

ATTACHMENT "A"

RESOLUTION NO. 2007-233



A JOINT RESOLUTION OF THE FRESNO CITY COUNCIL AND THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, CALIFORNIA APPROVING REDEVELOPMENT GRANT AGREEMENT BETWEEN THE 21ST DISTRICT AGRICUTURAL ASSOCIATION, THE BIG FRESNO FAIR, AN INSTITUTION OF THE STATE OF CALIFORNIA, AND THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, AND MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445 OF THE COMMUNITY REDEVELOPMENT LAW, REGARDING AN AGENCY GRANT TO HELP FUND STREETSCAPE IMPROVEMENTS BY THE FAIR ALONG KINGS CANYON ROAD WITHIN THE SOUTHEAST FRESNO REVITALIZATION REDEVELOPMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of the City of Fresno (the "Agency") is engaged in activities necessary to execute and implement the Southeast Fresno Revitalization Redevelopment Plan (the Redevelopment "Plan") for that area of the City of Fresno, California, described in the Redevelopment Plan (the "Project Area"); and

WHEREAS, the Redevelopment Plan authorizes the Agency to cause or provide for installing, constructing or reconstructing public improvements to help eliminate blight and as necessary to carry out the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan further authorizes and directs the Agency to seek the aid and cooperation of other public bodies and to coordinate the Redevelopment Plan, to the extent possible, with the activities of public bodies to accomplish the purposes of redevelopment and the highest public good; and, in that regard, authorizes the Agency, as permitted by the California Community Redevelopment Law (Health & Safety Code §§

Adopted _____
Approved 6-26-07
Effective 6-26-07

2007-233/1701



33000 et seq.) (the "Law"), to assist financially or otherwise any public entity with the cost of public land, buildings, facilities, structures or other improvements in or outside the Project Area if the land, buildings, facilities, structures or other improvements will benefit the Southeast Fresno Revitalization Redevelopment Project; and

WHEREAS, the Redevelopment Plan further authorizes the Agency to pay for, install or construct publicly-owned buildings, facilities, structures and other improvements identified in Attachment No. 4 to the Redevelopment Plan, including streetscape improvements of Kings Canyon Road and entryway improvements at selected locations along designated major streets; and

WHEREAS, January 11, 2005, the Agency adopted Resolution No. 1657, approving an updated Five-Year Implementation Plan for the Southeast Fresno Revitalization Redevelopment Area (the "Implementation Plan") pursuant to the Law; and

WHEREAS, the Implementation Plan, to help eliminate physical and economic blighting influences and establish a positive visual image, includes a program to make selected public improvements in the Project Area including, without limitation, streetscape improvements on major streets and entryways associated with the Redevelopment Plan Implementation; and

WHEREAS, the 21ST District Agricultural Association, The Big Fresno Fair, an institution of the State of California (the "Fair"), operates and manages, facilities and improvements located in Southeast Fresno Revitalization Redevelopment Project Area on Kings Canyon Road between Butler and Chance Avenues (the "Fairgrounds") for the purpose of conducting an agricultural fair and related activities authorized by the California



Food & Agriculture Code; and

WHEREAS, the Fairgrounds pedestrian and vehicular entrances have diminished substantially, creating potential safety hazards to the Fair's patrons and blight within the Project Area; and

WHEREAS, in order to improve patron safety and appearance of the portion of Fairgrounds with frontage on Kings Canyon Road, the Fair must renovate, upgrade, and enhance the pedestrian and vehicular entrances to the Fairgrounds along approximately 300 feet of Kings Canyon Road, as provided in attached Exhibit B, "Project Description" (the "Project"); and

WHEREAS, at its meeting on March 27, 2007, the Board of Directors of the Fair (the "Fair Board"), by Resolution, has determined that the Fair can fund only approximately half the cost of the Project through available cash and in-kind contributions over a two year period; and

WHEREAS, the Fair has requested that the Agency provide financial assistance to the Project by a grant up to \$250,000.00 (the "Agency Grant") in order to complete the Project in a timely and cost efficient manner; and

WHEREAS, the Fair has determined they have no reasonable means of financing the additional cost of the Project other than the Redevelopment Agency Grant for the reasons stated in the Resolution, a copy of which is attached to this Resolution as Exhibit C; and

WHEREAS, subject to the requirements of the Law, the Agency is willing to provide



a grant of up to \$250,000 toward funding of the Project improvements in order for the Fair to improve patron safety, install streetscape improvements and enhance the appearance of the pedestrian and vehicular entries to the Fairgrounds along Kings Canyon Road between Chance and Butler Avenues as provided in the Redevelopment Grant Agreement attached to this Resolution as Exhibit A; and

WHEREAS, the Project improvements will result in streetscape improvements and beautification along a portion of Kings Canyon Road located within the Project Area as contemplated by the Redevelopment Plan, and specified in Attachment No. 4 to the Redevelopment Plan, and consistent with the Ventura/Kings Canyon Master Streetscape Plan approved by the City Council and the Agency Board in May 2001; and

WHEREAS, Health and Safety Code Section 33220 provides the authority for the Fair to enter an agreement with the Agency to aid and cooperate in the planning, undertaking, construction or operation of redevelopment projects within the area in which the Fair is authorized to act, upon the terms and with or without consideration as the Fair determines; and

WHEREAS, Health and Safety Code Section 33445 permits the Agency, with the consent of the legislative body, in this case the Council of the City (the "Council"), to pay the cost of installing and constructing any facility or other improvement which will be publicly owned, either within or outside the Project Area, subject to certain Council determinations; and

WHEREAS, the Fair and Agency propose to enter into the Redevelopment Grant Agreement, substantially in the form attached, under which the Agency will assist with the



costs of the Project improvements; and

WHEREAS, the Fair shall be solely responsible, without limitation, for all aspects and costs of the Project and all project costs, except only the Agency Grant; and

WHEREAS, the Agency has \$250,000.00 budgeted in its FY 2006-2007 budget for the Project improvements, available from net tax increments generated from the Project Area and/or other funds available to it; and

WHEREAS, the Fair, acting as the lead agency for the Project for purposes of the California Environmental Quality Act ("CEQA") and the guidelines thereunder (the "CEQA Guidelines"), has determined that the Project improvements are categorically exempt from further CEQA review pursuant to Public Resources Code 21084 and CEQA Guidelines Section 15302 as a Class 2 categorical exemption, applicable to construction or replacement of accessory structures to existing facilities, and issued a Categorical Exemption for the Project, a copy of which is attached as Exhibit D to this Resolution; and

WHEREAS, the Notice of Exemption as required by CEQA Guidelines Section 15062, was prepared, a copy of which is provided as Exhibit D to this Resolution; and

WHEREAS, the Council and the Agency independently reviewed and considered the Categorical Exemption prior to acting on or approving the Redevelopment Grant Agreement; and

WHEREAS, the Fair Board, in its Resolution (Exhibit C) adopted at a regularly scheduled and noticed meeting on March 27, 2007, found that the Fair had no other reasonable means of financing the Project improvements without financial assistance from the Agency, and requested that the Agency provide financial assistance in the form of a



\$250,000.00 grant to provide the additional funding necessary to complete the entire Project in a timely and efficient fashion; and

WHEREAS, on May 23, 2007, the Housing and Community Development Commission (HCDC) reviewed the Project and the Redevelopment Grant Agreement, and voted to recommend that the Council and Agency adopt this Resolution approving the proposed Redevelopment Grant Agreement, as recommended by staff, and authorizing the Agency Executive Director or the Executive Director's designee to sign the Redevelopment Grant Agreement and such further documents and to take such further actions as may be necessary or appropriate to carry out the Agency obligations under the Redevelopment Grant Agreement; and

WHEREAS, on June 26, 2007, the Council and Agency Board, reviewed the proposed Redevelopment Grant Agreement and evaluated all the information, testimony, and evidence presented during the public meeting; and

WHEREAS, the proposed Project improvements will improve patron safety and appearance of the portion of the Fairgrounds with frontage on Kings Canyon Road, and will improve the quality of life for residents of and visitors to Fresno by helping to stabilize and enrich the neighborhoods around Fairgrounds, thereby making them attractive for development and investments; and

WHEREAS, the Project improvements and investment also are consistent with the Ventura/Kings Canyon Beautification Master Plan that was approved by the Council and Agency Board in May 2001; and



WHEREAS, the Project improvements also will help to reduce blight, attract and improve marketability of related industrial, commercial, office and public economic activity in the immediate, and overall Project Area; and

WHEREAS, the Agency and Council, after due consideration, believe that the Agency's Grant up to \$250,000.00 for Project improvements is in the best interests of the City and the health, safety, and welfare of employees and visitors to the Project Area, and is consistent with the public purposes and provisions of applicable state and local laws; and

WHEREAS, all actions required by all applicable law with respect to the proposed Redevelopment Grant Agreement have been timely and appropriately taken;

NOW, THEREFORE, BE IT RESOLVED by the Council and the Redevelopment Agency of the City of Fresno as follows:

1. Based on the above recitals and substantial evidence provided in the record before it, the Council and the Agency find and determine as follows:

Finding No 1.1: Providing the proposed Project improvements to the pedestrian and vehicular entrances to the Fairgrounds along the Kings Canyon Road frontage within the Project Area, and Agency funding assistance as provided in the Redevelopment Grant Agreement, is necessary to achieve the purposes of, and is consistent with, the Redevelopment Plan in that, among other things, the Project will cause installation of streetscape improvements along Kings Canyon Road and entryway improvements as specified and authorized in Attachment No. 4 to the Redevelopment Plan.

Finding No. 1.2: Agency payment of up to \$250,000.00 toward the costs of the Project Improvements will help eliminate one or more blighting conditions within the Project



Area, in that installation of the proposed streetscape and entryway improvements will assist in establishing a positive visual image for the frontages of the Kings Canyon Road in the vicinity of the Fairgrounds property, improve patron safety, and help to alleviate impaired property values, and business vacancies along the area of Kings Canyon Road, and the neighborhoods and business districts around the Fairgrounds by making them attractive for new development and investment.

Finding No. 1.3: The public improvements will benefit the Project Area and the immediate neighborhoods in which the Project is located, by providing esthetically pleasing streetscape improvements and entryway improvements along Kings Canyon Road consistent with the Redevelopment Plan objectives, and by eliminating potential pedestrian and vehicle safety hazards to members of the public entering and exiting the Fairgrounds on this portion of Kings Canyon Road.

Finding No. 1.4: Based on the findings of the Fair Board at its meeting held on March 27, 2007, evidenced in the Fair Board Resolution attached to this Resolution as Exhibit C, there are no reasonable means other than the Redevelopment Agency Grant, combined with other funds available to the Fair, of financing the Project improvements available to the Fair or the community.

Finding No. 1.5: The proposed Project improvements are consistent with the Redevelopment Implementation Plan.

2. The Council consents to the Agency expending money, as set forth in the Redevelopment Grant Agreement, to assist the Fair with a grant of up to \$250,000.00 for the costs of the Project improvements.



3. The Redevelopment Grant Agreement, substantially in the form attached and presented to the Agency and Council, is approved, subject to nonmaterial changes consistent with this resolution that the Agency Executive Director approves, and the City Attorney - Ex Officio Attorney for the Agency approves as to form.

4. The Agency Executive Director is authorized and directed to execute the Redevelopment Grant Agreement for the Agency, including any such non-material changes by the Executive Director, and the City Clerk/ Ex- officio Clerk of the Agency, is authorized and directed to attest thereto, and the Executive Director is directed to place a copy of the Redevelopment Grant Agreement with the City Clerk's office.

5. The Executive Director, the Ex Officio Clerk and all other officers and employees of the Agency are further authorized and directed to execute all other documents and take all other steps necessary or appropriate to carry out the Agency's obligations under the Redevelopment Grant Agreement and to finalize and carry out the intent and purposes of the Agency Board and City Council in this Resolution.

Attachments: Exhibit A – Redevelopment Grant Agreement
 Exhibit B – Project Description
 Exhibit C – Fair Board Resolution
 Exhibit D – CEQA Categorical Exemption and Notice of Exemption



STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno and Ex Officio Clerk to the Agency, certify that the foregoing resolution was adopted by the Council and the Agency Board at a joint meeting hearing held on the 26th day of June, 2007 and that the same was passed by the following vote.

AYES : Calhoun, Dages, Duncan, Sterling, Westerlund, Xiong,
NOES : None
ABSENT : Perea
ABSTAIN : None

REBECCA E. KLISCH
City Clerk and Ex-officio Clerk
of the Redevelopment Agency

BY: Rebecca E. Klisch
~~Deputy~~

APPROVED AS TO FORM
JAMES C. SANCHEZ
City Attorney and Ex-officio Attorney
of the Redevelopment Agency

BY: James C. Sanchez
~~Deputy/Assistant/~~
Special Counsel



EXHIBIT A

REDEVELOPMENT GRANT AGREEMENT

REDEVELOPMENT GRANT AGREEMENT
(Southeast Fresno Revitalization Redevelopment Project Area)



This Grant Agreement ("Agreement") is entered into as of the Effective Date (defined in Section 1 below) between the REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic (the "Agency"), and the 21st DISTRICT AGRICULTURAL ASSOCIATION, THE BIG FRESNO FAIR, an institution of the State of California (the "Fair").

Recitals:

The parties enter this Agreement based on the following facts, understandings and intentions:

- A. Pursuant to authority granted under the Community Redevelopment Law of California (Health & Safety Code §§ 33000 *et. seq.*) (the "Law"), the Agency has the responsibility to implement the Redevelopment Plan for the Southeast Fresno Revitalization Redevelopment Project, adopted June 29, 1999, recorded August 13, 1999, of Official Records, Document No. 1999-0119351, and all subsequent amendments thereto (collectively, the "Redevelopment Plan").
- B. The Redevelopment Plan is intended to redevelop the Southeast Fresno Revitalization Redevelopment Project Area, as more particularly described in the Redevelopment Plan (the "Project Area"), in conformity with the Law by, among other things, installing, constructing or reconstructing streets, utilities and other public improvements and facilities.
- C. The Redevelopment Plan authorizes and directs the Agency to seek the aid and cooperation of other public bodies and to coordinate the Redevelopment Plan, to the extent possible, with the activities of public bodies to accomplish the purposes of redevelopment and the highest public good. In that regard, the Redevelopment Plan authorizes the Agency, as permitted by the Law, to assist financially or otherwise any public entity with the cost of public land, buildings, facilities, structures or other improvements in or outside the Project Area if the land, buildings, facilities, structures or other improvements will benefit the Southeast Fresno Revitalization Redevelopment Project.
- D. The Redevelopment Plan further authorizes the Agency to pay for, install or construct publicly-owned buildings, facilities, structures and other improvements identified in Attachment No. 4 to the Redevelopment Plan, including streetscape improvements of Kings Canyon Road and entryway improvements at selected locations along designated major streets.



- E. The Fair operates and manages property, facilities and improvements located in the Project Area on Kings Canyon Road between Butler and Chance Avenues (the "Fairgrounds") for purposes of conducting an agricultural fair and related activities authorized by the California Food & Agriculture Code. In order to improve patron safety and appearance of the portion of the Fairgrounds with frontage on Kings Canyon Road, the Fair proposes to renovate, upgrade, improve and beautify the pedestrian and vehicular entrances to the Fairgrounds along approximately 300 feet of Kings Canyon Road (the "Project"). The Project is described in more detail on Exhibit A, attached. The Project is to be constructed in two phases over a period of two years as described in Exhibit A.
- F. The estimated cost of the Project is over \$500,000.00. At its meeting on March 27, 2007, the board of directors of the Fair, by resolution (a copy of which is attached to this Agreement), has determined that the Fair can fund approximately half the cost of the Project through available cash and in-kind contributions over the two-year period, has requested that the Agency provide financial assistance to the Project by a \$250,000.00 grant (the "Agency Grant"), and has found that the Fair has no reasonable means of financing the additional cost of the Project other than the Agency Grant for the reasons stated in the resolution.
- G. The Agency and the Council of the City (the "Council") have determined that this Agreement, the Project and the Agency Grant are in the vital and best interests of the Agency and the City of Fresno (the "City") and the health, safety and welfare of City and Project Area residents, and will materially contribute to Redevelopment Plan implementation, in that completion of the Project will assist with elimination of one or more blighting conditions in the Project Area, will result in streetscape improvements and beautification along a portion of Kings Canyon Road within the Project Area as contemplated by the Redevelopment Plan and specified in Attachment No. 4 thereof, is consistent with and will help implement the Kings Canyon Master Streetscape Plan approved by the City Council and the Agency Board in May 2001, and is consistent with the implementation plan adopted for the Project Area pursuant to Section 33490 of the Law.
- H. The Agency and the Council have further found, based on the evidence and findings in the attached Fair Board resolution, that the Fair has no reasonable means of financing that portion of the cost of the Project not funded by the Fair other than the Agency Grant, as provided below.
- I. Section 33220 of the Law provides authority for the Fair to enter an agreement with the Agency to aid and cooperate in the planning, undertaking, construction or operation of redevelopment projects within the area in which the Fair is authorized to act, upon the terms and with or without consideration as the Fair determines.

THEREFORE, the Agency and the Fair agree as follows:



Agreement:

Section 1. Effective Date. This Agreement shall be effective on the date that the last party signs after the Agency Board and the City Council approve the Agreement and make the required findings.

Section 2. Fair Obligations. The Fair shall be responsible for performing and completing all aspects of the Project at its expense, except only the Agency Grant described in Section 3. The Fair's responsibilities include, but are not limited to, the following:

- 2.1 Design and Engineering.** The Fair shall design, engineer, plan and construct the Project in conformity with Exhibit A.
- 2.2 Agency Review of Project-related Items.** Solely to assure the Agency that the Project will be compatible with and implement the Kings Canyon Master Streetscape Plan described in Recital G and will further the redevelopment goals, requirements and expectations of the Redevelopment Plan, the Law and this Agreement, the Fair will submit certain Project-related items to the Agency for review and written approval. These Project-related items include, without limitation, building permits, building plans, basic concept drawings, elevation and other drawings showing architectural style, design and features and landscaping plans.

Agency review and approval shall be by the Executive Director of the Agency or the Executive Director's designee. The Agency's review will be in addition to review by any other governmental agency (e.g., the City) of Project-related matters required by any law, code, regulation or rule. The Agency will not require the Fair to take any action or inaction that conflicts with City requirements.

Any material change to Project-related items previously approved by the Agency shall be submitted to the Agency for written approval prior to any action based thereon.

- 2.3 CEQA Compliance.** The Fair has determined that the Project is categorically exempt from review under the California Environmental Quality Act ("CEQA") and the Guidelines issued under CEQA, pursuant to Section 15302 of the Guidelines. If it has not done so by the Effective Date, the Fair shall provide the Agency with a copy of the categorical exemption and the notice of exemption filed in accordance with Section 15062 of the Guidelines. The Fair shall be solely responsible for determining whether any additional studies, analysis or documents are required by CEQA or the Guidelines to complete the Project as provided in this Agreement, and shall, at its expense, prepare, process and provide the Agency copies of such other studies, analysis or documents.



- 2.4 Compliance with Laws, Etc.** The Fair will obtain all permits required by, and comply with all laws, codes, regulations and rules of, the City and other governmental agencies having jurisdiction and applicable to the Project, including without limitation applicable federal and state labor standards and environmental laws and regulations. The Fair, not the Agency or the City, is responsible for determining applicability of and compliance with all local, state, and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, the City Charter and the Fresno Municipal Code. The Agency makes no representations regarding the applicability of any such laws to the Project or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The Agency and the City shall not be liable or responsible, in law or equity, to any person for the failure to comply with any such laws, whether the Agency or the City knew or should have known of the need for the Fair to comply, or whether the Agency or the City failed to notify the Fair of the need to comply.
- 2.5 Construction Management, Inspection.** The Fair shall provide all management and inspection of construction of the Project improvements, subject to the rights of the City and other governmental agencies to inspect such improvements for compliance with applicable laws, ordinances, codes and regulations.
- 2.6 Project Completion.** The Fair shall complete each phase of the Project within the times specified in the Project Schedule, attached to this Agreement as Exhibit B. For purposes of this Agreement, each phase of the Project will be deemed "complete" when (i) a Notice of Completion has been filed pursuant to Civil Code § 3093, (ii) the Fair's project construction inspector has finally inspected that phase of the Project and determined in writing that the phase is complete and meets the Fair's plans and specifications, (iii) the City has given final inspection of that phase and determined in writing that the phase complies with all applicable laws, ordinances, codes, standards and regulations, and (iv) the Agency has inspected that phase of the Project and determined in writing that the phase has been completed in conformity with this Agreement, the Project-related items approved by the Agency (see Section 2.2), the Redevelopment Plan and the Kings Canyon Master Streetscape Plan described in Recital G.
- 2.7 Record-keeping and Accounting.** The Fair shall maintain records of contracts, labor and material costs, expenditures and obligations incurred for the Project improvements. The records shall be maintained in accordance with usual and customary business accounting standards and shall accurately reflect, in sufficient verifiable detail, how Agency Grant funds have been expended for Project improvements. The Fair shall maintain such records for at least five years after the Project is complete (see Section 2.6). The Agency shall have the right to



inspect and copy such records during the Fair's regular business hours after reasonably prior notice to the Fair. The Fair also shall furnish the Agency with such additional statements, records, data, copies and information concerning the Project in such form and at such times as the Agency may require from time to time. Within 90 days after Phase I of the Project is complete, the Fair shall prepare and deliver to the Agency a full and final accounting of all uses of Agency Grant funds disbursed to the Fair.

2.8 Insurance. Until the Project is complete (see Section 2.6), the Fair shall pay for and maintain in effect all insurance policies required hereunder with insurance companies either (i) 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; or (ii) authorized by the City's Risk Manager. Upon request by the Agency, the Fair shall provide certificates of insurance or self-insurance, as appropriate, evidencing the insurance required hereunder. The following policies of insurance are required:

2.8.1 **Commercial General Liability** insurance that includes contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

2.8.2 **Commercial Automobile Liability** insurance, endorsed for "any auto," with combined single limits of liability of not less than \$1,000,000 per occurrence.

2.8.3 **Workers' Compensation** insurance as required under the California Labor Code.

The above-described policies of insurance shall be endorsed to provide an unrestricted 30-day written notice in favor of the Agency of policy cancellation, change or reduction of coverage, except that the Workers' Compensation policy shall provide a 10-day written notice of such cancellation, change or reduction of coverage. If any policy is due to expire during the term of this Agreement, the Fair shall provide a new certificate evidencing policy renewal not less than 15 days before the expiration date of the policy. When an insurer, broker or agent issues a notice of cancellation, change or reduction in coverage, the Fair shall immediately obtain and file a certified copy of a new or renewal policy and certificates for such policy with the Agency.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the Agency, the City and their respective officers, officials, agents, employees and volunteers as additional insureds. Each



policy shall be endorsed so that the Fair's insurance is primary and no contribution is required of the Agency or the City. The Fair shall furnish the Agency with copies of the actual policies upon the request of the Agency's Executive Director, the Executive Director's designee or the City's Risk Manager.

If the Fair fails to maintain the required insurance in full force and effect, the Fair shall immediately discontinue all work under this Agreement until the Agency receives notice that the required insurance has been restored to full effect and that the premiums for the insurance have been paid for a period satisfactory to the Agency. The Fair's failure to maintain any required insurance shall be sufficient cause for the Agency to terminate this Agreement.

The Fair may satisfy the above insurance requirements through a program of self-insurance and providing the appropriate certificates of self-insurance.

If the Fair contracts or subcontracts all or any portion of the work under this Agreement, the Developer shall require each contractor and subcontractor to provide insurance protection in favor of the Fair, the Agency, the City and their respective officers, officials, employees, agents and volunteers according to the terms of each of the preceding paragraphs, except that the contractor's or subcontractor's certificates and endorsements shall be on file with the Fair and the Agency before the contractor or subcontractor begins any work.

- 2.9 Indemnification.** The Fair shall indemnify, hold harmless and defend the Agency, the City and their respective officers, officials, employees, agents and volunteers from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including, without limitation, personal injury, death at any time and property damage) incurred by the Agency, the City, the Fair or any other person, and from any claims, demands and actions in law or equity (including attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. The Fair's obligations under the preceding sentence shall apply regardless of whether the Agency, the City or any of their respective officers, officials, employees, agents or volunteers are actively or passively negligent. However, the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the Agency or any of its officers, officials, employees, agents or volunteers.

This indemnity also shall cover, without limitation the following: (i) any act, error or omission of the Fair or any of its officers, employees, contractors, subcontractors, lessees, invitees, agents or representatives in connection with this Agreement or the Project; (ii) any use of the Project improvements or the Fairgrounds by the Fair or any of its officers, employees, contractors,



subcontractors, lessees, invitees, agents or representatives, successors or assigns; (iii) the design, construction, operation or maintenance of the Project, and (iv) failure of the Fair or any of its officers, employees, contractors, subcontractors, lessees, invitees, agents or representatives to comply with any federal, state or local law, code, ordinance or regulation applicable to this Agreement or the Project.

If the Fair contracts or subcontracts any of the work to be performed under this Agreement, the Fair shall require each contractor or subcontractor to indemnify, hold harmless and defend the Agency, the City and each of their respective officers, officials, employees, agents and volunteers in accordance with the preceding paragraph.

This section shall survive termination or expiration of this Agreement and completion of the Project.

- 2.10 Project Maintenance.** The Fair shall operate, maintain and repair the Project in compliance with applicable Federal, State and local laws, ordinances, codes and regulations.

Section 3. Agency Grant. In consideration for construction and completion of the Project, the Agency shall make the Agency Grant in the amount \$250,000.00, pursuant to the Law, to pay or reimburse in part the cost of constructing Phase I of the Project. The Agency shall make available and disburse the proceeds of the Agency Grant to the Fair according to the disbursement terms, conditions, restrictions and schedule in this section. The obligation to make the Agency Grant is an indebtedness of the Agency within the meaning of Sections 33670 *et seq.* of the Law.

- 3.1 Eligible Costs.** Notwithstanding Project contract or contracts awarded by the Fair or any Project cost overruns, the Agency's obligation for funding Project costs will not exceed \$250,000.00. Eligible costs to be funded by the Agency Grant will include hard and soft costs for Phase I of the Project set forth in the Agency-approved Project budget, attached to this Agreement as Exhibit C. The Fair will be responsible for all Project costs in excess of the Agency Grant amount.
- 3.2 Disbursement Terms, Conditions, Restrictions and Schedule.** The Agency Grant shall be available and used solely to pay or reimburse eligible costs directly associated with construction of Phase I of the Project. As conditions of receiving disbursements of the Agency Grant, the Fair shall do all the following: (i) within 45 days after the date for completion of Phase I of the Project in the Project Schedule (Exhibit B), submit a written request, signed by an authorized Fair representative, to the Agency requesting reimbursement or payment of Project



costs for Phase I, together with appropriate evidence of expenditure or immediate obligation to pay, invoices and written evidence that the related work has been completed, all in form and substance satisfactory to the Agency; (ii) be in compliance with the Redevelopment Plan and all federal, state and local laws, ordinances, codes, regulations and standards applicable to the Project.

Within 10 days after the Agency's receipt and approval of the all the above items, the Agency will disburse Agency Grant proceeds to the Fair equal to the amount in the request approved by the Agency, not to exceed \$250,000.00. If Agency Grant proceeds are to be used to make payments to contractors, suppliers or other third parties, the Agency may, at its option, disburse those Agency Grant proceeds by joint checks issued to the Fair and such third party.

Disbursement in accordance with this Section 3.2 will satisfy in full all obligations of the Agency to make or disburse the Agency Grant.

3.3 Inspection and Monitoring. Authorized Agency representatives may monitor the Fair's performance under this Agreement. Monitoring may include, without limitation, inspection to confirm that construction of the Project is progressing according to the Project Schedule (Exhibit B) and other provisions of this Agreement. The Agency may defer making any disbursement of the Agency Grant (i) until it receives evidence that the Project work is being performed in conformity with this Agreement; (ii) until any event of default existing under this Agreement has been cured; or (iii) so long as any notice to withhold disbursement served on the Agency remains unsatisfied or any lien, stop notice or claim of any contractor, supplier or others relating to the Project remains or any suit on any such notice, lien or claim is pending.

The Agency shall have the right, but not the obligation, to monitor actual use of the Agency Grant proceeds from time to time, and to require the Fair to certify in writing from time to time that the Agency Grant proceeds have been used and applied as required by this Agreement. However, the Fair, not the Agency, shall be entirely responsible to ensure proper use and application of the Agency Grant proceeds.

3.4 Termination of Funding Obligation. The Agency's obligation to fund the Agency Grant will terminate on the earliest of the following: (i) termination of this Agreement as provided in Section 6; or (ii) failure of the Fair to submit a disbursement request (Section 3.2) within 45 days after the date for completion of Phase I of the Project stated in the Project Schedule (Exhibit B), unless the Agency has granted, in its sole discretion, an extension of the disbursement request submittal date.

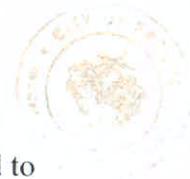
Section 4. Project Ownership; Nature of Project. The Fair shall own and assume



all risk associated with the Project improvements, except any improvements dedicated to the City or other public agency. This Agreement does not create a partnership, joint venture or any similar relationship between the Fair and the Agency. The Fair will have full power and exclusive control over the Project and the Fairgrounds, and all employees, contractors or other persons employed in connection with development, use operation or maintenance of the Project, subject only to the limitations, obligations, standards, covenants, restrictions, controls and conditions set forth in this Agreement, the Redevelopment Plan and applicable federal, state and local laws, ordinances, codes, regulations and standards, as any of them may be amended from time to time

Section 5. Default. If the Fair defaults under this Agreement, the Agency may terminate this Agreement and seek any other remedy available to it in law or equity, including but not limited to recovery of Agency Grant proceeds and other benefits received by the Fair from the Agency hereunder. Any of the following will be a default under this Agreement if the Fair fails to cure or remedy within 30 days after notice from the Agency:

- 5.1 The Fair fails to timely begin and complete the Project according to the Project Schedule (Exhibit B);
- 5.2 The Fair uses the Agency Grant proceeds for other than the reimbursement or payment of costs of constructing Phase I of the Project;
- 5.3 The Fair fails to obtain or maintain the insurance coverage required under Section 2.8;
- 5.4 The Fair fails to timely perform any other covenant or obligation on its part under this Agreement;
- 5.5 The Fair files or has filed against it a petition of bankruptcy, insolvency or any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, and such petition has not been vacated or set aside within 60 days;
- 5.6 The Fair is adjudicated bankrupt or insolvent under any present or future statute, law or regulation under federal or state law, and the judgment or decree has not been vacated or set aside within 60 days;
- 5.7 The Fair fails or is unable, or admits in writing its inability, to pay its debts as they become due, or the Fair makes an assignment for benefit of creditors;
- 5.8 A receiver, trustee or liquidator is appointed for the Fair or any substantial part of the Fair's assets and has not been removed within 60 days;
- 5.9 Any representation or warranty made by or on behalf of the Fair in connection



with this Agreement or any other agreement, instrument or documents referred to herein or hereafter submitted to the Agency or the City in connection with the construction, redevelopment, rehabilitation, use, maintenance or ownership of the Project proves at any time to have been incorrect in any material respect when made.

Section 6. Termination. This Agreement will terminate on the earliest of the following: (i) the Fair's default under this Agreement and failure to cure or remedy as provided in Section 5, and the Agency's election in writing to terminate; or (ii) complete performance by each party of its agreements, obligations and covenants hereunder. Upon any termination for default, the Agency's obligations hereunder shall terminate and the Agency will retain any undisbursed Agency Grant proceeds. The Agency also will be entitled to recover any Agency Grant proceeds that the Fair improperly expended.

Section 7. Nondiscrimination. The Fair covenants that it shall not discriminate against or segregate any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code (race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability or any other basis prohibited by California Civil Code § 51), as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, rental, transfer, use occupancy, tenure or enjoyment of the Project improvements or the Fairgrounds, nor shall the Fair itself or any person claiming under or through it establish any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendees, tenants, lessees, subtenants or sublessees in the Project improvements or the Fairgrounds.

The Fair shall provide in all conveyances, leases or subleases affecting the Project, the Fairgrounds or any part thereof or interest therein that no person shall, on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code (race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability or any other basis prohibited by California Civil Code § 51), as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, be excluded from participation in, be denied the benefits of or be subject to discrimination under any program or activity contemplated by this Agreement.

The covenants and obligations in this Section 7 shall be binding on and obligate the Fair, its officers, directors, employees and agents, any contractor or subcontractor of the Fair, and any transferees, successors and assigns of the Fair.

Section 8. Miscellaneous Provisions.

8.1 Conflict of Interests. No member, official, officer or employee of the Agency



shall have any direct or indirect interest in this Agreement or shall participate in any decision relating to this Agreement where such interest or participation is prohibited by law. No officer, employee or agent of the City who exercises any function or responsibility concerning the planning and carrying out of the Project, or any other person who exercises any function or responsibility concerning any aspect of this Agreement or the Project, shall have any personal financial interest, direct or indirect, in this Agreement or the Project.

- 8.2 Agency Approvals and Actions.** Whenever this Agreement requires or permits Agency action or approval, the Executive Director of the Agency or her designee is authorized to act for the Agency unless the Agreement, applicable law or Agency bylaws, resolutions or adopted procedures provide otherwise.
- 8.3 Nonliability of Agency Officials, Employees and Agents.** No member, official, officer, employee or agent of the Agency shall be personally liable to the Fair, or any successor in interest, for any default or breach by the Agency.
- 8.4 Relationship of the Parties.** The Fair is acting independently in pursuing and completing the Project. Nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as creating a partnership, joint venture, agency, employment relationship or similar relationship between the Agency and the Fair or any of the Fair's contractors, subcontractors, employees, agents, representatives, transferees, successors-in-interest or assigns. Nothing in this Agreement establishes a principal and agent relationship between the parties. Except for the Agency Grant, the Fair shall bear all costs and expenses for the Project.
- 8.5 Assignment.** This Agreement is personal to the Fair. The Fair shall not assign or delegate its rights or obligations under this Agreement without the prior written consent of the Agency. If the Fair attempts any assignment or delegation without Agency prior written consent, the assignment shall be void.
- 8.6 Notice, Demands and Communication.** Notices, demands and communications between the Agency and the Fair shall be given as follows: (i) personal delivery, or (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) by facsimile via a machine that issues a confirmation showing the date and time of transmission, and the office name and number to which the transmission was made, or (iv) by registered or certified mail, return receipt requested, postage prepaid, addressed to the Agency or the Fair as follows:

AGENCY:

Redevelopment Agency of the City of Fresno



Attention: Executive Director
2344 Tulare Street, Suite 200
Fresno CA 93721

Facsimile No.: (559) 498-1870

FAIR:

21st District Agricultural Association, The Big Fresno Fair
Attention: John C. Alkire, Chief Executive Officer
1121 South Chance Avenue
Fresno, CA 93702-3707

Facsimile No.: (559) 650-3226

Either party may change its address by notice given according to this subsection.

- 8.7 Waiver.** Either party's waiver of the other's breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No provision of this Agreement may be waived except in a writing signed by both parties. Waiver of any provision shall not be deemed to be a waiver of any other provision herein or a waiver of the same provision under any other circumstances.
- 8.8 Governing Law.** This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined, according to California law.
- 8.9 Headings.** All headings are for convenience only, are not a part of this Agreement, and are not to be used in construing this Agreement.
- 8.10 Entire Agreement.** This Agreement, including the exhibits, is the entire understanding and agreement of the parties. All prior discussions, understandings and oral and written agreements are superseded by this Agreement. Should the terms of any exhibit conflict with the body of this Agreement, the body of this Agreement shall govern.
- 8.11 Binding on Successors, Etc.** This Agreement shall bind and inure to the benefit of the successors in interest, personal representatives and assigns of each party, subject to the limitation on transfer and assignment in this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, representative or assign of the party who has acquired an interest in compliance with the terms of this Agreement or under law.



- 8.12 Interpretation.** This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but by construing the terms according to their generally accepted meaning, considering the objective of the Agreement.
- 8.13 Amendment; Modification.** This Agreement shall not be amended or modified except by written instrument duly approved as required by law and executed by authorized representatives of the parties.
- 8.14 Number and Gender.** Masculine, feminine or gender neutral terms and singular or plural numbers will include others when the context so indicates.
- 8.15 Attorneys' Fees.** If either party initiates or defends litigation or any legal proceeding regarding this Agreement, the Project or the Agency Grant, the prevailing party in such litigation or proceeding, in addition to any other relief that may be granted, shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
- 8.16 Exhibits.** Each exhibit referred to in this Agreement is, by that reference, incorporated in and made part of this Agreement for all purposes.
- 8.18 Further Assurances.** Each party will take any further acts and will sign and deliver any further instruments required to carry out the intent and purposes of this Agreement.
- 8.19 Partial Invalidity.** If any part of this Agreement is held to be invalid, void or unenforceable in any legal, equitable or arbitration proceeding, the remainder of the Agreement shall continue in effect, unless not giving effect to the invalid or unenforceable part would prevent effecting the redevelopment purposes of the Project and this Agreement.
- 8.20 Survival of Provisions.** Each indemnification provision and each other provision in this Agreement that by its express terms or nature is a continuing obligation shall survive the termination of this Agreement.
- 8.21 Counterparts.** This Agreement may be executed in counterparts. Executed counterparts, taken together, shall constitute only one Agreement.

The Agency and the Fair acknowledge and represent that this Agreement has been executed by their respective duly authorized representative(s) on the dates set forth below.



**21st DISTRICT AGRICULTURAL
ASSOCIATION, THE BIG
FRESNO FAIR**

**REDEVELOPMENT AGENCY OF
THE CITY OF FRESNO**

By _____

By _____

Name _____

Marlene Murphey
Executive Director

Title _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
JAMES C. SANCHEZ
Ex Officio Attorney

ATTEST:
REBECCA E. KLISCH
Ex Officio Clerk

By _____

Deputy/Assistant/
Special Counsel

By _____

Deputy



EXHIBIT A
PROJECT DESCRIPTION



PROJECT DESCRIPTION EXHIBIT

2007/2008 Kings Canyon Boulevard Kings Canyon Boulevard (Kings Canyon Gate and Infield Tunnel Entry)

In 2007, Fair Management of The Big Fresno Fair intends, with the assistance of the City of Fresno Redevelopment Agency, to demolish, re-engineer and rebuild the Kings Canyon Pedestrian Entry and Kings Canyon Vehicular Entry to the Fairgrounds. Both points of entry are located on the south side of Kings Canyon Boulevard between Chance and Maple Avenues.

Fair Management and the Fresno Police Department have identified serious pedestrian safety issues as they relate to ingress and egress from the grounds on Kings Canyon Boulevard. In addition, the overall structure and aesthetic relevance of both locations have diminished greatly and contribute to blight in southeast Fresno.

The lineal footage of the project area is approximately 300 feet. The current pedestrian walk-through structures and vehicular entry will be demolished. New structures will be engineered for enhanced patron safety and overall aesthetic appeal.

The project will be phased over two years, 2007 and 2008. In Phase I (2007), all structures will be demolished and new vehicular entry way will be created. Following an ingress/egress survey in 2007 of the temporary pedestrian entry, a permanent pedestrian entry will be completed in Phase II (2008).

Labor on the project will be completed by the maintenance staff at The Big Fresno Fair. All maintenance staff are permanent, civil service employees of the State of California.

Fair Management intends to support the project with matching funds in the form of direct Fair expenditures and corporate donations in both cash and in-kind values.



KINGS CANYON AVENUE

TOTAL FAIRGROUND
165 ACRES

COUNTY
EMPLOYEE
PARKING
GATES

KINGS CANYON
PEDESTRIAN ENTRANCE
(GATE 6A)

GATE 6B

CARNIVAL AREA

CHANCE AVENUE

HOME ARTS
BUILDING

INDUSTRY
COMMERCE
BUILDING

CARNIVAL AREA

AGRICULTURE
BUILDING
FLORICULTURE

PAVILION
AREA

GATE 4A

COMMERCE
BUILDING

FINE ARTS &
PHOTOGRAPHY

COUNTY BANK
PEDESTRIAN ENTRANCE
(GATE 4)

DIRECTOR'S
HALL

PAUL PAUL
AMPHITHEATER

BRIAN I TATARIAN
GRANDSTAND

CANTINA

PADDOCK
AREA

ADMINISTRATION
BUILDING

PARK
AREA

GEM &
MINERAL

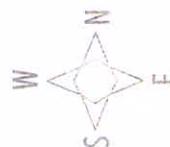
RACE TRACK

TOTE BOARD

INFIELD
PEDESTRIAN
TUNNEL



TUNNEL



INFIELD
EXHIBIT
AREA

GATE 2

FUR &
FEATHERS

ANIMAL
BIRTHING
CENTER

LIVESTOCK
BARN

PEDESTRIAN
TUNNEL

BUTLER
PEDESTRIAN ENTRANCE
(GATE 1)

NEW
EXHIBITS

KID'S
TOWN

JR.
EXHIBITS
BUILDING

GATE 7

TUNNEL

MAINTENANCE DEPT.

GATE 8

BUTLER AVENUE

MAPLE AVENUE

TROLLER GATE



EXHIBIT B
PROJECT SCHEDULE



PHASE I - SCHEDULE (2007)

January 1 – February 28	Demolition of structures
March 1 – April 30	General Site Preparation
May 1 – June 30	Refined Site Preparation, Plumbing, Electrical
July 1 – July 31	Punch List
August 1 – September 30	Erect Permanent Vehicular Structure (add landscape) and Temporary Pedestrian Structure

PHASE II – SCHEDULE (2008)

January 1 – February 28	Finalize Plans for Permanent Pedestrian Structure
March 1 – April 30	General Site Preparation
May 1 – June 30	Refined Site Preparation, Plumbing, Electrical
July 1 – September 30	Erect Structure (add landscape)



EXHIBIT C
PROJECT BUDGET

2007 Fresno Fairgrounds Kings Canyon Improvements



Kings Canyon Gate Demo

Category	Cost
Dumpsters and Hauling Fees	\$ 4,350
Demolition of Ticket Booths Area	\$ 2,650
Asphalt Replaced	\$ 3,110
Fence Rental	\$ 3,200
Equipment Rental	\$ 7,100
Electrical & Water	\$ 565
Backfill & Sand	\$ 3,250
Labor	\$ 8,500
	\$ 32,725

Kings Canyon Gate New Entrance

Category	Cost
Building Structure	\$ 110,000
Rock Floor	\$ 47,500
Ticket Booths (4)	\$ 25,000
Electrical & Water	\$ 6,200
Landscaping "Tropical"	\$ 32,600
Rock Entry, Waterfalls, Pools, Block Planters	\$ 22,000
Drawing & Engineering	\$ 8,000
Labor	\$ 28,000
	\$ 279,300

Grandstand Reproduction Parking Entrance

Category	Cost
Daniel's Woodland Grandstand Reproduction	\$ 150,000
Demo Area	\$ 5,800
Drawings & Engineering	\$ 3,000
Landscaping	\$ 6,250
Electrical & Water	\$ 2,600
Asphalt	\$ 15,000
Gate on Kings Canyon	\$ 55,000
Foundation & Supports	\$ 15,500
	\$ 253,150

TOTAL \$ 565,175



EXHIBIT B
PROJECT DESCRIPTION



March 13, 2007

Submitted by: The Big Fresno Fair
Submitted to: The City of Fresno Redevelopment Agency
2007/2008 Kings Canyon Blvd. Project Description
Kings Canyon Blvd (Kings Canyon Gate and Infield Tunnel Entry)

Project Description

In 2007, management of The Big Fresno Fair intends, with the assistance of The City of Fresno Redevelopment Agency to demolish, re-engineer and rebuild the Kings Canyon Pedestrian Entry and Kings Canyon Vehicular entry to the fairgrounds. Both points of entry are located on the south side of Kings Canyon Blvd. between Chance Avenue and Maple.

Fair management and the Fresno Police Department have identified serious pedestrian safety issues as they relate to ingress and egress from the grounds on Kings Canyon Blvd. In addition, the overall structure and aesthetic relevance of both locations have diminished greatly and contribute to blight in southeast Fresno.

The lineal footage of the project area is approximately 300 feet. The current pedestrian walk-through structures and vehicular entry will be demolished (please see attached photos). New structures will be engineered for enhanced patron safety and overall aesthetic appeal (please see attached renderings).

The project will be phased over two years, 2007 and 2008. In Phase I (2007), all structures will be demolished and new Vehicular entry way (Exhibit A) will be created. Following an ingress/egress survey in 2007 of the temporary pedestrian entry, a permanent pedestrian entry (Exhibit B) will be completed in Phase II (2008).

Labor on the project will be completed by the maintenance staff at The Big Fresno Fair. All maintenance staff are permanent, civil service employees of the State of California.

Fair Management intends to support the project with matching funds in the form of direct Fair expenditures, corporate donations in both cash and in-kind values.



KINGS CANYON AVENUE

TOTAL FAIRGROUND
165 ACRES

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EMPLOYEE
PARKING
GATE 5

KINGS CANYON
PEDESTRIAN ENTRANCE
(GATE 6A)

GATE 6B

CARNIVAL AREA

CHANCE AVENUE

HOME ARTS
BUILDING

INDUSTRY
COMMERCE
BUILDING

CARNIVAL AREA

AGRICULTURE
BUILDING

PAVILION
AREA

FLORICULTURE
COMMERCE
BUILDING

FINE ARTS &
PHOTOGRAPHY

COUNTY BANK
PEDESTRIAN ENTRANCE
(GATE 4)

DIRECTORS
HALL

PAUL PAUL
AMPHITHEATER

BRIAN I TATARIAN
GRANDSTAND

CANTINA

PARK
AREA

PADDOCK
AREA

ADMINISTRATION
BUILDING

GEN &
MINERAL
AREA

GATE 2

FUR &
FEATHERS

ANIMAL
BIRTHING
CENTER

NEW
EXHIBITS

LIVESTOCK
BARN

KID'S
TOWN

TROLLEY GATE

PEDESTRIAN
TUNNEL

BUTLER
PEDESTRIAN ENTRANCE
(GATE 1)

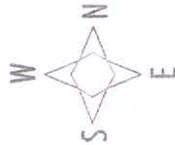
JR.
EXHIBITS
BUILDING

RACE TRACK

TOTE BOARD

INFIELD
PEDESTRIAN
TUNNEL

TUNNEL



INFIELD
EXHIBIT
AREA

GATE 7

MAINTENANCE DEPT.

GATE 8

BUTLER AVENUE

MAPLE AVENUE



2007 Fresno Fairgrounds Kings Canyon Improvements

Phase I Kings Canyon Gate Demo

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Asphalt Replaced	\$ 3,110
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	<hr/>
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Phase 1 Grandstand Reproduction Parking Entrance

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Asphalt	\$ 15,000
Gate on Kings Canyon	\$ 55,000
Foundation & Supports	\$ 15,500
	<hr/>
	\$ 253,150

Phase II Kings Canyon Gate New Entrance

Category	Cost
Building Structure	\$ 110,000
Rock Floor	\$ 47,500
Ticket Booths (4)	\$ 25,000
Electrical & Water	\$ 6,200
Landscaping "Tropical"	\$ 32,600
Rock Entry, Waterfalls, Pools, Block Planters	\$ 22,000
Drawing & Engineering	\$ 8,000
Labor	\$ 28,000
	<hr/>
	\$ 279,300

TOTAL \$ 565,175



EXHIBIT C
FAIR BOARD RESOLUTION



BOARD OF DIRECTORS
21ST DISTRICT AGRICULTURAL ASSOCIATION

RESOLUTION
BEAUTIFY, UPGRADE, AND IMPROVE KINGS CANYON FRONTAGE

WHEREAS, in an effort to beautify, upgrade, and improve patron safety for the portion of the grounds of the Big Fresno Fair with Kings Canyon Boulevard frontage, the Board of Directors of The Big Fresno Fair and Fair Management are seeking financial support from the City of Fresno Redevelopment Agency to upgrade and beautify the pedestrian and vehicular entrances on Kings Canyon Boulevard. The project is further described in the attached exhibit. The Board and Fair Management believe this project is in harmony with the Redevelopment Agency's Kings Canyon Master Plan and the Redevelopment Plan for the Southeast Fresno Revitalization Redevelopment Project.

WHEREAS, in order to complete the entire project in a timely fashion (2 years), the estimated budget for the project exceeds \$500,000. The Fair has the capability to cover one half of the project costs through cash and in-kind contributions and the funds will be budgeted over two years, 2007 and 2008. Unfortunately, it is not feasible for the Fair to fund the entire project based on timing and other budget priorities, such as ADA compliance projects, alternative energy/solar project, and irrigation and major asphalt resurfacing projects. Nor is it reasonable for the Fair to fund the entire project with a drawn-out financing plan, since this will increase the cost of the project and extend time of completion.

NOW, THEREFORE, be it resolved that at the 21st District Agricultural Association's Board of Directors Meeting on March 27, 2007, a motion was made by Director Der Manouel, seconded by Director Serpa to approve the following:

1. The Board of Directors and Fair Management request that the City of Fresno Redevelopment Agency provide financial assistance for the project in the form of a \$250,000 grant to provide the additional funding necessary to complete the entire project in a timely and efficient fashion and to help implement the Agency's Kings Canyon Master Plan.
2. For the reasons stated in the above recitals, the Fair has no reasonable means of financing the additional costs of the project other than through such financial assistance from the Agency.

CERTIFIED TO BE A TRUE COPY



John C. Alkire, Chief Executive Officer
21st DAA, The Big Fresno Fair

3/27/07
Date



1121 S. Chance Avenue, Fresno, California 93702-3707
559 650-3247 • FAX 559 650-3226 • www.fresnofair.com

An Equal Opportunity Employer





EXHIBIT D

CEQA CATEGORICAL EXEMPTION AND NOTICE OF EXEMPTION

Notice of Exemption

Appendix E

To: ■ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95815

From: (Public Agency) 21st District Agricultural District
(State of California)
Fresno Fairgrounds
Kings Canyon Road

■ County Clerk
County of Fresno



Project Title: Big Fresno Fair Improvements, Environmental Assessment No. FF-2007-01

Project Location – Specific: 1121 S. Chance, Fresno, CA 93702

Project Location – City: Fresno, California Project Location – County: Fresno

Description of Nature, Purpose, and Beneficiaries of Project: The Big Fresno Fair proposes the demolition and reconstruction of a temporary, then a permanent, Pedestrian and Vehicular Entrance for the Big Fresno Fair. New structures will be engineered for enhanced patron safety and overall aesthetic appeal. The project will be phased over two years. In Phase I (2007) all structures will be demolished and new vehicular entry will be created. Following an ingress/egress survey in 2007 of the temporary pedestrian entry, a permanent entry will be completed in Phase II (2008).

Name of Public Agency Approving Project: 21st District Agricultural District

Name of Person or Agency Carrying Out Project: 21st District Agricultural District

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a);
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c);
- Categorical Exemption. State type and section number: Class 2; Section 15302.
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 2 projects consist of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The Pedestrian and Vehicular Entrance will be demolished and then reconstructed in the same area. The Pedestrian Entrance will be constructed to provide safety for pedestrians entering the Big Fresno Fair and the Vehicular Entrance will be aesthetically appealing to residents in the City of Fresno and surrounding area.

Lead Agency

Contact Person: John C. Alkire Area Code/Telephone Extension: 559-650-3215

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: June 14, 2007 Title: Chief Executive Officer