



Jack London Improvement District Meeting of the Board of Directors

August 9th, 2021, 5:00PM Via Video Conference

<https://us02web.zoom.us/j/6999564114>

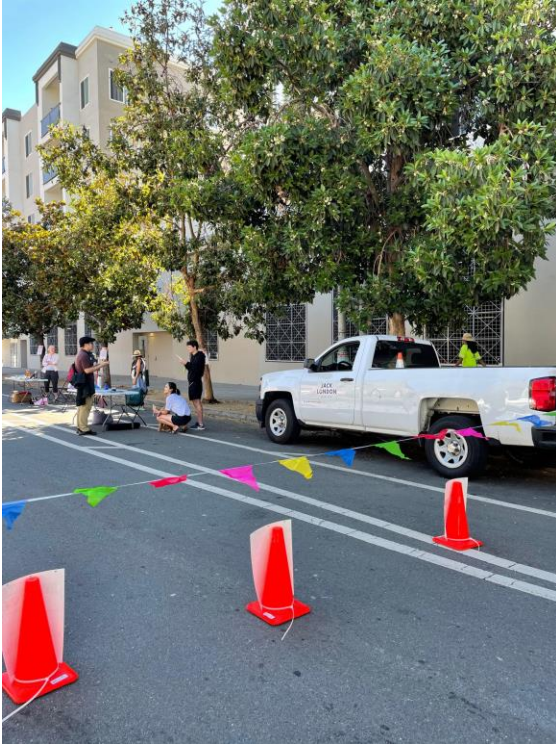
1. **Call to order and introductions** 5:00
2. **Public Comment and Announcements** 5:10
3. **Executive Update** 5:20
 - a. Safety and Maintenance Discussion
 - b. Planned public forum on public safety in commercial districts with Candidates for Alameda County DA
 - c. Howard Terminal Development Update
4. **OAAP Historic Impact Mitigation- Action Item** 5:30
 - d. Approve MOU for Jack London Improvement District’s role in the historic resource impact mitigation for the Oakland Alameda Access Project (OAAP). From attached document:
“Alameda CTC will fund the installation of up to two (2) interpretative panels within project limits in Oakland, documenting the history of the George A. Posey Tube and the importance of its engineering achievements... Alameda CTC will provide contextual information and funding to Jack London Improvement District, which will design, fabricate, install, and maintain signage.”
5. **Financial Review and Reports – Action Item** 5:40
 - a. Approve Statements of Financial Position, Budget v Actual as of June 30th, 2021
6. **Approval of July 2021 Minutes– Action Item** 5:50
7. **Adjourn** 6:00
Next Board Meeting September 13th, 5:00 PM

Jack London Improvement District – 333 Broadway, Oakland, CA 94607 – 510-388-4412

BROWN ACT: Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Jack London Improvement District agendas are posted with the City of Oakland. Action may not be taken on items not posted on the agenda. Copies of the agenda are available at 333 Broadway, Oakland, CA 94607 or through jacklondonoakland.org. Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, please notify info@jacklondonoakland.org at least 48 hours prior to the meeting. The public will be provided with an opportunity to address the board on any item during agenda item number 2.



Executive Update, August 2021
Savlan Hauser, Executive Director



This month's work:

- Jack London's annual block party took place on National Night Out on Madison Streets with a small gathering.
- This fall we launch a collaboration with the city exploration app [Vibemap](#), engaging our local merchants and celebrating our neighborhood assets and destinations. We're inviting merchants to participate on the platform and learn more at an upcoming Business Coffee Hour 8/17.

Activation Through Art Events:

- [Night Watch](#) floating video installation September 16-22 @Estuary, Viewing from Ferry Landing
- [Findings](#) Women of Color in Science Mural to be completed this week @Modera JLS.

Other resources and highlights:

- For graffiti abatement or vandalism prevention resources, [please get in touch](#).
- We have been working with the City, property owners, and merchants on **Flex Streets**, allowing merchants space in the public right-of-way. If your business needs help implementing outdoor seating or curbside use, contact us.

Our District In the News

[A's agree to resume talks with Oakland on building a waterfront ballpark, mayor office says](#) – East Bay Times

[Reconnecting the Town: Enhancing Oakland's Civic Hub through Safer, Equitable Transportation](#) Kaplan Calls for Expansion of Ferry Service to and from Oakland – City of Oakland

[Update: Former California Senator Barbara Boxer Assaulted, Robbed In Oakland's Jack London District](#) – CBS Bay Area

Jack London Improvement District	
July 2021 Clean & Safe Statistics	
Task	Totals
Business Contacts	7
Car Break-In Reported	41
Graffiti - Removed	10
Hospitality Contacts*	660
Illegal Dumping	103
Stickers/Flyers/Posters Removed	101
Trash (lbs)	12423
Weed Abatement (block faces)	20

**Hospitality contacts include interactions with unhoused individuals, offering welfare checks/ connection to services, and visitors to the district are increasing*

This Month's Events

- **Jack London Beat 1X NCPC meets Fourth Tuesdays.** Next meeting- 8/24, 6:15PM
- **Jack London Business Coffee Hour.** Next meeting 8/17, 10:30AM

Development/ Construction Updates

- **335 3rd Street** – construction underway. 38 Homes, 3 very low income, LEED Certified, by R2 Building
- **"Mirador" 201 Broadway**- 48 Homes 4,000sqft retail— Entitled property listed for sale
- Rehabilitation at **322 Broadway @ 4th** Continues, Developer: Smart Growth
- **4th and Alice** Developer: Stay Cal Hospitality + Strombom Properties: Seismic Retrofit & Building Renovation in the final stages, 10,500SF divisible available for lease 1/21
- **County Broadway Properties:** Development team selected: Related Companies and EBALDC
- **412 Madison** 157 homes, ground floor retail. Developer: Swenson

Draft Email to Businesses and Partners
RE: Vibemap - Jack London Neighborhood Challenge

Jack London BID is partnering with Vibemap to host the Vibemap - Jack London Neighborhood Challenge this coming September. Below is some more information about the upcoming neighborhood challenge. Vibemap is a new city discovery app that connects you with meaningful places, events, and experiences that match your vibe. Their mission is to bring people together in real life to foster a greater sense of belonging. Attached is a one pager that shares more about Vibemap.

Virtual Coffee Hour

We would like to invite you to a virtual coffee hour with the Vibemap team to share more information and answer any questions on Tuesday, August 17th. We will follow up with more details in a subsequent email.

Neighborhood Challenge

The Vibemap - Jack London Neighborhood Challenge is intended to get people to explore and engage the Jack London neighborhood more in depth than they might otherwise. People will use Vibemap to “vibe with” places, events and experiences in Jack London. In order to “vibe with” a place you must have the Vibemap app on your phone and be physically present at that place, event or experience.

People earn points on Vibemap for adding vibes, saving, sharing or vibing with places, events or experiences in Jack London. As people earn points they earn badges to acknowledge their achievement, unlock rewards and are entered into a raffle to win more valuable prizes.

Places, events and experiences where people can earn points will be selected by Vibemap and the Jack London BID to encourage people to visit a variety of places throughout the neighborhood including, but not limited to: restaurants, cafes, bars, public open spaces, public art, murals, vistas, special streets, historic places, neighborhood tours, and other events and experiences.

Partner Participation

If you are interested in having your place, event or experience included in the Vibemap - Jack London Neighborhood Challenge please let us know. The Jack London BID and Vibemap will offer \$100 to businesses for any specials, coupons or promotions that you are willing to offer to participants of the challenge.

We are also looking to acquire and promote a handful of other large prizes such as all expenses paid nights out, experiences, staycations, etc. If you have a service or experience that you would like to offer as one of our larger prizes, please let us know.



www.vibemap.com
hello@vibemap.com

Vibemap

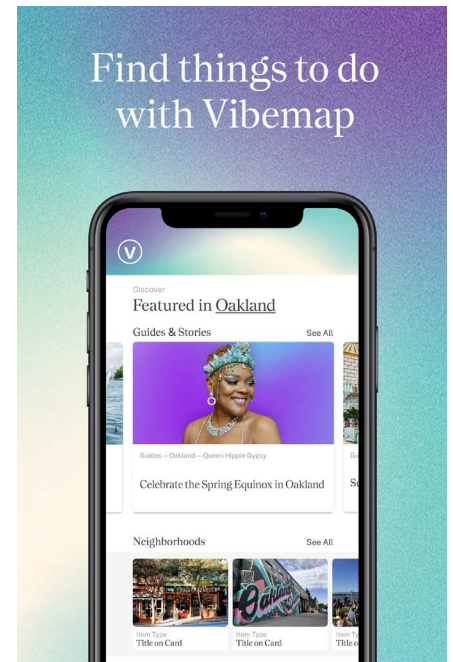
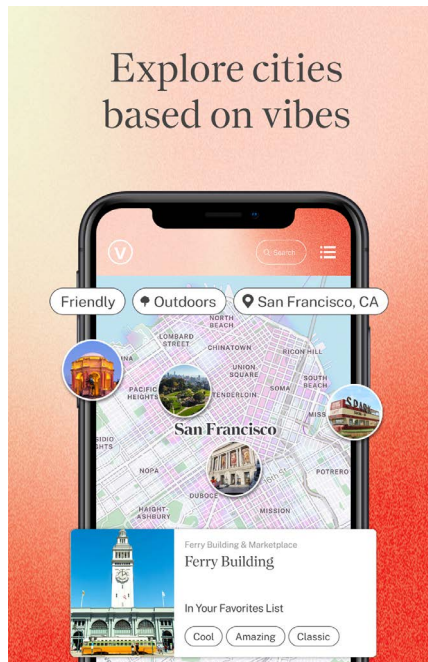
A city discovery app that connects you with places, events and experiences, that match your vibe.

Our mission is to bring people together in real life to foster a greater sense of belonging. We are doing that with vibes. A vibe is a hidden vibration that people intuitively feel.

We all have vibes.
As do cities, places, and events.

Vibemap suggests places to go and things to do based on your vibe. The more you use Vibemap, the more personalized the experience gets.

As a result, we intend to bring people together in new ways in order to support small and local businesses and experience the magic of showing up in real life.



Vibemap Businesses & Partners

Join Vibemap in support of vital local businesses, public spaces, events, and the people who make the magic of your city happen.



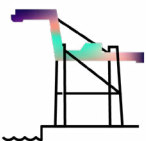
Good vibes only

Vibemap is about positive vibes and tips, not ratings and reviews.



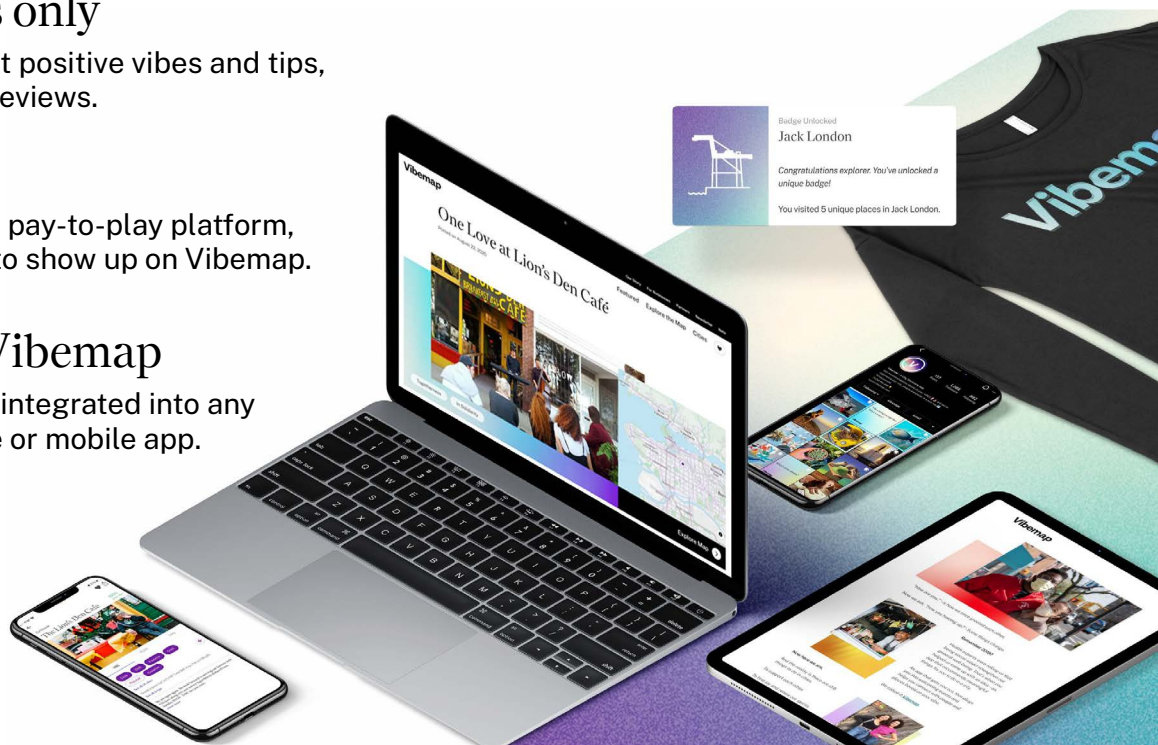
Local Love

Vibemap is not a pay-to-play platform, there is no cost to show up on Vibemap.



Your own Vibemap

Vibemap can be integrated into any branded website or mobile app.



**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE OAKLAND ALAMEDA ACCESS PROJECT
IN OAKLAND AND ALAMEDA, CALIFORNIA**

WHEREAS, pursuant to §23 U.S.C. the Federal Highway Administration (FHWA), has assigned and California Department of Transportation (Caltrans) (including all subordinate divisions defined below) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Memorandum of Understanding (MOU) between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Project Delivery Program Pursuant to 23 U.S.C. 327*, which became effective on December 23, 2016, and applies to this undertaking; and

WHEREAS, pursuant to the January 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA), Caltrans is deemed to be a federal agency for all highway-aid projects it has assumed, and in that capacity Caltrans has assigned the role of “agency official” to the Caltrans Division of Environmental Analysis (DEA) Chief for the purpose of compliance with 36 CFR § 800. The responsibility for oversight, day-to-day responsibilities, and coordination of the Section 106 process are further delegated to the DEA Cultural Studies Office (CSO) Chief; and

WHEREAS, Caltrans and Alameda County Transportation Commission (Alameda CTC) proposes to implement the federally funded Oakland Alameda Access Project (Undertaking) in the Cities of Oakland and Alameda, in Alameda County, California. The project will alter traffic flow and improve safety for pedestrians, cyclists, and roadway users, as described in Attachment A; and

WHEREAS, the Undertaking's Area of Potential Effects (APE) in Attachment B includes all areas where work is proposed and the known or reasonably anticipated boundaries of any built environment or archaeological resources which may experience direct or indirect effects as a result of the Undertaking; and

WHEREAS, Caltrans has determined that the Undertaking will have an adverse effect on two historic properties: the George A. Posey Tube, a property determined to be eligible for inclusion in the National Register of Historic Places (National Register) under Criterion A for its association as the first subaqueous automobile tunnel in the West and for its important association with the development of the automobile as the primary method of transportation in California, and Criterion C of the National Register for its innovative engineering and Art Deco style of its Oakland and Alameda Portal buildings and Approaches; and the Oakland Waterfront Warehouse District, which is listed on the National Register under Criterion A for its association with Oakland's industrial history, and Criterion C because of its cohesive early twentieth-century utilitarian industrial architecture, and therefore both are historic properties as defined at 36 CFR § 800.16(1)(1); and

WHEREAS, Caltrans has thoroughly considered alternatives to the Undertaking and has determined, in consultation with the California State Historic Preservation Officer (SHPO), that the statutory and regulatory requirements on the design of the Undertaking preclude the possibility of avoiding adverse effects to the George A. Posey Tube and the Oakland Waterfront Warehouse District during the Undertaking's implementation, and has further determined that the execution and implementation of this Memorandum of Agreement (MOA) will take into account the adverse effects of the Undertaking; and

WHEREAS, Caltrans has consulted with the SHPO pursuant to Stipulations X.C, and XI of the Section 106 PA, and where the Section 106 PA so directs, in accordance with 36 CFR § 800, the regulation that implements Section 106 of the National Historic Preservation Act (NHPA) of the 1966 (16 U.S.C. 470f), as amended, regarding the Undertaking's effects on historic properties and will file a copy of this MOA with the Advisory Council on Historic Preservation (ACHP) in accordance with Stipulation X.C.3.b of the Section 106 PA; and

WHEREAS, Caltrans has consulted with the Oakland Cultural Heritage Survey; City of Oakland Landmarks Preservation Advisory Board; City of Oakland Planning and Building Department; Oakland Heritage Alliance; Jack London Improvement District; City of Alameda Community Development Department; City of Alameda Historical Advisory Board; Alameda Architectural Preservation Society; Art Deco Society of California; Alameda County Historical Society; the California Preservation Foundation, and the South of the Nimitz Improvement Council (SoNic), regarding the Undertaking and its effects on historic properties and have invited them to participate in the development and implementation of Stipulation II of this MOA; and

WHEREAS, Caltrans has consulted with representatives from the Trina Marine Ruano Family; Ohlone Indian Tribe; Ohlone/Costanoan-Northern Valley Yokuts-Bay Miwok; Muwekma Ohlone Indian Tribe of the SF Bay Area; Indian Canyon Mutsun Band of Costanoan; Ohlone/Costanoan; and Amah Mutsun Tribal Band of Mission San Juan Bautista; The Confederated Villages of Lisjan; and the Rumsen Am:a Tur:ataj Ohlone Tribe regarding the effects of the Undertaking and none of the groups or individuals requested to be a consulting party; Caltrans will continue to consult with them and will afford them, should they so desire, further opportunity to more directly and actively participate in the implementation of the Undertaking itself and this MOA; and

WHEREAS, the Costanoan Rumsen-Carmel Tribe has participated in the consultation and are participating as concurring parties; and

WHEREAS, Caltrans District 4, Alameda CTC, City of Oakland (including the City of Oakland Landmarks Preservation Advisory Board), and Jack London Improvement District have participated in the consultation, have a responsibility to fulfill the terms of this MOA, and are participating as invited signatories; and

WHEREAS, Oakland Heritage Alliance, and SoNic have participated in the consultation and are participating as concurring parties; and

NOW, THEREFORE, Caltrans and the SHPO agree that if the Undertaking proceeds, the Undertaking shall be implemented in accordance with the following stipulations in order to take

into account the effect of the Undertaking on historic properties, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

Caltrans shall ensure that the following stipulations are carried out:

I. AREA OF POTENTIAL EFFECTS

- A. The Undertaking's APE was established in accordance with Stipulation VIII.A of the Section 106 PA and is depicted in Attachment B of this MOA. The APE was delineated to include all areas where work is proposed, including the known or reasonably anticipated boundaries of archaeological and cultural properties and any locations where construction activities will take place.
- B. If Caltrans determines that additional APE revisions are necessary, Caltrans shall inform the parties of the MOA of the revisions and consult no more than fifteen (15) days to reach agreement on the proposed revisions. If Caltrans, the SHPO, and other appropriate signatories cannot reach such an agreement, then the parties to this MOA shall resolve the dispute in accordance with VI.C below. If all parties reach mutual agreement on the proposed revisions, Caltrans will submit a new APE map reflecting the revisions, consistent with Stipulation VIII.A and Attachment 3 of the Section 106 PA, no later than thirty (30) days following such agreement. Any further investigation or document necessitated by the revised APE will follow the procedures for the identification and evaluation of potential historic properties as specified in Stipulation VIII of the Section 106 PA and in accordance with 36 §CFR 800.4(a)(2-4) and 88.4(b). The amendment of the APE will not require amendment to the MOA. The revised APE and supporting documentation shall be incorporated into Attachment B to this MOA.

II. TREATMENT OF HISTORIC PROPERTIES

Caltrans shall ensure that inadvertent effects are avoided and adverse effects of the Undertaking on the George A. Posey Tube and the Oakland Waterfront Warehouse District are resolved through the following measures.

A. Built Environment Treatment Plan

Caltrans District 4 will ensure that the protocols outlined in the Built Environment Treatment Plan (BETP) (Attachment C), will be adhered to until this MOA is terminated.

- 1. The BETP discusses the implementation of an Environmentally Sensitive Area (ESA) for the protection of the Eastern Pylon Base and where possible the Western Pylon Base at the Oakland Approach. Following the completion of construction in the area of the pylon bases, the pylon bases will be cleaned and stabilized.
- 2. The BETP addresses the process by which the Undertaking's activities at the George A. Posey Tube Oakland Approach can conform with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties; identifies the approval process

for the Undertaking's Plans, Specifications, and Estimates (PS&E) Package, prior to and during project construction; and establishes the review process for the aesthetic design of the features of the George A. Posey Tube Oakland Approach.

3. The BETP includes a process of review of the project PS&E packet at 65% and 95% completion by consulting parties, which include signatories to this MOA.
 - a. Caltrans will first submit each PS&E packet to the consulting parties for a 30-day review and comment period.
 - b. Following the 30-day comment period, Caltrans will submit the PS&E packet with any comments to SHPO for a subsequent 30-day review and comment period.
 - c. Caltrans will follow the process outlined in the BETP in response to comments or a lack of comments.

B. Historic American Engineering Record Documentation

Caltrans District 4 shall ensure that Alameda CTC shall record and document the George A. Posey Tube to the standards of the Historic American Engineering Record (HAER). This recordation and documentation will be conducted as follows:

1. Prior to the commencement of construction activities for the Undertaking, Alameda CTC will contact the regional Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) coordinator at the National Park Service (NPS) Interior Regions 8, 9, 10, and 12 Regional Office to request that NPS stipulate the level of and procedures for completing the documentation. Within ten (10) calendar days of receiving the NPS stipulation letter, the Alameda CTC will send a copy of the letter to all parties to this MOA for their information. If no response is received within ninety (90) calendar days of submittal to NPS, Caltrans shall confer with SHPO on how to move forward with HAER documentation.
2. Alameda CTC will ensure that all recordation documentation activities are performed or directly supervised by professionals who meet the standards in VI.A.3.
3. Upon receipt of the NPS written acceptance letter, Alameda CTC will make archival, digital, and bound library-quality copies of the documentation and provide them to the Caltrans Transportation Library, Sacramento; the California Office of Historic Preservation; and the Caltrans Cultural Studies Office. Additional copies will be offered to the City of Oakland Cultural Heritage Survey, Oakland Heritage Alliance, Jack London Improvement District, City of Alameda Historical Advisory Board, Alameda Architectural Preservation Society, Art Deco Society of California, Alameda County Historical Society, California Preservation Foundation, and SoNic.
4. Caltrans will notify SHPO that the documentation is completed, and all copies are distributed as outlined in II.B.3. Completion of the documentation will be included in the annual report outlined in VI.F. All surveys shall be completed prior to the commencement of the project's construction activities.

C. National Register Nomination for the George A. Posey Tube

Caltrans District 4 shall ensure that Alameda CTC shall nominate the George A. Posey Tube to the National Register of Historic Places. Recordation of the historic property and

completion of the nomination will occur following conclusion of project activities at the George A. Posey Tube.

1. Alameda CTC will submit the nomination to Caltrans District 4 for review and approval pursuant to Stipulation II.I of this MOA.
2. Upon approval Caltrans will submit the National Register Nomination form to the California Office of Historic Preservation per Office of Historic Preservation (OHP) guidelines for review and approval. Those portions of the nomination which are inadequate or are not prepared in accordance with the guidelines published in Bulletin 16A will be returned to the applicant for further work accompanied by a Request for Information or Return letter explaining what must be addressed in order to move the nomination forward.
3. Alameda CTC will complete any revisions that the OHP requires. Caltrans will review and approve the revisions pursuant to II.I prior to resubmitting the nomination to OHP.
4. Once OHP determines the nomination is ready for hearing, OHP will notify all applicants, property owners, and appropriate governmental jurisdictions of the time and place of the State Historical Resources Commission (SHRC) meeting. If approved by the SHRC, the nomination will be sent to the SHPO for certification and forwarded to the Keeper of the National Register (Keeper) in Washington, D.C.. The final determination is made approximately forty-five (45) days after receipt by the Keeper.
5. If, as a result of a decision by the OHP, the SHRC, or the Keeper, the nomination process cannot be completed, Caltrans will have fulfilled its obligation under Stipulation II.C of this MOA.
6. Upon listing in the National Register of Historic Places, Caltrans District 4 shall offer copies of the nomination to the organizations in II.B.3.

D. Façade Improvement Plan

1. Alameda CTC will make a donation of \$100,000 to the City of Oakland's Façade Improvement Program.
2. Caltrans District 4 will ensure that Alameda CTC execute a Memorandum of Understanding (MOU) agreement between Alameda CTC and the City of Oakland. The MOU will document the donation to the Oakland Façade Improvement Program, and will be conditioned as follows:
 - a. The City of Oakland will be responsible for ensuring distribution of funds to eligible entities and for any follow up actions regarding completion of improvements consistent with the City's Façade Improvement Program.
 - b. The funds will be limited for use within the Oakland Waterfront Warehouse Historic District.
 - c. Where funds are used on contributing features of the Oakland Waterfront Warehouse District, the City of Oakland will ensure that the project activities meet Secretary of the Interior's Standards as interpreted by the City of Oakland and City of Oakland Landmarks Preservation Advisory Board.
3. The Alameda CTC shall provide the donation and execute the MOU prior to the termination of this MOA.

E. Interpretive Panels

Alameda CTC will fund the installation of up to two (2) interpretative panels within project limits in Oakland, documenting the history of the George A. Posey Tube and the importance of its engineering achievements.

1. The panels will be developed in accordance with the existing Jack London Improvement District's signage program, to ensure conformity of signage with the specifications of the program.
2. Alameda CTC will provide contextual information and funding to Jack London Improvement District, which will design, fabricate, install, and maintain signage. The contextual information will be based on data presented in the HAER outlined in II.B.
3. The panel design and content will be reviewed and approved by Caltrans PQS staff pursuant to II.I. Prior to final approval by Caltrans PQS Staff, the Office of Historic Preservation will be afforded a thirty (30) day review and comment period on the draft panel.
4. The Alameda CTC shall ensure the installation of the interpretive panels prior to the termination of this MOA.

F. Science, Technology, Engineering, Arts, and Mathematics (STEAM) Program

Caltrans District 4 will ensure that Alameda CTC creates two (2) STEAM aligned teacher's packets.

1. One teacher's packet will discuss the history of the Oakland Waterfront Warehouse Historic District and will be completed to align with Grade 11 curriculum for social science or history; and one teacher's packet will discuss the engineering significance of the George A. Posey Tube and will be completed in alignment with Grades 7 and 8 curricula for physical science.
2. The teacher's packets will be reviewed and approved by Caltrans PQS staff pursuant to II.I.
3. The teacher's packets will be made available electronically by Alameda CTC on the Alameda CTC project website and the Caltrans Cultural Studies Office Mitigation website, and they will be offered for placement on other websites, such as those for the Oakland Unified School District, the Alameda Unified School District, and libraries in the Cities of Oakland and Alameda.
4. The Alameda CTC shall ensure the creation of two STEAM aligned teacher's packets prior to the termination of this MOA

G. Public Presentation

Caltrans District 4 and Alameda CTC will work with the California Preservation Foundation (CPF) to develop a one-hour webinar and virtual tour of the George A. Posey Tube, which the CPF will host.

1. Caltrans District 4 will provide access to the George A. Posey Tube for CPF to video record a virtual tour. The virtual tour video will be produced to include captions.

2. Caltrans and Alameda CTC's consultant will work with CPF staff to develop the content and present the video recording virtual tour and webinar.
3. The webinar will be delivered prior to the termination of this MOA.

H. Tour of the George A. Posey Tube

1. Caltrans District 4 shall provide access to the George A. Posey Tube and Portal Buildings for up to three (3) walking tours per calendar year for attendance by the public prior to completion of project construction.
 - a. Tours will be limited to ten (10) people.
 - b. The tours will be free of charge.
 - c. The Oakland Portal building is not Americans with Disabilities (ADA) accessible and in-person tours will not be available to individuals needing special accommodation. A virtual tour of the building will be available, as per II.H.
2. Notification of the tours will be via the websites, list serves and/or other methods of communication available to the consulting parties of this MOA, prior to the commencement of construction. Notification material will clearly state the tour is not ADA accessible.
3. Alameda CTC will coordinate with consulting parties to determine appropriate tour dates for up to three (3) walking tours within a calendar year.
4. Alameda CTC will be responsible for the registration of tour attendees, all communication between the consulting parties and tour attendees. Alameda CTC will provide documentation of tour attendance to Caltrans District 4 and ensure that attendees are aware of the time, location, access, and safety needs of the tours.
5. Alameda CTC will provide any safety equipment deemed necessary by Caltrans to attendees at the commencement of the tour.
6. Alameda CTC will not be responsible for any safety liability of attendees and attendees will sign waivers for any liability.
7. Caltrans District 4 will be responsible for providing access to the George A. Posey Tube and Alameda and/or Oakland Portal Building.

I. Review Requirements

1. For all measures as applicable in Stipulation II, Alameda CTC will submit draft documentations to Caltrans District 4, for review and comment. Caltrans District 4 will have thirty (30) calendar days to provide comment on the documents. If Caltrans District 4 does not respond within thirty (30) calendar days Alameda CTC will consider the submitted document as final. Caltrans may request an additional fifteen (15) calendar day extension if needed.
2. Alameda CTC will take all comments into account in revising the documents and submit a final version to Caltrans District 4 for approval. Caltrans District 4 has thirty (30) calendar days to approve or schedule a meeting to discuss comments on the documents. If a comment resolution meeting is required, Caltrans will have fifteen (15) calendar days from the date of the meeting to provide any further comments.

III. NATIVE AMERICAN CONSULTATION

Caltrans has consulted with the representatives from the Costanoan Rumsen-Carmel Tribe; Trina Marine Ruano Family; Ohlone Indian Tribe; Ohlone/Costanoan-Northern Valley Yokuts-Bay Miwok; Muwekma Ohlone Indian Tribe of the SF Bay Area; Indian Canyon Mutsun Band of Costanoan; Ohlone/Costanoan; Confederated Villages of Lisjan; Rumsen Am:a Tur:ataj Ohlone; and Amah Mutsun Tribal Band of Mission San Juan Bautista regarding the proposed Undertaking and its effects on historic properties, will continue to consult with them, and will afford them, should they so desire, the opportunity to participate in the implementation of this MOA and the Undertaking. If other tribes or Native American groups who attach religious or cultural significance to historic properties that may be affected by this Undertaking are identified, Caltrans will invite them to participate as consulting parties as the Section 106 process moves forward.

IV. TREATMENT OF HUMAN REMAINS

As legally mandated, human remains and related items discovered during implementation of the terms of this Agreement and the Undertaking will be treated in accordance with the requirements of Health and Safety Code Section 7050.5(b). If pursuant to Health and Safety Code § 7050.5(c), the coroner determines that the human remains are or may be those of a Native American, then the discovery shall be treated in accordance with the provisions of Public Resources Code § 5097.98 (a)(d).

Caltrans, as the landowner of a portion of the APE, shall ensure, to the extent possible, that the views of the Most Likely Descendent(s), as determined by the Native American Heritage Commission (NAHC), is taken into consideration when decisions are made about the disposition of Native American human remains and associated objects.

V. DISCOVERIES AND UNANTICIPATED EFFECTS

If Caltrans determines, during implementation of the terms of this MOA or after construction of the Undertaking has commenced, that the Undertaking will affect a previously unidentified property that may be eligible for listing in the National Register or affect a known historic property in an unanticipated manner, Caltrans will address the discovery or unanticipated effect in accordance with 36 CFR Section 800.13(c) and will assume any discovered property to be eligible for inclusion in the National Register.

VI. ADMINSTRATIVE PROVISIONS

A. Standards

1. **Definitions.** The definitions provided at 36 CFR § 800.16 are applicable throughout this MOA.
2. Parties to this agreement are defined as follows:
 - a. Signatory parties have the sole authority to execute, amend, or terminate the MOA.
 - b. Invited Signatories have the authority to amend or terminate the MOA.
 - c. Concurring parties, signing the MOA do so to acknowledge their agreement or concurrence with the MOA, but have no legal authority under the MOA to terminate or amend this MOA. Concurring with the terms of this MOA does not constitute their agreement with the Undertaking.

3. **Professional Qualifications.** Caltrans will ensure that only individuals meeting the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-39) as defined in Attachment 1 of the Section 106 PA, in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations I, II, III, IV, and V in this MOA. However, nothing in this stipulation may be interpreted to preclude Caltrans or any agent or contractor thereof from using persons who do not meet the PQS as long as they are directly supervised by professionals who meet the standards.
4. **Documentation Standards.** Written documentation of activities prescribed by Stipulations I, II, III, IV, and V of this MOA shall conform to *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-44740) as well as to applicable standards and guidelines established by the SHPO.
5. **Curation and Curation Standards.** If legal owner(s) of materials resulting from the activities presented by this MOA choose to curate those materials, Caltrans shall ensure that, to the extent permitted under § 5097.98 and § 5097.991 of the California Public Resources Code and the Native American Graves Protection and Repatriation Act (NAGPRA) [25 USC 3001-3013] and its implementing regulations (43 CFR Part 10), the materials and records resulting from the activities prescribed by this MOA are curated in accordance with 36 CFR Part 79. Caltrans shall ensure that the views of the consulting parties are taken into consideration prior to decisions being made about the final disposition of archaeological materials resulting from activities prescribed by this MOA.

B. Confidentiality

The MOA parties acknowledge that the historic properties covered by this MOA are subject to the provisions of § 304 of the NHPA and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with said sections.

C. Resolving Objections

1. Should any party to this MOA object at any time in writing to the manner in which the terms of this MOA are implemented, to any action carried out or proposed with respect to implementation of the MOA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this MOA, Caltrans shall immediately notify the other MOA parties of the objection, request their comments on the objection within fifteen (15) days following receipt of Caltrans' notification, and proceed to consult with the objecting party for no more than thirty (30) days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.
2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If at the end of the 30-day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, then Caltrans shall forward all

documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:

- a. Advise Caltrans that the ACHP concurs in Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or
 - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the objection. The objection shall thereby be resolved; or
 - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR § 800.7(c) and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, Caltrans may proceed to implement its proposed response. The objection shall thereby be resolved.
 5. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.
 6. At any time during implementation of the measures stipulated in this MOA, should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this MOA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other signatory parties into account. Within fifteen (15) days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final. Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.
 7. Caltrans shall provide all parties to this MOA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to this stipulation, with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
 8. Caltrans may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

D. Amendments

1. Any signatory party to this MOA may propose that this MOA be amended, whereupon all signatory parties shall consult for no more than thirty (30) days to consider such amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to

appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with VI.E.

2. Attachments to this MOA may be amended through consultation as prescribed in I.B, as appropriate, without amending the MOA proper.

E. Termination

1. If this MOA is not amended as provided for in Section D of this stipulation, or if either signatory proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other MOA parties, explain the reasons for proposing termination, and consult with the other parties for at least thirty (30) days to seek alternatives to termination. Such consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this MOA by promptly notifying the other MOA parties in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR 800.3-800.6, or request the comments of the ACHP pursuant to 36 CFR Part 800.

F. Annual Reporting

1. Alameda CTC shall prepare an Annual Report documenting actions carried out pursuant to this MOA. The reporting period shall commence one year from the date of execution. The Annual Report shall be distributed to all consulting parties to this MOA.
2. The Annual Report shall address the following: any scheduling changes proposed, historic property surveys and results, status of treatment and mitigation activities, ongoing and completed public programming, any uses that are affecting or may affect the ability of the federal lead agency to continue to meet the terms of this MOA, any disputes and objections received, and how they were resolved, and any additional parties who have become signatories or concurring parties to this MOA in the past year.
3. Alameda CTC in coordination with Caltrans District 4, shall coordinate a meeting of the signatories and consulting parties to this MOA, to be scheduled within ninety (90) calendar days of distribution of the Annual Report, or another mutually agreed upon date, to discuss activities carried out pursuant to this MOA during the preceding year and activities scheduled for the upcoming year. This meeting, should it be deemed unnecessary, may be cancelled by mutual consent of the signatory parties.

G. Duration

1. Unless terminated pursuant to Section E of this Stipulation, or unless it is superseded by an amended MOA, this MOA will be in effect following execution by the signatory parties until Caltrans, in consultation with the other signatory parties, determines that

all of its stipulations have been satisfactorily fulfilled. This MOA will terminate and have no further force or effect on the day that Caltrans notifies the other MOA signatories in writing of its determination that all stipulations of this MOA have been satisfactorily fulfilled.

2. The terms of this MOA shall be satisfactorily fulfilled within five (5) years following the date of execution by the signatory parties. If Caltrans determines that this requirement cannot be met, the MOA parties will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment of the MOA, or termination. In the event of termination, Caltrans will comply with Section E of this Stipulation if it determines that the Undertaking will proceed notwithstanding termination of this MOA.
3. If the Undertaking has not been implemented within five (5) years following execution of this MOA, this MOA shall automatically terminate and have no further force or effect. In such event, Caltrans shall notify the other signatory parties in writing and, if it chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 CFR Part 800.

H. Effective Date

This MOA will take effect on the date that it has been executed by Caltrans and the SHPO.

EXECUTION of this MOA by Caltrans and the SHPO, its filing with the ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36CFR§800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(l) of the NHPA, and shall further evidence that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE OAKLAND ALAMEDA ACCESS PROJECT
IN OAKLAND AND ALAMEDA, CALIFORNIA**

SIGNATORY:


CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Philip J. Stolarski 7/22/21 Date
Philip J. Stolarski, Division Chief
California Division of Environmental Analysis

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE OAKLAND ALAMEDA ACCESS PROJECT
IN OAKLAND AND ALAMEDA, CALIFORNIA**

SIGNATORY:

CALIFORNIA OFFICE OF HISTORIC PRESERVATION

By  _____ Date 7/22/21
Julianne Polanco
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE OAKLAND ALAMEDA ACCESS PROJECT
IN OAKLAND AND ALAMEDA, CALIFORNIA**

INVITED SIGNATORIES:

CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 4


_____ Date 7/27/2021
Dina El-Tawansy, District Director
District 4

ALAMEDA COUNTY TRANSPORTATION COMMISSION

_____ Date

CITY OF OAKLAND

_____ Date

JACK LONDON IMPROVEMENT DISTRICT

_____ Date

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE OAKLAND ALAMEDA ACCESS PROJECT
IN OAKLAND AND ALAMEDA, CALIFORNIA**

CONCURRING PARTIES:

OAKLAND HERITAGE ALLIANCE

_____ Date

SOUTH OF THE NIMITZ IMPROVEMENT COUNCIL

_____ Date

COSTANOAN RUMSEN-CARMEL TRIBE

_____ Date

Tony Cerda, Chairperson

Jack London Improvement District
Statement of Financial Position
As of June 30, 2021

	Total
ASSETS	
Current Assets	
Bank Accounts	
1100 Bridge Bank Operating Account	38,364.83
1105 Discretionary Spending at Bridge Bank	2,975.63
1110 Money Market at Bridge Bank	436,528.29
1120 Federal Credit Union CD	250,000.00
Total Bank Accounts	\$ 727,868.75
Accounts Receivable	
1200 Accounts Receivable	88,547.05
Total Accounts Receivable	\$ 88,547.05
Total Current Assets	\$ 816,415.80
Other Assets	
1510 Security Deposits	2,000.00
Total Other Assets	\$ 2,000.00
TOTAL ASSETS	\$ 818,415.80
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable	348.75
Total Accounts Payable	\$ 348.75
Total Current Liabilities	\$ 348.75
Long-Term Liabilities	
PPP Loan	38,222.00
Total Long-Term Liabilities	\$ 38,222.00
Total Liabilities	\$ 38,570.75
Equity	
3100 Without Donor Restriction	297,596.77
3300 With Donor Restriction	
3310 Steam Factory	4,625.00
3320 Train Quiet Zone	5,023.84
3350 Waterfront District Special Project	47,168.13
Total 3300 With Donor Restriction	\$ 56,816.97
Net Revenue	425,431.31
Total Equity	\$ 779,845.05
TOTAL LIABILITIES AND EQUITY	\$ 818,415.80
Cumulative Unpaid Caltrans Assessments	\$ 262,025.00

**Jack London Improvement District
Simplified View: Budget vs Actuals 2020**

As of June 30th, 2021

	Actual YTD	Budget YTD
Revenue		
Total 4000 Assessment Income	\$889,321	\$551,841
8700 Contingency allowance for uncollected assessments*	-\$110,368	-\$55,184
Total Budgeted Revenue	\$778,953	\$496,657
Expenditures		
7000 MBSSI Maintenance, Beautification, Safety & Streetscape		
7100 Ambassador Services- Non-Port Assessment Funds	\$176,661	\$177,843
7150 & 7200 Subtotal- Port Share	\$94,769	\$92,925
7400 Maintenance Operations	\$14,063	\$19,170
Total 7000 MBSSI Maintenance, Beautification, Safety & Streetscape	\$285,493	\$289,938
7700 MED Marketing & Economic Development		
7710 & 7800 Management & Operations	\$51,516	\$62,431
7800 Special Projects	\$29,972	\$33,390
Total 7700 MED Marketing & Economic Development	\$81,487	\$95,820
8000 AGCR Administration & Government/Community Relations		
8010-8450 District Management & Governance	\$58,061	\$68,663
8510-8580 Office Operations	\$24,671	\$28,265
Total 8000 AGCR Administration & Government/Community Relations	\$82,732	\$96,928
Total 8600 Collection Fees	\$14,432	\$13,970
Total Expenditures	\$464,143	\$496,656
Gross Difference	\$314,810	\$1

Percentage Allocation by area of Work	Management Plan	2021
Maintenance & Beautification	55%	53%
Marketing & Economic Development	18%	17%
Administration & Government	19%	18%
Contingency & Collection	8%	13%
<i>Budget Management.</i> The management corporation may reallocate funding within the service categories, not to exceed 10 percent of the annual budgeted amount for each category consistent with the Management District Plan.		

**Jack London Improvement District - Meeting Minutes of the Board of Directors
July 12th, 2021 – 4:30 p.m. -- 420 3rd Street @ Federation Brewing**

Present: Mark Everton, Jonathan Fong, Chris Pastena, Taj Tashombe, Greg Pasquali, Dana Bushouse, Jen Nettles, Melissa O’Keefe, Keith Stephenson, Sam Nassif, Dan Hagerty, Kim Cole

Absent: Dan Hagerty, Michael Carilli, Peter Gertler

Staff: Savlan Hauser

<i>SUBJECT</i>	<i>DISCUSSION</i>	<i>ACTION?</i>
1. Call to order	The Board of Directors meeting was called to order at 4:30 p.m.	
2. Public comment and announcements		
3. Board Social	See the agenda packet for the Executive Update at http://www.jacklondonoakland.org/board-meetings .	
8. Adjourn	The meeting was adjourned at 5:30 PM. Next Board meeting will be held Monday, August 9th, 2021 at 5:00 PM virtually via Zoom.	

Board Attendance Record

2020 - 2021	Mark	Taj	Jonathan	Chris P.	Greg	Peter	Sam	Dana	Jen	Dan	Keith	Michael	Melissa	Kim
Dec	x	x	x	x	x	x	x	x		x			x	x
Jan	x	x	x	x	x	x	x	x	x			x	x	x
Feb	x	x	x	x	x	x	x				x	x		x
Mar	x	x	x	x	x		x		x	x	x	x	x	x
April	x	x	x	x	x	x			x			x		x
May	x	x	x	x	x			x	x			x	x	x
June	x	x	x	x	x	x		x	x		x	x	x	
July	x	x	x	x	x		x	x	x				x	x
Aug														
Sept														
Oct														
Nov														