THIS PRINT COVERS CALENDAR ITEM NO.: 10.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Sustainable Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute an Agreement with the University of San Francisco and the University Terrace Association to accept an amount of up to \$591,000 to fund the design, approvals, and construction of various traffic calming, pedestrian, and bicycle safety improvements on Turk Boulevard and Golden Gate Avenue between Parker and Masonic avenues.

SUMMARY:

- To support the safe expansion of the University of San Francisco (USF) campus, the USF and the University Terrace Association (UTA) have developed a mutually agreed-upon traffic calming plan for Golden Gate Avenue and Turk Boulevard between Parker and Masonic avenues.
- The plan consists of crosswalk and curb ramp upgrades, center median islands, bike route striping, and parking changes (predominantly on Golden Gate Avenue).
- USF and UTA wish to provide up to \$591,000 to the SFMTA to pay for the design, approvals and construction of these various improvements.
- All planned improvements will be subject to environmental review and public review/notification requirements prior to implementation. Funds not required or used to complete the scope of work will be returned to USF/UTA.

ENCLOSURES:

- 1. SFMTAB Resolution
- 2. Agreement
- 3. USF/UTA request letter
- 4. USF Traffic Calming Project Area Map

APPROVALS:		DATE
DIRECTOR	Tom Magnire	August 13, 2019
SECRETARY_	R. Booner	August 13, 2019

ASSIGNED SFMTAB CALENDAR DATE: August 20, 2019

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PURPOSE

Authorizing the Director of Transportation to execute an Agreement with the University of San Francisco and the University Terrace Association to accept an amount of up to \$591,000 to fund the design, approvals, and construction of various traffic calming, pedestrian, and bicycle safety improvements on Turk Boulevard and Golden Gate Avenue between Parker and Masonic avenues.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following SFMTA Strategic Plan Goal and Objectives:

- Goal 1: Create a safer transportation experience for everyone.

 Objective 1.1: Achieve Vision Zero Goal by eliminating all traffic deaths
- Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.
 - Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation
- Goal 3: Improve the quality of life and environment for San Francisco and the region. Objective 3.5: Achieve financial stability for the agency

This item will support the following Transit First Policy Principles:

- 1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
- 3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
- 5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
- 6. Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking.

DESCRIPTION

The University of San Francisco (USF), which employs over 1,000 full- and part-time faculty serving over 10,000 students, has sought to expand its campus in recent years to improve its educational services. Due to the school's adjacency to the University Terrace residential neighborhood, the USF and University Terrace Association (UTA) have worked collaboratively over a number of years to identify mutually agreed-upon concepts that improve the public right-of-way in support of traffic safety and positive relations between the two entities. As an outcome of this collaboration (separate and distinct from all actions required for campus expansion approvals), the USF and UTA hold joint authority to disperse up to \$1 million in support of these and other potential future traffic safety improvements.

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SFMTA staff have worked with the USF and UTA to refine a list of conceptual improvements and prepare a conceptual cost estimate (totaling \$591,000) for their approval, design, and construction. These conceptual improvements consist of crosswalk and curb ramp upgrades, traffic calming islands, bikeway upgrades, and parking changes within the University Terrace neighborhood - specifically on Turk Boulevard and Golden Gate Avenue between Parker and Masonic avenues. Given that Masonic Avenue is on the City's High Injury Network and Golden Gate Avenue is on the city's bicycle network, these improvements are consistent with the Agency's goals to improve safety for all users and encourage more sustainable travel modes. Subject to completion of environmental review, all changes are anticipated to be implemented by SFMTA and Public Works crews as they are available.

The USF, UTA and SFMTA have prepared a memorandum of understanding outlining the conceptual scope of work, amount and timing of installation payments, use of funds, public review, and other relevant topics. As stated in the memorandum, funds not required or used to complete the scope of work will be returned to the USF/UTA.

STAKEHOLDER ENGAGEMENT

The USF worked collaboratively with the UTA and neighbors for several years under a good faith agreement on the changes contemplated within the scope of work. Both parties are in support of the plan. All parking and traffic changes will be subject to public review, hearing, and notification requirements, as established under Section 201 of the San Francisco Transportation Code.

In addition to required notification(s) and public hearing(s), SFMTA staff has included within the cost estimate time and resources to host one additional (optional) public meeting, which would likely be an open house.

ALTERNATIVES CONSIDERED

The alternative of not accepting the payment of funds was considered. Without the payment, the SFMTA would not have sufficient funds to plan and construct the pedestrian, bicycle, and traffic calming safety improvements in the project area.

FUNDING IMPACT

Accepting the payment will provide the necessary funding to complete design and implementation of traffic calming, pedestrian, and bicycle safety improvements that have no other identified funding source. If accepted, the SFMTA's FY2019-2023 Capital Improvement Program budget would be increased by \$591,000 to fund this project, with no impacts to other project budgets or publicly available funds.

PAGE 4.

ENVIRONMENTAL REVIEW

On July 12, 2019, the SFMTA, under authority delegated by the Planning Department, determined that accepting funds from USF and UTA as described is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

A CEQA review and an environmental determination must be conducted prior to implementation of any of the planned improvements.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this report.

All planned improvements are subject to the Procedures for Implementing Parking and Traffic Controls established under Sections 201 et seq. of the San Francisco Transportation Code.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute an Agreement with the University of San Francisco and the University Terrace Association to accept an amount of up to \$591,000 to fund the design, approvals, and construction of various traffic calming, pedestrian, and bicycle safety improvements on Turk Boulevard and Golden Gate Avenue between Parker and Masonic avenues.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS

RESOLUTION No.	
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WHEREAS, The University of San Francisco (USF) Main Campus is generally bound by Stanyan Street and Parker Avenue on the west, Masonic Avenue on the east, Fulton Street on the south, and Anza Street on the north; and,

WHEREAS, The University Terrace Association (UTA) is a neighborhood association whose members are owners and residents of properties in the residential neighborhood immediately north of the USF's Main Campus and immediately south of the USF's Upper Campus; the University Terrace neighborhood is generally bound by Parker Avenue on the west, Masonic Avenue on the east, Golden Gate Avenue on the south, and Turk Boulevard on the north; and,

WHEREAS, The USF and UTA have agreed on a Traffic Calming Plan on Golden Gate Avenue and Turk Boulevard and have provided concept drawings and a narrative description of the Plan to the SFMTA; and,

WHEREAS, The USF and UTA have agreed upon a revised scope of the Traffic Calming Plan (Improvements), based on estimated design and construction costs provided by the SFMTA; and,

WHEREAS, The USF and UTA desire to jointly provide funds to the SFMTA for the estimated cost of detailed design work and construction of the Improvements to the SFMTA; and,

WHEREAS, The SFMTA is agreeable to accepting the funds, subject to the terms and conditions set forth in the Agreement between the SFMTA, USF, and UTA; and,

WHEREAS, On July 12, 2019, the SFMTA, under authority delegated by the Planning Department, determined that accepting funds from the University of San Francisco as described is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; and,

WHEREAS, Prior to implementing the Improvements, the SFMTA will have to complete CEQA review and an environmental determination for the Improvements; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute an Agreement with the University of San Francisco and the University Terrace Association to accept an amount of up to \$591,000 to fund the design, approvals, and construction of various traffic calming,

pedestrian, and bicycle safety improvements on Turk Boulevard and Golden Gate Avenue between Parker and Masonic avenues.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of August 20, 2019.

Secretary to the Board of Directors San Francisco Municipal Transportation Agency

AGREEMENT FOR PAYMENT OF FUNDS

This Agreement (Agreement), dated as of ________2019, is made by and between the University of San Francisco, (USF), a California non-profit public benefit corporation, the University Terrace Association (UTA), a California non-profit public benefit corporation, and the City and County of San Francisco (the City), a municipal corporation, through its Municipal Transportation Agency (SFMTA) (collectively, the Parties).

RECITALS

- A. USF is the owner of that certain property commonly known as 2130 Fulton Street, San Francisco, California, which is also referred to as USF's Main Campus. The Campus is generally bound by Stanyan Street and Parker Avenue on the west, Masonic Avenue on the east, Fulton Street on the south, and Anza Street on the north.
- B. UTA is a neighborhood association whose members are owners and residents of properties in the residential neighborhood immediately north of USF's Main Campus and immediately south of USF's Upper Campus. The University Terrace neighborhood (UT) is generally bound by Parker Avenue on the west, Masonic Avenue on the east, Golden Gate Avenue on the south, and Turk Boulevard on the north.
- C. On June 24, 2010, USF and UTA entered into an agreement with the purpose and intent of establishing a good faith process and procedure to foster better communication and understanding between them, with the intent that their mutual commitment to this process will foster a positive environment for neighborly relations.
- D. The agreement between USF and UTA defines numerous actions and goals to achieve that purpose, one of which is that USF and UTA will develop a mutually agreed upon proposed traffic calming plan (Plan) on Golden Gate Avenue and Turk Street.
- E. USF and UTA have agreed in writing on the scope of the proposed Plan and has provided concept drawings and a narrative description to the SFMTA, the City agency, through its Sustainable Streets Division, which has jurisdiction over parking and traffic changes and must therefore approve, conduct environmental review, and coordinate the implementation, of any traffic calming improvements.
- F. USF and UTA have agreed upon the revised scope, estimated design and construction costs provided by SFMTA for the Plan, which will be referred to as the "Traffic Calming Improvements" (Attachment A).
- G. USF has agreed to fund the estimated costs of detailed design work and construction of the Traffic Calming Improvements, which the SFMTA will use only to pay for associated administrative, detailed design, and construction activities.

H. In a letter dated _____, USF offered to fund the Traffic Calming Improvements. The SFMTA is agreeable to accepting the funds, subject to the terms and conditions set forth below.

AGREEMENT

- 1. Effective Date; Term. The Agreement shall commence on the Effective Date, which shall be the date of the last signature of the parties after the Agreement is approved by the City as required by law. The Agreement shall terminate upon completion of the proposed Traffic Calming Improvements by the SFMTA, as set forth in Section 3, unless earlier terminated under Section 7.
- 2. Environmental Review. The potential projects to be implemented shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under the California Environmental Quality Act (CEQA) before a City agency, commission, board or any other City decision maker may consider approving any of the Transportation Improvements; and any potential project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this Agreement commits, or shall be deemed to commit, the City or City agencies to approve or implement any project, and they may not do so until environmental review of the project as required under CEQA has been completed. The City and any other public agency with jurisdiction over any part of any project resulting from such study shall have the absolute discretion before approving the project to: (a) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (b) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (c) require the implementation of specific measures to mitigate any specific impacts of the project; (d) balance the benefits of the project against any significant environmental impacts cannot otherwise be avoided; and (e) determine whether or not to proceed with the project.
- 3. Amount and Timing of the Payment. USF agrees to provide an amount not to exceed Five Hundred Ninety-One Thousand Dollars (\$591,000) to the SFMTA (see Attachment A). The Payment shall be dispersed in three installments. USF shall pay the first installment of Eighty Thousand Dollars (\$80,000) within two months of the approval by the SFMTA Board of this Agreement. USF will pay the second installment of Four Hundred Fifty Thousand Dollars (\$450,000) within two months of the "date of approval" of all Transportation Improvements, as defined below. USF will pay the final installment of up to Sixty-One Thousand Dollars (\$61,000) within one month after receiving verification that all Traffic Calming Improvements, if selected, are completed and approved by the City.

The "date of approval" is defined as the date when all project approvals requested by USF and UTA pursuant to the San Francisco Planning Code can no longer be appealed to any City board or commission and lawsuits challenging the project, if any, have been settled, dismissed with prejudice, or reached a final, non-appealable judgment.

4. Use of Payment. SFMTA will use the Payments to support only legislation, design, environmental review, and/or construction of the Traffic Calming Improvements described in Attachment A, should they be selected for implementation. The first installment of the Payment will be used for design

engineering, environmental review, legislative approvals, cost estimation, and limited near-term implementation of Traffic Calming Improvements (should they be selected for implementation after environmental review). The SFMTA shall return to USF any funds remaining after all Traffic Calming Improvements are implemented (to the extent they are implemented) or should the SFMTA decide not to undertake any of the Improvements.

- Public Review. The Traffic Calming Improvements project shall be subject to public review and notification requirements as established by Section 201 of the San Francisco Transportation Code prior to implementation. Additionally, the SFMTA will prepare and attend one community meeting, if requested, to gather community input on new median islands and associated design elements (Item 5 from Attachment A) prior to final design and public hearing(s).
- 6. Modification of Agreement. The Parties reserve the right to amend or supplement this Agreement by mutual consent. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the Parties, and separate oral agreements or understandings shall not be binding on any of the Parties.
- **Termination.** Either party may terminate this Agreement for default. The City may terminate this Agreement for convenience upon 30 days' notice to USF and UTA.
- Notification of Limitations on Contributions. USF and UTA acknowledge that they are familiar with Section 1.126 of the San Francisco. Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves. (2) a candidate for the agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is spensored or controlled by Contractor. Contractor must inform each such person is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.
- Notices. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by electronic or U.S. mail,, and shall be addressed as follows:

To USF:

Michael E. London Associate Vice President, Facilities Management 2130 Fulton Street

San Francisco, CA 94117 Phone: (415) 422-4545 Email: Melondon@usfca.edu To UTA Niall Vignoles

President, University Terrace Association 2715 Turk Street San Francisco, CA 94118 Phone: (415) 742-0946 Email: mdsimms225@aol.com

To SFMTA: Casey Hildreth

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Livable Streets

San Francisco Municipal Transportation Agency

One South Van Ness Avenue, 7th Floor San Francisco, CA 94103-5417 Phone: (415) 646-2217 Email: casey.hildreth@sfmta.com

- No Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. The parties acknowledge and agree that this Agreement is entered into for their benefit and not for the benefit of any other party.
- Agreement Binding on Successors. This Agreement shall be binding on the heirs, successors and assigns of USF and UTA.
- 12. Assignment. The services to be performed by the parties are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by either party unless first approved by written instrument executed and approved as required by applicable City law.
- 13. Liability of City. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
- Public Access to Nonprofit Records and Meetings. If USF or UTA receives a cumulative total per year of at least \$250,000 in City funds or Cityadministered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, USF and/or UTA must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.
- 15. Sunshine Ordinance. USF and UTA acknowledge that this Agreement and all records related to its formation are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinace, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.
- Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of

California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

- 17. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 6.
- 18. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the date written above.

CITY AND COUNTY OF SAN FRANCISCO Municipal Transportation Agency	UNIVERSITY OF SAN FRANCISO By: University of San Francisco a California non-profit public benefit corporation
By Edward D. Reiskin Director of Transportation	By: Name: Its: _
Municipal Transportation Agency Board of Directors Resolution No Dated: Secretary, SFMTA Board of Directors Approved as to Form:	UNIVERSITY TERRACE ASSOCIATION By: University Terrace Association a California non-profit public benefit corporation
Dennis J. Herrera City Attorney	By:
ByRobin M. Reitzes Deputy City Attorney	

ATTACHMENT A

Location	Recommended Upgrades	Quantity	Unit Cost	Total Cost
1. Crosswalk Upgrades				
A. Locations on Turk:				
Tamalpais	Continental Crosswalks (Upgrade Existing)	3		\$3,098
Chabot	Continental Crosswalks (Upgrade Existing)	3		\$3,098
Parker	Continental Crosswalks (Upgrade Existing)	4		\$6,345
Kittredge	No Upgrades	-		
Roselyn	No Upgrades	-	ļ	
Annapolis	Continental Crosswalk (Upgrade Existing)	1		\$657
Temescal	No Upgrades	-		
B. Locations on Golden Gate				
Tamalpais	Continental Crosswalks (New)	2		\$1,690
•	Upgraded Curb Ramps (Required to install X-walks)	4	\$15,000.00	\$60,000
Chabot	Continental Crosswalks (Upgrade Existing)	3		\$2,723
	Raised Crosswalk	1	\$15,000.00	\$15,000
Parker	Continental Crosswalks (Upgrade Existing)	3		\$3,443
Kittredge	Continental Crosswalks (Upgrade Existing)	2		\$1,948
Roselyn	Continental Crosswalk (New)	1		\$657
Annapolis	Continental Crosswalks (New)	2		\$1,690
	Upgraded Curb Ramps (Required to install X-walks)	4	\$15,000.00	\$60,000
Temescal	Continental Crosswalks (New)	2		\$1,690
	Upgraded Curb Ramps (Required to install X-walks)	4	\$15,000.00	\$60,000
2. Road Diet on Turk	No Upgrades			
3. Sharrows on Golden Gate	Install additional sharrows on Golden Gate	15	\$102.13	\$1,532
4. Corner Bulbs	No Upgrades			
5. Median Islands on Golden Gat	re			

ATTACHMENT A

Annapolis - Masonic	80x6 Stamped concrete b/t Annapolis and Masonic island	480	\$185.00	\$88,800
	Planted 100x6 median island at Masonic	600	\$275.00	\$165,000
Roselyn	Upgrade Existing Painted Islands to Concrete	2	\$15,000.00	\$30,000
Parker	No Upgrades	-	-	
Bike Box on GG at Masonic	Bike Box to be installed after median is designed	1	\$4,656.00	\$4,656
Contingency	10%			\$51,203
Construction Total		_		\$563,231
Administrative/Design Total				\$27,384
GRAND TOTAL		_		\$590,615

California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

- 17. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 6.
- 18. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the date written above.

CITY AND COUNTY OF SAN FRANCISCO Municipal Transportation Agency	UNIVERSITY OF SAN FRANCISO By: University of San Francisco a California non-profit public benefit corporation
By Edward D. Reiskin Director of Transportation	By: Oh & MISS E. CROSS Its: VICE PRESIDENT
Municipal Transportation Agency Board of Directors Resolution No Dated: _	UNIVERSITY TERRACE ASSOCIATION
Secretary, SFMTA Board of Directors Approved as to Form: Dennis J. Herrera City Attorney	By: University Terrace Association a California non-profit public benefit corporation By: Name: Niall Vignoles Its:President
Robin M. Reitzes Deputy City Attorney	V

Enclosure 3 - USF/UTA request letter



July 19, 2019

Tom Maguire Interim Director of Transportation San Francisco Municipal Transportation Agency 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103 Facilities Management 2130 Fulton Street San Francisco, CA 94117-1080 Tel 415.422.6464 Fax 415.752.0888

Re: Funds to SFMTA for University Terrace/University of San Francisco Traffic Calming Plan

Dear Mr. Maguire:

The University of San Francisco (USF), with the concurrence of the University Terrace Association, would like to provide \$591,000 to the San Francisco Municipal Transportation Agency (SFMTA) to be applied toward design and construction of traffic calming measures, described in Attachment A, for the University Terrace neighborhood, which is bounded by Masonic Avenue, Golden Gate Avenue, Turk Boulevard, and Parker Avenue. We have also signed an agreement regarding this transaction, which we have been advised must be approved by the SFMTA Board of Directors. In accordance with the terms of the agreement, we have prepared a check for the first installment of \$80,000, made out to the SFMTA, which we will deliver within two months of the SFMTA Board approval to receive it.

The USF/UTA Traffic Calming Plan is the product of a collaborative effort by the residents of University Terrace, USF, and the SFMTA. Developed through a multiyear joint effort and relying on the expertise of Fehr & Peers Transportation Consultants, USF and UTA developed a traffic calming concept plan for the University Terrace neighborhood that would address neighbors' concerns about negative traffic impacts, parking infringements, and pedestrian safety. The proposed concept plan was subsequently reviewed and refined by SFMTA staff to provide the scope of work as described in Attachment A. USF and UTA acknowledge that the SFMTA has sole jurisdiction to select and approve the final scope of the Improvements, if any, after environmental review has been conducted.

These funds are not intended to fulfill any requirement for development approvals. We are offering to provide the funds solely to implement the benefits of calming traffic and improving pedestrian safety to University Terrace residents and USF students, faculty, and staff.

We understand that if the SFMTA decides not to implement all of the measures described in Attachment A, or if the costs of those improvements are less than \$591,000, unspent funds will be returned to USF. If you have any questions, please contact Elizabeth Miles at the University of San Francisco (eemiles@usfca.edu).

Sincerely

Michael E. London
Associate Vice President

Associate Vice President, Facilities University of San Francisco Anne-Marie Pierce

Treasurer

University Terrace Association

cc: Tom Maguire

Enclosure 4 - USF Traffic Calming Project Area Map

USF Traffic Calming Project Area

