



City Council Report

Date: November 18, 2019
To: City Council
Through: Karolyn Kent, Assistant City Manager
From: Christine Zielonka, Development Services Department Director
Veronica Gonzalez, Development Services Project Manager
Subject: First Amendment to the Amended and Restated Community Maintenance Agreement for Eastmark
Council District 6

Purpose and Recommendation

The purpose of this report is to recommend that the City Council approve a resolution authorizing the City Manager to enter into the First Amendment to the Amended and Restated Community Maintenance Agreement for the DMB Mesa Proving Grounds (currently referred to as Eastmark). The First Amendment to the Amended and Restated Community Maintenance Agreement is attached Exhibit 1.

Background

In 2008, the City Council approved the Planned Community District Zoning for the DMB portion of the former GM Proving Grounds, now known as Eastmark. The approval of the zoning included a Community Plan (CP), which divided the property into nine Development Units (DU's). In addition to the entitlements provided through the CP, the Eastmark development is governed by a Development Agreement. Originally approved by Council in 2008, with subsequent amendments approved in 2011, 2013, 2016, and 2018, the Development Agreement allows DMB, or its assigns, to design and install specialty features and materials. These specialty features and materials include poles for traffic control and street name signs, street and sidewalk lighting, street signage, paving materials, and enhanced landscaping. With the design and installation of specialty features and materials, the Development Agreement required the City and DMB/Brookfield to enter into a maintenance agreement.

The Community Maintenance Agreement for Eastmark was originally approved by Council on June 25, 2012 and amended on June 16, 2014. The Community Maintenance Agreement addresses the costs, processes, and responsibilities for maintenance of specialty items and materials, landscaping and Great Park improvements.

Discussion

The First Amendment to the Amended and Restated Community Maintenance Agreement for Eastmark carries forward the responsibilities covered in the original and amended Community Maintenance Agreement, with the following modifications:

1. Arterial Median Landscaping: Establishes the City's responsibility to maintain arterial median landscaping within the Elliot Road right-of-way.
2. Perimeter Landscaping Along Arterials: Establishes the parcel owner's maintenance responsibilities for landscaping within the right-of-way of Elliot Road.
3. Great Park: Clarifies that the Great Park will be built in phases and some phases will include specialty items and materials. Prior to the development of each phase, the City, DMB and the Eastmark Community Alliance shall determine if the proposed park improvements will require specialty or standard park maintenance. An addendum to address maintenance responsibilities and maintenance costs for Phases 1, 2, and 3 of the Great Park has been added to this maintenance agreement.
4. Maintenance of Sidewalks and Landscaping within Public Utility and Facilities Easements: Adds a requirement for the Eastmark Community Alliance to reimburse the City for maintenance of sidewalks within public utility and facilities easements.
5. Maintenance of City Utility Improvements within Private Street Improvements: Clarifies maintenance responsibilities for private streets rests with the Eastmark Community Alliance, at its own expense. However, the City shall be responsible for maintenance of City utilities (water, sewer and storm drain) located in private streets. The City shall also be responsible for repairing or restoring any private street improvements that are damaged while performing maintenance on City utilities within private streets.
6. No Parking Areas: Standards for no parking areas on private streets have been added.
7. Solid Waste Collection: Some homes within Eastmark exceed the maximum pull distance to a designated solid waste or recycling barrel pick-up location. In these cases, the Eastmark Community Alliance shall be responsible for ensuring the solid waste or recycling barrels are in the proper location for service.
8. Exhibit A: Updated to add properties that have been platted to the maintenance agreement.
9. Addendum (Great Park Phases 1 and 2): Verifies specialty items and materials are included in the park improvements for Phases 1 and 2 of the Great Park. The City will maintain Phase 1 and Phase 2 park improvements, and the Eastmark Community Alliance will annually reimburse the City \$118,000 plus a cost adjustment.
10. Addendum (Great Park Phase 3): Confirms Phase 3 of the Great Park contains no specialty items or materials and is subject to standard park maintenance at the City's sole cost.

Alternatives

The following alternatives are presented for consideration:

1. Approve the First Amendment to the Amended and Restated Community Maintenance Agreement for Eastmark.
2. Take no action, which would have the effect of maintenance and cost of maintenance responsibilities for specialty items and materials, landscaping, and Great Park improvements remaining unchanged.

Fiscal Impact

The most significant fiscal impact of the proposed First Amendment to the Amended and Restated Community Maintenance Agreement for Eastmark includes those specialty park maintenance costs for which the City will receive reimbursement from the Eastmark Community Alliance on an annual basis.

Coordinated With

Negotiation of the First Amendment to the Amended and Restated Community Maintenance Agreement for Eastmark has been coordinated with Transportation, Environmental Management and Sustainability and Parks, Recreation, and Community Facilities Departments.