



APPROVED
BY THE CITY COUNCIL

DEC 15 1998

1.4

OFFICE OF THE
CITY CLERK

THOMAS V. LEE
DEPUTY CITY MANAGER
DOWNTOWN DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

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December 9, 1998

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Seventh Street Extension

LOCATION AND COUNCIL DISTRICT: Downtown, District 1

RECOMMENDATION

Adopt the attached resolution approving the Memorandum of Understanding between Union Pacific and the City concerning extension of 7th Street from its terminus at approximately E Street, through the downtown Union Pacific Railyard to North B Street.

CONTACT PERSON Wendy S. Saunders, Development Manager,
Downtown Enterprise Department

FOR COUNCIL MEETING OF December 15, 1998

SUMMARY

This report recommends Council approval of a Memorandum of Understanding between Union Pacific and the City that obligates each party to certain responsibilities with respect to extension of 7th Street.

COMMITTEE/COMMISSION ACTION: N/A

BACKGROUND

On June 4th of this year, the Council authorized the staff to negotiate an agreement with Union Pacific that provides for expediting construction of 7th Street through the downtown Union Pacific Railyard. Attachment A to this report is the completed agreement. The major provisions of the agreement are as follows:

- The City will complete a health risk assessment to evaluate the potential human health risks associated with construction and operation of 7th Street prior to completion of cleanup of the entire Railyard.
- The City will complete, by Spring 1999, the CEQA work necessary to include the schedule for construction of 7th Street in appropriate DTSC remediation documents.
- The City will pay costs associated with early construction of 7th Street.
- Union Pacific will, in the year 2000, complete remediation of the 7th Street corridor and construction of infrastructure facilities necessary to open 7th Street.
- In consideration for its cooperation on 7th Street, the City will extend its Development Agreement with Union Pacific concerning development rights for a portion of the Railyard by two years, from the year 2002 to 2004.
- The City will complete construction of 7th Street in the year 2001. Seventh Street is expected to be operational by the fall of that year.

Project Status

- In July, the City completed the health risk assessment for 7th Street, which was approved by DTSC on August 25.
- On November 9th, the City released the draft EIR for the project for a 45-day review and comment period.
- On November 17, the City approved a contract with Parsons Brinkerhof for completion of preliminary project engineering and CEQA work.
- In January of 1999, the Council will consider approval of an amendment to the Development Agreement that will automatically extend its term once Union Pacific fulfills the obligations set forth in the attached MOU.
- The staff anticipates Council approval of the project and EIR certification in March 1999.

FINANCIAL

By approving the attached MOU, the Council will agree that certain costs associated with expediting 7th Street construction will be a part of the overall project cost to be borne by the City. Identification of those costs is subject to additional analysis. The Council will be asked to approve those costs when funding for the overall project is requested.

ENVIRONMENTAL

The Council will consider certification of an EIR on the 7th Street project prior to considering its approval.

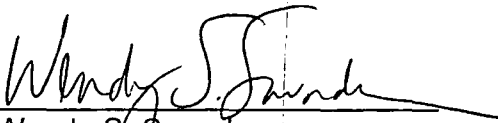
POLICY

The Council has identified redevelopment of the Richards Boulevard area as a critical component of expansion of Sacramento's Central City. Approval of the attached MOU is an important step in connecting Richards Boulevard to the downtown area, and is, therefore, consistent with established Council policy.

M/WBE


The action recommended herein does not involve procurement. M/WBE policies do not apply.


Respectfully submitted


Wendy S. Saunders
Downtown Development Manager

RECOMMENDATION APPROVED:

APPROVED:


William H. Edgar
City Manager


Thomas V. Lee
Deputy City Manager

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SACRAMENTO AND UNION PACIFIC RAILROAD
CONCERNING THE EXTENSION OF 7TH STREET
ACROSS THE DOWNTOWN RAILYARDS**

APPROVED
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This Memorandum of Understanding between the City of Sacramento and the Union Pacific Railroad concerning the extension of 7th Street across the downtown Railyards is entered into this 15th day of December, 1998 with regard to the following facts:

RECITALS

A. Union Pacific Railroad (hereinafter "UP" or "Union Pacific"), successor in interest to Southern Pacific Transportation Company (hereinafter "SPTCo"), is the current owner of the area in downtown Sacramento known and referred to as the Railyards or Downtown Railyards.

B. The Railyards site, which contains various hazardous materials at various locations and which is subject to an Enforceable Agreement between SPTCo and the Department of Toxic Substances Control ("DTSC" or "Department"), is proposed to be redeveloped for mixed commercial, residential, open space and public use following completion of remediation. The plans for redevelopment are set forth in various land use regulations of the City of Sacramento ("City"), including the General Plan, the Railyards Specific Plan and the Railyards Special Planning District (Railyards SPD), Section 2.97 of the City's Comprehensive Zoning Ordinance (Ordinance No. 2550, 4th Series, as amended).

C. The Railyards Specific Plan ("RSP") and the Richards Boulevard Area Plan ("RBAP"), the latter which governs development in the Richards Boulevard area to the north of the Railyards site, provide for the extension of 7th Street from its current terminus at D Street north through the Railyards to North B Street.

D. In December, 1995, the City entered into a Development Agreement with SPTCo. (City Agreement No. 95-246). As a Transferee under the Development Agreement, Union Pacific is obligated and bound by the terms and conditions of the Agreement, and as such enjoys the benefits and is subject to the obligations of that Agreement. The initial term of the Development Agreement was for approximately seven (7) years, and it is currently scheduled to expire on or about December 31, 2002.

E. Extension of 7th Street through the Railyards will require remediation of the proposed alignment. The timing of the remediation and subsequent construction of 7th Street is dependent upon a variety of factors, and there is no current deadline by which UP must undertake or complete such remediation. At this point in time, it is anticipated that remediation of the 7th Street alignment will be completed by the year 2004, absent acceleration of the project as provided for in this Memorandum.

F. Remediation of the Railyards, including the 7th Street alignment, is subject to review and approval by DTSC. In December 1994, the City, DTSC and SPTCo entered into a "Memorandum of Understanding Among the Department of Toxic Substances Control, City of Sacramento, and Southern Pacific Transportation Company Concerning Remediation and Redevelopment of the Sacramento Locomotive Works, Sacramento, California." This Memorandum, commonly known and referred to as City Agreement No. 94-201 (hereinafter the "DTSC MOU"), and the documents incorporated by reference therein, sets forth remediation requirements for the Railyards based upon the proposed land uses for the Railyards site upon redevelopment. This Memorandum, and the documents incorporated by reference therein, also specifies the manner in which the right of way for the 7th Street extension is to be remediated. This Memorandum also provides that upon remediation of the soils underlying the alignment for the proposed 7th Street extension, DTSC will certify the 7th Street right of way as remediated, separate and apart from the Car Shop Nine Study Area of which the extension alignment is a part.

G. To oversee and regulate remediation of the Railyards, a draft Environmental Oversight Plan (EOP), dated May 13, 1995, was prepared by the City in cooperation with DTSC and SPTCo. It is anticipated that the City will prepare and adopt a final version of this document, and that upon its approval by DTSC, the EOP will govern remediation of the Railyards site generally, and the right of way for the 7th Street extension specifically, as well as subsequent development occurring on the Railyards site. In preparing the final EOP, the City shall consult with UP and DTSC, but the adoption of the EOP constitutes a legislative act of the City, and as such, is subject to the discretion of the City Council.

H. The City is interested in accelerating the remediation of the 7th Street alignment, or a portion thereof, to accommodate the construction of an extension of 7th Street as a two-lane roadway with pedestrian and bike facilities located on each side of the roadway. The ultimate configuration of 7th Street as specified in the RSP and RBAP is a two-way, four lane arterial roadway, with pedestrian and bikeway facilities and with light rail transit running at grade in a landscaped median.

I. UP is interested in, and willing to, accelerate the remediation of a portion of the 7th Street right of way to allow for the extension of 7th Street as a two lane roadway and to perform certain other additional tasks necessary to allow for the accelerated construction of Seventh Street, provided that it receives certain consideration in return, as described more fully herein. This includes the extension of the term of the Development Agreement from December 31, 2002 to December 31, 2004 upon UP's timely completion of the remediation of the 7th Street right of way and certain other related tasks; the processing of certain amendments to the Railyards Specific Plan; the payment by the City of certain additional costs associated with acceleration of the remediation and construction of the right of way for the 7th Street extension, as described more fully herein, including additional environmental review, design and construction expenses; and the City's agreement not to oppose UP's proposal to DTSC to

5

establish a five year schedule for completion of remediation of lead contaminated soil on the Railyards site and berm construction.

J. To proceed with the accelerated construction of the 7th Street extension, the parties at this time contemplate the construction of the following major components and improvements: (1) a two lane 7th Street roadway, with pedestrian and bike facilities located on each side of the roadway; (2) a 7th Street underpass below the UP mainline tracks; and (3) railroad abutment walls and flood protection system, at the proposed relocation site for the UP mainline tracks. The construction of the foregoing components and improvements, together with the remediation of the necessary right of way to allow for such construction, shall be known and referred to as the "First Phase Seventh Street Extension Project."

K. This Memorandum sets forth the parties' basic agreements as to their respective obligations concerning the manner in which the foregoing tasks are to be accomplished. It is recognized by the parties that there will be a need for future agreements by and between the them, as well as DTSC, on certain specific details, terms and conditions of the 7th Street extension project, as well as legislative actions on the part of the City and DTSC, and that nothing in this Memorandum could, or is intended to, affect the parties' exercise of discretion in entering into such future agreements or when taking such legislative action. Nevertheless, it is the intent and desire of the parties to set forth their respective commitments to accelerated and timely completion of the 7th Street extension project, and the parties enter into this Memorandum for that purpose.

THEREFORE, in consideration of the mutual promises herein, City and UP agree:

1. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The Parties agree that the primary purpose of this Memorandum of Understanding ("MOU") is to accelerate the orderly and timely remediation of certain areas of the Railyards to allow for the accelerated construction of the improvements necessary for the extension of 7th Street from its present terminus at D Street, north through the Railyards, to North B Street in the year 2001. To proceed with the accelerated construction of the 7th Street extension, the parties at this time contemplate the construction of the following major components and improvements following remediation of the 7th Street alignment by UP: (1) a two lane 7th Street roadway, with pedestrian and bike facilities located on each side of the roadway; (2) an interim 7th Street underpass below the UP mainline tracks; and (3) rail berm abutment walls and flood protection system, to be located on each side of the 7th Street roadway at the proposed location of the new main line rail berm on the northern perimeter of the Railyards site. The parties' respective obligations concerning the foregoing components and improvements, and the time of anticipated performance of such obligations, are set forth below.

2. DEFINITIONS

This MOU uses and includes words and phrases defined in the Railyards Specific Plan; the Facility Element of the Railyards Specific Plan and the Richards Boulevard Area Plan; the Railyards Special Planning District, set forth in Section 2.97 of the Comprehensive Zoning Ordinance; the DTSC MOU; and Remedial Action Plans (RAPs) approved by DTSC for remediation of various areas of the Railyards site. Nothing in this MOU is intended to amend or alter those definitions, which are incorporated by reference as if set forth fully herein.

The following words and phrases are not defined in other documents, and shall have the following meanings for purposes of the MOU:

First Phase Seventh Street Extension Project: The "First Phase Seventh Street Extension Project" consists of the following: (1) construction of (a) a two lane 7th Street roadway, with pedestrian and bike facilities located on each side of the roadway, extending from the current terminus of 7th Street at D Street; (b) the Seventh Street Underpass, as defined herein; and (c) Rail Berm Abutment Walls and Flood Protection System, as defined herein; and (2) remediation, as specified herein, of that portion of the Seventh Street right of way, as well as certain areas of the Railyards site, to allow for construction of the foregoing improvements.

Rail Berm Abutment Walls and Flood Protection System: the walls to be built on either side of 7th Street at the proposed location of the new main line rail berm on the northern perimeter of the Railyards site, and the flood gates to be installed and maintained pending relocation of the main line tracks to the new main line rail berm. As set forth in this MOU, the location and design of the rail berm abutment walls and the flood protection system shall be subject to the mutual approval and agreement of the parties.

Railroad Bridge: the bridge to be constructed as part of the Seventh Street Underpass to carry the main line rail tracks over the interim Seventh Street alignment.

Seventh Street Underpass: the grade separated structure to be built to allow Seventh Street to pass under the main line rail tracks in their current location. As set forth in this MOU, the location and design of the Seventh Street Underpass, including the Railroad Bridge, shall be subject to the mutual approval and agreement of the parties.

Shoefly: the temporary alignment of the main line rail tracks utilized by UP for main line rail traffic during the construction of the Seventh Street Underpass.

3. **RESPONSIBILITIES OF THE PARTIES**: The parties' specific responsibilities and obligations regarding the 7th Street Extension project are set forth below:

A. Union Pacific: The responsibilities of Union Pacific concerning the 7th Street Extension project are as follows:

- (1) Remediation of 7th Street right of way, including temporary alignment: UP shall establish as its remediation priority for the year 2000, which shall be referenced in the Lagoon Study Area RAP and documented in detail in the Remedial Design and Implementation Plan, the following: (a) remediation of that portion of the 7th Street right-of-way which falls within UP property and which is necessary for construction of the First Phase Seventh Street Extension Project, including any areas required for installation of the temporary flood control measures, in accordance with the roadway alignment set forth in the Railyards Specific Plan and pursuant to the remediation standards set forth in the Railyards Specific Plan, incorporated by reference in the DTSC MOU; and (b) remediation of the temporary alignment, including the 7th Street Underpass, as determined by the City.

UP agrees to complete such confirmation sampling and analysis as required by DTSC to certify that the portion of the 7th Street right-of-way necessary for the First Phase 7th Street Extension Project has been remediated to Pretest Soil standards, as defined in the Railyards Specific Plan, and to obtain from DTSC, as specified in the DTSC MOU, DTSC's approval and certification that remediation of the portion of the 7th Street right-of-way needed for the First Phase 7th Street Extension Project, including the temporary alignment, has been completed in accordance with the Lagoon Study Area Remedial Action Plan.

UP shall use its best efforts to complete such remediation prior to the end of the year 2000, and completion of remediation and Final RAP Approval by DTSC by December 31, 2000 shall be a condition for the extension of the term of the Development Agreement pursuant to the First Amendment to said Agreement.

- (2) Design and construction of the Railroad Bridge: UP shall, at its own cost, design the Railroad Bridge, consistent with railroad design requirements, and provide a cost estimate for construction of that bridge. Upon execution of an agreement with the City concerning the cost of the bridge, and in accordance with a schedule coordinated with the 7th Street roadway construction and agreed to by the parties, UP shall proceed with construction of the railroad bridge at City's expense. It is agreed and understood that the agreement referenced above will also address the parties' maintenance obligations concerning the railroad bridge.
- (3) Rail berm abutment walls: UP shall be responsible for the cost of design, the cost of construction and the construction of the rail berm abutment walls to which the flood gates will be attached. The design and location of the

rail berm abutment walls shall be agreed to by the parties, and shall be subject to approval by DTSC. UP will use its best efforts to complete such construction prior to the end of the year 2000, and completion of construction by December 31, 2000 shall be a condition for the extension of the term of the Development Agreement pursuant to the First Amendment to said Agreement. It is agreed and understood that City will not commence construction of 7th Street prior to completion of construction of the rail bridge abutment walls.

- (4) Conveyance of 7th Street right of way: UP shall convey to City, at no cost to City, and in a form mutually acceptable to the parties, the right of way for the 7th Street, and the right to construct, maintain and operate 7th Street thereon. Such conveyance shall occur following remediation of the 7th Street right of way and prior to commencement of construction.

B. City: The responsibilities of the City concerning the 7th Street Extension project are as follows:

- (1) Additional Costs and Expenses: Subject to execution of one or more agreements setting forth the exact amounts which the City shall be obligated to pay, and City's appropriation of the necessary funds, which are anticipated to come from the Sacramento City/County ½ cent Transportation Sales Tax (Measure A), the Railyards/Richards/Downtown Infrastructure Finance Plan Fees and the federal Department of Transportation, the City shall be responsible for payment of the following costs and expenses:
 - (a) The cost of additional CEQA analysis, documentation and compliance for the 7th Street Extension project, including consideration of potential environmental impacts of construction and operation of 7th Street while remediation of the balance of the Railyards is ongoing. Such CEQA work is currently underway.
 - (b) The cost of preparation of an amendment to the approved Lagoon Study Area Health Risk Assessment analyzing potential health risks associated with the 7th Street Extension project, in a manner acceptable to UP, DTSC and the City. As of the date of this MOU, such work has been completed and approved by DTSC.
 - (c) The cost of preparation of other documents required by DTSC or other regulatory agencies with jurisdiction over some or all aspects of the 7th Street Extension project, where such documents are

- required solely due to the acceleration of the 7th Street extension;
- (d) The cost of design of the 7th Street Extension, except for the cost of the design of the grade separated structure, which shall be a cost paid for by UP.
 - (e) the cost of construction of the shoefly.
 - (f) The cost of construction and maintenance of the 7th Street roadway.
 - (g) The cost of construction of the grade separated structure, excluding the cost of the rail berm abutment walls, which shall be the responsibility of UP.
 - (h) The cost of temporary flood protection measures made necessary due to the construction of 7th Street from the time that the road is open until the berm is completed by UP. These flood protection measures may include the installation of temporary soil mounds or sheet piles connecting the existing levee to the new berm substructure and flood barriers.
 - (i) The cost of transportation of an estimated 70,000 cubic yards of soil from the west side of 7th Street to the east side of 7th Street in a manner that protects the public health, safety, welfare and convenience. It is anticipated that the exact amount of soil to be transported, and the manner and cost of such transport, shall be determined and agreed upon by the parties at the time of construction.
 - (j) Additional direct costs incurred by UP due to the acceleration of the 7th Street Extension, as agreed upon by the parties.
- (2) The City shall process for consideration on or before the date(s) specified below, or if no date is specified, at the earliest reasonable opportunity, the following legislative documents:
- (a) Amendments to the Railyards Specific Plan: The City shall process for consideration amendments to the Railyards Specific Plan, the Richards Boulevard Area Plan and the Facilities Element of the RSP and the RBAP to eliminate the wine-glass configuration of 7th Street and replace it with the straight alignment preferred by City staff and UP. City shall process such amendments as soon as reasonably

possible and practicable following preparation and submittal by UP of the necessary documentation reflecting the proposed figure, table and text amendments to the foregoing Plans and Facilities. The City shall be responsible for preparing the necessary CEQA documentation to allow for consideration of these amendments. It is agreed and understood that nothing in this Memorandum could, or is intended to, affect the City's exercise of discretion when considering such legislative action.

- (b) First Amendment to the Development Agreement: The City shall process and consider an ordinance to amend the Development Agreement to provide for extension of the initial term of the Development Agreement from December 31, 2002 to December 31, 2004 upon UP's satisfactory completion of the following tasks by December 31, 2000:
- (i) remediation of the right-of-way necessary for the First Phase Seventh Street Extension Project;
 - (ii) construction of the Railroad Berm Abutment Walls; and
 - (iii) final agreement with the City concerning incremental costs of the First Phase Seventh Street Extension Project which the City shall be responsible for paying.

The First Amendment shall also provide for extension of the term of the Development Agreement to December 31, 2004, upon the determination of the City Manager, which shall be solely in the Manager's discretion, final and not subject to challenge, that UP has made reasonable, good faith efforts to achieve each and all of the foregoing tasks, even though some or all of those said tasks have not been accomplished. The City shall be responsible for preparing the necessary CEQA documentation to allow for consideration of the ordinance to amend the Development Agreement. It is agreed and understood that nothing in this Memorandum could, or is intended to, affect the City's exercise of discretion when considering such legislative action.

The City shall use its best efforts to consider the First Amendment to the Development Agreement on or before December 31, 1998. Approval of such First Amendment to the Development Agreement by January 31, 1999 shall be a condition to UP's performance of its

obligations under this MOU unless otherwise indicated in writing by UP. For purposes of this requirement, the First Amendment shall be considered approved on the date that the Council approves and adopts the ordinance approving the First Amendment, regardless of the effective date of that ordinance. It is agreed and understood that nothing in this Memorandum could, or is intended to, affect the City's exercise of discretion when considering such legislative action.

- (3) Adoption of an Environmental Oversight Plan: The City shall prepare and process for consideration and adoption by the City Council a final version of the Environmental Oversight Plan, which will govern remediation of the Railyards site generally, and the right of way for the 7th Street Extension specifically, as well as subsequent development of the Downtown Railyards site... In preparing the final EOP, the City shall consult with UP and DTSC, but the adoption of the EOP constitutes a legislative act of the City, and as such, is subject to the discretion of the City Council.
- (4) Timing of completion of additional CEQA work: To preserve initiation of berm construction by April 1, 2000, the City shall use its best efforts to complete the additional CEQA analysis and documentation on or before March 1, 1999. Completion of the additional CEQA analysis and documentation by April 15, 1999 shall be a condition to UP's performance of its obligations under this MOU unless otherwise indicated in writing by UP.
- (5) Non-opposition to five year remediation plan: In return for UP's entering into this MOU and satisfactory performance of its obligations and commitments thereunder, City agrees not to oppose UP's application before DTSC to establish a five year schedule for completion of the remediation of lead-contaminated soil on the Railyards site and the construction of the berm.

4. **CONSTRUCTION OF SEVENTH STREET**: With regard to the construction of Seventh Street, the parties agree as follows:

- A. Dewatering: City shall, to the extent possible, avoid dewatering while the First Phase Seventh Street Extension Project is under construction, and to waterproof the rail underpass in a manner acceptable to UP and approved by DTSC to avoid permanent dewatering. Subject to execution of an agreement, which shall set forth the foregoing dewatering obligations, the City shall be responsible for any

dewatering required during the construction period, and for all long term management of the underpass waterproofing system; and further, City shall be responsible for any failure of the underground waterproofing system, including any long term dewatering requirements.

B. Construction access: City access for construction of the First Phase Seventh Street Extension Project shall be limited to the alignment remediated by UP.

5. **PRELIMINARY PROJECT SCHEDULE.** A preliminary project schedule, including regulatory and construction milestones, that identifies dates by which the parties must each perform specified work tasks in order to achieve the purposes of this MOU is attached as Exhibit A.

6. **SEMI-ANNUAL MEETINGS.** The parties agree to meet on a semi-annual basis with the 7th Street Task Force to provide progress reports on remediation activities and related issues affecting 7th Street construction. The parties agree that the first such meeting will occur within thirty (30) days of the approval of this MOU.

7. **PROJECT COORDINATORS**

CITY
Nicholas Theocharides
Senior Engineer
Department of Public Works

UP (Environmental Matters)
Jim Levy
Environmental Manager
Union Pacific Railroad

UP (Engineering Matters)
Russ Lloyd
Union Pacific Railroad

8. **AMENDMENT OF MOU.** All amendments to the provisions of this MOU shall require an agreement in writing by the Parties.

9. **TERM.** This MOU shall remain in effect until December 31, 2001 unless otherwise agreed by the Parties.

10. **NOTICES.** All notices required pursuant to this MOU shall be written and transmitted by either first class mail or facsimile (followed by first class mail) to each Party's designated Project Coordinator.

This MOU is hereby executed on this ____ day of December, 1998.

UNION PACIFIC RAILROAD

CITY OF SACRAMENTO

By _____

Title _____

By _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

Clerk

**EXHIBIT A
PRELIMINARY PROJECT SCHEDULE**

<u>TASK</u>	<u>RESPONSIBILITY</u>	<u>DATE COMPLETED</u>
Provide Alignment and Section at Underpass	City	3/30/00
PG&E for Bridge Completed	UPRR	6/30/00
PG&E for Abutment Walls at Berm Completed	UPRR	9/29/00
PG&E for 7 th Street Extension Completed	City	12/29/00
Obtain Clean Parcel Letter	UPRR	1/1/01
Bridge Constructed	UPRR	3/30/01
Abutment Walls at Berm Constructed	UPRR	6/1/01
7 th Street Extension Constructed	City	9/28/01

APPROVED
BY THE CITY COUNCIL

DEC 15 1998

RESOLUTION NO. 98-620

ADOPTED BY THE SACRAMENTO CITY COUNCIL

OFFICE OF THE
CITY CLERK

ON DATE OF _____

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH UNION PACIFIC RAILROAD REGARDING EXTENSION OF 7TH STREET**

WHEREAS, in 1990, the City established Richards Boulevard Area as a Redevelopment Project Area; and

WHEREAS, redevelopment of the Richards Boulevard Project Area is dependent upon improving street connections between the Central Business District and the Project Area; and

WHEREAS, extension of 7th Street from its northern terminus at D Street through the Union Pacific Railyard to North 7th Street in the Richards Boulevard Area is a critical street connection; and

WHEREAS the City and Union Pacific Railroad have agreed on the conditions under which 7th Street can be constructed in the year 2001;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

The Memorandum of Understanding between the City of Sacramento and Union Pacific Railroad Concerning the Extension of 7th Street Across the Downtown Railyards is hereby approved.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

196