



City of Palmer
Parks & Recreation Advisory Board
April 4, 2024



**PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING
APRIL 4, 2024, 6 P.M.
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.palmerak.org**



CHAIR Ryan Richard
VICE CHAIR Richell Carmichael
BOARD MEMBER Marilyn Bennett
BOARD MEMBER Sarah Tudor
BOARD MEMBER Joseph Parreira
BOARD MEMBER Jerad Anderson
BOARD MEMBER Johana McMahan

AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Minutes of Previous Meetings
 - 1. January 4, 2024
- F. Reports
 - Adam Bradway – Alaska Department of Transportation & Public Facilities
- G. Audience Participation
- H. Unfinished Business
 - 1. Committee of the Whole: Update and discussion of IM 24-001 Veterans and First Responders Walk (Note: Action may be taken by the Board following the committee of the whole)
 - 2. Committee of the Whole: Update and discussion of IM 24-002 Park Board Priorities for 2024 (Note: Action may be taken by the Board following the committee of the whole)
- I. New Business
- J. Board Member Comments
- K. Adjournment



Minutes

**PARKS & RECREATION ADVISORY BOARD
CITY OF PALMER, ALASKA**

**REGULAR MEETING
THURSDAY, JANUARY 4, 2024
6:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The Regular Meeting of the City of Palmer Parks & Recreation Advisory Board was called to order by Chair Richard at 6:02 p.m.

B. ROLL CALL:

Present and constituting a quorum were Board Members:

Ryan Richard, Chair	Richell Carmichael, Vice Chair
Sarah Tudor via Zoom	Johana McMahan via Zoom
Jerad Anderson	

Absence(s): Marilyn Bennett and Joseph Parreira (excused by Board confirmation)

Also present were:

Bret Chisholm, Parks and Facilities Manager
Brad Hanson, Community Development Director

C. PLEDGE OF ALLEGIANCE: The Pledge was performed.

D. ORGANIZATION OF THE BOARD:

1. Election of Chair:

Following nomination:

Main Motion: To elect Board Member **Ryan Richard** to serve as Chair for the ensuing term.

Moved by:	Tudor
Seconded by:	Carmichael
Vote:	Unanimous
Action:	Motion Carried

2. Election of Vice Chair:

Following nomination:

Main Motion: To elect Board Member **Richell Carmichael** to serve as Vice Chair for the ensuing term.

Moved by:	Richard
Seconded by:	McMahan
Vote:	Unanimous
Action:	Motion Carried

E. APPROVAL OF AGENDA: The agenda was approved as presented without objection by all members present.

F. MINUTES OF PREVIOUS MEETING: None.

G. REPORTS:

1. Library Update – Director Hanson reported:
 - Reviewed the current scope of work with Wolf Architecture who is designing and determining the feasibility of repair, reconstruct, and expansion options.
 - Emphasized the need for a new library that is affordable, adaptable, and expandable with potential meeting rooms to meet future needs of the community and oriented to maximize views and natural light.
 - Next step is to conduct environmental survey for hazardous materials for removing the building.
 - Discussion of the project’s timeline with an estimated completion date of January 2026.
2. Budget Update for Parks & Recreation Service – Director Hanson updated Board on operation and capital expenditures for Parks and Recreation Facilities.
 - MTA Events Center is expecting the arrival of an electric Zamboni and automatic ice shaver.
 - Flooring project in the MTA Events Center is in its final phase.
 - The department carried over funds from the previous year for golf course improvements, with plans for a new snack shack and a better patio for events.

H. AUDIENCE PARTICIPATION: None.

I. UNFINISHED BUSINESS:

1. Committee of the Whole: Update and discussion of IM 24-001 Veterans and First Responders Walk (Note: Action may be taken by the Board following the committee of the whole).

Main Motion: To enter Committee of the Whole for discussion on IM 24-001.

Moved by:	Carmichael
Seconded by:	McMahan
Vote:	Unanimous
Action:	Motion Carried

[The Board entered Committee of the Whole at 6:58 p.m.; exited at 7:50 p.m.]

Committee of the Whole topics included:

- Director Hanson presented a power point presentation on results from Stantec.
- Directed staff to develop a resolution to bring to the next meeting outlining preferred location and design in support of the clock tower monument honoring Veterans, First Responders and the community.
- Prioritized site location from presentation to include C, B and A, but agreed on C and B as preferred locations.
- Discussed the possibility of incorporating the new structure into the library’s redesign.
- Discussed conceptual design with the free-standing steel structure as a preferred alternative.

- Agreed to meet mid-February to discuss the resolution for the clock tower monument.

J. NEW BUSINESS:

1. Committee of the Whole: Update and discussion of IM 24-002 Park Board Priorities for 2024 (Note: Action may be taken by the Board following the committee of the whole).
[The Board continued in the Committee of the Whole]

Committee of the Whole topics included:

- Director Hanson encouraged Board members to visit the parks and facilities to determine future needs for operation and capital.
- Presented goals and objectives from 2011 Parks plan.
- Board member Anderson spoke about a priority regarding the lack of continuity between the parking lot of the skate park and the rail trail when trying to cross the street.
- Director Hanson will invite Adam Bradway from the Department of Transportation to attend the April meeting.

There being no additional comments, Chair Richard declared exit of Committee of the Whole at 7:50 p.m.

K. BOARD MEMBER COMMENTS:

Board Member Tudor:

- Commented she looks forward to seeing everyone in person at the next meeting.

Board Member McMahan:

- Thanked Director Hanson for the work.

Vice Chair Carmichael:

- Commented it was a good meeting.

L. ADJOURNMENT:

There being no further business, the meeting adjourned at 7:52 p.m. without objection.

APPROVED BY the Parks & Recreation Advisory Board this ____ day of _____, 2024.

Ryan Richard, Chair

Brad Hanson, Director of Community Development



Reports



**CITY OF PALMER
PARKS AND RECREATION ADVISORY BOARD
INFORMATION MEMORANDUM 24-003**

SUBJECT: Discussion with Adam Bradway AKDOT&PF

AGENDA OF: April 4, 2024

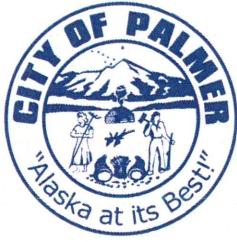
ACTION: Review, Discuss and Make recommendation to Trail Connectivity in Palmer

ATTACHMENTS:

Summary: The Parks & Recreational Advisory Board offers recommendations on the management, marketing, operations and maintenance of all city parks and facilities including the golf course. Adam Bradway is presenting information on AKDOT&PF plans for improvement priorities they have for trails in the Greater Palmer Area. Please bring your ideas and thoughts on connecting the Glenn Highway Bike path with the Butte Bike path as well as extension of the Shane Woods Memorial Trail.



Unfinished Business



**CITY OF PALMER
PARKS & RECREATION ADVISORY BOARD
INFORMATION MEMORANDUM 24-001
Substituted for 23-003**

SUBJECT: Veterans & First Responder Memorial Update

AGENDA OF: February 4, 2024
January 4, 2024
October 6, 2023
July 6, 2023
April 6, 2023
July 7, 2022
January 13, 2022

ACTION: Review and Discuss Palmer Veterans & First Responder Memorial

ATTACHMENTS: Parks & Recreational Advisory Board

Summary: **April Update**

Included in the packet is a sample resolution. Areas that are left incomplete the board should formally adopt your position related to the item. Additionally, include is the foundation for a presentation to council at our Joint meeting this spring. (No firm date has been established by the Mayor or City Clerk). The Board is encouraged to make any modifications to the resolution or presentation that you feel are important.

January Update

Concept plans have been developed from our previous discussions. The presentation is similar to our previous one. I prepared it this way so it can be updated and then presented to city council. Please be prepared to discuss the direction.

October Update

Stantec has been selected to provide professional assistance to develop a concept for a Veterans and First Responder Memorial. A power point presentation will be used as a tool to answer important questions regarding the development of a final project. Please review the power point and develop talking points concerning questions that need to be answered to finalize a concept.

July update

The City Council passed Resolution No: 23-018: the Palmer City Council Supporting the Palmer Parks & Recreational Advisory Board and Funding a Concept Development Plan for a Veterans/First Responders Memorial Wall. They appropriated \$5000 as requested.

The Board needs to formally discuss a vision statement, location, design concepts, developing a scope of work for a landscape architect to prepare schematic designs that would allow for public presentations. If an alternative to Veterans home can be identified it needs to communicate with the city council.

Tasks included in a Scope of Work for a landscape architect should include:

- Creation of an Existing Conditions (base map) plan that shows the limits of the project, utilities, and existing features and elements on the site.
- Program Development that lists and prioritizes the need and wishes for this project.
- Creation of a Preliminary Drainage Plan identifying sheet flow (surface water) and stormwater collection areas
- Development of Preliminary Public Involvement Plan identifying activities, dates, and interest groups to provide input and feedback.
- Development of an Opportunities and Constraints Plan (O&C) showing physical and legal constraints, on-site and off-site connections, issues, and conflicts, along with potential development opportunities.
- Development of a Schematic Plan showing potential locations for prioritized uses, approximate size areas, and connectivity.
- Creation of two (2) hand-drawn Preliminary Concept Plans that will be used to gather feedback.
- Using feedback as direction, creation of the Final Concept Plan.

City manager placed on the City of Palmer's Capital Improvement list for the Memorial Wall of \$2,000,000.

April 2023 update

The City Council has agreed to meet and have a joint meeting with the Parks and Recreational Advisory Board. Please review the resolution passed supporting Veterans and First Responder Memorial Wall in preparation of the meeting.

PALMER PARKS & RECREATIONAL ADVISORY BOARD

RESOLUTION NO. 24-001

A RESOLUTION OF THE PALMER PARKS & RECREATIONAL ADVISORY BOARD ENCOURAGING THE PALMER CITY COUNCIL TO FUND A DEVELOPMENT FOR A MEMORIAL CLOCK TOWER

WHEREAS, the purpose of the city of Palmer Parks & Recreational Advisory Board is to develop, support, and advise the city council on all matters pertaining to city parks, recreation and cultural programs and projects; and

WHEREAS, the Parks & Recreational Advisory Board has discussed the need for recognition of Veterans, First Responders, and Volunteers in the City of Palmer?; and

WHEREAS, men and women who serve as Veterans/First Responders have gone to extraordinary steps to ensure our communities are safe and secure; and,

WHEREAS, Palmer has invested heavily in infrastructure, including the Community Center (Depot), MTA Events Center, Visitor Information Center, Palmer Airport, parks, bike paths, pedestrian access and downtown beautification projects; and,

WHEREAS, the Parks & Recreational Advisory Board has prioritized site locations to be Mid-Quad, Southeast corner of New Library Site and Railroad Right-of-Way across from the Police Station; and

WHEREAS, the Parks and Recreational Advisory Board prefers a free-standing steel structure that can be lit and placards mounted representing recognized memorials; and,

WHEREAS, the preferred location is _____, providing the highest visibility and functionality for users; and

WHEREAS, the preferred height is _____

WHEREAS, while the City has memorial sites, a comprehensive visually appealing and convenient memorial is desired by Parks & Recreational Advisory Board Members; and,

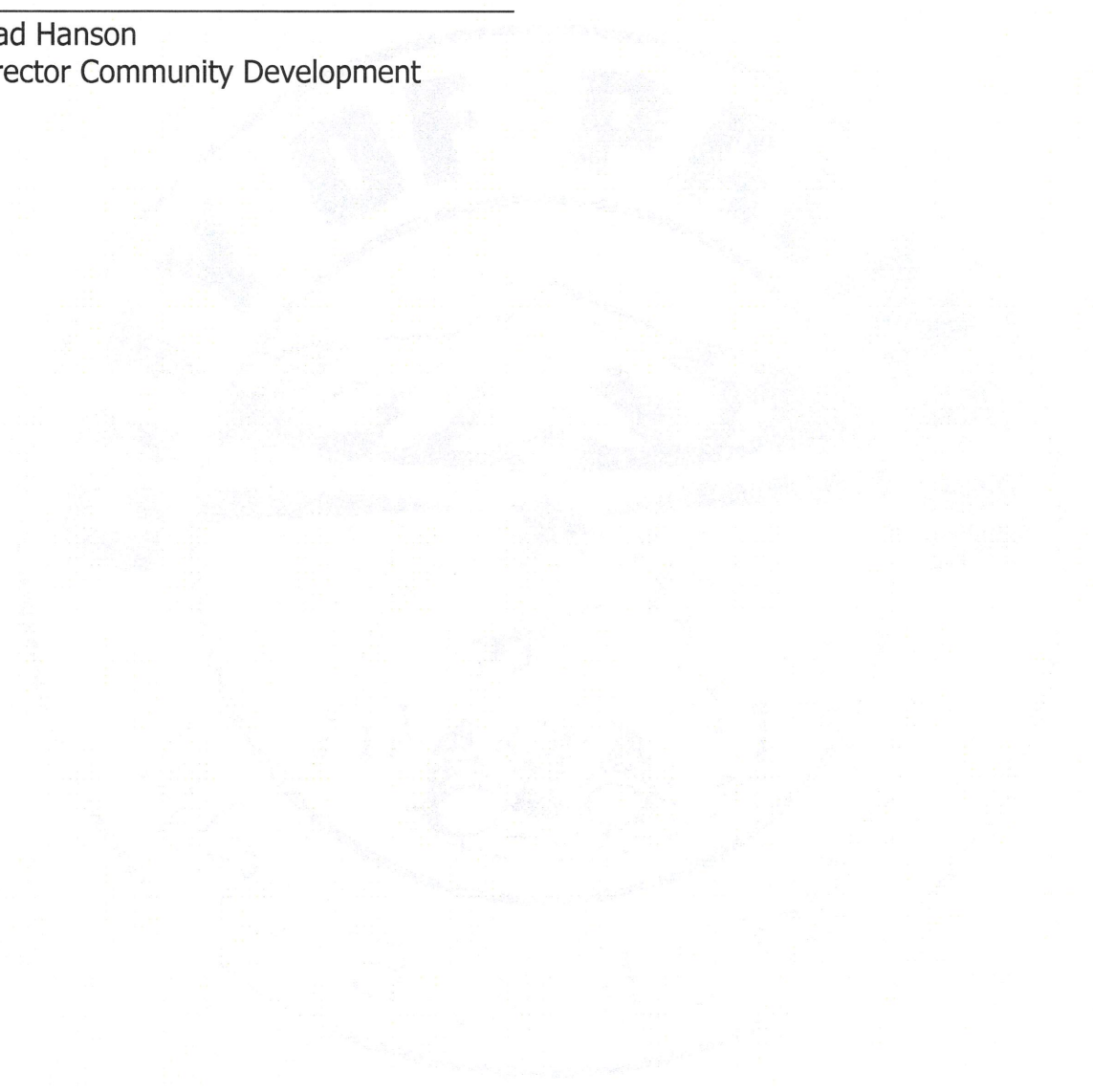
WHEREAS, **Any other proposals.**

NOW, THEREFORE, BE IT RESOLVED that the City of Palmer Parks & Recreational Advisory Board requests the Palmer City Council prioritize the constructing of a Memorial Clock to honor _____.

ADOPTED by the City of Palmer Parks & Recreational Advisory Board this 7th day of March 2024.

Ryan Richard, Chairman

Brad Hanson
Director Community Development





Veterans and First Responders Memorial

"Standing tall and unwavering, our Clock Tower Memorial serves as a timeless tribute to the valor and selflessness of veterans, first responders, and community. With each resounding chime, we honor their sacrifice, dedication, and unyielding commitment to safeguarding our freedom and well-being. This monumental timepiece stands as a beacon of gratitude, a symbol of unity, and a reminder of the enduring spirit that binds us together as a community. As the hands of time move forward, may this memorial forever remind us to cherish and uphold the values for which these heroes gave their all."



What is our clock tower and what does it symbolize?

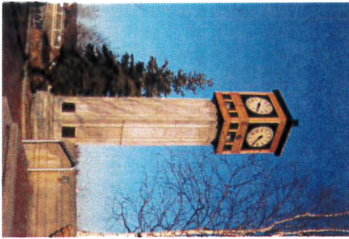
Memorial clock towers are architectural structures designed to serve as enduring monuments that pay tribute to various individuals, groups, or events of historical significance. These clock towers often combine the functionality of a clock with a commemorative purpose, serving as a constant reminder of the past while also providing a practical function for the present community. Here are some key points to consider when discussing memorial clock towers:

- **Symbolic Significance:** Memorial clock towers symbolize the passage of time and the lasting impact of the individuals or events they commemorate. They stand as testaments to the enduring nature of memory.
- **Commemorating Heroes:** Many memorial clock towers are dedicated to honoring veterans, first responders, and community members who have made significant sacrifices for their communities or countries. These structures remind us of their bravery, service, and dedication.
- **Community Gathering Spaces:** Memorial clock towers often serve as focal points for community gatherings, events, and ceremonies. They provide a sense of unity and a space for people to come together to remember and reflect.
- **Architectural Beauty:** These structures are often designed with architectural beauty in mind, featuring intricate designs, impressive facades, and sometimes carvings or inscriptions that further convey the historical and emotional significance of the memorial.
- **Preservation of History:** Memorial clock towers help preserve local and national history by keeping the memory of significant individuals or events alive for future generations. They ensure that the sacrifices and contributions of those being honored are never forgotten.
- **Educational Value:** These monuments can also serve as educational tools, allowing visitors to learn about the history and context of the memorialized individuals or events through plaques, interpretive displays, or nearby museums.
- **Civic Pride:** Memorial clock towers often evoke a sense of civic pride and community identity. They symbolize shared values, heritage, and the strength of a community's collective spirit.
- **Functional Timekeeping:** In addition to their commemorative purpose, memorial clock towers continue to serve practical functions by keeping time for the surrounding area, offering a dual purpose that benefits the community.

Overall, memorial clock towers are powerful symbols that unite communities and ensure that the legacy of those they honor lives on, providing a timeless reminder of the past while remaining relevant to the present.



Precedents



**Riverside Park,
Fairbanks, AK**

Base has seating
Concrete structure
Large Plaza
Along river
33'



Unknown Location

Painted metal structure
Metal ornament detail
Landscaping around tower and
seating.



**Town Square,
Vancouver, WA**

Closed Base
Seating adjacent
Large plaza
Bells
Clocks
Hip shape roof
69"



**Central Piedmont
Community College, NC**

Illuminated clock
face, sconces, and panels
Able to walk through the tower /
over a path
Simple design
Different materials
48'



**Town Square,
Ofallon, MO**

Open Base
Monument underneath
Bell
Clocks
Dome shaped roof
External Lighting
No Seating
30'

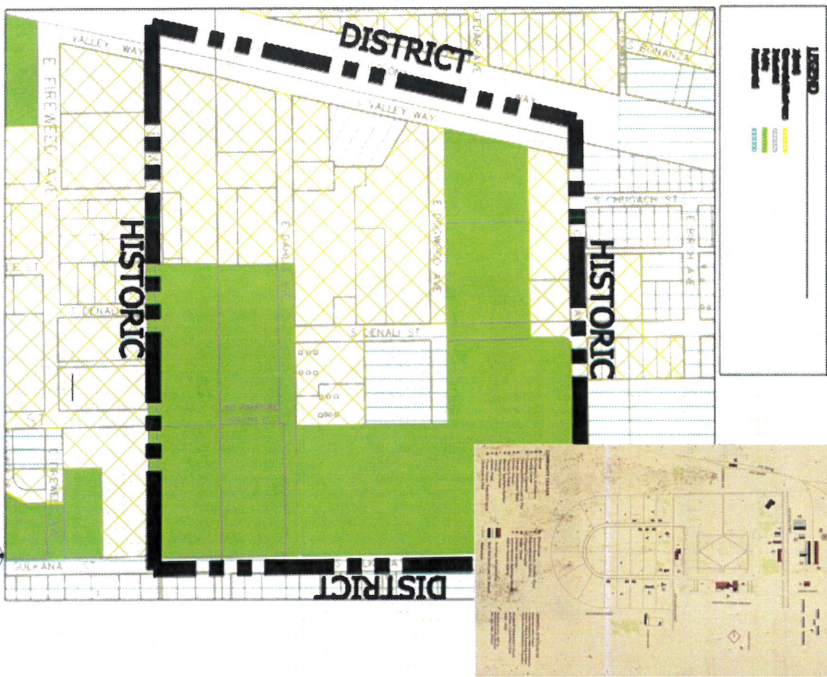


Context



Monuments Nearby within the Matanuska Colony Historic District:

- Matanuska Colonist Statue (family)
- Wasilla Sister City Tree (1989)
- Colony Family Recognition Plaques (1985 50th Anniversary)
- St. Mihiel Tribute Bell
- Matanuska-Susitna Borough Administration Building (Central School)
- Train Depot
- Palmer Water Tower
- Palmer Historical Society- Interpretive panels along paths
- Flag poles (4) / Benches Commemorating Colonists
- Home State Origin
- Train Engine #5 – Depot Plaza



Palmer Historic District Map

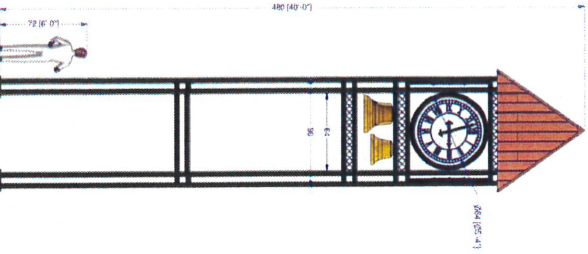




Preferences

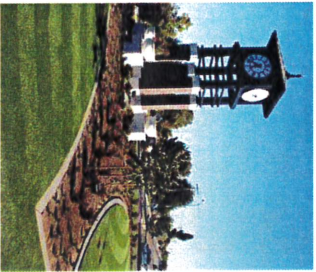


PALMERA Alaska



Height

Water Tower is 95
DSJ is 40?



Base

Walk underneath?
Seating?
Landscaping?



Middle

Open
solid



Top

roof

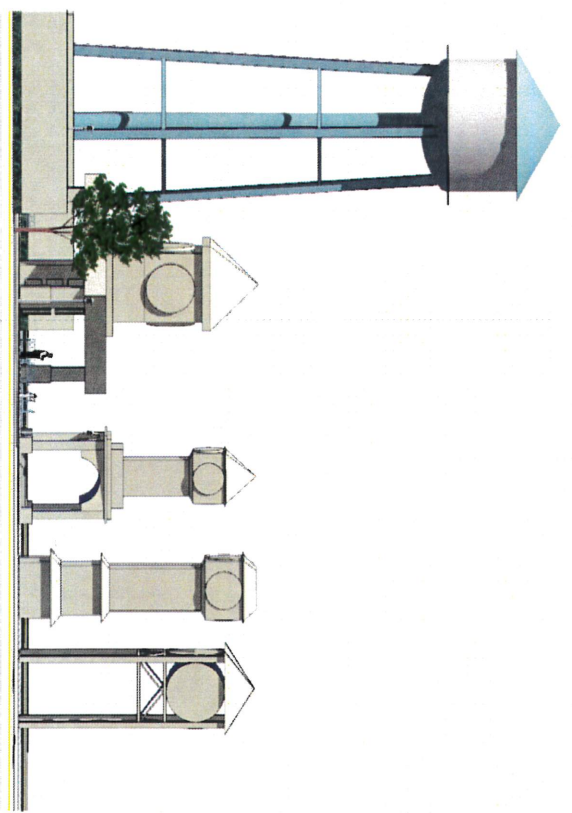


Materials

Steel framing / sheets
Wood framing / cladding



Height at 45' Relative to Water Tower Clock Tower Examples





**CITY OF PALMER
PARKS AND RECREATION ADVISORY BOARD
INFORMATION MEMORANDUM 24-002**

- SUBJECT:** Parks and Recreation Advisory Board Priorities for 2024
- AGENDA OF:** April 4, 2024
January 4, 2024
- ACTION:** Review, Discuss and Make recommendation to Park and Facilities Operations
- ATTACHMENTS:** Park locations in Palmer
Goals and Strategies in 2012 City of Palmer Parks Plan
Generic User Agreement
- Summary:** The Parks & Recreational Advisory Board offers recommendations on the management, marketing, operations and maintenance of all city parks and facilities including the golf course. Included in the packet are relevant pages from the 2012 Parks Plan. Please be prepared to provide insight into any of the operations of the Community Development Parks and Recreation department.

April Update

At the January PRAB Meeting, you were asked to determine if there are any park improvement priorities the board would like to see the Parks Crew focus their efforts on for 2024, including operations, User agreements and maintenance. Please be prepared to discuss items of interest. I will provide a generic copy of Park User Agreement for you to review.

2023 Active User Agreements

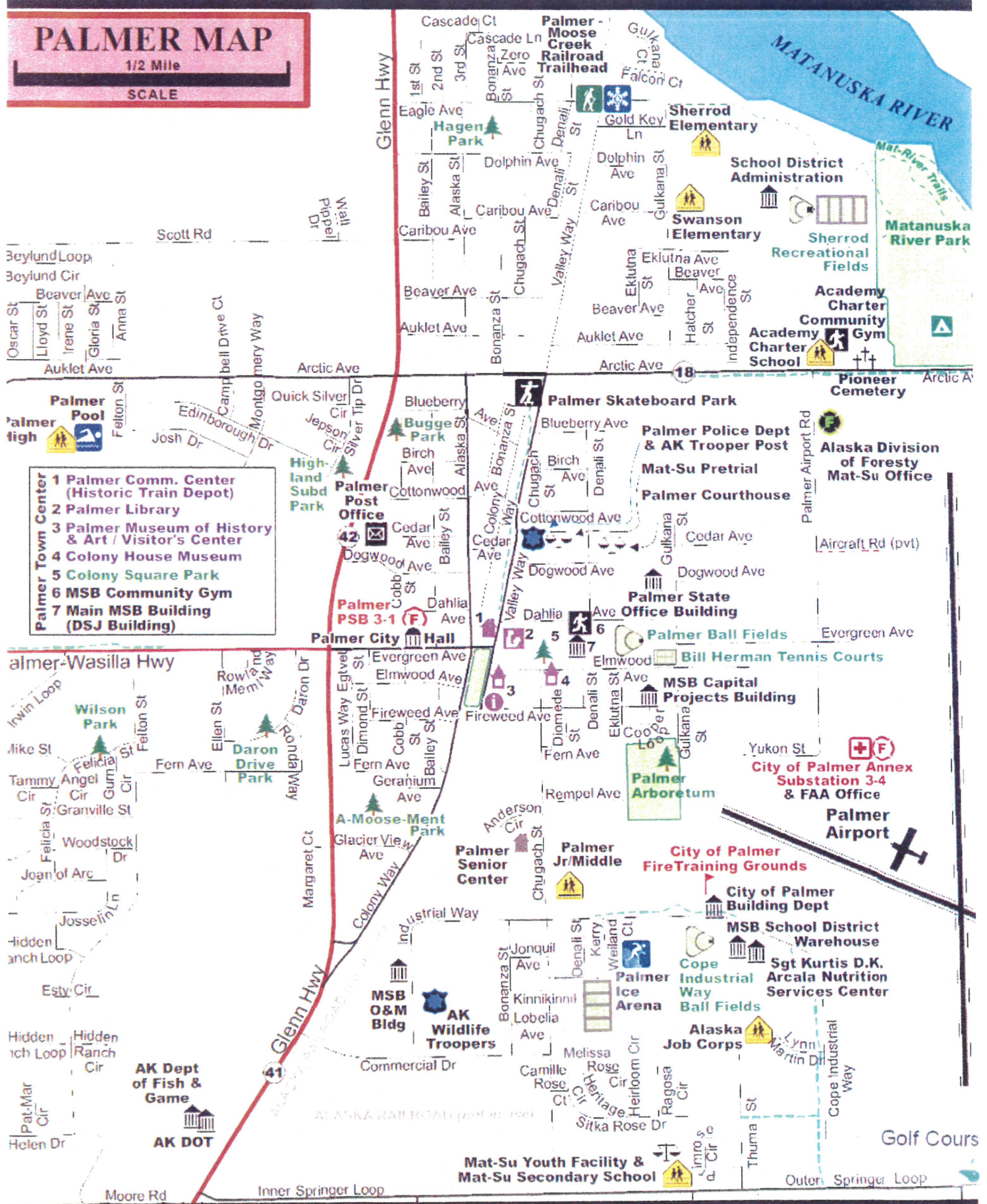
User

Bill Hermann Tennis Courts	MSSD
Baseball Fields	Palmer Little League
Sherrod Soccer Fields	Palmer Soccer Club
Arcala/Berberich Memorial Soccer Fields	Crossfire Alaska

PALMER MAP

1/2 Mile

SCALE



- Palmer Town Center**
- 1 Palmer Comm. Center (Historic Train Depot)
 - 2 Palmer Library
 - 3 Palmer Museum of History & Art / Visitor's Center
 - 4 Colony House Museum
 - 5 Colony Square Park
 - 6 MSB Community Gym
 - 7 Main MSB Building (DSJ Building)

Mat-Su Youth Facility & Mat-Su Secondary School

Golf Courses

Outer Springer Loop

Moore Rd

Inner Springer Loop

Thuma St

Lynn Martin Dr

Ragosa Cir

Heirloom Cir

Melissa Cir

Camille Rose Cir

Sitka Rose Dr

Kinnikinnil Ave

Bonanza St

Jonquil Ave

Denali St

Kerry Weiland Ct

Palmer Ice Arena

Palmer Jr/Middle

Anderson Cir

Palmer Senior Center

Chugach St

Palmer Arboretum

Palmer State Office Building

Palmer Ball Fields

Palmer Police Dept & AK Trooper Post

Palmer Skateboard Park

Palmer Post Office

Palmer City Hall

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse

Palmer Courthouse



















Palmer Courthouse

Palmer Courthouse



Palmer Courthouse

Palmer Courthouse





Recreational Facilities

-  Ball Fields
-  Campground
-  Chalet
-  Dog Mushing Area
-  Disk Golf
-  Equestrian
-  Golf Course
-  Gymnasium
-  Ice Arena
-  Park
-  Pool
-  Skateboarding Park
-  Shooting Range
-  Soccer Fields
-  Tennis Courts
-  Trailhead (Summer)
-  Trailhead (Winter)
-  Viewpoint

Boundaries

-  City Boundary
-  Park, Recreational or Refuge Boundary

Waterbody Access

-  Developed Boat Launch
-  Undeveloped Boat Launch
-  Public Access (No Launch)
-  Public Access via Trail

Roads, Rails, & Trails

-  Divided Highway
-  Highway
-  Major Road
-  Medium Road
-  Minor Road
-  Primitive Road
-  Private Road
-  Milepost Marker
-  AK Railroad
-  Non-Motorized Paved Pathway
-  Recreational Trail
-  Recreational Winter Trail



1.3 COMMUNITY VALUES MODEL

The Consultant Team synthesized findings from the comprehensive public input process to develop a framework for guiding the development of recommendations and strategies for the City of Palmer. The *Community Values Model* features recommended strategies that are aligned with five major categories of best practices: Community Mandates, Standards, Program/Services, Business Practices, and Community Outreach and Partnerships.

This strategy matrix is a building block for recommendations in the final master plan process, and represents the prevailing messages the consultant team and staff collected from stakeholder and public input. The Community Values Model should be evaluated and refined by the political and economic circumstances the City operates in, and used to validate the vision and mission of the parks and recreation function within the City of Palmer.

Community Value 1: Community Mandates	
Maintain and enhance parks, trails and recreational facilities to promote community interaction, healthy lifestyles and safety.	
Strategy	Care for and enhance the quality of current park sites, facilities, and amenities of the City of Palmer Parks and Recreation System.
Strategy	Provide parks, trails and recreational facilities that reflect the ability to serve a diverse public.
Strategy	Upgrade parks, trails and recreational facilities to address management challenges and to meet the needs of current users.
Strategy	Continue to enhance safety and security in parks, trails and recreational facilities that encourages positive use of community amenities.
Strategy	Pursue responsible new improvements of the parks, trails and recreational facilities in areas of the greatest growth and unmet needs.
Strategy	Leverage a variety of resources to support capital and operational needs of the City of Palmer Parks and Recreation System.

Community Value 2: Standards	
Update and utilize standards for acquisition, development, design, operations, and maintenance of parks, trails and recreational facilities.	
Strategy	Utilize consistent standards for acquisition of new park lands, trails, or park amenities.
Strategy	Utilize consistent design standards in park and facility development for landscaping, amenities, and infrastructure.
Strategy	Establish standards and parameters for partnerships within both the public and private sectors to augment the capital and operational resources of the City.
Strategy	Enhance communications in marketing and promotions of City parks, trails and recreational facilities to improve community awareness of programs, services, and facilities, as well as to diversify usage of amenities and expand public feedback opportunities.
Strategy	Maintain consistent and updated standards for asset and amenity management in order to maximize and expand their useful lifespan.
Strategy	Maintain local, state, and national recognition as a best practices organization.
Strategy	Maintain compliance with all existing and applicable laws and regulations.

Community Value 3: Programs and Services	
Provide balance and consistency in delivery of programs and services by meeting the needs of the diverse residents of the City of Palmer.	
Strategy	Enhance support of recreational program and service providers that utilize City parks and recreational sites and facilities to sustain and potentially expand community participation.
Strategy	Establish a regional trails collaboration program that can advance the pursuit of trails that connect communities within the Matanuska-Susitna Borough.
Strategy	Develop an interpretive signage program that appropriately interprets the significance of the natural, cultural and historic resources of parks and landscapes within the City of Palmer.

Community Value 4: Business Practices	
Manage parks, trails and recreational facilities and programs that support the financial goals and policies of the City of Palmer.	
Strategy	Establish alternative funding policies and procedures that support capital and operating expenses.
Strategy	Maximize the capability of new and existing technology to enhance business practices.
Strategy	Develop a comprehensive cost recovery plan for programs, services, and facilities that appropriately balances public funding support with earned revenues, and that balances affordability and entrepreneurialism in the programs and services of the City.

Community Value 5: Community Outreach and Partnerships	
Maximize resources through mutually acceptable partnerships that leverage parks, trails, and recreational facility development and program opportunities.	
Strategy	Develop a formalized on-going community outreach strategy to expand awareness of parks and recreation services offered to the community
Strategy	Develop a sustainable partnership with an established non-profit organization to leverage private sector funding to support select capital projects and programs.
Strategy	Review and update terms of agreements with existing partners utilizing City of Palmer parks and facilities for public or private events.
Strategy	Play an active role in the network of park, trail, and recreational services and opportunities available to residents, organizations and businesses in Palmer and the Matanuska-Susitna Borough.

Photo opposite page: Shane Woods Memorial Trail near Palmer Skateboard Park



City of Palmer
BILL HERMANN TENNIS COURTS

NON-EXCLUSIVE USE PERMIT

This use permit (hereinafter called "Agreement") is made and entered into on _____, 201__ by and between the City of Palmer (hereinafter called "City") and the [_____], hereinafter called "USER".

WHEREAS, by Ordinance 02-098 (AM) the Matanuska-Susitna Borough delegated Parks and Recreation powers to the City of Palmer for certain real property (hereinafter called "Park Location"), identified as Tax Parcel B-25 in Section 4, Township 17 North, Range 2 East, Seward Meridian, Palmer Recording District, Third Judicial District, and the (Group) courts pursuant to the terms and conditions of this Agreement, and subject to valid existing rights.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the City and USER agree as follows:

Section 1. Description of facility.

City does hereby agree to permit USER to use the facilities known as the "Bill Hermann Tennis Courts" which encompasses the above real property and all improvements including, and limited to, two tennis courts. The tennis courts include the area within the fencing.

Section 2. Term.

This Agreement shall be effective for a period of one (1) year and renewable to subsequent one (1) year terms pending approval of both parties (hereinafter called "Term of Use") agreed upon by both the City and the USER.

Section 3. Purpose.

This Agreement describes the USER's use of and responsibilities for the tennis courts for public recreation during the Term of Use.

- A. The USER shall satisfy all requirements described as Scope of Work for tennis courts (Attachment B).
- B. USER shall be responsible for all activities and details necessary to host safe, high quality recreation.
- C. USER is responsible for all vandalism during their Term of Use. Vandalism shall be immediately reported to the City. USER shall immediately undertake safety measures and repairs. USER shall be liable for all damage and repair costs.
- D. USER's use of the tennis courts shall not be for profit. Any revenue generated as a result of the use of the courts shall be used toward the maintenance, operation and approved improvements of the tennis courts.
- E. User shall not name or memorialize court or permanent fixtures without express written agreement of the City.

Section 4. Payment for Utilities and Other Services.

USER shall pay for rental fees and servicing for any portable toilets, including installation and removal; water and electrical connection and service fees, if any; and all maintenance and other costs for operating the tennis courts during the Term of Use.

Trash is to be bagged daily and placed in appropriate canisters. The City will remove the trash at no additional cost to USER. Trash pickup areas include the tennis courts (daily) and the parking areas (after scheduled events).

Section 5. Plan.

USER shall make no improvements or alterations to the tennis courts without first submitting a site plan and description to City of Palmer Community Development for approval. Routine care of the courts is not considered an improvement in the context of this paragraph.

Section 6. Annual Reporting.

USER shall submit proof of Comprehensive (Commercial) General Liability Insurance to the CITY prior to May 1 of each year of User Agreement.

USER shall submit to the City a completed Season Court Schedule (Attachment A) prior to May 1 of each year of User Agreement.

USER shall submit to the City a completed Season Activity Report (Attachment C) on or before October 15 of each year of the term of this Agreement.

Section 7. Use and Operation.

Use of the tennis courts for playing tennis shall provide for the maximum availability of the facilities to the public. USER is responsible for game and practice scheduling during the Term of Use and may set reasonable fees or dues, subject to City approval, to cover costs of such use.

Section 8. Waste.

USER, its employees, subcontractors, or anyone directly or indirectly employed by them, shall not commit waste on or injury to the tennis courts or improvements thereon or allow third parties to commit such waste or injury.

Section 9. Rights-of-way.

Authority to issue easements and rights-of-way will be retained by the City.

Section 10. Ownership of Improvements of Termination.

At the termination of this Agreement, all improvements to the tennis courts shall, without compensation to USER, become the property of the City.

This includes: Nets, any maintenance equipment, and City provided Shed.

Section 11. Assignment or Delegation of Duties.

USER may not assign any interest in this Agreement to any person, delegate any duties under this Agreement, nor enter into any contracts from commercial concessions or vending on the premises without the prior written approval of the City. Any attempt by USER to assign any part of its interests or delegate duties under this Agreement shall give the City the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

Section 12. Permits, Laws and Taxes.

All activities authorized under this Agreement shall be conducted in compliance with all applicable federal and state constitutions, federal, state and local laws, regulations and orders of governmental authorities having jurisdiction over the property, now or hereafter, in effect during the term of this Agreement and USER agrees to obtain the necessary approvals from all third party interests and obtain all permits or written authorization required by the applicable laws, rules and regulations from governing authorities. USER agrees to provide proof of applicable licenses and permits as requested by the City. All taxes related to this Agreement, if any, shall be kept current.

Section 13. Non-Discrimination.

USER shall not discriminate against any applicant on the basis of race, sex, color, religion, creed, gender, national origin, age, disability, marital or veteran status.

Section 14. Inspection of Premises.

A designated City representative may at any time enter and inspect the tennis courts.

Section 15. Fuel Storage/Hazardous Materials.

The storage of petroleum or toxic chemicals is prohibited on the property. Spills or contamination of water or land will be controlled and recovered immediately and reported by USER to the State of Alaska, Department of Environmental Conservation and the City.

Section 16. Safety.

USER is responsible for the safety of all persons entering the property during USERS specific times of use including, but not limited to, players, spectators, referees, employees, contractors, pedestrians, or any other person on the premises during the Term of Use. USER agrees to provide all participants information regarding rules, safety regulations and other information about the property and the Agreement.

Section 17. Defense and Indemnification.

USER shall agree to indemnify, defend, and hold and save the City its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees for or on account of any and all legal actions or claims of any character. USER shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, deprivation of constitutional rights, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from USER or USER's officers, agents, employees, partners, attorneys, suppliers, visitors, whether invited or not, licensees, guests, and subcontractors performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

Section 18. Insurance.

Without limiting USER's indemnification, USER shall purchase, at own expense and maintain in force at all times during the Term of Use, Worker's Compensation Insurance and comprehensive general liability insurance as described below.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits unless risk allocation assessments performed by an insurance company proves otherwise. If USER policies contain higher limits, the City shall be entitled to the extent of such higher limits.

Worker's Compensation Insurance. USER shall provide and maintain Workers Compensation insurance for all employees engaged in work under this Agreement. Employers Liability Protection shall not be less than \$100,000 per accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease. Where applicable, coverage for all federal acts must be included as well.

Comprehensive (Commercial) General Liability Insurance. USER shall provide and maintain coverage of not less than \$1,000,000 combined single limit per occurrence bodily injury or property damage.

Certificates of insurance must be furnished to the City prior to the first day of the Term of Use and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this agreement. With the

exception of Worker's Compensation Insurance, the City shall be named as an additional insured party.

Section 19. Severability.

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

Section 20. Jurisdiction: Choice of Law

Interpretation and Enforcement. This Agreement shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Alaska. Any civil action arising from this Agreement shall be brought in the Alaska Superior Court, Third Judicial District at Palmer. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 21. Termination.

- A. The City or USER may terminate this Agreement for their convenience thirty (30) days after notice of termination to USER or the City.
- B. This Agreement may also be terminated by the City for any of the following:
 - 1. Failure to comply with the terms and conditions of this Agreement or, if the breach is curable, to remedy any default in performance within thirty (30) days of written notice.
 - 2. Failure to actively use the tennis courts for the described purposes for the Term of Use.
 - 3. Abandonment of the property, which shall include failure to carry out necessary maintenance or repairs to the tennis courts.
 - 4. USER articles and by-laws provide that it represents all residents of the area and USER represents that it has a policy and practice of open membership which encourages participation of person from all segments of the community. The City may terminate this Agreement if USER's articles, by-laws or policies are changed so that it no longer represents all residents of the area or it ceases to encourage open membership and participation form all segments of the community.
 - 5. Failure to obtain and provide certification of insurance as described in Section 18 may result in immediate termination.
- C. In the event USER is prevented by a cause or causes beyond their control from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render USER liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, USER shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of USER and which prevent the performance of USER: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent USER from performing the terms of the Agreement as set forth herein. Events which are peculiar to USER and would not prevent another group or entity from performing including, but not limited to financial difficulties, are not causes beyond the control of USER. City will determine whether the event preventing USER from performing, is cause beyond USER's control.

Termination under this Section shall be by written notice stating the reason for termination and shall be effective thirty (30) days from the date of the notice. Any appeal must be written and formally presented to the City manager within ten (10) days of receipt of notice.

Section 22. Modifications.

The parties may mutually agree to written modification of the terms of this Agreement.

Section 23. Notice.

All notices shall be sent to both parties as follows:

ORGANIZATION/USER: _____
AUTHORIZED PERSON(S): _____
CONTACT PHONE(S): _____
MAILING ADDRESS: _____

CITY OF PALMER

ATTN: DEPT OF COMMUNITY DEVELOPMENT
907-745-3709x1
645 E. Cope Industrial Way
Palmer, AK 99645

Section 24. User Fee.

The annual user fee shall be ONE DOLLAR (\$1.00) per fiscal year or portion thereof commencing _____, 201__ through _____, 201__. USER shall not be entitled to any other use fee from the City. The initial fee shall be paid upon execution of this Agreement by both parties.

Section 25. No Waiver.

That no assent, expressed or implied, by the City to any breach of any USER's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant, nor shall any forbearance by the City to seek a remedy for any breach of USER be deemed a waiver by the City of the rights or remedies with respect to such breach.

Section 26. Integration and Modification.

This document contains the entire Agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of the Agreement and the performance of either party hereto, are merged and integrated into the terms of this document.

IN WITNESS WHEREOF, the parties hereto have set their hands the day stated herein above.

CITY OF PALMER

MAT-SU TENNIS ASSOCIATION

City Manager or Designee

Authorized User Designee

Print name: _____

Print name: _____

Date: _____

Date: _____

ATTACHMENT A
BILL HERMANN TENNIS COURTS

201__ COURT SCHEDULE
 ORGANIZATION NAME: MAT-SU TENNIS ASSOCIATION

Please indicate preferred dates and times below. Attach a 'second choice' schedule to improve our ability to coordinate with all groups.

MONTH & DATES	TIME OF DAY		DAY OF WEEK						
	FROM	TO	M	Tu	W	Th	F	Sa	Su
Indicate number of courts needed during above dates:									
Indicate number of courts needed during above dates:									
Indicate number of courts needed during above dates:									
Indicate number of courts needed during above dates:									

The above schedule is approved with changes, if any, as noted above.

City Representative: _____ Date: _____

ATTACHMENT B
BILL HERMAN TENNIS COURTS

SCOPE OF WORK

1. User shall sign and submit to the City the (Location) Non-Exclusive Use Permit.
2. User must provide a current certificate of insurance as noted below and as further specified in Section 18 of the Use Permit.
 - a. Worker's Compensation Insurance for employees engaged in work under the Agreement. Employers Liability Protection shall not be less than \$100,000 per accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.
 - b. Comprehensive (Commercial) General Liability Insurance. Shall not be less than \$1,000,000 combined single limit per occurrence bodily injury or property damage.
 - c. With the exception of Worker's Compensation Insurance, the City shall be named as an additional insured party
3. User will complete a Season Activity Report and submit it to the City each season.
4. User will perform the following maintenance and use activities:
 - a. Daily cleaning of the tennis courts and daily trash pickup on and around the tennis courts parking area. Trash is to be bagged and placed in a city provided trash can. City will empty three (3) times per week.
 - b. Weekend trash removal and cleaning of grounds.
 - d. Weekly inspection of facilities and site for hazardous conditions and immediate remedy and reporting of hazardous conditions.
 - d. Provide portable toilet(s) as needed for the number of players.
5. User is responsible for the maintenance and upkeep of User provided improvements.
6. User recognizes this is a public facility and it is a first come/first serve facility. User is authorized for usage of two courts at any one time, unless there is nobody waiting on the courts, then User may use all three.

ATTACHMENT C

BILL HERMANN TENNIS COURTS

201__ SEASON ACTIVITY REPORT

NAME OF GROUP		CONTACT PERSON	
MAILING ADDRESS		CONTACT NUMBERS	
		Phone:	Fax:
		Cell:	
SUMMARY OF SEASONAL ACTIVITY			
Approximately how many people participated in activities at the courts?	How many games were played?	How many practice sessions occurred?	
Did your group hold and/or participate in any special events at the courts? If so, please describe.			
FEES			
Did your organization collect any fees from participants this season:	How much did you collect?	What was the event(s)?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	\$		
ADDITIONAL COMMENTS			
Suggestions for improvement of facilities, scheduling of courts, other:			
Does your organization desire to use the courts next year?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
<p>PLEASE ATTACH THE FOLLOWING TO THIS REPORT: 1) Receipts for fees collected 2) Receipts for expenses 3) Preliminary 201_ Schedule</p>			
Signature:		Date:	