

**MEMORANDUM  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors

Date: November 17, 2015

From: Ken Grehm, Director of Public Works and Facilities  
By: Mark Rideout, Deputy Director

Subject: 10:30AM / Property Management / Operating Agreement and Loan Agreement  
Amendments / Placer County Fair Association / Placer County Fairgrounds

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**ACTION REQUESTED**

Receive an update on the Placer County Fairgrounds from the Fairgrounds Revitalization Committee, and provide direction on future Committee responsibilities.

Approve the Fifth Amendment to the Operating Agreement with the Placer County Fair Association for the Placer County Fairgrounds at 800 All America City Boulevard in Roseville.

Approve the First Amendment to the Loan Agreement with the Placer County Fair Association for the Placer County Fairgrounds at 800 All America City Boulevard in Roseville.

Approve a Budget Revision to create the new Project No. 04969 Fairgrounds Repair in the Capital Projects fund, and shift \$200,000 from the Miscellaneous County Buildings Projects account 4907 to the Fairgrounds Repair project account No. 04969.

**BACKGROUND**

In follow up to the September 15, 2015 discussion with your Board about the Placer County Fairgrounds in Roseville (Fairgrounds), Property Management provided written notice to the Placer County Fair Association (PCFA) that it may contract for 2016 Fairgrounds events pursuant to the County-PCFA Contract No. 11520 (Agreement). Staff subsequently met with PCFA to discuss maintenance and operations, the 2016 Placer County Fair at the Fairgrounds, and PCFA's continued licensing for interim events while the County evaluates options for a new operator. The Fairgrounds Revitalization Committee (FRC) continues to have productive meetings, and a representative will provide an update for your Board.

To achieve operational efficiencies and provide certainty for community partners, the County and PCFA negotiated a Fifth Amendment to the Agreement (Amendment 5), which more clearly defines contracting procedures and focuses PCFA's mission on producing the 2016 Placer County Fair. The terms include a 3-year extension of the Agreement Term to December 31, 2018, a 90-day Early Termination provision that can be exercised by either party, and PCFA's authority to enter into contracts through 2018 so long as they contain the same Early Termination provision. Many provisions of the previously-amended Agreement remain unchanged, including those that provide for prompt and efficient assignment of PCFA's Fairgrounds operations, agreements, and rights to a New Operator if/when selected by County.

On February 24, 2015, your Board approved a Loan Agreement for up to \$100,000 to bridge PCFA's seasonal cash flow shortfalls. As reported to your Board in September, PCFA has borrowed and then repaid \$30,000 of this amount. With revenues falling below projections, it may need to borrow from the County again. To provide for continued operations of the Fairgrounds during seasonal periods of reduced income, staff negotiated a First Amendment to the Loan Agreement that defers repayment to Agreement expiration (December 31, 2018), assignment, or termination.

Following your Board's September 15, 2015 discussion about potential County investment in the Fairgrounds, staff met with PCFA and toured the site to evaluate deferred maintenance, capital improvement, and revenue generation needs. Attachment 3 includes projects and estimates from PCFA and the RCH Fairgrounds Assessment, which would support ongoing operations, the 2016 Fair, and provide future opportunities. Through its site review and evaluation of this list, County Building Maintenance concurs there is a significant near-term capital cost to operate the facility. As previously reported, PCFA lacks the financial resources to address many of these items. As a result, staff presents this information to begin a dialogue about Fairgrounds needs and potential County investment.

With your direction, Property Management will continue working with PCFA to understand these projects and evaluate the revenue generation history of individual Fairgrounds buildings. Building Maintenance is installing an electrical metering device at the Speedway, which will help the County understand operating costs. Staff is exploring how the Northern California Construction Training (NCCT) component of Probation's Placer Re-Entry program can provide assistance through its construction training program, and is evaluating how County professional and construction staff can provide additional support. Members of the FRC recently expressed the desire to begin focusing on long-term solutions, which may include a Fairgrounds relocation project that could take 5-10 years. However, some level of repair is required to bridge this period, regardless of whether PCFA or a new operator manages the Fairgrounds.

Staff recommends any County financial investment in the Fairgrounds be used for physical improvements, and the County/PCFA Loan Agreement fund operational expenses. Additionally, staff recommends any of the Speedway projects shown on Attachment 3 follow a net income analysis for the 2016 racing season, scheduled to conclude next fall. With your Board's approval of these principles, and staff's initial evaluation of the project list, we recommend a County investment of \$200,000 in Fiscal Year 2015-16. Of this amount, \$70,000 would be committed to repair the Johnson Hall range hood and install electrical metering devices. To allocate the remaining funds, staff would return to your Board following evaluation by the Capital Improvements Division and cost allocation and revenue generation analyses by the FRC and staff. In order to proceed with this work, staff recommends your Board create a new Capital Project and approve a Budget Revision to shift \$200,000 in funding from Project No. 4907 – Miscellaneous County Buildings Projects account to Project No. 04969 – Fairgrounds Repair.

### **ENVIRONMENTAL CLEARANCE**

Amendment of the PCFA Operating and Funding Agreements are Categorically Exempt from review pursuant to Section 15301 of the California Environmental Quality Act. This section provides for activities, including leasing of existing facilities, where there is no expansion of use beyond that previously existing.

### **FISCAL IMPACT**

Any costs associated with proposed extension of the Operating Agreement and Loan Agreement can be absorbed into the existing budget, and existing rental and sublease revenue will continue to accrue to PCFA at this time. Proposed extension of the Loan Agreement makes repayment coincide with Operating Agreement, and does not affect the original \$100,000 maximum loan amount.

To fund Fairgrounds repairs, Staff recommends creation of a new Capital Project No. 04969, Fairgrounds Repair, and approval of a Budget Revision to transfer \$200,000 from the Miscellaneous County Buildings Projects account 04907. Staff costs to implement these recommendations can be absorbed into established budgets.

AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARD'S OFFICE:

OPERATING AGREEMENT, CONTRACT NUMBER 11520 INCLUDING AMENDMENTS 1, 2, 3, AND 4.  
LOAN AGREEMENT

ATTACHMENT 1: OPERATING AGREEMENT AMENDMENT 5  
ATTACHMENT 2: LOAN AGREEMENT AMENDMENT 1  
ATTACHMENT 3: FAIRGROUNDS PROJECTS  
ATTACHMENT 4: BUDGET REVISION

**Contract Number: 11520**

**Administering Agency: County of Placer, Public Works and Facilities Department  
Property Management Division**

**Contract Description: FIFTH AMENDMENT TO OPERATING AGREEMENT  
BETWEEN THE COUNTY OF PLACER AND THE PLACER  
COUNTY FAIR ASSOCIATION**

This Fifth Amendment to Operating Agreement ("Fifth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between the County of Placer, a political subdivision of the State of California, (hereinafter "County"), and the Placer County Fair Association, a non-profit corporation (hereinafter "Association").

#### RECITALS

WHEREAS, County and Association entered into that certain "Agreement Between the County of Placer and the Placer County Fair Association" ("Original Agreement") dated January 1, 2002 covering operations of the Placer County Fairgrounds, located at 800 All America City Boulevard in Roseville ("Fairgrounds"), the annual Placer County Fair ("Fair"), and related activities including operation of motorized racing events; and,

WHEREAS, the Original Agreement contains in Section 4 an annual renewal provision stating that the agreement remains in effect unless either party serves a notice of non-renewal on or before February 15 of each year; and,

WHEREAS, County and Association entered into that certain "First Amendment to Operating Agreement Between the County of Placer and the Placer County Fair Association" ("First Amendment") dated April 24, 2012, which changed the notice of non-renewal date to July 15 of each year; and,

WHEREAS, County and Association entered into that certain "Second Amendment to Operating Agreement Between the County of Placer and the Placer County Fair Association" ("Second Amendment") dated June 17, 2014, which changed the notice of non-renewal date to August 15 or September 15 of each year; and,

WHEREAS, County and Association entered into that certain "Third Amendment to Operating Agreement Between the County of Placer and the Placer County Fair Association" ("Third Amendment") dated September 9, 2014, which changed the notice of non-renewal date to October 24 of each year; and,

WHEREAS, County conducted an assessment of the Fair and Fairgrounds, which recommends solicitation for a new operator to manage and invest in the Fairgrounds ("New Operator"); and,

WHEREAS, County and Association entered into that certain "Fourth Amendment to Operating Agreement Between the County of Placer and the Placer County Fair Association" ("Fourth Amendment") dated October 21, 2014, which specifies provisions for the prompt and efficient assignment of Association's Fairgrounds operations and agreement rights, as amended, to the New Operator; and,

WHEREAS, County and Association desire to enter into a Fifth Amendment to the Operating Agreement that will achieve operational efficiencies and provide certainty for community partners, through focusing the Association's mission and authorizing its production of the 2016 Placer County Fair and contracting for interim events through 2018, while continuing to provide for the prompt and efficient assignment of Association's Fairgrounds operations and agreement rights, as amended, to the New Operator.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the County and the Association hereby mutually agree as follows:

**AGREEMENT**

1. Section 4 of the Original Agreement, as amended through the Third Amendment, is hereby amended and restated in its entirety as follows:

"4. Term

- a. Term: The COUNTY hereby contracts with ASSOCIATION under Government Code 25905 to manage and use, and to operate and conduct said Fair and Fairgrounds for the period commencing January 1, 2002, and ending December 31, 2018 subject to the provisions of this Agreement (hereinafter "Term").
- b. Continuation: If ASSOCIATION has complied with requirements of this Agreement throughout the Term, then following expiration of the Term such Agreement shall remain in effect unless either party, on or before October 31 of each year, serves written notice of non-renewal on the other Party, in which case this Agreement shall terminate on December 31 of the year in which the notice of non-renewal is served.
- c. Termination for Cause: Nothing herein shall prohibit either PARTY from terminating this Agreement immediately for material breach of any term of this Agreement.
- d. Early Termination: This Agreement may be terminated at the sole discretion of either PARTY upon ninety (90) days written notice (Early Termination)."

2. Section 5 of the Original Agreement, as amended through the Third Amendment, is hereby amended and restated in its entirety as follows:

"5. Fairgrounds Use

- a. Association Use: The ASSOCIATION will, subject to the laws of the State of California and County of Placer, manage and use said Fair and Fairgrounds, and operate and conduct said Fair within the limits and provisions of this Agreement to the end that said Fair shall be conducted in accordance with the highest and best standards for the benefits of the COUNTY and the State of California.
- b. County Use: COUNTY may use, lease, or license portions of the Fairgrounds to third-party entities for their use. Prior to COUNTY taking such actions, COUNTY shall discuss such use with ASSOCIATION and endeavour to minimize any conflict with ASSOCIATION operations and ASSOCIATION use of the Fairgrounds.

- c. Facility Modification or Construction: To discharge its responsibility to manage and use the Fairgrounds, ASSOCIATION may undertake improvements, which are beyond maintenance of Fairgrounds buildings or grounds (Facility Modification or Construction). ASSOCIATION and COUNTY shall develop a routine process that includes ASSOCIATION's provision of a Description of Work, COUNTY Review, COUNTY Conditions (if required), and ASSOCIATION securing other regulatory permits.
    - i. Facility Approval – COUNTY "Facility Approval" is required in the following circumstances where ASSOCIATION proposes to modify or construct facilities on the Fairgrounds, and any such approval may include COUNTY conditions. Where required by COUNTY, Facility Approval shall be secured in writing from COUNTY before commencing work.
      - 1. Change Use - Change to historical or customary use of a facility (e.g. intermittent-use barn changed to long-term horse stall rental, exhibit hall changed to dog boarding).
      - 2. Modify Existing Facility - Capital Renovation of existing building or grounds improvements.
      - 3. Construct New Improvements - Building Improvements (e.g. capital improvements to existing building, or construct new building), or Site Improvements (e.g. paving)
  - d. Compliance with Laws – Pursuant to Operating Agreement, Section 5, the Association shall comply with laws of the State of California and the County of Placer, including but not limited to the current edition of the California Building Standards Code and Title 24 of the California Code of Regulations, as adopted by the County of Placer.
  - e. ASSOCIATION will observe all County policies that generally control the use of County facilities. Unless otherwise directed by COUNTY, ASSOCIATION shall follow the requirements of the Placer County Zoning Ordinance as it may pertain to the planning, approval, construction or modification of facilities located within said Fairgrounds.
    - i. Land Use Review Process – The Director of Public Works and Facilities, or designee, shall evaluate the Description of Work and determine the appropriate land use review process if any. Unless otherwise directed by the Director of Public Works and Facilities, or designee, Association shall follow the land use planning and development regulations of Placer County, which may include a Conditional Use Permit or other land-use entitlement.
3. Operating Agreement Section 13 is hereby amended and restated in its entirety as follows:
- "13. Fairgrounds Contracts**
- a. Term Agreements: This type of facility use agreement can utilize existing or may require new physical improvements; and include licenses, or other facility-use contracts whose duration is longer than fourteen (14) days (Term Agreements).

- b. Interim Agreements: This type of facility use agreement utilizes existing physical improvements (buildings, grounds, parking) and includes events, licenses, or other facility-use contracts whose duration is shorter than fourteen (14) days (Interim Agreements).
- c. Association Approval: All Association Contracts for use of the Fairgrounds including leases, licenses or other agreements shall have the approval of a quorum of Association's Directors. Such approval shall be recorded in the Association's Minutes.
- d. County Approval: The following activities and agreements shall also require County's prior written approval, by the Director of Public Works and Facilities or designee, which may be withheld for any reason. County may condition such approval with specific requirements including but not limited to contract duration and physical configuration. ASSOCIATION and COUNTY shall develop a routine process that includes a Standard Application Form, County Review, Conditions by County (if required), Standard Contract executed by ASSOCIATION.
  - i. Any Term Agreement, including rental of buildings or grounds, having a term exceeding fourteen (14) days.
  - ii. Contracts in excess of Ten Thousand and no/100 Dollars (\$10,000.00) in gross revenue and/or value as determined by the COUNTY.
  - iii. Facility modification or construction projects where a Building Permit is required by law. At discretion of COUNTY, the development of new and permanent capital improvement projects may require a separate agreement between the Parties.
  - iv. Change to the existing uses of facilities, buildings, or grounds.
  - v. Contracts authorizing the conducting of motorized racing events of a seasonal or extended duration issued to promoters in lieu of the Association's direct operation of such motorized racing.
  - vi. Any event attended by more than eight thousand (8,000) people at one time and/or for which more than eight thousand (8,000) tickets or other forms of entry are sold and/or distributed. To ensure adequate consideration and appropriate coordination, COUNTY requires that ASSOCIATION submit its application to COUNTY a minimum of three (3) months in advance.
- e. Cancellation: All contracts, leases, licenses or other agreements shall contain a ninety (90) day cancellation without-cause clause, and such cancellation shall unless otherwise directed by COUNTY be automatically invoked simultaneous with any COUNTY notice of Early Termination.
  - i. Any contract authorizing the conducting of motorized racing events of a seasonal or extended duration issued to promoters in lieu of the Association's direct operation of such motorized racing shall contain a thirty (30) day cancellation without-cause clause, which COUNTY may invoke at any time.

- f. Existing Term Agreements
- i. ASSOCIATION has indicated that the Term Agreement with Callson Manor LLC, Lease Number: L-15-01, at the Bottom Maintenance Yard 200 Corporation Yard Road, Roseville, CA expires on 12/31/15, and Tenant's property shall be removed from premises prior to expiration.
  - ii. ASSOCIATION warrants and represents that the Term Agreement with H&L Towing, Agreement #2015-S-08, at 800 All America City Boulevard, Roseville CA has terminated on 10/26/15 and Tenant's property has been removed from premises. This Term Agreement may not be renewed, and ASSOCIATION shall not lease or otherwise provide access to this location for any new Term Agreement.
  - iii. Assignment – Upon receipt of written notice from COUNTY, ASSOCIATION shall assign any of the following existing Term Agreements to COUNTY, and the users shall thereafter pay all rent and utility charges to COUNTY. Prior to COUNTY delivery notice pursuant to this provision, the Parties shall meet to negotiate allocation of rent and utility charges.
    1. Roseville Community Preschool, Lease Number: L-06-002, at 50 Corporation Yard Road, Roseville, CA.
    2. Roseville Community School, Lease Number: RCS 9/1/2010-1/1/2013, at 50 Corporation Yard Road, Roseville, CA.
    3. Roseville Rock Rolers Gem and Mineral Society, Lease Number: L-06-003, at Lot B Clubhouse Space 800 All America City Boulevard, Roseville, CA.
    4. Speedworld Racing, Lease Number L-06-001, at Bull Pen Parking Facility 800 All America City Boulevard, Roseville, CA."
4. Operating Agreement Amendment 4, Section 23.c shall be replaced in its entirety with the following:  
"23.c. Contracting Authority: The Association shall not enter into any contracts, leases, licenses or other agreements which extend beyond December 31, 2018, without prior written consent of County."
5. Operating Agreement Amendment 4, Section 23.h shall be replaced in its entirety with the following:  
"23.h. Placer County Fair: County and Association agree that regardless of the Assignment Notice Date the Association shall be allowed to, and shall, plan for, manage and conduct the 2016 Placer County Fair, and the Placer County Fair in any subsequent calendar year upon written consent of COUNTY."
6. Section 24 is hereby added to the Original Agreement, which Section 24 shall read in its entirety as follows:  
"24. Western Fairs Association Membership: Throughout the Term of this Agreement, or any extension thereof, ASSOCIATION shall hold and maintain membership in good standing with the Western Fairs Association, Inc. of Sacramento, CA, and provide written evidence of same to COUNTY."
7. In all other respects not directly addressed by this Fifth Amendment, the Original Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment on the dates set forth below.

**COUNTY OF PLACER**

By: \_\_\_\_\_  
Chair  
Placer County Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
COUNTY COUNSEL

Date: \_\_\_\_\_

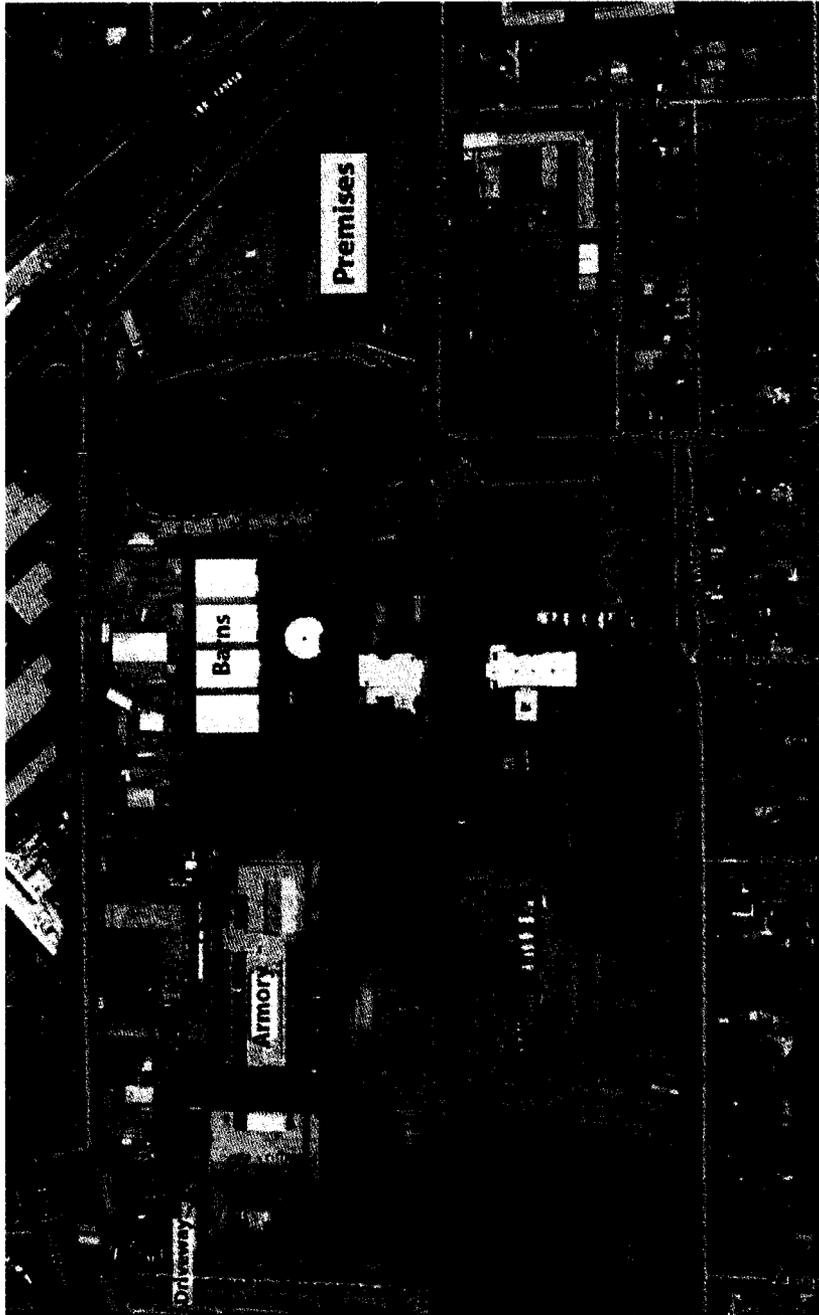
**PLACER COUNTY FAIR ASSOCIATION**

By: \_\_\_\_\_  
Greg Hegwer  
General Manager, Placer County Fair Association

Date: \_\_\_\_\_

Attachment 1 – Premises Exhibit

ATTACHMENT 1  
PREMISES EXHIBIT



**Administering Agency:** County of Placer, Public Works and Facilities Department  
Property Management Division

**Contract Description:** FIRST AMENDMENT TO LOAN AGREEMENT  
BETWEEN THE COUNTY OF PLACER AND THE PLACER  
COUNTY FAIR ASSOCIATION

This First Amendment to Loan Agreement ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between the County of Placer, a political subdivision of the State of California, ("County" or "Lender"), and the Placer County Fair Association, a non-profit corporation ("Borrower").

#### RECITALS

WHEREAS, County and Borrower entered into that certain "Agreement Between the County of Placer and the Placer County Fair Association" ("Operating Agreement") dated January 1, 2002 covering operations of the Placer County Fairgrounds, located at 800 All America City Boulevard in Roseville ("Fairgrounds"), the annual Placer County Fair ("Fair"), and related activities including operation of motorized racing events; and,

WHEREAS, County and Borrower entered into that certain "Loan Agreement Between the County of Placer and the Placer County Fair Association" ("Loan Agreement") dated February 24, 2015 to provide funding for Borrower to effectively discharge its responsibilities pursuant to the Operating Agreement, conduct the Fair on the Fairgrounds in June 2015, and continue operating the non-fair interim events, including motorized racing events at the All American Speedway during 2015; and,

WHEREAS, County and Borrower subsequently amended the Operating Agreement with a Fifth Amendment that extends the Term of the Operating Agreement to December 31, 2018, subject to early termination provisions; and,

WHEREAS, to provide for continued operations of the Fairgrounds during seasonal periods of reduced income, County and Borrower desire to make the Loan Agreement repayment obligations coincide with the expiration, termination or assignment of the Operating Agreement.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the County and the Borrower hereby mutually agree as follows:

#### AGREEMENT

1. Section 1.3 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"1.3 Purpose of Agreement. The purpose of this Loan Agreement is to provide funding for Borrower to effectively discharge its responsibilities pursuant to the Operating Agreement, conduct the Placer County Fair on the Fairgrounds, and continue operating the non-fair interim events, including the All American Speedway through 2018."

2. Section 2.4 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"2.4 Repayment of County Funds. The repayment of the County Loan shall be an obligation of Borrower as set forth in the County Note. Upon Early Termination pursuant to the Operating Agreement, assignment of the Operating Agreement to a new operational entity, or by December 31, 2018, whichever comes first, Borrower shall pay to County all principal borrowed pursuant to the County Note."

3. Exhibit B to the Loan Agreement, the "County Note", is hereby amended and restated in its entirety as attached in Attachment 1.
4. In all other respects not directly addressed by this First Amendment, the Original Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

County:  
COUNTY OF PLACER,  
a political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
COUNTY COUNSEL

Borrower:

PLACER COUNTY FAIR ASSOCIATION  
a non-profit corporation

BY: PLACER COUNTY FAIR ASSOCIATION:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President \_\_\_\_\_

Attachment 1 – Exhibit B

EXHIBIT B  
COUNTY NOTE  
\$100,000

NOTE

Dated: \_\_\_\_\_, 2015

**Maturity Date: December 31, 2018, or such earlier date as provided for by the Loan Agreement of even date herewith between County and Borrower**

Having entered into that certain Loan Agreement of even date herewith between the County of Placer (the "County") and the Placer County Fair Association (the "Borrower"), a non-profit corporation duly organized and existing under the laws of the State of California, Borrower hereby promises to pay to County of Placer (the "County"), in lawful money of the United States of America, such total amount as will be dispersed pursuant to Section 3 of the Loan Agreement ("Disbursement of County Loan") which shall not exceed One Hundred Thousand Dollars (\$100,000.00; hereinafter, the "Loan Balance" ), in lawful money of the United States of America by no later than the assignment of the Operating Agreement to a new operational entity or December 31, 2018, whichever comes earlier, as more fully described in the Loan Agreement. (hereinafter, "Maturity Date").

**Pledge: Collateral**

Borrower states that it has pledged certain of its revenues and assets as collateral to an existing loan with Rabobank (Loan No. 419044-03). Any revenue and assets of Borrower not required to satisfy the Rabobank Loan shall be pledged as collateral to this County Note. Borrower agrees to and shall execute a UCC Financing Statement in a form acceptable to County to secure this Note.

**Interest**

Borrower agrees to pay interest on the total remaining Loan Balance from such Maturity Date until such amounts are paid in full at the rate of ten percent (10%) per annum or such lesser amount as may be the maximum allowed by applicable law. Interest charges shall be calculated from the Operating Agreement Assignment Date, or December 31, 2018, whichever is earlier, and shall accrue on a monthly basis based on the total amount past due.

**Prepayment of Principal**

The Loan Balance or Note may be prepaid at the option of the Borrower, in whole or in part, without premium, on any date upon the provision of two (2) days' prior written notice to the County.

**Actions and Remedies Upon Default**

Upon the occurrence of a default, the County may take any or all of the actions authorized by the Loan Agreement, this Note, and/or the UCC Financing Statement. In the event of a default, all principal and interest amounts due together with any attorney's fees incurred by the County in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Loan Agreement, notwithstanding anything to the contrary therein and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in the Agreement. The remedies of the County, as provided herein and in the Loan Agreement, may be pursued at the sole discretion of the County and may be

exercised as often as occasion therefore shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. The County shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the County and then only to the extent specifically set forth in the waiver. A waiver with reference to one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy as to a subsequent event.

This Note shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and attested on its behalf by the manual signatures of its duly authorized officers, all as of the date first set forth above.

PLACER COUNTY FAIR ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_

County Counsel

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT 3  
FAIRGROUNDS PROJECTS

**Projects**

**Initial Projects**

LOCATION	DESCRIPTION	COST
Various	Electrical Sub-Meters installation	\$ 25,000
Johnson Hall	Range Hood repair	\$ 45,000
Total - Initial		\$ 70,000

**Projects for Prioritization**

Various	Main Electric Switch Gear & Transformer Maintenance	\$ 50,000
Various	Roof on Restroom adjacent Grandstands	\$ 45,000
Lauppe Hall	Roof above kitchen	\$ 15,000
Jones Hall	Garden Room Laminated Beams Dryrot Repair	\$ 45,000
Lauppe Hall	Restrooms and kitchen	\$ 100,000
Lauppe Hall	Gas line to connect new heaters	\$ 60,000
Johnson Hall	Sewer Line Replacement	\$ 50,000
RV Park	Fire Hydrant Installation	\$ 30,000
Jones Hall	Roof above chair room	\$ 15,000
Various	Fairgrounds Signage	\$ 1,500
Carnival Lot	Restroom Remodels: Mens- 65K Womens- 35K	\$ 100,000
Johnson Hall	Restroom Remodel, behind bar	\$ 100,000
Jones Hall	Rain gutters	\$ 35,000
Jones Hall	Replace ceiling panels	\$ 45,000
Johnson Hall	Gas line to connect new heater	\$ 5,000
Various	Asphalt Repair and Seal (12,500 sf incl Lot J)	\$ 200,000
Lauppe Hall	Replace ceiling panels	\$ 20,000
Office	Landscape around office parking lot	\$ 5,000
Speedway	Replace Compressor at Speedway beer booth walkin cooler	\$ 10,000
Grounds	Compactor cement pad (destroying blacktop)	\$ 10,000
Barns	Upgrade lights in livestock barns (300 watt incandescent)	\$ 40,000
Office	Sidewalk to Office back door	\$ 20,000
Grounds	Frontage Improvements, Signage and Speedway Screening	\$ 125,000
Grounds	Internal Signage and Way-Finding	\$ 60,000
RV Park	Relocation and Expansion of RV Park	\$ 300,000
Jones Hall	Jones Hall Renovations	\$ 120,000
Various	Infrastructure Deficiencies	\$ 250,000
Total - For Prioritization		\$ 1,856,500
<b>Total</b>		<b>\$ 1,926,500</b>

**Analysis**

Civil Engineering for RV Park Permit	\$ 8,000
Audit Financials 2010-13 for State Funding Application	\$ 15,000
Traffic Study for Large Events (\$18K total - shared cost)	\$ 9,000
<b>Total</b>	<b>\$ 32,000</b>

**Operations**

Marketing Fair / Fairgrounds (print, radio etc)	\$ 30,000
Attractions Contracts (concerts, wild animals, etc)	\$ 20,000
<b>Total</b>	<b>\$ 50,000</b>

**Speedway**

Speedway EIR and Mitigation	\$ 175,000
Speedway Blacktop Sealing	\$ 30,000
Grandstand steps and walkways	\$ 75,000
Irrigation System-infield of Speedway	\$ 15,000
<b>Total</b>	<b>\$ 295,000</b>

**GRAND TOTAL** **\$ 2,303,500**



Facility Service to do journal to transfer cash

**BUDGET REVISION**

**POST DATE:**

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	800,000.00	4

Cash Transfer Required

Reserve Cancellation Required

Establish Reserve Required

4/21/15  Auditor-Controller  
 County Executive  
 Board of Supervisors

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ESTIMATED REVENUE ADJUSTMENT											APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	
											12	014		140		991078	04969	4151				200,000.00
											12	034		140		991078	04969	4151	704969	010000		200,000.00
											12	015		140		991078	04907	4151				200,000.00
											12	035		140		991078	04907	4151	704907	010000		200,000.00
<b>TOTAL</b>																						
											<b>TOTAL</b>											
											800,000.00											

2015 NOV -3 AM 11:24  
PC AUDITOR-CONTROLLER

REASON FOR REVISION: TO SHIFT APPROPRIATIONS BETWEEN CAPITAL PROJECT 04907-MISC PROJECTS TO NEW CAPITAL PROJECT

04969 ROSEVILLE FAIRGRUNDS REPAIR.

Prepared by Valerie Bayne Ext 6803  
 Department Head Valerie Bayne  
 Board of Supervisors \_\_\_\_\_

Date: 11/17/15

Page: \_\_\_\_\_

Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE