



Legislation Text

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**REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/01/2021

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City of Corona.

**EXECUTIVE SUMMARY:**

The Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City of Corona is considered for approval in order to remove any streetlights and traffic signals from the Agreement that are now included within a Community Facilities District.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- b. Authorize the City Manager to execute the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- c. Authorize the City Attorney to make any minor, non-substantive modifications to the Amendment.

**BACKGROUND & HISTORY:**

On July 5, 1999, the Eagle Glen Master Homeowners Association (HOA) entered into a Street Light/Traffic Signal Maintenance Agreement (Agreement) with the City of Corona that allows the City to provide the post-development operation and maintenance of two traffic signals and 562 streetlights that were built as part of the Eagle Glen development. The boundary of the Eagle Glen development is depicted in Exhibit "1." Under the Agreement, the HOA pays all related costs

associated with the annual maintenance and operation of the facilities.

On December 17, 2008, the Agreement was amended to exclude 54 streetlights, which were located on private streets, from the City's maintenance responsibility. The amended Agreement modified the City's service area boundary to 2 traffic signals and 508 streetlights.

On June 15, 2010, a Second Amendment to the Agreement was approved. The Second Amendment reduced the reserve funds that the City was required to maintain from 50 percent of the approved HOA budget to 25 percent for each Fiscal Year. The purpose of the reserve funds is to pay for any emergency work that exceeds the regular budget for the Eagle Glen service area. The Second Amendment additionally added a clause that requires the HOA to be responsible for any emergency services or other unanticipated costs that could exceed the amount held in the reserves.

### **ANALYSIS:**

At this time, a Third Amendment is proposed to the Agreement in order to remove any streetlights and traffic signals that are now included within a Community Facilities District. The traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is now fully included within and maintained by the City of Corona Community Facilities District No. 2018-1 and Community Facilities District No. 2016-3. The costs to maintain and provide electricity to this traffic signal is paid from the special taxes collected from the taxable properties included within these respective community facilities districts. As such, the execution of the Third Amendment will remove this traffic signal from the service area. Accordingly, one traffic signal and 508 streetlights will remain in the City's service area boundary.

This Third Amendment also clarifies the ownership of the streetlights and traffic signals within the service area. The amendment stipulates that the City owns the traffic signals and the HOA owns the street lights. Additionally, the Third Amendment acknowledges that the HOA is responsible for 50 percent of the total costs, including any reserves, to maintain and provide electricity for the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps.

A depiction of the streetlights and traffic signals included within the service area boundary is included in Exhibit "2."

### **FINANCIAL IMPACT:**

This action will not have a significant impact on the program's fiscal budget. The City will continue to provide an annual budget to Eagle Glen HOA for the maintenance services and perform yearly expense reconciliations, as required by the original Agreement.

### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely amends an existing agreement to provide maintenance on

existing facilities. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

**PREPARED BY:** MICHELE HINDERSINN, P.E., SENIOR ENGINEER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

**Attachments:**

1. Exhibit 1 - Location Map
2. Exhibit 2 - Eagle Glen Service Area Boundary
3. Exhibit 3 - Third Amendment to the Street Light/Traffic Signal Maintenance Agreement
4. Exhibit 4 - Street Light/Traffic Signal Maintenance Agreement and First and Second Amendment to the Street Light/Traffic Signal Maintenance Agreement