



**BOARD OF DIRECTORS 2026**

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EXECUTIVE DIRECTOR

## **AGENDA**

### **Peninsula Corridor Joint Powers Board Technology, Operations, Planning, and Safety (TOPS) Committee Meeting**

April 29, 2026, 1:30 pm

Bacciocco Auditorium, 2nd Floor  
1250 San Carlos Avenue, San Carlos, CA 94070

Committee Members: Rico E. Medina (Chair), Pat Burt (Vice Chair), Shamann Walton

Members of the public may participate remotely via Zoom at <https://us02web.zoom.us/j/84462610112?pwd=YaW74NDN3spJtMYdJhf1BBuleQXkqA.1> or by entering Webinar ID: **844 6261 0112**, Passcode: **870725**, in the Zoom app for audio/visual capability or by calling 1-669-219-2599 (enter webinar ID and press # when prompted for participant ID) for audio only. The video live stream will be available after the meeting at <https://www.caltrain.com/video-board-directors>.

Members of the public also may participate in person at: San Mateo County Transit District, Bacciocco Auditorium - Second Floor, 1250 San Carlos Avenue, San Carlos, CA, or any other noticed location.

**Public Comments:** Written public comments may be emailed to [publiccomment@caltrain.com](mailto:publiccomment@caltrain.com) or mailed to 1250 San Carlos Avenue, San Carlos, CA 94070, and will be compiled and posted weekly along with any TOPS Committee correspondence. Any written public comments received within two hours prior to the start of the meeting will be included in the weekly TOPS Committee correspondence reading file, posted online at: <https://www.caltrain.com/about-caltrain/meetings>.

Verbal public comments will also be accepted during the meeting in person and through Zoom\* or the teleconference number listed above. Public comments on individual agenda items are limited to one per person PER AGENDA ITEM. Participants using Zoom over the Internet should use the Raise Hand feature to request to speak. For participants calling in, dial \*67 if you do not want your telephone number to appear on the live broadcast. Callers may dial \*9 to use the Raise Hand feature for public comment. Each commenter will be recognized to speak, and callers should dial \*6 to unmute themselves when recognized to speak.

Note: All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee.

Each public comment is limited to one minute. The Committee Chair has the discretion to manage the Public Comment process in a manner that achieves the purpose of public communication and assures the orderly conduct of the meeting.

**April 29, 2026 - Wednesday**

**1:30 pm**

*All items to which [Government Code section 84308](#) applies have been marked with an asterisk.*

*A double asterisk indicates that one or more Directors of the JPB serve on the governing board of a public agency with which the JPB proposes to contract. Under Government code section 1091(a)(9), this relationship is considered to be a noninterest but it must be disclosed.*

1. Call to Order
2. Roll Call
3. Pledge of Allegiance / Safety Briefing
4. Public Comment on Items Not on the Agenda  
Comments by each individual speaker shall be limited to one (1) minute. Items raised that require a response will be deferred for staff to reply.
5. Approval of Meeting Minutes for March 25, 2026 Motion
6. Conduct Public Hearing and Adopt Updated Policy Regarding Conveyance of Property Interests Involving Property Owned by the Peninsula Corridor Joint Powers Board and Fee Schedule Motion
7. Receive Update on 2025 Triennial Customer Survey Informational
8. Committee Member Requests
9. Date/Time/**Location** of Next Regular TOPS Committee Meeting: Wednesday, May 27, 2026 at 1:30 pm.  
The meeting will be accessible via Zoom and in person at the **San Mateo County Transit District, Public Hearing Room, 5th Floor, 166 North Rollins Road, Millbrae, CA 94030.**
10. Adjourn

## Information for the Public

All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee. If you have questions on the agenda, please contact the JPB Secretary at 650.551.6108. Agendas are available on the Caltrain website at <https://www.caltrain.com>. Communications to the Board of Directors can be e-mailed to [board@caltrain.com](mailto:board@caltrain.com).

*Free translation is available; Para traducción llama al 1.800.660.4287; 如需翻译 请电 1.800.660.4287*

### **Date and Time of Board and Committee Meetings**

JPB Board: First Thursday of the month, 9:00 am; JPB Finance Committee: Two Mondays before the Board Meeting, 2:30 pm; JPB Technology, Operations, Planning, and Safety (TOPS) Committee: Two Wednesdays before the Board meeting, 1:30 pm. JPB Advocacy and Major Projects (AMP) Committee: Two Wednesdays before the Board meeting, 3:30 pm. The date, time, and location of meetings may be changed as necessary. Meeting schedules for the Board and Committees are available on the website.

### **Location of Meeting**

Members of the Public may attend this meeting in person or remotely via Zoom. Should Zoom not be operational, please check online at <https://www.caltrain.com/about-caltrain/meetings> for any updates or further instruction.

### **Public Comment**

Members of the public are encouraged to participate remotely or in person. Public comments may be submitted by comment card in person and given to the JPB Secretary. Written public comments may be emailed to [publiccomment@caltrain.com](mailto:publiccomment@caltrain.com) or mailed to 1250 San Carlos Avenue, San Carlos, CA 94070, and will be compiled and posted weekly along with any TOPS Committee correspondence. Any written public comments received within two hours prior to the start of the meeting will be included in the weekly TOPS Committee correspondence reading file, posted online at: <https://www.caltrain.com/about-caltrain/meetings>. Oral public comments will also be accepted during the meeting in person or through Zoom or the teleconference number listed above. Online commenters will be automatically notified when they are unmuted to speak. Public comments on individual agenda items are limited to one per person PER AGENDA ITEM. Each public comment is limited to one minute. The Committee Chair shall have the discretion to manage the Public Comment process in a manner that achieves the purpose of public communication and assures the orderly conduct of the meeting.

### **Accessible Public Meetings/Translation**

Upon request, the JPB will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least 72 hours in advance of the meeting or hearing. Please direct requests for disability-related modification and/or interpreter services to the Title VI Administrator at San Mateo County Transit District, 1250 San Carlos Avenue, San Carlos, CA 94070; or email [titlevi@samtrans.com](mailto:titlevi@samtrans.com); or request by phone at 650-622-7864 or TTY 650-508-6448.

### **Availability of Public Records**

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that is distributed to a majority of the legislative body, will be available for public inspection at 1250 San Carlos Avenue, San Carlos, CA 94070, at the same time that the public records are distributed or made available to the legislative body.

**Peninsula Corridor Joint Powers Board  
Technology, Operations, Planning, and Safety (TOPS) Committee**

**1250 San Carlos Avenue, San Carlos, CA 94070**

**DRAFT Minutes of March 25, 2026**

**Members Present:** Pat Burt (Vice Chair), Rico E. Medina (Chair)

**Members Absent:** Shamann Walton

**Staff Present:** M. Bouchard, J. Harrison, T. Huckaby, L. Ko, L. Lumina-Hsu, M. Tauchen,  
B. Tietjen

**1. Call to Order**

Chair Medina called the meeting to order at 1:30 pm.

**2. Roll Call**

Loana Lumina-Hsu, JPB Deputy Secretary, called the roll and confirmed a quorum was present.

**3. Pledge of Allegiance / Safety Briefing**

Chair Medina led the Pledge of Allegiance and noted the safety briefing.

**4. Public Comment on Items not on the Agenda**

Roland commented on the San Francisco County Transportation Authority (SFCTA) Pennsylvania Avenue Extension.

**5. Approval of Meeting Minutes for February 26, 2026**

Motion/Second: Medina/Burt

Ayes: Burt, Medina

Noes: None

Absent: Walton

**6. Adopt a Second Addendum to Mitigated Negative Declaration for Guadalupe River Bridge Replacement Project**

Michael Tauchen, Deputy Director, Environmental Compliance, provided the presentation that included the following:

- Increased construction efficiency during the dry season; environmental clearance and approvals
- California Environmental Quality Act (CEQA) addendum to address extra access, work hours, and greenery cleaning; reduce scheduling risks and permit updates

Motion/Second: Burt/Medina

Ayes: Burt, Medina

Noes: None

Absent: Walton

Public Comment

Roland commented on service issues due to lane closures.

**7. Receive Update on Marketing Partnerships and Ridership Growth**

Taylor Huckaby, Deputy Director, Communications, and Brent Tietjen, Program Manager, External Affairs, provided the presentation that included the following:

- Cost-efficient marketing efforts, activations, special events and partnerships; city partnership toolkit and GoPass expansion
- Signature campaigns; concert, event, and sports partnerships; themed trains; and promotional fares
- Ticket bundling, concept-testing advertisement with partners, and revenue-generating opportunities
- \$353,645 total budget for paid media, partnerships, other opportunities
- Increased ridership, with highest ridership satisfaction in 27 years
- City partnerships efforts; GoPass growth and development; resources and outreach; partnership opportunities exploration

Staff provided further clarification in response to the Committee comments and questions, which included near-term revenue and long-term revenue efforts; political support; ridership trends and public perception; signage importance, destination promotion, and electronic billboards; city partnership and program utilization and promotional pilots; and digital advertisement opportunities.

**8. Committee Member Requests** - There were none.

**9. Date/Time of Next Regular TOPS Committee Meeting:** Wednesday, April 29, 2026 at 1:30 pm.

**10. Adjourn** - The meeting adjourned at 2:06 pm.

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee  
Through: Michelle Bouchard, Executive Director  
From: Dahlia Chazan, Chief, Caltrain Planning  
For: May 2026 Board of Directors Meeting  
Subject: **Conduct Public Hearing and Adopt Updated Policy Regarding Conveyance of Property Interests Involving Property Owned by the Peninsula Corridor Joint Powers Board and Fee Schedule**

Finance Committee Recommendation

Technology, Operations, Planning, and Safety Committee Recommendation

Advocacy and Major Projects Committee Recommendation

**Purpose and Recommended Action**

Staff recommend that the Technology, Operations, Planning, and Safety Committee (TOPS) Committee recommend approval of the proposed updates to the Policy Regarding Conveyance of Property Interests Involving Property Owned by the Peninsula Corridor Joint Powers Board (now referred to as “The Peninsula Corridor Joint Powers Board Property Conveyance Policy”), and associated Fee Schedule.

This item was previously presented as an informational item to the Committee on February 25, 2026. Following Committee discussion, staff is returning with the proposed policy update for a public hearing, as required for the proposed fee changes, and for recommendation to the Board of Directors (Board) for adoption.

**Discussion**

The Peninsula Corridor Joint Powers Board (JPB) routinely receives third-party requests from utility companies, public agencies, and private entities seeking to access or occupy JPB property for non-rail purposes. These activities are governed by the Property Conveyance Policy (Policy), first adopted in 2010 and updated in 2021.

The Policy guides third-party use of JPB property, including applicable agreements, review processes, and fees. It ensures that third-party uses protect JPB property interests, remain compatible with rail operations and future needs, and are reviewed through a consistent and transparent process. Requests may be processed under this Policy *only after* they are determined to be compatible with the JPB’s current and future railroad needs, as defined in the Adopted Service Vision and documented in the Rail Corridor Use Policy (RCP).

Proposed updates are intended to:

- Support effective and efficient leasing and property management;
- Improve cost recovery and revenue generation;
- Enhance policy clarity and usability; and
- Support broader Caltrain goals, including providing a world-class travel experience, encouraging economic vitality and enhancing quality of life.

### **Summary of Recommended Updates**

#### Addition of Guiding Principles

Incorporating new Guiding Principles into the Policy will provide a clear framework aligned with JPB priorities for decision-making regarding use of property. Staff recommend incorporating the following:

- **Principle #1: Safety**  
Safety on JPB property takes precedence over all other considerations. No third-party use may introduce operational risk, impair safe rail access, or conflict with governing safety rules, construction requirements, or regulatory standards.
- **Principle #2: Preservation of Current and Future Rail Needs**  
JPB property is primarily used for transportation and rail purposes. Third-party uses must be consistent with railroad priorities and will only be considered if determined compatible with current or future rail needs. No use may interfere with rail operations, limit future transportation projects, or increase the cost or complexity of planned rail facilities.
- **Principle #3: Revenue Generation and Cost Recovery**  
JPB property may be used to generate revenue to support the railroad when it is not needed for safety and/or rail purposes. Any such use must provide Fair Market Rent and cover the costs of processing the request, unless an exception is approved by the appropriate authority.
- **Principle #4: Station Activation and Ridership**  
Use of property that encourages station activity, provides customer amenities, improves multimodal access, enhances station area economic vitality and supports ridership will be prioritized over alternatives that provide fewer benefits.

- **Principle #5: Stewardship of Public JPB Property**

The JPB will protect public transportation assets and will not convey property rights without appropriate value or public benefit. Property rights shall only be granted to the extent necessary for the approved use and must not reduce the JPB's control of access to or use of the Corridor.

#### Fee Schedule Updates

The Fee Schedule establishes charges for third parties seeking to access JPB property and is intended to recover administrative costs associated with reviewing and approving requests and overseeing activities on JPB property. The Fee Schedule was last updated in 2021 and is due for review.

Key elements of the proposed updates include:

- **Cost Recovery:** Adjusting processing and review fees to more accurately recover staff time and administrative costs associated with reviewing and managing third-party requests, including:
  - Right of Entry/License agreements;
  - Special Use Permit (formerly Encroachment Permit); and
  - Rail Corridor Use Policy (RCUP) Variances.

Additionally, the Fee Schedule would incorporate a standard annual fee escalation of three (3) percent to account for inflation and administrative cost growth, with authority for the Executive Director to suspend the adjustment if not warranted.

- **Revenue Generation:** Updating fees to better support revenue generation where use of JPB property is appropriate and consistent with policy objectives, including:
  - Addition of a longitudinal fiber fee to generate revenue from telecommunications fiber lines installed along the rail corridor,
  - Decreasing minimum rent for leases to enable additional flexibility, and
  - Addition of a Special Use Permit fee for use of JPB property for events.
- **Fee Schedule Clarity:** Update fee categories to better reflect purpose and provide clarity, including:
  - Renaming the current Encroachment Permit as a Special Use Permit to better reflect its purpose, and

- Removal of easement fees from the Fee Schedule, as easements are addressed separately through negotiated agreements and are infrequent.

Executive Director Authority Expansion and Clarity

**Property Agreements:** Under the current Policy, Executive Director approval authority is limited to property agreements with terms of five years or less. In practice, this limitation can reduce flexibility and result in delays. For example, many of the historic station properties require significant up-front investment by tenants, and in return for bearing these costs, the tenants require a longer lease term. Requiring Board approval of the terms once they are agreed to creates uncertainty for potential tenants and adds additional time to the leasing process, making JPB-owned properties less market competitive.

The recommended update would expand this authority to allow approval of leases and renewals to up to ten years. This change is intended to improve flexibility and responsiveness to be market competitive while continuing to protect JPB interests through the Rail Corridor Use Policy and existing review processes.

**Fee Waivers:** Under the Board’s Policy Regarding Waiver of Fees Associated with Requests for Conveyance of Property Interests, which were adopted separately from the 2021 Policy Update, the Executive Director has discretion to waive fees for public agencies or nonprofit organizations under certain circumstances.

Staff recommends (1) incorporating these Guiding Principles directly into the Policy to provide clarity for Executive Director waiver authority and (2) broadening eligibility to allow qualifying partnerships with private entities that support ridership and exposure.

Policy Clarity and Organization

Additional recommended updates focus on improving policy clarity and usability. These revisions will include streamlining policy language, reorganizing the Policy structure, adding definitions, and removing details about staff-managed procedures

**Budget Impact**

There is no impact on the budget.

Prepared By:	Nadine Fogarty	Director, Caltrain Real Estate and Transit-Oriented Development	4/13/2026
	Jenny Lin	Manager, Caltrain Real Estate and Transit-Oriented Development	4/13/2026

## Appendix Attachments

- Exhibit A: *Resolution No. 2021-18 Adopting an Updated Policy Regarding the Processing of Requests for Conveyance of Property Interests and Associated Fee Schedule*
- Exhibit B: *Policy Regarding Waiver of Fees Associated with Requests for Conveyance of Property Interests*
- Exhibit C: *Proposed Policy Regarding Conveyance of Property Interests Involving Property Owned by the Peninsula Corridor Joint Powers Board and Fee Schedule*

**RESOLUTION NO. 2021- 18**

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

\* \* \*

**ADOPTING AN UPDATED POLICY REGARDING THE PROCESSING OF REQUESTS FOR  
CONVEYANCE OF PROPERTY INTERESTS AND ASSOCIATED FEE SCHEDULE**

**WHEREAS**, the Peninsula Corridor Joint Powers Board (JPB), owns various properties, including the Caltrain right of way, which are the subject of numerous requests for use by various public and private parties; and

**WHEREAS**, in order to respond to third-party requests to enter or use JPB property, on October 7, 2010, pursuant to Resolution 2010-45, the Board of Directors (Board) adopted a Policy Regarding Processing of Requests for Conveyance of Property Interests Involving the Property Owned by JPB (Policy); and

**WHEREAS**, the Policy includes a Fee Schedule to allow the JPB to recoup costs associated with handling such requests and to generate revenue from the use of JPB property by third parties; and

**WHEREAS**, on February 6, 2020, pursuant to Resolution 2020-05, the Board adopted the Caltrain Rail Corridor Use Policy (RCUP) to facilitate agency review of potential uses of JPB property to ensure they are compatible with the railroad's current and future needs; and

**WHEREAS**, staff has updated the Policy to describe the JPB's current process and terms for issuing Property Access Agreements to third parties to access and/or use JPB property; be consistent with the RCUP; and update terms and procedures for other aspects of the process for reviewing proposed third-party uses of JPB property; and

**WHEREAS**, staff also has updated the associated Fee Schedule to reflect current costs of processing requests to access and/or use JPB property, and to reflect current market values; and

**WHEREAS**, on April 1, 2021, the Board held a public hearing to seek and consider input on the revised Fee Schedule.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby approves the updated "Policy Regarding Process of Requests for Conveyance of Property interests Involving Property Owned by the Peninsula Corridor Joint Powers Board" and associated Fee Schedule, attached hereto with the understanding that: (1) the policy will specifically require the accurate recording of all physical right of way for utilities approved through the process and the maintenance of records that reflect the nature and location of such facilities and (2) the policy will permit staff to consider the waiver of encroachment and other fees for qualified non-profit and governmental entities in accordance with a Guiding Principal Statement that staff will prepare for review by the WPLP Committee; and

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to approve or deny requests for access to, or use of, JPB property in accordance with the attached policy.

Regularly passed and adopted this 1<sup>st</sup> day of April, 2021 by the following vote:

AYES: Chavez, Gee, Hendricks, Pine, Stone, Walton, Zmuda, Heminger, Davis

NOES: None

ABSENT: None

  
Chair, Peninsula Corridor Joint Powers Board

ATTEST:

  
JPB Secretary

## **PENINSULA CORRIDOR JOINT POWERS BOARD**

### **POLICY REGARDING THIRD PARTY REQUESTS TO USE PROPERTY OWNED BY THE PENINSULA CORRIDOR JOINT POWERS BOARD**

#### **Overview, Background, and Purpose**

The Peninsula Corridor Joint Powers Board (“PCJPB”) owns a railroad right-of-way running from San Francisco down through San Jose, the Caltrain Rail Corridor (“Corridor”) for the purposes of operating the Caltrain passenger rail service. Within San Mateo County, Corridor ownership is shared with the San Mateo County Transit District. Additionally, PCJPB separately owns property near 26 Caltrain stations, as well as other property purchased in support of various capital projects. It is intended that, as additional property is purchased by PCJPB, third party use of that property shall be governed by this Policy. As of 2021, the PCJPB’s property holdings (“PCJPB property”) total approximately 690 acres, a substantial portion of which is dedicated to transportation uses.

Due to the Corridor's location along the Peninsula, and the historic economic development that it triggered, the Corridor runs through the middle of many communities between San Francisco and San Jose. As a result, the PCJPB receives numerous requests from utilities to cross, or otherwise occupy, portions of the Corridor, as well as various other third party requests to use PCJPB property for uses unrelated to railroad operations. In addition, properties that are not currently required to support Caltrain operations may be leased to generate revenue to offset the cost of operating Caltrain.

PCJPB, and its predecessor Southern Pacific Railroad, have had a long history of allowing third-party utilities to operate within the Corridor and has entered into numerous revenue-generating leases of PCJPB Property. The process for reviewing and approving both types of requests is currently governed by the “Policy Regarding Processing of Requests For Conveyance of Property Interests Involving Property Owned by the PCJPB” which was adopted in 2010 via Resolution 2010-45. Following Board adoption, this updated policy will supersede that previous policy.

PCJPB recognized a need to update its property use process in response to the PCJPB Board of Directors’ adoption of an ambitious Long-Range Service Vision for the railroad on October 3, 2019. As such, the PCJPB Board of Directors adopted the Caltrain Rail Corridor Use Policy on February 6, 2020 via Resolution 2020-05 (“RCUP”) to guide the use of the agency’s property and support delivery of Caltrain’s Long-Term Service Vision

The RCUP is intended to provide a process to facilitate agency review of requested uses of PCJPB property to ensure they are compatible with the railroad’s current and future needs. Following approval through the RCUP compatibility review process, a proposed use is required to undergo additional review for engineering, operational, and regulatory compliance before the agency will issue an agreement to allow a third party the right to use PCJPB property. The types of agreement issued by PCJPB are listed below and are hereafter referred to as “Property Access Agreements.”

This updated policy describes the agency's process and terms for granting Property Access Agreements to third parties to access and/or use PCJPB property. It has been updated to include and clarify the role of the RCUP in the process, as well as update terms and procedures for other aspects of the review process for proposed uses.

The contents of this updated policy are as follows:

- Summary of Property Access Agreements
- Staff review process and terms for non-lease agreements
- Staff review process and terms for lease agreements
- Final approval process for all agreements

### **Summary of Property Access Agreements**

Below is a list of the types of agreements most frequently issued by the PCJPB and a brief description of each, including required conditions.

#### **Service Agreement**

Purpose: Sets forth the terms and conditions under which the applicant will reimburse the PCJPB for all actual costs incurred in providing the services and materials required to review the applicant's proposed use (including applicable general and administrative overhead costs), for costs associated with processing the Property Access Agreement, and for costs required to support the implementation of the use of agency property, as appropriate. A Service Agreement does not convey any rights to use property.

#### **Right of Entry Permit Agreement**

Purpose: Allows third party access to PCJPB Property for a specified period to accomplish a specific activity, which generally involves construction work on an existing facility. No facilities may be constructed on PCJPB Property.

Other Conditions: Permittee (or agency contracting with Permittee) shall sign a Service Agreement to reimburse PCJPB for its costs and expenses, as necessary.

#### **License Agreement**

Purpose: Allows third party access to PCJPB Property for a specified period to accomplish a specific activity, which generally involves construction work and allows an applicant's semi-permanent facility to remain on PCJPB Property.

Other Conditions: Licensee shall sign a Service Agreement to reimburse PCJPB for its costs and expenses, as necessary.

#### **Encroachment Permit**

Purpose: Allows third parties access to PCJPB Property for a specific purpose and a limited duration when a Right of Entry Permit, License Agreement or Lease is not appropriate, when no construction is to occur on the property and when the property is outside of the Operating Use Zone as defined in RCUP.

#### **Lease Agreement**

Purpose: Allows a third party to use PCJPB Property not currently required for rail operations for a defined period. This agreement is typically used when the third party is a commercial business leasing PCJPB property for Fair Market Rent.

### **Easement Agreement**

Purpose: Provides permanent property rights to the grantee for a specific purpose.

Other Conditions: Licensee shall sign a Service Agreement to reimburse PCJPB for its costs and expenses, as necessary. Requires Board approval.

### **Staff Review Process and Terms for Non-Lease Agreements**

This section describes the review process and terms for all agreements that are not leases. Non-lease agreements are typically issued for utility crossings, but may be used in other circumstances when a lease agreement is not appropriate.

After receipt of an application form, staff will analyze each request in accordance with this Policy and, if the request warrants further review, will present the applicant with an estimate of PCJPB's processing and oversight costs ("Processing Costs"), as applicable. Only after the applicant has paid a non-refundable processing fee (the "Real Estate Processing Fee") and, if required, signed a Service Agreement to reimburse PCJPB for its actual cost of reviewing the request, will staff analyze the request to ensure the following, which shall be hereafter referred to as "Baseline Conditions":

- The request is determined to be compatible with current and anticipated future operational requirements and potential railroad uses of the property, and is consistent with RCUP; and
- The applicant's improvements are designed to be compatible with the broadest range of possible transportation alternatives for the entire width of the right-of-way, to minimize disruption of current service and the necessity for later relocation; and
- All facilities constructed on PCJPB Property are constructed in a manner consistent with all applicable general engineering standards, Caltrain standards and California Public Utilities Commission regulations; and
- The request is in full compliance with the requirements of applicable federal and state laws including any conditions embodied in grants and conditions of financing for the property acquisition by the PCJPB or its predecessors in interest.

Once the review is completed, staff will process the appropriate Property Access Agreement, typically based upon PCJPB's standard forms, and will forward the agreement and a staff recommendation to the Executive Director of the PCJPB (or his/her designee) for consideration. The Property Access Agreement will require the applicant to agree, at the minimum, to the following conditions ("Required Conditions"):

- The Applicant must agree to relocate applicant's facilities (at applicant's expense) if necessary to accommodate the use of the Property for public transportation purposes or real estate development, as determined by PCJPB, its successors or assigns; and
- The applicant must maintain and repair its improvements at its sole expense; and

- The applicant must indemnify the PCJPB against liability (including for the release of hazardous materials) arising out of permittee's use of the property; and
- The agreement will include a reservation of a right in favor of PCJPB to terminate for breach; and
- The agreement will require that the applicant (and/or its contractor) provide adequate insurance for the benefit of PCJPB, its successors and assigns, including, when necessary Railroad Protective Liability Insurance (RPLI).
  - PCJPB shall obtain RPLI in its own name, at the sole cost and expense of the applicant. An applicant may provide its own RPLI by demonstrating that it can provide coverage that is equivalent to, or better than, the RPLI available to PCJPB.

Staff will record the location and nature of any utility or similar agreement approved through this process and will require the applicant to provide the PCJPB with current and accurate "as built" drawings of any facility constructed. Staff will maintain accurate records of each such Non-Lease Agreement to support and facilitate future Caltrain capital and other projects.

### **Staff Review Process and Terms for Lease Agreements**

This section describes the review process and terms for all lease agreements, for which there are two general types of sites:

- **Independently Usable Sites:** In certain locations, especially along commercial corridors, commercial demand exists for use of PCJPB Property that is not currently required to support Caltrain operations. Such properties are typically accessible from the public street system and can be used independently, without reliance upon use of property owned by entities than other the PCJPB ("Independently Usable Sites").
- **Landlocked Sites:** In other instances, property not currently required to support Caltrain operations is landlocked, meaning it has no means of access other than from the Caltrain corridor or though the contiguous site, but may have commercial value to the contiguous property owners ("Landlocked Sites").

In both such cases, PCJPB may seek to lease property to generate revenue, and all potential leases must be analyzed and approved in accordance with the terms and process described below.

**Requirement for Fair Market Rent:** All property shall be leased at market value unless otherwise approved by the Board in its sole and complete discretion. Market value will be evaluated in consideration of current market conditions, the proposed use, the site's physical characteristics (including location, size, access and shape of the property), and taking into account all rights and limitations created by the lease agreement, and shall be referred to throughout as "Fair Market Rent."

**RCUP Compatibility and Determination of the Lease Term:** Before any site is made available for lease, staff shall ensure that use of the site by a third party is compatible with the

railroad's current and future needs for its property and is compliant with RCUP. Real Estate staff shall also review the site with other departments, including Planning and Engineering, to determine if and when the site will be needed to support future rail activities or capital projects. For revenue-generating commercial leases, staff shall seek to make the site available for the longest possible duration that does not conflict with potential PCJPB uses of the property, it being understood that longer lease terms generally lead to more lucrative financial return.

The review and approval process and terms for leases are different for independently usable sites and landlocked sites, as described below.

**Independently Usable Sites:** When property with independent commercial potential is identified as available for lease, and the proposed use will be for more than five years, staff shall seek to competitively market the site, either through a commercial broker or directly by staff, to attract a pool of qualified potential tenants. Leases of less than five years are not required to be marketed but may be if staff feels it would be appropriate to do so.

Proposals will be evaluated using criteria, developed by staff to reflect the specific site, and will typically include the maximization of rent paid, compliance with the Baseline Conditions, and other conditions specific to the property itself. In no case shall rent be for less than Fair Market Rent, unless approved by the Board.

Once the review is completed and a potential tenant has been selected, staff will process the lease agreement, which will be based upon PCJPB's standard form, and will forward the agreement and a staff recommendation to the Executive Director of the PCJPB (or his/her designee) for consideration. The lease will require the applicant to agree, at a minimum, to the Required Conditions.

**Landlocked Sites:** Staff may negotiate directly with the contiguous property owner, unless other potential lessees have expressed interest in the site or staff otherwise believes that marketing the site will attract a larger pool of qualified tenants, in which case staff shall follow the procedures for marketing a non-landlocked site. When leases for landlocked property come due, staff may choose to negotiate directly with the existing tenant if the tenant has been a tenant of good standing throughout previous lease term. The lessee must comply with the Baseline Conditions and the rent must be no less than Fair Market Rent unless otherwise approved by the Board.

Once the review is completed and a potential tenant has been selected, staff will process the lease agreement, typically based upon PCJPB's standard form, and will forward the agreement and a staff recommendation to the Executive Director of the PCJPB (or his/her designee) for consideration. The lease will require the applicant to agree, at a minimum, to the Required Conditions.

## **Final Approval of Property Access Agreements**

This section describes the final approvals that are needed to issue a Property Access Agreement to a third party after staff has reviewed and recommended the request for approval.

If the Property Access Agreement is within the authority of the Executive Director, as described below, the Executive Director or his/her designee may execute the agreement. If the request falls within the Board's authority, as described below, the Executive Director may sign the agreement only being delegated authority by the Board.

### **AUTHORITY OF EXECUTIVE DIRECTOR**

The Executive Director (or his/her designee) may approve Property Access Agreements without the prior approval of the Board, provided that the request will not have an adverse impact on the use or potential future development of PCJPB-owned Property for PCJPB purposes and that the following conditions are met:

- The Property Access Agreement is for a term not more than five years
  - Exception: if the lease is an extension of a lease to an existing tenant and is for an Independently Usable Site, the new term will extend the occupancy of the same tenant for more than 5 consecutive years, the lease will require board approval; and
- The applicant has paid the appropriate amount of compensation as described in the PCJPB's Fee Schedule (unless such fees are waived by the Executive Director or his/her designee for public agencies or certain nonprofits, whose qualifications meet and satisfy the Guiding Principles to be developed by staff and provided to the Work Program-Legislative-Planning Committee), or for leases, the rent is set at Fair Market Rent; and
- The Property Access Agreement includes all of the Required Conditions and staff has determined that such use is consistent with the Baseline Conditions.

### **PCJPB BOARD REVIEW**

The Board of Directors shall review and approve all conveyances of permanent property rights as well as any other requests that do not fall into the authority of the Executive Director, as outlined above. The Property Access Agreements may be issued only after the applicant pays appropriate compensation as set forth in the PCJPB's Fee Schedule or, for leases has paid the first month's rent and any security deposit.

**PENINSULA CORRIDOR JOINT POWERS BOARD**

**FEE SCHEDULE**

**FEES BY REAL ESTATE AGREEMENT TYPE**

Note: The below agreement types are defined in the Peninsula Corridor Joint Powers Board's (PCJPB) "Policy Regarding Third Party Requests to Use Property Owned by the Peninsula Corridor Joint Powers Board"

**Right of Entry Permit Agreement**

Real Estate Processing Fee: \$2,100

Annual Permit Payment: \$5,000, if the total area is 2,000 or less

Annual Permit Payment: fair market value (not less than \$5000) if the area is greater than 2,000 sq. ft.

**License Agreement**

Real Estate Processing Fee: \$2,100

Annual Permit Payment: \$5,000, if the total area is 2,000 or less

Annual Permit Payment: fair market value (not less than \$5000) if the area is greater than 2,000 sq. ft.

**Encroachment Permit**

Real Estate Processing Fee: \$1,000

**Lease Agreement**

Real Estate Processing Fee: None

Monthly Rent: fair market value (as determined by staff), but not less than \$800/mo.

**Easement Agreement**

Real Estate Processing Fee: \$2,100

Payment of lump sum fair market value of the easement as determined by staff

**SERVICE AGREEMENTS AND ASSOCIATED FEES**

**Purpose**

If staff determines that staff review of a request to access property will require more than 8 hours of staff time and/or more than 3 hours of the Attorney's time, which costs are covered by the various Real Estate Processing Fees above, the applicant shall enter into a Service Agreement with PCJPB. The Service Agreement sets forth the terms and conditions under which the applicant will reimburse PCJPB for all actual costs of providing the services and materials required to support the applicant's proposed project (including applicable general and administrative overhead costs) and for costs associated with processing the Property Access Agreement. A Service Agreement conveys neither property rights nor right to use property.

**Payment Policy**

**Service Agreements Valued under \$50,000:**

Service Agreements with an estimated cost of less than \$50,000 or Service Agreements that will be completed in 120 days or less require full prepayment.

**Service Agreements Valued over \$50,000:**

If the Service Agreement has an estimated total project cost of more than \$50,000 or will last more than 120 days, a payment option may be pre-arranged on a case-by-case basis. A minimum 10% deposit with monthly progress billings or a deposit based on a cash flow analysis with monthly progress billings (whichever is greater) may be arranged and approved at the discretion of staff. Payments under a progress billing are due 30

days following the date of invoice. All overdue balances due to PCJPB not contested in writing, <sup>4/29/2026</sup> by the due date shall bear interest at the rate of 1.5% per month, compounded monthly, from the due date. Additionally, PCJPB may require that all work cease until all payments are received in full.

### **RAIL CORRIDOR USE POLICY – USE VARIANCE FEE**

All proposed non-railroad uses of JPB property must be determined to be compatible with the railroad’s current and future uses, as demonstrated through compliance with the Board-adopted Rail Corridor Use Policy, or the “RCUP” (adopted February 6, 2020 as Resolution 2020-05).

The RCUP review process does not charge a fee for the initial compatibility review(s) of proposed uses.

For uses that are determined to be not compatible with the railroad’s current and future needs after the initial compatibility review, third parties may opt to request an RCUP Use Variance. A Base Fee of \$2500 is charged for all proposed uses of PCJPB property that enter into the RCUP Use Variance process. This nonrefundable Base Fee must be fully paid by the applicant at the time of submitting the RCUP Use Variance application. The Base Fee is charged to cover PCJPB costs for reviewing and processing the RCUP Use Variance application, inclusive of up to 12 hours of staff time and up to 3 hours of the Attorney’s time.

The RCUP Use Variance Review Base Fee is likely to cover PCJPB costs for reviewing *most* Use Variance applications; however, there may be some instances in which the complex nature of the proposed use or its location on the corridor requires a more extensive review of the Use Variance application. In these instances, the Base Fee may not be adequate for covering PCJPB costs for processing and reviewing, and additional staff and/or Attorney time may be required. Therefore, on a case-by-case basis, the PCJPB may charge an Additional Fee (on top of the Base Fee) to seek reimbursement for PCJPB costs for Use Variance applications requiring extensive review. Staff will determine if an Additional Fee is required to cover PCJPB costs for processing a complex Use Variance application after receipt of the application, and as soon as a determination is made, staff will notify the applicant of any Additional Fee as soon as possible. The Additional Fee to process complex Use Variance applications is to be issued and paid using a Service Agreement, under the terms and conditions described for Service Agreements above. The Additional Fee is nonrefundable and must be fully prepaid by the applicant before staff may process a complex Use Variance application.

#### Notes:

- Payment of the RCUP Use Variance Fee neither conveys PCJPB’s approval of the compatibility of the proposed use, nor provides authorization to use property.
- Additional information about the RCUP review process, including the Use Variance process, can be found in the adopted Rail Corridor Use Policy, available on Caltrain’s website.

### **REASON FOR FEES**

The Purpose of the Real Estate Processing Fee and the RCUP Use Variance Fee is to recoup costs associated with staff time to negotiate and draft the real estate document or review the Use Variance, legal time for review of documents and staff time to set up and monitor the project, as necessary. The Annual License Payment and Annual Permit Payment represent the value of the encumbrance to the property created by the agreement.

### **REGULAR REVIEW OF FEES**

All fees shall be reviewed regularly by staff and updated as PCJPB’s cost of processing permits increases. Annual License Payments and Annual Permit Payments shall be reviewed regularly by staff and updated to reflect current property values.

# EXHIBIT B

## AGENDA ITEM #8 AUGUST 25, 2021

### PENINSULA CORRIDOR JOINT POWERS BOARD STAFF REPORT

TO: JPB Work – Program – Legislative – Planning Committee

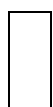
THROUGH: Michelle Bouchard  
Acting Executive Director

FROM: April Chan  
Chief Officer, Planning/Grants/TA

SUBJECT: **POLICY REGARDING WAIVER OF FEES ASSOCIATED WITH REQUESTS FOR  
CONVEYANCE OF PROPERTY INTERESTS**



Finance Committee  
Recommendation



Work Program-Legislative-  
Planning Committee  
Recommendation



Staff Coordinating  
Council Reviewed



Staff Coordinating Council  
Recommendation

#### **ACTION**

This report is for information only. No Board action is required at this time.

#### **SIGNIFICANCE**

At its April, 1, 2021 meeting, the Board of Directors adopted Resolution No. 2021-18 which updated the JPB's "Policy Regarding the Processing of Requests for Conveyance of Property Interests" and approved an accompanying Fee Schedule.

As part of the approval, the Board directed staff to prepare for review by the WPLP Committee at a subsequent meeting "guiding principles" with regards the waiver of encroachment and other fees for certain qualified non-profit organizations or governmental entities. These principles would be applied at the Executive Director's discretion.

The Guiding Principles listed below outline when it may be appropriate for the Executive Director (or his/her designee) to waive such fees, which would be at the Executive Director's sole and complete discretion:

- When the permittee provides JPB with goods and services of generally equivalent (or greater) value than the permit fees; or

- When the permit covers an event for which JPB is a co-sponsor, in which case a permit is not required; or
- The event is sponsored by a governmental agency and will bring ridership or exposure to Caltrain, such as Bike to Work Day; or
- Where the permittee is a community-service-oriented, non-profit entity.

After considering any comments from the Committee, staff and the Executive Director will follow these guiding principles when considering the possible waiver of fees for a property conveyance. The ultimate decision of waiver request will be at the Executive Director's sole and complete discretion.

Final Note: All users of JPB property must provide evidence of insurance, even if a permit is not issued

### **BUDGET IMPACT**

While the Guiding Principles allow the Executive Director to waive fees for certain permits, historically the number of such permits made up a small percentage of the total number of property access agreements issued by JPB. Staff anticipates the budget impact to be minor, likely in the range of no more than several thousand dollars a year

Prepared by: Brian W. Fitzpatrick, Director, Real Estate and Property Development  
650.508.7781

**DRAFT: PROPERTY CONVEYANCE POLICY****THE PENINSULA CORRIDOR JOINT POWERS BOARD  
PROPERTY CONVEYANCE POLICY****1. Background, Purpose, & Applicability**

The Peninsula Corridor Joint Powers Board (“JPB”) owns a railroad right-of-way running from San Francisco to San Jose, known as the Caltrain Rail Corridor (“Corridor”), for the purposes of operating the Caltrain passenger rail service. JPB also owns property adjacent to 26 Caltrain stations as well as property purchased in support of various capital projects. As of 2026, the JPB’s property holdings (“JPB property”) total approximately 690 acres. Most of the property is dedicated to transportation uses, and many sites are not accessible from the public right of way.

Because the Corridor passes through established cities along the Peninsula, JPB routinely receives requests from utility companies, public agencies, and private entities seeking to access or occupy JPB property for non-rail purposes. In addition, the JPB seeks to lease property not currently required to support Caltrain operations, including areas within station buildings and some station parking lots, to generate revenue for rail operations. These activities are currently governed by the Policy Regarding Processing of Requests for Conveyance of Property Interests Involving Property Owned by the JPB (now referred to as “The Peninsula Corridor Joint Powers Board Property Conveyance Policy”), first adopted in 2010 and updated in 2021. Upon adoption, this updated Policy, which enhances clarity and supports revenue generation, will supersede all prior versions.

This Policy updates and establishes guiding principles, general requirements, and terms under which the JPB authorizes third-party use of JPB property through various forms of Property Access Agreements. It also updates the associated Fee Schedule to reflect current costs of processing requests to access and/or use JPB property and market values. Third-party uses may only be processed under this Policy after they are determined to be compatible with JPB’s current and future railroad needs, as defined by the Adopted Service Vision and documented in the Rail Corridor Use Policy (“RCUP”).

This Policy applies to all third-party uses on all JPB property, including activities such as utility installations, construction access, temporary uses, permanent facilities, commercial uses, and

similar requests.<sup>1</sup> Uses may only be exempted from this Policy if specifically authorized by the JPB Board of Directors.

## 2. Definitions

- **Fair Market Value (FMV):** Fair market value is the price or compensation a property would reasonably command on the open market under typical market conditions. This value is determined by staff based on market data, the proposed use, the site's physical characteristics (including location, size, access and shape of the property), and considering all rights and limitations created by the applicable Property Access Agreement.
- **Fair Market Rent (FMR):** Fair market rent is an expression of the Fair Market Value for lease agreements.
- **Property Access Agreements:** Agreements used by the JPB to authorize third-party access to, or use of, JPB property. These may include Special Use Permits, Right of Entry Permits, License Agreements, and Lease Agreements as further described in *Section 4*.
- **Rail Corridor Use Policy (RCUP):** The Rail Corridor Use Policy (RCUP), adopted by the JPB in February 2020, is used to assess whether a proposed third-party use of JPB-owned property is fundamentally compatible with the railroad's current and future property needs, as defined by the Service Vision and other adopted plans and policies. This policy is updated periodically.
- **RCUP Use Variance:** A request to approve a third-party use that is not initially determined to be compatible under the RCUP review process.
- **Service Agreement:** An agreement under which an applicant reimburses the JPB for staff, legal, engineering, and administrative costs associated with evaluating, reviewing, or supporting proposed third-party use of JPB property. A Service Agreement does not grant access to, or any property rights on, JPB property, and does not oblige the JPB to approve the proposed use or issue a Property Access Agreement.

## 3. Guiding Principles

The following guiding principles apply to all third-party use of JPB property and establish the ordered priorities that guide evaluation and approval of such requests.

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<sup>1</sup> Properties planned and used for transit-oriented development are governed by the Transit Oriented Development (TOD) policy.

- **Principle #1: Safety**  
Safety on JPB property takes precedence over all other considerations. No third-party use may introduce operational risk, impair safe rail access, or conflict with governing safety rules, construction requirements, or regulatory standards.
- **Principle #2: Preservation of Current and Future Rail Needs**  
JPB property is primarily used for transportation and rail purposes. Third-party uses must be consistent with railroad priorities and will only be considered if determined compatible with current or future rail needs. No use may interfere with rail operations, limit future transportation projects, or increase the cost or complexity of planned rail facilities.
- **Principle #3: Revenue Generation and Cost Recovery**  
JPB property may be used to generate revenue to support the railroad when it is not needed for rail purposes. Any such use must provide Fair Market Rent or Value and cover the costs of processing the request, unless an exception is approved by the appropriate authority.
- **Principle #4: Station Activation and Ridership**  
Use of property that encourages station activity, provides customer amenities, improves multimodal access, enhances station area economic vitality and supports ridership will be prioritized over alternatives that provide fewer station activation and rider benefits.
- **Principle #5: Stewardship of Public JPB Property**  
The JPB will protect public transportation assets and will not convey property rights without appropriate value or public benefit. Property rights are granted only to the extent necessary for the approved use and must not reduce the JPB's control of access to or use of the Corridor.

#### 4. Property Access Agreement Types

Below are the types of agreement commonly used by the JPB to authorize third-party access to or use of JPB property. The appropriate agreement depends on the nature, duration, and permanence of the proposed use.

- **Special Use Permit:** Authorizes short-term, non-construction use of JPB property. Facilities or equipment may not be installed or left on the property at the end of the use.
- **Right of Entry (ROE):** Authorizes temporary access to JPB property for work activities including inspection, surveying, or maintenance work. No facility or improvements may remain on the property following completion.

- **License Agreement:** Authorizes a third party to install, operate, and maintain semi-permanent facilities or equipment on JPB property subject to relocation or removal conditions. It may be used in conjunction with a Right of Entry agreement for access to maintain licensed improvements.
- **Lease Agreement:** Authorizes longer-term, revenue-generating use of JPB property, which may or may not include improvements. A lease agreement provides ongoing occupancy rights for a defined term and requires Fair Market Rent consistent with *Section 6*.

This table summarizes the common Property Access Agreement types:

Property Access Agreement	Facility Left on Property	Typical Duration <sup>2</sup>	Typical or Example Uses
Special Use Permit	No	1 day	Non-recurring or occasional special events, community activities
Right of Entry (ROE)	No	1 day to 3 months	Third-party utility inspections and service, surveys, construction access, maintenance, vegetation control
License Agreement	Yes (Semi-Permanent)	1 year to 5 years	Construction of third-party infrastructure such as utilities, pipelines, electrical, fiber optic cables and telecom
Lease Agreement	Yes (During Term)	1 year to 10 years	Commercial uses including recurring activities (e.g., farmers’ markets), parking, storage, kiosks

Property Access Agreements are issued for a defined period and do not convey permanent property rights. Permanent or longer-term property conveyances, including easements, are uncommon, require approval by the Board of Directors, and must align with the Guiding Principles established in this Policy.

Property Access Agreements may be issued only after the applicant pays appropriate compensation as set forth in the JPB’s Fee Schedule. For lease agreements, issuance is

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<sup>2</sup> Durations are illustrative and may vary for agreements.

conditioned upon payment of any required security deposit or any other upfront payments as determined through lease negotiations.

#### **4.1. Service Agreement Requirement**

The JPB may require an applicant to execute a Service Agreement to reimburse the JPB for costs associated with reviewing, processing, and supporting a proposed use of JPB property when the request exceeds the estimated staff and attorney time reflected in the fee schedule. The Service Agreement sets forth the terms under which the applicant will reimburse the JPB for staff time, legal services, engineering reviews, administrative costs, and other related expenses.

### **5. Conditions of Use**

All third-party uses of JPB property must meet two sets of requirements. First, a use must satisfy Baseline Conditions before it may be considered for approval. Second, any approved use must meet Required Conditions included in the final Property Access Agreement.

#### **Baseline Conditions**

A proposed third-party use may only be considered for approval when all the following conditions are satisfied:

- **Compliance with Engineering and Safety Standards**

All facilities constructed on JPB property must be designed, constructed, and maintained in a manner that ensures the safety of railroad operations and the public, and complies with all applicable federal, state, and local safety and engineering requirements, including standards and regulations of the Federal Railroad Administration (FRA), Caltrain, and California Public Utilities Commission.

- **Compatibility with Current and Future Railroad Needs**

The request must be determined to be compatible with current and anticipated future operational requirements and potential railroad uses of the property and must be consistent with the Rail Corridor Use Policy (RCUP) or includes a request for an RCUP variance that is recommended for approval.

- **Design Consistent with Corridor Flexibility**

The applicant's improvements must be designed to be compatible with the broadest range of possible transportation alternatives to minimize disruption of current and future service and avoid the necessity for later relocation.

- **Compliance with Laws and Property Funding Requirements**

The request must be in full compliance with all applicable federal and state laws, including any conditions embodied in grants or financing related to the acquisition or improvement of JPB property by the JPB or its predecessors in interest.

- **Alignment with JPB Adopted Policies**

The proposed use will be reviewed for alignment with applicable JPB adopted policies and plans, including but not limited to the Station Access Policy, the Rail Corridor Use Policy, and other adopted policies, as relevant.

### 5.1. Required Conditions

If the proposed use satisfies all Baseline Conditions, the Property Access Agreement must include, at a minimum, the following terms:

- **Relocation at Applicant's Expense**

In general, the applicant must agree to relocate the applicant's facilities, at the applicant's sole cost and expense, if necessary, to accommodate the use of the property for public transportation purposes or rail-related development, as determined by the JPB, its successors or assigns. In certain cases where the tenant will invest significantly in JPB-owned property (e.g., tenant improvements to station buildings) and where no rail capital projects are planned, staff may waive this requirement.

- **Maintenance and Repair**

The applicant must maintain and repair its improvements at its sole expense, except certain instances where improvements are delivered by a tenant for the benefit of the JPB, as determined by the JPB.

- **Indemnification**

The applicant must indemnify and hold the JPB harmless against liability, including for the release of hazardous materials, arising out of the applicant's use of the property.

- **Termination**

The agreement must include a reservation of a right in favor of the JPB to terminate the agreement for breach.

- **Insurance Requirements**

The agreement must require that the applicant (and/or its contractor) provide adequate insurance for the benefit of the JPB, its successors and assigns, including, when necessary, Railroad Protective Liability Insurance (RPLI). The JPB shall obtain RPLI in its own name, at the sole cost and expense of the applicant. An applicant may provide its

own RPLI only by demonstrating coverage equivalent to, or better than, the RPLI available to the JPB.

## 6. Leasing Guidelines

This section establishes the guidelines by which the JPB leases JPB property not required for rail purposes.

### 6.1. Marketing Sites

The JPB will market leasing opportunities in a fair and transparent manner to attract qualified tenants. This may include a range of marketing, outreach, and solicitation approaches, as appropriate, including but not limited to staff-led efforts, broker representation, or competitive processes. Landlocked sites or sites that cannot be accessed by public streets may be negotiated directly with the adjoining property owner.

### 6.2. Fair Market Rent Requirement

All leases must provide Fair Market Rent (FMR) as determined by the JPB staff, unless an exception is approved by the JPB Board of Directors. FMR shall be evaluated based on current market conditions, the proposed use, the site's physical characteristics (including location, size, access, and shape), and all rights and limitations established in the lease.

### 6.3. Lease Terms and Extensions

Lease terms must be compatible with current rail needs and future transportation uses, as determined through RCUP review and other applicable agency standards. Significant tenant investment in improvements to the property may justify more flexible lease terms, subject to consistency with the Rail Corridor Use Policy or Approval by the Board of Directors.

Lease extensions may be considered on the same basis and must be reviewed by staff and evaluated using the same Review Criteria as a new lease.

### 6.4. Review Criteria

New lease proposals and extensions will be evaluated based on the Guiding Principles and include the following considerations:

- **Revenue and Value to the Agency:** Preference may be given to proposals that provide the highest economic return or overall value to the JPB.
- **Station Activation and Ridership:** Uses that enhance station activity or ridership will be prioritized when expected revenue is comparable to other potential uses at the station.

- **Tenant Reliability and Financial Capacity:** Preference may be given to tenants who demonstrate strong financial solvency and the ability to meet lease obligations. Demonstration of financial capacity may include, as determined by staff, the submission of financial information such as profit and loss statements, balance sheets, and/or bank statements.

## 7. Approval Authority

This section describes the final approvals required to issue a Property Access Agreement after staff completes its review and recommends the request for approval.

If the Property Access Agreement is within the authority of the Executive Director, as described below, the Executive Director or their designee may execute the agreement. If the request falls within the Board's authority, the Executive Director may sign the agreement only after being delegated authority by the Board.

### 7.1. Authority of the Executive Director

The Executive Director (or their designee) may approve new Property Access Agreements without the prior approval of the Board, provided that the request will not have an adverse impact on the use or potential future development of JPB-owned Property for JPB purposes and that the following conditions are met:

- The Property Access Agreement is for a total term, including option(s), of ten (10) years or less;
- Required fees have been paid and/or agreement terms provide Fair Market Rent, unless waived as in section 7.1.1; and
- The agreement has been determined by staff to meet Baseline Conditions and contains all Required Conditions.

Extensions or renewals of executed lease agreements may be reviewed and approved by the Executive Director or their designee on the same basis provided the extension or renewal complies with the Guiding Principles and applicable review criteria.

#### 7.1.1. Fee Waiver Authority

The Executive Director (or their designee) may waive fees established in the associated fee schedule when doing so is determined in the best interest of the JPB or supports JPB operational, strategic, or community objectives.

Fee waivers shall be granted at the sole discretion of the Executive Director and may be considered under the following circumstances:

- When the permittee provides JPB with goods or services of generally equivalent or greater value than the applicable fees;
- When the agreement relates to an event for which JPB is a co-sponsor or strategic partner;
- When the agreement promotes transit use, ridership, or public awareness of Caltrain services;
- When the permittee is a governmental agency, nonprofit organization, or private entity whose activities provide public, operational, or strategic benefit to the JPB.

### **7.2. JPB Review and Approval**

All conveyances of permanent property rights, as well as any other requests, including leases and fee waivers, that do not fall within the authority of the Executive Director will be submitted to the Board of Directors for review and action.

The Property Access Agreement may be issued only after the applicant pays appropriate compensation as set forth in the JPB's Fee Schedule, below. For lease agreements, issuance is conditioned upon payment of any required security deposit or any other upfront payments as determined through lease negotiations.

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**FEE SCHEDULE FISCAL YEAR 2026-2030**

**REASON FOR FEES**

The Purpose of the Real Estate Processing Fee and the RCUP Use Variance Fee is to recoup costs associated with staff time to negotiate and draft the real estate document or review the Use Variance, legal time for review of documents and staff time to set up and monitor the project, as necessary. Annual License and Permit Fees represent the value of the encumbrance to the property created by the agreement.

**PERIODIC REVIEW OF FEES**

Fees shall be reviewed periodically and updated to reflect the JPB's costs of processing permits and administrating agreements. The Fee Schedule incorporates a standard annual escalation of three (3) percent per year to account for inflation and administrative cost growth. The Executive Director may suspend the annual escalation, if warranted.

**PROPERTY ACCESS AGREEMENTS AND ASSOCIATED FEES**

Property Access Agreement types are defined in the Peninsula Corridor Joint Powers Board's (JPB) "Policy Regarding Processing of Requests for Conveyance of Property Interests Involving Property Owned by the JPB." Fees for Fiscal Years 2026–2030 are set forth below for reference.

Fee	FY2026	FY2027	FY2028	FY2029	FY2030
<b>Right of Entry Permit and License Agreement</b>					
Processing Fee	\$2,700	\$2,781	\$2,864	\$2,950	\$3,039
Annual Fee (≤2,000 SF)	\$5,500	\$5,665	\$5,835	\$6,010	\$6,190
Annual Fee (>2,000 SF)	Fair market value (not less than \$5,500)				
<b>Special Licenses</b>					
Longitudinal Fiber Fees	Fair market value per strand per lineal foot				
<b>Special Use Permit</b>					
Processing Fee	\$1,600	\$1,648	\$1,697	\$1,748	\$1,801
Permit Fee	Fair market value				
<b>Lease Agreement</b>					
Monthly Rent	Fair market rent, but not less than \$500 per Month				
*Fair Market Values and rents are determined by staff at the time of the agreement.					

**SERVICE AGREEMENTS AND ASSOCIATED FEES**

If staff determines that review of a request to access property will exceed the estimated staff and attorney time reflected by the fees in the adopted fee schedule, the applicant shall enter into a Service Agreement with the JPB. The Service Agreement sets forth the terms and conditions under which the applicant will reimburse the JPB for all actual costs of providing the services and materials required to support the applicant’s proposed project (including applicable general and administrative overhead costs) and for costs associated with processing the Property Access Agreement. A Service Agreement conveys neither property rights nor right to use property.

**Payment Policy**

Service Agreements Valued under \$50,000:

Service Agreements with an estimated cost of less than \$50,000 or Service Agreements that will be completed in 120 days or less require full prepayment.

Service Agreements Valued over \$50,000:

If the Service Agreement has an estimated total project cost of more than \$50,000 or will last more than 120 days, a payment option may be pre-arranged on a case-by-case basis. A minimum 10% deposit with monthly progress billings or a deposit based on a cash flow analysis with monthly progress billings (whichever is greater) may be arranged and approved at the discretion of staff. Payments under a progress billing are due 30 days following the date of invoice. All overdue balances due to the JPB not contested in writing by the due date shall bear interest at the rate of 1.5% per month, compounded monthly, from the due date. Additionally, the JPB may require that all work cease until all overdue payments are received in full.

**RAIL CORRIDOR USE POLICY USE VARIANCE FEE**

All proposed non-railroad uses of JPB property that are six months or longer in duration must be determined to be compatible with the railroad’s current and future uses, as demonstrated through compliance with the Board-adopted Rail Corridor Use Policy (RCUP).

The RCUP review process does not charge a fee for the initial compatibility review(s) of proposed uses. However, if a proposed use is determined to be incompatible with the railroad’s current and future needs after the initial compatibility review, the third-party applicant may request an RCUP Use Variance. A non-refundable Base Fee must be fully paid by the applicant at the time of submitting the RCUP Use Variance application. The RCUP Use Variance Review Base Fee is intended to cover JPB costs for reviewing most Use Variance applications and reflects staff and attorney time; however, in cases where a more extensive review is required, the JPB may charge an additional fee to cover costs (on top of the Base Fee). Information about the RCUP review process, including the Use Variance process and fees, can be found in the adopted Rail Corridor Use Policy, available on Caltrain’s website.

Fees for Fiscal Years 2026–2030 are set forth below for reference.

Fee	FY2026	FY2027	FY2028	FY2029	FY2030
RCUP Variance Base Fee	\$2,600	\$2,678	\$2,758	\$2,841	\$2,926

**Resolution No. 2026-**

**Board of Directors, Peninsula Corridor Joint Powers Board  
State of California**

\* \* \*

**Adopt Updated Policy Regarding Conveyance of Property Interests Involving Property Owned  
by the Peninsula Corridor Joint Powers Board and Fee Schedule**

**Whereas** the Peninsula Corridor Joint Powers Board (JPB), owns various properties, including the Caltrain right of way, which are the subject of numerous requests for use by various public and private parties; and

**Whereas**, in order to respond to third-party requests to enter or use JPB property, on October 7, 2010, pursuant to Resolution 2010-45, updated on April 1, 2021, pursuant to Resolution 2021-18, the Board of Directors (Board) adopted a Policy Regarding Processing of Requests for Conveyance of Property Interests Involving the Property Owned by JPB (Policy); and

**Whereas**, the Policy includes a Fee Schedule to allow the JPB to recoup costs associated with handling such requests and to generate revenue from the use of JPB property by third parties; and

**Whereas**, on February 6, 2020, pursuant to Resolution 2020-05, the Board adopted the Caltrain Rail Corridor Use Policy (RCUP) to facilitate agency review of potential uses of JPB property to ensure they are compatible with the railroad's current and future needs; and

**Whereas**, staff has updated the Policy to support effective and efficient leasing and property management; improve cost recovery and revenue alignment; and enhance policy clarity and usability; and

**Whereas**, on April 29, 2026, the Board held a public hearing to seek and consider input on the revised Fee Schedule.

**Now, Therefore, Be It Resolved** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby approves the updated "Policy Regarding Process of Requests for Conveyance of Property interests Involving Property Owned by the Peninsula Corridor Joint Powers Board" (now referred to as "The Peninsula Corridor Joint Powers Board Property Conveyance Policy"), and associated Fee Schedule, attached hereto; and

**Now, Therefore, Be It Resolved** that the Executive Director is authorized to approve or deny requests for access to, or use of, JPB property in accordance with the attached Policy.

Regularly passed and adopted this 7<sup>th</sup> day of May, 2026 by the following vote:

Ayes:

Noes:

Absent:

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Chair, Peninsula Corridor Joint Powers Board

Attest:

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JPB Secretary