



REPORT TO THE PLANNING COMMISSION

AGENDA ITEM NO. VIII-A
COMMISSION MEETING 08.19.15

August 19, 2015

APPROVED BY

DEPARTMENT DIRECTOR

FROM: MIKE SANCHEZ, Assistant Director 
Development & Resource Management Department

THROUGH: BONIQUE EMERSON, AICP, Planning Manager 
Development Services Division

BY: RALPH KACHADOURIAN, Supervising Planner 
Development Services Division

SUBJECT: CONSIDERATION OF CONDITIONAL USE PERMIT APPLICATION NO. C-15-070 FOR CITY-OWNED PROPERTY LOCATED AT THE SOUTHEAST CORNER OF TULARE AVENUE AND SANTA FE AVENUE

RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

- 1. APPROVE Conditional Use Permit Application No. C-15-070, for the relocation and operation of the Greyhound Bus Terminal at the Santa Fe Train Depot.

EXECUTIVE SUMMARY

In accordance with a lease agreement, that was unanimously approved by the Fresno City Council on June 4, 2015, Greyhound Lines, Inc. is requesting authorization to relocate the existing Greyhound Passenger Terminal operations located at 1033 H Street to the historic Santa Fe Train Depot located at 2660 Tulare Street and Santa Fe Ave. Greyhound desires to relocate to the station depot due to acquisition of their 'H' Street facility by the High Speed Rail Authority. The City of Fresno owns the Santa Fe Depot which currently provides daily Amtrak/San Joaquin passenger train service.

More importantly, the move by Greyhound to the Santa Fe Train Depot will benefit the travelling public in that a variety of ground transportation services will be available at one location. Existing services already include Amtrak, Fresno Area Express, Yosemite Area Regional Transportation Services as well as local taxi service. The relocation of Greyhound will complement these other transportation services and will provide the public with new opportunities in which intra and intercity transportation options are bundled to provide greater mobility options and opportunities.

Although Conditional Use Permits are typically approved at the Director level unless appealed to Planning Commission, Section 12-406-C of the Fresno Municipal Code allows the Director, with good cause, to refer a special permit directly to the Planning Commission for consideration

at a public hearing. Given that the applicant has a limited amount of time to move from their current location and because some concerns were raised by a nearby property owner, the Director determined that referring this special permit to Planning Commission was the most appropriate course of action.

The property is zoned C-M/CCO (*Commercial & Light Manufacturing/Civic Center Area Modifying*), and per Director Classification No. DC-15-004 and its conditions of approval, the bus terminal is a permitted use in the C-M zone district subject to a conditional use permit.

PROJECT INFORMATION

PROJECT	<u>Conditional Use Permit Application No. C-15-070</u> : Proposes the location and operation of a bus terminal at the historic Santa Fe Train Depot.
APPLICANT	Christopher Johnson, AIA, on behalf of Bill Sliger with Greyhound Lines, Inc.
LOCATION	2660 Tulare Street; Historic Santa Fe Train Depot located at Tulare Street and Santa Fe Avenue; APN: 468-167-05T (Council District 3, Councilmember Baines)
SITE SIZE	0.66-acre (portion)
PLANNED LAND USE	Central Business District
ZONING	C-M/CCO (<i>Commercial & Light Manufacturing/Civic Center Area Modifying</i>)
ENVIRONMENTAL FINDING	The project is categorically exempt under CEQA and a Notice of Exemption was prepared and filed with the Fresno County Clerk's office on June 5, 2015.
PLAN COMMITTEE RECOMMENDATION	The project was not reviewed by the District 3 Plan Implementation Committee due to a lack of a quorum at their August 3, 2015 meeting.
STAFF RECOMMENDATION	Staff recommends that the Planning Commission approve the Conditional Use Permit Application with the recommended conditions of approval.

BORDERING PROPERTY INFORMATION

	Planned Land Use	Existing Zoning	Existing Land Use
North	Civic Center & Neighborhoods (Downtown Planning Area)	<i>CC, Civic Center C-P/CCO, Administrative & Professional Office/Civic Center Area Modifying C-6, Heavy Commercial/Civic Center Area Modifying</i>	City Hall Hospital Parking Lot Railroad Tracks Tulare Street
South	Central Business District (Downtown Planning Area)	<i>C-M, Commercial & Light Manufacturing/Civic Center Area Modifying</i>	Santa Fe Rail Station Commercial
East	Central Business District & Civic Center (Downtown Planning Area)	<i>C-M, Commercial & Light Manufacturing/Civic Center Area Modifying CC, Civic Center</i>	Railroad Tracks City-Owned Parking Lot
West	Central Business District & Civic Center (Downtown Planning Area)	<i>C-M, Commercial & Light Manufacturing/Civic Center Area Modifying</i>	Santa Fe Avenue Commercial State Offices

ENVIRONMENTAL FINDING

Environmental Assessment No. C-15-070 for the conditional use permit application analyzed the proposed Greyhound Bus terminal tenant improvement to occupy approximately 1,750 square feet of a vacant space at the northernmost portion of the existing Santa Fe Train Depot and to utilize three (3) on-site bus slips accessing from Santa Fe Ave. The above-described project was determined to be Categorical Exempt by the City Council on June 4, 2015, pursuant to Article 19 of the State CEQA Guidelines under Section 15301/Class 1, and a Notice of Exemption was prepared and filed.

Section 15301/Class 1 exempts the permitting, leasing, licensing, maintenance or minor alteration of existing facilities involving negligible or no expansion of the use beyond that existing at the time of the lead agency’s determination. The proposed use is to lease an existing vacant building space and will involve negligible expansion of the existing use. Furthermore, none of the exceptions to the Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to the project.

The Notice of Exemption was filed with Fresno County Clerk on June 5, 2015 with no comments or appeals received within the 30 day comment period.

BACKGROUND / ANALYSIS

Per Section 12-408 of the Fresno Municipal Code (FMC), a bus terminal is a use permitted in the C-M District subject to a conditional use permit as was determined under Director Classification No. DC-15-004 dated June 15, 2015. The proposed Greyhound Bus Terminal within the Santa Fe Train Depot complex complies with all property development standards of the C-M zone district. The subject site is bounded by Tulare Street to the north, the BNSF railroad tracks to the east, the Amtrak Station and parking lot to the south and Santa Fe Avenue and existing commercial businesses to the west.

Land Use Plans and Policies

The proposed project is consistent with the Fresno General Plan, Central Area Community Plan and per Fresno Municipal Code (FMC) Section 12-408 as a permitted use in the C-M (Commercial & Light Manufacturing) zone district subject to a conditional use permit as determined under Director Classification No. DC-15-004, dated June 15, 2015.

As a High Speed Rail (HSR) impacted business, the HSR Authority acquired the Greyhound Bus Terminal on 'H' Street for the new Downtown HSR Station and has allowed Greyhound to continue its operations until October 31, 2015. Greyhound's lease agreement with the City was unanimously approved by the City Council on June 4, 2015. This agreement will allow Greyhound to relocate their existing bus terminal to the Santa Fe Train Depot for a limited term until such time they can relocate to a new site that will be near the new Downtown HSR Station.

The proposed project will not conflict with any applicable land use plan, policy, or regulation. The proposed use is under a limited-term lease agreement with the City; is conditionally allowed in the existing zone district and has been required to comply with the lease agreement terms, the conditions of approval for the conditional use permit and all codes and regulations.

Neighborhood Concerns

Staff received no written neighborhood concerns or responses to the notice of public hearing that was sent out for this conditional use permit. Staff has been in general discussion with representatives of the Shepherd's Inn regarding their concerns with the relocation of the Greyhound bus terminal and the potential adverse impacts that may occur to their business and other properties as a result of the proposed relocation. Such concerns discussed were related to on-site security, maintenance and street parking on Santa Fe Avenue.

Potential security issues were discussed with the Police Department and a security plan will be prepared by Greyhound for review and approval demonstrating and committing to having adequate on-site security, such as cameras, lighting, and security personnel. These measures will also include the coordination with Amtrak's security operations. Parking was also addressed in the lease agreement. Greyhound will utilize fifteen (15) parking spaces on the city-owned parking lot east of the rail tracks. Passenger drop-off will occur primarily in the existing roundabout as well as other areas currently used for Amtrak passengers.

Greyhound has been working well with staff on addressing and mitigating any/all issues that were discussed and raised during staff's review of project, which have been included in the conditions of approval.

District Committee

On August 3, 2015, the project was scheduled to be reviewed by the District 3 Central Area Plan Implementation Committee however, the project was not considered due to lack of a quorum.

Conditional Use Permit Findings

Based upon analysis of the conditional use permit application and subject to the applicant's compliance with all of the conditions of approval noted, staff concludes that the following required findings of Section 12-405-A-2 of the FMC can be made.

FINDINGS PER FRESNO MUNICIPAL CODE SECTION 12-405-A-2.	
<i>a. All applicable provisions of this Code are complied with and the site of the proposed use is adequate in size and shape to accommodate said use, and accommodate all yards, spaces, walls and fences, parking, loading, recycling areas, landscaping, and other required features; and,</i>	
<i>Findin g a:</i>	The area of the proposed bus terminal is 0.66 acres in size. The subject property is a part of the historic Santa Fe Train Depot that currently provides daily Amtrak passenger train and Thruway bus service. The site also accommodates both Fresno Area Xpress (FAX) and Yosemite Area Regional Transportation Service (YARTS). Multi-department/agency review of the proposed project (Conditional Use Permit Application No. C-15-070) has demonstrated that the bus terminal will meet all applicable requirements of the Fresno Municipal Code. Based on review of the existing site and proposed operations, it has been determined that the site is adequate in size and shape to accommodate said use.
<i>b. The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use; and,</i>	
<i>Findin g b:</i>	Staff from the Public Works Department, Transportation Planning section has determined that the proposed bus terminal can be accommodated by the existing streets and highways in the area. The improvements were designed to facilitate the traffic generated by the Station Depot services and to accommodate city services and meet the needs of the proposed project.

<p><i>c. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located. The third finding shall not apply to uses which are subject to the provision of Section 12-306-N-30 of this Code.</i></p>	
<p><i>Findin g c:</i></p>	<p>The staff of the Development and Resource Management Department has determined that the proposed project will not be detrimental to the public welfare or be injurious to property or improvements in the area in which the property is located if the bus terminal operates in accordance with the lease agreement with the City and the various conditions/requirements established through the conditional use permit application review process. The applicant will provide 24-hour on-site security, work closely with the Police Department to monitor any potential issues, will utilize fifteen (15) existing parking spaces within the city-owned lot for parking, and will have access to an existing drop-off area to minimize the impact of passenger loading and unloading on surrounding properties. The site's cleanliness and overall condition will also continue to be maintained by the City, thus further preventing any negative impacts to the surrounding community. Together, these measures will mitigate any potential detrimental impacts on the surrounding neighborhood.</p>

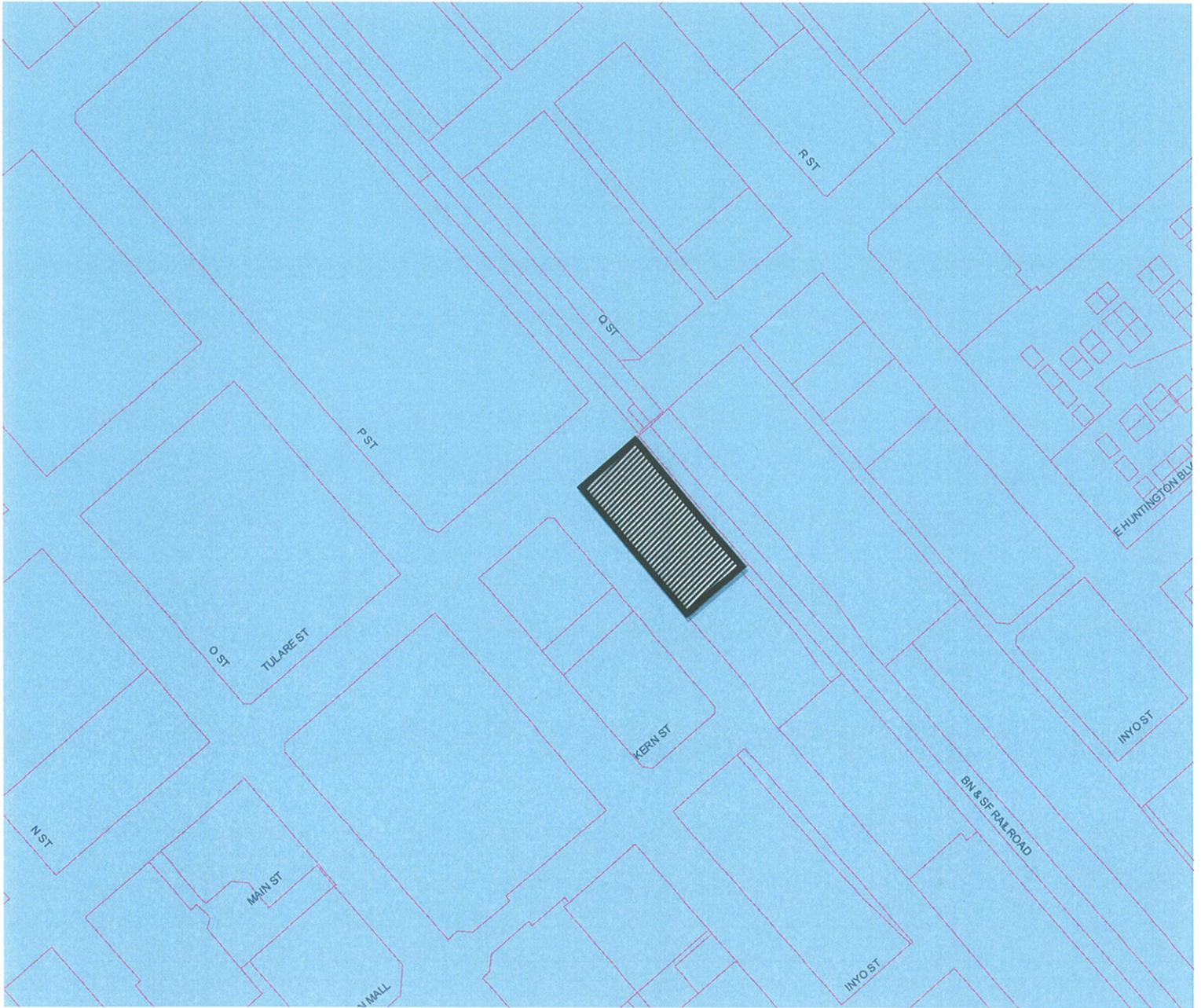
The appropriateness of the proposed project has been examined with respect to its consistency with goals and policies of the Fresno General Plan and the Central Area Community Plan; its compatibility with the surrounding existing or proposed uses; and its avoidance or mitigation of potentially adverse environmental impacts. These factors have been evaluated as described above and by the accompanying environmental assessment. Upon consideration of this evaluation, it can be concluded that the conditional use permit is appropriate for the subject use.

CONCLUSION

Action by the Planning Commission regarding the conditional use permit application and associated environmental assessment is final unless appealed to Council in accordance with Section 12-406-J of the Fresno Municipal Code.

- Attachments:
- Vicinity Map
 - Aerial Photograph
 - Public Hearing Notice Mailing List Vicinity Map
 - Conditions of Approval for Conditional Use Permit Application No. C-15-070
 - Greyhound Lease Agreement
 - Letter of Support from Amtrak, dated August 12, 2015

Vicinity Map



Subject Property
Santa Fe Train Depot

VICINITY MAP

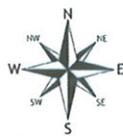
C-15-070

DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT

PROPERTY ADDRESS

2660 Tulare Street

APNs: 468-167-05T
Zone District: C-M/CCO



Not To Scale

Aerial Photograph

Santa Fe Train Depot Site



© 2015 HERE

bing

50 m
100 ft

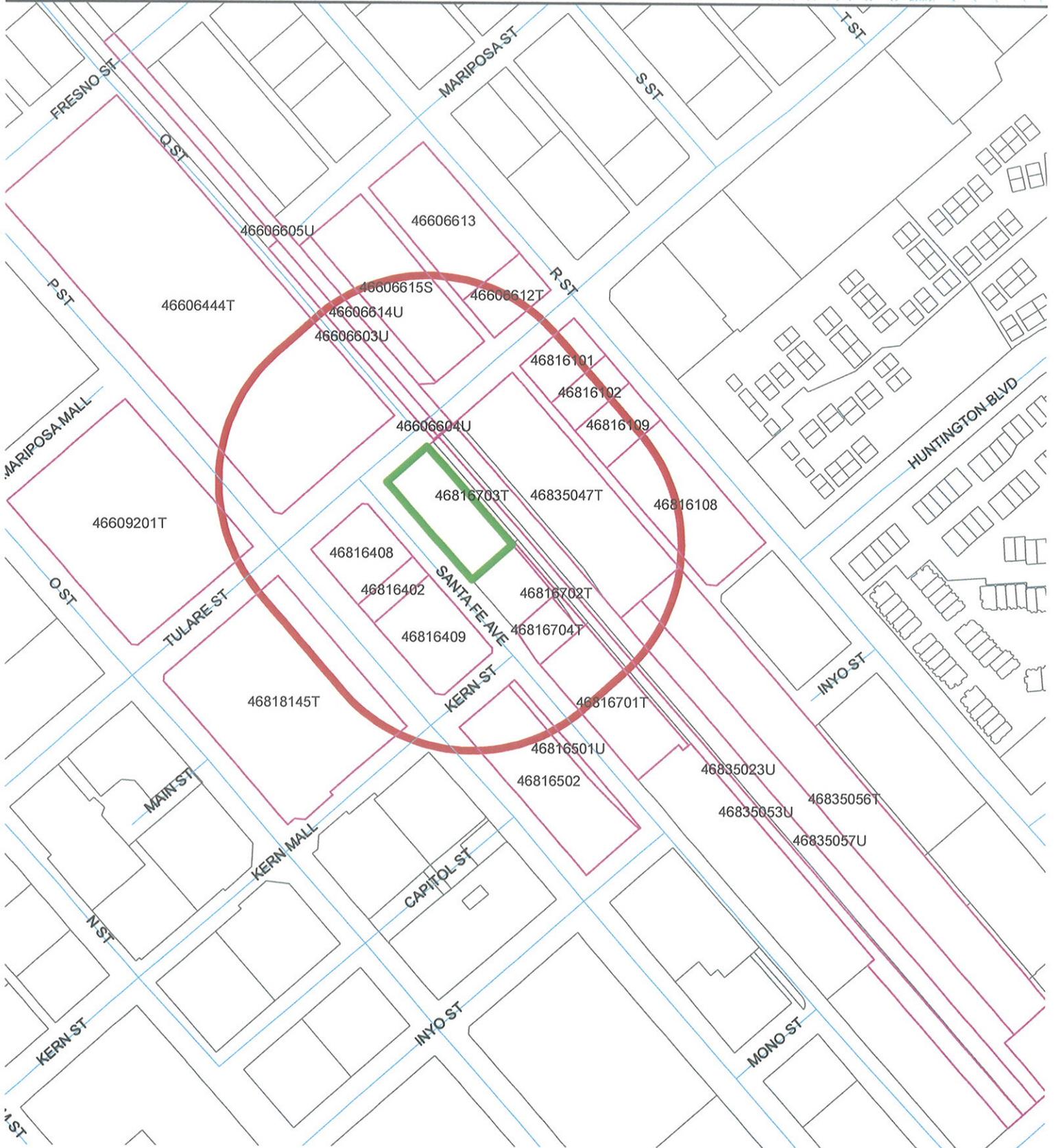
Public Hearing Notice Mailing List
Vicinity Map

199461 AddrList

Offered at: 350 Feet, Legal Notices, Owners
6816705



Address List Map, c:\gisdm5\automap\addrlist.mxd, Fri Aug 07 12:11:47 2015



Conditions of Approval for Conditional Use Permit
Application No. C-15-070

CITY OF FRESNO
DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT

CONDITIONS OF APPROVAL
 AUGUST 19, 2015

CONDITIONAL USE PERMIT APPLICATION NO. C-15-070
 (HSR IMPACTED BUSINESS)

2660 Tulare Street – Santa Fe Train Depot
(APN: 468-167-05T)

The Planning Commission will consider approval of Conditional Use Permit Application No. C-15-070 at a noticed public hearing on August 19, 2015 at 6:00 p.m. Staff recommends that the special permit application be approved subject to the conditions listed in this document.

Project Description: Authorization to relocate the existing Greyhound Passenger Terminal operations located at 1033 H Street to the historic Santa Fe Train Depot located at 2660 Tulare Street and Santa Fe Ave. Greyhound desires to relocate to the station depot due to acquisition of their ‘H’ Street facility by the High Speed Rail Authority. The site is zoned C-M/CCO (*Commercial & Light Manufacturing/Civic Center Area Modifying*), and per Director Classification No. DC-15-004, the bus terminal is a permitted use in the C-M zone district subject to a conditional use permit.

CONDITIONS OF APPROVAL

PART A – ITEMS TO BE COMPLETED

The following items are required prior to issuance of building permits, occupancy, or commencement of land use activity as noted below:

Planner to initial when completed		
<input type="checkbox"/>	1.	Development shall take place in accordance with the Site Plan, Exhibit A (Sheet A-1.0) and Remodel Floor Plan, Exhibit F, (Sheet A-2.2) submitted on June 5, 2015.
<input type="checkbox"/>	2.	Building Permits. The applicant shall obtain any necessary building permits from the Building and Safety Division. Provide proof of compliance prior to operation.
<input type="checkbox"/>	3.	Submit a security plan for review and approval by the Police Department demonstrating and committing to the provision of adequate on-site security, including but not limited to security cameras, lighting, and

		security personnel. Coordinate all on-site security matters, such as personnel and cameras, with Amtrak operations. Provide documentation of the Police Department approval of the security plan and related coordination prior to start of terminal operations.
<input type="checkbox"/>	4.	Provide one (1) parking stall per bus bay and one (1) parking stall per 250 square feet of building/waiting area either on-site or on a parcel within 400 feet of the bus terminal. Submit revised site plan showing the location of the one-site parking spaces or submit off-site parking agreement prior to permit issuance.
<input type="checkbox"/>	5.	Revised site plan needs to incorporate additional bench seating on the east side (rail track side) of the bus terminal. Bench seating shall match with those existing on the station facility. Submit revised site plan showing the placement and location of this additional bench seating prior to occupancy.
<input type="checkbox"/>	6.	Additional trash receptacle to be placed on the east side of the bus terminal near the bench seating area. Said receptacle shall match with those existing on the station facility. Submit revised site plan showing the placement and location of the additional trash receptacle prior to occupancy.
<input type="checkbox"/>	7.	Additional bus terminal way-signs/directional signage will be installed in coordination with Amtrak signage. Provide documentation of this signage coordination prior to start of terminal operations. All on-site directional signage shall be approved prior to installation. Freestanding and wall signs require separate review.
<input type="checkbox"/>	8.	All outside electrical power outlets and water faucets/valves of the bus terminal building and other areas to be utilized by its operations shall be secured in a manner that will prevent their use by unauthorized persons.
<input type="checkbox"/>	9.	Lighting. The bus terminal shall be illuminated to ensure comfortable and safe operations. Lighting where provided to illuminate passenger/cargo loading and unloading, outdoor automated ticketing facilities and passenger waiting areas, shall be hooded and so arranged and controlled so as not to cause a nuisance either to vehicular traffic, trains, and the surrounding businesses. The amount of light shall be provided according to the standards of the Department of Public Works. Depict all proposed lights on the revised site plan.

PART B – OTHER REQUIREMENTS

1. Planning/Zoning/Environmental Compliance Requirements

- a) Property development standards and zoning requirements are contained in the attached “Property Development Standards Checklist” prepared for Conditional Use Permit Application No. C-15-070 and dated August 19, 2015. Any future revisions to the proposed project shall comply with these conditions.
- b) Development shall take place in accordance with the attached “General Notes and Requirements for Entitlement Applications” as applicable.
- c) Development shall take place in accordance with C-M (Commercial & Light Manufacturing) zone district and all other applicable sections of the Fresno Municipal Code.
- d) Development shall take place in accordance with the policies of the Fresno General Plan, Central Area Community Plan, and with the Downtown Planning Area/Central Business District planned land use designation.
- e) Development shall comply with the Greyhound Operational Statement for the Santa Fe Station submitted for the proposed project on June 5, 2015 and the email correspondence from the applicant, dated August 4, 2015.
- f) On a daily basis, the bus terminal and its surrounding area shall be maintained free of litter and any other undesirable materials, and be cleaned of loose debris no less than three times per day.
- g) Bus maintenance and/or fueling operations are prohibited at the site.
- h) Terminal operations shall not exceed 2,500 square feet of floor space.
- i) All terminal related operations, except passenger/cargo loading and unloading, shall be conducted inside the bus terminal building. Automated ticketing facilities and passenger waiting areas may be permitted outdoors.
- j) All coin/bill operated product vending machines shall be placed within the bus terminal building.
- k) The bus terminal may conduct its passenger service operations 24 hours per day, 7-days per week. Greyhound security personnel shift hours are from 3:30pm – 7:00

- am. The Police Department shall be notified of modifications to these hours.
- l) The bus terminal will be administered by on-site personnel during all hours of operation.
 - m) Sign requirements shall be those provided for the zoning district in which the bus terminal facility is located. In addition, the facility will be clearly marked with the name and phone number of the terminal operator.
 - n) No dust, fumes, smoke, vibration or odor above ambient level may be detectable on neighboring properties.
 - o) Posting Property. The applicant shall post the property with the appropriate Fresno Municipal signs advising that consumption of alcoholic beverages, gambling, trespassing or loitering will be in violation of municipal ordinances. The applicant must send a letter to the Fresno Police Department, signed and dated by the applicant, every 180 days that authorizes FPD peace officers to enter the applicant's real property and/or establishment to enforce aforementioned activities at the business. The owners and employees are responsible for abating these activities when they occur during business hours.
 - p) Any changes to approved site plan will be subject to review and approval by the Development and Resource Management Department.

City and Other Services

- a) Development shall comply with all provisions of the memo/letters from the following departments/agencies: Fire Department dated July 24, 2015; County of Fresno – Department of Public Health dated July 29, 2015; the San Joaquin Valley Air Pollution Control District dated May 12, 2015, and the Department of Public Utilities dated August 7, 2015.

2. Miscellaneous Requirements

- a) Approval of this special permit shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or designer to disclose and delineate all facts and information relating to the subject property and the proposed development including, but not limited to, the following:
 - i) All existing and proposed improvements including but not limited to buildings and structures, signs and their uses, trees, walls, driveways, outdoor storage, and

open land use areas on the subject property and all of the preceding which are located on adjoining property and may encroach on the subject property;

- ii) All public and private easements, rights-of-way and any actual or potential prescriptive easements or uses of the subject property; and,
- b) Approval of this special permit may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this special permit, the Zoning Ordinance, and all Public Works Standards and Specifications. The Development and Resource Management Department shall not assume responsibility for any deletions or omissions resulting from the special permit review process or for additions or alterations to construction plans not specifically submitted and reviewed and approved pursuant to this special permit or subsequent amendments or revisions.

Please be advised that this project may be subject to a variety of discretionary conditions of approval. These conditions based on adopted City plans and policies, those determined through site plan review and environmental assessment essential to mitigate adverse effects on the health, safety and welfare of the community, and recommend conditions for development that would on the whole enhance the project and its relationship to the neighborhood and environment.

APPEALS

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings pursuant to Section 12-405 can be made. Discretionary conditions of approval will ultimately be deemed mandatory unless appealed. In the event you wish to appeal any of these conditions, you must state your appeal (in writing or in testimony) at or prior to the Planning Commission hearing for this project scheduled on August 19, 2013 at 6:00 p.m. or thereafter.

EXPIRATION DATES

The exercise of rights granted by this special permit must be commenced within four years from the date of approval (presumably on August 19, 2019). There is no extension. All improvements must be installed prior to the operation of the proposed use, unless otherwise stated in the conditions of approval.

Enclosures: Exhibit 1: Exhibits A and F, dated June 5, 2015
Exhibit 2: Comments from Partner Agencies & Departments

Conditions of Approval
Conditional Use Permit Application No. C-15-070
August 19, 2015
Page 6

- Exhibit 3: Final Property Development Standards for Conditional Use Permit Application No. C-15-070 dated August 19, 2015
- Exhibit 4: General Notes and Requirements for Entitlement Applications
- Exhibit 5: Director Classification Memo for C-15-070 dated June 15, 2015
- Exhibit 6: Applicant's Operational Statement with Bullet Point Items E-Mail dated August 4, 2015

Exhibit 1:
Exhibit A (Sheet A-1.0) and Exhibit F (Sheet A-2.2)
dated June 5, 2015



**Passenger Terminal
Fresno, California**

2650 TULARE STREET
FRESNO, CALIFORNIA 93721
USA

JOB NUMBER 2015-101

DATE 15 MAY 2015

▲ 15 JUNE 2015 BACK CHECK

REVISIONS

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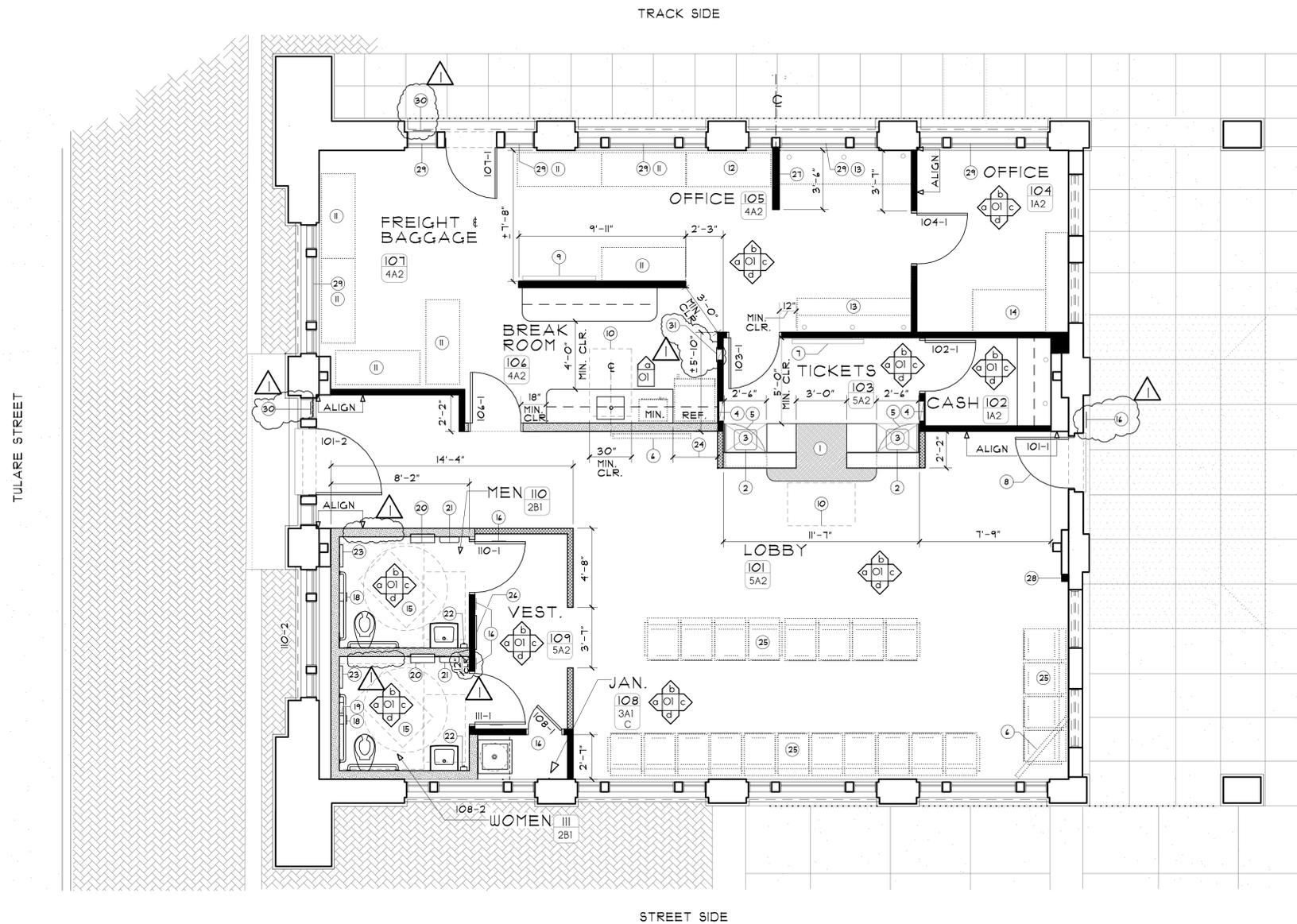
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SHEET TITLE

REMODEL FLOOR PLAN

SHEET NUMBER A-2.2

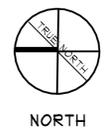


TULARE STREET

TRACK SIDE

STREET SIDE

REMODEL PLAN



WALL LEGEND

- EXISTING EXTERIOR WALL
- NEW WALL 2 X 4 FRAMING
- NEW WALL 2 X 4 FRAMING
- NEW 48" HIGH WALL 2 X 4 FRAMING
- FOR WALL CONSTRUCTION SEE

SYMBOL LEGEND

- ROOM NUMBER FINISH CODE SEE SHEET A-1.1
- INTERIOR ELEVATION SYMBOL SEE SHEETS A-4.1 & A-4.2
- FURNISHED & INSTALLED BY OWNER (F.I.O.)
- CLEAR ACCESSIBLE AREAS SEE
- CLEARSTORY WINDOWS

PLAN NOTES

- A. SEE PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS
- B. SEE APPROPRIATE GENERAL NOTES, SHEETS A-0.2 AND A-0.3.
- C. DETAILS, MATERIALS AND FINISH SHALL BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
- D. ALL WORK SPECIFIED, SCHEDULED, SHOWN OR OTHERWISE INDICATED IS NEW UNLESS NOTED OTHERWISE.
- E. EQUIPMENT, DEVICES, AND FIXTURES ARE SHOWN TO INDICATE THEIR RELATIVE POSITION TO MATERIALS AND FINISHES. ALL EQUIPMENT, DEVICES AND FIXTURES MAY NOT BE SHOWN.
- F. ALL DIMENSIONS SHALL BE CONSIDERED AT FACE OF NEW OR (E) STUD UNLESS NOTED OTHERWISE.
- G. PROVIDE INFILL AT ALL EXISTING VOIDS, HOLES, ETC. AND THOSE LEFT BY THE REMOVAL OF CABINETS, PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEM COMPONENTS. INFILL AND FINISH FLUSH WITH LIKE MATERIALS AND PREPARE FOR PAINT FINISH.

KEY NOTES

- ACCESSIBLE 34" HIGH COUNTER TOP
- BAGGAGE SCALE
- BAGGAGE WELL
- L.E.D. WEIGHT DISPLAY UNIT BUILT INTO WALL
- DOOR SWING * BAGGAGE WELL
- T.V.
- GREYHOUND LOGO
- ACCESSIBLE ENTRANCE DOOR
- PHONE PANEL & ELECTRICAL PANEL BOARD
- 30"x48" ACCESSIBLE CLEAR FLOOR SPACE AND UNDER SINK ACCESS
- SHELVES
- VRU
- WORK SPACE
- DESK
- FOR TOILET ROOM ACCESSIBILITY DETAILS AND CLEAR SPACES SEE
- PROVIDE DIRECTION ACCESS SIGN TO ACCESSIBLE ENTRANCE
- ACCESSIBLE SIGNAGE SEE SHEET A8.2
- NOT USED
- TISSUE DISPENSER
- NAPKIN DISPOSAL
- WASTE RECEPTACLE
- HAND DRYER
- SOAP DISPENSER
- SEAT COVER DISPENSER
- COORDINATE SIZE REQUIREMENT WITH OWNER
- SEATING
- FULL HEIGHT BUILT IN SAFETY GLASS MIRROR
- CENTER NEW WALL ON MULLION
- VERTICAL CHASE FOR ELECTRICAL CONDUIT. SEE ELECTRICAL
- PROVIDE TRANSLUCENT FILM ON ALL GLASS AT THIS OPENING.

▲ 30 PROVIDE DIRECTION ACCESS SIGN TO ACCESSIBLE ENTRANCE

▲ 31 2A:JOB.C FIRE EXTINGUISHER AND CABINET



PASSENGER TERMINAL
FRESNO, CALIFORNIA

2650 TULARE STREET
FRESNO, CALIFORNIA 93721
USA

JOB NUMBER 2015-101

DATE 15 MAY 2015

© 2015 JOHNSON ARCHITECTURE.

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REVISIONS

15 JUNE 2015 BACKCHECK

DRAWN MP

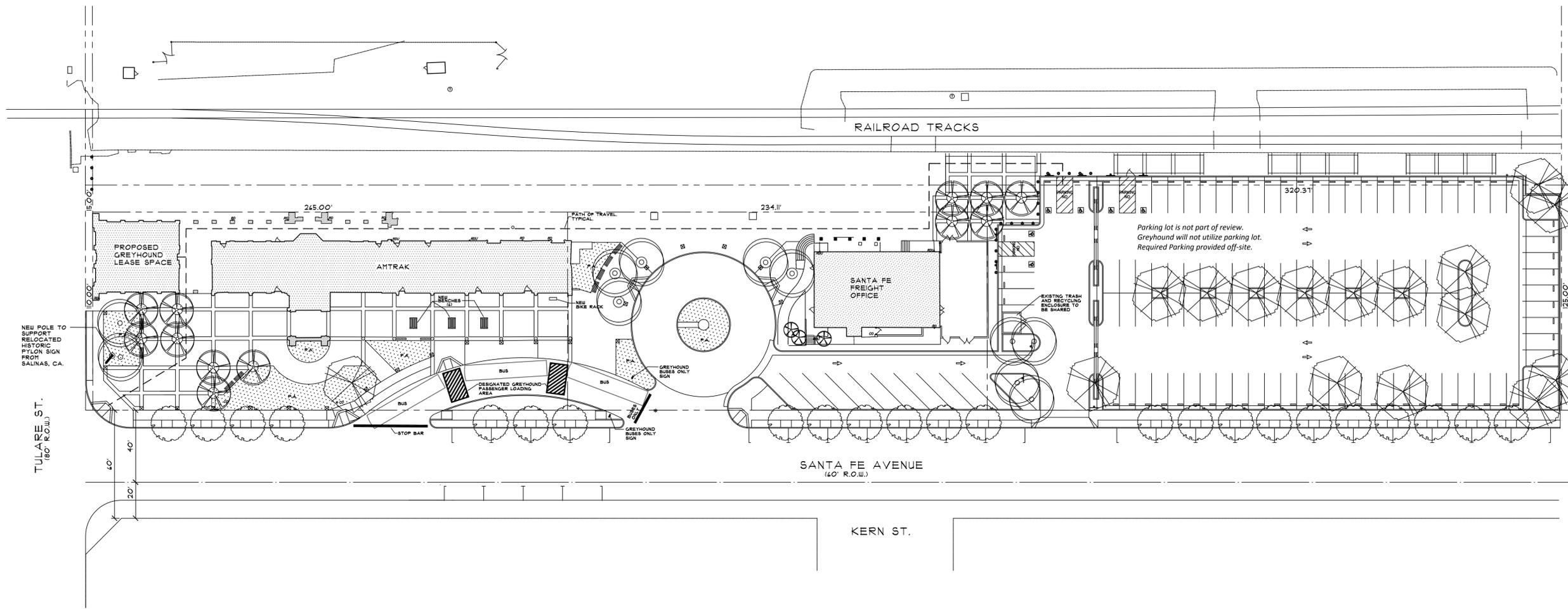
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SHEET TITLE

SITE PLAN

SHEET NUMBER A-1.0



SITE PLAN

NOTE: IF NOT SHOWN AS 'NEW' OR 'PROPOSED' ITEMS ON SITE PLAN ARE EXISTING. TYPICAL.

SITE INFORMATION :

OWNER: CITY OF FRESNO,
2400 FRESNO ST.
FRESNO, 93721

TENANT: GREYHOUND LINES INC.
350 N. ST. PAUL ST. 11TH FLOOR
DALLAS, TEXAS 75201

ADDRESS: 2650 TULARE ST.
FRESNO, CA. 93721

APN# 448-147-057

GENERAL PLAN LAND USE: CENTRAL BUSINESS DISTRICT

ZONING: C-M
COMMERCIAL AND LIGHT MANUFACTURING

CENTRAL AREA COMMUNITY PLAN
MARIPOSA REDEVELOPMENT PLAN
LEASE SPACE: 1953 SQ.FT.
HISTORICAL PROPERTY #: HP#010

PARKING: EMPLOYEE PARKING WILL BE LEASED FROM
NEAR BY PROVIDER.
CUSTOMER PARKING WILL BE USING EXISTING
SURROUNDING PUBLIC PARKING AND DROP
OFF AREAS.

VICINITY MAP
SITE



City of Fresno Notes and Requirements for Entitlement Applications

FENCES/WALLS, LANDSCAPING, PARKING

1. Landscaping must be in place before issuance of the certificate of occupancy. A Hold on Occupancy shall be placed on the proposed development until such time that landscaping has been approved and verified for proper installation by the Development Services Division. (Include this note on the site and landscape plans.)
2. All accessible stalls shall be marked with the international symbol of spaces and a warning that vehicles in violation of Section 10-1017 of the Municipal Code shall be towed away. The international symbol and tow-away warning shall be posted conspicuously on seven-foot poles. (Include this note on the site plan.)
3. All accessible parking stalls shall be placed adjacent to facility access ramps or in strategic areas where the handicapped shall not have to wheel or walk behind parked vehicles while traveling to or from accessible parking stalls and ramps. (Include this note on the site plan.)

SIGNAGE

1. Signs, other than directional signs, if applicable, are not approved for installation as part of this special permit. (Include this note on the site plan.)

MISCELLANEOUS

1. If archaeological and/or animal fossil material is encountered during project surveying, grading, excavating, or construction, work shall stop immediately. (Include this note on the site plan.)
1. If there are suspected human remains, the Fresno County Coroner shall be immediately contacted. If the remains or other archaeological material is possibly Native American in origin, the Native American Heritage Commission (Phone: (916) 653-4082) shall be immediately contacted, and the California Archaeological Inventory/Southern San Joaquin Valley Information Center (Phone: (805) 644-2289) shall be contacted to obtain a referral list of recognized archaeologists. An archaeological assessment shall be conducted for the project, the site shall be formally recorded, and recommendations made to the City as to any further site investigation or site avoidance/preservation. (Include this note on the site plan.)

Exhibit 2:
Comments from Partner Agencies & Departments



FIRE DEPARTMENT

DATE: JULY 24, 2015

TO: NATHAN BOUVET, Planner III
Development and Resource Management Department

FROM: LAURIE SAWHILL, Senior Fire Prevention Inspector
Fire Department, Community Risk Reduction Unit

A handwritten signature in blue ink, appearing to be "LS" or similar initials, located to the right of the "FROM:" line.

SUBJECT: C-15-070, 2650 TULARE

The description of this application is as follows: Conditional Use Permit Application No. C-15-070 was filed by architect Chris Johnson, on behalf of Greyhound Lines, Inc. —a High Speed Rail —impacted business—and pertains to ±2.0 acres of property (Historic Place #10 Santa Fe Depot) on Tulare Street at Santa Fe Avenue in downtown Fresno, 2650 Tulare Street & APN: 468-167-04T, 05T. The subject application proposes to relocate the Greyhound Passenger Terminal facilities and operation to tenant space (±1,750 square feet) at the Santa Fe train station. The project will include tenant improvements, additional bench seating, and the dedication of existing bus parking to three Greyhound Bus slips. The property is zoned C-M/CCO (Commercial and Light Manufacturing/Civic Center Area Modifying).

This application is located at 2650 Tulare Street The APN number for this location is: 468-167-04T, 05T

The Fire Department's conditions of approval include the following:

Approved as submitted.

This project was reviewed by the fire department only for requirements related to water supply, fire hydrants, and fire apparatus access to the building(s) on site. Review for compliance with fire and life safety requirements for the building interior and its intended use are reviewed by both the Fire Department and the Building and Safety Section of DARM when a submittal for building plan review is made as required by the California Building Code by the architect or engineer of record for the building.



County of Fresno

DEPARTMENT OF PUBLIC HEALTH
DAVID POMAVILLE, DIRECTOR

July 29, 2015

Nathan Bouvet
Development & Resource Management
2600 Fresno Street, Third Floor
Fresno, CA 93721-3604

FA0269395
LU0018131
2602

Dear Mr. Bouvet:

PROJECT NUMBER: C-15-070

Conditional Use Permit Application No. C-15-070 was filed by architect Chris Johnson, on behalf of Greyhound Lines, Inc.-a High Speed Rail-impacted business-- and pertains to \pm 2.0 acres of property (Historic Place #10 Santa Fe Depot) on Tulare Street at Santa Fe Avenue in downtown Fresno. The subject application proposes to relocate the Greyhound Passenger Terminal facilities and operations to tenant space (\pm 1,750 square feet) at the Santa Fe train station. The project will include tenant improvements, additional bench seating, and the dedication of existing bus parking to three Greyhound Bus slips. The property is zoned C-M/CCO (*Commercial and Light Manufacturing/Civic Center Area Modifying*).

APN: 468-167-04T, 05T

ZONING: C-M/CCO

ADDRESS: 2650 Tulare Street

Recommended Conditions of Approval:

- Should the structure have an active rodent or insect infestation, the infestation should be abated prior to remodeling of the structure in order to prevent the spread of vectors to adjacent properties.
- In the process of remodeling the existing structure, the contractor may encounter asbestos containing construction materials and materials coated with lead based paints.
- If asbestos containing materials are encountered, contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000 for more information.
- If the structure was constructed prior to 1979 or if lead-based paint is suspected to have been used in these structures, then prior to remodel work, the contractor should contact the following agencies for current regulations and requirements:
 - California Department of Public Health, Childhood Lead Poisoning Prevention Branch, at (510) 620-5600.
 - United States Environmental Protection Agency, Region 9, at (415) 947-8000.
 - State of California, Industrial Relations Department, Division of Occupational Safety and Health, Consultation Service (CAL-OSHA) at (559) 454-5302.

Promotion, preservation and protection of the community's health

1221 Fulton Mall / P.O. Box 11867 / Fresno, California 93775 / Phone (559) 600-3271 / FAX (559) 455-4646

Email: EnvironmentalHealth@co.fresno.ca.us ❖ www.co.fresno.ca.us ❖ www.fcdph.org

Equal Employment Opportunity ❖ Affirmative Action ❖ Disabled Employer

Nathan Bouvet
July 29, 2015
C-15-070
Page 2 of 2

- Any construction materials deemed hazardous as identified in the remodel process must be characterized and disposed of in accordance with current federal, state, and local requirements.

REVIEWED BY:

Kevin
Tsuda

Digitally signed by Kevin Tsuda
DN: cn=Kevin Tsuda, o=Fresno
County Department of Public Health,
ou=Environmental Health Division,
email=ktsuda@co.fresno.ca.us, c=US
Date: 2015.07.29 14:31:01 -0700

Kevin Tsuda, R.E.H.S.
Environmental Health Specialist II

(559) 600-3271

cc: Glenn Allen- Environmental Health Division (CT 05.00)
Chris Johnson- Architect (cjohnson@johnsonarch.com)
Bill Sliger- Applicant (bill.sliger@greyhound.com)
Wilma Quan- Owner (ilma.quan-schechter@fresno.gov)



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

MAY 12 2015



HEALTHY AIR LIVING™

Christopher Johnson
Johnson Architecture
942 East Olive Avenue
Fresno, CA. 93728

Subject: Applicability of Indirect Source Review (ISR) Rule 9510
Project Name: Greyhound Terminal at Santa Fe Depot
ISR Project No.: C20150119

Dear Mr. Johnson:

The San Joaquin Valley Air Pollution Control District (District) is in receipt of your correspondence dated May 8, 2015 requesting determination of the applicability of District Rule 9510 to the above referenced project. The project consists of creating a Greyhound Terminal by remodeling approximately 2,000 square feet inside the northern end of the existing Santa Fe Depot in downtown Fresno, California at 2650 Tulare Street.

The District has reviewed the information provided and determined that there is no construction of a new building, facility, or structure, or reconstruction of a building, facility, or structure for the purpose of increasing capacity or activity. Therefore, the project does not meet the definition of a "Development Project", as defined in District Rule 9510 (Indirect Source Review), section 3.13. As such, the project does not meet the applicability requirements established in section 2.1.

Therefore, District Rule 9510 requirements and related fees do not apply to the project referenced above. Please be aware that changes to the project, i.e., change in land use type, increase in use intensity, or increased construction emissions may exceed an applicability threshold, resulting in the project being subject to District Rule 9510.

Thank you for your cooperation in this matter. Should you have any questions, please contact Michael Corder of Permit Services at (559) 230-5818.

Sincerely,

Arnaud Marjollet
Director of Permit Services



Chay Thao
Program Manager

AM: mc

Seyed Sadredin
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93728-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
24946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585



Department of Public Utilities – Water Division



Providing Life's Essential Services

DATE: July 28, 2015

TO: NATHAN BOUVET, Planner III
Development Department/Current Planning

THROUGH: MICHAEL CARBAJAL, Division Manager
Department of Public Utilities, Water Division

FROM: ROBERT A. DIAZ, Senior Engineering Technician
Department of Public Utilities, Water Division

SUBJECT: WATER REQUIREMENTS FOR CONDITIONAL USE PERMIT C-15-070

General

Conditional Use Permit Application No. C-15-070 was filed by architect Chris Johnson, on behalf of Greyhound Lines, Inc. – a High Speed Rail – impacted business and pertains to ±2.0 acres of property (Historic Place #10 Santa Fe Depot) on Tulare Street at Santa Fe Avenue in downtown Fresno, 2650 Tulare Street & APN: 468-167-04T, 05T. The subject application proposes to relocate the Greyhound Passenger Terminal facilities and operation to tenant space (±1,750 square feet) at the Santa Fe train station. The project will include tenant improvements, additional bench seating, and the dedication of existing bus parking to three Greyhound Bus slips. The property is zoned C-M/CCO (Commercial and Light Manufacturing/Civic Center Area Modifying).

Water Requirements

The nearest water main to serve the proposed project is an 8-inch main located in Santa Fe Avenue. Water facilities are available to provide service to the site subject to the following requirements:

- 1) On-site water facilities shall remain private.



A Nationally Accredited Public Utility Agency



**DEPARTMENT OF PUBLIC UTILITIES
ADMINISTRATION DIVISION
MEMORANDUM**



Providing Life's Essential Services

Date: August 7, 2015

To: NATHAN BOUVET, Planner III
Planning and Development

From: KEVIN GRAY, Supervising Engineering Technician
Department of Public Utilities, Planning and Engineering Division

Subject: SEWER REQUIREMENTS FOR CONDITIONAL USE PERMIT C-15-070

General

Conditional Use Permit Application No. C-15-070 was filed by architect Chris Johnson, on behalf of Greyhound Lines, Inc.--a High Speed Rail-impacted business-- and pertains to ± 2.0 acres of property (Historic Place #10 Santa Fe Depot) on Tulare Street at Santa Fe Avenue in downtown Fresno, 2650 Tulare Street & APN: 468-167-04T, 05T. The subject application proposes to relocate the Greyhound Passenger Terminal facilities and operation to tenant space ($\pm 1,750$ square feet) at the Santa Fe train station. The project will include tenant improvements, additional bench seating, and the dedication of existing bus parking to three Greyhound Bus slips. The property is zoned C-M/CCO (Commercial and Light Manufacturing/Civic Center Area Modifying).

Sewer Requirements

The nearest sanitary sewer main to serve the proposed project is a 10-inch sewer main located in Santa Fe Avenue. Sewer facilities are available to provide service to the site subject to the following requirements:

1. Connection to the existing 21-inch sewer trunk in bisecting parcel 468-164-04T shall not be allowed.
2. On-site sanitary sewer facilities shall be private.
3. The Project Developer shall contact Wastewater Management Division/Environmental Services at (559) 621-5100 prior to pulling building permits regarding conditions of service for special users.

Sewer Fees

The following Sewer Connection Charges are due and shall be paid for the Project:

1. Upon connection of this Project to the City Sewer System the owner shall be subject to payment of Sewer Facility charges per Fresno Municipal Code Section 6-304 and 6-305. Sewer Facility Charges consist of two components, a Wastewater Facilities Charge and Trunk Sewer Charge where applicable.



A Nationally Accredited Public Utility Agency

2. Sewer Facility Charges are collected after occupancy on a monthly basis over time based on metered (water or sewer effluent) usage. The developer may contact the Department of Public Utilities/Wastewater-Environmental Control at (559) 621-5153 to receive an estimated cost of the Sewer Facility Charges applicable to the project (based on a constant sewer discharge and loading (Biochemical Oxygen Demand [BOD] and Total Suspended Solids [TSS] levels anticipated) at the current rates in effect, at that time, per Fresno's Master Fee Resolution. The developer shall provide data regarding estimated sewer discharge rates [flow] and loading [BOD/TSS levels] required for calculating the estimated charges.

Exhibit 3:
Final Property Development Standards for Conditional Use
Permit Application No. C-15-070 dated August 19, 2015

LOT AREA				
	Required	N/A		
	Proposed	N/A		
LOT DIMENSIONS				
	Required	Minimum 75 feet		
	Proposed	N/A		
DWELLING UNIT DENSITY				
	Permitted	N/A		
	Proposed	N/A		
BUILDING HEIGHT				
	Permitted	N/A		
	Proposed	N/A		
YARDS				
	Required Building Setback		Proposed Building Setback	
	Front (Tulare)	No less than 10 feet	Front	N/A
	Interior Side	None	Interior Side	N/A
	Street Side (Santa Fe)	None	Street Side	N/A
	Rear	None	Rear	N/A
	Required Landscaping Setback		Proposed Landscaping Setback	
	Front	N/A	Front	N/A
	Interior Side	N/A	Interior Side	N/A
	Street Side	N/A	Street Side	N/A
	Rear	N/A	Rear	N/A
General Yard Requirements:				
All required yards shall extend the full width or depth of the lot and shall be open from the ground to the sky, except as provided in Subsection 12-105-L-4, Section 12-105-Y (yard) and the exceptions of Subsection 12-216.5-E-5 (C-P District).				
SPACE BETWEEN BUILDINGS				
	Main Buildings	None, existing tenant space to be occupied is connected by a breezeway		
	Accessory Buildings	N/A		
	Garages	N/A		
LOT COVERAGE				

	Permitted	None
	Proposed	N/A
FENCES, HEDGES, WALLS		
	Required	None required
	Proposed	N/A
OFF-STREET PARKING		
	Required	Section 12-306 (l) 2.2q. For transportation facilities, requirements shall be as follows: For airports, railroad passenger stations, bus depots, or other passenger terminal facilities , such parking spaces and location of such spaces as the Planning Commission shall deem to be adequate for employees, the loading and unloading of passengers, spectators, visitors, and others. Per the condition under Director Classification DC-15-004, the bus terminal is to provide one (1) parking stall per bus bay and one (1) parking stall per 250 square feet of building/waiting area either on-site or on a parcel within 400 feet of the bus terminal. This will require the project to provide ten (10) parking spaces.
	Proposed	Per the lease agreement with the City, fifteen (15) off-site parking spaces on the city-owned parking lot east of the rail tracks. Greyhound employees will utilize this parking lot. Passenger drop-off will occur from the Station Depot roundabout from Santa Fe Avenue.
ACCESS		
	Required	The provisions of the "M-1" District, Section 12-226.5-J-1 and 2, shall apply.
	Proposed	N/A
OUTDOOR ADVERTISING		
	Permitted	The provisions of the "C-1" District, Section 12-217.5-K, and of Section 12-306-K shall apply except that the copy of on-site signs for industrial uses may also specify the type of product manufactured, processed or fabricated, or the service rendered and hours of operation
	Proposed	An existing 1950's retro design Greyhound Bus freestanding sign will be placed within the landscape planter along Tulare Ave. Additional way-signs/directional signage will be installed in coordination with Amtrak signage
LOADING SPACES		
	Required	The provisions of Section 12-306-L shall apply.
	Proposed	Three (3) bus slips with access from Santa Fe Ave. Passenger drop-off/pick-up existing on site
TREES (On-Site)		
	Required	N/A
	Proposed	N/A
SUMMARY AND OTHER COMMENTS /REQUIREMENTS		
A. <u>Miscellaneous</u>		
(1) See the attached General Notes and Requirements for Entitlement Applications for additional general notes and requirements.		

- (2) The environmental review for the proposed project has been completed. The project was determined to be exempt from CEQA by the Development and Resource Management Department on June 5, 2015, through Sections 15301/Class 1 and 15332/Class 32 Categorical Exemptions.
- (3) An Indirect Source Review (ISR) will not be required as determined by the San Joaquin Valley Air Pollution Control District comment review letter submitted on May 12, 2015.

B. Local Plans and Policies

- (1) Fresno General Plan/Downtown Planning Area

Attachments: General Notes and Requirements for Entitlement Applications

Exhibit 4:
General Notes and Requirements for Entitlement
Applications

City of Fresno Notes and Requirements for Entitlement Applications

(Note: Not all requirements will be applicable to all projects)

GENERAL

1. Approval of this special permit may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this special permit, the Zoning Ordinance, and all Public Works Standards and Specifications. *This special permit is granted, and the conditions imposed, based upon the Operation Statement provided by the applicant. The Operation Statement is material to the issuance of this special permit. Unless the conditions of approval specifically require operation inconsistent with the Operation Statement, a new or revised special permit is required if the operation of this establishment changes or becomes inconsistent with the Operation Statement.* Failure to operate in accordance with the conditions and requirements imposed may result in revocation of the special permit or any other enforcement remedy available under the law. The Development and Resource Management Department shall not assume responsibility for any deletions or omissions resulting from the special permit review process or for additions or alterations to construction plans not specifically submitted and reviewed and approved pursuant to this special permit or subsequent amendments or revisions.
2. No uses of land, buildings, or structures other than those specifically approved pursuant to this site plan shall be permitted.
3. Development shall take place in accordance with the Standards, Specifications, and Standard Drawings of the City of Fresno Public Works Department; <http://www.fresno.gov/Government/DepartmentDirectory/PublicWorks/DeveloperDoorway/Technical+Library/StandardSpecificationsandDrawings.htm>
4. Development shall take place in accordance with all city, county, state and federal laws and regulations.
5. Owners and persons having ownership interest in businesses operating in the City of Fresno (including leasing out any commercial or industrial property, or renting out four or more dwelling units) are required by the Fresno Municipal Code to obtain a Business Tax Certificate. Contact the City of Fresno Finance Department's Business Tax Division at (559) 621-6880 for more information. Information and an application form is available at the following website: <http://www.fresno.gov/Government/DepartmentDirectory/Finance/BusinessLicenseandTax/businessstaxapplicaiton.htm>
6. All proposed building(s) or structure(s) constructed on the property must comply with the prevailing California Building Code Standards.
7. Any building modifications and/or additions not included with this application are not approved with this special permit and would be subject to a new special permit.

City of Fresno Notes and Requirements For Entitlement Applications

Page 2 of 9

8. For projects initiated in response to code enforcement action, the exercise of rights granted by this special permit must be commenced by six months. Completion of the project, including improvements, shall occur by 12 months.

FENCES/WALLS, LANDSCAPING, PARKING

9. Temporary fences to secure projects under construction are allowed. Any temporary fence shall be adequately secured and constructed to prevent overturning due to wind, vandalism, and/or casual contact by the general public. The construction shall be performed in such a manner as to minimize any potential safety hazard, which may occur as a result of improper fence installation or damage to the fence.
10. Future fences shall be reviewed and approved by the Development and Resource Management Department prior to installation.
11. No structures of any kind (*including signs and/or fences*) may be installed or maintained within the required-landscaped areas. No exposed utility boxes, transformers, meters, piping (excepting the backflow prevention device), etc., are allowed to be located in the landscape areas or setbacks or on the street frontages of the buildings. All transformers, etc., shall be shown on the site plan. The backflow device shall be screened by landscaping or such other means as may be approved.
12. Provide shade calculations on the landscape plan for parking lot shading in accordance with the attached *Development Department, Performance Standards for Parking Lot Shading*, including tree species and tree counts.
13. Disperse trees over the parking lot area to provide 50 percent shading of the parking area surface within 15 years. (This requirement may be reduced to 40 percent for existing development if it is demonstrated that the constraints of an existing site would make it impossible to meet the normal standards.) Trees shall also be planted in the required landscaped area along the periphery of the development in order to shade and enhance adjacent property and public rights-of-way. Refer to the attached "Performance Standards for Parking Lot Shading," for the tree list and further details.
14. Trees shall be maintained in good health. However, trees may not be trimmed or pruned to reduce the natural height or overall crown of the tree, except as necessary for the health of the tree and public safety; or as may otherwise be approved by the Development and Resource Management Department.
15. Landscaping must be in place before issuance of the certificate of occupancy. A Hold on Occupancy shall be placed on the proposed development until such time that landscaping has been approved and verified for proper installation by the Development Services Division. **(Include this note on the site and landscape plans.)**

City of Fresno Notes and Requirements For Entitlement Applications

Page 3 of 9

16. Prior to final inspection, a written certification, signed by a landscape professional approved by the Director, shall be submitted stating that the required landscaping and irrigation system was installed in accordance with the landscaping and irrigation plans approved by the Development Services Division, Development Department.
17. Future tenant improvements shall be reviewed and approved by the Development and Resource Management Department to ensure that adequate off-street parking is provided.
18. The parking lot design must accommodate the provision of trees in accordance with the attached Parking Lot Shading Policy.
19. A minimum number of accessible parking stalls are required for the proposed project per State of California Building Code, "Development Requirements for Handicapped Accessibility."
20. All accessible stalls shall be marked with the international symbol of spaces and a warning that vehicles in violation of Section 10-1017 of the Municipal Code shall be towed away. The international symbol and tow-away warning shall be posted conspicuously on seven-foot poles. **(Include this note on the site plan.)**
21. All accessible parking stalls shall be placed adjacent to facility access ramps or in strategic areas where the handicapped shall not have to wheel or walk behind parked vehicles while traveling to or from accessible parking stalls and ramps. **(Include this note on the site plan.)**
22. Lighting where provided to illuminate parking, sales or display areas shall be hooded and so arranged and controlled so as not to cause a nuisance either to highway traffic or to the living environment. The amount of light shall be provided according to the standards of the Department of Public Works. **Depict all proposed lights on the site plan.**
23. Bicycle parking spaces shall be supplied at a rate of 10% of the automobile spaces provided pursuant to Section 12-306-I-2.1c of the Fresno Municipal Code (FMC). Bicycle parking spaces shall each consist of one slot in a bike rack. They shall be grouped in racks which allow four feet of clearance on all sides. There shall be adequate space between rack slots to park, lock, and remove bicycles. Bicycle parking spaces and the required four-foot clearance shall be protected from motor vehicle encroachment by means of fixed barriers not less than six inches or more than three in height. Bicycle parking spaces shall not encroach into pedestrian ways, landscaped areas, or other required open spaces, and shall be located proximal to structures.
24. All general provisions of Section 12-306-I of the FMC shall apply to all parking areas. http://library.municode.com/HTML/14478/level3/MUCOFR_CH12LAUSPLZO_ART3GECOAPZO.html#MUCOFR_CH12LAUSPLZO_ART3GECOAPZO_S12-306PRDEST

City of Fresno Notes and Requirements For Entitlement Applications

Page 4 of 9

SIGNAGE

25. All future signs shall be architecturally compatible with the proposed building(s). Provide a set of drawings, with descriptive information, including, materials, design and colors to allow for a preliminary assessment of the future signage. It is recommended that you provide a copy of the signage early in the project process to allow for staff comment.
26. Signs, *other than directional signs, if applicable*, are not approved for installation as part of this special permit. **(Include this note on the site plan.)**
27. All proposed signs shall conform to the current sign ordinance. Applications for a sign permit and requirements for submittal are available at the Development and Resource Management Department's Public Front Counter or online at <http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/SignsandBanners.htm>
28. Window signs are limited to four square feet in area, providing information about hours of operation and emergency, sale or rental information only. Exterior signage such as banners, flags and pennants are prohibited. However, special event banner signs are permitted for 30 days if approved by the Development and Resource Management Department, attached to the building, and not exceeding 32 square feet in area.
29. Permanent window signs over six square feet in area can be submitted for approval under a sign review application.

MISCELLANEOUS

30. Noise levels shall not exceed the decibel levels described in Section 10-102.b of the FMC at anytime, measured at the nearest subject property line. http://library.municode.com/HTML/14478/level3/MUCOFR_CH10REREPUNUREPRCOUS_ART1NORE.html#MUCOFR_CH10REREPUNUREPRCOUS_ART1NORE_S10-102DE
31. There shall be adequate vehicular access from a dedicated and improved street or alley to off-street parking and loading facilities on the property requiring off-street parking and loading. Vehicular and/or pedestrian access shall be provided and shall remain clear at all times.
32. The address listed in the conditions of approval is the 'Official Address' given to the building. If you would like separate suite or unit numbers for a building, provide a floor plan and contact the City of Fresno Development and Resource Management Department for 'Official Addresses'. **Only those addresses assigned by the City of Fresno will be recognized as 'Official Addresses'**. The United States Post Office will only recognize addresses assigned by the City of Fresno. If a non-official address is given to a building and or/separate suites, the City of Fresno has the authority to

City of Fresno Notes and Requirements For Entitlement Applications

Page 5 of 9

charge a fee and have those addresses corrected. In addition, the United States Post Office will cease mail delivery to those addresses that are not 'Official Addresses'.

33. All projects, including projects that involve less than one acre of property, are required to comply with the City of Fresno's Urban Storm Water Quality Management and Discharge Control Ordinance, FMC Chapter 6, Article 7 (FMC Sections 6-701 *et seq.*)

When a project involves one acre or more of construction activity (including, but not limited to, grading) the developer is required to obtain a stormwater discharge permit for construction, with a Notice of Intent (NOI) filed **prior to** commencement of any grading construction activity. Contact the Fresno office of the California Regional Water Quality Control Board at 559-445-6281 regarding the required NOI and stormwater discharge permit. Additional information on California's construction stormwater regulation may be obtained from the Water Board via the internet:

www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

Helpful information for preparing and implementing stormwater pollution prevention plans may also be obtained from the California Stormwater Quality Association via its website, www.casqa.org

When a project involves specified nonresidential activities (certain commercial and industrial activities), an ongoing industrial stormwater discharge permit is also required. Contact the Fresno office of the California Regional Water Quality Control Board at 559-445-6281 to find out whether your project/business requires an industrial stormwater discharge permit, and to obtain details on securing this permit. Additional information on industrial stormwater regulations may be obtained from the following website: www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml,

The California Stormwater Quality Association has additional information on preparing stormwater pollution prevention plans for industrial activities (www.casqa.org).

34. Screen all roof-mounted equipment from the view of public rights-of-way. **Depict all mechanical equipment on site plan and elevations.**
35. If archaeological and/or animal fossil material is encountered during project surveying, grading, excavating, or construction, work shall stop immediately. **(Include this note on the site plan.)**
36. If there are suspected human remains, the Fresno County Coroner shall be immediately contacted. If the remains or other archaeological material is possibly Native American in origin, the Native American Heritage Commission (Phone: (916) 653-4082) shall be immediately contacted, and the California Archaeological Inventory/Southern San Joaquin Valley Information Center (Phone: (805) 644-2289) shall be contacted to obtain a referral list of recognized archaeologists. An archeological assessment shall be conducted for the project, the site shall be formally recorded, and recommendations made to the City as to any further site investigation or site avoidance/preservation. **(Include this note on the site plan.)**

City of Fresno Notes and Requirements For Entitlement Applications

Page 6 of 9

37. If animal fossils are uncovered, the Museum of Paleontology, U.C. Berkeley shall be contacted to obtain a referral list of recognized paleontologists. An assessment shall be conducted by a paleontologist and, if the paleontologist determines the material to be significant, it shall be preserved. **(Include this note on the site plan.)**
38. Connection to a municipal water system is required unless approved measures are included in the project conditions of approval for an alternative water supply.
39. Connection to a municipal City of Fresno sewer system is required unless approved measures are included in the project conditions for alternative wastewater treatment facilities.
40. City of Fresno water and sewer connection charge obligations applicable to this project will be computed during the building construction plan check process and shall be payable at time of issuance of building permit unless other arrangements have been approved to defer such payments to a later date. For information relating to water and sewer service requirements and connection charges, contact Frank Saburit at (559) 621-8277.
41. Open street cuts are not permitted; all utility connections must be bored.
42. CROSS-CONNECTION CONTROL. A backflow prevention device may be required on the water service. Contact the Department of Public Utilities, Water Division (559) 621-5300 for requirements relating to approved devices, locations, testing and acceptance. This requirement must be satisfied prior to final occupancy.
43. This project was reviewed by the Fire Department only for requirements related to water supply, fire hydrants, and fire apparatus access to the building(s) on site. Review for compliance with fire and life safety requirements for the building interior and its intended use are reviewed by both the Fire Department and the Building and Safety Section of the Development and Resource Management when a submittal for building plan review is made as required by the California Building Code by the architect or engineer of record for the building.
44. Outdoor storage of materials, including ISO containers, is prohibited. All materials shall be stored within a completely enclosed building, unless approved by the Development and Resource Management Department. **(Include this note on the site plan)**
45. If video surveillance cameras are required or installed, provide signs under the surveillance cameras which notify the public that the subject property is monitored by video surveillance.

FEES

(Not all fees will be applicable to all projects)

46. NOTICE TO PROJECT APPLICANT: In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within 90 days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.
47. CITYWIDE DEVELOPMENT IMPACT FEES
- a) Traffic Signal Charge (FMC Section 12-4.1101 to 12-4.1103) This project shall pay its Traffic Signal Mitigation Impact Fee at the time of building permit based on the trip generation rate(s) as set forth in the latest edition of the ITE Generation Manual. Refer to the adopted Master Fee Schedule for fee rate. This fee shall be paid at time of building permit.
 - b) Fire Facilities Fee (FMC Section 12-4.901 to 12-4.906) (based on building square footage, or residential units)
 - c) Police Facilities Fee (FMC Section 12-4.801 to 12-4.806) (based on building square footage, or residential units)
 - d) Parks Facilities Fee (FMC Section 12-4.701 to 12-4.706) (based on the number of residential units)
48. CITYWIDE REGIONAL AND NEW GROWTH MAJOR STREET IMPACT FEES (FMC Section 12-4.1006)
- a) Street Impact Fees shall be due and payable at the time of building permit issuance unless otherwise required by State law.
 - b) Street Impact Fees will be a condition on all development entitlements granted.
 - c) New construction on vacant parcels shall be calculated on a net acreage (adjusted acre basis) of the entire property subject to the development entitlement based upon planned land use. Notwithstanding, fees shall be based upon actual land use for developments in the C-M zone district and for development projects developed inconsistent with the plan land use.
 - d) New construction on property that is partially developed, Street Impact Fees will be applied to the incremental increase proportionate to the respective floor to area ratios (25% for commercial and 40% for industrial). In no case shall anyone pay more than the amount of the total net acreage of the parcel multiplied by the applicable fee rate.

City of Fresno Notes and Requirements For Entitlement Applications

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- e) Reuse being more intensive than the original use, the developer shall be required to pay the difference between the current amount of the Street Impact Fee obligation for the old use and the current amount of the Street impact Fee obligation for the new use.

49. FRESNO COUNTY FACILITY IMPACT FEE

Fresno County adopted a Facilities Impact Fee, but the requirement to pay this fee was subsequently suspended by Fresno County. If the fee has been reinstated at the time of issuance of building permits for this project, or an alternative fee system has been adopted by Fresno County, proof of payment or payment of this fee will be required for issuance of building permits.

50. REGIONAL TRANSPORTATION MITIGATION FEE (RTMF)

Pay the RTMF fee to the Joint Powers Agency located at 2035 Tulare Street, Suite 201, Fresno, CA 93721; (559) 233-4148, ext. 200; www.fresnocog.org. Provide proof of payment or exemption prior to issuance of building permits.

51. SCHOOL FEES

School fees must be paid, if required, prior to the issuance of building permits. Contact Central Unified School District. Provide proof of payment (or no fee required) prior to the issuance of building permits.

52. FRESNO METROPOLITAN FLOOD CONTROL DISTRICT (FMFCD) FEES

- a) A FMFCD Development Fee is required for review of proposed development projects, including applications for plan amendments, rezones, special permits, subdivisions, and grading plans. This fee is based on project acreage and must be paid directly to FMFCD in order for that agency to review projects and provide a Notice of Requirements. For more information, contact Fresno Metropolitan Flood Control District at (559) 456-3292.
- b) FMFCD drainage fees are due, if required, prior to issuance of building permits and are payable at the rate in place at the time of building permit issuance. Unpaid drainage fee obligations that were unpaid for a prior project at the site of a new project must be satisfied by the developer of the new project. Drainage fees may be paid at the Development and Resource Management Department prior to, or at the time of building permit issuance. They may also be paid directly to FMFCD, and proof of payment provided to the City, in order to obtain construction permits.

53. SEWER CONNECTION CHARGES (FMC Section 6-304(a)). The following sewer connection charges may be required and will be payable at the fee rate listed in the Master Fee Schedule at the time payment is due. New sewer connection charges adopted by the Council prior to the issuance of building permits may also be applied.

- a) Lateral Sewer Charge (based on property frontage to a depth of 100')

City of Fresno Notes and Requirements For Entitlement Applications
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- b) Oversize Sewer Charge (based on property frontage to a depth of 100')

Effective January 9, 1999, Ordinance No. 98-97 also amended certain sewer connection charges. Fresno Municipal Code Article 15, Section 12 provides property owners the incentives and deletes certain sewer connection charges pursuant to the Simple Tiered Equity Program (STEP) and the Employment Development Program (EDP). For additional information on the STEP and EDP, contact the Department of Public Utilities, Administration Division at (559) 621-8600.

- 54. WATER CONNECTION CHARGES: (FMC Sections 6-507 to 6-513). The following water connection charges may be required and will be payable at the fee rate listed in the Master Fee Schedule at the time payment is due. New water connection charges adopted by the Council **prior to** issuance of building permits may also be applied.
 - a) Frontage Charge (based on property frontage)
 - b) Transmission Grid Main Charge (based on acreage)
 - c) Transmission Grid Main Bond Debt Services Charge (based on acreage)
 - d) UGM Water Supply Fee (based on living units, living unit equivalents or acreage)
 - e) Wellhead Treatment Fee (based on living units or living unit equivalents)
 - f) Recharge Fee (based on living units or living unit equivalents)
 - g) 1994 Bond Debt Service Charge (based on living units or living unit equivalents)
 - h) Service Charges (based on service size required by applicant)
 - i) Meter Charges (based on service need)
- 55. Deferment of the payment of Citywide development impact fees for Fire, Police, Parks, Streets, and Traffic Signals is available for projects located within the Downtown Priority Areas in accordance with the provisions of City of Fresno Resolutions Nos. 2009-265 and 2010-19.

Exhibit 5:

Director Classification DC-15-070 dated June 15, 2015



MEMORANDUM

DATE: June 15, 2015

TO: JENNIFER K. CLARK, Director
 Development and Resource Management Department

FROM: MIKE SANCHEZ, Assistant Director 
 Development and Resource Management Department

THROUGH: BONIQUE EMERSON, Planning Manager 
 Development Services Division

BY: NATHAN BOUVET, Planner III 
 Development Services Division

SUBJECT: DIRECTOR CLASSIFICATION NO. DC-15-004, A REQUEST TO ADD BUS
 TERMINALS IN THE C-M ZONE DISTRICT

DIRECTOR ACTION

The Director hereby approves Director Classification No. DC-15-004 as follows:

Bus Terminal is a use permitted in the C-M District subject to a conditional use permit and all condition(s) listed below.

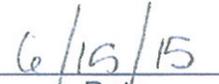
Conditions:

A Bus Terminal in the C-M zone district shall:

1. Not exceed 2,500 square feet of floor space and three (3) bus slips.
2. Not be located within 100 feet of any residential dwelling unit or any residential zone.
3. Have all operations, except passenger/cargo loading and unloading, conducted inside the bus terminal building. However, automated ticketing facilities and passenger waiting areas may be permitted outdoors.
4. Maintenance or fueling operations are prohibited at a bus terminal site.
5. Provide 1 parking stall per bus bay and 1 parking stall per 250 sq. ft. of building/waiting area either on-site or on a parcel within 400-feet of the subject site.
6. Have a security plan submitted for review and approval as a part of the discretionary permit application demonstrating and committing to the provision of adequate on-site security, including but not limited to security cameras, lighting, and security personnel.



 Jennifer K. Clark, Director
 Development and Resource Management Department



 Date

BACKGROUND INFORMATION

This Director Classification has been requested by the applicant, Christopher Johnson, on behalf of Greyhound Lines, Inc. The project applicant has requested a bus terminal be allowed in the C-M (*Commercial Light Manufacturing*) zone district. The subject property is situated in the Central Business District with commercially zoned properties surrounding it. This property is located on the southeast corner of Tulare Street and Santa Fe Avenue.

A Bus Terminal is defined as a terminal that serves bus passengers and or a station where transport vehicles load and unload passengers or goods. Currently the FMC permits "Bus Terminals" in the C-4 and C-6 zone districts subject to a conditional use permit. The current zoning ordinance does not provide for a Bus Terminal in the C-M zone district. Therefore, the applicant has requested to add "Bus Terminal" in the C-M (Commercial and Light Manufacturing) zone district, subject to conditional use permit.

ANALYSIS

Section 12-408 of the FMC, enables the Director to determine that a proposed use can be added to the list of permitted uses, either by right, or subject to a conditional use permit, in any zone district.

The first step in this procedure is to examine the classification of the use. Section 12-408-B states: "The Director may classify such use as a permitted use, or as a permitted use subject to a conditional use permit. In no instance shall the Director determine that a use be permitted in a district when such use is specifically listed as first permissible in a less restricted district." A listing of the districts, from most restrictive to least restrictive is found in Section 12-317-B-1-c (FMC).

As stated above, a "Bus Terminal" is permitted in the C-4 and C-6 zone districts, which, in accordance with Section 12-317-B-1-c of this Code, are more restrictive districts than the proposed C-M District. Therefore, upon initial review, it would appear that the findings to grant a Director's classification can be made.

FINDINGS

The second step in this process is to make the required findings in accordance with Section 12-408-C of the FMC. Based upon staff research and the conditions listed in the definition of the proposed use, staff makes the following findings:

1. *That the subject use and its operation are compatible with the uses permitted in the district where it is proposed to be allowed;*

The proposed use may be found to be compatible with other uses permitted in the C-M (*Commercial and Light Manufacturing*) zone district, subject to a conditional use permit. The following uses are permitted in the C-M zone, subject to a conditional use permit: animal hospital and shelter; automobile retail sales; banquet hall; car wash, motels, and hotels. As mentioned above, the proposed use is part of a larger development (i.e., Amtrak/Santa Fe Depot) and near a freeway and the building

design and location would be compatible with the surrounding land uses.

2. *That the subject use is similar to two or more uses permitted in the district within which it is proposed to be allowed;*

The subject use is similar to several uses already permitted in the C-M zone district. For example, other uses which bring in a steady amount of large vehicles into an area already allowed by-right in the C-M zone district. These uses include truck service stations, boat sales and service, recreational vehicle sales and service, a farm equipment service, and warehousing. In addition, several uses that tend to have large amounts of public customers are also allowed in the C-M zone district with a conditional use permit. These include banquet halls, night clubs, and recreational sports facilities.

3. *That the subject use will not cause substantial injury to the value of the property in neighborhoods or districts within which it is likely to be located;*

A Bus Terminal in the C-M zone district will not cause substantial injury to the value of property in neighborhoods or districts with which it is located. Properties zoned C-M are typically not adjacent to residential neighborhoods and typically contains a mix of light industrial and retail uses. Therefore, there will be minimal impact to adjacent neighborhoods. In addition, because of the high foot traffic that results from a bus terminal, this use may actually be beneficial to retail and restaurant uses that are often within C-M zone districts.

4. *That the subject use will be so controlled that the public health, safety, and general welfare will be protected.*

Through the special permit process, a project will be thoroughly examined and appropriate conditions or controls will be implemented to ensure protection of the public health, safety and general welfare.

RECOMMENDATION

Staff recommends that the Director approve a *Bus Terminal* as a use permitted in the C-M zone district subject to a submittal and approval of a conditional use permit application and the conditions noted below.

Conditions:

A Bus Terminal in the C-M zone district shall:

1. Not exceed 2,500 square feet of floor space and three (3) bus slips.
2. Not be located within 100 feet of any residential dwelling unit or any residential zone.

3. Have all operations, except passenger/cargo loading and unloading, conducted inside the bus terminal building. However, automated ticketing facilities and passenger waiting areas may be permitted outdoors.
4. Maintenance or fueling operations are prohibited at a bus terminal site.
5. Provide 1 parking stall per bus bay and 1 parking stall per 250 sq. ft. of building/waiting area either on-site or on a parcel within 400-feet of the subject site.
6. Have a security plan submitted for review and approval as a part of the discretionary permit application demonstrating and committing to the provision of adequate on-site security, including but not limited to security cameras, lighting, and security personnel.

CONCLUSION

Director Classification No. DC-15-004, adding *Bus Terminal* (subject to a conditional use permit and all conditions that may be imposed therein) to the C-M District, Section 12-224.3-B, of the Fresno Municipal Code, is hereby approved.

Exhibit 6:
Applicant Operational Statement

Bullet Point Items E-Mail
August 4, 2015



Operational Statement for Santa Fe Station

Site Information:

Project Site Address: 2650 Tulare Street, Fresno, CA 93721

APN: 468-167-05T

General Plan Land Use Designation: Central Business District

C-15-070

Zoning: C-M – Commercial and Light Manufacturing

Central Area Community Plan

Mariposa Redevelopment Plan

Greyhound Lines, Inc. formally submits this operational statement for pending future operations at the Santa Fe Station in Fresno, CA.

This project is submitted by Randal Levingston, Manager of Real Estate, and Bill Sliger, Project Manager, on behalf of Greyhound Lines, Inc.

The proposed development will consist of property of approximately 2 acres. Greyhound will occupy approximately 1,750 square feet of space within the complex and operate from three bus slips. The property is currently zoned for commercial use. Greyhound Lines complies with this zoning.

Greyhound Lines, Inc. proposes to operate a bus terminal at the Santa Fe Station in Fresno, CA on Tulare Street. This terminal will consist of a mechanism to sell tickets to passengers as well as a mechanism to provide package delivery services to customers. Greyhound Lines, Inc. provides transportation to multiple cities outside of the Fresno, CA area. In addition, Greyhound will offer package delivery services to various locations. Therefore, some storage of packages may be required for operations.

There are 22 departures, arrivals and through schedules. All spread somewhat even throughout the day. Each schedule can average approximately 20 to 35 people. There will be increased foot traffic around the site.

The construction activity will take up some parking areas around the site for construction personnel and deliveries. There should be no foreseeable effects on the neighbors with the exception of an increase in foot traffic and some limited possible parking increase for shipping customers.

Greyhound would supply unarmed security from 4:30 p.m. to 7 a.m. (evening shift and graveyard shift).

This operation will function seven (7) days a week on a 24-hour a day basis. Greyhound employs 45 employees at their operation currently (1033 Broadway) and anticipates maintaining that level in the new facility at Santa Fe Station.

Greyhound does not anticipate the use of any hazardous materials on this site and there should not be an incremental increase in noise generated from existing activities.

Tickets will be sold at the terminal and online via Greyhound Lines website (www.greyhound.com).

Additional questions regarding the project should be forwarded to either Randal Levingston at 214-849-8389. Email address is Randal.Levingston@greyhound.com. Bill Sliger for design issues at 214-849-8196. Email address Bill.Sliger@greyhound.com.

Ralph Kachadourian

From: Bonique Emerson
Sent: Tuesday, August 04, 2015 1:13 PM
To: Ralph Kachadourian
Subject: FW: Greyhound Relocation - Bullet Point Items

FYI

From: Sliger, Bill [mailto:Bill.Sliger@greyhound.com]
Sent: Tuesday, August 04, 2015 11:52 AM
To: Wilma Quan-Schechter; Bonique Emerson
Cc: Leake, Craig (US); Nunez, Rey; Levingston, Randal
Subject: Greyhound Relocation - Bullet Point Items

Some items to present to the complainant could include some or all of the following:

SECURITY:

Guard Activity: While Amtrak employs a security guard during the night hours, Greyhound currently provides a guard from 3:30 PM until 7:00 AM. This involves 2 eight hour shifts. The Amtrak guard could be adjusted to a schedule that covers the 7:00 AM to 3:30PM time frame if necessary. However, the more urgent need for a guard involves the night and evening hours. In any event, there will be at least two guard shifts to cover the evening and night hours.

Security Cameras: Greyhound will have at a minimum, 6 exterior mounted close circuit television cameras to monitor the exterior of the Greyhound lease space (4 cameras) and to monitor activities at the bus loading area (2 cameras).

Coordination with Amtrak: Greyhound is in discussions with Amtrak to share camera feeds from our system to the Amtrak's security equipment. This is provided as long as the equipment is compatible with each other. This would expand the coverage and benefit both operations. A similar arrangement is being discussed regarding a comprehensive signage package that would provide way finding around the facility, as well as the individual brand identities.

BENCH SEATING:

The request for additional bench seating on the track side of the Greyhound lease area is acceptable. The new bench seats will be duplicates of the existing seating units at the facility.

INTERIM LEASE:

Greyhound will occupy this lease location until the new intermodal transportation facility is completed. It is Greyhound's desire to co-locate with the high speed rail system and other transportation providers that would operate from this future transportation hub.

AESTHETIC APPEARANCE:

While the old existing terminal (circa 1959) suffers from functional obsolescence and a greatly reduced business volume, the usual maintenance routines are costs that could not be readily provided, unless in an emergency. The floor space provided at the rail station is more in line with the operational needs than the current location on H Street. The reduced floor area at the new location will be much easier to maintain and expectations on the city manager regarding appearances will be increased greatly.

OFF STREET PARKING:

Greyhound has 15 car spaces as part of their lease, provided on the surface parking lot across the tracks on Tulare Street. Employees will utilize those spaces, while passenger drop-off activity will occur along Santa Fe.

Greyhound Lease Agreement

LEASE AGREEMENT
Fresno, California (Location)

This Lease (hereinafter referred to as "Lease") is entered into on _____ ("Effective Date"), by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Greyhound Lines, Inc. (hereinafter referred to as "Tenant"), for property located in Fresno, California.

RECITALS

WHEREAS, City owns the Santa Fe Depot which is located at 2660 Tulare Street, Fresno, California (the "Property"); and

WHEREAS, Tenant wants to lease the Property and fifteen (15) parking spaces from City, (the "Premises") for the purpose of providing bus transportation services and associated operations; and

WHEREAS, City and Tenant have agreed that City will lease, and the Tenant will rent, the Premises subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. **LEASE OF PREMISES.** City hereby leases to Tenant and Tenant hereby leases from City the Premises, as shown and described in the attached Exhibit "A", subject to the terms, covenants and conditions hereinafter set forth. City also grants to Tenant, its employees, agents, licensees, contractors, passengers, and invitees, the non-exclusive right in common with City and all others designated by City for the use of common areas as delineated on Exhibit "A". Such common areas include sidewalks, plazas, driveways, and other public portions of the Property delineated as "Common Area" on Exhibit "A".
2. **CONDITION OF THE PREMISES.** Tenant accepts the Premises "as is", in its existing physical condition with all faults, without warranty by City or any duty or obligation on the part of City to maintain the Premises; provided, however, that City represents that the existing building systems and common areas of the Property are in good working order and the Property is free of Hazardous Substances.
3. **TERM.** This initial term of this Lease shall be ten (10) years commencing on _____ and ending on _____ ("Initial Term") subject to earlier termination pursuant to the terms and conditions herein. The Initial Term may be extended by mutual agreement of the Parties, in writing, for no more than two (2) additional five (5) year periods, on the same terms and conditions as set forth in this Lease except as to Base Rent. The party seeking to extend this Lease under the terms and conditions contained herein shall provide written notice to the other party a minimum of sixty (60) days prior to the expiration of the then current terms

of this Lease.

Early Termination. In the sole event Tenant desires to relocate to a facility closer to High Speed Rail, Tenant has the option ("Early Termination Option") of terminating this Lease prior to completion of the Initial Term or any extension thereof. To exercise the Early Termination Option, Tenant must deliver the following to the City:

1. A sixty (60) day written notice stating Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination;
2. Payment of all Rent and additional Rent due through the Early Termination date; and
3. Documentation of Tenant's relocation in the form of submitted building plans for the new facility, an executed lease for the new facility, or other documentation approved by the City Manager.

Once City acknowledges receiving the written notice, payment, and documentation of relocation from the Tenant, the Initial Term, or any extension thereof, of this Lease shall be deemed amended to the Early Termination Date. The Early Termination Option may only be exercised if Tenant is not in default under the Lease at the time Tenant gives notice of the Early Termination Option. All remaining Lease terms will remain in full force and effect.

If Tenant provides the notice unaccompanied by the required payments or required relocation documentation, the Early Termination Date will not be changed, and any such written notice from Tenant shall be deemed null and void.

4. **RENT.** Rent for the term of this Lease will be \$0.85 per square foot ("Base Rent") per month payable by Tenant, in advance, to City at the address on the signature page beginning on the first day of the month following the date Tenant opens for business in the Premises (the first such payment as may be pro-rated for any partial month as necessary) and on the first day of each month thereafter.

Base Rent shall increase every two years during the Initial Term and any extension terms as follows: the Base Rent shall be increased by the cumulative increase in the Consumer Price Index ("CPI") for all urban consumers for the San Francisco Region (as published in the Engineering News Record, or published in a comparable index if the Engineering News Record is discontinued or otherwise not available) during the previous two (2) years but in no event shall any such single two year period increase exceed 2% of the immediately preceding fee.

5. **PARKING SPACES.** For purposes of this Lease, Tenant is granted non-exclusive use of a maximum of fifteen (15) uncovered, non-reserved, "as is" parking spaces as designated by the City. After the first year of operation, Tenant may increase the number of parking spaces, up to thirty (30) parking spaces pursuant to the fees as set forth in the current Master Fee Schedule. Parking will be available to the Tenant twenty-four (24) hours a day and seven days a week

including holidays. Tenant agrees to pay City for the use of the Parking Spaces at a rate of \$1,125.00 per month. Payment for parking spaces shall be made concurrently with Tenant's payment of the Base Rent.

6. MAINTENANCE AND SECURITY DURING TERM OF LEASE. Tenant covenants and agrees to keep the Premises clean and free from debris and trash during the term of the Lease. Tenant shall prohibit any person from using the Premises for any use other than the use set forth in Section 7 of this Lease.

Tenant shall maintain all interior assets of the Premises. Tenant agrees that it will, at its own cost and expense, keep the Premises and each and every part thereof, in good condition and repair during the term of this Lease, and make all cosmetic repairs to the interior of the Premises as the necessity thereof exists, except as otherwise provided in this Section. Tenant shall exclusively maintain all exterior signage on the Premises.

City agrees to perform and/or provide the following, subject to the terms of this Section and subject to available funding to furnish adequate irrigation water for the upkeep and maintenance of any trees, shrubs and grass within the Premises:

- a. Mow and edge all lawns within the Premises;
- b. Trim and fertilize the trees and shrubs located within the Premises and to replace any trees thereon;
- c. Make interior and exterior structural repairs which are necessary for the health, welfare and safety of the public as determined by the City, except as otherwise set forth herein;
- d. Maintain exterior lighting; and
- e. Make all major repairs to exterior capital improvements including plumbing, heating, furnace and air-conditioner.

City shall provide security during the term of the Lease in accordance with the City's current agreement with its contracted security services company. City may require Tenant to provide additional security at the Tenant's sole expense. Prior to requiring additional security from Tenant, City shall provide written notice to the Tenant setting forth the security issue and allow a reasonable amount of time to cure. If Tenant does not cure the security issue within the requested time, Tenant shall provide additional security at its sole expense. Absent any negligence or willful misconduct by City, Tenant assumes all responsibility for its protection of Tenant, its employees, agents and invitees and property from acts of third parties.

7. USE OF PREMISES. The Premises shall be used for bus transportation and freight delivery services and associated operations and for no other purpose.

8. UTILITIES. Tenant will install a separate meter and pay for all utilities to the Premises. In the event that water cannot be included with the Tenant's separate meter, Tenant will pay Landlord its pro-rata share for water based on the square footage of the Premises.

9. PROPERTY TAXES AND INSURANCE.

(a) Tenant acknowledges that any possessory property interest arising by possessing the Premises may be subject to property taxation and that Tenant shall pay any property taxes levied against the Premises on such interest. NOTIFICATION TO TENANT PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 107.6: A POSSESSORY INTEREST SUBJECT TO PROPERTY TAXATION MAY BE CREATED BY ENTERING INTO THIS LEASE AND TENANT MAY BE SUBJECT TO THE PAYMENT OF PROPERTY TAXES LEVIED ON SUCH INTEREST.

(b) Tenant and each of its consultants, contractors and subcontractors shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or based on similar occupancies that may be reasonably expected and authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion. Tenant and its insurers will, with respect to any claims covered by such property and hazard insurance, waive any subrogation rights that it may have against City, its officials, officers, agents, employees or volunteers. Nothing herein is intended to require City to maintain property and hazard insurance covering the Premises or for whatever cause.

(c) If at any time during the life of the Lease or any extension, Tenant or any of its consultants, contractors or subcontractors fail to maintain any required insurance in full force and effect, all Tenant's activities under this Lease shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease. No action taken by City pursuant to this section shall in any way relieve Tenant of its responsibilities under this Lease. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(d) The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Indemnitees (as defined in this Lease) shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, or its representatives, consultants, contractors or subcontractors.

(e) Upon request of City, Tenant shall promptly furnish City with proper evidence of any insurance policy required under this Lease, including all endorsements, with said information confirmed by the underwriter to be true and correct. This requirement shall survive expiration or termination of this Lease, provided there is an associated claim during Tenant's occupancy of the Premises.

(f) Tenant is also responsible for the compliance of Tenant's consultants, contractors and subcontractors with the insurance requirements in Subsections (b), (c), (d), (e) and (f) of this section, except that any required certificates and applicable endorsements shall be on file with Tenant and City prior to the commencement of any work or services by the respective consultant, contractor or subcontractor.

10. **IMPROVEMENTS.** Tenant shall make no improvements to the Property or the Premises without the prior written consent of City, which consent will not be unreasonably withheld.

11. **CONDEMNATION.**

(a) Total Condemnation. Should, during the term of this Lease, title and possession of all or any portion of the Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of 12:01 a.m. of, whichever first occurs, the date legal title of said Premises becomes vested in or actual physical possession of said Premises is taken by the agency or entity exercising the power of eminent domain and both City and Tenant shall thereafter be released from all obligations under this Lease.

(b) Condemnation Award. Any compensation or damages awarded or payable because of the taking of all or any portion of the Premises by eminent domain shall be allocated between City and Tenant as follows:

(1) All compensation or damages awarded or payable for the taking by eminent domain of any land that is part of the Property shall be paid to and be the sole property of City free and clear of any claim of Tenant or any person claiming rights to the Premises through or under Tenant. This section shall not preclude Tenant from making a direct claim pursuant to California Code of Civil Procedure Section 1263.510.

(2) Upon condemnation and allocation of proceeds, hereunder, this Lease shall terminate.

12. **RIGHT OF ENTRY.** City, or City's representatives, shall have the right to enter the Premises at any time upon 24 hours advance notice during the Lease, to protect, inspect, exercise or investigate any rights of City herein reserved. However, City's activities, connected with the exercise of this right of entry, shall not interfere with the operations of Tenant or its use of the Premises.

13. **LEGAL REQUIREMENTS.** Tenant covenants and agrees, at Tenant's sole cost and expense, promptly to comply, and cause all of Tenant's representatives, to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, without limitation, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality; (ii) with the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Tenant's activities, or Tenant's use or occupancy of the Premises; and (iii) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of which Tenant has received notice, actual or constructive, which may be applicable to the Premises (collectively, "Legal Requirements") regardless of when they become effective, insofar as they relate to Tenant's activities or Tenant's use or occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether or not City is a party in such action or proceeding, that Tenant has violated any Legal Requirement relating to Tenant's activities and Tenant's use or occupancy of the Premises, shall be conclusive of that fact as between City and Tenant. Tenant shall furnish satisfactory evidence of such compliance upon request by City.

14. **INDEMNIFICATION; RELEASE; SAFETY AND INSURANCE.**

(a) Tenant shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless City, its officials, officers, representatives, agents, employees, volunteers, transferees, successors and assigns (each an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with Tenant's activities on the Property, or the entry on, occupancy or use of, the Premises by Tenant or Tenant's representatives, or the performance of, or failure to perform, Tenant's duties under this Lease, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including but not limited to employees of City or Tenant (and including, but not limited to, injury due to exposure to Potential Environmental Hazards in, on or about the Premises); (ii) injury to property or other interest of City, Tenant or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall have no obligation to defend or indemnify the Indemnitees for any claims, losses, liabilities or damages arising on account of the Indemnitees' or any third party's negligence or willful misconduct.

(b) Tenant acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Tenant's use or occupancy of the Premises, Tenant's activities or the activities of any of Tenant's representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Tenant's use and occupancy of the Premises shall be at Tenant's sole risk and expense. Tenant accepts all risk relating to Tenant's occupancy and use of the Premises. City shall not be liable to Tenant for, and Tenant hereby waives and releases City and the other Indemnitees from, any and all liability, whether in contract, tort, strict liability or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Premises, unless such liability is on account of the City's or any third party's negligence or willful misconduct.

(d) Tenant shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Tenant, or any of Tenant's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit B**.

(e) The provisions of this Section 13 shall survive the expiration or termination of this Lease.

15. **SURRENDER OF POSSESSION.** It is mutually understood and agreed that upon expiration or earlier termination of the Lease, at tenant's sole cost and expense, Tenant shall remove all of Tenant's personal property and remove all debris and waste material resulting from Tenant's activities. Tenant will surrender the Premises to City in good condition, reasonable wear and tear excepted. Tenant shall remove any trade fixtures installed by Tenant and will repair any resulting damage caused thereby. Tenant shall bear the entire cost of such removal, repair and restoration, and City shall bear no liability for any costs caused or related to Tenant's removal of its property. In the event Tenant fails to comply with the requirements of this section, City may elect to remove such fixtures and personal property and effect such removal, repair, or restoration as reasonably necessary and recover such costs and expenses therefore from Tenant. Tenant shall pay such reasonable costs and expenses within 30 days of receipt of an invoice therefor. Tenant's obligations under this section shall survive the expiration or termination of this Lease.

16. **ASSIGNMENT.** Tenant shall not assign this Lease, or any interest therein,

or sublet the Premises, or any part thereof, or any right or privilege pertaining thereto; without City's prior written consent.

17. **DEFAULT.** If either party materially defaults in the performance of any condition or covenant in this Lease, the other party may terminate this Lease, but only if the defaulting party fails to rectify said default within 10 business days after written notice thereof is served upon defaulting party by the other party. In the event, however, that any default complained of hereunder is of such nature that the same cannot be rectified in 10 business days, then such default shall be deemed to be rectified if the defaulting party shall have commenced the compliance of the provisions hereof breached by it within such 10 business days period and shall with all diligence prosecute the work or perform the particular provisions until the same shall have been fully rectified or performed.

18. **CHOICE OF LAW.** Subject to any provisions hereof, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Lease and rights and duties hereunder shall be Fresno County, California.

19. **NOTICES.** All notices, demands, consents or requests which may be or are required to be given by a party hereunder, shall be in writing. All notices, demands, consents or requests given shall be sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the respective party at the address set forth on the signature page of this Lease or at such other place as the party may from time to time designate in a written notice to the other party. Notices, demands, consents or requests served in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

20. **ATTORNEY'S FEES.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Lease, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

21. **THIRD PARTY BENEFICIARIES.** The rights, interests, duties and obligations defined within this Lease are intended for the specific parties hereto as identified in the preamble of this Lease. It is not intended that any rights or interests in this Lease benefit or flow to the interest of any third parties.

22. **GENERAL PROVISIONS.**

(a) The section headings in this Lease are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Lease.

(b) The provisions of this Lease are severable. The invalidity, or unenforceability of any one provision in this Lease shall not affect the other provisions.

(c) The parties acknowledge that this Lease in its final form is the result of the combined efforts of the parties and that, should any provision of this Lease be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Lease in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

(d) Each exhibit and attachment referenced in this Lease is, by the reference, incorporated into and made a part of this Lease.

(e) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(f) Once this Lease is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferee, agents, servants, employees and representatives.

(g) The waiver by a party of a breach by another of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Lease. No provisions of this Lease may be waived unless in writing and signed by all parties to this Lease. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

(h) Each person signing this Agreement represents and warrants that he or she is duly organized and has legal capacity to execute and deliver this Agreement.

23. **ENTIRETY-SUCCESSION.** This Lease merges and supersedes all prior negotiations, representations, agreements, and constitutes the entire agreement concerning City's leasing of the Premises to Tenant and the consideration therefore. This Lease may be modified only by written instrument duly authorized and executed by both Tenant and City.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their authorized representatives in Fresno, California as of the date first above written.

City:
City of Fresno,
a California municipal corporation

Tenant:
Greyhound Lines, Inc., a Delaware corporation

By _____
Bruce Rudd, City Manager

By _____

Name _____

Title _____

Attest:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy

Approved as to form:
DOUGLAS T. SLOAN
City Attorney

By _____
Deputy

Addresses:

City of Fresno
Attention: City Manager
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-7700

Tenant:
Attention: Legal Dept., with a copy
to Real Estate Dept.
350 North St. Paul Street
Dallas, Texas 75201

Attachments:

- Exhibit A – Map/Legal Description of Property and the Premises
- Exhibit B – Insurance Requirements

Exhibit A

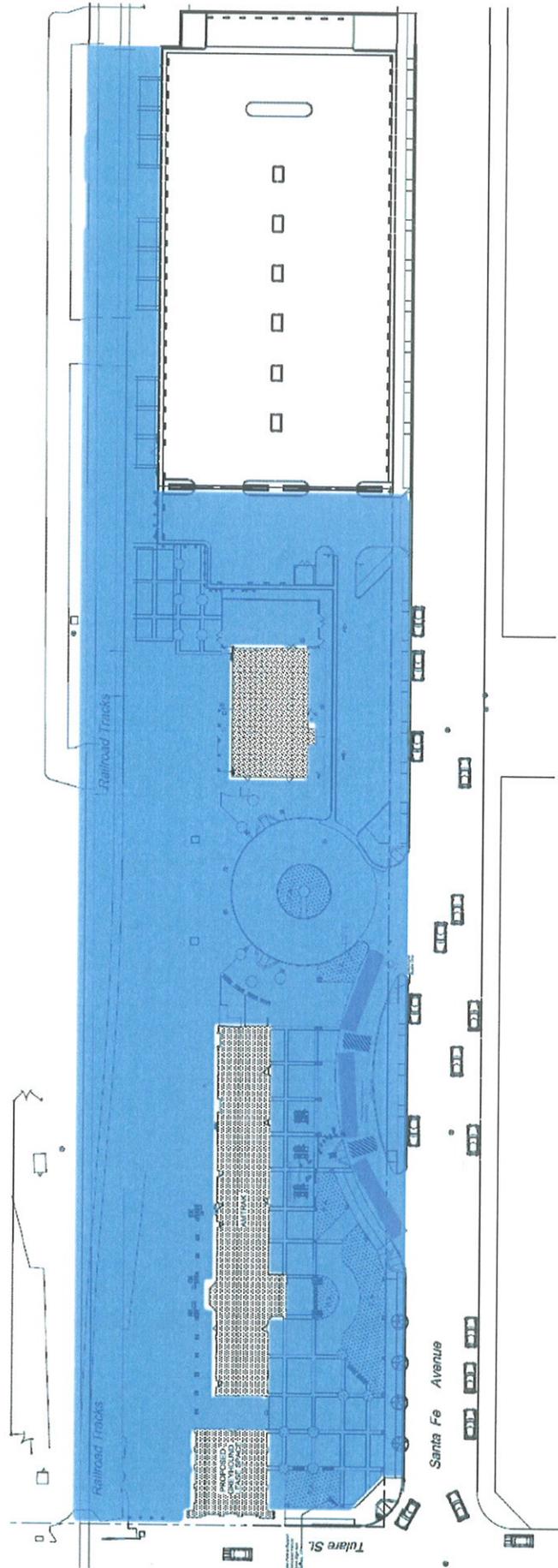


EXHIBIT "B"
INSURANCE REQUIREMENTS
Lease between City of Fresno ("City")
and GREYHOUND ("Tenant")
Fresno, California (Location)
Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, on an "occurrence" basis which shall include insurance for "bodily injury," "property damage" and "personal injury" with coverage for Premises and operations, products and completed operations, fire legal liability and contractual liability (subject to policy terms, conditions, and indemnity obligations under the Lease).
2. Property insurance with a Cause of Loss – Special or All Risk Form. **Only required of Tenant and not of Tenant's consultants, contractors or subcontractors.**
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

Minimum Limits of Insurance

Tenant shall maintain limits of liability of not less than:

1. General Liability:
 - \$3,000,000 per occurrence for bodily injury and property damage
 - \$3,000,000 per occurrence for personal injury
 - \$3,000,000 aggregate for products and completed operations
 - \$3,000,000 general aggregate
2. Property: Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of Tenant's business property.
3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits of no less than \$1,000,000 per accident for bodily injury or disease (for lessees with employees)
4. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

Umbrella or Excess Insurance

In the event Tenant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

Deductibles and Self-Insured Retentions

Tenant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tenant shall also be responsible for payment of any self-insured retentions. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability insurance policy is to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of maintenance or use of the premises leased under the Lease Agreement. Tenant shall establish additional insured status for the City and for all ongoing operations by use of both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional insured.
3. Tenant's insurance coverage shall be primary any insurance or self-insurance maintained by the City shall be excess of the Tenant's and shall not contribute with it Tenant shall establish primary and noncontributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.

The property insurance policy is to contain, or be endorsed to contain, the following provisions:

1. Full replacement value of any permanent improvements on the Leased Premises, with the City named as a Loss Payee.
2. The coverage shall contain:
 - (i) No coinsurance penalty.
 - (ii) No limitations or exclusions for vacancy of any part of the Premises.
 - (iii) No special limitations on the scope of protection afforded to City.

The Workers' Compensation insurance policy is to contain a provision that the Tenant and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents and volunteers. Tenant shall endeavor to notify City in the event that any policies of insurance required hereunder shall be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day (or 10 day in the event of cancellation for non-payment) written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide.

Other Requirements

Tenant's owned or leased property or property in its care, custody and control, will be at the risk of Tenant only and CITY will not be liable for any damages thereto or theft thereof. Further, Tenant waives its right of recovery, and its insurers also waive their right of recovery, against CITY for loss of its owned or leased property or property in its care, custody and control. The phrased "owned or leased property or property in its care, custody and control" shall include, without limitation, documents, tools, equipment, fixtures, materials and parts.

Verification of Coverage

Tenant shall furnish City with all certificate(s) and applicable endorsements

effecting coverage required hereunder. All certificates and applicable are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Lease and before work commences.

All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. This requirement shall survive expiration or termination of this Lease Agreement.

Letter of Support from Amtrak
August 12, 2015

August 12, 2015

Rey Nuñez, CPA
Senior Director Real Estate
GREYHOUND LINES, INC.
350 N. St. Paul St
Dallas, TX 75201



RE: Fresno Station

Dear Mr. Nunez,

Amtrak understands that Greyhound seeks to lease or license certain space adjacent to Amtrak's existing leasehold with the City of Fresno, which prospective lease will not impact the premises described in Section 1(a) and 1(b) of the existing lease dated October 21, 2005.

To the extent that it will facilitate overall operations, Amtrak's onsite management will regularly exchange information, suggestions and other items of potential mutual benefit with counterparts at Greyhound. Further, Amtrak onsite management will explore, if deemed both financially feasible and operationally necessary in the sole determination of Amtrak, the possibility of a shared security camera system. Lastly, although the provision of security is the sole responsibility and at the sole expense of the City of Fresno, as Lessor under the lease dated October 21, 2005, Amtrak is willing to explore the coordination of security with Greyhound and the City of Fresno, with the understanding that there will be neither adverse economic impact nor diminution of current security service under terms of the existing lease.

Amtrak looks forward to continuing discussions with local Greyhound and City of Fresno staff to insure a smooth integration of operations at the station.

The local contact for Amtrak services at the Fresno Station is James Holland, District Station Manager. James can be reached via cell at (510) 772-9244 or via email at James.holland@Amtrak.com. For real estate related matters, please contact me at any time at (510) 238-4847 or via email at Alice.rose@Amtrak.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Alice Rose", written in a cursive style.

Alice Rose
Real Estate Development Manager, West Coast

Cc: James Holland
Shannon Davis