

MEMORANDUM OF UNDERSTANDING

Between

The City of Homer

And

Kachemak City

WHEREAS, The Canyon Trails Subdivision contains approximately 30 lots and is located within the corporate boundaries of the City of Homer; and

WHEREAS, The only access to the Canyon Trails Subdivision is via Stellers Jay Drive and Golden Plover Avenue; both of which are located within the municipal boundaries of Kachemak City; and

WHEREAS, The Canyon Trails Subdivision has the potential to double the amount of traffic on Stellers Jay Drive and Golden Plover Avenue; and.

WHEREAS, In the development of Canyon Trails Subdivision, heavy construction equipment and trucks continue to access the Canyon Trails Subdivision via Stellers Jay Drive and Golden Plover Avenue; and.

WHEREAS, The City of Homer will benefit by development of this subdivision because the result will be increased population, an increase in water and sewer customers, and increased property tax revenues; and

WHEREAS, Kachemak City will benefit from this MOU through sharing maintenance costs for roads used by both cities; and

WHEREAS, The development of Canyon Trails Subdivision will result in increased traffic, dust, noise, and maintenance requirements on Stellers Jay Drive and Golden Plover Avenue; and

WHEREAS; The City of Homer is obligated to provide road maintenance within the Canyon Trails subdivision but City equipment must travel through Kachemak City in order to do so; and

WHEREAS, Stellers Jay Drive and Golden Plover Avenue are approximately 2,000 linear feet in length and it would be mutually beneficial for City of Homer Public Works crews to provide limited maintenance to that section of road as they pass through to provide service to Canyon Trails Subdivision; and

WHEREAS, The developer of the Canyon Trails Subdivision and Kachemak City have made improvements to Stellers Jay Drive and Golden Plover Avenue that has brought these roads up to acceptable City of Homer rural road standards; and

WHEREAS, Kachemak City currently provides a basic level of funding for road maintenance to its neighborhoods through its Roads Program; and

WHEREAS, The City of Homer and Kachemak City have worked together cooperatively in order to upgrade Stellers Jay Drive and Golden Plover Avenue to minimum road standards, improve traffic flow and public safety, mitigate the impacts of increased development and traffic, and promote the general welfare of the residents of both communities.

THE PARTIES HEREBY AGREE:

General Terms:

1. **Term:** The term of this Memorandum of Understanding shall be five years commencing on January 1, 2020 and ending on December 31, 2025. The term may be extended or renewed by mutual consent of the parties.

2. **Cost of Service:**

Routine Maintenance: The parties agree that enhancing road maintenance is mutually beneficial. The parties therefore agree to share the cost of maintaining Stellers Jay Drive and Golden Plover Avenue. The City of Homer will provide routine maintenance as provided below in Section 5.

Additional Maintenance: Kachemak City is responsible for any additional road maintenance above routine maintenance level. Kachemak City may request Homer assistance paying for maintenance above routine maintenance level, if the cost exceeds the amount available (for Stellers Jay) in Kachemak City's Matching Road Grant Program. Homer city maintenance above routine levels requires written request by Kachemak City and Homer City Council approval. If approved by the Homer City Council, Kachemak City will contribute a negotiated amount consistent with Homer's existing rural road maintenance program, the average cost per foot, and Section 5 below.

3. **Amendments:** Amendments to this Memorandum of Understanding can be made by mutual consent of the parties. Amendments must be made in writing and signed by both parties.
4. **Termination:** This MOU may be terminated by either party with or without cause. The party wishing to terminate the agreement must provide 90 days notice of its intent to terminate.
5. **Routine Maintenance Defined:** The parties agree that Routine Maintenance provided by Homer on Stellers Jay Drive and Golden Plover Avenue includes activities such as grading,

dust control, snow plowing, and sanding when the Public Works Department is also providing such service to Canyon Trails Subdivision. Routine maintenance does not include fixing or cleaning culverts, fixing potholes, installing or maintaining signage, surface improvements, or drainage maintenance. Routine maintenance does not include capital improvements. Capital Improvements remain the responsibility of Kachemak City and/ or its contiguous residents. The level of maintenance provided through this agreement will be similar to other City roads maintained to rural road standards (if requested by Kachemak City and approved by the Homer City Council).

Routine maintenance will include:

- 1) Plowing snow and sanding intersections (based on “rural” road standards) during winter months,
- 2) Complete summer road grading (approximately twice a summer; based on “rural” road standards subject to availability of resources),
- 3) Application of “dust control” (as needed, as available, based on the “rural” road standards schedule).

The City of Homer Agrees to:

1. Provide routine maintenance as described herein on approximately 2,000 linear feet of Stellers Jay Drive and Golden Plover Avenue that leads to the Canyon Trails subdivision.
2. Share the cost of Additional Maintenance with Kachemak City pursuant to Number 2 under General Terms.

Kachemak City Agrees to:

1. Share the cost of providing Additional Maintenance and pay Homer a negotiated fee subject to Number 2 under General Terms.
2. Be the point of contact for all inquiries, comments, questions, concerns, and complaints regarding maintenance on this section of road that originates from Kachemak City residents.

NOTICES:

All notices shall be sent to both parties as follows:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

City Mayor
Kachemak City
P.O. Box 958
Homer, Alaska 99603

