



City of San Leandro

Meeting Date: October 6, 2014

Staff Report

File Number: 14-404

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.H.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Uchenna Udemezue
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) with Union Pacific Railroad (UPRR) for the Modification of the Railroad Crossing at Polar Way

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Union Pacific Railroad (UPRR) for the modification of the railroad crossing at Polar Way.

BACKGROUND

Polar Way (formerly Hudson Lane) provides the only access to the Preferred Freezer site, which is located at 400 Polar Way. This site was previously occupied by Hudson Lumber, and was previously permitted access across the UPRR railroad tracks by UPRR under a private crossing license. The California Public Utilities Commission (CPUC) allows private crossing access only to a single owner. To upgrade the roadway access across the existing UPRR tracks, and expand future opportunities, Hudson I.C.S. requested the City's assistance in changing the status of the railroad crossing from private to public. This change ensures that access to the site will no longer be restricted by the terms of Hudson Lumber Company's private crossing license. Only a public agency having jurisdiction over adjacent, receiving public right-of-way has the authority to apply for a public crossing license and therefore the City led the negotiations for the change in status of the crossing. The CPUC approved the request for change in crossing status in April 2004, consequently making it necessary for UPRR to enter into a MOU with the City for any modifications to the crossing.

Analysis

The upgrade to the crossing will involve the widening of Polar Way, allowing for two (2) lanes of traffic in each direction of travel, and installation of new ADA compliant sidewalks on both sides of Polar Way. The work will be performed in three (3) phases: relocation of the existing

railroad gates and equipment; construction of the widened driveway across the railroad track; and installation of the new railroad gates and equipment. The intent of the phasing of the work is to avoid unnecessary expenditure related to the installation of the new railroad gates and equipment, in the event that Alameda County purchases the rail right-of-way for the Eastbay Greenway, based on the outcome of Measure BB in the November election.

The improvements at the railroad crossing will enable delivery trucks to Preferred Freezer to quickly access and leave the site with the least impact to City streets because of the ability of the trucks to turn left from Polar Way onto San Leandro Boulevard, and get to Marina Boulevard en route to the freeway.

The previously executed Public Improvement Agreement between the City and Chill Build, LLC included provisions for financial responsibilities related to the improvements. Chill Build will pay its expenses, UPRR expenses related to the MOU, including additional right-of-way costs for the roadway widening, and the City's expenses for the work related to the MOU.

Previous Actions

On July 21, 2014, by Resolution No. 2014-082, the City Council authorized the City Manager to enter into a Public Improvement Agreement with Chill Build, LLC on the subject project.

Permits and/or Variances Granted

UPRR right of entry permit will be obtained prior to any work on UPRR right-of-way.

Environmental Review

A CEQA Notice of Exemption was obtained in October 2003.

Fiscal Impacts

- There is no fiscal impact from this project
- All costs incurred in preparing and processing the MOU will be paid by Chill Build, LLC.
- All construction and inspection costs for the improvements for the project will be paid by Chill Build, LLC.

ATTACHMENT

Attachment to Resolution

- MOU with UPRR

PREPARED BY: Austine Osakwe, Senior Engineer, Engineering and Transportation, Department



City of San Leandro

Meeting Date: October 6, 2014

Resolution - Council

File Number: 14-405 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Uchenna Udemezue
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) with Union Pacific Railroad (UPRR) for the Modification of the Railroad Crossing at Polar Way (widens Polar Way across the railroad tracks; all financial obligations related to the MOU will be borne by Chill Build, LLC)

WHEREAS, a Memorandum of Understanding (MOU) between the City of San Leandro and Union Pacific Railroad (UPRR), a copy of which is attached, has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said MOU substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said MOU, subject to the approval of the City Attorney; and
3. That an original executed MOU shall be attached to and made a part of this resolution.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ day of _____ 2014, by and between Union Pacific Railroad Company (“UPRR”), a Delaware corporation, and the City of San Leandro (“City”).

RECITALS

1. UPRR mainline tracks in the City at the Hudson Lane (Polar Way) at-grade railroad crossing, DOT: 834260X, on the Oakland Subdivision, Milepost 15.69 (“Crossing”) is scheduled to have improvements in phases to benefit City and UPRR;
2. The tracks at the Crossing have not had train operations in many years. UPRR tracks at this location may be purchased by Alameda County. A ballot measure in Alameda County to acquire funding for UPRR tracks and underlying right of way (ROW), will be voted on in November 2014;
3. To progress the project at Crossing and to reduce any monetary contribution for project in the event the tracks at the Crossing are sold, UPRR and the City have agreed to cooperate in a phased installation of signals and track panel/crossing surface at the Crossing;
4. City bears all responsibility for its own and all UPRR actual costs associated with the Crossing project. City will reimburse UPRR within 30 days of receipt of an invoice for such costs;
5. In the event the Alameda ballot measure passes and the ROW is sold by UPRR, the railroad crossing improvements described under Phase 3 shall not be undertaken;

AGREEMENT

Now, the parties agree as follows:

Section 1: Phased Construction:

The Crossing project will proceed in a phased construction schedule in three phases as follows:

1.1 First Phase:

Phase 1 work by UP: Temporary removal of two Standard #9 (flashing light signal assembly with automatic gate) warning devices at Crossing. Installation of crossbuck/stop sign assembly one on each approach to the crossing. Phase 1 work will not exceed \$23,999.00

Phase 1 work by City: Installation of asphalt to widen approach at crossing over railroad tracks supervised by UPRR flagman at City expense. Installation of 4” conduits for future signalization of Crossing. Installation of paving, sidewalk and curb areas. Prior to commencing any work which involves any portion of the ROW, the City and any contractor, as appropriate, will sign

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and deliver to UPRR a Right of Entry Agreement (ROE), on a form to be supplied by UPRR. Absent delivery of the signed ROE, no such work shall take place.

1.2 Second Phase:

Phase 2 work by UP: None.

Phase 2 work by City: Complete traffic signal improvements and modification of San Leandro Median and Existing Hudson Lane (Polar Way) roadway. Prior to commencing any work which involves any portion of the ROW, the City and any contractor, as appropriate, will sign and deliver to UPRR a Right of Entry Agreement (ROE), on a form to be supplied by UPRR. Absent delivery of the signed ROE, no such work shall take place.

1.3 Third Phase:

Phase 3 work by UP: Installation of Four CPUC Standard 9 (flashing light signal assembly with automatic gate arm) warning devices, two on north side of Crossing and two on south side of Crossing. Installation of signal circuitry and signal cabin for all new devices, including signal circuitry for traffic light preemption. Installation of new track panel and new concrete crossing surface.

Phase 3 work by City: Provide all necessary vehicular traffic control. Asphalt approaches to new crossing surface. Signal interconnection with railroad crossing signals. Produce all design documents and legal description for Crossing. Prior to commencing any work which involves any portion of the ROW, the City and any contractor, as appropriate, will sign and deliver to UPRR a Right of Entry Agreement (ROE), on a form to be supplied by UPRR. Absent delivery of the signed ROE, no such work shall take place.

Phase 3 work by City and UPRR: Enter into a Construction and Maintenance Agreement for the Crossing. As to costs incurred by the City and UPRR subsequent to execution of the Construction and Maintenance Agreement, paragraph 4 of the Recitals section of this MOU shall control.

Section 2. Miscellaneous Provisions:

2.1. Timing. UPRR and the City anticipate and shall use best efforts to complete the phased work on the following schedule: Phase 1, completion by September 31, 2014. Phase 2, completion by December 2, 2014. Phase 3, City and UPRR will enter into Construction and Maintenance Agreement by August 2015.

2.2. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter described herein, with the exception of the Construction and Maintenance Agreement described in section 1.3 and any ROE entered into by the City or its contractors.

2.3. Amendments. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by both parties.

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2.4. Termination. This MOU shall terminate on July 9, 2017, unless the parties otherwise agree in writing.

2.5. Counterparts. This agreement may be executed in one or more counterparts, each of which when so executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

CITY OF SAN LEANDRO

By: _____

Name: _____

Title: _____