

INTRODUCTION

Background and Status

After a considerable site search effort within the City of Gainesville, Greyhound Lines, Inc. and the RTS, in cooperation with the City of Gainesville, are undertaking to relocate the Greyhound bus terminal. The site adjacent to the GRU Power Plant ("Old GRU" Building) was selected due to its location and accessibility to Greyhound's client base.

- *Readiness to proceed*

The participants in this project include the RTS and Greyhound and with the possibility of other retail and/or commercial tenants. Representatives from these groups, along with community leaders, have been working closely together to develop this project plan. All are in agreement that this project is needed and should be implemented immediately. Other sites that were recently suggested to Greyhound, considered and rejected are:

Airport Site

- The Airport is in a poor location for serving the demographics served by Greyhound.
- The Airport is in a location that is not accessible to the core population served by Greyhound.
- A shuttle or taxi service will be required to serve the riders from Greyhound into the downtown area where most of the Greyhound passengers need to go which is not economically feasible.
- Greyhound passengers are very price sensitive and any increment in costs leads to disproportionate reductions in ridership.

4th Avenue & Main Street Site

- This is the site for the County's new Courthouse and is therefore not available.

Greyhound Relocation

Gainesville needs Greyhound. The people of Gainesville need quality, affordable and convenient inter-city bus transportation. Greyhound has been providing inter-city bus service for almost 50 years in Gainesville.

For many years Greyhound operated from its facility at 516 S.W. 4th Avenue. The Greyhound terminal on 4th Avenue is under a lease agreement, which expires on July 31, 2001. This property has been sold and unfortunately Greyhound has to relocate its operation.

Relocation to the RTS "Old GRU" Building Site

As with all terminal relocations, Greyhound strives to provide the most convenient location possible for the traveling public. Extensive passenger surveys have been conducted to aid in identifying the best possible location. These surveys clearly indicate that this site is readily accessible to our passengers.

In 1991, Congress passed into law The Intermodal Surface Transportation Efficiency Act. This Act was created to promote new initiatives to meet the challenges America faces in transportation services as safety issues and traffic continues to increase at record levels. The Act has introduced new legislation that focuses on increasing the efficiency of the existing transportation infrastructure and facilities. As a result of this Act intermodals have flourished across America. An intermodal or multimodal as they are sometimes referred to is defined as a transit facility, which contains several different modes of transportation. Greyhound currently has operations in 90 intermodals nationwide and is participating in several new intermodal projects underway. These intermodal facilities have a proven track record of enhancing the efficiency of mass transportation and the travel experience by providing seamless transfers between different modes of transportation.

As you all know, this site was originally designated as an intermodal project for RTS and Greyhound that received approval and money from the Federal Transit Administration. However, cost overruns prevented the project from becoming a reality.

Other sites that were recently suggested to Greyhound, considered and rejected are:

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Gainesville needs Greyhound and Greyhound needs your help and support to create a successful partnering with the RTS at the "Old GRU" site. A project that will help complete this picture will benefit your community and serve Gainesville for many years to come. We hope you will find the following presentation helpful and we look forward to working with you on this exciting project.

Thank you from all of us at Greyhound Lines, Inc.



GAINESVILLE REGIONAL
AIRPORT

Gainesville Regional Airport
3880 N.E. 39th Avenue, Suite A • Gainesville, Florida 32609
(352) 373-0249 Phone • (352) 374-8368 Fax

VIA FACSIMILE 352 334-2607

June 5, 2001

Mr. Jeffrey F. Logan
RTS Transit Director
100 SE 10th Avenue
Gainesville, FL 32601

Dear Mr. Logan:

As you requested, this letter is a follow-up to our previous discussion concerning relocating the Greyhound Bus Terminal to the Passenger Terminal at the Gainesville Regional Airport.

Strictly, from a facilities viewpoint, a bus terminal could be co-located with the Passenger Terminal as there is room for expansion on both the east and west wings of the existing facility. Space within the existing building is tight. There is currently available one rental car ticket booth and office. The balance of the airline ticketing areas are reserved to accommodate airlines being recruited to serve the Airport. The lack of administrative space within the Terminal is evidenced by the two office modules located adjacent to the Passenger Terminal to accommodate airline and airport administrative support space.

A bus queuing/parking area would need to be constructed due to limited curbside parking adjacent to the Passenger Terminal (19 spaces; 12 spaces with canopy). Depending on the size of the proposed operation, the employee parking area may need to be enlarged.

As we discussed, airports are strictly regulated by the Federal Aviation Administration (FAA). Under FAA's revenue diversion policy, airports are prohibited from using airport-generated revenues to support activities not directly related to the Airport. Similarly, our construction grant programs are restricted to projects directly related to airport improvements. Since the Airport and Greyhound have no historical relationship, it is unlikely that the expansion of Passenger Terminal to accommodate a relocated bus terminal would qualify for airport funding.

In summary, this letter is intended to document our previous discussion on this issue. It is not intended to reflect the position of the Gainesville-Alachua County Regional Airport Authority, the operator of the Gainesville Regional Airport.

Sincerely Yours,



Gene P. Clerkin
Director of Aviation

REGIONAL TRANSIT SYSTEM
City of Gainesville

**COST ESTIMATE FOR PROPOSED
GREYHOUND BUS REMODELING AT OLD GRU BUILDING**

June 4, 2001

The scope of work includes only those items listed below. It has been based on a plan developed by Greyhound Bus Lines entitled GRU Remodel (undated). It does not include any work on the second floor, the construction of an elevator or the construction of code compliant stairs.

ITEM	QUANTITY	UNITS	COST /UNIT	COST
1 Demolish south portion of existing building	1	LS	\$17,000	\$17,000
2 New parking lot at south side of site	8	Spaces	\$1,200	\$9,600
3 Modify existing north parking lot to be at same finish grade	18,376	SF	\$2.50	\$45,940
4 Covered walks	1,636	SF	\$18	\$29,448
5 Access ramps and exterior stairs	588	SF	\$3.50	\$2,058
6 Handrails at ramps/stairs	110	LF	\$30	\$3,300
7 Landscaping / irrigation	1	LS	\$30,000	\$30,000
8 Remodel Greyhound Spaces	2,572	SF	\$55	\$141,460
9 Remodel RTS Spaces	2,258	SF	\$50	\$112,900
10 Paint exterior of building	1	LS	\$7,500	\$7,500
11			Subtotal	\$399,206
12		Contingency	20%	\$79,841
13		TOTAL		\$479,047

Prepared by *Brame Architects*

(F:\B\rts cost est for greyhound 6.4.01.wpd)

Lease Agreement

1. **PARTIES:** This Lease is made between **Greyhound Bus Lines, Inc.**, hereinafter referred to as Lessee, and **THE CITY OF GAINESVILLE, FLORIDA**, hereinafter referred to as Lessor.
2. **PREMISES:** The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, for the term and upon the terms and conditions hereinafter set forth, the following described leased premises: **700 SE 3rd Street, 2000 square feet ground floor space.**
3. **TERM:** The term of this Lease shall commence on the ___ day of ___ 2001, and shall continue for an initial period of sixty months, to and including _____ 2006.
4. **USE AND CHARACTER OF OCCUPANCY:** Lessee shall use the premises for the operation of Greyhound Lines, Inc. Lessee shall comply with all rules, orders, ordinances, laws, and regulations of all governmental authorities or regulating boards having jurisdiction over the premises, and the premises shall be used and occupied in a careful, proper and legal manner.
5. **RENT:** Rent for the premises shall be \$1,333.33 per month plus any applicable sales tax. The Lessee and the Lessor intend to renovate the premises to meet the needs of both parties, the City of Gainesville building code standards and the Dover Kohl Charette vision for the area. The Lessor agrees that the Lessee may provide a portion of the total rent (up to \$80,000.00) during the design and construction phase of the renovations as in-kind contributions consisting of architectural design, construction documents and cash to provide the Lessor with the 20% local match required for federal or other funds needed for the renovation. The Lessee further agrees to provide assistance to the Lessor's Transit System, Gainesville RTS, in applying for Federal Section 5311 (F) funds and other funding sources as they become available
- 6.
7. **UTILITIES:** Lessee agrees to pay before delinquency any and all charges for gas, electricity, water, sewage, telephone, solid waste and recyclable collection, and all other utilities used by it. All utilities shall be accounts in the name of the Lessee, and the Lessor shall have no liability for the cost of such utilities.
8. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not sublet the premises or any part thereof nor assign this lease, or any interest therein, without first obtaining the written consent of the Lessor.
9. **LOSS OR DAMAGE TO LESSEE'S PROPERTY:** All personal property of any kind or description whatsoever in or on the premises, whether owned by Lessee or others, shall be at the Lessee's sole risk, and, in the absence of negligence or intentional conduct of Lessor, the Lessor shall not be liable for any damage done to or loss of such personal property, or otherwise be liable to Lessee because of any interruption of services or utilities, and such interruption or failure shall not relieve Lessee from the duty to pay the full rent provided herein, or constitute or be construed as a constructive or actual eviction of Lessee.
10. **CASUALTY CLAUSE:** Lessee shall maintain, at Lessee's sole expense, its own insurance covering all of Lessee's personal property.
11. **MAINTENANCE AND REPAIR:** Lessee shall be responsible for maintaining the HVAC system, windows, interior walls, mechanical, electrical, plumbing, light fixtures, floor, and floor coverings in their condition as existed on the first day of the lease term. Lessee shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the premises, fixtures, and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees, tenants or invitees. In addition, Lessee shall repair all damage caused by installation or removal of furniture, fixtures, or property permitted under this lease to be removed from the premises, or which may be placed thereon by Lessee. All such repairs shall be made in a good, workmanlike manner. In the event of Lessee's failure to make repairs within a reasonable period of time, or in the event that the repairs are

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inadequate, the Lessor may elect to make such repairs and perform such maintenance, and the Lessee shall pay to the Lessor, on demand, the reasonable costs of such repairs and maintenance. Lessor shall be responsible for the maintenance and repair of the roof, exterior walls, structural portions of the building, and the replacement of heating and air conditioning systems (HVAC). Lessee shall be responsible for routine repairs and maintenance of the HVAC systems, but not for replacement. Routine repairs are those repairs necessary to keep the HVAC system in the same condition as existed on the first day of the lease, and not exceeding \$250.00 per repair. All other repairs, not caused by Lessee's acts or negligence, shall be the responsibility of the Lessor.

11. INSURANCE: Lessee shall furnish Lessor proof of liability insurance in the form of a certificate or duplicate copy of the policy, such proof to be furnished annually and such policy to have minimum combined single limits of One Million Dollars (\$1,000,000.00) for death or injury to person and property damage. Such insurance shall be taken out and maintained in a reputable insurance company authorized to do business in the State of Florida, satisfactory to Lessor, and such policy shall name Lessor as an additional insured and shall contain a ten (10) day notice requirement to Lessor before cancellation by the insurance company.

12. TAXES: Lessor shall pay all real property taxes assessed against the premises. The Lessee shall pay all tangible property tax on property owned by Lessee and located in the premises.

13. INSURANCE COST: Lessor shall maintain hazard insurance on the premises.

14. ENTRY: Lessor shall have the right at all reasonable times to enter the premise during business hours, upon reasonable prior notice to Lessee, for the purpose of examining or inspecting the same, providing services or maintenance, if required, or making such repairs or alterations therein as Lessor may deem necessary. Provided, however, Lessor shall have the right to enter the premises at any time in emergency situations. During the last sixty (60) day of the lease term, Lessor may show the premises to prospective tenants at all reasonable times during business hours, upon reasonable prior notice to Lessee, and place a "For Rent" or "For Sale" sign thereon.

15. BANKRUPTCY: If, at any time during the term hereof, there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, and within sixty (60) days thereof, Lessee fails to secure a discharge thereof, or fails to either accept or reject the lease in the bankruptcy proceeding within the time allowed under the Bankruptcy Code, or if Lessee makes an assignment for the benefit of creditors of files a petition for or enters into an arrangement, then, at the option of Lessor, exercised within a reasonable time after notice of the occurrence of any one or more of such events, this lease may be cancelled and terminated. In such event, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of any order of any court shall be entitled to possession or to remain in possession of the premises, but shall forthwith quit and surrender the premises.

16. DEFAULT: In the event the Lessee shall default in the payment of the monthly rent, sales tax, as provided herein, and the default of Lessee lasts for more than fifteen (15) days after written notice from Lessor, Lessor may terminate this lease and Lessor shall have the right, without notice or demand, to re-enter and remove all persons from Lessor's property without being deemed guilty of any manner of trespass and without prejudice to any remedies for rent or breach of covenant and Lessor may resume possession of the property. Lessor shall have a lien as security for such rental and other payments upon the fixtures, personal property and equipment belonging to Lessee, which are located on the premises, for the payment of any deficiency and costs owed to Lessor up to the date of termination, and Lessor shall have any and all other remedies available to it under law. In the event Lessee shall default in the performance of any of the terms or provisions of this lease other than the payment of monthly rent, Lessor shall notify Lessee by certified mail, return receipt requested, and within thirty (30) days after receipt of such notice, if Lessee has failed to cure such default, or if the default is of such character as to require more than thirty days (30) to cure, and Lessee shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event, Lessor may cure such default, and such expense plus interest thereon at the highest rate allowed by law shall be added to the rent otherwise due of Lessor may declare this lease terminated.

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17. **LESSOR'S COVENANTS:** Lessor covenants that it has good and marketable title to the premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens, restrictions, and defects in title affecting the premises or the rights granted Lessee in this lease.
18. **QUIET ENJOYMENT:** Lessee, upon paying the rent and performing the covenants and agreements of this lease, shall quietly have, hold, and enjoy the premises and all rights granted Lessee in the lease during the term thereof.
19. **ATTORNEY'S FEES AND COSTS:** In any litigation arising out of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and costs at the trial level and appellate levels of all courts of competent jurisdiction.
20. **NOTICES:** Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States certified mail, return receipt requested, postage fully prepaid, to the party's address or to such other address as either party may designate in writing and deliver as herein provided.
21. **WAIVERS:** No waiver of any condition or covenant of this lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of any other condition or covenant to said lease.
22. **COMPLETE AGREEMENT:** This lease contains a complete expression of the agreement between the parties, and there are no promises, representations, or inducements except such as are herein provided.
23. **BINDING EFFECT:** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted respective heirs, legal representatives, successors, and assigns. Each gender shall include all genders, and the singular the plural, and the plural the singular.
24. **WHERE PAYMENTS ARE DUE:** In making the monthly payments of rent, Lessee shall pay the Lessor the total sum to the address shown hereafter, or such other address as may be designated from time to time in writing by the Lessor:

(By Mail)
City of Gainesville – Billing & Collection Office
Mail Station #47
Post Office Box 490
Gainesville, Florida 32602-0490

(If by Hand Delivery)
City of Gainesville – Billing & Collection Office
200 East University Avenue, 3rd Floor
Gainesville, Florida 32601

Such address shall also be used for the giving of any written notice required hereunder by Lessee, and Lessor shall use the street address of the subject property for any notice required to be given by Lessor to Lessee.

25. **MODIFICATIONS AND IMPROVEMENTS:** Lessee shall make no modifications, alterations, or improvements to the leased premises without first obtaining the express written consent of the Lessor, which consent shall not be unreasonably withheld. Any improvements made by Lessor may be removed by Lessee if the same can be accomplished without material damage to the premises. Any incidental damage caused by such removal shall be repaired at Lessee's expense.
- At expiration or termination of this lease, the Lessee shall surrender the premises in a clean and uncluttered condition, free of all trash and debris. All improvements located on the premises at the inception of this lease shall be delivered in the same condition as existed on the first date of the lease term, reasonable wear and tear excepted.
26. **RIGHTS AND REMEDIES CUMULATIVE:** All rights and remedies of the parties hereto shall be cumulative and shall not be construed to exclude any other rights or remedies allowed by law consistent with the terms and conditions hereof.

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27. POSSIBILITY OF RADON GAS: Pursuant to Florida law, you are hereby advised as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional radon and radon testing may be obtained from your county public health unit. (Florida Statutes, Section 404.056(8) 1988).

28. INTERPRETATION: The terms and provisions hereof shall be construed and interpreted without regard to which party may have drafted it. This lease shall be construed under the laws of the State of Florida.

29. SPACE RESERVED FOR LESSOR: The Lessor shall have the right to possession of that portion of the building, as marked 700 SE 3rd Avenue. Lessor shall not conduct or allow to be conducted, any business that will in any way adversely affect Lessee's business, its use and occupation of the premises, safety and security, or cause any interference with Lessee's day-to-day operations.

30. PARKING LOT MAINTENANCE: Lessee shall be responsible for maintaining and keeping the parking spaces in a reasonable state of repair and free from debris.

31. LANDSCAPING MAINTENANCE: Lessee shall be responsible for regular maintenance of the landscaping, tree trimming and grass mowing on at least a monthly basis.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this day of , 2001.

Signed, sealed and delivered
in our presence:

LESSOR:
CITY OF GAINESVILLE

Wayne Bowers
City Manager

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Wayne Bowers, as City Manager of THE CITY OF GAINESVILLE, who is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public _____

Print Name: _____

My Commission Expires: _____

LESSEE:

Greyhound Lines, Inc., a Delaware corporation

J.W. Haugslund, Executive V.P./COO

Print Name: _____

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Print Name: _____

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by J.W. Haugslund, as Vice President/COO of Greyhound Lines, Inc., a Delaware corporation, who is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public _____
Print Name: _____
My Commission Expires: _____

Approved as to form and legality:

Patricia Carter
Assistant City Attorney