

## STAFF REPORT

**DATE:** June 18, 2024

**TO:** City Council

**FROM:** Dianna Jensen, Director of Public Works – Engineering & Transportation /  
City Engineer  
Ryan Chapman, Assistant Director of Public Works – Engineering &  
Transportation / Traffic Engineer

**SUBJECT:** Amtrak American Disabilities Accessible (ADA) / Olive Drive Shared-Use  
Path Connection, CIP No. ET8319

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### **Recommendations**

1. Receive an update on the 30% design for the Amtrak ADA / Olive Drive Shared-Use Path Connection; and
2. Adopt a Resolution Authorizing the City Manager to Sign a Memorandum of Understanding between the City and Amtrak.

### **Fiscal Impact**

There would be no impact to the general fund. The City would be obligated to fund the portion of the project providing extending the connection to Olive Drive, which is estimated to be \$4.5 million. This would be partially funded with both land/easement and \$1 million contributed by Ryder apartments (originally called Lincoln 40), and staff has applied for grant funding for the remainder of the necessary funding.

### **Council Goal(s)**

While not associated with a specific task, this project is consistent with the City Council's goal of Maintaining High Quality Infrastructure and Services.

### **Commission Action(s)**

The project alternatives were presented to the following commissions:

- Bicycling, Transportation, and Street Safety Commission (BTSSC) on April 13, 2023
- Historical Resources Management Commission (HRMC) on April 17, 2023

The majority of the feedback that was received preferred the undercrossing over the overcrossing.

Additional public comment was collected at two community meetings that occurred on March 6, 2024 at both the Amtrak Station and Ryder Apartment complex. This additional feedback from the community indicated that the undercrossing was the community's preferred alternate.

## **Background and Analysis**

In 2012, the Amtrak Capitol Corridor Joint Powers Authority, in partnership with Union Pacific Rail Road (which owns the railroad tracks), began working collaboratively to design and environmentally clear a third, main track for additional Capitol Corridor trips, preservation of Union Pacific freight operations and potential reduction of freeway congestion and carbon emissions.

At the same time, Amtrak was working on a multi-year program called the ADA Stations Program to bring the stations, or the components of stations for which Amtrak has ADA responsibility, into compliance with ADA requirements as quickly and as efficiently as possible while still providing service to passengers.

As the City of Davis owns the land and buildings at the Davis Amtrak Station, Amtrak representatives reached out early on to discuss the needs for this project. One of the needs includes some additional land outside the railroad Right-of-Way to build the access to the crossing, whether it be stairs and elevators over, or stairs and an ADA accessible ramp going under the tracks. With this knowledge, the City of Davis approached Union Pacific and Amtrak to collaborate on including a connection to the Olive Drive area in coordination with the Amtrak ADA Stations Program. With the recent addition of the Pole Line/Olive Drive shared-use path in 2022, this potential new connection from the Amtrak station to Olive Drive would provide Davis residents, pedestrians and bicyclists with a safer alternative route to go to and from Olive Drive, South Davis and Downtown Davis.

Amtrak is including the engineering design of the Olive Drive connector. The development of the Ryder apartments (originally called Lincoln 40) contributed \$1 million toward this crossing, as well as the land/easement for the connection. Though Amtrak is funding the majority of this project, additional funding for construction of the shared-use bicycle and pedestrian path still needs to be secured by the City for this connection and staff has been applying for grant funding to cover these costs.

The plans are currently at 30% design and two options were considered, an undercrossing or an overcrossing.

A thorough review of these options has been completed and the undercrossing has been identified as the preferred alternative and will be advanced to the final design and construction phase.

The undercrossing will include stairs and a ramp that will take passengers from the ground level at the station, down to a tunnel beneath the tracks, and then up to the newly designed center platform that will be 8 inches above the tracks.

While there will not be an additional bike access path to the tunnel, cyclists can use the ADA ramp or take the bike down the stairs, which will include a bike "gutter" to fit the wheels of the bike to facilitate walking bikes down the stairs. The tunnel will continue to the other side of the tracks and ramp up to a shared-use path connecting to Olive Drive.

The undercrossing also requires the modification of the Amtrak parking lot and station grounds, including the loss of some parking spaces in the lot that are reserved for rail commuters. As the project advances the design and environmental report, more detailed information will become available. Staff is exploring options for incorporation of additional secure bicycle parking at the station to help offset the loss of some vehicle parking.

The project design is anticipated to take until 2025 and construction will then take approximately two years, with the project completion in 2027.

The next steps are to complete the environmental review and design. Since a portion of the tunnel access will be on City property, staff is proposing a Memorandum of Understanding that identifies the project impacts and needs and starts to outline the construction and long-term maintenance responsibilities of both agencies.

**Attachment(s)**

1. Resolution
2. MOU
3. Undercrossing exhibit

**RESOLUTION NO. 24-XXX, SERIES 2024**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DAVIS AND NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)**

WHEREAS, National Railroad Passenger Corporation (Amtrak) is working on a multi-year project called the ADA Stations Program to upgrade train stations across American to be compliant with the Americans with Disabilities Act (ADA); and

WHEREAS, the Davis Train Station was selected by Amtrak to be upgraded for ADA improvements and Amtrak recently determined that the project will include an undercrossing; and

WHEREAS, two design alternatives were presented during community engagement and the undercrossing was preferred by the community, the Bicycling, Transportation, and Street Safety Commission and the Historical Resources Management Commission; and

WHEREAS, the City of Davis owns the land and buildings at the Davis Train Station, and Amtrak needs additional City rights of way to build an ADA accessible ramp to access the new railroad tracks; and

WHEREAS, the City of Davis reached out to Union Pacific Railroad to collaborate on a connection between the Amtrak ADA project and Olive Drive which would provide Davis residents, pedestrians and bicyclists with a safer alternative route to go to and from Olive Drive, South Davis and Downtown Davis; and

WHEREAS, Amtrak is funding the majority of this project, additional funding for construction of the shared-use bicycle and pedestrian path still needs to be secured by the City for this connection and staff has been applying for grant funding to cover these costs; and

WHEREAS, the development of the Ryder apartments (originally called Lincoln 40) contributed \$1 million toward this crossing; and

WHEREAS, there is a desire by both the City of Davis and Amtrak to identify the long-term maintenance responsibility and agency responsibility for funding project elements; and

WHEREAS, a Memorandum of Understanding, attached hereto, will accomplish both of these goals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby authorize the City Manager to Sign a Memorandum of Understanding between the City of Davis and the National Railroad Passenger Corporation (Amtrak) regarding the long-term maintenance responsibility needs for the ADA Stations Program project and identify agency responsibility for funding project elements.

PASSED AND ADOPTED by the City Council of the City of Davis on this 18th day of June, 2024, by the following vote:

AYES:

NOES:

Josh Chapman  
Mayor

ATTEST:

Zoe S. Mirabile, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
THE CITY OF DAVIS, CALIFORNIA**

This MEMORANDUM OF UNDERSTANDING (“MOU”) dated as of June \_\_, 2024, is made by and between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia (“Amtrak”), and the CITY OF DAVIS, CALIFORNIA, a municipal corporation operating under the general laws of the State of California (“City”) (Amtrak and the City shall be collectively referred to herein as the “Parties” or individually as a “Party”).

**RECITALS**

WHEREAS, the City owns certain property located in Davis, CA, as more specifically shown on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Union Pacific Railroad (“UP”) is the operating company of Union Pacific Corporation and owns certain property and railroad tracks in Davis, CA, as more specifically shown on Exhibit A;

WHEREAS, the City and UP have entered into an easement agreement (“Beautification Easement”) providing the City with certain rights to access and use a portion of the UP ROW;

WHEREAS, Amtrak provides passenger railroad operations in Davis, CA in UP’s right of way located in Davis, CA (“UP ROW”) and at the Davis, CA train station (“Station”). The Station is located on property owned by the City and located at 840 Second Street Davis, CA 95616-4624 (“City Property”), as more specifically shown on Exhibit A;

WHEREAS, Amtrak desires to design, construct and fund certain improvements on the City Property and on the UP ROW (the “Project”), to bring Amtrak’s railroad operations at the Station into compliance with the American with Disabilities Act of 1990, as amended (“ADA”);

WHEREAS, Amtrak also desires to design, construct and fund a pedestrian tunnel under the railroad tracks at the Station and on the UP ROW and to the New Platform (defined below) in order to provide safe passage for passengers at the Station (“Tunnel”);

WHEREAS, at the City’s request, Amtrak is willing to design, fund the design, and then construct, as funded by the City, an extension of the Tunnel (“Tunnel Extension”) in order to connect it to the City easements located south of the UP ROW (“City Easement Areas”) as shown on Exhibit A, in order to provide additional Station access for passengers;

WHEREAS, subject to Amtrak’s compliance with all applicable City permitting and approval processes, the City has agreed to permit Amtrak to perform the Project on the City

Property;

WHEREAS, the Parties desire to enter into this MOU to memorialize and document the agreement of the Parties relating to the Project and to reflect their intention to negotiate and enter into a definitive agreement that contains the necessary specificity and details to effectuate this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound to the extent set forth in this MOU, hereby agree to incorporate the above Recitals in this MOU and further agree as follows:

**1. Amtrak Work.** As part of the Project, Amtrak shall perform the following work, at its sole cost and expense (collectively, the “Amtrak Work”):

- a. Design, construct, and fund the design and construction of a new ADA compliant platform and ingress and egress to and from the new platform in the UP ROW, to be owned by UP or Amtrak pursuant to an agreement between Amtrak and UP (“UP Agreement”), upon the completion of construction, in a location as shown on Exhibit A (“New Platform”), and maintain and repair the New Platform;
- b. Design, construct and fund the removal of a portion of the existing side platform and related improvements upon the completion of the construction of the New Platform that are impacted by the New Platform, as shown on Exhibit A (“Existing Platform Area”), and maintain and repair the remaining portion of the Existing Platform Area after the completion of the construction of the New Platform, as agreed upon between Amtrak and UP;
- c. Design, construct and fund the design and construction of the Tunnel, to be owned by either Amtrak or UP pursuant to the UP Agreement upon the completion of construction, and repair and maintain the structure of the Tunnel after construction of the Tunnel is completed;
- d. Subject to Section 2(a) below, design and construct, and fund the design of the Tunnel Extension to be owned by either Amtrak or UP pursuant to the UP Agreement upon the completion of construction, in a location as shown on Exhibit A, and repair and maintain the structure of the Tunnel Extension after construction of the Tunnel Extension is completed;
- e. Subject to Section 2(d) below, design, construct, and fund the design and construction of the stairs and ramps on the City Property leading to the Tunnel, as shown on Exhibit A (“Tunnel North Access”);
- f. Subject to Section 2(c) below, design and fund the design of the ramps connecting the Tunnel to the City Easement Areas, as shown on Exhibit A (“Tunnel South Access”);

- g. Design, construct, and fund the design and construction of the retaining wall located on the City Property and UP ROW, ownership of which shall be determined by mutual agreement of the Parties prior to the completion of construction, in a location as shown on Exhibit A (“Retaining Wall”); and
- h. Design, construct, and fund the design and construction of the fences located on both the UP ROW and the City Property, ownership of which shall be determined by mutual agreement of the Parties prior to the completion of construction, in locations as shown on Exhibit A (collectively, the “Fences”).

**2. City Work.** As part of the Project, the City shall perform the following work, at its sole cost and expense (collectively, the “City Work”):

- a. Upon the completion of the construction of the Tunnel and subject to Section 1(c) above, install the security cameras in the Tunnel and perform all repair and maintenance of the non-structural components of the Tunnel as well as the security cameras in the Tunnel;
- b. Fund the construction of the Tunnel Extension and subject to Section 1(d) above, install security cameras in the Tunnel Extension and perform all repair and maintenance of the non-structural components of the Tunnel Extension and the security cameras installed in the Tunnel Extension;
- c. Fund the construction of the Tunnel South Access; after the completion of the construction of the Tunnel South Access, own the Tunnel South Access and perform all repair and maintenance of the Tunnel South Access (the timing and Party responsible for the construction of the Tunnel/Bridge South Access to be mutually agreed upon by the Parties and identified in the Definitive Agreement (defined below));
- d. Upon the completion of the construction of the Tunnel North Access, own the Tunnel North Access and perform all repair and maintenance of the Tunnel North Access; and
- e. Upon the completion of the construction of the Existing Platform Area, perform repair and maintenance of the Existing Platform Area as agreed upon between the City and UP and pursuant to the terms of the Beautification Easement.

**3. Real Property Agreement.** The City hereby agrees to grant to Amtrak the property rights reasonably required by Amtrak and as discussed in Section 6 below, in order to access City Property to construct and maintain the Amtrak Work. The exact location and terms of such property rights shall be mutually agreed upon by the Parties in a real property agreement executed between the Parties.

**4. Additional Construction, Maintenance and Operating Responsibilities.** The Parties



shall address and resolve in good faith, the following operation, maintenance and repair responsibilities for the following Amtrak Work and the City Work when the work is completed:

- a. Fence locations and ongoing repair and maintenance obligations with respect to the Fences have not been determined, other than as provided in Section 1(h) above.;
- b. Impact of the loss of twenty-one (21) parking spaces for the Station that currently exist on the City Property and that were previously funded by railroad funding; and
- c. Address emergency egress relating to the Project g in configurations mutually agreed upon by the City, Amtrak and UP.

**5. Retaining Wall:** In connection with the Project, the City hereby agrees to convey to Amtrak, at no cost to Amtrak, the real property rights required by Amtrak, in Amtrak's sole but reasonable discretion, to construct all or a portion of the Retaining Wall on City Property, and to access the City Property to repair and maintain the Retaining Wall after the completion of construction of the Retaining Wall in the event Amtrak, and not UP, is responsible for such maintenance of the Retaining Wall.

**6. Definitive Agreement.** The Parties shall endeavor to negotiate in good faith and enter into a mutually agreeable definitive written agreement and real property agreement (collectively, the "Definitive Agreements") consistent with the terms set forth in this MOU, setting out in greater detail and specificity the respective obligations of each of the Parties with respect to the matters described herein. The Parties hereby agree to use their best efforts to complete such negotiations and enter into the Definitive Agreements by March 31, 2025.

**7. Consideration.** In consideration for Amtrak agreeing to perform the Amtrak Work, the City hereby agrees to convey a portion of the City Property, as described in Section 3 above, and perform the City Work in accordance with a schedule mutually agreed upon by the Parties ("Schedule") and to coordinate such work so that the conveyance of the City Property and City Work does not cause a delay in the Amtrak Work or interfere with the Amtrak Work. In consideration for the City agreeing to perform the City Work, Amtrak hereby agrees to perform the Amtrak Work in accordance with the Schedule and to coordinate such work so that the Amtrak Work does not cause a delay in the City Work or interfere with the City Work. Amtrak performing the Amtrak Work is contingent upon the City performing the City Work.

**8. Miscellaneous.**

- a. MOU. This MOU is a legally non-binding instrument as to the topics contained herein and is intended only to describe the Parties' mutual understandings and agreements relating to the Project and to set forth their agreement relating thereto. Except as stated herein, this MOU has no legal force or effect of any nature whatsoever, it being the intent of the Parties to be bound with respect to any transaction described in this MOU only if and to the extent the Parties execute the Definitive Agreements. The Parties further acknowledge that the execution and delivery by each Party of the Definitive Agreements shall be subject to any required

approvals of each Party's board of directors and/or governing body, such as the Federal Railroad Administration.

- b. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this MOU may be executed and delivered by PDF, facsimile or other electronic signature by email transmission by the parties. Receiving Parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original has been received. No Party shall contest the admissibility or enforceability of the electronically signed copy of the MOU in any proceeding arising out of the terms and conditions of this MOU.
- c. Assignment. Neither Party may assign this MOU without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this MOU shall be null and void.

IN WITNESS WHEREOF, the Parties have duly executed this MOU as of the Effective Date.

NATIONAL RAILROAD PASSENGER CORPORATION

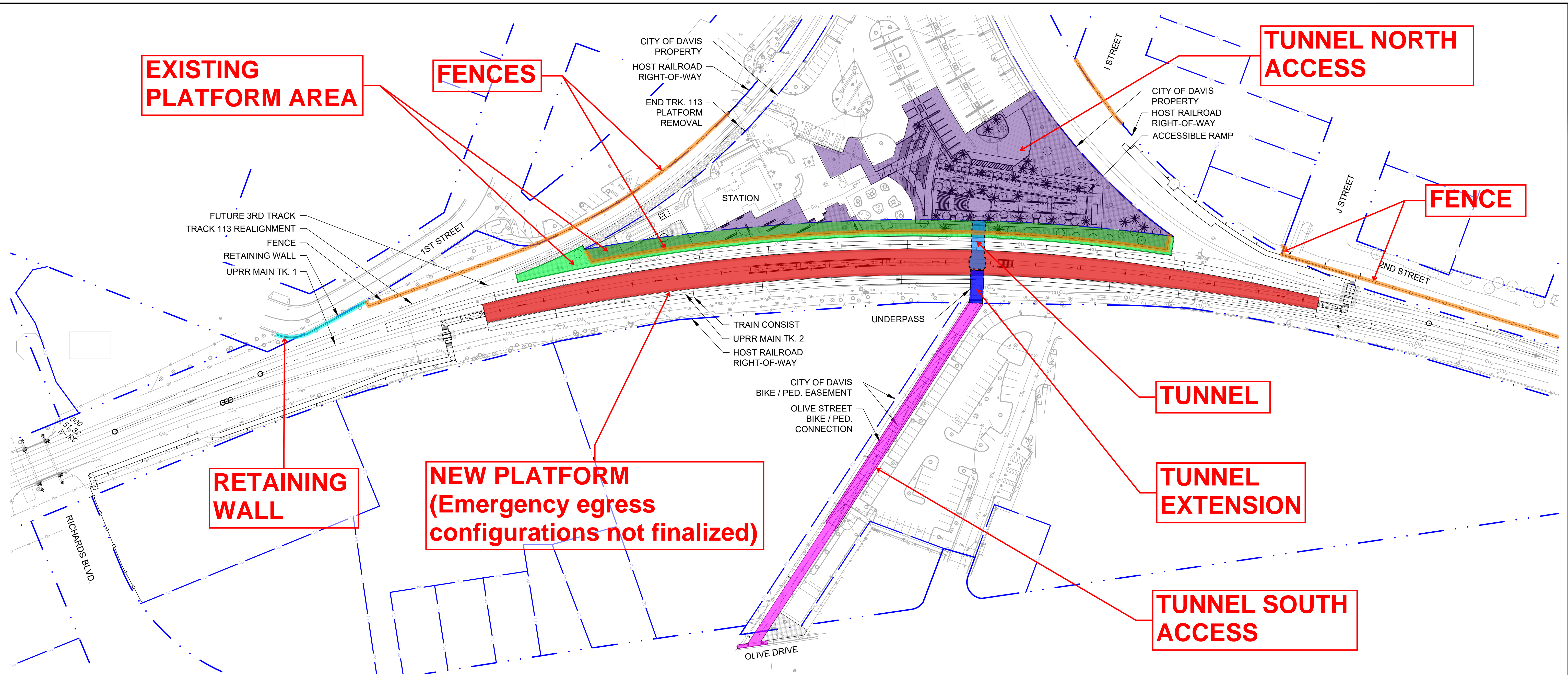
By: \_\_\_\_\_  
Name:  
Title:

CITY OF DAVIS, CALIFORNIA

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**The Project**



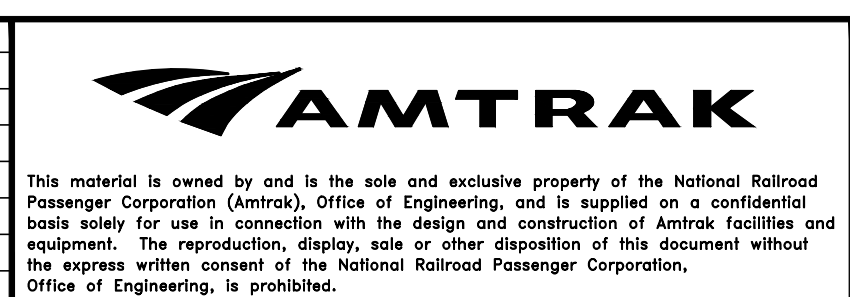
# EXHIBIT A MOU BETWEEN AMTRAK AND CITY OF DAVIS JUNE 3, 2024 BASED ON 30% DESIGN DOCUMENTS

1 OPTION 2 (ALTERNATIVE) PLATFORM - UNDERPASS  
SCALE: 1"=60'

**LEGEND**

- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE

No.	Revisions	Date	By



Office of  
ADA Stations Program  
National Railroad Passenger Corporation  
30th Street Station, Philadelphia, Pennsylvania 19104

Approved	Date



DAVIS	CA (DAV)	Project Code: 98510001535
ADA STATIONS PROGRAM (ADASP)		WBS: C.EN.100043.0006
OPTION 2 (ALTERNATIVE) PLATFORM - UNDERPASS		Sheet No. 1 OF 1
Designed: LM	Drawn: LM	Checked: CC
		Date: 10/26/23
		Dwg. No. SK-E