

# CITY OF OAKLAND

## AGENDA REPORT

TO: Office of the City Administrator  
ATTN: Dan Lindheim  
FROM: Public Works Agency  
DATE: March 23, 2010

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

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### SUMMARY

At the January 26, 2010 Public Works Committee Meeting, the Committee directed staff to submit the following information in a supplemental report:

- 1) Lessees - Provide list of lessees and information on Caltrans under-freeway space leases. Is lease language in place where Caltrans can control blight on leased properties? Who (Caltrans, the City, or lessee) is responsible to maintain and abate blight in these areas, including sidewalks under freeways?
- 2) Letter of Understanding - What is Caltrans' commitment per the Letter of Understanding (LOU)?
- 3) Monthly Clean-up - What does "monthly clean-up" entail? What is being cleaned?
- 4) Maintenance Agreements for Select Locations - Research and provide details from Maintenance Agreements for vehicular undercrossings and overcrossings of freeways in Oakland.

### DISCUSSION

#### Lessees

The attached list (*Attachment A*) shows the tenants, as well as the properties that Caltrans leases under freeways in Oakland.

The lease language makes the lessees responsible for maintaining the Caltrans property they lease. The LOU also requires lessees to adhere to the requirements of the LOU. See list of Caltrans' LOU commitments below.

Blight on the sidewalks under the freeway is the responsibility of the City of Oakland. See Maintenance Agreement discussion below.

Item: \_\_\_\_\_  
Public Works Committee  
March 23, 2010

#### Letter of Understanding (LOU) Commitment

On December 21, 2005, as a result of the public nuisance action filed by the City, Caltrans signed a ten-year monitoring and maintenance commitment with the City of Oakland. As required under this Letter of Understanding (LOU) (*Attachment B*):

- ◆ Caltrans and Oakland are to establish a joint working group to meet monthly to discuss, coordinate, prioritize and strategize Caltrans clean up activities in Oakland
- ◆ Caltrans submits monthly maintenance records of their work in Oakland
- ◆ The City and Caltrans submit to the City Council semi-annual progress reports for two years and then annual reports on abatement activities in Oakland
- ◆ Caltrans provides a comprehensive listing of all Caltrans properties in Oakland so that the information can be integrated into the City's computerized mapping system
- ◆ Lessees of Caltrans properties are held accountable to the LOU

#### Monthly Clean-up

As shown above, the LOU does not require that maintenance be on a set schedule. Caltrans is generally complaint driven. However, in 2006 the Public Works Committee asked Caltrans to commit to minimum maintenance levels in Oakland. Although Caltrans does not traditionally operate this way, because of the LOU and the long and positive working relationship, Caltrans did agree to the attached schedule (*Attachment C*). The attachment shows the tasks and the frequency for Oakland maintenance operations.

PWA's Call Center routes complaints to Caltrans. Caltrans also has an on-line Maintenance Service Request [www.dot.ca.gov/maintform.html](http://www.dot.ca.gov/maintform.html) and there is a local number at Caltrans for complaints (510-614-5942). These complaints are responded to in addition to the tasks on the schedule.

The more complex issues are discussed at the monthly meetings where there is multi-agency representation and timelines are then made to resolve the problems.

#### Maintenance Agreements for Select Locations

There is a 1991 master Maintenance Agreement between the City and Caltrans that incorporates all previous agreements. This Agreement sets out the responsibility for the City to perform particular maintenance functions on the State Highways within the City as provided in Section 130 of the Streets and Highways Code.

Most highways in Oakland are freeways such as Highways 24, 13, 580, 880 and 980. Some 7.34 miles of highways are on-street highways such as portions of San Pablo (Highway 123), International Blvd. (Highway 185), High St. (Highway 77), and Doolittle Dr. (Highway 61). The City is responsible for the right-of-way maintenance of these 7.34 miles. Caltrans is responsible for major upgrades such as paving.


In Oakland there are 29 vehicular freeway overcrossings. Caltrans maintains these structures below the top of the concrete deck. The City is responsible for all other maintenance.

For the 71 vehicular freeway undercrossings in Oakland, Caltrans is responsible for the structure itself. The City is responsible for maintaining the roadway section, shoulders, curbs, sidewalks, wall surfaces, street drainage installations and traffic lights.

**ACTION REQUESTED OF THE CITY COUNCIL**

Accept this progress report on the Caltrans Letter of Understanding.

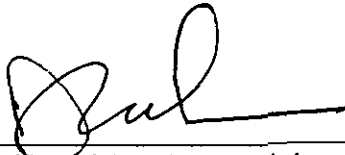
Respectfully submitted,

  
\_\_\_\_\_  
Vitaly Troyan, P.E.  
Interim Director, Public Works Agency

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

Prepared by:  
Jocelyn Combs  
Public Works Agency  
Department of Facilities & Environment

APPROVED AND FORWARDED TO  
THE PUBLIC WORKS COMMITTEE:

  
\_\_\_\_\_  
Office of the City Administrator

Attachments:

- A – Caltrans list of freeway lease areas within the City of Oakland
- B – Caltrans Letter of Understanding
- C – City of Oakland – Caltrans Schedule

Item: \_\_\_\_\_  
Public Works Committee  
March 23, 2010

	D	E	F	G	H	I
1			State of California			
2			Department of Transportation			
3			Division of Right of Way			
4			Airspace Development Branch			
5			Inventory of Freeway Lease Areas Within the City of Oakland			
6			As of February 9, 2010			
7	Tenant Name	PM	Address	City	Area	Comments
8	Ponderosa Tree Service	34.3	West Grand Ave./Wood St	Oakland	21,462	Equipment Storage
9		7.4	Scout Road	Oakland	24,300	
10	Holy Names University	5.8	Holy Names University	Oakland	121,968	Parking Lot
11	BART	3.0	Telegraph Ave./56th Street	Oakland	14,400	BART Seismic Retrofit Project
12	Caltrans Maintenance	5.8	Caldecott Lane	Oakland	352,000	
13	City Of Oakland	3.4	Hardy Street	Oakland	67,420	(Marler Johnson) (Hardy Dog Park)
14		1.1	Sycamore Street	Oakland	30,532	
15		5.0	Caldecott Lane	Oakland	150,000	
16		5.0	Caldecott Lane	Oakland	65,000	
17		2.6	Martin Luther King Jr. Way	Oakland	9,436	Landscaped
18		2.8	Shattuck	Oakland	7,000	Landscaped (N/E Corner)
19		2.8	Shattuck	Oakland	13,500	Landscaped
20		3.0	Telegraph Ave./56th Street	Oakland	20,160	
21	Telegraph Business Properties	3.0	Telegraph Ave/55th Street	Oakland	4,200	Parking lot, Landlocked
22	BART	VAR	Various	Various	N/A	Master Account (Fiber-Optic Strands)
23	Maisons, Marques & ...	31.5	Fourth Street	Oakland	13,858	Leased w/ALA-260-1A
24	Maisons, Marques & ...	31.5	Fifth Street	Oakland	N/A	Leased w/ALA-260-1
25	384 Embarcadero West, LLC	R1.7	Third Street	Oakland	20,300	Parking Lot
26	Caltrans Maintenance	1.8	Third Street	Oakland	20,260	
27	Mariner Square Associates	R1.4	Posey Tube	Oakland	39,325	Parking Lot
28	Libitzky Holdings Corporation	1.3	Webster Tube	Oakland	47,050	Parking Lot

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29	City of Oakland	45.2	Martin Luther King Jr. Way	Oakland	62,000	(Marler Johnson) (Grove-Shafter Park)
30	City of Oakland	45.1	Telegraph Avenue	Oakland	53,080	(Marler Johnson) (Grove-Shafter Park)
31	City of Oakland	45.3	Martin Luther King Jr. Way	Oakland	111,500	(Marler Johnson) (Grove-Shafter Park)
32	Caltrans Park and Ride	41.8	Fruitvale Avenue	Oakland	33,738	AB2337, Wornum Bill
33	Caltrans Park and Ride	41.8	Champion Street	Oakland	36,544	AB2337, Wornum Bill
34	Lucas Trucking	46.0	Adeline Street	Oakland	36,156	Vehicle Storage
35		45.9	San Pablo Avenue	Oakland	43,000	
36		44.8	Broadway Street	Oakland	45,140	Parking Lot
37	Honda of Oakland	44.7	Piedmont Avenue	Oakland	79,000	Parking Lot
38		44.5	Macarthur Blvd.	Oakland	12,436	
39	Caltrans Construction	46.4	Hannah Street	Oakland	46,000	
40	City of Oakland	46.3	Helen Street	Oakland	11,700	Bordertown Skatepark
41	Caltrans Construction	46.3	Louise Street	Oakland	65,500	
42	Caltrans Construction	46.6	Beach Street	Oakland	69,000	
43	Caltrans Construction	46.3	Helen Street	Oakland	10,370	
44	Caltrans Maintenance	45.3	Telegraph Avenue	Oakland	91,172	
45	Caltrans Maintenance	46.4	Hannah Street	Oakland	201,500	
46	Caltrans Maintenance	35.8	Foothill Boulevard	Oakland	24,000	
47	Caltrans Maintenance	336.5	Mountain Boulevard	Oakland	24,450	
48	Caltrans Construction	46.3	Louise Street	Oakland	33,500	
49	Caltrans Maintenance	32.2	Plaza Drive	Oakland	-18,350	

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7	Tenant Name	PM	Address	City	Area	Comments
50		39.9	Macarthur Blvd.	Oakland	23,500	
51		R1.19	North Midway Road	Oakland	N/A	Underground oil lease
52		46.5	Beach Street	Oakland	27,300	
53		45.2	Telegraph Avenue	Oakland	1,400	
54		46.4	Beach Street	Oakland	56,250	
55		32.8	Seventh Street	Oakland	15,700	
56		32.6	Seventh Street	Oakland	85,000	
57	S. S. Trucking	32.6	Fifth Street	Oakland	32,794	Parking Lot
58		32.6	Fifth Street	Oakland	32,794	Delete - Within realigned 5th Street
59	U.S.P.S.	32.5	Fifth Street	Oakland	22,562	Parking Lot
60		32.5	Fifth Street	Oakland		Delete - Within realigned 5th Street
61		32.1	Market Street	Oakland	102,204	Former Park and Ride Site (7th & Market Replacement), renumbered 80
62	Oniell Rentals, Inc.	32.1	Market Street	Oakland	35,749	Former Park and Ride Site (7th & Market Replacement), Parking Lot
63		32.0	Brush Street	Oakland	69,744	Unpaved
64		31.9	Castro Street	Oakland	71,000	Unpaved
65	Oakland Police Officers Association	31.9	Martin Luther King Jr Way	Oakland	64,000	Parking Lot
66	City of Oakland	31.7	Jefferson Street	Oakland	94,818	Merged w/ALA-880-39,-40, Parking Lot
67	City of Oakland	31.6	Wahington Street	Oakland	58,778	Merged w/ALA-880-39,-40, Parking Lot Emergency Vehicles
68	City of Oakland	31.6	Broadway Street	Oakland	67,730	Merged w/ALA-880-39,-40, Parking Lot
69	County of Alameda	31.5	Franklin Street	Oakland	14,700	Merged w/ALA-880-42, Parking Lot
70	County of Alameda	31.5	Franklin Street	Oakland	48,200	Merged w/ALA-880-41, Parking Lot

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7	<b>Tenant Name</b>	<b>PM</b>	<b>Address</b>	<b>City</b>	<b>Area</b>	<b>Comments</b>
71		31.4	Fifth Street	Oakland	13,400	Parking Lot
72		31.4	Fifth Street	Oakland	24,000	Parking Lot
73	Aki Parking	31.4	Fifth Street	Oakland	16,374	Parking Lot
74		31.4	Fifth Street	Oakland	16,374	Parking Lot
75	Nextel	31.4	Fifth Street	Oakland	4,000	Cell site; portion of 45B
76	BART	31.0	Jackson Street	Oakland	32,608	Merged w/ALA-880-50, Parking Lot
77	MTC/ABAG	30.9	Madison Street	Oakland	31,912	Parking Lot
78	Cost Plus	30.9	Madison Street	Oakland	34,000	Parking Lot
79	BART	30.9	Madison Street	Oakland	39,640	Merged w/ALA-880-48, Parking Lot
80		28.5	Twenty-Ninth Avenue	Oakland	12,190	
81		28.3	Fruitvale Avenue	Oakland	41,359	Fruitvale Seismic Retrofit Project
82		28.2	Fruitvale Avenue	Oakland	43,500	Fruitvale Seismic Retrofit Project
83		28.2	Fruitvale Avenue	Oakland	26,000	Fruitvale Seismic Retrofit Project
84		27.7	Forty-Second Avenue	Oakland	3,500	
85		30.4	Sixth Avenue	Oakland	52,500	
86		30.5	Fifth Avenue	Oakland	28,317	Fifth Avenue Seismic Retrofit Project
87		27.4	High Street	Oakland	90,000	High Street Seismic Retrofit Project
88		30.7	Fifth Avenue	Oakland	47,540	Fifth Ave Seismic Retrofit Project
89		30.5	Fifth Avenue	Oakland	18,500	Fifth Ave Seismic Retrofit Project
90		28.1	Fruitvale Avenue	Oakland	34,630	Fruitvale Seismic Retrofit Project
91		27.6	High Street	Oakland	12,600	High Street Seismic Retrofit Project

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7	Tenant Name	PM	Address	City	Area	Comments
92		27.7	High Street	Oakland	103,000	High Street Seismic Retrofit Project
93	Caltrans Maintenance	28.6	Twenty-Ninth Avenue	Oakland	8,300	
94	Fidelity Holdings	28.8	Twenty-Ninth Avenue	Oakland	6,416	Landlocked, Parking Lot
95		34.2	Thirty-Fourth Street	Oakland	34,895	
96		30.3	Seventh Avenue	Oakland	48,150	
97		28.1	Thirty-Fifth Avenue	Oakland	11,487	
98		25.4	Hegenberger Road	Oakland	28,000	
99		34.2	Thirty-Fourth Street	Oakland	8,455	
100		28.5	Twenty-Ninth Avenue	Oakland	3,534	
101	Marina Square Partners	23	Marina Boulevard	Oakland	90,020	
102		32.5	Fifth Street	Oakland	78,869	
103		32.0	Castro Street	Oakland	34,872	Formerly 880-35A
104		32.0	Castro Street	Oakland	34,872	Formerly 880-35B
105		25.5	Hegenberger Road	Oakland	16,825	
106	Madison Park REIT	33	Adeline Street	Oakland	6,825	Parking Lot
107	Oniell Rentals, Inc.	32.1	Market Street	Oakland	56,978	Former Park and Ride Site (7th & Market Replacement) Formerly 880-33, Parking Lot
108	Grand/Grove Partnership	0.8	West Grand Avenue	Oakland	43,600	Parking Lot
109	Oniell Rentals, Inc.	0.1	Martin Luther King Jr Way	Oakland	52,088	Parking Lot
110		0.1	Martin Luther King Jr Way	Oakland	5,352	Landscaped, Adjacent to Property Management Site
111	Veterans Administration	0.8	West Grand Avenue	Oakland	31,500	
112		1.1	Sycamore Street	Oakland	30,532	Landscaped



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113		1.1		Oakland	28,345	Former Park and Ride Site - BART Seismic Retrofit Project
114	BART	1.1	Northgate Avenue	Oakland	46,000	BART Seismic Retrofit Project
115		1.3	Twenty-Third Street	Oakland	1,000	Temporary PLA (BART Replacement Easement)
116	Abyssinian Missionary Baptist Church	0.8	Thirty-Third Street	Oakland	30,096	Parking Lot
117						
118						

DEPARTMENT OF TRANSPORTATION  
111 GRAND AVENUE  
P. O. BOX 23360  
OAKLAND, CA 94612  
PHONE (510) 286-5900  
FAX (510) 286-5903  
TTY (800) 735-2929

ORIGINAL

Attachment B

Signed 1/11/06

## 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.

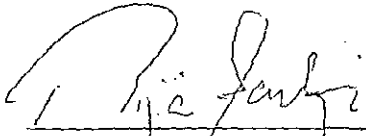
### TO CITY

David Ferguson  
Operations Manager  
FACILITIES AND ENVIRONMENT  
Keep Oakland Clean and Beautiful  
750 50<sup>th</sup> Avenue, Oakland, CA 94601  
Telephone: (510) 434-5111  
Fax: (510) 434-5132  
E-Mail: [dferguson@oaklandnet.com](mailto: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](mailto:Mike_Marcum@dot.ca.gov)


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



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Bijan Sarkis, District Director  
Department of Transportation

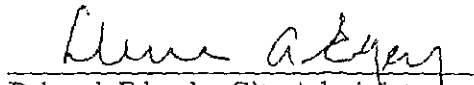
Approved for form and legality



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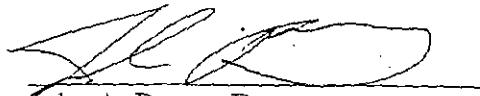
Kimberly H. Kim, Esq.  
Attorney

Approved for form and legality



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Deborah Edgerly, City Administrator  
City of Oakland



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John A. Russo, Esq.  
City Attorney



**City of Oakland – Caltrans Schedule**

7-17-06

**SWEEPING**

<b>Location</b>	
<b>I-13</b>	EVERY OTHER MONTH
<b>I-24</b>	ONCE A MONTH
<b>I-880</b>	TWICE A MONTH
<b>I-580</b>	TWICE A MONTH
<b>I-980</b>	ONCE A MONTH
<b>Other</b>	

**LITTER REMOVAL**

<b>Location</b>		
<b>I-13</b>	ONCE A MONTH	
<b>I-24</b>	ONCE A MONTH	
<b>I-880</b>	ONCE A WEEK BY CONTRACTOR	
<b>I-580</b>	ONCE A WEEK BY CONTRACTOR	
<b>I-980</b>	ONCE A MONTH	
<b>Other</b>	<b>ADOPT A HIGHWAY</b>	
	<b>GROUPS</b>	<b>TIMES PER YEAR</b>
<b>I-13</b>	3	4
	1	12
<b>I-24</b>	7	4
	3	12
<b>I-580</b>	9	12
	4	4
<b>I-880</b>	1	4
	1	3
	2	24
<b>I-980</b>	1	4




**VEGETATION REMOVAL**

AS NEEDED

**Graffiti removal**

WEEKLY

**Illegal dumping removed**

WITHIN ONE WEEK ON AVERAGE

**“No Dumping” and “No Trespassing” signs installed or replaced**

AS NEEDED
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**FENCE WORK**

AVERAGE OF 11 TIME PER MONTH

**HOMELESS REMOVAL**

AVERAGE 5 DAYS PER MONTH
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360742-1