



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: September 3, 2019

Agenda Item 6eN

Approvals:

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

Department: Public Works
Prepared By: Tom Bonigut, Public Works Director/City Engineer

Subject: **APPROVE FINAL PAYMENT TO COUNTY OF ORANGE FOR CONSTRUCTION OF THE AVENIDA LA PATA EXTENSION.**

Fiscal Impact: Yes. A supplemental appropriation of \$364,922 is needed from the unassigned fund balance of the Regional Circulation Financing and Phasing Program (RCFPP) Fund. This would reduce the projected fiscal year end fund balance to about \$656,000.

Summary: This action is to approve a supplemental appropriation and final payment to the County of Orange to fulfill and close out the City's La Pata road construction funding obligation.

Discussion: In 2014 the City and County entered into an agreement (see Attachment 1) which, among other items, memorialized the City's financial contribution to the Avenida La Pata Extension project. Most of the City's \$8,692,707 construction contribution was provided by the Avenida La Pata Supplementary Fee Program adopted by the City Council in 1992. This program established permit fees for residential and non-residential buildings in the Talega area to supplement funding from the RCFPP which was adopted in 1989.

As the City Council is aware, the Avenida La Pata extension was opened in late 2016 and the accompanying Camino Del Rio Extension opened in early 2017, which since then have provided important and useful connections to improve local and regional traffic circulation. At the time of the 2014 agreement, staff noted in the November 19, 2013 report to Council (see Attachment 2) that the MOU confirms the City had fulfilled its funding agreement based on the text in Section III.A of the agreement. However, the County of Orange conducted a final review of project costs and revenues and informed the City that \$364,922 is actually still owed by the City to fulfill its financial obligation per the 2014 agreement. Staff reviewed permit fee collections and payments to the County and confirmed this amount reported by the County. The shortfall is likely due to changes in the number of dwelling units and commercial square footage over the long duration of the Talega development, and also that the fee program annual adjustment factor did not keep up with the actual final construction cost. There is no further new development that would be subject to the Avenida La Pata Supplementary Fee therefore no additional fee revenue is expected.

Since the Avenida La Pata Extension project is included in the RCFPP, it is appropriate to fulfill the City's remaining La Pata funding obligation with available RCFPP funds. Staff will soon conduct a comprehensive mitigation fee review required by State law, at which time staff intends to recommend City Council approval to

formally end the Avenida La Pata Supplementary Fee Program. The City's planned Capital Improvement Program still includes projects planned under the RCFPP, however when remaining RCFPP funds are expended staff will similarly recommend City Council approval to formally end that fee program.

Recommended

Action: STAFF RECOMMENDS THAT the City Council:

1. Approve and authorize the Public Works Director/City Engineer to make a final payment of \$364,922 to the County of Orange to fulfill the City's remaining funding obligation for the construction of the Avenida La Pata extension; and
2. Approve a supplemental appropriation in the amount of \$364,922 from the Regional Circulation Financing and Phasing Program (RCFPP) to Account No. 020-419-43691-000-00000.

Attachments: 1. Signed La Pata Construction Agreement
2. November 19, 2013 report to Council

Notification: None.

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AGREEMENT

THIS AGREEMENT, made and entered into as of the date signed by the Chairman, Board of Supervisors, County of Orange, is,

BY AND BETWEEN

The CITY OF SAN CLEMENTE, a
Municipal Corporation in the State of
California hereinafter referred to as "CITY".

AND

The COUNTY OF ORANGE, a political
subdivision of the State of California,
hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, COUNTY proposes to widen La Pata Avenue from three lanes to five lanes from approximately 750 feet south of Ortega Highway (SR-74) in the County of Orange to the existing road terminus at the County's Prima Deshecha Landfill; implement a gap closure by constructing four new lanes from the existing terminus to the intersection of Calle Saluda and Avenida La Pata in the CITY and extend Camino Del Rio as a four-lane roadway from its existing terminus in the Forster Ranch community of the CITY to the proposed La Pata Avenue roadway, hereinafter called "PROJECT"; and

WHEREAS, a portion of La Pata Avenue lies within CITY's jurisdiction; and

WHEREAS, Camino Del Rio extension lies within CITY's jurisdiction; and

WHEREAS, CITY applied for and received funding for PROJECT under the GMA 11 M1 funding program; and

WHEREAS, CITY received funding for PROJECT under the supplemental La Pata Fee Program; and

WHEREAS, CITY dedicated right-of-way for PROJECT; and

WHEREAS, California Environmental Quality Act (CEQA) certification for PROJECT was provided by approval of Environmental Impact Report (EIR) 610 on May 24, 2011; and

WHEREAS, EIR 610 is Incorporated by reference herein; and

WHEREAS, CITY and COUNTY wish to define areas of responsibility for the funding, design, construction and inspection of PROJECT.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

SECTION I

CITY Shall:

A. Agree to accept the declaration of the portion of La Pata Avenue that lies within CITY's jurisdiction and Camino Del Rio extension as a county highway for the purposes of construction upon COUNTY'S award of a construction contract.

B. Accept ownership and responsibility for the portion of the PROJECT within CITY's jurisdiction and south of the Prima Deschecha Landfill upon acceptance of the PROJECT improvements under the contract by COUNTY. COUNTY will assume responsibility for the portion of the PROJECT within CITY's jurisdiction solely for the purposes of PROJECT construction and for no other purposes.

C. Acquire all necessary right-of-way for La Pata Avenue and Camino Del Rio within CITY's jurisdiction. COUNTY will provide assistance upon CITY request.

D. Provide, or has provided, project funding as set forth in Section III below.

E. Not withhold any approval or concurrence without good cause.

SECTION II

COUNTY Shall:

A. Be and is hereby designated as PROJECT Engineer, Contracting and Construction Agent for the parties to do and perform all tasks necessary in order to design and construct PROJECT in accordance with the approved plans and special provisions, and to execute and deliver all documents required in connection with the construction and completion of PROJECT, including its Notice of Completion and Final Accounting Report.

B. Submit PROJECT plans and special provisions to CITY for review and approval by the Director of Public Works / City Engineer or designee (hereinafter referred to as "CITY ENGINEER"), as to design and construction features affecting PROJECT within CITY's jurisdiction.

C. Review for approval by Director OC Engineering / Chief Engineer or designee (hereinafter referred to as "COUNTY ENGINEER"), the final plans and special provisions as to design and construction features affecting the construction, operation and maintenance of PROJECT within COUNTY's jurisdiction.

D. Perform all of the administrative work of advertising for bids and awarding the construction contract to the lowest responsible bidder complying with all applicable provisions of the Public Contract Code and other applicable codes and ordinances. Prior to award of contract, COUNTY shall review bids and provide CITY written notice within fifteen (15) calendar days after receipt of documentation, if COUNTY opposes award of contract to lowest responsible and responsive bidder.

E. Verify that COUNTY's portion of the funding is in place prior to award. If, after bids are opened, it is determined that insufficient funds are available to construct PROJECT, COUNTY and CITY shall meet and confer to determine a course of action for PROJECT.

F. Be responsible for obtaining all necessary permits for PROJECT.

G. During the period of construction, have jurisdiction over the construction area including that portion within the CITY's jurisdiction for the purpose of the PROJECT construction and for no other purpose.

H. Not accept improvements under the contract for the PROJECT until the CITY ENGINEER approves, in writing, the construction as it affects the operations and maintenance of the portion of the PROJECT within CITY's jurisdiction and south of the Prima Deschecha Landfill.

I. Cause all consultants / contractors on the PROJECT to obtain general liability, motor vehicle liability and worker's compensation insurance in amounts and terms satisfactory to CITY. COUNTY shall also cause CITY to be named as an additional insured on insurance certificates and separate endorsements for all construction contracts related to the PROJECT construction. Copies of such certificates and endorsements shall be provided to the CITY prior to construction. The CITY's insurance requirements are as follows:

Contractor shall furnish to City a policy or certificate of liability insurance indicating compliance with the following minimum insurance requirements within ten (10) working days after Contractor's receipt of the Notice of Award and Contractor shall maintain such insurance in effect during the entire term of this Agreement:

A. Workers' compensation insurance as required under Section 7-4 of the Standard Specifications.

B. Comprehensive general liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

(1) Be issued by a good and solvent insurance company reasonably acceptable to the City which company holds a current policyholder's alphabetic and financial size category rating of not less than A VIII, according to the current Best's Key Rating Guide or a company of equal financial stability which is approved in writing by City's Risk Manager;

(2) Name and list on the Certificate of Insurance and the Endorsement as additional insureds the City and its officers, employees, and agents and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents (an endorsement shall accompany the insurance certificate naming such additional insureds);

- (3) Specify that it acts as primary insurance and that no insurance held or owned by City (or if applicable, the Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy of insurance may not be cancelled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) Cover the operations of Contractor pursuant to the terms of this Agreement; and
- (6) Be written on an occurrence and not a claims made basis.

Except as provided for in Subsection 6-10 of the Standard Specifications, Contractor shall save, keep, and hold harmless City, its officers, and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property; or a personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by Contractor, any of Contractor's employees or agents, or any subcontractor. City will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance except as provided for in Subsection 6-10.

J. Be responsible for the total cost of PROJECT construction and any approved extra work for that portion of PROJECT construction within COUNTY's and CITY'S jurisdiction.

K. Not withhold any approval or concurrence without good cause.

L. Issue a Notice to Proceed for Camino Del Rio by a date to be stipulated in Contract Special Provisions if necessary right-of-way, easements, and permits have been received. COUNTY shall begin construction of the Camino Del Rio component of the project no later than six months from the Notice of Completion for the La Pata Gap Closure segment, unless necessary right-of-way, easements, and permits have not been received, in which case COUNTY shall start construction of Camino Del Rio within one year of receipt of necessary right-of-way, easements, and permits for Camino Del Rio.

M. Maintain Storm Drain Line 6 that crosses La Pata Avenue at approximate Station 114+50, and Storm Drain Line 6-1 in perpetuity per Attachment "A" attached hereto. Maintain La Pata Avenue Improvements within the County Prima Deschecha Landfill Limits.

N. Maintain the areas that are cleared of vegetation within the City of San Clemente and assume the responsibility for the cleared areas until the road is completed and accepted by the CITY.

SECTION III

It is mutually understood by the parties hereto that:

A. CITY has fulfilled its financial obligation for PROJECT as follows:

<u>Source</u>	<u>Amount</u>
GMA 11 M1 Funding Program.....	\$240,000
Supplemental La Pata Fee Program	\$8,452,707
TOTAL.....	\$8,692,707

B. CITY inspectors shall communicate through COUNTY inspectors regarding any construction related issue in the CITY, and shall not communicate directly with Construction Contractor.

C. Pursuant to and in accordance with Section 8546.7 of the California Government Code, as this Agreement involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Agreement.

D. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY harmless from any liability imposed for injury, (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.

E. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully

indemnify, defend with counsel approved in writing by CITY, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.

F. The Parties agree that any agreement made by CITY for the work to be performed pursuant to this Agreement is made and entered into for the protection and benefit of COUNTY and CITY and their respective successors and assigns. As such, CITY agrees to identify COUNTY as a third party beneficiary in all such agreements entered into with contractors for the work performed pursuant to this Agreement. COUNTY's third party beneficiary rights shall include, but not be limited to COUNTY's right of enforcement against any contractor hired by COUNTY for work performed in the CITY's jurisdiction, and COUNTY shall have the right to enforce any agreement between COUNTY and its contractors for such work.

G. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Further, none of the parties to this Agreement shall be bound by any representation, warranties, promises, statements, or information unless expressly set forth herein.

H. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same Agreement, notwithstanding that all parties hereto are not signatories to the same or original counterpart. The parties hereto agree that this Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California.

I. The individuals executing this Agreement (the "Signatories") covenant that they have the legal power, right and authority to enter into this Agreement and to bind their respective principals/entities to the terms and conditions set forth herein. Furthermore, the Signatories covenant that all requisite action has been taken by their respective principals/entities in connection with the

entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby.

J. If any part of this Agreement is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

K. The failure of any Party to enforce against the other a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time.

L. This Agreement may be terminated by the COUNTY at any time without cause after (30) days written notice to CITY, provided that no construction agreements have been awarded. COUNTY has the right to terminate this Agreement for cause upon material breach of the CITY following a thirty (30) day period for cure and written notice of the breach by COUNTY provided that a breach can be cured; or for cause upon material breach of the CITY following written notice of the breach by COUNTY provided that a breach cannot be cured. A cure period that extends beyond the (30) thirty days specified above may only occur by written consent of the COUNTY provided that the cure begins immediately following notice of the breach and is diligently pursued until the cure is complete.

M. This Agreement may be terminated by the CITY at any time without cause after (30) days written notice to COUNTY, provided that no construction agreements have been awarded. CITY has the right to terminate this Agreement for cause upon material breach of the COUNTY following a thirty (30) day period for cure and written notice of the breach by CITY provided that a breach can be cured; or for cause upon material breach of the COUNTY following written notice of the breach by CITY provided that a breach cannot be cured. A cure period that extends beyond the (30) thirty days specified above may only occur by written consent of the CITY provided that the cure begins immediately following notice of the breach and is diligently pursued until the cure is complete.

N. During PROJECT construction, representatives of COUNTY and CITY will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and CITY's applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by PROJECT Resident Engineer. Should the City's Engineer

County Agreement D12-078
determine that CITY concern is not resolved in a reasonable time, he will seek resolution by CITY and COUNTY Chief Engineer. CITY and COUNTY engineer shall endeavor to expeditiously resolve issues so as not to adversely impact project implementation.

O. COUNTY shall prepare right-of-way documents for Talega Maintenance Corporation, Parcels 105, 105.1, 107, 107.1, and 107.2. CITY shall accept right-of-way.

P. Any Notice or other written instrument required or permitted by this Agreement to be given to either party shall be deemed received when either personally served or forty-eight (48) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows:

COUNTY: OC Public Works / OC Engineering
P.O. Box 4048
Santa Ana, CA 92702-4048
Attn: Director OC Public Works

CITY: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attn: City Manager

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the Mayor and attested by its Clerk, and COUNTY has caused this Agreement to be executed by its Chairman of the Board of Supervisors and attested by its Clerk, all thereunto duly authorized by Minute Orders of the City Council and the Board of Supervisors, respectively, on the date written opposite their signatures.

THE CITY OF SAN CLEMENTE,
A municipal corporation

Date: 1/25/2014

By: [Signature]
Tim Brown, Mayor

ATTEST:

Approved as to form:

[Signature]
Joanne Baade,
City Clerk of the Council

[Signature]
Jeffrey Goldfarb
City Attorney

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: 2-4-14

By: [Signature]
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF
THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]
Susan Novak
Clerk of the Board of Supervisors of
Orange County, California



By: [Signature]
Deputy



AGENDA REPORT
SAN CLEMENTE CITY COUNCIL MEETING
 Meeting Date: November 19, 2013

Attachment 2
 Agenda Item 1B
Approvals:
 City Manager [Signature]
 Dept. Head [Signature]
 Attorney [Signature]
 Finance [Signature]

Department: Public Works / Engineering Division 1B
Prepared By: Tom Frank, Transportation Engineering Manager

Subject: *APPROVE AGREEMENT FOR FUNDING, DESIGN, AND INSPECTION RELATED TO CONSTRUCTION OF THE LA PATA GAP CLOSURE AND CAMINO DEL RIO EXTENSIONS; AND NOISE MITIGATION APPROACH ASSOCIATED WITH THE EXTENSION OF CAMINO DEL RIO.*

Fiscal Impact: None. The Gas Tax budget for FY 2014 includes funds for the easement acquisition discussed in this report.

Summary: As further discussed below, staff requests City Council approval of a Memorandum of Understanding with the County of Orange for completion of the La Pata Gap Closure and Camino Del Rio Extension project, as well as use of a rubberized asphalt overlay to mitigate projected future noise increases associated with future projected traffic on Camino Del Rio, consistent with Mitigation Measure 4.4.7 of the certified project Environmental Impact Report (EIR).

Background: As the City Council is aware, the County of Orange is the lead agency for implementing the La Pata Gap Closure project, which also includes the extension of Camino Del Rio. As the lead agency, the County prepared an EIR pursuant to the California Environmental Quality Act (CEQA), and certified the EIR in 2011. As Responsible Agency under CEQA, the City accepted the EIR in 2011 and also authorized staff to enter into negotiations with the County to prepare a Memorandum of Understanding (MOU) for the design and construction of the project. Since that time, the County has prepared and finalized the detailed project design, which City staff has reviewed and which incorporates direction from the City Council (e.g. inclusion of striped bike lanes plus a separated bicycle/pedestrian path). The County has started permitting for the project, and City staff is coordinating with the County to obtain final easements needed for the project. On October 30, 2013, the County received three construction bids for the project, ranging from \$61.8 million to \$90.5 million. County staff is reviewing the bids and a construction contract could be presented to the County Board of Supervisors for approval in December. Construction could begin in early 2014 and will last about two years. The County's project manager will provide a brief presentation to the City Council at its November 19 meeting to update the Council on the County's current plan for completing the project.

Discussion: This report seeks City Council approval of a MOU for the construction and completion of the project and confirmation of the noise mitigation approach for Camino Del Rio. Staff will also proceed with acquiring final right-of-way and easements needed for the portion of the project within City limits.

Memorandum of Understanding

The proposed MOU identifies the roles and responsibilities for completion of the project, most notably that the County is responsible for obtaining all necessary permits, project design and construction, maintenance of all cleared areas until the roadways are completed, and ensuring that the City is named as an additional insured on insurance certificates for all construction contracts for the project. As to the City, the agreement also:

1. Confirms that the City has fulfilled its financial contribution obligations¹;
2. Requires the City to accept a temporary declaration of the right-of-way within the City limits as a temporary County road for the purposes of construction (to allow the County to construct the roadway within City limits);
3. Requires the City to, after project completion, accept ownership and responsibility for the portion of the project within City limits and south of the County Land Fill;
4. Confirms that the County will construct the Camino Del Rio portion of the project, which may be phased to occur after the La Pata portion; and
5. Requires the City to acquire necessary right-of-way for the portion of the project within City limits.

Staff is coordinating with the County to address comments provided by the City Attorney regarding workman's compensation and insurance requirements, indemnification, liability and material breach language, along with language addressing the timing of constructing Camino Del Rio. If the Camino Del Rio is not constructed with the initiate phase of the project, the agreement will include the following language addressing the timing for the constructing Camino Del Rio:

- COUNTY shall begin construction of the Camino Del Rio component of the project no later than six months from the Notice of Completion for the main La Pata Gap Closure segment, unless necessary right-of-way, easements and regulatory permits have not been received, in which case COUNTY shall start construction of Camino Del Rio within one year of receipt of necessary right-of-way, easements and permits for Camino Del Rio.

Noise Mitigation – Camino Del Rio

Among other potential project impacts, the certified EIR analyzed potential noise impacts resulting from construction of the project. With regard to the extension of Camino Del Rio, the EIR identified six locations along the existing portion of Camino Del Rio for which noise associated with the projected Year 2035 traffic volume would be slightly increased above the City's current exterior noise level standard of 65 decibels. The modeled increased noise levels ranged from 65.1 to 65.6 decibels. To mitigate this, the EIR identified either construction of sound barriers (4 feet high) the property line of the affected properties (see Attachment #1) or use of a rubberized asphalt overlay on the adjacent length of Camino Del Rio. Staff

¹ The City has contributed about \$8.7 million via contributions from Measure M Growth Management Area funds and the La Pata Fee Program.

recommends City Council approval on the use of a rubberized asphalt overlay to mitigate projected future noise increases associated with future projected traffic on Camino Del Rio. Use of rubberized asphalt pavement is consistent with current City practice, and rubberized asphalt is already planned to be used when Camino Del Rio comes due to pavement rehabilitation. It is important to note that the mitigation for projected future noise need only be accomplished before the Year 2035 projected traffic increases, but rehabilitation of the existing portion of Camino Del Rio will definitely occur before that time. Staff also recommends the rubberized asphalt mitigation approach because it would provide greater benefit to the adjacent community than construction of sound barriers on selected properties.

Right-of-Way/Easement Acquisition

Right-of-way certification is required for the project to comply with grant requirements and ensure the County has the legal right to work on the affected property. While the County is responsible for obtaining easements associated with the extension of Avenida La Pata, the City is responsible for obtaining the remaining right-of-way/easements needed for the extension of Camino Del Rio. While there is some right-of-way already dedicated for the Camino Del Rio extension, additional right-of-way and easements for temporary construction limits and roadway slopes will be needed. The affected property is owned by Laing Forster Ranch II, LLC which is currently in bankruptcy. To obtain required right-of-way and easements will require obtaining appraisals and legal and staff support. There are funds available in the approved Gas Tax budget for these anticipated expenses.

Recommended

Action:

STAFF RECOMMENDS THAT the City Council:

1. Approve a Memorandum of Understanding with the County of Orange for completion of the La Pata Gap Closure and Camino Del Rio Extension project subject to the approval by the City Attorney; and
2. Approve the use of a rubberized asphalt overlay to mitigate projected future noise increases associated with future projected traffic on Camino Del Rio, consistent with Mitigation Measure 4.4.7 of the certified project EIR.

Attachments: 1. Schematic showing locations identified for noise mitigation.

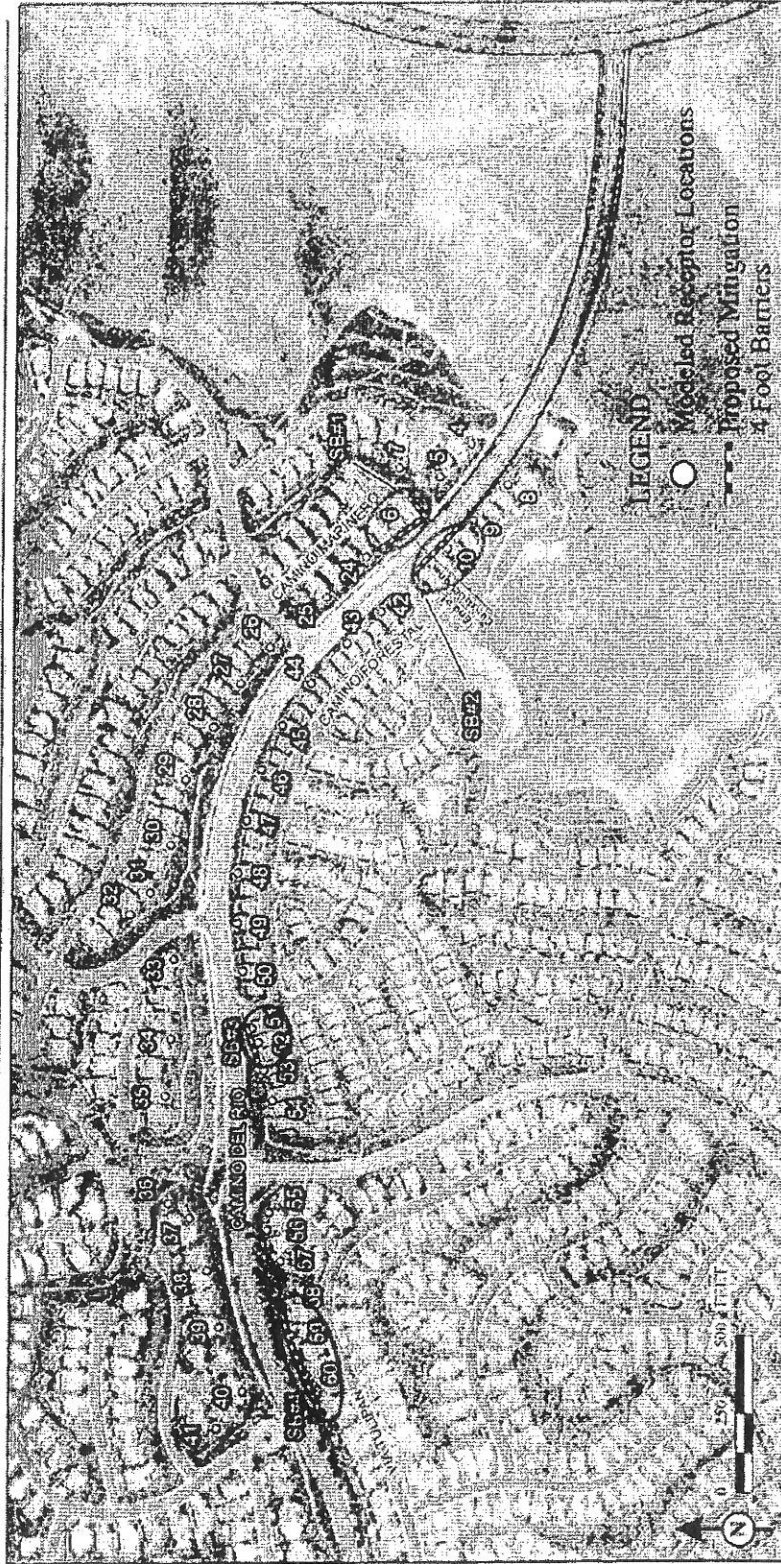
The proposed Memorandum of Understanding is available for review in the City Clerk's office.

Notification: None.

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**ATTACHMENT 1
LOCATIONS IDENTIFIED FOR NOISE MITIGATION**

Proposed Noise Mitigation



LSA
LOS ANGELES, INC.

