

CITY OF OAKLAND
AGENDA REPORT

OFFICE OF THE CITY CLERK
1010

2006 MAY 09 PM 9:32

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Public Works Agency
DATE: May 9, 2006

RE: A Progress Report on Caltrans Maintenance Activities in the City Of Oakland

SUMMARY

The City of Oakland and the California Department of Transportation (Caltrans) have had an ongoing relationship regarding maintenance activities performed on state roads and highways that criss-cross Oakland. Traditionally, blighted conditions, illegal dumping, graffiti and overgrown vegetation on Caltrans property have been handled on a case-by-case basis between the two agencies. Both agencies recognized the need for a more structured relationship that would improve communication, coordination and cooperation. In December 2005 the City of Oakland and Caltrans signed a Letter of Understanding (LOU) (Exhibit A) which formalizes the structure for inspection and maintenance of the Caltrans property in Oakland. The LOU aims to maximize the clean-up activities by Caltrans within Oakland while recognizing the limited public resources that are available. This progress report to the City Council is the first of four semi-annual reports provided for by the LOU. After the first two years, the reports to Council will be provided annually.

FISCAL IMPACT

This is an informational progress report only; therefore there is no fiscal impact.

BACKGROUND

For many years, the City as well as Oakland residents have requested that Caltrans perform timely repairs to fences and guardrails and remove waste and debris that regularly accumulate on Caltrans properties located throughout Oakland. In the fall of 2004 and summer of 2005 the City sent notices and photographs to Caltrans requesting abatement of specific blighted conditions. City staff contends that some of the conditions were abated and others were not. When it became apparent that Caltrans properties were not being cleaned in a timely manner, City Attorney John Russo, with the concurrence of City Council President Ignacio De La Fuente, filed a public nuisance action against Caltrans on August 8, 2005. On December 21, 2005, as a result of the filed action, Caltrans signed a ten-year monitoring and maintenance commitment with the City of Oakland. This Letter of Understanding (LOU) includes the following provisions:

- ◆ Caltrans and Oakland will establish a joint working group to meet monthly to discuss, coordinate, prioritize and strategize Caltrans clean up activities in Oakland
- ◆ Caltrans will submit monthly maintenance records of their work in Oakland

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Caltrans has taken immediate action to remove combustible material around parcels in the Wildfire Prevention Assessment District that were under direct threat of fire damage. Caltrans partnered with the City to spruce up areas around the Coliseum prior to opening day for professional sports teams, and the NACAA basketball tournament (March Madness). Routine maintenance such as street sweeping, graffiti removal, fence repair, and litter removal has also been performed in a timely manner. In addition, Caltrans' Adopt-A-Highway program has 20 volunteer groups that pick up litter in Oakland. This has reduced the complaints of unsightly trash along the freeway.

The second semi-annual Progress Report to the City Council in October 2006 and each subsequent report will include information regarding overall staff hours and cost to the Caltrans Department for maintenance efforts in each of the top 25 most populated cities in Caltrans District 4.

The Progress Report for July through December 2005 is attached in Exhibit B. The report highlights the following accomplishments:

- ◆ Right-of-way swept – 1600 miles
- ◆ Overgrown vegetation removed – 25 acres pruned
- ◆ Graffiti removed – 60,275 square feet cleaned
- ◆ Fencing repaired – 1900 linear feet
- ◆ Homeless removal – 50+ sites cleared
- ◆ Adopt-A-Highway – 1100 bags of trash
- ◆ Weed abatement – 4 vacant lots cleaned

The attached Exhibit C (March 2006) is an example of the Caltrans Monthly Report defined in the LOU, which will be summarized in the October 2006 staff report.

Staff believes that Caltrans has demonstrated an improved commitment to work collaboratively with the City by responding to and abating blight throughout Oakland in a timely manner.

SUSTAINABLE OPPORTUNITIES

Economic: The involvement of Caltrans staff in litter and debris removal and beautification will improve the physical appearance of the City of Oakland and will help stimulate economic growth, retain business, and promote civic pride.

Environmental: Removal of dumped materials and litter will lessen the amount of debris that enters the storm drain system polluting our creeks and waterways.

Social Equity: Enhancement of communication and coordination between the City and Caltrans will improve the appearance of the City and enhance the overall living conditions and safety of all Oakland residents.

DISABILITY AND SENIOR CITIZEN ACCESS

The decreased amount of litter and increased beautification will improve the quality of life and safety for the disabled and senior citizens.

ACTION REQUESTED OF THE CITY COUNCIL

No action is requested since this is a progress report.

Respectfully submitted,



RAUL GODINEZ II, P.E.
Director, Public Works Agency

Reviewed by:

Brooke A. Levin
Assistant Director, Public Works Agency
Department of Facilities & Environment

Prepared by:

David Ferguson
Operations Manager, Public Works Agency
Keep Oakland Clean and Beautiful Division
Department of Facilities & Environment

APPROVED AND FORWARDED TO
THE PUBLIC WORKS COMMITTEE:



OFFICE OF THE CITY ADMINISTRATOR

Attachments:

- Exhibit A – Oakland-Caltrans Letter of Understanding (LOU)
- Exhibit B – Caltrans Progress Report July – December 2005
- Exhibit C – Monthly Progress Report March 2006

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May 9, 2006

DEPARTMENT OF TRANSPORTATION

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P. O. BOX 23360
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PHONE (510) 286-5900
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ORIGINAL



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Exhibit "A"

LETTER OF UNDERSTANDING

This is a Letter of Understanding ("LOU") by and between the State of California, acting by and through the Department of Transportation ("Department") and the City of Oakland ("City"), collectively referred to herein as "the Parties".

By this LOU, the Parties seek to improve communication, coordination and cooperation between the Parties with respect to ongoing property inspection and clean-up in order to maximize limited public resources.

By this LOU, the Parties acknowledge and represent that they each are entering into this LOU in good faith and with full intention of complying with each and every provision detailed herein.

By this LOU, the Parties acknowledge a mutual and shared goal of eliminating blighted conditions, illegal dumping, graffiti and overgrown vegetation on all Department property in the City, including but not limited to leased property, vacant property and improved property.

By this LOU, the Parties agree to undertake all necessary actions to maintain Department property in a clean and safe condition.

By this LOU, the Parties acknowledge that due to personnel, funding and other constraints on the Department's resources, full compliance with each and every provision detailed herein may be impracticable. The LOU constitutes solely a guide to the intentions and policies of the Parties and is not intended to authorize, commit or otherwise establish any funding or any new project, nor is it a legally binding contract.

The following is an outline of the Parties' intentions and understandings:

I. WORKING GROUP

The Parties will establish a working group ("Working Group") designed to enhance communication to notify one another of any clean-up and/or abatement-related issues (e.g., blighted conditions, illegal dumping, graffiti, overgrown vegetation and other fire and health safety hazards) that arise, including identifying points of contact for the City and the Department, and the Parties enable and envision the Working Group as follows:

- A. **Designee(s).** The Parties will each designate at least one regular representative to the Working Group or more, as the group deems necessary.
- B. **Frequency of Meeting.** The Working Group will meet once a month ("Monthly Meeting").
- C. **Monthly Meeting Framework.** The Monthly Meetings are formalized forums to discuss, coordinate, prioritize and otherwise strategize in the Parties' plans of approaching:
1. Any upcoming inspection and clean-up activities, including surveillance, mitigation and abatement efforts;
 2. Any problem locations (or priority locations), including sharing of any information of the specific locations where illegal dumping activities regularly occur;
 3. Any upcoming special clean-up and/or abatement activities or needs;
 4. Any need for installation of signage (e.g. "No Trespassing" and "No Dumping") at the Parties' properties located in the City;
 5. Any need for installation and/or repair of fences or other barriers at the Parties' properties located in the City; and
 6. Any need for coordinated enforcement, including police and security guards, local law enforcement, and any need for the Alameda County District Attorneys' Office to enforce existing laws and to develop and implement additional programs to discourage illegal dumping on the Parties' properties in Oakland.
- D. **Monthly Reports.** The Department will submit written monthly reports ("Monthly Reports") at each of the Monthly Meeting to summarize the past month's abatement activities in the City of what, where and when any cleanup and/or abatement activities occurred in the City since the previous monthly meeting to address the concerns that arose during that month. The monthly report must include at the minimum the information listed in Attachment "A" to this LOU.
- E. **Progress Reports to City Council.** For the first two years of the LOU period starting April 2006, the Parties' representatives to the Working Group will work together in preparing and jointly presenting the semi-annual progress report ("Progress Report") to the City's City Council. The Progress Report will present to the City Council a summary of the coordinated abatement activities in the City of what, where and when any

cleanup and/or abatement activities occurred in the City since the previous Progress Report to address the concerns that arose since said report. The Progress Report will also include an estimated expenditure amount associated with the activities undertaken and detailed in said report. The frequency of the Progress Report will be reduced to annual reporting schedule upon expiration of the first two years of this LOU.

- F. **Notice and Cleanup.** In general, the Department will clean up its property within ten days of receiving a written notice from the City of a condition requiring maintenance or cleanup response. If the Department deems additional time is needed to properly respond to the noticed condition, the Department will consult with the City as to its concerns and work with the City in reaching an agreement as to how and by when the condition will be addressed.
- G. **Delegated Maintenance Agreements.** In the event the Department is unable to maintain Department property in specific areas of the City, the Department will in good faith negotiate with the City to delegate maintenance of those areas to the City, and reimburse the City for the cost of providing maintenance in those identified areas.
- H. **Third Party Use Of Property.** The Parties will coordinate efforts to ensure that any third party or lessee using Department property will comply with all applicable state and local laws, regulations and the clean-up requirements of this LOU.
- I. **Inventory Of Department Properties.** The Parties agree to cooperate in the development of a comprehensive list of all Department properties, excluding on- and off ramps and state routes, within the City with the goal of incorporating the inventory on the City's GIS database, said database to be shared with the Department. The Parties agree to complete the inventory by June 30, 2006.
- J. **The Department's Cost Data For Maintenance Activities.** Beginning with the second report to the City Council in October 2006 and in each such Council report thereafter, the Department will provide information regarding overall staff hours and cost to the Department for maintenance efforts in each of the top 25 most populated cities in Caltrans District 4. For an October Council report, the Department will provide information regarding the previous January through June. For an April Council report, the Department will provide information for the previous July through December.
- K. **Failure To Abate.** If clean up and maintenance is not occurring in a timely manner and pursuant to the timeframes agreed to by the Working Group, or if the Working Group cannot agree to a reasonable timeframe for clean up and maintenance of identified blighted areas, the District Director of the Department and the Director of Public Works for the City will convene a

meeting to resolve the differences. If disputes remain unresolved after a meeting between the District Director and the Director of Public Works, the City reserves the right to adjudicate the matter before a court of competent jurisdiction.

II. LOU PERIOD

The Parties intend for this LOU to be in effect for ten years.

III. ENTIRE UNDERSTANDING

The LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in the Letter.

IV. SIGNATORIES

The Parties represent and warrant that their signatories have the authority to represent them, their governing bodies, shareholders, and entities.

V. NOTICES

All notices, documents and writings required under the Agreement shall be transmitted to the other Party by fax and by regular mail to the persons and the addresses listed below. Each Party may change its representative by providing written notice to the other Party.

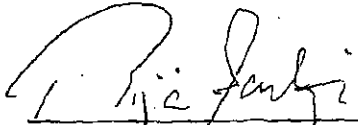
TO CITY

David Ferguson
Operations Manager
FACILITIES AND ENVIRONMENT
Keep Oakland Clean and Beautiful
750 50th Avenue, Oakland, CA 94601
Telephone: (510) 434-5111
Fax: (510) 434-5132
E-Mail: dferguson@oaklandnet.com

TO CALTRANS


Mike Marcum
Superintendent
Maintenance Division – CALTRANS
600 Lewelling Boulevard
San Leandro, CA 94579
Telephone: (510) 614-2665
Fax: (510) 614-5989
E-Mail: Mike_Marcum@dot.ca.gov

7. The LOU becomes effective once executed by both Parties.



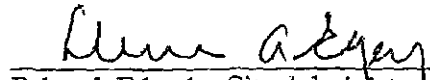
Bijan Sartipi, District Director
Department of Transportation

Approved for form and legality




Kimberly H. Kim, Esq.
Attorney

Approved for form and legality



Deborah Edgerly, City Administrator
City of Oakland



John A. Russo, Esq.
City Attorney

City of Oakland – Caltrans Monthly Report (month and year)

Rights of Way swept

Location	Total sweeping miles in Oakland including on/off ramps, etc.	Miles swept
I-24		
I-880		
I-580		
I-980		
Other		

Overgrown vegetation removed

Date	Location	Approximate area/acreage

Graffiti removed

Date	Location	Approximate square feet

DEPARTMENT OF TRANSPORTATION

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March 23, 2006

Exhibit "B"

The Honorable Ignacio De La Fuente
City Council President
City of Oakland
City Hall-One Frank Ogawa Plaza
Oakland, CA 94612

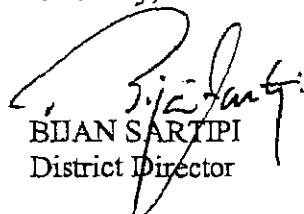
Dear Honorable De La Fuente:

Enclosed is a progress reports as agreed upon by the Department of Transportation and the City of Oakland in a January 2006 Letter of Understanding (LOU). The report addressed maintenance activities performed by Caltrans within the City of Oakland from July 1, 2005 through December 31, 2005. Additional progress reports will be provided to the City Council on a semi-annual basis for two years.

This first progress report summarizes the State's maintenance activities in the city during this period preceding the signing of the LOU and includes progress concerning activities such as homeless encampments removal, clean-up of illegal dumping, graffiti removal, overgrown vegetation removal, fence repair, and sweeping of the State right of way. The report also includes an estimated State's expenditure of such maintenance activities.

If you have any questions, please contact Yader Bermudez, Deputy District Director of Maintenance at (510) 286-5893.

Sincerely,


BIAN SARTIPI
District Director

Enclosure

The Honorable Ignacio De La Fuente
March 23, 2006
Page 2

bc: BSartipi
YBermudez
MMarcum
KLe/PHarsono
BSorenson/AJoe

YB:glw

DEPARTMENT OF TRANSPORTATION

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**PROGRESS REPORT
JULY 1, 2005 – DECEMBER 31, 2005**

I. BACKGROUND

In January of 2006, the State of California, acting by and through Department of Transportation (“the State”), and the City of Oakland (“City”) signed the Letter of Understanding (“LOU”), ending a lengthy discussion on maintenance-related issues associated with State properties in the City.

Pursuant to LOU, this first Progress Report to the Oakland City Council is being provided.

II. REPORT OF ACTIVITIES

This first Progress Report will cover the pertinent State’s activities from July 1, 2005 to December 31, 2005. Additional Progress Reports will be provided to the City Council on a semi-annual basis for two years.

This first Progress Report covers period (July 1, 2005 to December 31, 2005), which proceeds the signing of the LOU. It should be noted that even prior to finalizing and signing the LOU, the representatives of the State and the City were working and cooperatively coordinating their maintenance activities within the City.

This first Progress Report summarizes the State’s maintenance activities in the City and includes progress concerning activities such as homeless encampment removal, clean-up of illegal dumping, graffiti removal, overgrown vegetation removal, fence repair, and the sweeping of the State right of way. This first Progress Report also includes an estimated State’s expenditure of such maintenance activities.

During the period covered by this Progress Report, the State and the City have held a total of four meetings. Those attending were the representatives of the State of California, City of Oakland, Public Works, Fire Department, Police Department, OPD-C-Care, and Project Dignity.

Meeting attendees primarily focused the discussions on clean up and abatement issues and other related concerns raised by representatives of the various City departments. Meeting attendees also discussed other citizens’ complaints/concerns regarding homeless encampments, litter, fire abatement and the appearance of neighborhoods.

As a result of the coordination meetings, State and City agreed on a work plan and action items with a schedule and timeline for completion of each item. All items identified at the coordination meetings have been completed, and State and City staff continue to meet on a regular basis to report on progress of past activities and discuss schedule and timeline of future maintenance work

III. REPORT OF EXPENDITURE

Summarized in the table below is a breakdown of expenditure associated with the State's various maintenance activities in the City from July to December, 2005.

Activity	Production	Cost
Right of Way Swept	1600 Miles Swept	\$206,400.00
Overgrown Vegetation	35 Acres Pruned	\$123,800.00
Graffiti Removal	60275 Sq. Ft. Cleaned	\$ 37,600.00
Fencing Repaired	1900 Linear Feet	\$ 35,800.00
Homeless Removal	50 + Sites Cleared	\$ 55,000.00
Adopt-A-Highway	1100 Bags	\$ 10,900.00
Weed Abatement	4 vacant lots cleaned	\$ 1,750.00
		Total \$471,250.00

ATTACHMENT "A"

City of Oakland – Caltrans Monthly Report

March - 2006 (month and year)

Rights of Way swept

Location	Total sweeping miles in Oakland including on/off ramps, etc.	Miles swept
I-24	28.55	16
I-880	59.90	203
I-580	56.50	88
I-980	17.80	8
Rt. 13	20.00	

Adopt-A-Hwy

Route	Location	Bag Total
580	106th Ave., Lake Park to West St.	28
880	98th Ave. to High Street	27

Overgrown Vegetation / Fire Break Clearance

Date	Location	Approximate area/acreage
3/3/06	MLK Blvd. & 36TH Street	.50 Acre
03/20 – 03/23	W/B 580 98TH AVE. ON RAMP – FONTAINE O.C.	3 Acres
03/27 – 03/30	E/B 580 FONTAINE O.C. – OAK KNOLL O.C.	3 Acres
03/02/06	Hwy 13 / 24 with CDF	1 Acre
03/07/06	Hwy 13 Redwood Rd.	.1 Acre
03/09- 10/06	Hwy 13 Pruning Hiller Drive with CDF	1 Acre
03/14/06	Hwy 24/13 CDF clearing Scotch Broom	.1 Acre
03/17/06	Hwy 24/NB13 clearing Scotch Broom-CDF	.3 Acre

Graffiti removal

Date	Location	Approximate square feet
3-1-06	880 @ 2 5 th Ave.	140
3-1-06	SB 880 @ 16 th Ave.	63
3-1-06	NB 880 @ 29 th Ave.	642
3-1-06	NB 880 Prescott Park	44
3-1-06	NS 880 7 th St.	413
3-2-06	NB 880 @ Fruitvale	150
3-2-06	NB 880 @ 29 th Ave. OC	150
3-2-06	NB 880 W. Grand	508
3-2-06	EB 580 Hollis	45
3-2-06	EB 580 Peralta and 35 th	60
3-2-06	EB 580 Harrison Exit	10
3-2-06	EB 580 Fruitvale	12
3-2-06	WB Mac Arthur on ramp	25
3-2-06	WB 580 Oak Knoll	74
3-2-06	WB 580 Fontaine OC	37
3-4-06	SB 880 @ 98 th Ave.	196
3-8-06	N&S 880 @ 23 rd Ave.	460
3-8-06	NS Rt. 77	1200
3-8-06	WB 580 Chetwood	200
3-8-06	EB 580 Webster	90
3-8-06	EW 24 at 45 th St.	480
3-15-06	EW 24 at 45 th St. U. C.	90
3-15-06	EB Telegraph on ramp	150
3-15-06	WB 24 Golden Gate UC	280
3-15-06	EB 24 Temescal Park	10
3-15-06	WB 24 55 th St. UC	25
3-15-06	SB 13 Broadway Terr.	36
3-15-06	SB 13 Broadway Terr UC	72
3-15-06	580 @ Telegraph Ave. UC	60
3-15-06	SB 880 @ 23 rd Ave. On Ramp	120
3-15-06	NB 880 @ 23 rd Ave. OC	200
3-15-06	NB 880 @ High St.	60
3-23-06	EB 580 @ High St.	93
3-27-06	NB 880 Prescott Park	65
3-27-06	NB 880 Hegenberger OC	300
3-27-06	880 @ 23 rd Ave. OC	364
3-27-06	NB 880 5 th Ave. Exit	136

Illegal dumping removed

Date	Location	Approximate cubic yards

"No Dumping" and "No Trespassing" signs installed or replaced

Date	Location	Type and number of signs
3-24-06	Sycamore St.	State Prop/ No Tres.-2
3-24-06	23 rd St. and M.L.K. Jr.	State Prop/No Tres.-1
3-24-06	25 th Street	State Prop/No Tres.-1
3-24-06	Northgate St.	State Prop/No Tres.-1
3-24-06	Hollis Street	State Prop/No Tres.-1

Fencing installed or repaired

Date	Location	Installed or repaired	Approximate linear feet
3-21-06	Rt. 80 Burma Rd.	repaired	50
3-15-06	Rt. 580 Estidillo	Repaired	10
3-15-06	Rt. 580 Fruitvale on	Repaired	60
3-24-06	Rt. 580 Hollis St.	Repaired	40
3-29-06	Rt. 580 Stanley	Repaired	70
3-30-06	Rt. 580 106 th Ave.	Repaired	20
3-14-06	Rt. 880 66 th Ave.	Repaired	85
3-14-06	Rt. 880 High St.	Repaired	30
3-15-06	Rt. 880 Oakport	Repaired	30
3-15-06	Rt. 880 Oakport	Repaired	100
3-16-06	Rt. 880 Oakport	Repaired	50
3-16-06	Rt. 880 66 th Ave.	Repaired	50
3-16-06	Rt. 880 Oakport-High St.	Repaired	40
3-16-06	Rt. 880 Oakport-High St.	Repaired	50
3-21-06	Rt. 880 66 th Ave. off ramp	Repaired	30
3-21-06	Rt. 880 66 th Ave.- High	Repaired	80
3-23-06	Rt. 880 66 th Ave.-High	Repaired	40
3-23-06	Rt. 880 66 th Ave.	Repaired	40
3-27-06	Rt. 880 66 th Ave. off ramp	Repaired	50
3-27-06	Rt. 880 Hegenberger	Repaired	10
3-24-06	Rt.980 Sycamore	Repaired	40
3-24-06	Rt. 980 M.L.K. & 23 rd	Repaired	40
3-24-06	Rt. 980 Northgate	Repaired	10

Other (homeless encampments removed, pavement project coordination, and other cooperative or joint projects)

Date	Location	Project Description
3-21-06	Rt. 880 29th Ave to Fruitvale, Posey/ Webster	Homeless Removal
3-22-06	Rt. 980 Brush St., 23rd & MLK, Rt. 24 Tele., 45th St., 55th & Shattuck	Homeless Removal
3-24-06	Rt. 880 & Rt. 77 High/42nd	Homeless Removal
3-24-06	580-Kaiser/Broadway	Homeless Removal

Attachment:

ROUTINE INSPECTION AND CLEANUP SCHEDULE

360742-1