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6/23/11

CITY OF FRESNO
City Clerk's Office (Original)

SECOND AMENDMENT TO FIXED RATE PATRON PARKING AGREEMENT
(CITY OF FRESNO/CLUB ONE CASINO, INC.)

THIS SECOND AMENDMENT TO FIXED RATE PATRON PARKING AGREEMENT ("Amendment") between the CITY OF FRESNO ("City") and CLUB ONE CASINO, INC. ("Club One") is effective as of July 1, 2011. City and Club One are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City and Club One entered into a Fixed Rate Patron Parking Agreement ("Agreement"), dated July 1, 2009, and once amended July 1, 2010, providing Club One with certain fix-rate patron parking in City's Garage No. 8, upon finding, determinations, terms and conditions therein; and

WHEREAS, the Agreement expires on June 30, 2011; and

WHEREAS, Club One has requested that the City continue to make available to its patrons parking on a fixed rate basis in lieu of otherwise applicable Master Fee Scheduled ("MFS") Rates; and

WHEREAS, City finds and determines based upon the underlying Staff Report and the record in this matter incorporated herein, that continuing to provide Club One with fixed rate parking upon the terms and conditions herein is in furtherance of the public interest and contributes to revitalization/reinvigoration of Fulton Mall and environs through increased workforce, customer and visitor activity and interest, reduction of physical blight/economic deterioration, an increase in private sector investment and related tax base expansion, all in furtherance of the Downtown Revitalization Plan; and

WHEREAS, the Parties desire to extend the Agreement, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, the Parties agree that the aforesaid Agreement be amended as follows:

1. The term of the Agreement is extended to June 30, 2012, subject to any earlier termination in accordance with the Agreement.
2. Except as expressly modified and amended hereby, the Agreement entered into by City and Club One, remains in full force and effect.

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Second ②

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

CLUB ONE CASINO, INC.
a California corporation

By [Signature]
Name Bruce Randall
Title Asst. City Manager

By [Signature]
Name Kylea Kirkland
Title President

ATTEST:

REBECCA E. KLISCH
City Clerk

By _____
Name _____
Title _____

By Cindy Bauer 11/29/11
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: [Signature] 6-10-11
Robert Coyle Date
Senior Deputy



AGENDA ITEM NO. 11
 COUNCIL MEETING 6/23/11

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

June 23, 2011

FROM: PATRICK N. WIEMILLER, Director
 Public Works Department

BY: DEL ESTABROOKE, Parking Manager
 Public Works/Parking Services Division

SUBJECT: ADOPT CEQA CATEGORICAL EXEMPTION PURSUANT TO GUIDELINES
 SECTION 15301 (EXISTING FACILITIES) TO AUTHORIZE SECOND
 AMENDMENT IN THE AMOUNT OF \$72,000 TO FIXED RATE PATRON
 PARKING AGREEMENT BETWEEN CITY OF FRESNO AND CLUB ONE
 CASINO, INC. (COUNCIL DISTRICT NO. 3)

Presented to City Council

Date 6/23/11

Disposition For approval

RECOMMENDATION

It is recommended that the City Council amend and extend the existing parking agreement between the City of Fresno and Club One Casino (Club One) to provide parking in the Underground Parking Garage #8, at a fixed rate of \$6,000 per month for 100 parking spaces. The recommended agreement also requires Club One to pay \$1.00 per vehicle, per day for any Club One patron's vehicle over the 100 allotted spaces between the hours of 6am and 6pm.

EXECUTIVE SUMMARY

Parking Garage No. 8 is located under Van Ness Avenue between Tulare and Fresno Streets and provides parking to various downtown business and public agencies. One of the businesses, Club One, has procured parking privileges for its patrons at a fixed monthly rate of \$6,000 since June 2010. The City of Fresno has previously extended the terms of the parking agreement with Club One on an annual basis so the contract can be reviewed each year in context of the changing downtown landscape. Analysis over the past year has determined that Garage #8 still has the capacity to house Club One visitors, Holiday Inn guests, and the usual volume of monthly permit holders. This contract seeks continue the prior conditions of the agreement for a one year period. The 100 stalls will be reserved for Club One guests at a flat \$6,000 per month rate, with each additional Club One patron's vehicle charged at a rate of \$1.00 per day during the hours of 6am to 6pm.

BACKGROUND

In the 1990s, Club One began using an unlimited number of spaces in Garage #8, initially at a rate of \$5,000 per month. In 2009, Council directed the Parking Division to renegotiate the Club One parking agreement with consideration to ongoing revitalization efforts downtown and other garage users including the Holiday Inn. The contract for 100 designated spaces per month at the \$6,000 rate plus

REPORT TO THE CITY COUNCIL

Adopt CEQA to Existing Facilities to Authorize Second Amendment with Club One Casino, Inc.

June 23, 2011

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\$1.00 each additional car during the 6am-6pm time period was enacted in 2006-2007, renewed in 2008-2009, 2009-2010 and is viable for an additional 12 month period.

ENVIRONMENTAL FINDINGS

Staff has determined that the proposed Second Amendment is exempt under CEQA Guideline 15301 Class 1, which provides exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures and facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed Second Amendment is within the Class 1 exemption because it involves existing City parking structures and facilities involving negligible or no expansion of use.

The above exemption is not precluded by Guideline 15300.1 for wholly ministerial projects. The proposed Second Amendment is not wholly ministerial. Nor is the above exemption precluded by Guideline 15300.2, which prevents the use of categorical exemptions for projects where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances, or where a project may cause a substantial adverse change in the significance of a historical resource. The proposed Second Amendment is not anticipated to have a significant effect on the environment due to unusual circumstances, nor cause a substantial adverse change in the significance of a historical resource. None of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project."

FISCAL IMPACT

The parking agreement generates \$72,000 annually. It should be noted that Club One pays to the City approximately \$1,200,000 annually to the City in the form of table tax. No other business entity pays this type of tax. Terms of the agreement are reviewed annually so changes can be made as needed.