

TO: JAMES L. APP, CITY MANAGER
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STREET LIGHTS ON DALLONS DRIVE
DATE: JANUARY 20, 2004

Needs: For the City Council to consider re-appropriating a portion of funds already budgeted for a project designed to benefit Cuesta College.

Facts:

1. As a part of the current Capital Improvement Project (CIP) budget the City Council approved an appropriation of \$450,000 to widen the east side of Buena Vista Drive from Experimental Station Road to Dallons Drive.
2. The planned street widening would be an extension of the City's already implemented widening of Buena Vista Drive further south at the intersection of Buena Vista Drive and Highway 46 East. The long-term goal is to improve Buena Vista Drive to a 4-lane arterial road status consistent with the General Plan.
3. Cuesta College is proceeding with plans for permanent buildings that will take access from Dallons Drive. Their budget will not, however, be adequate to provide street lights along Dallons Drive.
4. In order to enhance public safety along Dallons Drive, it is proposed that \$30,000 be taken from the Buena Vista Drive widening project to purchase and install six (6) new light standards along Dallons Drive. The remaining funds should still be adequate to complete the Buena Vista Drive widening project.

Analysis
and

Conclusion: The City of Paso Robles has consistently supported the Cuesta College North County Campus in its development program.

Providing street lights along Dallons Drive would seem consistent with this effort.

The proposed funding would be from a capital improvement project that was already planned to provide benefit to Cuesta College.

The City Attorney has prepared the attached Reimbursement Agreement and a representative of Cuesta College has signed the Agreement.

Policy

Reference: Current Capital Improvement Program (CIP) Budget

Fiscal

Impact: None except that the Council will have to authorize the transfer of a portion of the funds budgeted for Buena Vista Road Improvements to the Dallons Drive Street Light Project.

- Options:
- a.** (1) Authorize the Mayor to sign the attached Reimbursement Agreement;
and
 - (2) Adopt the Resolution No. 04-xx authorizing the transfer of \$30,000 from Budget Account No. 130-910-5452-508 to 130-910-5452-528 to provide funds for installation of six (6) new light standards along Dallons Drive.
- b.** Amend, modify or reject the foregoing option.

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RESOLUTION NO. 04-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROPRIATING FUNDS TO INSTALL STREET LIGHTS ON DALLONS DRIVE

WHEREAS, As a part of the current Capital Improvement Project (CIP) budget the City Council approved an appropriation of \$450,000 to widen the east side of Buena Vista Drive from Experimental Station Road to Dallons Drive; and

WHEREAS, The planned street widening would be an extension of the City's already implemented widening of Buena Vista Drive further south at the intersection of Buena Vista Drive and Highway 46 East. The long-term goal is to improve Buena Vista Drive to a 4-lane arterial road status consistent with the General Plan; and

WHEREAS, Cuesta College is proceeding with plans for permanent buildings that will take access from Dallons Drive. Their budget will not, however, be adequate to provide street lights along Dallons Drive; and

WHEREAS, In order to enhance public safety along Dallons Drive, it is proposed that \$30,000 be taken from the Buena Vista Drive widening project to purchase and install six (6) new light standards along Dallons Drive. The remaining funds should still be adequate to complete the Buena Vista Drive widening project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that a one time appropriation in the amount of \$30,000 be transferred from Budget Account No. 130-910-5452-508 to 130-910-5452-528 to reimburse Cuesta College for installation of the described street lights is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 20th day of January 2004 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into this day of _____, 200_ by and between the CITY OF EL PASO DE ROBLES, a municipal corporation (the "City"), and CUESTA COMMUNITY COLLEGE, a public body, corporate and politic ("Cuesta").

Recitals

A. Cuesta is in the process of constructing permanent buildings that will have access from Dallons Drive (the "Project"). Cuesta proposes to install six (6) new light standards along Dallons Drive (the "Light Standards Improvements").

B. As part of the current Capital Improvement Project ("CIP") budget the City Council approved an appropriation to widen the east side of Buena Vista Drive from Experimental Station Road to Dallons Drive. The City shall transfer funds from this CIP budget to reimburse Cuesta for the Light Standards Improvements.

C. The City has determined that the installation of the Light Standards Improvements at this time will enhance public safety along Dallons Drive and avoid future increased costs and disruption of public service.

Agreements

NOW, THEREFORE, THE CITY AND CUESTA HEREBY AGREE AS FOLLOWS:

Section 1. Light Standards Improvements.

Cuesta shall cause to be designed, constructed and installed the Light Standards Improvements in accordance with plans and specifications approved by the City.

Section 2. Plans; Permits.

Prior to the commencement of construction and installation of the Light Standards Improvements, Cuesta shall prepare and submit plans and specifications to the City for its approval. In addition, Cuesta shall secure any and all permits that may be required by the City or any other governmental agency affected by such construction and installation work. City shall provide all proper assistance to Cuesta in securing these permits.

Section 3. Insurance; Indemnification

Prior to the commencement of construction of the Light Standards Improvements, Cuesta shall furnish, or cause to be furnished, to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the aggregate amount of \$1,000,000, naming the City as an additional insured. The policy limits of such policies may be in lesser amounts if Cuesta shall provide the City with duplicate originals or appropriate certificates of a binder (approved by the City) which indemnifies and holds the City harmless from and against

all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall arise out of the activities performed by or on behalf of Cuesta pursuant to this Agreement and which shall be directly or indirectly caused by any acts by Cuesta, or by any errors or omissions, of Cuesta and its agents, servants, employees and contractors, and which provides for the defense of the City against all claims or causes of action arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction and installation of the Light Standards Improvements and until City has approved and accepted the Light Standards Improvements.

Section 4. Nondiscrimination

Cuesta, for itself and its successors and assigns, agrees that in the construction of the Light Standards Improvements, Cuesta will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

Section 5. Payment for the Light Standards Improvements.

In consideration of the undertakings of Cuesta under Section 1 of this Agreement, City agrees to reimburse Cuesta for the costs incurred by Cuesta for the Light Standards Improvements in an amount not to exceed THIRTY THOUSAND DOLLARS (\$30,000).

Upon completion of all of the Light Standards Improvements, Cuesta shall submit documentation regarding the cost of the Light Standards Improvements, including, but not limited to, copies of its construction contract(s), invoices, cancelled checks, proof of payment of prevailing wages, complete lien releases with respect to all Light Standards Improvements and any other documentation reasonably requested by City.

Such payment by the City shall only be made after City has received all documentation required by it, as set forth in this Section 5, and has approved and accepted the Light Standards Improvements. Such payment shall be made within thirty (30) days of City's acceptance of the Light Standards Improvements.

Section 6. Warranty.

Cuesta shall guarantee or warranty the work done and the Light Standards Improvements provided pursuant to this Agreement for a period of one (1) year after completion of such work and commencement of operation of the Light Standards Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvements or part thereof done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by or on behalf of Cuesta fails to fulfill any of the requirements of this Agreement or the plans and specifications referenced herein, Cuesta shall without delay and without any cost to the City, repair or replace or reconstruct (or cause to be repaired or replaced or reconstructed) any defective or otherwise unsatisfactory part or parts of the work or Light Standards Improvements. Cuesta further acknowledges and understands within the one (1) year warranty period Cuesta will bear the total responsibilities for all repair

and/or replacement of the Light Standards Improvements as installed, reserving to Cuesta the right of recourse or indemnity against any third party who causes damage to the Light Standards Improvements. Should Cuesta fail to act promptly or in accordance with this Section 6, Cuesta hereby authorizes the City, at City's option, to perform the work twenty (20) days after mailing written notice of default to Cuesta and to Cuesta's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Cuesta can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Cuesta shall pay to City the cost of such repairs.

Section 7. Compliance with Law.

Cuesta agrees that it shall comply with all applicable laws applicable to the work to be described in this Agreement, including, but not limited to those laws regarding the payment of prevailing wages.

Section 8. Termination of this Agreement.

This Agreement and the obligations of Cuesta and the City hereunder shall terminate upon the full payment of the City for the Light Standards Improvements; provided, however, that the warranty provisions of Section 6 shall survive such termination and shall continue in effect for the period of time set forth therein.

Section 9. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by any party for a breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees and such other costs as may be determined by a court of competent jurisdiction.

IN WITNESS WHEREOF, Cuesta and the City have executed this Agreement as of the date first above written.

CITY OF EL PASO DE ROBLES, a municipal corporation

By: Frank R. Mecham, Mayor

Approved as to Form:

Attest:

Iris P. Yang
By: Iris P. Yang, City Attorney

By: Sharilyn M. Ryan, Deputy City Clerk

"CITY"

CUESTA COMMUNITY COLLEGE, a public body, corporate and politic

Edralin J. Maduli
By: EDRALIN J. MADULI
Its: ASST. SUPERINTENDENT
V.P., ADMIN. SVCS. "CUESTA"