

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager

4 **RESOLUTION 14-006**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
8 THE CITY OF HOMER AND KACHEMAK CITY REGARDING THE  
9 CANYON TRAILS SUBDIVISION AND ROAD MAINTENANCE ON  
10 STELLERS JAY DRIVE AND GOLDEN PLOVER AVENUE.  
11

12 WHEREAS, The Canyon Trails Subdivision contains approximately 30 lots and is  
13 located within the City of Homer municipal boundaries; and  
14

15 WHEREAS, The only access to the Canyon Trails Subdivision is via Stellers Jay Drive  
16 and Golden Plover Avenue; both of which are located within the municipal boundaries of  
17 Kachemak City; and  
18

19 WHEREAS, The City of Homer will benefit by development of this subdivision because  
20 the result will be increased population, new water and sewer customers, and an expanded  
21 property tax base; and  
22

23 WHEREAS, Kachemak City will benefit from the proposed Memorandum of  
24 Understanding through more consistent and higher quality road maintenance and better  
25 access for emergency vehicles; and  
26

27 WHEREAS, The City of Homer is obligated to provide road maintenance within the  
28 subdivision but its equipment must pass through Kachemak City in order to do so; and  
29

30 WHEREAS, Stellers Jay Drive and Golden Plover Avenue are approximately 2,000 linear  
31 feet in length and it would be mutually beneficial for the Homer Public Works Department  
32 crews to provide limited maintenance to that section of road as they pass through to provide  
33 service to Canyon Trails Subdivision; and  
34

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

38 WHEREAS, The City of Homer and Kachemak City have worked together cooperatively  
39 in order to upgrade Stellers Jay Drive and Golden Plover Avenue to minimum road standards,  
40 improve traffic flow and public safety, mitigate the impacts of increased development and  
41 traffic, and promote the general welfare of the residents of both communities; and  
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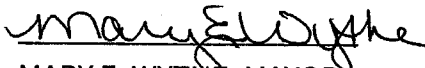
43 WHEREAS, The proposed Memorandum of Understanding provides that the two Cities  
44 will share the cost of providing routine rural road maintenance based upon a negotiation  
45 process and average maintenance costs per mile for rural road maintenance.  
46

47 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council finds that working  
48 cooperatively and sharing the cost of routine maintenance on Stellers Jay Drive and Golden  
49 Plover Avenue is mutually beneficial and in the best interest of the public.  
50


51 BE IT FURTHER RESOLVED that the Homer City Council hereby approves the  
52 Memorandum of Understanding between the City of Homer and Kachemak City regarding  
53 Canyon Trails Subdivision and road maintenance on Stellers Jay Drive and Golden Plover  
54 Avenue; a copy of which is attached and incorporated herein.  
55

56 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of January, 2014.  
57

58 CITY OF HOMER  
59  
60

61   
62 MARY E. WYTHE, MAYOR  
63

64 ATTEST:  
65

66   
67 \_\_\_\_\_  
68 JO JOHNSON, MMC, CITY CLERK  
69  
70

71 Fiscal Note: Estimated City of Homer costs < \$3,000 annually.

## **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 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 improved and more consistent road maintenance and better access for emergency vehicles; 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, Kachemak City residents will experience some negative impacts associated with development adjacent to their properties; and

WHEREAS; The City of Homer is obligated to provide road maintenance within the 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 it proposes to use a portion to help pay for increased maintenance on Stellers Jay Drive and Golden Plover Avenue; 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, 2014 and ending on December 31, 2019. The term may be extended or renewed by mutual consent of the parties. The parties agree that the City of Homer will not provide maintenance service until there are enough residences in the new subdivision to justify service pursuant to City of Homer Policy.
2. **Cost of Service:** 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 contribute to the cost of routine maintenance as provided below in Section 5. Kachemak City will contribute a negotiated amount consistent with Homer's existing rural road maintenance program, the average cost per foot, and Number 5 below. Inflation adjustments will be made each year and shall be based upon actual costs subject to review by Kachemak City. The City of Homer shall bill Kachemak City for the service on January 1<sup>st</sup> of each year. If service begins in the middle of the year, the bill shall be prorated.
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 includes activities such as grading, dust control, snow plowing, and sanding when the Public Works Department is also providing 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 roads maintained to rural road standards.

- 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 lead to the subdivision after there is enough development in the new subdivision to justify the service.
2. Share the cost with Kachemak City pursuant to Number 2 under General Conditions.

Kachemak City Agrees to:

1. Share the cost of providing this service and pay Homer a negotiated fee subject to Number 2 under general Conditions.
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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein below set forth.

**CITY OF HOMER**

**DATE:**

*[Signature]*

1/15/14

WALT WREDE, City Manager

**CITY OF KACHEMAK**

**DATE:**

*[Signature]*

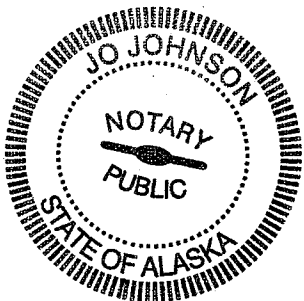
3/24/14

PHILEMON MORRIS, Mayor

**ACKNOWLEDGMENTS**

STATE OF ALASKA        )  
                                  ) ss.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of January, 2014, by WALT WREDE, City Manager of the City of Homer, on behalf of the City of Homer.

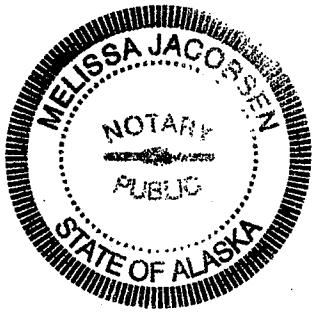


*[Signature]*  
\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires: 12/19/15

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on the 24 day of March, 2013, by PHILEMON MORRIS, Mayor of the City of Kachemak, on behalf of the City of Kachemak.



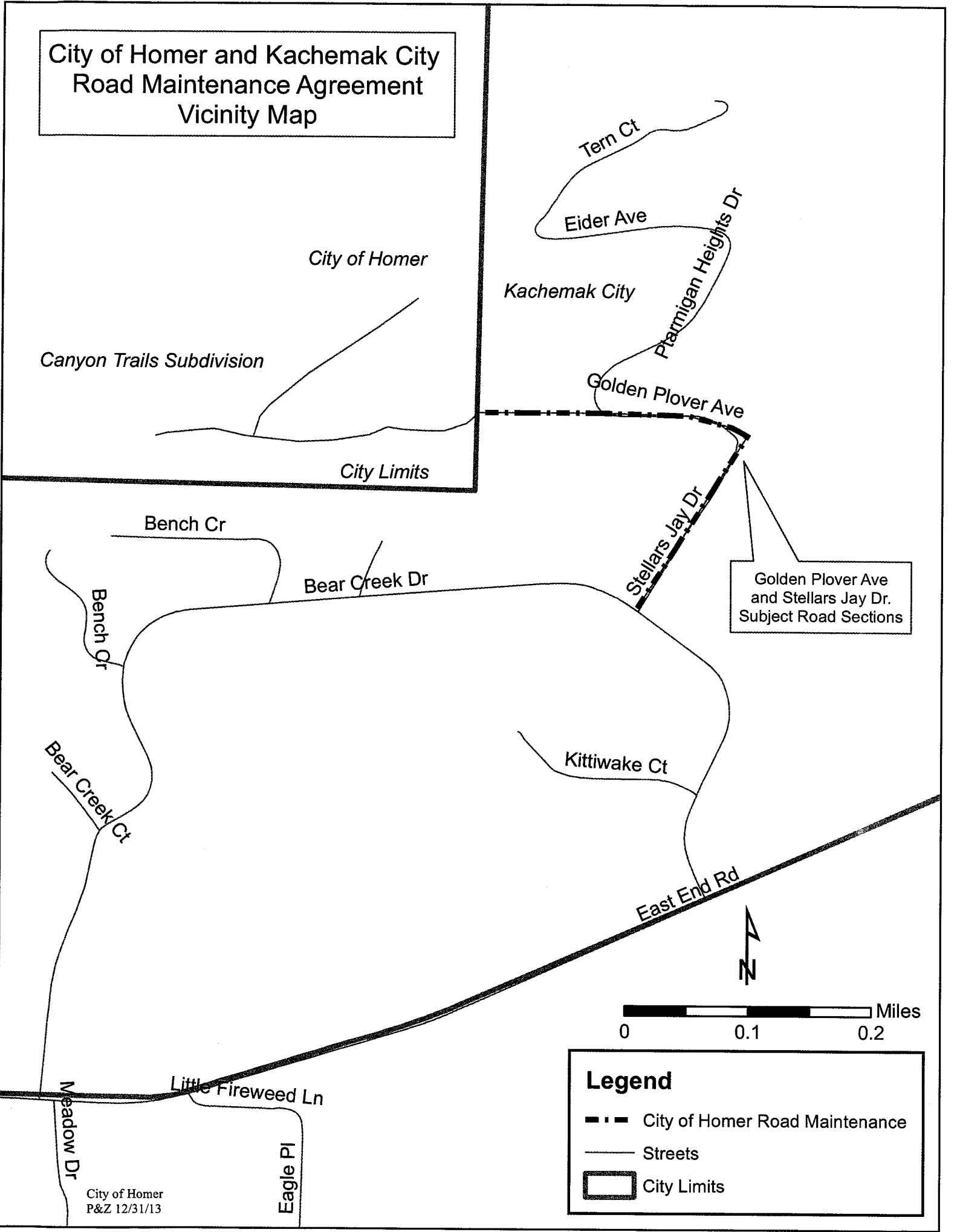
Melissa Jacobsen  
Notary Public in and for Alaska

My Commission Expires: 9/8/16

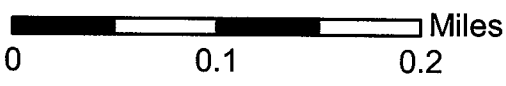







**City of Homer and Kachemak City  
Road Maintenance Agreement  
Vicinity Map**



Golden Plover Ave  
and Stellars Jay Dr.  
Subject Road Sections



**Legend**

-  City of Homer Road Maintenance
-  Streets
-  City Limits

