

# CITY OF OAKLAND

## AGENDA REPORT

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2008 MAY 29 PM 4:43

TO: Office of the City Administrator  
ATTN: Deborah Edgerly  
FROM: Public Works Agency  
DATE: June 10, 2008

RE: **Resolution Authorizing The City Administrator Or Her Designee To Execute A Cooperative Agreement And An Amendment To The Existing Freeway Agreement With The California Department Of Transportation (Caltrans), For The High Street Seismic Retrofit And 42nd/High Street Projects**

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### SUMMARY

A resolution has been prepared authorizing the City Administrator or her designee to execute a cooperative agreement and amend the existing freeway agreement on Interstate 880 (I-880) with the California Department of Transportation (Caltrans) for the subject projects. Draft final cooperative and freeway agreements are attached and marked Attachments 'A' and 'B', respectively. The purpose of the agreements is to formalize the intent of Caltrans and the City of Oakland to work collaboratively.

The cooperative agreement is needed in order to have Caltrans acquire a portion of Home Depot property for the City's 42<sup>nd</sup> / High Access Improvement Project on behalf of the City, and to vacate a portion of East 8<sup>th</sup> Street necessary for Caltrans' High Street Overhead Seismic Retrofit Project along Interstate 880 (I-880).

The purpose of the freeway agreement is to formalize the permanent ownership, control and maintenance responsibilities of streets that will be reconstructed as part of Caltrans' seismic retrofit project, and subsequently relinquished to the City after project completion. Freeway Agreements are required whenever a local street so to be permanently altered or closed as a result of freeway construction. The two streets affected are East 8<sup>th</sup> Street, and Oakport Street between High and Lesser Streets.

City staff and the City Attorney's Office have worked closely with Caltrans staff for months on these agreements and they represent an opportunity to further the respective goals of each entity.

Staff recommends approval of the resolution.

### FISCAL IMPACT

Approval of this resolution will authorize the City Administrator, or her designee, to acquire the required parcels, and to incur any associated expenses including staff time and outside contract appraisals. The total estimated right of way cost for this project is \$4,077,780. Sufficient funding

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is available in the Caltrans Grant Fund (2140), 42<sup>nd</sup> Avenue High Street Right of Way Project (C98530), which has an unencumbered balance of \$5,985,500.00.

## **BACKGROUND**

Caltrans has in recent years embarked on a number of seismic retrofit projects throughout the State and has completed the design for such an upgrade for the portion of I-880 above High Street. At the same time, the City has also completed the design for the 42<sup>nd</sup> / High Access Improvement Project. This project consists of extending 42<sup>nd</sup> Avenue to the south from I-880 to Alameda Avenue (and the western extension of Jensen Street); widening High Street to include dual left-turn lanes in both directions at the intersections of the freeway frontage roadways of Oakport Street and Coliseum Way; realigning and terminating East 8<sup>th</sup> Street near 37<sup>th</sup> Avenue and Alameda Avenue; and extending Jensen Street to the west to connect High Street with the extension of 42<sup>nd</sup> Avenue (see Attachment C for a layout of the proposed changes). To implement these projects, Caltrans and the City need to purchase four parcels from Home Depot, and Caltrans needs the City to vacate a portion of East 8<sup>th</sup> Street. To extend Jensen Street, the City will also need to acquire parcels from two other private entities other than Home Depot.

The goal is to provide and assure the use of a common framework, and shared set of expectations for collaborative planning, design, and implementation of freeway projects that affect traffic that may be using on or off-ramps within Oakland. The current proposed freeway agreement would be for I-880 between Julie Ann Way and 34<sup>th</sup> Avenue, thus superseding freeway agreements dating back approximately 60 years ago. A 1947 freeway agreement addressed the portion of I-880 between Julie Ann Way to High Street, while a 1948 agreement covered the portion from High Street to 34<sup>th</sup> Avenue. Essentially, the new freeway agreement states that Caltrans will make freeway improvements at its own expense and acquire the necessary right of way from Home Depot on the City's behalf, while the City agrees to accept title (as well as control and maintenance) to the portions of the right of way (i.e., roads) lying outside of the freeway limits upon relinquishment by Caltrans. These roadways are shown on Attachment C of the freeway agreement and include two small portions of East 8<sup>th</sup> Street (at 37<sup>th</sup> Avenue and at the extension of 42<sup>nd</sup> Avenue), as well as Oakport Street between High Street and Lesser Street. Also shown on Attachment C is the closure (vacation) of East 8<sup>th</sup> Street between 37<sup>th</sup> Avenue and the proposed extension of 42<sup>nd</sup> Avenue (State Route 77).

## **KEY ISSUES AND IMPACTS**

Caltrans and the City both need to acquire property from Home Depot; at the same time, Caltrans has requested that the City vacate a short portion of East 8<sup>th</sup> Street, just east of 37<sup>th</sup> Avenue. After construction of the projects, this portion of East 8<sup>th</sup> Street would serve only Home Depot, essentially becoming a driveway, and would not be needed for general circulation in the area.

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Both City and Caltrans staff have approached Home Depot about the proposed consolidation of property acquisition by a single party, and they expressed a willingness to negotiate under the proposed scenario. They further expressed their desire to accomplish acquisition of all necessary parcels at one time, and in a manner that reduces disruption to their business. A cooperative agreement between the City and Caltrans would accomplish the acquisition in the most efficient and least disruptive manner. The City benefits by having Caltrans negotiate with Home Depot (since both agencies need to acquire portions of the property), resulting in lower overhead costs and a more timely acquisition. Home Depot benefits by dealing with a single entity and entering into one transaction covering both projects, and minimizing impact to their retail business operations.

By executing an amendment to the existing freeway agreement, the City would agree to accept title, control and maintenance over portions of roadways that will be reconstructed outside the freeway limits as part of their seismic retrofit project, upon relinquishment by Caltrans. The affected portions include a section of Oakport Street and two small portions of East 8<sup>th</sup> Street adjacent to the Home Depot site.

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** Oakland residents rely on the freeway as a means to travel to and from work, school and daily tasks. Improved coordination between Caltrans and the City reinforces and acknowledges the role of the freeways in sustaining and improving the City's economy. The proposed vacation of East 8<sup>th</sup> Street will both accommodate Caltrans' new High Street southbound offramp to current standards, improving safety and access of the freeway system, as well as minimizing property acquisition needs from Home Depot, and thereby assuring that the City's retail uses are respected.

***Environmental:*** Improved coordination will afford the opportunities to implement improvements that will relieve congestion on the I-880 freeway and City streets in the project area. Less vehicular congestion will improve air quality and reduce noise.

***Social Equity:*** Freeway travel is an important and sometimes primary mode of transportation for longer commute and recreational trips, thus improving the mobility and availability for those who reside, work and/or recreate in Oakland.

### **DISABILITY AND SENIOR CITIZEN ACCESS**

There are no significant disability or senior citizen access issues identified as the result of the proposed action.

### **RECOMMENDATION(S) AND RATIONALE**

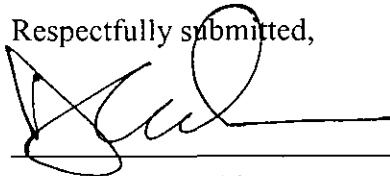
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the cooperative and freeway agreements.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council approve the resolution.

Respectfully submitted,



Dan Lindheim, Director

Community and Economic Development Agency

Reviewed by:

Michael J. Neary, P.E., Deputy Director

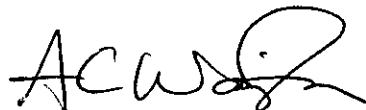
Wladimir Wlassowsky, P.E., Transportation Services Manager

Prepared by:

Ade Oluwasogo, P.E., Supervising Transportation Engineer

Transportation Services Division

APPROVED AND FORWARDED TO THE  
PUBLIC WORKS COMMITTEE:



Office of the City Administrator

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Public Works Committee  
June 10, 2008

Q-1  
**DRAFT 3-11-08 (Revised by Oakland,  
5/12/08)**  
BL

04-Ala-880-PM 27.4  
R/W for Home Depot ACQUISITION at High  
Street and 42<sup>nd</sup> Ave.  
04108-165421  
District Agreement No. 4-2190

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2008,  
is between the STATE OF CALIFORNIA, acting by and through its Department of  
Transportation, referred to herein as "STATE," and

CITY OF OAKLAND, a body politic and a  
municipal corporation of the State of  
California, referred to herein as "CITY."

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code Section 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highway System (SHS) within the City of Oakland.
2. STATE has a State Highway Project for improvements consisting of the Interstate Route 880/High Street Seismic Retrofit Project in the City of Oakland, referred to herein as "STATE PROJECT."
3. Project approval and environmental document (PA&ED) phase for STATE PROJECT has been completed.
4. CITY has a street improvement Project identified as the 42<sup>nd</sup> Ave/High Street Access Improvement Project, referred to herein as "CITY PROJECT."
5. PA&ED phase for CITY PROJECT has been completed.
6. Both STATE PROJECT and CITY PROJECT will require acquisition of a portion of property owned by Home Depot, Inc., referred to herein as HOME DEPOT ACQUISITION.
7. STATE PROJECT further requires the vacation of a portion of CITY street, specifically, East 8<sup>th</sup> Street.
8. STATE and CITY will each fund fifty percent (50%) of the total cost of the EXPERT WITNESS APPRAISAL (EWA) of the required parcels, performed by an Expert Witness Appraiser.
9. STATE will fund one-hundred percent of costs associated with the vacation of East 8<sup>th</sup> Street.
10. CITY desires STATE to perform certain right of way services that include complete staff appraisals, prepare acquisition documents and acquire right of way hereinafter, STATE

STAFF SERVICES, the terms and conditions of which are defined herein. STATE is agreeable to provide STATE STAFF SERVICES to CITY as reimbursed pursuant to section 11 for HOME DEPOT ACQUISITION work.

11. CITY is willing to fund fifty (50%) of STATE's estimated costs of STATE STAFF SERVICES performed on HOME DEPOT ACQUISITION.
12. The parties now define herein below the terms and conditions under which STATE STAFF SERVICES for HOME DEPOT ACQUISITION are to be performed and financed.

SECTION I

STATE AGREES:

1. To perform EWA and STATE STAFF SERVICES (complete staff appraisals, prepare acquisition documents and acquire right of way) that are required for the HOME DEPOT ACQUISITION.
2. To account for all costs for EWA and STATE STAFF SERVICES to be paid for by CITY for HOME DEPOT ACQUISITION pursuant to this Agreement.
3. To submit a billing in the amount of \$25,000 to CITY immediately following execution of this Agreement. Said figure represents STATE's estimated costs for CITY'S share of STATE STAFF SERVICES, paid in a lump sum, for HOME DEPOT ACQUISITION. Any portion of CITY's funds not expended by STATE shall be reimbursed to CITY upon the expiration or sooner termination of this Agreement.
4. To hire an Expert Witness Appraiser to appraise both CITY and STATE parcels on the HOME DEPOT ACQUISITION. The cost of said Expert Witness Appraiser is estimated to be \$25,000; however contract is for \$50,000 to cover any unexpected charges. Both CITY and STATE will get an original copy of the appraisal.
5. To pay for fifty percent (50%) of the total cost of the EWA for the CITY and STATE parcels. STATE shall pay the Appraisal firm for the total cost of appraisal and then submit a billing to CITY for CITY's proportional share of the total cost of the appraisal. In no event shall CITY'S share exceed \$25,000. STATE shall include a copy of the appraiser's invoice and a copy of the payment STATE submits to Expert Witness Appraiser.
6. To retain, or cause to be retained for audit by CITY's auditors, for a period of three (3) years from date of processing, the final detailed accounting statement and all STATE STAFF SERVICES records, and to make such materials available at STATE's District 4 Office. Copies thereof shall be furnished to CITY if requested by CITY.
7. To make application, provide all supporting documentation as required by Community and Economic Development Agency (CEDA) Building Services procedures and pay for 100% of costs associated with the vacation of East 8<sup>th</sup> Street, estimated by the CITY to be \$9,500 (i.e., \$5,000 for the Street Vacation and \$4,500 for the Street Search)
8. To complete all mapping and utility relocation work and provide a permanent public utility easement through the vacated East 8<sup>th</sup> Street corridor, and generally to coordinate and make arrangements with said utilities to ensure that said public utility easement is recorded with the appropriate property title documents.

SECTION II

CITY AGREES:

1. To deposit with STATE within twenty (20) business days of receipt of billing therefore which billing will be forwarded immediately following execution of this Agreement, the amount of \$25,000. Said figure represents the estimated costs for CITY's share of STATE STAFF SERVICES for HOME DEPOT ACQUISITION. STATE shall draw against these funds for the STATE STAFF SERVICES.
2. To reimburse STATE for fifty percent (50%) of the total cost of the EWA, performed by the Expert Witness Appraiser for the CITY and STATE parcels, within twenty (20) business days of receipt of STATE's billing therefor. In no event shall CITY's share of the EWA for HOME DEPOT ACQUISITION exceed \$25,000.
3. To open an escrow account and deposit into said escrow account, CITY's share of the acquisition capital cost for CITY parcel, when settlement has been reached. If CITY's parcel goes to condemnation, CITY shall agree to pay its fair share of STATE'S legal staff necessary to condemn CITY parcel.
4. To bear all responsibility and costs of property management for all ongoing business concerns associated with CITY parcel upon recordation of deed to City.
5. To pursue all necessary steps in processing the vacation of East 8<sup>th</sup> Street, including approval by the City Council, subsequent to STATE's successfully completing work under Section I, Item 8.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).

In the event that there is a dispute between CITY and STATE regarding the dollar amount, or portions of the dollar amount, on receipt of STATE's billing, STATE's District Director for District 4 will provide CITY with a written decision on resolution of the dispute within sixty (60) days of receiving written notice of a billing dispute from CITY. If CITY is not satisfied with the District Director's decision, CITY may appeal the District Director's decision to the State Local Programs Dispute Resolution Committee (LPDRC) for final resolution. The LPDRC will have 60 days to make a final resolution after receiving CITY written appeal.

2. The party that discovers Hazardous Materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by STATE or CITY PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by STATE or CITY PROJECT.

3. STATE, independent of HOME DEPOT ACQUISITION, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to HOME DEPOT ACQUISITION schedule and will pay all costs for HM-1 management activities.

CITY, independent of HOME DEPOT ACQUISITION, is responsible for any HM-1 found within existing CITY right of way. CITY will undertake HM-1 management activities if so required by an environmental regulatory agency with jurisdiction, with minimum impact to HOME DEPOT ACQUISITION schedule and will pay all costs for HM-1 management activities.

4. If HM-2 is found within the limits of HOME DEPOT ACQUISITION, the public agency responsible for advertisement, award, and administration (AAA) of the STATE or CITY PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a STATE or CITY PROJECT construction cost.

5. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
6. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
7. If, during performance of right of way activities, new information is obtained which requires the preparation of additional environmental documentation for CITY PROJECT or STATE PROJECT to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks .
8. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for STATE PROJECT and CITY PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
9. CITY agrees to obtain, as a CITY PROJECT cost, all necessary CITY PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing



10. STATE agrees to obtain, as a STATE PROJECT cost, all necessary STATE PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing.
11. CITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for CITY PROJECT. The costs of said compliance and implementation shall be a CITY cost.
12. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for STATE PROJECT. The costs of said compliance and implementation shall be a STATE cost.
13. If there is a legal challenge to STATE PROJECT's environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for STATE PROJECT, all legal costs associated with those said legal challenges shall be a STATE cost.
14. If there is a legal challenge to the CITY PROJECT's environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for CITY PROJECT, all legal costs associated with those said legal challenges shall be a CITY cost.
15. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways different from the standard of care imposed by law.
16. Neither STATE nor any officer or employee thereof is responsible for any injury, 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 conferred upon CITY or arising under this Agreement. It is understood and agreed that CITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
17. Neither CITY nor any officer or employee thereof is responsible for any injury, 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 conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

18. Prior to commencement of STATE SERVICES for HOME DEPOT ACQUISITION, CITY may terminate HOME DEPOT ACQUISITION and this Agreement in writing. CITY shall remain obligated to reimburse STATE, CITY share of all cost incurred by STATE under this agreement prior to its termination..
19. If termination of this Agreement is by mutual consent, CITY will bear fifty percent (50%) of all STATE SERVICES related costs incurred by STATE prior to termination and fifty percent (50%) of the total cost of the appraisal performed by the Expert Witness Appraiser.
20. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto by way of a written amendment to this Agreement.
21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

22. Notwithstanding any provisions in this Agreement to the contrary, this Agreement shall terminate upon completion of all right of way activities for CITY PROJECT, or on December 31, 2012, whichever is earlier in time, however, the indemnification, legal challenge, environmental commitments, and audit clauses shall remain in effect until terminated or modified, in writing, by mutual agreement of the parties hereto.

STATE OF CALIFORNIA  
Department of Transportation

CITY OF OAKLAND

WILL KEMPTON  
Director

By: \_\_\_\_\_  
Deputy District Director

By: \_\_\_\_\_  
City Administrator

Approved as to form and procedure:

\_\_\_\_\_  
Attorney  
Department of Transportation

Attest: \_\_\_\_\_  
City Clerk

Certified as to budgeting of funds:

Approved as to form:

\_\_\_\_\_  
District Budget Manager

\_\_\_\_\_  
City Attorney

Certified as to financial terms and conditions:

\_\_\_\_\_  
Accounting Administrator

## FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Oakland (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolutions of the California Highway Commission on December 30, 1939 and; July 25, 1941 and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated September 18, 1947, relating to that portion of State Highway Route 880 from south city limit to High Street; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated September 28, 1948, relating to that portion of State Highway Route 880 from High Street to Oak Street; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreements dated September 18, 1947 from Julie Ann Way to High Street and dated September 28, 1948 from High Street to 34<sup>th</sup> Ave.

2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.

3. STATE shall, in construction of the freeway and at STATE'S expense, make such changes affecting CITY streets in accordance with the plan map attached hereto marked Exhibit A.

4. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of CITY streets, frontage roads, and other local streets, and CITY hereby authorizes STATE to acquire on its behalf all such necessary right of way.

5. It is understood between the parties that the right of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, and the frontage roads, and other STATE constructed local streets on receipt of written notice to CITY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and CITY cooperation, of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

THE CITY OF OAKLAND

WILL KEMPTON  
Director of Transportation  
By

\_\_\_\_\_  
By:

\_\_\_\_\_  
MARK LEJA  
Chief Design Engineer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

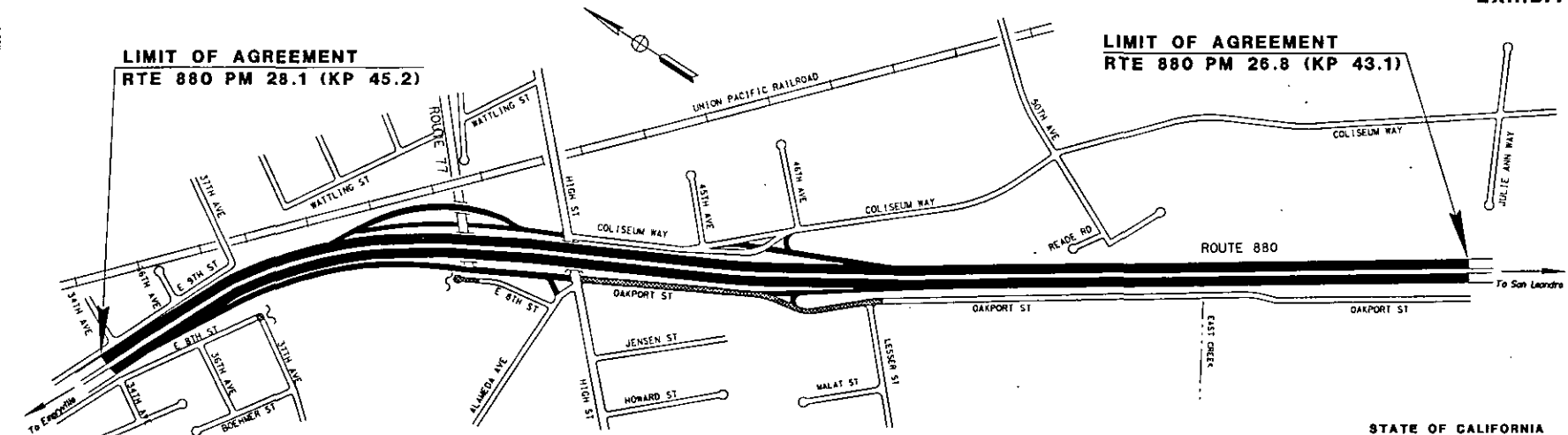
\_\_\_\_\_  
Attorney (State)




\_\_\_\_\_  
Attorney (City)

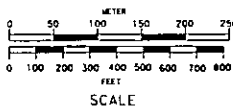
**EXHIBIT A**

**LIMIT OF AGREEMENT**  
RTE 880 PM 28.1 (KP 45.2)

**LIMIT OF AGREEMENT**  
RTE 880 PM 26.8 (KP 43.1)



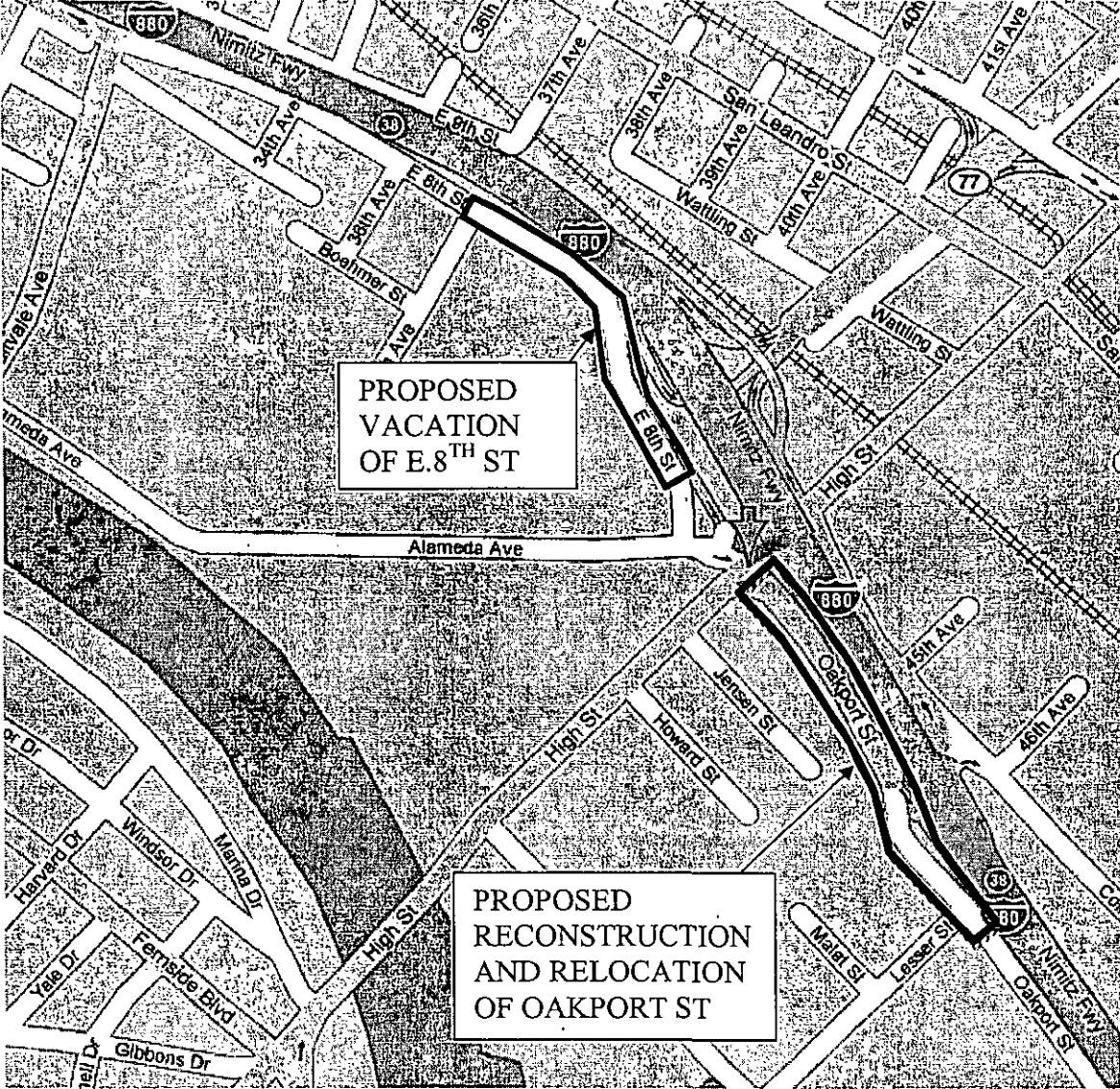
- LEGEND**
-  FREEWAY AND CONNECTIONS
  -  ROAD CLOSURE
  -  ROAD TO BE CONSTRUCTED AND RELINQUISHED TO CITY



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
4-ALA 880 PM 26.8/28.1 (KP 43.1/45.2)  
**FREWAY**  
**IN THE CITY OF OAKLAND**  
ON ROUTE 880 FROM  
JULIE ANN WAY TO 34TH AVE

IN ALAMEDA COUNTY ON RTE 880 PM 26.8/28.1 (KP 43.1/45.2)

42<sup>ND</sup> AVENUE AND HIGH STREET ACCESS IMPROVEMENTS



FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

  
City Attorney

2008 MAY 29 PM 4: 44 RESOLUTION NO. \_\_\_\_\_ C.M.S.

Introduced by Councilmember \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO EXECUTE A COOPERATIVE AGREEMENT AND AN AMENDMENT TO THE EXISTING FREEWAY AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), FOR THE HIGH STREET SEISMIC RETROFIT AND 42ND/HIGH STREET PROJECTS**

**WHEREAS**, the California Department of Transportation (Caltrans) and the City each have ongoing projects in the area of High Street and 42<sup>nd</sup> Avenue, namely, the High Street Seismic Retrofit Project, the 42<sup>nd</sup>/High Street Access Improvement Project, respectively; and

**WHEREAS**, both projects have previously received project and environmental approvals; and

**WHEREAS**, both projects require the acquisition real property from parcels adjacent to each project site; and

**WHEREAS**, Caltrans' High Street Seismic Retrofit Project requires that the City vacate a portion of East 8<sup>th</sup> Street, east of 37<sup>th</sup> Avenue, to accommodate the reconfigured offramp location; and

**WHEREAS**, it is in the best interest of Caltrans and the City to consolidate the acquisition of said property by a single party, namely, Caltrans, to maximize efficiency of efforts and costs, and to minimize disruption to the affected property owner; and

**WHEREAS**, City staff will undertake proceedings to vacate a portion of East 8<sup>th</sup> Street, east of 37<sup>th</sup> Avenue, as a separate Council action, as said street will become unnecessary for general circulation of traffic after construction of the two projects; and

**WHEREAS**, Caltrans and the City wish to enter into cooperative agreement for the acquisition of property and proposed street vacation; and

**WHEREAS**, sufficient funding is available in the Caltrans Grant Fund (2140), 42<sup>nd</sup> Avenue High Street Right of Way Project (C98530); and

**WHEREAS**, Caltrans and the City have previously entered into a Freeway Agreement, dated September 18, 1947, relating to that portion of State Highway Route 880 from High Street to Oak Street; and



**WHEREAS**, said Freeway Agreement will need to be amended to reflect the reconfiguration of the reconstructed freeway and City streets; now, therefore, be it

**RESOLVED:** that the City Administrator or her designee hereby be authorized to execute a cooperative agreement and an amendment to the existing freeway agreement with the California Department of Transportation (Caltrans), for the High Street Seismic Retrofit and 42nd/High Street projects; and be it

**FURTHER RESOLVED:** that the City Administrator or her designee be authorized to execute any additional documents or funding agreements necessary for the completion of the City's 42<sup>nd</sup>/High Street Access Improvement Project

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_

**PASSED THE FOLLOWING VOTE:**

AYES – BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND PRESIDENT DE LA FUENTE

NOES –

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California