



City of Jurupa Valley

Staff Report

DATE: FEBRUARY 5, 2026
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
SUBJECT: AGENDA ITEM NO. D

CONSIDERATION OF A PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND UNION PACIFIC RAILROAD COMPANY COVERING THE IMPROVEMENTS TO THE 20TH STREET AT-GRADE PUBLIC ROAD CROSSING (WEST OF AVALON STREET)

RECOMMENDATION

1. That the City Council approve the Agreement between the City of Jurupa Valley and Union Pacific Railroad Company covering the improvements to the 20th Street at-grade public road crossing (west of Avalon Street) and authorize the City Manager to execute the Agreement in substantially the form and format attached, subject to approval as to form by the City Attorney.
2. Authorize the Finance Director to make any necessary budget adjustments.

BACKGROUND

On December 21, 2023, the City Council adopted Resolution No. 2023-103, approving the subdivision known as Parcel Map 37677 (Rubidoux Commerce Park). This subdivision would create five parcels located northwest of State Route (SR) 60, west of Avalon Street, and south of 20th Street.

The Traffic Impact Analysis requires Proficiency Capital, LLC (Developer) to install a traffic signal at the intersection of Avalon Street and 20th Street. This traffic signal work will require additional improvements within the Union Pacific Railroad (UPRR) crossing right-of-way on 20th Street, immediately west of Avalon Street. These improvements will be made at no cost to the City in accordance with all applicable UPRR, California Public Utilities Commission (CPUC), and Federal Railroad Administration (FRA) requirements.

It is essential that the 20th Street at-grade crossing be improved to accommodate current and future roadway traffic and to ensure safety. City staff and UPRR will work together to develop the plans and specifications for the crossing.

ANALYSIS

As part of the street improvements associated with the Rubidoux Commerce Park development, improvements to the existing at-grade crossing area along, over, and across the railroad track and right-of-way are necessary. Because portions of the project area are located within UPRR's right-of-way, the City, on behalf of the Developer, must enter into an agreement with UPRR. This agreement will cover the design phase of the planned improvements. A separate agreement will follow for the future construction work of these improvements, including, but not limited to, concrete panels, pavement, and the installation of crossing gate components.

UPRR estimates the cost for the 20th Street crossing design services at \$65,000 and is requesting reimbursement from the City. Since the work is directly related to the Rubidoux Commerce Park development, the City will invoice the Developer for the cost incurred by UPRR.

FINANCIAL IMPACT

Upon approval of the Agreement, the City agrees to reimburse UPRR for one hundred percent (100%) of the actual costs incurred for the railroad design work. The costs associated with the 20th Street project will be fully reimbursed to the City by the Developer. As a result, there is no impact to the General Fund.

ALTERNATIVES

The City Council may elect not to approve the recommendations and provide staff with alternate direction.

*****SIGNATURES ON FOLLOWING PAGE*****



Prepared by:



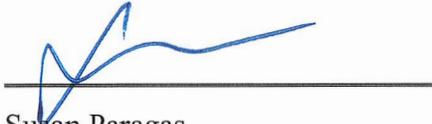
Manuel Gonzales
Principal Civil Engineer

Reviewed by:



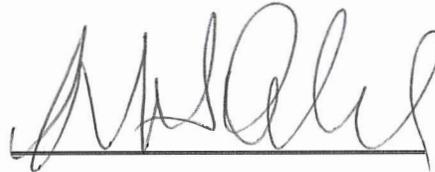
Paul Toor
Director of Public Works/City Engineer

Reviewed by:



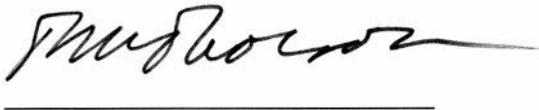
Susan Paragas
Director of Finance

Reviewed by:



Michael Flad
Assistant City Manager

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

ATTACHMENT

1. Proposed Agreement between the City and Union Pacific Railroad for 20th Street Railroad Crossing.



ATTACHMENT 1

UPRR REMS
Project 807495

REIMBURSEMENT AGREEMENT PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: \$65,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF JURUPA VALLEY, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF JURUPA VALLEY, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Project Description and Location

Project Description

The City of Jurupa Valley, California proposes signal and surface improvements near the location referenced below.

Location

Crestmore Industrial Lead

DOT	Crossing Type	Milepost	Street Name
810992S	Public	6.235	20 th Street

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

Exhibit C
Billing Contact Information

Name	Manuel Gonzales
Title	Principal Civil Engineer
Address	8930 Limonite Avenue, Jurupa Valley, CA 92509
Work Phone	(951) 332-6995
Cell Phone	
Email	mgonzales@jurupavalley.org
Agency Project No.	