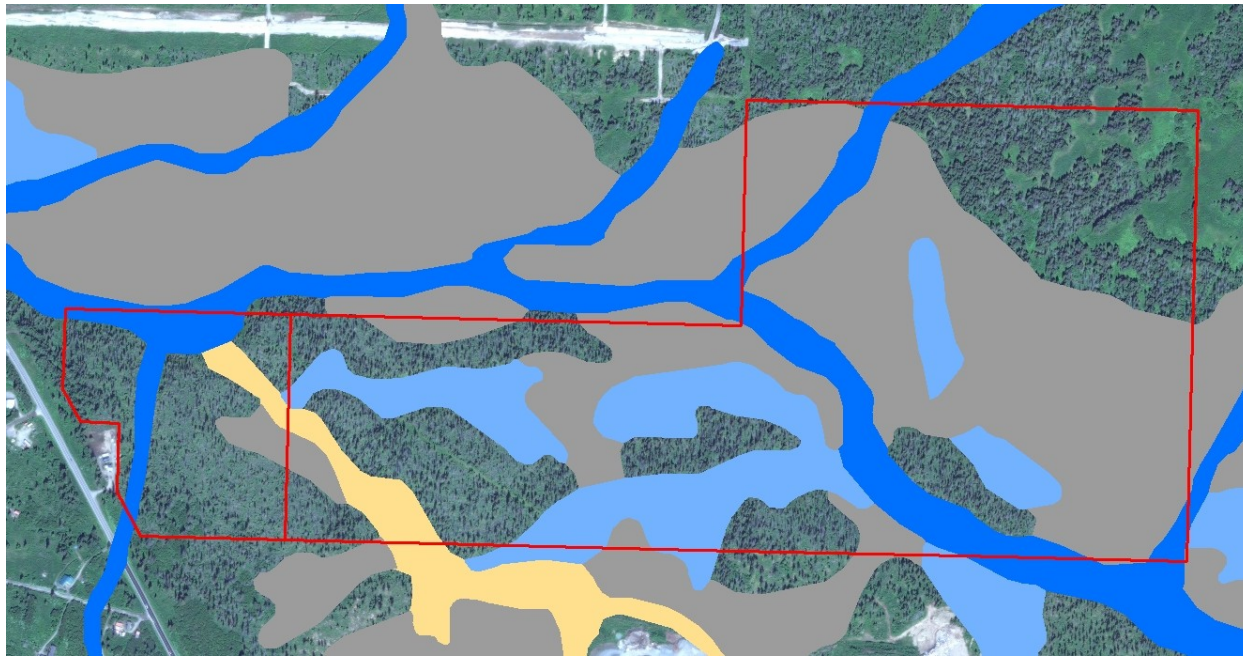
Map and Legend Courtesy of Kenai Watershed Forum





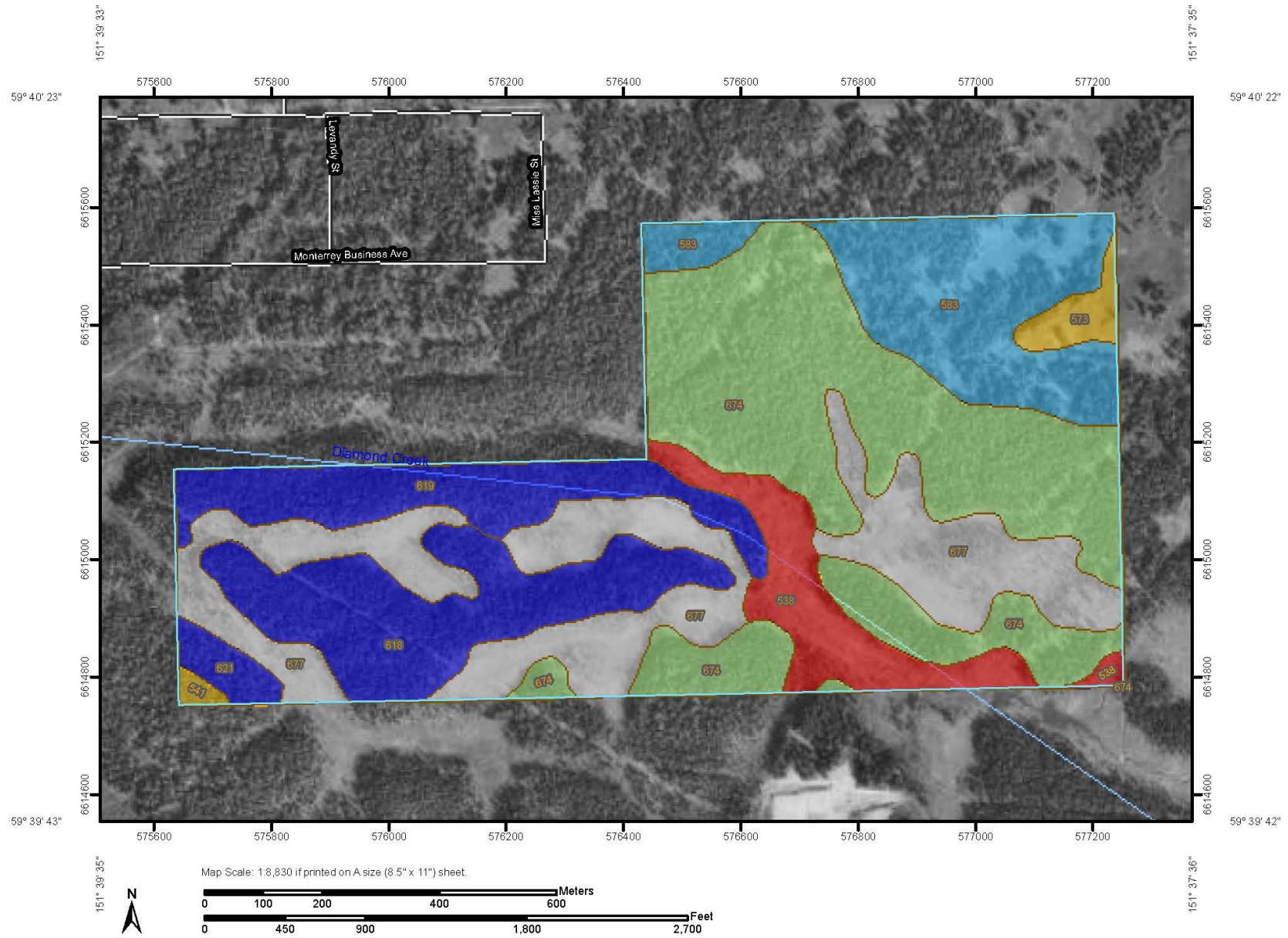
## Map 5 - Diamond Creek Recreation Area Wetlands

Legend and Wetlands Data Courtesy of Kenai Watershed Forum




## Map Group 6 - Diamond Creek Recreation Area Forest Productivity

Forest Productivity (Cubic Feet per Acre per Year): white spruce (Farr 1967 (440))—Western Kenai Peninsula Area, Alaska



## MAP LEGEND

### Area of Interest (AOI)


 Area of Interest (AOI)

### Soils


 Soil Map Units

### Soil Ratings

  $\leq 8$

  $> 8 \text{ AND } \leq 11$

  $> 11 \text{ AND } \leq 12$

  $> 12 \text{ AND } \leq 13$


  $> 13 \text{ AND } \leq 14$

 Not rated or not available

### Political Features

 Cities

### Water Features

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

## MAP INFORMATION

Map Scale: 1:8,830 if printed on A size (8.5" x 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:25,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 5N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Western Kenai Peninsula Area, Alaska  
Survey Area Data: Version 11, Feb 3, 2011

Date(s) aerial images were photographed: 9/2/1996

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Forest Productivity (Cubic Feet per Acre per Year): white spruce (Farr 1967 (440))

Forest Productivity (Cubic Feet per Acre per Year): white spruce (Farr 1967 (440))— Summary by Map Unit — Western Kenai Peninsula Area, Alaska (AK652)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
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<b>Totals for Area of Interest</b>			<b>240.2</b>	<b>100.0%</b>

### Description

Forest productivity is the volume of wood fiber that is the yield likely to be produced by the most important tree species. This number, expressed as cubic feet per acre per year and calculated at the age of culmination of the mean annual increment (CMAI), indicates the amount of fiber produced in a fully stocked, even-aged, unmanaged stand.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this attribute, only the representative value is used.

### Rating Options

*Tree:* white spruce

*Site Index Base:* Farr 1967 (440)

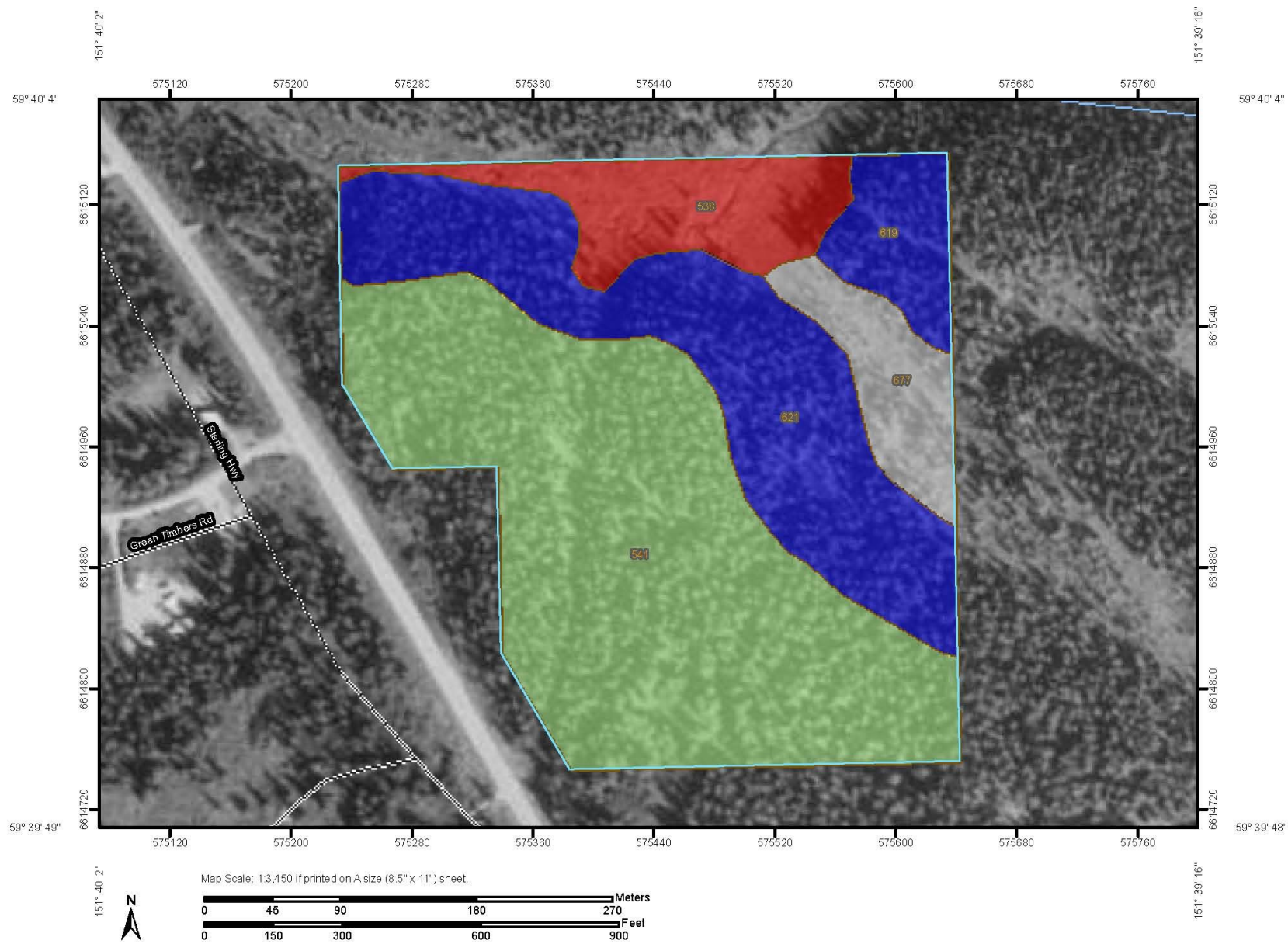
*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher




Forest Productivity (Cubic Feet per Acre per Year): white spruce (Farr 1967 (440))—Western Kenai Peninsula Area, Alaska





## MAP LEGEND

### Area of Interest (AOI)


 Area of Interest (AOI)

### Soils

 Soil Map Units

### Soil Ratings

  $\leq 8$

  $> 8$  AND  $\leq 11$


  $> 11$  AND  $\leq 14$

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Source of Map: Natural Resources Conservation Service  
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### Rating Options

*Tree:* white spruce

*Site Index Base:* Farr 1967 (440)

*Aggregation Method:* Dominant Component

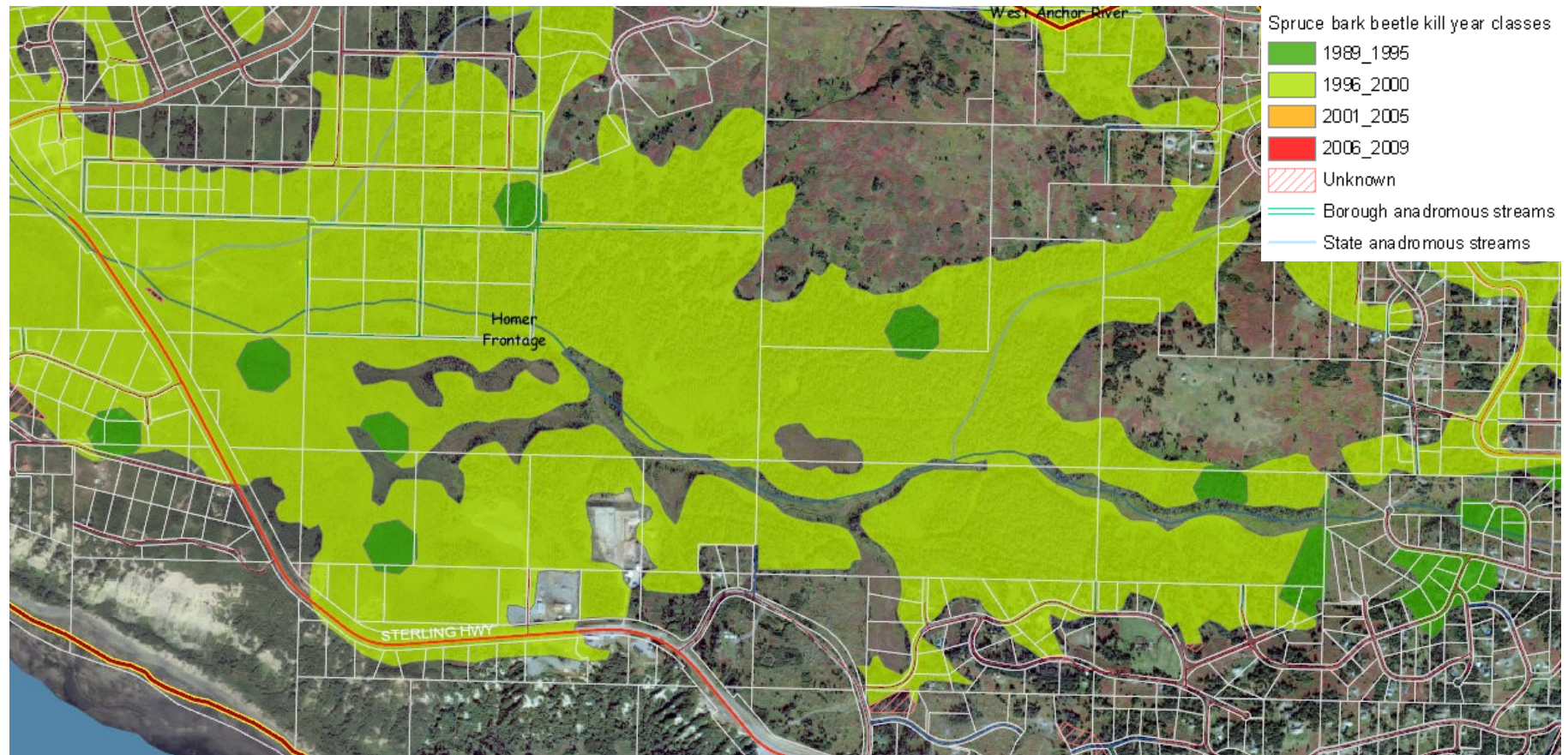
*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

## Map 7 – Spruce Bark Beetle Infestation

Legend and Map Courtesy of Kenai Watershed Forum







## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 9, 2016  
Subject: Increasing Campground Fees for FY 2017

**Recommendation:** Consider raising campground fees by 20%, reflect sales tax in the rates and eliminate the discount for multiple night stays. Request Council budget the funds into reserves or increase the park maintenance budget to address ongoing deferred maintenance issues. (Or Mariner park improvements, beach policy implementation, etc).

### Introduction

The topic of city budgets is ongoing. I think its important to offer the City Council some revenue solutions. While there are not many options to increase revenue from parks, the commission could consider a recommendation to increase tent camping and RV fees. I think we have the cheapest camping of all the municipalities, and possibly the cheapest RV sites as well... same as or cheaper than state parks even. Additionally, campgrounds have been opened early this year to do mild weather, and demand. Perhaps with adequate increased revenue, seasonally staff could be hired earlier in the season, and could be paid for through additional camper nights.... Or more money could be put into depreciation. Example: a 10% fee increase could generate \$10-15K/yr for depreciation reserves.

**Homer 2016 RATES:** RV rates are **\$15** per night, **\$95** for 7 consecutive days or **\$189** for 14 consecutive days if paid in advance. Tent rates are **\$10** per night, **\$63** for 7 consecutive days or **\$125** for 14 consecutive days.

- Homer rates are inclusive of sales tax. Soldotna charges sales tax in addition to nightly rates.
- No other community offers a break for multi night stay.
- Actual revenue: Hornaday park \$23,000, Homer Spit \$133,000. Revenue varies year to year depending on weather, etc.

Seward rates: Tent: \$10/night, \$20 for dry RV site, plus tax

Soldotna rates: have a break during shoulder season and higher peak season rates. All sites range from \$19.81-\$24.53, plus tax (\$21-\$26.00, total, so they don't have to deal with change, etc).

Alaska State Parks \$12-\$15 a night for tents and RV's, depends on campground. No hook ups or RV dumps, firewood for sale.

Kenai – not included – their fees are substantially higher to reflect the cost of providing services for the dipnet season. I don't think the city offers any general camping outside of the dipnet season.

Homer Spit Campground (Private): Tents \$20-\$0 a night, RVs \$30-\$50 depending on location and utilities.

Heritage RV Park(Private): \$65-68 a night, with a break if you book 2 weekends in a row and leave the RV. Full amenities.

**Recommendation:**

1. Consider raising camping fees approximately 20% to \$13 tent camping a night, RVs to \$20 a night, inclusive of taxes. (These fees to result in whole numbers with taxes included, like Soldotna).
2. Eliminate the discount for multiple night stays.
2. Request Council budget the funds into reserves or increase the park maintenance budget to address ongoing deferred maintenance issues. (Or Mariner park improvements, beach policy implementation, etc).

**Attachments**

Seward, Soldotna and Homer Spit Campground examples



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# CITY OF SEWARD

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## Campgrounds & Parks

### Shoulder Season Camping

In effect April 15-May 31

- \$20 RV Utility Camping (water/electricity)
- \$10 RV Dry Camping (NO water or electricity)
- \$10 Tent Camping, (per tent per night)
- Credit/Debit cards and cash only
- Showers: \$2 US Quarters- 10 minute hot showers
- \$5 fee for sewer dump station

### Summer Camping

In effect June 1- September 30

- \$40 RV Utility Camping (water/electricity)
- \$20 RV Dry Camping (NO water or electricity)
- \$10 Tent Camping, (per tent per night)
- Credit/Debit cards and cash only
- Checks are not accepted
- We can only allow US currency. No foreign currency
- Seward has a few banks or ATM's to accommodate your exchange needs; our machines do not dispense change
- Camping fees are set by resolution of the City Council, and are subject to change
- Showers: \$2 US Quarters- 10 minute hot showers
- \$5 fee for sewer dump station



### How to Register

**Step 1.** Find a site**Step 2.** Note the site number and your license plate number and return to a pay station at the campground entrance within 30 minutes of arrival**Step 3.** Follow the prompts on the automated pay station**Step 4.** Keep the issued permit and display it in your dashboard or permit holder

All campgrounds require that patrons self-register by city ordinance. Check out time is 12 noon.

**If you wish to move sites**, you may do so if you paid using your license plate.

### RV Camping

Recreational Vehicles are welcomed in designated municipal camping areas from April 15 through September 30 each year. The City of Seward has seven separate campground locations, six locations within **Waterfront Park**:**Iditarod, Resurrection (utility area), Marathon, Harborside, Alice, William's Park (for smaller RVs and Tent camping)**

### Campground Map

### Reservations

### FAQs

[view all](#)

- How long can I stay in one spot/space?
- Is there an RV sewer dump station nearby?
- Are pets allowed in the campgrounds?
- Is there a check-out time?
- Can I make a reservation for the campground?
- Is it difficult to find a camping spot?
- How much and how long for the coin-op showers?
- What's the longest RV Waterfront Park can accommodate?

### QUICK LINKS

[view all](#)

- How was your stay? Let us know by taking a short survey!
- Contact Information

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2004 with winter electric hook-ups, but demand was too low to continue the program. The Chamber of Commerce can direct campers to private campgrounds with winter electricity and hook-ups.

We work to provide snow and ice removal. Be warned, however, that conditions change rapidly and often in Seward. Campers must use common sense and caution in the winter camping area. Watch for snow, ice, and uneven surfaces. No sewer or water are available during our off-season. Garbage must be hauled home or off-site.

Winter Camping is from October 1 through April 14.

### **Our Mission**

To maintain, improve and promote the City of Seward parks, lands and facilities. The departmental staff is professionally committed to providing safe and enjoyable park experiences for all park users.

City of Seward • P.O. Box 167, 410 Adams Street City Hall Building • Seward, Alaska 99664 • (907) 224-3331

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# Soldotna fees

## CAMPGROUNDS

	REVENUE	TAX	TOTAL
Camping	19.81	1.19	21.00
Camping (Peak Time)***	24.53	1.47	26.00
Day Use	7.55	.45	8.00
Launch (Non-Motorized Boats)	8.49	.51	9.00
Launch (Motorized Boats)	16.98	1.02	18.00
Combo (Camping W/Boat Launch)	32.08	1.92	34.00
Combo (Peak Time) (Camping W/Boat Launch)***	35.85	2.15	38.00
Season Day Use Pass (Vehicle Under 22')	61.32	3.68	65.00
Season Day Use Pass (Vehicle Over 22')	83.96	5.04	89.00
Pre-Season Day Use Pass	37.74	2.26	40.00
Military Discounted Pre Season Day Use Pass	30.19	1.81	32.00
Military Discounted Season Day Use Pass (Vehicle Under 22')	51.89	3.11	55.00
Military Discounted Season Day Use Pass (Vehicle Over 22')	71.70	4.30	76.00
Season Boat Launch (Non-Motorized Boats)	194.34	11.66	206.00
Season Boat Launch (Motorized Boats)	388.68	23.32	412.00
Ice	3.77	.23	4.00
Wood	5.66	.34	6.00
<u>RV Waste Dump</u>	18.87	1.13	20.00

\*\*\* PEAK TIME: July 7-31

## PARK RENTALS

Pavilion (4 hours)	31.00	1.86	32.86
Stage and Pavilions (6 hours)	260.00	15.60	275.60
Large Event Area (up to 60)	31.00	1.86	32.86
Large Event Area (61-200)	155.00	9.30	164.30
Large Event Area (201-500)	255.00	15.30	270.30
Large Event Area (501-1500)	510.00	30.00	540.00
Large Event Area (1500+)	1020.00	30.00	1050.00
Large Event Application Fee	42.00	2.52	44.52



The City of Soldotna offers a wide variety of parks so that our residents and visitors can experience all that the area has to offer. With over 200 campsites, 3,000 feet of elevated boardwalks along the world-famous Kenai River, and countless river access stairs, our parks can connect you to nature like you've never experienced.

## Amenities Quick Guide

Park	Amenities	Camping	River Access	Boat Launch	RV Waste Dump	Wood/ice	Baseball/Soccer	playground	pavilions	Restrooms	Dog Friendly	Greenspace	Skate/BMX
Aspen							x						
Centennial	x	x	x	x	x				x				
Farnsworth							x	x	x		x		
Karen St.													x
Parker										x			
Pioneer													
Rotary		x											
Riverview							x						
Soldotna Creek		x					x	x	x	x	x		
Sunrise						x					x		
Swiftwater	x	x	x	x	x				x				

## Parks Map





The campground and boat launch were completed in 1980's with bank restoration and improved river access added in the later 1990's. In 2002, campsites were added.

Winding through the forest that borders the banks of the Kenai River are the 40 campsites of Swiftwater Park. With the park's seclusion from the busy summer activity in Soldotna, it could almost be its own little village.

Campsites come complete with picnic tables and fire pits. Potable water is available at the well houses, firewood can be purchased and the park has an RV dump station. More than 800 feet of elevated boardwalk and fishwalk platforms were built so you can enjoy walking or fishing along the rivers edge without disturbing the fragile river bank environment.

Eager to put your boat on the river and get your hook in the water? Who wouldn't be? This is a perfect spot for catching sockeye, silver and pink salmon. And don't forget that bank fishermen also occasionally catch King salmon at this location. The park has a launch ramp and plenty of parking to accommodate day users.

[Click here for a map of Swiftwater Park](#)

NO RESERVATIONS - FIRST COME FIRST SERVED

Camping check out time is at noon.

<b>Campground Fees</b>	<b>Revenue</b>	<b>Tax</b>	<b>Total</b>
Camping	19.81	1.19	21.00
Camping (Peak Time)***	24.53	1.47	26.00
Day Use	7.55	.45	8.00
Launch (Non-Motorized Boats)	8.49	.51	9.00
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Centennial Park is a bit of “wilderness in the city”. It is a very large wooded park with over a mile of frontage on the Kenai River, and is separated from the adjacent [Regional Sports Complex](#) by a steep wooded slope. The campground was first built in the early 1980’s, was expanded to include boat launch and additional campsites throughout the coming decade. New restrooms and fish cleaning stations were provided in 2011. Fish stairs and boardwalks were re-designed and installed in 2013, improving habitat protection along the river.

The park has over 176 designated campsites. Some are along the river; all come with picnic tables, fire pits and lots of trees for added privacy. Several sites are handicap accessible, as is 95 feet of dedicated fish walk. Don't despair if your "perfect campsite" is being used. Overflow camping is provided while you wait your turn. Potable water is available at well houses.

If you need ice to cool down or firewood to warm up, stop by the park booth. Pay phones are provided so you can tell everyone at home about the fun you're having, and newspapers are available if you feel the need to catch up on what's going on outside your campsite.

Centennial Park isn't just for camping. There are places to picnic, and don't forget your fishing pole! More than 650 feet of elevated boardwalk and 13 sets of river-access stair units will see you safely to the river's edge, while two boat launches allow you to get your boat on the water. And that is good news, considering this area offers some of the best red and silver salmon fishing on the entire Kenai River, as well as a good chance to hook into a monster King salmon.

#### NO RESERVATIONS - FIRST COME FIRST SERVED

Camping check out time is at noon.

<b>Campground Fees</b>	<b>Revenue</b>	<b>Tax</b>	<b>Total</b>
Camping	19.81	1.19	21.00
Camping (Peak Time)***	24.53	1.47	26.00
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[www.alaskacampgrounds.net](http://www.alaskacampgrounds.net)

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## Homer Spit Campground

**4535 Homer Spit Road**

**Address: P.O. Box 1196**

**City & Zip: Homer, Alaska 99603**

**Phone Number: (907) 235-8206**

**Email Address: [homerspitcampground@gci.net](mailto:homerspitcampground@gci.net)**

"Where the land ends and the sea begins" is where the Homer Spit Campground is located. On the shores of Kachemak Bay surrounded by mountains and stunning ocean views, there are few places as beautiful to enjoy the Homer Spit. We have various hook-up and tenting options, a gift shop with snacks, firewood and ice for your convenience as well as a few overnight rental options.

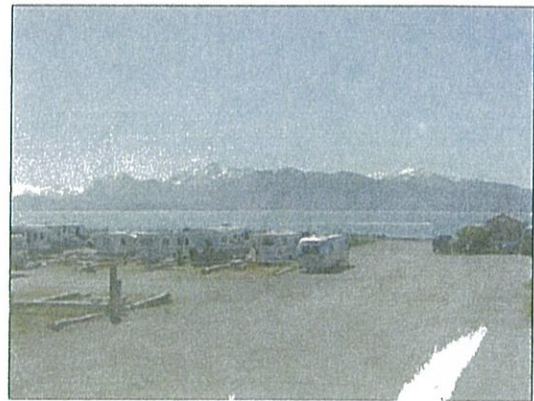
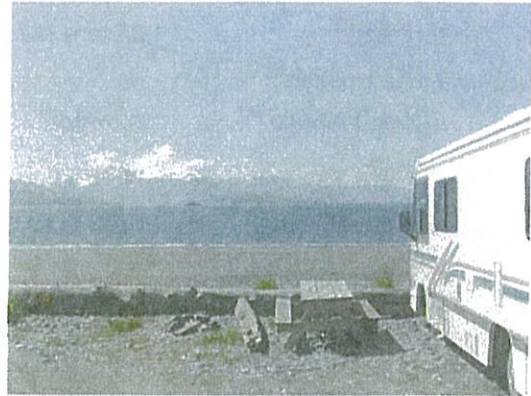
The Homer Spit Campground has very reasonable rates which include fresh water fill and dumping stations, laundry facilities, very clean restrooms, shower options, and free Wi-Fi. We are just a short walk to the shops, restaurants, charter offices, the Homer harbor and the famous Salty Dawg Saloon. We provide the rustic feel of Alaska combined with the modern amenities of today's lifestyle.

Come enjoy the sights and sounds of Kachemak Bay as we celebrate 40 years of service. The most efficient way to secure a reservation during the camping season is to call our office so we may assist you directly @ 907-235-8206. During the pre-season you may call or email us @ [homerspitcampground@gci.net](mailto:homerspitcampground@gci.net).

### [Click here for Site Map](#)

(including prices for designated sites)

Trailer Life Rating	Good
Woodall's Rating	Good
Affiliations	ACOA & ARVC
Dates Open	May 1st - Sept 15th
Number of RV Sites	122 total sites
Number of Pull-Thrus	13 sites total
Maximum RV Length	Approx. 40'
Slide-outs Accommodated	Yes
Maximum AMPs Available	30 amps available



rates:  
Tent + 1 car, \$20-\$30 night  
RV \$30-50,  
depends on location and utilities





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue

Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 10, 2016  
Subject: Impounded Campers on the Spit

I visited the Spit on May 10<sup>th</sup>. I saw one, perhaps two derelict looking campers/motor homes by Pier 1. I have asked Police Chief Robl about any removal plans the City has. I will provide an update at the meeting if I have any new information.

I suggest Commissioners keep an eye out for vehicles you think are abandoned, and either contact the City Manager's office or the Police Department. Where the vehicle is determines what the City's response will be. On City Property? In the right of way? Private land? Generally it is the police that handle these issues in rights of way and on city land. Due to very limited police resources, it can take quite a while for these issues to be addressed, but they are addressed. The most direct way to let the City know there is a problem is to call and log a complaint.



Where the Land Ends and the Sea Begins







## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue

Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

To: Parks and Recreation Advisory Commission  
From: Julie Engebretsen, Deputy City Planner  
Date: May 11, 2016  
Subject: Review and Renewal of Memorandum of Agreements

The Commission requested work toward a Recreational Use Agreement, with Little League. As staff reviewed other agreements, it was apparent that they had expired. I requested and was granted permission to work with the city attorney to have a template for all recreation agreements drawn up. Expired agreements include the Kachemak Nordic Ski Club for use of the Diamond Creek lands (city owned), and the Jack Gist Association, which includes softball and disc golf.

See attached template for a generic form that would be used for these and other rec agreements. (Little League is separate from these)

**Requested action:** review and provide comments to staff. I will work with the attorney on revising any language. Administration will then work on getting these MOU's back in place. Does the Commission want to see them before they are approved by Council?

### Karen Hornaday Park and the South Peninsula Little League

The City and the South Peninsula Softball Association have never had a formal agreement. A draft document is attached. Please review and provide comments to staff. This can also be discussed at the June meeting. I expect it will take some time to work out this agreement between Little League and the City.

**Requested action:** review and provide comments to staff on the draft agreement for Little League. I will work with the attorney on revising any language as time allows.

### Attachments

1. Recreational Use Agreement Template 4-19-16
2. Recreational Use Agreement Little League 4-22-16



Where the Land Ends and the Sea Begins



## RECREATIONAL USE AGREEMENT

RECREATIONAL USE AGREEMENT ("Agreement") dated as of \_\_\_\_\_, 201\_\_, between the CITY OF HOMER, an Alaska municipal corporation ("City"), and \_\_\_\_\_ an Alaska nonprofit corporation ("Permittee").

### RECITALS

WHEREAS, City owns certain property commonly known as \_\_\_\_\_, and described as:

and

WHEREAS,; and

WHEREAS,; and

WHEREAS,.

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 \_\_\_\_\_.

(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"):

*[must insert legal description]*, Homer Recording District, State of Alaska, as depicted on **Exhibit A**, containing \_\_\_\_\_ square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. \_\_\_\_\_;

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 \_\_\_\_\_ years, commencing on \_\_\_\_\_ 201\_\_\_\_, and ending on \_\_\_\_\_, 201\_\_\_\_ (“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:

[Insert description of Permittee's use of the Property]

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"):

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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. Permittee shall take such measures to secure the Property and prevent persons from entering or remaining upon the Property during hours of closure that the City may prescribe from time to time.

**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.

## **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: \_\_\_\_\_

**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: \_\_\_\_\_  
Mary K. Koester, City Manager

By: \_\_\_\_\_  
(name/title)

**EXHIBIT A**  
**LOCATION OF PROPERTY**  
**(Section 2.01)**

**EXHIBIT B**

**SITE PLAN**

**(Section 6.02)**

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





## RECREATIONAL USE AGREEMENT

RECREATIONAL USE AGREEMENT ("Agreement") dated as of \_\_\_\_\_, 201\_\_, 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 \_\_\_\_\_ square feet, more or less, plus the improvements thereon, including without limitation a snack shack, storage connex, and batting cage;

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 \_\_\_\_\_ years, commencing on \_\_\_\_\_ 201\_\_\_\_, and ending on \_\_\_\_\_, 201\_\_\_\_ ("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 use and maintain the Property during the months of \_\_\_\_\_ and \_\_\_\_\_ for Little League baseball games and practice. 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"):

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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.**

(a) 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.

(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) dragging the infields prior to games,
- (ii) chalking base/foul lines,
- (iii) repairing infield/outfield divots or damages,
- (iv) watering the sporting fields,
- (v.) performing minor fence repairs, and
- (vi) performing routine litter pick up and disposal on Park Property after all games and events.

(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 one to two portable toilets on the Property during each season of Permittee occupancy of the Property as funding permits. Permittee may provide additional portable toilets, generators, water holding tanks and storage units as needed at its own expense. There is currently no sewer, water or electrical service to the Property.

**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 Supervision of Property Use.**

(a) On or before each \_\_\_\_\_ 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 use its best efforts schedule the fields and other facilities giving equal opportunity to all user groups with due respect to traditional and seasonal demands of each user group. The annual schedule is subject to approval by City prior to being finalized and City shall place the final schedule on its website for public access. City may reserve dates for City sponsored event and activities. 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 supervise 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.

**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 secure the Property and prevent persons from entering or remaining upon the Property during hours of closure that the City may prescribe from time to time.

**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 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.

**6.08 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.

## 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: \_\_\_\_\_

**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: \_\_\_\_\_  
Mary K. Koester, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
(name/title)

**EXHIBIT A**  
**LOCATION OF PROPERTY**  
**(Section 2.01)**



**EXHIBIT B**

**SITE PLAN**

**(Section 6.02)**

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

**PARKS AND RECREATION ADVISORY COMMISSION ANNUAL CALENDAR**  
**FOR THE 2016 MEETING SCHEDULE**

<b><u>MEETING DATE</u></b>	<b><u>SCHEDULED EVENTS OR AGENDA ITEM</u></b>
FEBRUARY 18, 2016	STRATEGIC PLAN RE-WRITE
MARCH 18, 2016	LAND ALLOCATION PLAN REVIEW & RECOMMENDATIONS COMPLETE STRATEGIC PLAN RE-WRITE
APRIL 21, 2016	SPRING PARK &/ OR BEACH WALK THROUGH
MAY 19, 2016	
JUNE 16, 2016	INITIAL BUDGET REVIEW – WHAT DOES THE COMMISSION WANT FOR 2017? REVIEW CAPITAL IMPROVEMENT PLAN & RECOMMENDATIONS
AUGUST 18, 2016	BUDGET REVIEW & RECOMMENDATIONS STRATEGIC PLANNING
SEPTEMBER 15, 2016	FALL PARK WALK THROUGH AND BEACH WALK; ELECTIONS; SELECT KHP CLEAN UP DAY BUDGET DISCUSSION
OCTOBER 20, 2016	REVIEW AND APPROVE THE 2016 MEETING SCHEDULE
NOVEMBER 17, 2016	STRATEGIC PLAN REVIEW & PLANNING
DECEMBER 2016	NO MEETING SCHEDULED HAPPY HOLIDAYS!



**2016 HOMER CITY COUNCIL MEETINGS**  
**PARKS AND RECREATION ADVISORY COMMISSION ATTENDANCE**

It is the goal of the Commission to have a member speak regularly to the City Council at council meetings. There is a special place on the council's agenda specifically for this. After Council approves the consent agenda and any scheduled visitors it is then time for staff reports, commission reports and borough reports. That is when you would stand and be recognized by the Mayor to approach and give a brief report on what the Commission is currently addressing, projects, events, etc. **A commissioner is scheduled to speak and has a choice at which council meeting they will attend. It is only required to attend one meeting during the month that you are assigned.** However, if your schedule permits please feel free to attend both meetings. Remember you cannot be heard if you do not speak.

The following Meeting Dates for City Council for 2016 is as follows:

January 11,25 2016	<u>Commissioner Steffy</u>	<u></u>
February 8,22 2016	<u>Commissioner Brann</u>	<u></u>
March 14,29 2016	<u>Commissioner Ashmun</u>	<u></u>
April 11,25 2016	<u>Commissioner Brann</u>	<u>Commissioner Steffy</u>
May 9, 23 2016	<u>Commissioner Lowney</u>	<u></u>
June 13, 27 2016	<u></u>	<u></u>
July 25 2016	<u></u>	<u></u>
August 8, 22 2016	<u></u>	<u></u>
September 12,26 2016	<u></u>	<u></u>
October 10, 24 2016	<u></u>	<u></u>
November 28 2016	<u></u>	<u></u>
December 12, 2016	<u></u>	<u></u>

Please review and if you will be unable to make the meeting you are tentatively scheduled for please discuss.

PLEASE NOTE: When additional commissioners are appointed the proposed schedule above will reflect those added commissioners.





**PARKS AND RECREATION ADVISORY COMMISSION**  
**STRATEGIC PLAN 2016 (April)**

**MISSION STATEMENT**

The Commission is established to advocate in an advisory capacity to the City Manager and the City Council on the problems and development of parks, recreation facilities and public beaches within the City.

*STRATEGIC GOALS OF THE COMMISSION* – What is the focus for the commission?

**General Goals of the Commission**

- Advocate for obtaining open and green space
- Receive notification of future land disposals with attention to park and recreation needs
- Keep existing green space and public open space
- Preserve areas of natural beauty and access
- Receive notification of vacations of public access
- Receive annual status report on the cemetery
- Increase walkability of Homer
- Improve Public Outreach for parks, recreation and trails opportunities. Provide a quarterly point of view article in the newspaper to update the community.
- Keep existing staffing levels for Parks Maintenance (FTE in 2016 \_\_\_\_).
- Increase Community Rec staffing by .25 FTE over the 2015 budget.

*STRATEGIC OBJECTIVES OF THE COMMISSION* – Must have achievable results, an action statement.

**1-2 Year Projects**

- Develop a Kayak Launch for the Water Trail @ the Pier 1 lot, and picnic shelter. When the shelter is completed this project will be complete.
- Diamond Creek Recreational Improvement Plan –
  - o Next Steps, Trails improvements, Trail head parking lot (*Rogers Loop land acquisition*)
- Work with community groups to plan and build Woodard Creek Trail
- Continue work on Karen Hornaday park drainage, the parking lot, and master plan implementation. Immediate goal of identifying small projects in concert with the master plan. Drainage issues behind the ballfields are an immediate goal.
- Increase the city budget for parks and recreation. Increase reserve savings and add 0.5 FTE.
- Improve pedestrian access to Mariner Park from the Homer Spit Road and the bike path
- Explore what should be done with the HERC building, after the fall 2016 ballot measure for the Public Safety Building.
- Complete park user agreements with user groups (staff)
- Investigate Endowment funding
- Investigate requiring parks within new subdivisions
- Organize parking at Coal Point Park in conjunction with leases, install interpretive signage (work with Scott at Pratt)

### **3+ Year Projects**

- Advocate for a Parks and Recreation Department, and funding a department
- Consolidate recreation and culture leadership; reduce the number of volunteer boards
- Support efforts for a multi-use recreational facility
- Increase programming for seniors, therapeutic and adaptive users
- Mariner Park Site Improvements – Level parking area, delineation of day use area and camping area, define and improve campsites and relocate kiosk, increase number of spaces and revenues *(place on June Agenda for August budget recommendations)*
- Keep greenspace on the Spit

### **BEGIN MARCH REVIEW FROM THIS POINT:**

#### *ACTIONS OF THE COMMISSION –Who will do what, when and how?*

- Have quarterly reports in the newspaper.
- Have a committee go to City Council with recommendations, action plan and time frame.
- Every time there is a memo from the Commission to City Council a Commissioner should go to the meeting and speak about it.
- A commissioner should attend every council meeting to speak with council and keep them informed about what they are working on.
- Provide comments during Comments of the Commission if Commissioners are involved in outside organizations that involve a concern of the Commission.
- When visiting clerk's office, grab the minutes of other groups. Attend an upcoming meeting if items of P&R interest are being discussed. (Or subscribe to email updates on the City website).
- Network with other committees and commissions, in city and outside of city limits

#### *SHARED ACTIONS STAFF/COMMISSION*

- Focus and monitor the HNMTTP implementation

## SPRING IS IN THE AIR

We've had our April showers and now we are starting to enjoy our May flowers. The birds are showing up, lawns are being mowed, we can feel the energy. This is where you come in; do you know that the City of Homer has an Adopt-a-Park program? We, the Homer Parks and Recreation Advisory Commission members want to help spread the word to you, your friends, neighbors, and the numerous organizations about town. Resolution 11-052 Establishing the Adopt-a-Park program was adopted May 24, 2011. This resolution came about because of a request by citizens of Homer wanting to be involved in the care of our parks and trails.

The second "Whereas" in the resolution reads: "WHEREAS, THE CITY COUNCIL DESIRES TO PROVIDE VOLUNTEER OPPORTUNITIES FOR LOCAL CITIZENS TO PARTICIPATE IN THE CARE AND MAINTENANCE OF THE CITY'S PARKS AND TRAILS." To read the full resolution and the other "WHEREAS" statements go to the City of Homer website, [cityofhomer-ak.gov](http://cityofhomer-ak.gov).

There you have it, volunteer opportunities in the care and maintenance of our parks and trails. The Parks and Recreation Advisory Commission members are asking you and your favorite organization to consider adopting one of Homer's 17 parks, one of the many trails about town, or perhaps your favorite beach. A park, especially the larger ones like Karen Hornaday Park or Jack Gist Park can use more than one adoptee.

Since May, 2011, two groups have adopted parks, the Homer-Kachemak Bay Rotary Club adopted Ben Walters Park. Projects have included painting the bathrooms, clearing underbrush, straightening posts and the small kiosk, spreading gravel on the trail, building benches, purchasing a bench for the floating dock, picking up litter, improving the accessible parking spots and doing general maintenance. Church on the Rock has adopted Karen Hornaday Park and campground where they did lots of much needed painting. They previously adopted Bishop's Beach doing general cleanup work and building picnic tables.

There are other groups that do help out and contribute such as "Best Beginnings" at Bayview Park where they have had work parties and fundraising events in order to make improvements. HoWL has done huge cleanup projects, as have numerous individuals, but we need more official Adoptions of our Parks, Trails, Beaches to demonstrate each and every one is loved and cared for.

The process is easy, contact Angie Otteson at Public Works, 235-3170, (she is great to work with!), discuss what park, trail, beach you are interested in, what the needs are and how you can help out. Your commitment can be as simple as volunteering a few hours or a bit more complex where a group organizes and participates in work parties. Angie will help you figure out what best suits the current needs and the energy level of the folks wanting to be involved.

For a list of the City Parks and Trails, go to the City website, [cityofhomer-ak.gov](http://cityofhomer-ak.gov) or call the City of Homer.

Thanks you for your interest and energy.

Sincerely,

Dave Brann, Vice Chair, Parks and Recreation Advisory Commission

Commissioners: Matt Steffy, Chair; Deb Lowney, Dixie Hart, Robert Archibald,

Peter Roedl, Louise Ashmun.



City of Homer  
Parks & Recreation

ADOPT  
-A-  
PARK

Thank You!

