

RESOLUTION NO. 4244

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE
AN AGREEMENT WITH CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) FOR THE SHARING COST OF
THE TRAFFIC SIGNAL FACILITIES ON FRONT STREET AT NESTLES ROAD**

WHEREAS, California Department of Transportation (Caltrans) is responsible for the operation and maintenance of the new traffic signal at the intersection of Front Street and Nestles Road; and

WHEREAS, on January 2, 2008, the City awarded a contract to ITS Republic Inc. to construct a new traffic signal at the intersection of Front Street and Nestles Road; and

WHEREAS, the new traffic signal is near completion and Caltrans requires the City to enter into an agreement to share costs of operating and maintain the new traffic signal; and

WHEREAS, the City only owns one leg of the intersection, namely Nestles Road, and the City is expected to pay 25% of the cost; and

WHEREAS, the agreement for sharing costs of the traffic signal facilities on Front Street at Nestles Road has been reviewed by the City Attorney.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council hereby Approves and Authorizes the Interim City Manager to Execute an Agreement with California Department of Transportation (Caltrans) for Sharing Costs of the Traffic Signal Facilities on Front Street at Nestles Road in the form attached hereto as Exhibit "A," and by this reference incorporated herein.

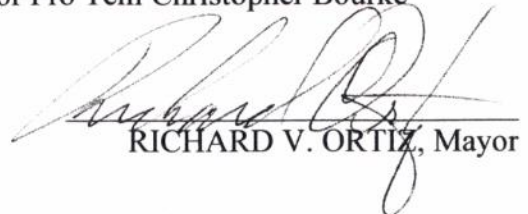
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 2nd July, 2008 by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Richard Ortiz

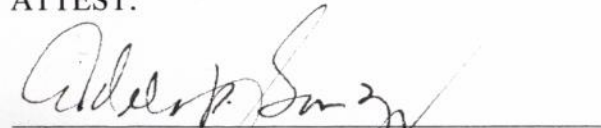
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Christopher Bourke


RICHARD V. ORTIZ, Mayor

ATTEST:


ADELA P. GONZALEZ, Interim City Clerk

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH CITY OF SOLEDAD**

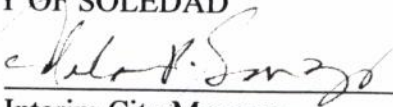
THIS AGREEMENT is made effective this 3rd day of July, 2008, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Soledad, hereinafter referred to as "CITY."

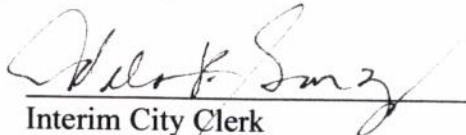
- I. This agreement shall supersede any previous agreement and/or amendments thereto for sharing State-incurred costs with the CITY.
- II. The cost of operating and maintaining flashing beacons traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any State highway route and any CITY street/road shall be shared as shown in Exhibit A.
- III. Basis for Billing:
 - A. It is agreed that monthly billings for flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:
 - Maintenance
 - Labor including overhead assessment
 - Other expenses
 - Equipment
 - Materials
 - Miscellaneous expenses
 - Electrical energy
 - B. It is agreed that monthly billings for safety lighting and sign lighting shall be based on calculated unit costs derived by averaging STATE's District-wide costs each month. Costs are as follows:
 - Maintenance
 - Labor including overhead assessment
 - Other expenses
 - Equipment
 - Materials
 - Miscellaneous expenses
 - Electrical energy
 - C. It is agreed that monthly billings for CITY-owned and maintained lighting will be based on costs derived from utility company billings. The CITY will bill the STATE for any STATE share of lighting expenses as shown in Exhibit A.
- IV. Exhibit A will be amended as necessary by written concurrence of both parties to reflect changes to system.

- V. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.
- VI. This Agreement shall remain in full force and effect until amended by the mutual consent of the parties or terminated by either party upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SOLEDAD

By 
Interim City Manager


Interim City Clerk

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director of Transportation

By _____
District Director


CITY Attorney

** Approved as to form and procedure:

Attorney
Department of Transportation

** Approval by STATE's Attorney is not required unless changes are made to this form, in which Case the draft will be submitted for Headquarters' review and approval by STATE's Attorney as to form and procedures.

EXHIBIT "A"
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and CITY OF SOLEDAD
Effective July 3, 2008

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

Traffic Signals

<u>Route & PM</u>	<u>E #</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Cost Distribution State/City</u>
MON-146-0.10	TBD	Nestles Road	Traffic Actuated	75 / 25