AMENDED
MEMORANDUM OF UNDERSTANDING
TO AMEND MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 15, 1992
WHICH SUPPLEMENTED MEMORANDUM OF AGREEMENT DATED MAY 21, 1965
CONCERNING MITIGATION FOR
STATE ROUTE 15 (40TH STREET CORRIDOR)

The State of California, Department of Transportation (State) proposes to improve a 2.2 mile segment of State Highway Route 15 through a portion of the City of San Diego (City) along the 40th Street corridor in an area known as the Mid-City Community.

A MEMORANDUM OF AGREEMENT (MOA) for this project was signed on May 21, 1985. This Memorandum of Understanding (MOU) will supplement and supersede any conflicting portions of the May 21, 1985 agreement to include the features of the 40th Street Project Strip Map, Attachment 1, of City Manager’s Report No. 92-198 issued June 11, 1992 (attached). Funding commitments, providing for the deposit of funds or specific work phases, will be covered by one or more separate cooperative agreements.

The following paragraphs include measures considered to satisfactorily mitigate the impacts of the project and City/State coordination details.

1. Federal funds of $5,000,000 from the Intermodal Surface Transportation Efficiency Act (ISTEA) will be used toward funding of bridge widenings and enhancements and possible park improvements.

2. $1,250,000 of non-federal funds must be available for match of the ISTE A demonstration funds. Every effort will be made by the State to obtain these funds from its own sources including from savings identified in project design. If State funds are not available for match, City funds from the Redevelopment Agency will be used.

3. By Council resolution on June 22, 1992, the City committed up to $2.5 million; and on August 4, 1992, the Council voted to commit an additional $2.5 million in redevelopment funds to provide for additional bridge widenings (see item #18 below). By Council action on August 9, 1993 the above $5,000,000 was withdrawn from this project due to lack of funds.
4. The City will develop and furnish sufficient conceptual park designs and secure local community reviews so that grading and development features to be included in the Caltrans contracts will conform to the City's ultimate plan of use. The City will operate and maintain all park facilities.

5. Staff from the City, MTDB, and Caltrans will meet regularly with representatives from the Route 15 Construction Oversight Committee during the design and construction process to discuss proposed design for transit, structures, parks and city streets.

6. Caltrans will design and administer contracts for all project features and will regularly review the details of any features that are of special interest to the city and community with such City staff members and representatives from the Route 15 Construction Oversight Committee, or others that the City might designate. As a minimum, revisions will occur when plans are conceptual, 50%, and 90% complete. Caltrans will respond as appropriate to any comments received from the City. City standards will govern in those cases where the features will be relinquished to and maintained by the City. Examples of such features would include bike ways, transit, bridge enhancements and all park facilities and City street modifications, connections and transitions to city streets and landscaping or special signs on city streets. Caltrans will abide by the Streets and Highway Code. Structures and enhancements will meet or exceed the standards already established for the Wightman Street and Adams Avenue crossings in the Cooperative Agreement for Stage I signed December 9, 1991.

7. As much as practical and economically feasible as mutually determined by Caltrans and the City, Caltrans shall save existing palm trees to be displaced from the freeway corridor and replant them in the project area or within the same local communities. Caltrans will take the necessary steps to remove, store, and successfully replant the tree. The City's landscape architect will assist Caltrans in choosing replanting locations.

8. Caltrans will secure funding for a landscaping project(s to begin planting within 3 months following construction. Such funds are allocated by the California Transportation Commission. In addition to the requirements specified in: Article 8 of the May, 1985 MOA, Caltrans will provide planting densities which exceed by 30% what is considered standard highway planting ($20,500 January 1, 1991 base estimate). Ground covers and/or shrub ground cover will cover the entire planting area. Shrubs will be planted at densities equivalent to those specified for container stock.
in the Land Development Ordinance. In addition to the emphasis on trees at the top of slopes, trees will be interspersed throughout the planting areas. Overhead watering for irrigation will be provided where appropriate. The landscape contractor will be responsible for landscape maintenance and the replacement of all injured and dead plants as determined by Caltrans in consultation with City for a period of one year after plant installation.

In recognition of City's request for above standard highway planting, and in lieu of City sharing in cost of added highway planting water costs, City desires to designate $40,000 of the ISTEA demonstration funds to the cost of the above landscaping project(s).

9. The City will secure slope, grading and drainage rights, and environmental clearance necessary for the STATE to place embankment in the ravine area northwest of Park de la Cruz if the City agrees that this would be desirable.

10. In addition to the work specified in Article 3 of the May 1985 MOA, Caltrans will perform the same type of park construction, install and relocate utilities and install lighting on the block of cover as well as the two park areas mentioned.

11. All water, water meter installations, and meter capacity charges for planted areas in parks, enhanced areas on structures and along city streets on the street side of walls or fences will be furnished by the City. Irrigation lines for such areas will not be connected through State meters. If reclaimed water becomes available in the future in a main along the Route 15 corridor, this water could be used for the irrigation needs inside and outside the freeway right of way. Irrigation systems will be designed to accommodate future reclaimed water.

12. The term "planting" in item 3 of the 1985 Memorandum of Agreement is clarified to include trees, shrubs, ground cover, grass, and overhead irrigation where appropriate as shown on the approved Park General Development Plans.

13. The block of cover will be graded with three feet (average depth) of soil that will be terraced or tapered to conform to the adjacent street elevations as the City may determine to be most appropriate. Soil may be graded to five-foot depth at spot locations for purposes of tree planting. Any future use, other than for public park purposes, would be subject to the stipulations in Article 4 of the May 1985 MOA.
14. The State will design, acquire the necessary property rights, install irrigation and plants along walls on street side and construct sidewalks, cul-de-sacs and parking areas on Central Avenue, Terrace Drive and 40th Street as shown on Attachment 1, of City Manager's Report No. 92-198 issued June 11, 1992. Planting will be designed so that people cannot be concealed and design will conform to the City Landscape Ordinance.

15. The State will also acquire the necessary property rights and construct improvements to widen and provide right turn lanes on University Avenue approaching the freeway on-ramps a minimum of 150 feet east and west of the ramps. The State will alleviate the effects of ramp metering on local streets and provide funding for alleviation measures.

The City will notify State in writing if ramp metering at University Avenue, El Cajon Boulevard, and Adams Avenue on ramps are projected to cause level of service "F" on the city streets. State will submit corrective measures for City's review and will apply for the necessary funds from statewide allocation in time to implement corrective measures before the projected problem occurs.

16. Overcrossing structures at University, Orange, El Cajon, Meade and the deck at Polk Avenue will accommodate without structural modifications any future undergrounding of existing aerial utilities. The Wightman structure is designed to accommodate these utilities.

17. The City and Caltrans will use their best efforts to provide for non-motorized access from Adams Avenue to Camino del Rio South within the Route 15 corridor. Caltrans will prepare a feasibility study and estimate of approximate cost for funding consideration by City and other agencies.

The City to investigate the feasibility with SANDAG of providing a bikeway from Park del a Cruz to Adams Avenue. Caltrans will cooperate on the investigation as to the use of 40th Street, Central Avenue, and/or Terrace Drive or other areas in the corridor that may be available for bicycle use by redesign of retaining walls for the bikeway.

18. The sidewalk and widened areas outside the face of curbs on the following structures will be funded using $5,000,000 federal demonstration grant funds, $1,250,000 non-Federal matching funds and state funds:


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>WIDTH OUTSIDE OF SOUTH CURB TO BE FUNDED BY:</th>
<th>WIDTH OUTSIDE OF NORTH CURB TO BE FUNDED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STATE</td>
<td>DEMO &amp; MATCH</td>
</tr>
<tr>
<td>UNIVERSITY AVENUE</td>
<td>8.0'</td>
<td>47.0'</td>
</tr>
<tr>
<td>ORANGE AVENUE</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>EL CAJON BOULEVARD</td>
<td>10.0'</td>
<td>45.0'</td>
</tr>
<tr>
<td>MEADE AVENUE</td>
<td>5.0'</td>
<td>10.0'</td>
</tr>
</tbody>
</table>

In addition to the bridge widenings, demonstration and matching funds will be used for additional enhancements along Wightman Street, University Avenue, Orange Avenue, El Cajon Boulevard, Meade Avenue, and Adams Avenue.

19. Any commercial use of widened structures will be subject to CTC approval including air rights lease payments.

20. State will offer City first refusal for purchase of excess property not needed for highway purposes that is independently developable. Property will be offered at fair market value.

21. The State having previously provided the Metropolitan Transit Development Board (MTDB) with a similar statement, also assures the City that, should MTDB adopt a future Light Rail Transit (LRT) or express bus system along SR-15, it shall be accommodated in the median, including the area beneath the Wightman Street and Adams Avenue structures, without reducing the number of freeway lanes. This assurance is based on the LRT design criteria supplied to the State by MTDB staff and confirmed for its adequacy by State in coordination with City staff. Conditions to accommodate the LRT include the potential re-striping of lanes and/or shoulders and an upgrading of equipment to operate on the 6.3% grade north of Adams Avenue or else the construction of elevated structures approaching Mission Valley. In the design of University Avenue and El Cajon Boulevard overcrossings State will construct the structures to provide for the future need of elevators and/or escalators and/or stairs for light rail or bus transit access and will ensure they are not precluded from future construction including provisions for future utilities on widened structures.
22. Caltrans will design and build off ramps at University Avenue and El Cajon Boulevard to accommodate dedicated bus lanes and platforms in addition to automobile lanes as requested by MTDE. The bus lanes and platforms will be located between regular ramp lanes.

23. State will coordinate its landscaping and enhancement plans with the design projects currently underway on University Avenue, El Cajon Boulevard, and Adams Avenue, with the respective Business Improvement Association. State will ensure that the freeway corridor is consistent with the Mid-City Community Plan and Neighborhood Element through consultation with the appropriate recognized Planning Groups.

24. Caltrans will prepare cooperative agreements defining more specifically the responsibilities and costs of both parties for each phase of work requiring the expenditure of funds or staff services by Caltrans.

25. State and City will work with SR-15 construction oversight committee to discuss subjects raised by the community. Recommendations which resolve these subjects shall be considered for incorporation into either the Cooperative Agreement or an amendment to the Memorandum of Understanding as appropriate.

26. State will consider and discuss with City staff City's request for freeway signs informing freeway users of various business districts. Consideration and discussions will not occur until State's design of freeway signing commences, estimated to occur in late 1993.

27. State agrees to accept control of and maintain those portions of park deck found not safe for park purposes by an independent air quality study to be funded by the STATE, said study to be done within six months of time all freeway lanes are opened to traffic.

28. It is the State's desire and intent to have this State Route 15 freeway construction project open to traffic by the end of calendar year 1998.

29. Neither STATE 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 Memorandum of Understanding. It is also agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold STATE 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Memorandum of Understanding.

30. 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Memorandum of Understanding. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Memorandum of Understanding.

It is understood that the provisions and conditions outlined above are subject to fund, budget, and project approvals by the CTC, the City Council, the Redevelopment Agency of the City of San Diego and the Federal Highway Administration with review by the Construction Oversight Committee.

EXECUTED:
STATE OF CALIFORNIA

By: [Signature] 8-30-93
Acting
District Director

CITY OF SAN DIEGO

By: [Signature] 8-17-93
JACK MCGROH
City Manager

Approved as to form and legality this AUG 09 1993 day of

, 1993.

JOHN W. WITT
City Attorney

By

282487
RESOLUTION NUMBER R-282487
ADOPTED ON AUG 9 1993

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an Amended Memorandum of Understanding to Amend a Memorandum of Understanding Dated September 15, 1992, which Supplemented a Memorandum of Agreement Dated May 21, 1985 Concerning Mitigation for State Route 15 (40th Street Corridor), with the State of California, Department of Transportation, to define responsibilities regarding bridge, deck, and freeway enhancements on State Route 15 in Mid-City, under the terms and conditions set forth in the Amended Memorandum of Understanding on file in the office of the City Clerk as Document No. RR-282487

APPROVED: JOHN W. WITT, City Attorney

By

John K. Ries
Deputy City Attorney

JKR:pv
07/20/93
Or.Dept:E&D
R-94-111
Form-r.aauagr

-PAGE 1 OF 1-
Passed and adopted by the Council of The City of San Diego on **AUG 09 1993** by the following vote:

**YEAS:**
- HARTLEY, STEVENS, BEHR, STALLINGS, MCCARTY, VARGAS, MAYOR GOLDFING

**NAYS:**
- NONE.

**NOT PRESENT:**
- WOLESHEIMER, ROBERTS.

**AUTHENTICATED BY:**

SUSAN GOLDFING  
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(SEAL)

By: MARY CEPEDE, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-28248.7, passed and adopted by the Council of The City of San Diego, California on **AUG 09 1993**

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(SEAL)

By: MARY CEPEDE, Deputy
9/2/97 en.

A copy.

Filed Returned the Day Only. Keeping

Date 3 - Michael Dean X6997
cc: Auditor - KS 70

City.

Recommendation on State Route 15 in Mid.

Regarding bridge, deck and freeway
Transportation to define responsibilities
State of California, Department of
1985 concerning mitigation for State
a Memorandum of Agreement dated May 21,
dated September 15, 1992 which supplemented
A new Memorandum of Understanding to
Amended Memorandum of Understanding to

M 127J)

SAN DIEGO, CALIFORNIA
OFFICE OF THE CITY CLERK
FILED August 9, 1993

DOCUMENT NO. RZ-282487
MEMORANDUM OF UNDERSTANDING

To Supplement MEMORANDUM OF AGREEMENT Dated May 21, 1985
Concerning Mitigation for
State Route 15 (40th Street Corridor)

The State of California, Department of Transportation (State) proposes to improve a 2.2 mile segment of State Highway Route 15 through a portion of the City of San Diego (City) along the 40th Street corridor in an area known as the Mid-City Community.

A MEMORANDUM OF AGREEMENT (MOA) for this project was signed on May 21, 1985. This Memorandum of Understanding (MOU) will supplement and supersede any conflicting portions of the May 21, 1985 agreement to include the features of the revised Exhibit "A" Freeway Agreement map. Funding commitments, providing for the deposit of funds for specific work phases, will be covered by one or more separate cooperative agreements.

The following paragraphs include measures considered to satisfactorily mitigate the impacts of the project and City/State coordination details.
1. Federal funds of $5,000,000 from the Intermodal Surface Transportation Efficiency Act (ISTEA) will be used toward funding of bridge widenings and enhancements and possible park improvements.

2. $1,000,000 of non-federal funds must be available for a 20% match of the ISTEA demonstration funds. Every effort will be made by the State to obtain these funds from its own sources. If State funds are not available for the 20% match, City funds from the Redevelopment Agency will be used.

3. By Council resolution on June 22, 1992, the City committed up to $2.5 million; and on August 4, 1992, the Council voted to commit an additional $2.5 million in redevelopment funds to provide for additional bridge widenings (see item #18 below).

4. The City will do sufficient conceptual park designs and secure local community reviews so the grading and other features to be included in the Caltrans contracts will conform to the City's ultimate plan of use. The City will operate and maintain all park facilities.

5. Staff from the City and Caltrans will meet periodically with representatives from the community during the design and construction process to discuss proposed design for structures, parks and city streets.
6. Caltrans will design and administer contracts for all project features and will periodically review the details of any features that are of special interest to the City with such City staff members and representatives from the community, or others that the City might designate. As a minimum, reviews will occur when plans are 50% and 90% complete. Caltrans will respond as appropriate to any comments received from the City. City standards will govern in those cases where the features will be relinquished to and maintained by the City. Examples of such features would include bridge enhancements and all park facilities and City street modifications, connections and transitions to City streets and landscaping or special signs on City streets. Caltrans will abide by the Streets and Highway Code. At a minimum structures and enhancements will meet the standards already established for the Wightman Street and Adams Avenue overcrossings in the Cooperative Agreement for Stage I signed December 9, 1991.

7. As much as practical and economically feasible as mutually determined by Caltrans and the City, Caltrans will save existing palm trees to be displaced from the freeway corridor and replant them in the project area or within the same local communities. Caltrans will take the necessary steps to remove, store and successfully replant the trees. The City's landscape architect will assist Caltrans in choosing replanting locations.
8. Special efforts will be made by Caltrans to secure funding for a landscaping project(s) to begin planting within 3 months following construction. Such funds are allocated by the California Transportation Commission. In addition to the requirements specified in Article 8 of the May, 1985 MOA, Caltrans will provide planting densities which exceed by 30% what is considered standard highway planting ($20,500 January, 1991 base estimate). Ground covers and/or shrub ground cover will cover the entire planting area. Shrubs will be planted at densities equivalent to those specified for container stock in the Land Development Ordinance. In addition to the emphasis on trees at the top of slopes, trees will be interspersed throughout the planting areas. Overhead watering for irrigation will be provided where appropriate. The landscape contractor will be responsible for landscape maintenance and the replacement of all injured and dead plants as determined by Caltrans in consultation with City for a period of one year after plant installation.

In recognition of City's request for above standard highway planting, and in lieu of City sharing in cost of added highway planting water costs, City agrees to contribute $400,000 to the cost of the above landscaping project(s).

9. The City will secure slope, grading and drainage rights, and environmental clearance necessary for the STATE to place embankment in the ravine area northwest of Park de la Cruz if
the City agrees that this would be desirable. A City conceptual decision is necessary by November 1, 1992 with final formal decisions and clearances by May 1, 1993.

10. In addition to the work specified in Article 3 of the May 1985 MOA, Caltrans will perform the same type of park construction, install and relocate utilities and install lighting on the block of cover as well as the two park areas mentioned.

11. All water, water meter installations, and meter capacity charges for planted areas in parks, enhanced areas on structures and along city streets on the street side of walls or fences will be furnished by the City. Irrigation lines for such areas will not be connected through State meters. If reclaimed water becomes available in the future in a main along the Route 15 corridor, this water could be used for the irrigation needs inside and outside the freeway right of way. Irrigation systems will be designed to accommodate future reclaimed water.

12. The term "planting" in item #3 of the 1985 Memorandum of Agreement is clarified to include trees, shrubs, ground cover, grass, and overhead irrigation where appropriate as shown on the approved Park General Development Plans.

13. The block of cover will be graded with three feet (average depth) of soil that will be terraced or tapered to conform to
the adjacent street elevations as the City may determine to be most appropriate. Soil may be graded to five-foot depth at spot locations for purposes of tree planting. Any future use, other than for public park purposes, would be subject to the stipulations in Article 4 of the May 1985 MOA.

14. The State will design, acquire the necessary property rights, install irrigation and plants along walls on street side and construct sidewalks, cul-de-sacs and parking areas on Central Avenue, Terrace Drive and 40th Street as shown on the revised Exhibit "A" Freeway Agreement map. Planting will be designed so that people cannot be concealed and design will conform to the City Landscape Ordinance.

15. The State will also acquire the necessary property rights and construct improvements to widen and provide right turn lanes on University Avenue approaching the freeway on-ramps a minimum of 150 feet east and west of the ramps. The State will alleviate the effects of ramp metering on local streets and provide funding for alleviation measures.

16. Overcrossing structures at University, Orange, El Cajon, Meade and the deck at Folk Avenue will be designed to accommodate any future undergrounding of aerial utilities. The Wightman structure is designed to accommodate these utilities.
17. The City and Caltrans will use their best efforts to provide for non-motorized access from Adams Avenue to Camino del Rio South within the Route 15 corridor. Caltrans will prepare a feasibility study and estimate of approximate cost for funding consideration by City and other agencies.

18. The sidewalk and widened areas outside the face of curbs on the following structures will be funded using $5,000,000 federal demonstration grant funds, $1,000,000 20% matching funds, $5,000,000 city funds, and state funds:

<table>
<thead>
<tr>
<th>Location</th>
<th>Width Outside of South Curb to be Funded by:</th>
<th>Width Outside of North Curb to be Funded by:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State</td>
<td>Demo &amp; Match</td>
</tr>
<tr>
<td>University Ave</td>
<td>8.0'</td>
<td>87.0'</td>
</tr>
<tr>
<td>Orange Ave</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>El Cajon Blvd</td>
<td>10.0'</td>
<td>5.0'</td>
</tr>
<tr>
<td>Meade Avenue</td>
<td>5.0'</td>
<td>10.0'</td>
</tr>
</tbody>
</table>

In addition to the bridge widenings, demonstration and matching funds will be used for additional enhancements along Wightman Street, University Avenue, Orange Avenue, El Cajon Boulevard, Meade Avenue, and Adams Avenue.
19. Any commercial use of widened structures will be subject to CTC approval including air rights lease payments.

20. Certain portions of bridges will be widened with City funds. These segments could be developed with revenue-producing uses, subject to approval of the CTC. Subject to CTC approval any revenues resulting from such uses may be used at the City's discretion.

21. State will offer City first refusal for purchase of excess property not needed for highway purposes that is independently developable. Property will be offered at fair market value.

22. The State having previously provided the Metropolitan Transit Development Board (MTDB) with a similar statement, also assures the City that, should MTDB adopt a future Light Rail Transit (LRT) system along SR-15, it could be accommodated in the median, including the areas beneath the Wightman Street and Adams Avenue structures, without reducing the number of freeway lanes. This assurance is based on the LRT design criteria supplied to the State by MTDB staff and confirmed for its adequacy by State in coordination with City staff. Conditions to accommodate the LRT include the potential re-stripping of lanes and/or shoulders and an upgrading of equipment to operate on the 6.3% grade north of Adams Avenue or else the construction of elevated structures approaching Mission Valley. In the design of University Avenue and El
Cajon Boulevard overcrossings State will accommodate the potential future need of elevators and/or escalators and/or stairs for light rail or bus transit access and will ensure they are not precluded from future reasonable construction.

23. Caltrans will design and build off ramps at University Avenue and El Cajon Boulevard to accommodate dedicated bus lanes and platforms in addition to automobile lanes if requested by MTDB.

24. State will coordinate its landscaping and enhancement plans with the City Heights and El Cajon Boulevard Business Improvement Associations and ensure consistency with the community plans adjacent to the freeway corridor.

25. Caltrans will prepare cooperative agreements defining more specifically the responsibilities and costs of both parties for each phase of work requiring the expenditure of funds or staff services by Caltrans.

26. State and City will work with representatives from the community to discuss subjects raised by the community. Recommendations which resolve these subjects shall be considered for incorporation into either the Cooperative Agreement or an amendment to the Memorandum of Understanding as appropriate.
It is understood that the provisions and conditions outlined above are subject to fund, budget, and project approvals by the CTC, the City Council, the Redevelopment Agency of the City of San Diego and the Federal Highway Administration.

EXECUTED:

STATE OF CALIFORNIA

By: STUART MARVEY
Acting District Director

CITY OF SAN DIEGO

By: JACK MCCABY
City Manager

Approved as to form and legality this 15th day of August, 1992.

JOHN W. WITT
City Attorney

By
RESOLUTION NUMBER R-280479
ADOPTED ON AUG 04, 1992

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Memorandum of Understanding with Caltrans, to define responsibilities regarding bridge, deck and freeway enhancements on State Route 15 in Mid-City, under the terms and conditions set forth in the Memorandum of Understanding on file in the office of the City Clerk as Document No. RR_280479.

APPROVED: JOHN W. WITT, City Attorney

By John K. Riess
Deputy City Attorney

JKR:pev
07/27/92
Or. Dept:E&D
R-93-187
Form=r.augr

-PAGE 1 OF 1-
Passed and adopted by the Council of The City of San Diego on Aug. 4, 1992 by the following vote:

YEAS: Roberts, Hartley, Stevens, Behr, Stallings, Mayor O'Connor.

NAYS: Filner.

NOT PRESENT: Wolfsheimer, McCarty.

AUTHENTICATED BY:

MAUREEN O’CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL) By: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-280479, passed and adopted by the Council of The City of San Diego, California on Aug. 4, 1992.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL) By: Rhonda R. Barnes, Deputy
MEMORANDUM OF AGREEMENT
Concerning Mitigation for
State Route 15 (40th Street Corridor)

The State of California, Department of Transportation (State) proposes to improve a 2.2 mile segment of State Highway Route 15 through a portion of the City of San Diego (City) along the 40th Street corridor in an area known as the Mid-City Community. While this highway improvement project (the project) is needed to accommodate projected traffic in the region, significant adverse impacts to the Mid-City community could result unless they are properly mitigated. These impacts involve the issues of community cohesion, physical separation, visual intrusion and noise.

The following paragraphs describe proposed major design features, right of way disposition plans and improvement responsibilities associated with the project. These measures are considered to satisfactorily mitigate the impacts of the project. The Final Environmental/Section 4(f) Statement prepared by the State (approved in 1975) and the recent Environmental Study summarize how the potentially significant adverse impacts are to be avoided.

1. A primary goal in the development of the Freeway is to cover the eight blocks between Adams and Landis, subject to the availability of funding. The State, in accordance with this Mitigation Agreement, commits itself as of this date to provide for the cover of the block between Polk and Orange Avenues. The City, in accordance with this Agreement, commits itself to provide for the cover of one additional block. Additional State and Federal funding will be vigorously pursued for the cut and cover of the remaining blocks other than the State
block prior to the completion of design. Local fund sources will be pursued, consisting of potential tax increments flowing from the establishment of a redevelopment project area, possible allocation of capital improvement funds, and lease revenues that might be derived from private development of the cover.

2. The State will design the project in such a manner that any amount of freeway cover between Landis Street and Adams Avenue is not precluded. The detailed design phase will extend over a 36 month period after the Freeway Agreement is executed. The design will be kept "open" for additional areas of freeway cover for 18 months after the Freeway Agreement is executed. During the period between 18 months and 36 months after execution of the Freeway Agreement, additional cover may still be added if the concept is known and the State is so advised, pending conclusion of final details.

During the design phase of the project, the State shall periodically review the details of the project design with the City and respond as appropriate to suggested modifications.

3. The State will grade the fill in Park de la Cruz and the Adams Avenue loop area to City specifications. Planting, irrigation facilities, paved pathways and parking areas will also be included in the project. The State, subject to such terms and conditions as may be set by the California Transportation Commission (CTC), will offer to quit-claim such rights as it has in the Adams Avenue loop area to the City.
4. The State will offer to the City development rights for park or other public use of air space above any blocks covered with a deck. Such use must be in accord with then current laws and will be subject to approval of the CTC. Any proposed private residential or commercial use of airspace will also be subject to CTC approval.

Certain segments of cover may be constructed with City and/or private funding sources. These segments could be developed with revenue-producing uses, subject to approval of the CTC including, but not limited to, commercial and residential development. Any revenues resulting from such uses may be utilized to amortize the costs incurred in constructing the cover. It is recognized that such an approach will be subject to CTC approval and may require special legislation.

5. The State will, subject to such terms and conditions as may be set by the CTC, offer to convey to the City fee title to any small excess remainder parcels bounded by the freeway slopes and 40th Street or Central Avenue between Landis Street and Adams Avenue. The parcels may be included in the streets rights of way or used as small park-like public areas.

6. The State will construct pedestrian overcrossings at or near Landis Street and Monroe Avenue.

7. The State will construct noise barriers at locations where they are warranted under current policies. The design details of size, location and type will be subject to mutual agreement between the State and the City. Noise barriers may include landscaped mounds, walls or other approved attenuation techniques. The selection of
specific techniques will be based in large part upon the objective of creating a "soft" interface between the freeway and the surrounding community which protects and enhances the community's design character.

The State will conform to the requirements of Section 216 of the Streets and Highways Code relative to control of freeway noise as it would apply to schools in the area. Negotiations with the San Diego Unified School District will begin shortly after a Freeway Agreement is executed. Qualified consultants or state employees in the fields of acoustics, air quality and traffic, selected or approved by the School District and funded by Caltrans, shall provide recommendations of appropriate architectural and/or mechanical measures for consideration and approval by the School District and Caltrans in order to satisfactorily resolve the following concerns related to the completed Freeway project and its construction phase.

A) Control of noise within the buildings and on the school playground from the Freeway as well as Central Avenue traffic.

B) Air quality within and around the school.

C) Traffic and Circulation relative to safe access to the school.

D) Location of the cut and cover.

8. The State will revegetate the manufactured slopes with appropriate groundcovers, shrubs and trees in accordance with a plan that is jointly prepared with the City.
Trees will be placed throughout the revegetated areas with particular emphasis on large trees along the tops of slopes to better screen the surrounding community between Landis Street and Adams Avenue.

The funding of the landscape improvement shall be available such that the work can immediately follow the freeway construction.

The State will, to the extent feasible, sign and direct truck traffic to the I-805 facility as an alternative to Route 15 through Mid-City.

It is understood that the provisions and conditions outlined above are subject to fund, budget, and project approvals by the CTC, the City Council and the Federal Highway Administration. It is also understood that the freeway project will not proceed if for any reason the mitigation measures by Caltrans as outlined above in Items 1 through 9 inclusive cannot be implemented.

EXECUTED:

STATE OF CALIFORNIA

By J. O. Grasberger  
Acting District Director  
5-21-85  
Date

CITY OF SAN DIEGO

By Deputy City Manager  
5-21-85  
Date

Approved as to form and legality

this day of , 19.

JOHN W. WITT, City Attorney  
Deputy City Attorney

R-263173
RESOLUTION NUMBER R-263173
ADOPTED ON MAY 14, 1985

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a revised mitigation agreement with the State of California, Department of Transportation, for Route 15, which agreement sets forth the specific mitigation measures to be provided by the State of California, Department of Transportation as a part of the construction of Route 15, under the terms and conditions set forth in the Revised Mitigation Agreement on file in the office of the City Clerk as Document No. RR-263173.

APPROVED: John W. Witt, City Attorney

By John K. Riess
Deputy City Attorney

JKR:mem:222
4/19/85
REV-1:5/21/85
Or.Dept:E&D
R-85-1973 REV-1
Form=r.auagr
Passed and adopted by the Council of The City of San Diego on
May 14, 1985 by the following votes:

YEAS: Cleator, McColl, Jones, Struiksma, Gotch, Murphy,
Hedgecock.

NAYS: Martinez.

NOT PRESENT: Mitchell.

AUTHENTICATED BY:

ROGER HEDGECOCK
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

By ELLEN BOVARD
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 263173 passed and adopted by
the Council of The City of San Diego, California, on MAY 14 1985.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By Ellen Bovard
Deputy

(Rev. 5/83)
bb