

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	10/24/11	Open	Action	10/11/11

Subject: Approving A Temporary Private Road Crossing Agreement with Union Pacific Railroad for the South Sacramento Corridor Phase 2 (SSCP2) Project

ISSUE

Whether or not to approve the Temporary Private Road Crossing Agreement with Union Pacific Railroad for the South Sacramento Corridor Phase 2 (SSCP2) Project.

RECOMMENDED ACTION

Adopt Resolution 11-10-____, Approving a Temporary Private Road Crossing Agreement with Union Pacific Railroad for the South Sacramento Corridor Phase 2 (SSCP2) Project.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	7,000*
Budget Source:	Capital	Next FY:	\$	
Funding Source:	New Starts, STA, Measure A	Annualized:	\$	N/A
Cost Cntr/GL Acct(s) or	410.05.06.05	Total Amount:	\$	7,000*
Capital Project #:	SSCP-2			
Total Budget:	\$ 7,000*			

*A one-time license fee of \$7,000 is charged. RT is also responsible for all flagging costs, which are unknown at this time.

DISCUSSION

The South Sacramento Corridor Phase 2 project (Project) will extend Sacramento Regional Transit District's (RT's) light rail service from its existing terminus at Meadowview Road south and east 4.3 miles to Cosumnes River College (CRC). The project includes four stations located at Morrison Creek, Franklin Boulevard, Center Parkway, and Cosumnes River College. The estimated project cost is \$270 million.

To construct the SSCP2 light rail extension, RT and its contractors must use the existing Union Pacific Railroad (UPRR) private road crossing south of the confluence of Union House Creek and Morrison Creek. To access this private crossing, RT must enter into a Temporary Private Road Crossing Agreement with Union Pacific Railroad. This agreement will allow RT and its contractors to use the existing private crossing through June 30, 2013.

The Agreement requires RT to pay for all flagging costs whenever work is taking place within 25' of the UPRR tracks. The majority of the flagging costs will be incurred during work associated with the Morrison Creek aerial structure. Due to the recent UPRR requirements that RT's future

Approved:

Presented:

Final 10/12/11

General Manager/CEO

Director, Project Management

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light rail tracks be a minimum of 50' from the UPRR tracks, staff does not expect the need for flaggers beyond the work associated with the aerial structure.

The agreement also contains the following terms:

- RT's rights in the Road Crossing are subject and subordinate to UP's past and future right to use and grant others the right to use the property, without liability to RT.
- At the request of UPRR, RT must relocate the Road Crossing at RT's expense.
- RT is liable for "all cost, liability and expense whatsoever...in any way contributed to by any act or omission" by RT that affects the telecommunications systems and is also liable for all losses arising in "connection with" RT's activities, regardless of any negligence by UP.

RT staff recommends the Board approve the private road crossing agreement with Union Pacific Railroad.

RESOLUTION NO. 11-10-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

OCTOBER 24, 2011

**APPROVING A TEMPORARY PRIVATE ROAD CROSSING AGREEMENT WITH
UNION PACIFIC RAILROAD FOR THE
SOUTH SACRAMENTO CORRIDOR PHASE 2 (SSCP2) PROJECT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Temporary Private Road Crossing Agreement between Union Pacific Railroad (therein "Licensor") and the Sacramento Regional Transit District (therein "Licensee"), whereby Union Pacific Railroad agrees to allow Sacramento Regional Transit District temporary access to its private road crossing located at Mile Post 129.99 in Sacramento, California until June 30, 2013 under the terms and conditions set forth therein, is hereby approved.

THAT, this temporary private road crossing agreement between Union Pacific Railroad and Sacramento Regional Transit District is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Agreement.

DON NOTTOLI, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary