

February 5, 2013
Community Development
Traffic Engineering Division

TITLE: REVIEW AND APPROVE A MEMORANDUM OF UNDERSTANDING FOR THE DESIGNATION OF A PERMANENT ALTAMONT COMMUTER EXPRESS TRAIN STATION

SUMMARY

The City of Pleasanton, in conjunction with Alameda County, Alameda County Fairgrounds and Altamont Commuter Express, developed a memorandum of understanding to establish and designate the Alameda County Fairgrounds Pleasanton Avenue Parking lot as the permanent station for the Altamont Commuter Express Train Station in Pleasanton.

RECOMMENDATION

Approve Memorandum of Understanding regarding the designation of a permanent Altamont Commuter Express Train Station.

FINANCIAL STATEMENT

The Memorandum of Understanding identifies an agreement to pay 75 percent of the total future pavement rehabilitation cost of the parking lot, with Alameda County Fairgrounds paying the remaining 25%. The rehabilitation cost is estimated at \$100,000 and will be needed every 10 years. This creates an annual cost of \$7,500 dollars, or approximately \$75,000 every ten years or at the time of the repair. When the repair is necessary, staff will budget appropriately for the City's share of the repair.

BACKGROUND

The Altamont Commuter Express (ACE) Train began operation in October of 1998. In April of 1998, the Pleasanton City Council agreed to the location of the ACE train station on Pleasanton Avenue.

This location was given an interim status while the City reviewed the impact to the surrounding neighborhoods and explored other possible permanent locations for the train station. In 2001, the City completed a preliminary evaluation of permanent locations for the station and determined that a centralized station near Bernal Avenue provided Pleasanton residents and businesses the most convenient access to the station and recommended that the Bernal Property Phase II Specific Plan Task force consider the inclusion of a permanent station in the specific plan.

The Specific Plan Task Force did consider the ACE Train Station as an element of the plan in Alternative 2. This alternative, however, was not selected as the preferred plan when the Bernal Phase II Specific Plan was adopted in January of 2006.

DISCUSSION

The ACE Train Station on Pleasanton Avenue has been serving as the City of Pleasanton's station since 1998. The location was initially identified as an interim location and staff has been working with Alameda County and the Alameda County Fairgrounds to remove the interim status of the station.

This station location is different than other stations along the ACE corridor in that the parking lot serves uses other than the ACE Train. While primarily serving ACE during the week, it is also used by the Fairgrounds as a primary parking location. During the Alameda County Fair and other large events held at the Fairgrounds, this lot serves as a VIP Parking Lot and the ACE riders use a remote parking lot and shuttle to the station. On the weekends the lot serves the Alameda County Fairgrounds patrons, although ACE does have a few special event weekends where the Train will provide weekend service (San Jose Jazz Festival and Great America promotional event). As a result of the mixed uses a memorandum of understanding is needed to outline the operation and maintenance of the lot as the permanent ACE Train Station location in Pleasanton. The Memorandum of Understanding (MOU) identifies the Pleasanton Avenue Parking lot as the permanent location of the Pleasanton ACE Train Station.

The MOU also outlines operational usage agreements and establishes a funding plan for future parking lot maintenance. Operationally the station will continue to serve as the Pleasanton Station in the same manner in which it has operated for the past 14+ years. While not previously memorialized, it has been the standard operation to have open access to the Pleasanton Avenue parking lot and station at all times of the year, with the exception of the two week period of the Alameda County Fair in late June/early July. For this two week period the Alameda County Fairgrounds identifies and provides an alternate parking location for the ACE riders in the Fairgrounds overflow parking area (off of Valley Avenue). The ACE riders then take a shuttle to the

Pleasanton Avenue station. Historically, live horse racing events and other major events at the fairgrounds have not required a remote parking procedure.

The resurfacing of the lot is anticipated to be needed approximately every 10 years. The lot was resurfaced in October of 2012 which was the first resurfacing since the ACE service began in 1998. The total cost of the resurfacing was \$110,000, and included base repair that is not likely to be needed with future resurfacing since the buses now use the bus loop on Pleasanton Avenue. The estimated future cost of the parking lot resurfacing is estimated to be \$100,000. The MOU establishes Pleasanton's contribution to this resurfacing cost at 75%, with the Fairgrounds contributing the remaining 25%.

Submitted by:



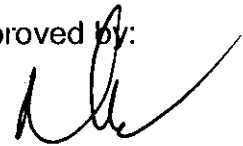
Brian Dolan
Director of
Community Development

Fiscal Review:



Emily Wagner
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachment:

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND AMONG
ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION, THE COUNTY OF ALAMEDA
AND THE CITY OF PLEASANTON**

**Relative to:
Altamont Commuter Express Train Station**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of February 5th of 2013, by, between and among the **Alameda County Agricultural Fair Association (FAIRGROUNDS)**, the **County of Alameda (ALAMEDA COUNTY)**, and **The City of Pleasanton, (PLEASANTON)**

RECITALS

- A. WHEREAS, The Altamont Commuter Express (ACE) train service began in October of 1998; and
- B. WHEREAS, The Altamont Commuter Express train is a regional benefit serving all residents and employees of Alameda County in providing an alternative to passenger vehicle commuting, and
- C. WHEREAS, in April of 1998 the Pleasanton City Council approved a three-year interim station to be constructed in the Union Pacific Right of Way, adjacent to the Alameda County Fairgrounds parking lot; and
- D. WHEREAS, **PLEASANTON** investigated other station locations in 2001, but was unable to establish a suitable location of a permanent station and the Alameda County Fairgrounds parking lot continued to serve as the "interim" location; and
- E. WHEREAS, the Alameda County Fairgrounds parking lot has been successfully used as the Pleasanton Altamont Commuter Express Train Station since the inception of the train service; and
- F. WHEREAS, The **FAIRGROUNDS, ALAMEDA COUNTY** and **PLEASANTON** recently completed pavement rehabilitation and operational enhancements to the facility; and
- G. WHEREAS, this rehabilitation and enhancements financial contribution was funded by all three parties for the purpose of maintaining the viability of this location as a train station, and
- H. WHEREAS, all parties wish to resolve the "interim" status of the Pleasanton ACE station.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

- A. The Alameda County Fairgrounds parking lot located on Pleasanton Avenue, directly across from the main Alameda County Fairgrounds entrance and shown on the attached map shall become the permanent location of the Pleasanton ACE train station.
- B. Said Alameda County Fairgrounds parking lot will continue to serve as the primary parking location for the ACE Train service, except at such times where events at the Alameda County Fairground's will preclude the use of the parking lot, including but not limited to:
 - a. The period of the Annual Alameda County Fair;
 - b. The period of live Horse Racing; and
 - c. Any current or future events where the entire lot will be required to facilitate parking for major events at the Fairgrounds.

- C. The FAIRGROUNDS at its sole discretion, reserves the right to charge for parking in said parking lot, including but not limited to charging: ACE patrons, Fair Patrons, Fairgrounds Event Patrons, the general public, other transit uses or other special uses.
- D. The FAIRGROUNDS and PLEASANTON will financially support the future repair, by means of resurfacing, as necessary, of the parking lot. The percentage of contribution for the resurfacing will be 75% from PLEASANTON and 25% from the FAIRGROUNDS.
- E. This MOU constitutes the entire agreement between the parties regarding the subject matter hereof and any oral discussions or written or oral agreements with respect thereto preceding the effective date of this MOU are superseded hereby. No amendment, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

This agreement is made as of the date first set forth above.

CITY OF PLEASANTON

ALAMEDA COUNTY

By: _____
 Mayor Jerry Thorne,
 City of Pleasanton

By: _____
 Supervisor Nate Miley,
 Alameda County District 4

Attest: _____
 Jonathan P. Lowell
 City Attorney
 CITY OF PLEASANTON

Attest: _____
 County Attorney
 ALAMEDA COUNTY

ALAMEDA COUNTY

FAIRGROUNDS

By: _____
 Supervisor Scott Haggerty
 Alameda County District 1

By: _____
 Janet Lockhart, Alameda County Agricultural Fair
 Association
 Board of Directors President

Attest: _____
 County Attorney
 ALAMEDA COUNTY

Attest: _____
 County Attorney
 ALAMEDA COUNTY

