

015645

CERTIFIED COPY

RESOLUTION NO. 5118(03)

A Resolution Of The Council Of The City Of Lompoc
County Of Santa Barbara, State of California,
In The Matter Of Traffic Control Signals and Safety Lighting
On State Highway 1 ("H Street") at Laurel Avenue

WHEREAS, the State of California has ascertained that warrant standards for signalization have been met at the intersection of Highway 1 and Laurel Avenue ("the Project"); and

WHEREAS, the State of California and the City of Lompoc have agreed to share the costs of the Project, the City's estimated cost being fifty percent (50%) of the preliminary engineering, construction, right of way, and construction engineering costs, not to exceed \$90,600.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC HEREBY RESOLVES THAT:

SECTION 1. The Mayor is authorized, instructed, and directed to execute Cooperative Agreement #05-CA-0160 with the State of California, whereby the City agrees to pay its proportionate share of the preliminary engineering, construction, right of way, and construction engineering costs associated with the installation of traffic control signals and safety lighting on State Highway 1 and Laurel Avenue.

SECTION 2. The City Clerk is authorized, instructed, and directed to attach a certified copy of this Resolution to the original and to each of four (4) copies of the Agreement and to forward all documentation to the State of California for processing.

SECTION 3. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

The foregoing Resolution was proposed by Councilmember Siminski, seconded by Councilmember Holmdahl, and duly passed and adopted by the Council of the City of Lompoc at its regular meeting on October 7, 2003, by the following electronic vote:

AYES: Councilmember(s): DeWayne Holmdahl, Janice Keller, Will Schuyler, Michael Siminski, and Mayor Dick DeWees.

NOES: Councilmember(s): None.

ABSENT: Councilmember(s): None.



Dick DeWees, Mayor
City of Lompoc

ATTEST:



Jane C. Green
City Clerk, City of Lompoc

I HEREBY CERTIFY THAT THE

foregoing instrument is a true and correct copy of the original on file in

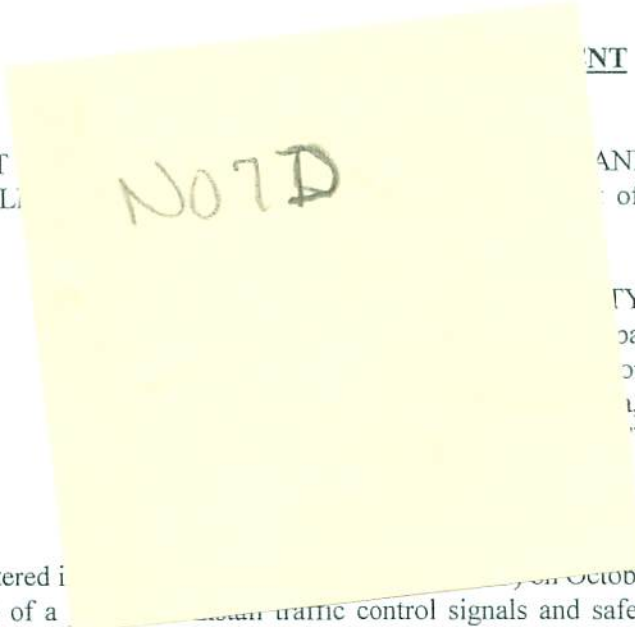
the office of the City Clerk, City of Lompoc, California.

AMENDMENT

THIS AMENDMENT
between the STATE OF CALIFORNIA
"STATE," and

AND EFFECTIVE ON _____
Department of Transportation, referred to herein as

CITY OF LOMPOC,
a
City of the State of
California, referred to herein
as "CITY."



1. The parties hereto entered into an Agreement on October 7, 2003, said Agreement defining the terms and conditions of a project to install traffic control signals and safety lighting on State Route 1 at Laurel Avenue, referred to herein as "PROJECT".
2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement.
3. In addition, CITY has applied for Federal-aid financing for CITY's share of PROJECT costs as shown on Revised Exhibit A dated October 31, 2005, attached to and made a part of this Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. The last sentence in Article 3 under Section I will be amended to read:

STATE's contribution will be funded from the District's Minor B Program.

2. A new Article 4 under Section I will be added to read as follows:

To bill CITY fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT, the amount of \$8,300, which figure represents CITY's share of construction engineering and construction costs required to complete PROJECT. Remaining costs in the amount of \$74,700 will be financed with Federal-aid funding.

3. A new Article 5 under Section I will be added to read as follows:

To process all Federal-aid authorizations as applicable under Federal and State law for CITY's Federal-aid share of PROJECT costs.

4. A new Article 6 under Section I will be added to read as follows:

To pay an amount equal to one hundred percent (100%) of the actual preliminary engineering costs for PROJECT, which percentage amount is estimated to be \$17,000.

5. A new Article 7 under Section I will be added to read as follows:

To pay an amount equal to zero percent (0%) of the actual construction engineering costs for PROJECT.

6. A new Article 8 under Section I will be added to read as follows:

To pay an amount equal to one hundred percent (100%) of the actual right of way capital costs for PROJECT, which percentage amount is estimated to be \$4,000.

7. Articles 4, 5, 6 and 7 under Section I of the original Agreement will be renumbered 9, 10, 11 and 12 respectively.

8. Article 12 (Article 7 of the original Agreement) of Section I will be amended to read as follows:

To operate and maintain the traffic control signals and safety lighting as installed and pay one hundred percent (100%) of the operation and maintenance costs, excluding electrical energy costs, pursuant to the existing Master Maintenance Agreement dated 10/17/2001.

9. Article 1 of Section II will be amended to read as follows:

To deposit with STATE within twenty five (25) days of receipt of billing therefor (which billing will be forwarded to CITY by STATE fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$8,300, which figure represents CITY's estimated ten percent (10%) match for Federal-aid funding for construction and construction engineering required to complete PROJECT, with the remainder of CITY's share of PROJECT costs of \$74,700 (ninety percent {90%}) to be financed with Federal-aid funding, as shown on Revised Exhibit A dated October 31, 2005. CITY's total obligation for the costs of PROJECT under this Agreement, excluding costs referred to in Article 18 of Section III of this Agreement, is estimated to be \$83,000 and any expenditures by CITY beyond that estimate are subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT.

10. Article 2 of Section II will be amended to read as follows:

To pay an amount equal to fifty percent (50%) of the actual construction costs of PROJECT, which percentage amount is estimated to be \$66,000. Federal-aid funding will finance ninety percent (90%) of CITY's share of PROJECT construction costs, estimated to be \$59,400. CITY's ten percent (10%) match for Federal-aid funding for PROJECT construction costs is estimated to be \$6,600.

11. Article 3 of Section II will be amended to read as follows:

To pay an amount equal to zero percent (0%) of the actual preliminary engineering costs of PROJECT.

12. Article 4 of Section II will be amended to read as follows:

To pay an amount equal to one hundred percent (100%) of the actual construction engineering costs of PROJECT, which percentage amount is estimated to be \$17,000. Federal-aid funding will finance ninety percent (90%) of CITY's share of PROJECT construction engineering costs, estimated to be \$15,300. CITY's ten percent (10%) match for Federal-aid funding for PROJECT construction engineering costs is estimated to be \$1,700.

13. A new Article of Section II will be added to read as follows:

To pay an amount equal to zero percent (0%) of the actual right of way capital costs of PROJECT.

14. Article 8 under Section III will be amended to read as follows:

If termination of this Agreement is by mutual consent. STATE will bear fifty one percent (51%) and CITY will bear forty nine (49%) of all costs related to PROJECT incurred by STATE prior to termination. except that any utility relocation costs shall be prorated in accordance with STATE's/CITY's responsibility for utility relocation costs.

15. The termination date specified in Article 28 of Section III of the original Agreement shall now be December 31, 2007 instead of December 31, 2005.

16. All other terms and conditions of said Agreement (Document #015645) shall remain in full force and effect.

17. This AMENDMENT NO. 1 TO AGREEMENT is hereby deemed to be a part of Document #015645.

STATE OF CALIFORNIA
Department of Transportation

CITY OF LOMPOC
P. O. Box 8001
Lompoc, CA 93438-8001

WILL KEMPTON
Director

By _____
Mayor

By _____
R. GREGG ALBRIGHT
District Director

Attest:

Approved as to form & procedure:

By _____
City Clerk

By _____
Attorney, Department of
Transportation

Approved as to form & procedure:

Certified as to financial terms & conditions:

By _____
City Attorney

By _____
Accounting Administrator

Approved as to content:

Certified as to funds:

By _____
City Engineer

By _____
District 5 Budget Manager