

RAVI MEHTA  
CHAIRMAN



FAIR POLITICAL PRACTICES COMMISSION

October 11, 1996

Hilda Cantu Montoy  
City Attorney  
City of Fresno  
City Hall  
Fresno, CA 93721

Re: Your Request for Informal  
Assistance  
Our File No. I-96-206

Dear Ms. Montoy:

You have requested advice concerning the conflict of interest disclosure provisions of the Political Reform Act (the "Act").<sup>1/</sup> Because your inquiry is general in nature, we will treat your letter as a request for informal assistance pursuant to Regulation 18329(c).<sup>2/</sup>

QUESTIONS

1. Is the Fresno Revitalization Corporation ("FRC"), a non-profit corporation providing redevelopment services to the Redevelopment Agency of the City of Fresno, a local public agency for purposes of filing statements of economic interests?
2. Have the resignations of Mr. Robert Duncan and Mr. Charles Tingey relieved them from any obligation to file an assuming, annual or leaving office statement of economic interests?
3. Do the statements of economic interests filed by FRC board members Leland E. Scott and Lanny B. Chan reflecting no reportable interests constitute a violation of the conflict of interest reporting requirements?

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1/ Government Code Sections 81000-91015. All statutory references are to the Government Code unless otherwise indicated. Commission regulations appear at 2 California Code of Regulations Section 18000, et seq. All references to regulations are to Title 2, Division 6 of the California Code of Regulations.

2/ Informal assistance does not provide the requestor with the immunity provided by an opinion or formal written advice. (Section 83114; Regulation 18329(c)(3).)

### CONCLUSIONS

1. The FRC is a "local government agency" subject to the disclosure and disqualification provisions of the Act.
2. Officials who assume office are required to file assuming, annual and leaving office statements. Resignation from a position does not relieve a filer from an obligation to file a statement.
3. A facial review of the statements of economic interests filed by FRC board members Leland E. Scott and Lanny B. Chan indicate the statements comply substantially with the reporting requirements of the Act. However, no additional information about the members' economic interests was submitted to indicate whether they had anything further to disclose.

### FACTS

The FRC was created in April 1993, specifically to provide redevelopment services to the City of Fresno and the Redevelopment Agency of the City of Fresno ("Agency"). The FRC is a 501(c)(3) non-profit corporation with the ability to receive funds from public or private sources. However, through 1994, the Agency provided 100 percent of the corporation's financial support. The Agency continues to the primary, if not sole, support for the corporation's activities.

Under an Operating Agreement between the FRC and the Agency dated October 12, 1993, the FRC specifically agreed to provide redevelopment services to the Agency including all phases of land acquisition and marketing to encourage development and redevelopment activities within the Agency's jurisdiction. The FRC is also to assist the Agency in the preparation of numerous reports to comply with Federal and State and funding mandates.

The Agency has the ability to review and take action or amend the FRC budget as submitted to it by March 1 of each fiscal year. The FRC has also expressly agreed to comply with the California Public Records Act (Government Code Section 6250, et seq.) and committed to make non-exempt records available for inspection. The FRC and its board are obligated to comply with all applicable federal, state and local conflict of interest laws, statutes and regulations. Finally, without representing the applicability of any other governmental laws or regulations, the FRC assumed responsibility for determining the applicability of all governmental requirements including the Labor Code, Public Contract Code and Government Code.

In 1994, the FRC board began to file statements of economic interests with the City. The FRC is included in the City of Fresno's conflict of interest code.

Due to the fact that the FRC was an independent private corporation, the clerk did not receive updated notices of new board members and was unable to regularly notify new members of their filing requirements. On February 26, 1996, the clerk updated the FRC board membership list and notified new members of the filing requirements. Two of the members, Mr. Duncan and Mr. Tingey, responded with concerns about filing and indicated that they may need to resign. They tendered resignation letters in March 1996. (Mr. Duncan's letter was dated March 22, 1996. Mr. Tingey's letter was dated March 6, 1996.) Mr. Tingey's letter was copied directly to the clerk, while Mr. Duncan's letter was submitted to the FRC, who held the letter until its board meeting and then forwarded a copy of the letter to the Clerk on April 11, 1996.

Pursuant to my conversation with James Sanchez, Assistant City Attorney, on September 16, 1996, Robert Duncan and Charles Tingey attended board meetings for several months before they were notified to file statements of economic interests.

#### ANALYSIS

##### A. Local Government Agency

One of the questions posed by your letter is whether the corporation is a "local government agency." If it is deemed to be an agency, then the members of its board and its employees are "public officials" and they will be subject to the disclosure and disqualification requirements of the Act.

"Local government agency" is defined in Section 82041 as:

[A] county, city or district of any kind including school district, or any other local or regional political subdivision, or any department, division, bureau, office, board, commission or other agency of the foregoing.

In determining whether a particular entity is a private entity or a local government agency, the Commission in its Siegel Opinion (In re Siegel (1977) 3 FPPC Ops. 62), stated that certain

criteria should be considered. These criteria include:

- (1) Whether the impetus for formation of the corporation originated with a governmental agency;
- (2) Whether it is substantially funded by, or its primary source of funds is, a governmental agency;
- (3) Whether one of the principal purposes for which it is formed is to provide services or undertake obligations which public agencies are legally authorized to perform and which, in fact, they traditionally have performed; and
- (4) Whether the corporation is treated as a public entity by other statutory provisions.

It appears that these factors were taken into consideration when the City made the determination to add the FRC to its conflict of interest code. The memorandum from James C. Sanchez, Assistant City Attorney, to Councilmember Bob Lung, dated June 19, 1996, states in pertinent part:

...the impetus for formation of the corporation was a joint effort between private individuals from the Chamber of Commerce in conjunction with the Agency. However, because the underlying purpose of the corporation was to provide redevelopment services, it may be concluded that the impetus for formation of the FRC did in fact originate with a government agency. The agency also serves as the substantial or primary funding source for FRC activities. As already stated, the primary purpose for which the FRC was formed was to undertake redevelopment activities otherwise provided by the Agency. Finally, with regards to whether the FRC is treated as a public entity by other statutory provisions, the FRC has agreed by contract to be subject to the Public Records Act and their extensive public funding would certainly be a significant factor in applying other public entity requirements.

Thus, the FRC would be deemed a local public agency for purposes of PRA reporting requirements.

Based on those facts, we concur with the assistant city attorney's analysis of the facts as presented. We conclude that the factors in the Siegel Opinion are met, and that the FRC is a local government agency under the Act, subject to its disclosure and disqualification provisions.

B. Disclosure Obligations

The Act requires certain public officials to disclose reportable investments, interests in real property, sources of income and business positions in their jurisdiction on a statement of economic interests. The positions that are required to file statements and the types of interests that are reportable on the statement are determined by the conflict of interest code for the public agency in which the filer is employed or in which the filer serves on a board or commission. (Section 87300, et seq.)

The conflict of interest code requires these officials to file assuming office statements within 30 days of assuming office, annual statements at the time specified in the conflict of interest code (April 1 for most agencies) and leaving office statements within 30 days of leaving office. (Section 87302.) An official assumes office when the official is sworn in or otherwise authorized to serve in the position. Officials who assume office are not relieved of any obligation to file assuming, annual and leaving office statements if they resign after notification to file by their filing officer.<sup>3/</sup>

Section 87302(d) provides a limited exception to the filing requirement for individuals who, during the period between appointment and resignation, do not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. These individuals must resign the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer. Within 30 days of the date of a notice mailed by the filing officer, the individual is required to:

- (1) File a written resignation with the appointing power.
- (2) File a written statement with the filing officer signed under penalty of perjury stating that the individual, during the period between appointment and

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<sup>3/</sup> A filing officer is the person or agency which receives and retains original statements of economic interests (Section 87500).

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resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Since Robert Duncan and Charles Tingey participated in board meetings for several months, they must file statements of economic interests. The exception to the filing requirement only applies to individuals who do not make, participate in making, or use the position to influence decisions of the agency during the period between appointment and resignation.

The City of Fresno's conflict of interest code requires the FRC to report the following interests:

1. Category I includes all investments in, income from, and employment by, any business entity.
2. Category II includes all income.
3. Category III includes all interests in real property located within the City's jurisdiction.

Regulation 18115 (copy enclosed) specifies the duties of filing officers for reviewing statements of economic interests. The statements filed by Leland E. Scott and Lanny B. Chan that were submitted for review comply with the standards set forth in this regulation, which include:

1. The cover sheet includes the name and address of the filer, the period covered and type of statement;
2. The summary page is completed and all schedules applicable to the filer are either attached or checked "no reportable interests."
3. All information is legible, and readable reproductions can be made.

No additional information was submitted about the members' economic interests that would indicate they have further reporting obligations. If you have information about additional economic interests that should have been disclosed, please contact the Commission's Enforcement Division.

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If you have questions concerning this letter, please contact  
me at (916) 322-5660.

Sincerely,

Steven G. Churchwell  
General Counsel

*Dixie Howard*

By: Dixie Howard  
Political Reform Consultant  
Technical Assistance Division

ok  
✓

Attachment w/ TAD

ADVICE LETTER TRACKING FORM

REQUESTOR: Montoy, Hilda Cantu ADVICE NO. 96-2060

ADVISEE: \_\_\_\_\_ RE: SEI

Date Received: 6/24 Date Due: 7/24 ASSIGNED TO: TAD

Date Letter Given to Assignee 6/24 Check if request is for expedited advice \_\_\_\_\_

Date Letter Should be Ready for Review Process: \_\_\_\_\_

- 1 \_\_\_ (no advice)
- 2 \_\_\_ (straightforward facts and application of existing precedent)
- 3 \_\_\_ (complicated facts and/or application of law)
- 4 \_\_\_ (question of first impression or unique facts)
- 5 \_\_\_ (potentially controversial)

REVIEWERS:

Proofed by: \_\_\_\_\_ Date in: \_\_\_\_\_ Date out: \_\_\_\_\_

First Review \_\_\_\_\_ Date in: \_\_\_\_\_ Date out: \_\_\_\_\_

Second Review cw Date in: \_\_\_\_\_ Date out: 9/20

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Counsel SGC Date in: \_\_\_\_\_ Date out: 10/9/96  
(approval required before mailing or faxing)

Comments: Dixie add some analysis. (couple of sentences on page 6) - see note. Thanks.

\_\_\_\_\_

\_\_\_\_\_

Optional final proof by: \_\_\_\_\_

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

City of



Hilda Cantú Montoy  
City Attorney

RECEIVED  
FAIR POLITICAL  
PRACTICES COMMISSION

96 JUN 24 PM 1:25

June 20, 1996

The Fair Political Practices Commission  
Enforcement Division  
428 "J" Street, Suite 800  
Sacramento, CA 95814

RE: *FPPC Interpretation and Potential Enforcement*

Dear Sir/Ms:

This letter serves as the City of Fresno's referral of three issues associated with a private non-profit corporation who provides redevelopment related services to the Redevelopment Agency of the City of Fresno. The questions revolve around the requirement to file statements of economic interest.

The three questions are as follows:

1. Is the Fresno Revitalization Corporation a non-profit corporation providing redevelopment services to the Redevelopment Agency of the City of Fresno, a local public agency, for purposes of filing Statements of Economic Interest?
2. Have the resignations of Mr. Robert Duncan and Mr. Charles Tingey relieved them from any obligations to file an assuming, annual or leaving office Statement of Economic Interest?
3. Do the Statements of Economic Interest filed by FRC Board members Leland E. Scott and Lanny B. Chan reflecting no reportable interest constitute a violation of the conflict of interest reporting requirements?

Attached is a memorandum which forms the basis for this referral. Please advise us of the FPPC disposition of this referral. Our Office is available to address

FPPC  
June 20, 1996  
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any follow up questions that you may have. Thank you in advance for your cooperation on this matter.

Yours very truly,

  
HILDA CANTÚ MONTROY  
City Attorney

Enclosures

c: Mayor and Councilmembers  
Michael A. Bierman, City Manager  
Rebecca E. Klisch, City Clerk  
Marlene Murphey, Economic Development Coordinator  
Art Morgan, Fresno Revitalization Corporation

HCM:JCS:rsi(1484rsi/jcs.7)



**HILDA CANTÚ MONTÓY**  
City Attorney

June 19, 1996

MEMORANDUM

TO: Councilmember Bob Lung

RE: *Fresno Revitalization Corporation*

This memorandum is in response to your referrals of certain issues concerning the Fresno Revitalization Corporation (FRC). The first issue concerned whether a board member may forego the requirement to file a statement of Economic Interest by simply resigning from office. The second issue concerned enforcement options relating to incomplete or inadequate Statements of Economic Interest that you believe have been filed by certain FRC officials.

CONCLUSION

1. Under the PRA an official required to file a Statement of Economic Interest must file a statement unless he resigns his position within 30 days of receiving notice to file the statement.
2. Enforcement of PRA violations may be submitted to the FPPC with the Attorney General or District Attorney ultimately assigned enforcement of PRA violations.

BACKGROUND

The FRC was created in April of 1993, specifically to provide redevelopment services to the City of Fresno and the Redevelopment Agency of the City of Fresno (Agency) (See Moore-Grider & Co. June 30, 1994, FRC Financial Statement Report, page 5, note 1 and FRC Articles of Incorporation filed April 23, 1993). The FRC is a 501(c)(3) non-profit corporation with the ability to receive funds from public or private sources. However, through 1994, the Agency provided 100% of the corporation's financial support (Moore-Grider Financial Statement Report June 30, 1994, page 5, note 3). The Agency continues to be the primary, if not sole, support for the corporation's activities.

Under an Operating Agreement between the FRC and the Agency dated October 12, 1993, the FRC specifically agreed to provide redevelopment services to the Agency including all phases of land acquisition and marketing to encourage development and redevelopment activities within the Agency's jurisdiction. A copy of the Operating Agreement is attached to this memorandum. The FRC is also to assist the Agency in the preparation of numerous reports to comply with Federal and State and funding mandates.

The Agency has the ability to review and take action or amend the FRC budget as submitted to it by March 1st of each fiscal year (Operating Agreement Section 6, page 10). The FRC has also expressly agreed to comply with the California Public Records Act (Government Code Section 6250, et seq.) and committed to make non-exempt records available for inspection (Operating Agreements §21, p. 21). The FRC and its board are obligated to comply with all applicable federal, state and local conflict of interest laws, statutes, rules and regulations (Operating Agreement §16, p. 16). Finally, without representing the applicability of any other governmental laws or regulations, the FRC assumed responsibility for determining the applicability of all governmental requirements including the Labor Code, Public Contract Code and Government Code. (Operating Agreement §21, p. 20).

Since 1994, as part of its ongoing practice, the FRC board has submitted Statements of Economic Interest. It appears to you that some of the submissions have provided incomplete information recognizing no reportable interest of any sort. You also want to learn whether a board member who resigned must still file a Statement of Economic Interest.

#### APPLICABLE LAW

Under the Political Reform Act (Government Code §§ 81000, et seq.) (PRA), public officials of local government agencies are required to file Statements of Economic Interest (see Government Code Section 87200). The definition of "public official" is set forth in Government Code Section 82048 as:

. . . every member, officer, employee or consultant of the state or local government agency . . .

"Local government agency" is in turn defined as:

. . . a county, city or district of any kind, including school district, or any other local or regional political subdivision, or any department, division, bureau, office, board, commission

or other agency of the foregoing. (Government Code Section 82041).

While one might argue that the definition of "local government agency" is very narrow and would not apply to the FRC, our discussion with the Fair Political Practices Commission (FPPC) has indicated that agencies like the FRC are reviewed based on whether they meet four criteria. The criteria include:

1. Whether the impetus for formation of the corporation originated with a government agency;
2. Whether it is substantially funded by, or its primary source of funds is, a government agency;
3. Whether one of the principle purposes for which it is formed is to provide services or undertake obligations which public agencies are legally authorized to perform and which, in fact, traditionally have performed; and
4. Whether the corporation is treated as a public entity by other statutory provisions.

(See *In re Siegel* (1977) 3 F.P.P.C. Ops. 62; *In re Leach* (1978) 4 F.P.P.C. Ops. 48)

In this case the impetus for formation of the corporation was a joint effort between private individuals from the Chamber of Commerce in conjunction with the Agency. However, because the underlying purpose of the corporation was to provide redevelopment services, it may be concluded that the impetus for formation of the FRC did in fact originate with a government agency. The agency also serves as the substantial or primary funding source for FRC activities. As already stated, the primary purpose for which the FRC was formed was to undertake redevelopment activities otherwise provided by the Agency. Finally, with regards to whether the FRC is treated as a public entity by other statutory provisions; the FRC has agreed by contract to be subject to the Public Records Act and their extensive public funding would certainly be a significant factor in applying other public entity requirements.

Thus, the FRC would be deemed a local public agency for purposes of PRA reporting requirements. This conclusion is consistent with the practice of at least some of the FRC board members of filing Statements of Economic Interest, albeit the statements may be less than complete due to them identifying no reportable interest of any sort (see attached statements of Leland E. Scott and Lanny B. Chan).

The PRA requires that the official file a statement within 30 days after assuming office (Government Code §87202), annually while holding office (Government Code §87203) and within 30 days after leaving office. The only exception to the rule is if a person resigns within 12 months of initial appointment or within 30 days of the notice to file their statement, so long as they did not participate in entity decisions (2 Cal.Code of Regulations §18730). Absent the above facts, an official must file the statements of interest under the PRA.

In 1994, the FRC Board began to file Statements of Economic Interests with the City. Due to the fact that the FRC was an independent private corporation, the Clerk did not receive updated notices of new board members and was unable to regularly notify new members of their filing requirements.

On February 26, 1996, the Clerk updated the FRC Board membership list and notified new members of the filing requirements (see attached February 26, 1996 letter). Two of the members, Mr. Duncan and Mr. Tingey, responded with concerns about filing and indicated that they may need to resign and tendered resignation letters in March 1996 (Mr. Duncan's letter was March 22, 1996 and Mr. Tingey was March 6, 1996).

Mr. Tingey's letter was copied directly to the clerk, while Mr. Duncan's letter was submitted to the FRC, which held the letter until its board meeting and then forwarded a copy of the letter to the Clerk on April 11, 1996.

Thus, they formally resigned from the corporation within the 30 day period, but did not include a verified statement that they had not participated in FRC decisions per §18730(b)(5.5)(A)(2). Therefore, a technical PRA violation may have occurred.

The FPPC is the entity given primary responsibility for the implementation of the PRA (Government Code §83111). They also provide opinions on possible PRA violations. They are the logical next step in determining whether Mr. Duncan or Mr. Tingey needs to file a statement or if the statements of Leland E. Scott and Lanny B. Chan are deficient. Copies of their statements are attached.

Enforcement of any PRA violations is through the Attorney General or District Attorney (See Government Code Section 91001). Prior to submitting a complaint for enforcement, the FPPC should be consulted to confirm whether the statements filed constitute incomplete information sufficient to warrant the pursuit of a complaint. The FPPC may independently pursue that information or simply refer it directly to the enforcement officials.

Councilmember Lung  
June 19, 1996  
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While a councilmember may independently report the FRC allegations or may seek Council consensus to direct the filing of a complaint with the FPPC<sup>1</sup>, this Office, pursuant to the discussion at the Council meeting of June 18, 1996, will refer this matter to the FPPC.

Respectfully submitted,



JAMES C. SANCHEZ  
Assistant City Attorney

c: Mayor and Councilmembers  
Michael A. Bierman, City Manager  
Hilda Cantú Montoy, City Attorney  
Rebecca E. Klisch, City Clerk  
Marlene Murphey, Economic Development Coordinator

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<sup>1</sup> Under Government Code Section 91004 any person residing within the jurisdiction may also bring a civil action for an amount not greater than the amount of value not properly reported.

**OPERATING AGREEMENT BETWEEN  
REDEVELOPMENT AGENCY OF THE CITY OF FRESNO  
AND  
FRESNO REVITALIZATION CORPORATION**

This Agreement is made by the REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a municipal corporation, organized and existing under the constitution and laws of the State of California, herein called "AGENCY," and FRESNO REVITALIZATION CORPORATION, a California nonprofit corporation herein called "CORPORATION."

**RECITALS**

A. The purpose of this Agreement is to express the terms and conditions upon which AGENCY hires CORPORATION to provide certain staff services for the implementation of certain redevelopment projects as defined herein.

B. AGENCY has determined that the best interests of the inhabitants of the City of Fresno ("the Community") will be served by having a corporation, whose directors are responsible citizens of the Fresno area, assume responsibility (1) for the development of policy for the review and adoption by the AGENCY and (2) for the assumption of certain services presently performed by AGENCY staff.

C. CORPORATION is a corporation formed under the California Nonprofit Corporation Law. As of the date of this Agreement, CORPORATION'S Board of Directors consists of individuals of distinguished stature in the Community who, through their efforts and effective community leadership have expressed their interest in securing for the Community the most efficient, useful and practical means of implementation of

redevelopment projects.

D. In order to promote continuity and maximum productivity in the redevelopment process, it is the intent of both parties that this be a multi-year Agreement, subject to the budgetary control of the AGENCY.

NOW, THEREFORE, in consideration of the foregoing recitals of fact and the mutual obligations of the parties hereto as hereinafter expressed, AGENCY and CORPORATION agree as follows:

### AGREEMENT

1. DEFINITIONS:

A. Agency.

"Agency" means the Redevelopment Agency of the City of Fresno.

B. Chairperson.

"Chairperson" shall mean the Chairperson of the AGENCY.

C. Project.

"Project" shall mean a project or projects (proposed or existing) for redevelopment in the area of the Community defined in that certain exhibit attached hereto as Exhibit "A", and by this reference made a part hereof.

D. Long Range Planning.

"Long Range Planning" means the continuing study of the future redevelopment needs of the Community as included in Exhibit "A" and the development of plans, concepts and proposals to serve these needs.

2. TERM. This Agreement shall become effective on the day of execution and

continue in effect until terminated by either CORPORATION or AGENCY.

3. TERMINATION. AGENCY may terminate this Agreement by providing CORPORATION a written Notice to Terminate this Agreement ninety (90) days from the date of receipt of said notice. CORPORATION may terminate this Agreement by providing AGENCY a written Notice to Terminate this Agreement ninety (90) days from the date of receipt of said notice.

If, in the opinion of the AGENCY, for any cause, CORPORATION materially fails to comply with any term of this Agreement, AGENCY may, (i) temporarily withhold cash payments pending correction of the deficiency by CORPORATION or (ii) suspend or terminate this Agreement. In such event, all finished or unfinished data, studies, surveys, models, photographs and reports prepared by CORPORATION under this Agreement shall, be delivered to the AGENCY upon a fifteen (15) day written notification by AGENCY to CORPORATION. Notwithstanding the above, CORPORATION shall not be relieved of liability to AGENCY for damages sustained by AGENCY or others by virtue of any breach of this Agreement by CORPORATION. AGENCY may withhold any payments to CORPORATION for the purpose of set-off until such time as the exact amount of damages due by AGENCY from CORPORATION is determined.

4. SERVICES. In the performance of its duties hereunder, CORPORATION shall be under the direction of the AGENCY, and shall abide by actions taken, directives given, and policies adopted with respect to Project by AGENCY. CORPORATION shall report as required by AGENCY on all activities for which it is responsible. CORPORATION shall, consistent with its Articles of Incorporation, By-laws and all applicable laws, rules

and regulations, provide the following services to the satisfaction of the AGENCY:

(A) Provide overall executive direction for Project, and report and recommend directly to AGENCY through its Executive Officer on project matters;

(B) Employ necessary personnel;

(C) Retain, when necessary, appropriate consultants and experts;

(D) Acquire, dispose, and account for property by any lawful means;

(E) Coordinate and utilize other services provided for the Project by AGENCY or the Fresno County and City Chamber of Commerce, or by consultants selected by and under separate contract with the CORPORATION or AGENCY, and provide supervision of the work of such consultants, including but not limited to consultant reports, appraisals, engineering studies, environmental studies, marketability and feasibility studies, project improvement estimates and projections, relocation studies and plans, replacement housing plans, legal opinions and documentation, surveys of structural and environmental conditions, and review of architectural designs;

(F) Prepare reports and analyses and coordinate activities and appearances before City bodies, agencies, departments and commissions, and federal, state regional and county agencies and commissions, as well as community groups as may be necessary in obtaining approval of any community redevelopment plan or application for federal and state financial assistance which would benefit Project;

(G) Coordinate, program and schedule all Project implementation activities;

(H) With respect to Project, provide detailed planning services required for Project execution, including but not limited to day-to-day analysis of changing conditions,

review and analysis of developers' proposals, staff services for the architectural design review process, preparation of graphics and other materials necessary to stimulate developer interest in Project. Notwithstanding the foregoing, City Staff shall be responsible for all planning services for adoption and/or amendment of redevelopment plans and review of all building permits and entitlements for conformity to adopted redevelopment plans;

(I) Coordinate the real estate acquisition process necessary to execute Project, including scheduling, supervision of the preparation of appraisals by consultants not parties hereto, selected by AGENCY or CORPORATION, and obtaining approvals of acquisition prices, if required, from AGENCY. CORPORATION may have qualified staff prepare appraisals. CORPORATION shall prepare documents necessary to initiate and conclude eminent domain actions, including the notices to the property owner and the resolution of necessity. CORPORATION shall present all pertinent information at the public hearing;

(J) Undertake any and all activity which may be necessary and helpful to the disposal of Project land, including but not limited to supervision of the preparation of reuse appraisals by appraisers selected by AGENCY or CORPORATION, prepare other documentation required by AGENCY, establish contact with and attract the interest and participation of developers and tenants; conduct negotiations with developers; prepare disposition and development agreements; supervise developers' performance under owner participation and disposition and development agreements; coordinate and expedite developers design and construction activities;

(K) When required by AGENCY, conduct relocation and property and site management activities for Project, including processing claims for losses of property and moving expenses. Corporation shall prepare responses to relocation assistance appeals and present its findings to the Relocation Appeals Board; provided, however, that all funds received as rental of acquired properties shall be paid over to AGENCY;

(L) Supervise, administer, and inspect (other than as such services are more properly performed by designing architects or engineers) the design and construction of site improvements and supporting facilities provided for by Redevelopment Plans or their supporting documentation to the extent that AGENCY is responsible for such supervision, administration and inspection; provided, however, that such supervision, administration and inspection shall be required only to the extent agreed to in writing by the AGENCY and CORPORATION;

(M) Coordinate, program, schedule and inspect (to the extent that AGENCY is responsible for such inspection) all work required by any redevelopment plan to be performed by AGENCY;

(N) Supervise and administer the architectural review process with respect to private construction and, to the extent applicable, public construction within Project area;

(O) Provide staff services and appropriate materials as required for the information and education of the public with respect to Project activities, such services to be coordinated with the public information staff services of AGENCY;

(P) Provide information respecting Project activities in contacts with the public and private civic, business and similar organizations and speak to such groups;

(Q) Prepare recommendations for AGENCY with respect to policies pertaining to Project and determinations to be made by AGENCY, including but not limited to the following: disposition policies and methods of disposition for each disposition parcel or group of parcels; methods of selection of developers, and selections of such developers; provisions of owner participation and development agreements, including prices and standards and controls; staging and timing of Project; descriptions of services to be performed by consultants employed by AGENCY with respect to Project and selection of such consultants; approval of architectural plans and specifications submitted by developers; approval of plans and specifications for demolition of existing structures and construction of site improvements and facilities; awards of contracts with respect to such demolition and construction; requests for approvals by appropriate agencies; Project budgets;

(R) Perform such other service, either within adopted project areas or pertaining to other portions of the City as may be assigned to CORPORATION by AGENCY, providing that the costs which are reimbursable to CORPORATION for providing such services, together with the other services contemplated herein, will not exceed the maximum amounts of reimbursement allowable to CORPORATION for the fiscal period in which such services are to be performed; and

(S) CORPORATION shall assist the AGENCY in the timely preparation of necessary reports required by Community Redevelopment Law, the City of Fresno, Federal, State or local agencies, including but not limited to:

- RDA financial audit.

- State Controller's annual report of financial transactions of community redevelopment agencies.
- CDBG.
- UDAG.
- Annual Redevelopment Agency Compliance Audit for the State Controller.
- Schedule of HDC.
- Displacement and Housing Replacement Report.
- Statement of indebtedness.
- Biennial report.
- Rehab report to State Legislature.
- Compliance with bond indebtedness--audits.
- Annual findings regarding 20 percent housing allocation exemption.
- Affordable housing monitoring report.
- Report to California Debt Advisory Commission.
- Any other report required to be in legal compliance.

5. TITLE TO AND DISPOSITION OF FUNDS. All AGENCY funds held by the CORPORATION are in trust for the benefit of the AGENCY and to further the purposes of this Agreement and title to all unexpended funds remains with the AGENCY. Notwithstanding any other provision of this Agreement, all funds advanced by the AGENCY to the CORPORATION pursuant to this Agreement and not expended by CORPORATION consistent with this Agreement shall be returned to the AGENCY within thirty (30) days after termination of this Agreement, or any project portion thereof to which

an advance is applied. Any interest thereon must be credited to or returned to the AGENCY. Upon dissolution of the CORPORATION, all funds advanced pursuant to this Agreement and not expended shall be returned, with interest, to the AGENCY, CORPORATION By-Laws, or Articles of Incorporation to the contrary notwithstanding. Failure of the AGENCY to demand the return of such entitlement funds upon termination of this Agreement shall not be considered a waiver of the AGENCY'S right to demand repayment.

6. PROPOSED BUDGETS. CORPORATION shall prepare in such form as the AGENCY may require an annual Administrative Budget for the CORPORATION and a Project Budget for the Project as defined in section 1C of this agreement.

In addition to anything else which CORPORATION may deem pertinent, the proposed Project Budget shall contain:

- (i) CORPORATION'S recommendations regarding the steps which must be taken in order to provide for the maintenance, operation, expansion and improvements and general implementation of Project;
- (ii) CORPORATION'S estimate of the costs which may reasonably be expected to result from the adoption of any or all of CORPORATION'S recommendations pursuant to clause (i) of this section; and
- (iii) A statement of the source of funds which the CORPORATION suggests be used in paying for the cost of adopting any or all of CORPORATION'S recommendations pursuant to clause (i) of this section.

CORPORATION shall prepare and submit the proposed budgets for

CORPORATION'S next succeeding fiscal year to AGENCY by March 1st of each fiscal year.

AGENCY shall act promptly in considering the proposed budget and shall take action deemed appropriate with regard hereto. Any action taken as aforesaid shall be the approved budget for the respective fiscal year of the CORPORATION.

Any requested amendments to the Annual Appropriation Resolution adopted by the AGENCY, shall be prepared by the CORPORATION and submitted to the AGENCY for review and determination.

7. PROPOSED APPROPRIATION TRANSFERS. If deemed necessary for the implementation of the Projects by CORPORATION and for the most efficient, practical and economic exercise of its duties as specified herein, it shall submit to the AGENCY a proposed Appropriation Transfer during the fiscal year. AGENCY shall consider and take action on any Proposed Appropriation Transfer within sixty (60) days.

It shall be prepared and submitted for the purpose of requesting the transfer of all or part of an unencumbered balance of an appropriation of the approved budget.

Appropriation Transfers shall be made in accordance with existing AGENCY policies and procedures for Project appropriations. Appropriation Transfers will not be required for the Administrative Budget of the CORPORATION.

8. FISCAL YEAR ACCOUNTING PERIOD. CORPORATION shall adopt a fiscal year accounting period as prescribed by AGENCY in consultation with CORPORATION and with a view toward the facilitation of this Agreement.

9. UNAUTHORIZED COSTS. CORPORATION, subject to the provisions of Section

10 hereinbelow, shall not incur any cost or expense which exceeds the Budget approved by the AGENCY or AGENCY approved appropriation transfers.

10. CONTRACTS. CORPORATION will not enter into any contract or agreement whatsoever for the expenditure of funds in excess of the funds provided in CORPORATION'S approved budget. CORPORATION shall have the right to enter into agreements and contracts which are not inconsistent with the Budget restrictions without prior approval of AGENCY. Neither AGENCY nor City shall be bound by any agreement entered into by the CORPORATION unless the AGENCY or City has agreed in writing to be so bound.

11. RECORDS. CORPORATION shall maintain full and complete records of all transactions related to this Agreement and shall maintain all necessary books and records, including property, personnel and financial records, in accordance with generally accepted business and accounting procedures. Except as otherwise authorized by the AGENCY, such records shall cover the entire term of this Agreement and shall be maintained for a period of three years after termination of this Agreement.

On or before the 15th day of each month, CORPORATION shall prepare and shall file with AGENCY an income and expense statement showing results of operations for the preceding month.

CORPORATION shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers or other official documentation evidencing in appropriate detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to AGENCY.

CORPORATION shall, at such time and in such forms as AGENCY may require, furnish to AGENCY statements, records, reports and information pertaining to matters covered by this Agreement.

Upon request for examination by AGENCY, CORPORATION shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement. CORPORATION shall permit AGENCY to audit, examine and make excerpts or transcripts from these records.

CORPORATION covenants that within ninety (90) days after the close of each fiscal year of CORPORATION, it shall submit to AGENCY an audited financial statement in accordance with generally accepted auditing standards, prepared by independent certified public accountants covering the operations of CORPORATION for such fiscal year and showing the revenues and expenses for such period.

If at the end of any fiscal year of CORPORATION, amounts actually received by CORPORATION during such year exceed expenditures, including authorized reserves or contingency items, CORPORATION shall, no later than ninety (90) days after the close of such fiscal year, pay over such excess to AGENCY'S treasurer or otherwise dispose thereof as AGENCY may direct.

12. INSURANCE. During the term of this Agreement, the CORPORATION shall pay for and maintain in full force and effect with a carrier or carriers authorized by the California Insurance Commissioner to do business in the State of California the following

policies of insurance:

- (a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products, completed operations and Directors and Officers liability coverage, with combined single limit bodily injury and property damage liability insurance with limits of not less than \$1,000,000 each occurrence.
- (b) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
- (c) PROFESSIONAL LIABILITY insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence.
- (d) WORKERS' COMPENSATION insurance as required under the California Labor Code.

The above described policies of insurance shall be endorsed to provide a 30-day written Notice of Cancellation in favor of the AGENCY, except for the Workers' Compensation policy which shall provide a 10-day written Notice of Cancellation. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name AGENCY, the City of Fresno, and their officers, agents and employees as additional insured.

CORPORATION agrees to furnish any certificates of insurance or other evidence of the above-described policies as requested by AGENCY. Upon notice of cancellation or major change in coverage, CORPORATION shall file with AGENCY, prior to the

effective date of such action, a certified copy of the required new or renewal policy and certificates for such policy.

13. INDEMNIFICATION. In the furnishing of the services provided for herein, the CORPORATION is acting as an independent contractor. Neither the CORPORATION nor any of its agents or employees shall be deemed an employee of the AGENCY or City of Fresno for any purpose.

Except with regard to professional negligence, as provided in the paragraph below, the CORPORATION shall indemnify, hold harmless, and defend the AGENCY, City of Fresno, its officers, officials and employees from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the AGENCY, City of Fresno, the CORPORATION or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by the AGENCY, the City of Fresno, the CORPORATION or any of its employees, agents or in connection with this Agreement. The CORPORATION'S obligations under the preceding sentence shall apply regardless of whether the AGENCY or any of its officers, officials, employees or agents are actively or passively negligent, but shall not apply to any loss, liability, costs or damages caused solely by the active negligence or willful misconduct of the AGENCY and/or City of Fresno.

Specifically regarding professional negligent errors or omissions, the CORPORATION shall indemnify, hold harmless, and defend the AGENCY, City of Fresno, its officers, officials and employees from any and all loss, liability, costs and damages

(whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the AGENCY, City of Fresno, the CORPORATION or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by the AGENCY, City of Fresno, the CORPORATION or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the CORPORATION in the performance of this Agreement.

14. COMMUNITY REDEVELOPMENT LAW OF THE STATE OF CALIFORNIA.

CORPORATION agrees that in performing its obligations under this Agreement it will assume and perform and assist AGENCY in the performance of all applicable terms and conditions concerning which AGENCY has heretofore agreed or may hereafter agree in connection with the Community Redevelopment Law of the State of California as set forth in Section 33000 et seq. of the California Health and Safety Code, including but not limited to Sections 33126, 33130 and 33130.5 of said Code.

15. LONG RANGE PLANNING. CORPORATION agrees that it will, at AGENCY'S request and subject to the budgeting of funds, carry out a long range redevelopment planning program and will provide to AGENCY advice and recommendations to serve future redevelopment needs. CORPORATION further agrees that in the discharge of this responsibility it will consult regularly with members of the AGENCY engaged in the more comprehensive planning effort involving all phases of redevelopment. Notwithstanding the foregoing, City Staff shall be responsible for all planning services for adoption and/or amendment of redevelopment plans and review of all building permits and entitlements

for conformity to adopted redevelopment plans.

16. CONFLICTS OF INTEREST. During the term of this Agreement, no officer, director or employee of CORPORATION shall acquire any financial interest, direct or indirect, in any land or property included within the Project area, nor shall any such officer, director, or employee acquire any interest, direct or indirect, in any legal entity which shall contract to develop, redevelop, renovate or rehabilitate any land or property acquired by AGENCY in the Project area or acquire any other interest which would conflict with the performance of his services hereunder; nor shall any such officer, director, or employee derive any financial gain, other than salaries and employee benefits payable pursuant to this Agreement, from the expenditures authorized by this Agreement. If any officer, director, or employee of CORPORATION shall at the time of the execution hereof own or control a financial interest in such land, property or legal entity, or thereafter involuntarily acquire the same, he shall immediately disclose such interest in writing to AGENCY, and the time which such interest was acquired.

In performing the services to be provided hereunder, CORPORATION shall not employ or retain the services of any person while such person is employed by the CITY or by the AGENCY or while such person is a member of any CITY or AGENCY commission or board, except as any such person may be made available to CORPORATION by the City or the AGENCY.

The CORPORATION and its Board of Directors shall comply with all applicable Federal, State and local conflict of interest laws, statutes, rules and regulations.

17. DISCRIMINATION PROHIBITED. CORPORATION shall not employ discriminatory

practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap. During the performance of this Agreement, CORPORATION agrees as follows:

(a) No person in the United States shall, on the grounds of race, color, religion, national origin, sex or sexual preference be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement and agrees to comply with the AGENCY'S Fair Employment Practices.

(b) CORPORATION will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap. CORPORATION shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CORPORATION will, in all solicitations or advertisements for employees placed by or on behalf of CORPORATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

preference, national origin, ancestry, or physical or mental handicap.

(d) CORPORATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representatives of CORPORATION'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Specifically in regards to all deeds, leases and contracts which the CORPORATION proposes to enter into with respect to the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any land in a redevelopment project. CORPORATION shall abide by the terms of California Health and Safety Code Sections 33337 and 33436.

18. PAYMENT OF PROJECT COSTS. AGENCY agrees to make payment of all Project costs, approved by the AGENCY under the terms of section 6 of this Agreement. Eligible expenses for which payment will be made shall be submitted by the CORPORATION in a form acceptable to the AGENCY.

19. REIMBURSEMENT OF ADMINISTRATIVE BUDGET EXPENSES. AGENCY agrees to reimburse CORPORATION for all Eligible Expenses (hereinafter defined) incurred in connection with services to be rendered hereunder. The total of such reimbursements shall not in any event exceed the approved budget amounts for the Administrative Budget:

(a) Eligible Expenses for which reimbursement shall be made to the CORPORATION include any and all costs reasonable and appropriate to the performance

of CORPORATION'S duties hereunder, including, but not limited to, the following:

(i) Salaries (including fees and other forms of compensation, paid or payable by CORPORATION for the services of its officers, agents and employees, together with all customary employer contributions in connection therewith, such as those for social security and unemployment compensation);

(ii) Employee Benefits (including contributions to a pension plan and payments for health insurance);

(iii) Office Expenses and Overhead (including rent, taxes, furnishings, office supplies and equipment, repairs, duplicating services, postage, telephone, telegraph and other utility services, liability, casualty and fidelity insurance, moving expenses and the like);

(iv) Printing and Graphics (including publications, photography, advertising, and graphic displays prepared for presentation purposes);

(v) General Business Expenses (including accounting fees, consultant fees, attorney fees, books and materials, travel, entertainment and transportation expenses).

(b) Reimbursement shall be effected in the following manner: With the execution of this Agreement, subject to the prior establishment of an Approved Budget, the AGENCY shall cause fifty thousand dollars (\$50,000) to be deposited to the order of CORPORATION with a commercial bank designated by CORPORATION as its depository. CORPORATION may thereafter from time to time draw against this account for payment of Eligible Expenses. As soon as practicable after the end of each calendar

month, CORPORATION shall deliver to AGENCY a voucher for the total of Eligible Expenses paid out of the account by CORPORATION during the previous calendar month, such statement to be certified as true, correct, and paid by a corporate officer of CORPORATION. Thereafter, upon approval by AGENCY as to receipt of services and availability of funds, AGENCY shall cause in the normal course of business to be deposited in the aforesaid account the amount of the approved voucher for the preceding calendar month.

(c) Upon the termination of this Agreement all unexpended funds deposited to the credit of CORPORATION by AGENCY shall become the sole property of AGENCY.

20. PROPERTY OWNERSHIP AND PROCUREMENT. In the event this Agreement is not fully performed to the satisfaction of AGENCY, all nonexpendable furnishings, equipment or other personal property purchased by CORPORATION with funds from this Agreement shall become the property of AGENCY. Such property shall be delivered to AGENCY upon a fifteen (15) day written notification by AGENCY to CORPORATION.

21. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. CORPORATION acknowledges that CORPORATION, not the AGENCY, is responsible for determining applicability of and complying with all local, state and federal laws, including but not limited to provisions of the California Labor Code, Public Contract Code and Government Code. Except for California Government Code §6250, the AGENCY makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or the parties' respective rights or obligations hereunder, including but not limited to payment of prevailing wages, competitive bidding, subcontractor listing, or

similar or different matters. CORPORATION further acknowledges that the AGENCY shall not be liable or responsible in law or equity for any failure by CORPORATION to comply with any such laws, regardless of whether the AGENCY knew, could have known or should have known of the need for such compliance or whether the AGENCY failed to notify CORPORATION of the need for such compliance.

Specifically in regards to Government Code Section 6250 et seq. (Public Records Act), CORPORATION shall comply with all requirements of the Public Records Act and make nonexempt public records available for inspection to the public at all times during the office hours of the CORPORATION.

22. INDEPENDENT CONTRACT. In the performance of this Agreement, the CORPORATION shall be, and is, an independent contractor, and is not an agent of the AGENCY.

23. LEGAL ACTIONS. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs.

24. BINDING EFFECT. This Agreement shall be binding upon both parties to this Agreement and their respective successors and assigns.

25. COUNTERPARTS. This Agreement may be executed in any number of copies all of which, whether taken severally or collectively, shall be treated as a single original of this Agreement.

26. WAIVERS. Failure of either party to object to any default or to any other act or omission of the other which is in violation of the terms of this Agreement shall not be

deemed to be a waiver of the right to object to any subsequent default, act or omission, whether similar or dissimilar.

27. NOTICE.

(a) Any notice or request for approval to be served under the terms of this Agreement must be deposited in the United States mail, postage prepaid, addressed to AGENCY at 2600 Fresno Street, Fresno, CA 93721 or at a place designated by AGENCY; addressed to CORPORATION, c/o Fresno County & City Chamber of Commerce, 2331 Fresno Street, Fresno, CA 93721, or at any other reasonable place designated by CORPORATION.

(b) Notice or request for approval served pursuant to the terms of subsection (a) of this section shall be deemed received forty-eight (48) hours after the time such notice is deposited in the United States mail.

28. EXISTENCE OF COLLATERAL AGREEMENT. Unless amended by the parties in a document executed with equal formality as this Agreement, this Agreement states the entire understanding of the parties, and they have entered into no collateral contracts, agreements, warranties or understandings.

29. ASSIGNMENT. CORPORATION shall not assign this Agreement or any rights accruing to CORPORATION thereunder without the written consent of AGENCY. A consent to any one assignment shall not be considered to be a waiver of AGENCY'S right to consent to any subsequent assignment.

30. LAW GOVERNING THIS AGREEMENT. This Agreement is entered into in California and is to be governed by the Laws of this State.

IN WITNESS WHEREOF, this Agreement is executed by the Redevelopment Agency of the City of Fresno, acting by and through its Chairman, pursuant to a duly adopted resolution by the AGENCY, authorizing such execution, and the President and Secretary of CORPORATION are executing this Agreement pursuant to a duly adopted resolution of its Board of Directors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

APPROVED AS TO FORM:  
JAMES P. LOUGH, CITY ATTORNEY  
EX-OFFICIO ATTORNEY FOR THE AGENCY

REDEVELOPMENT AGENCY  
OF THE CITY OF FRESNO

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

By: \_\_\_\_\_  
Michael A. Bierman  
Ex-Officio Executive  
Director

ATTEST:  
JACQUELINE L. RYLE, CITY CLERK  
EX-OFFICIO CLERK OF THE AGENCY

FRESNO REVITALIZATION  
CORPORATION

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

By: \_\_\_\_\_  
NAME:  
TITLE: President

By: \_\_\_\_\_  
NAME:  
TITLE: Secretary

LIST OF ADOPTED AND PROPOSED REDEVELOPMENT AREAS  
SUBJECT TO OPERATING AGREEMENT BETWEEN  
REDEVELOPMENT AGENCY FOR THE CITY OF FRESNO  
AND  
FRESNO REVITALIZATION CORPORATION

ADOPTED REDEVELOPMENT PLAN AREAS

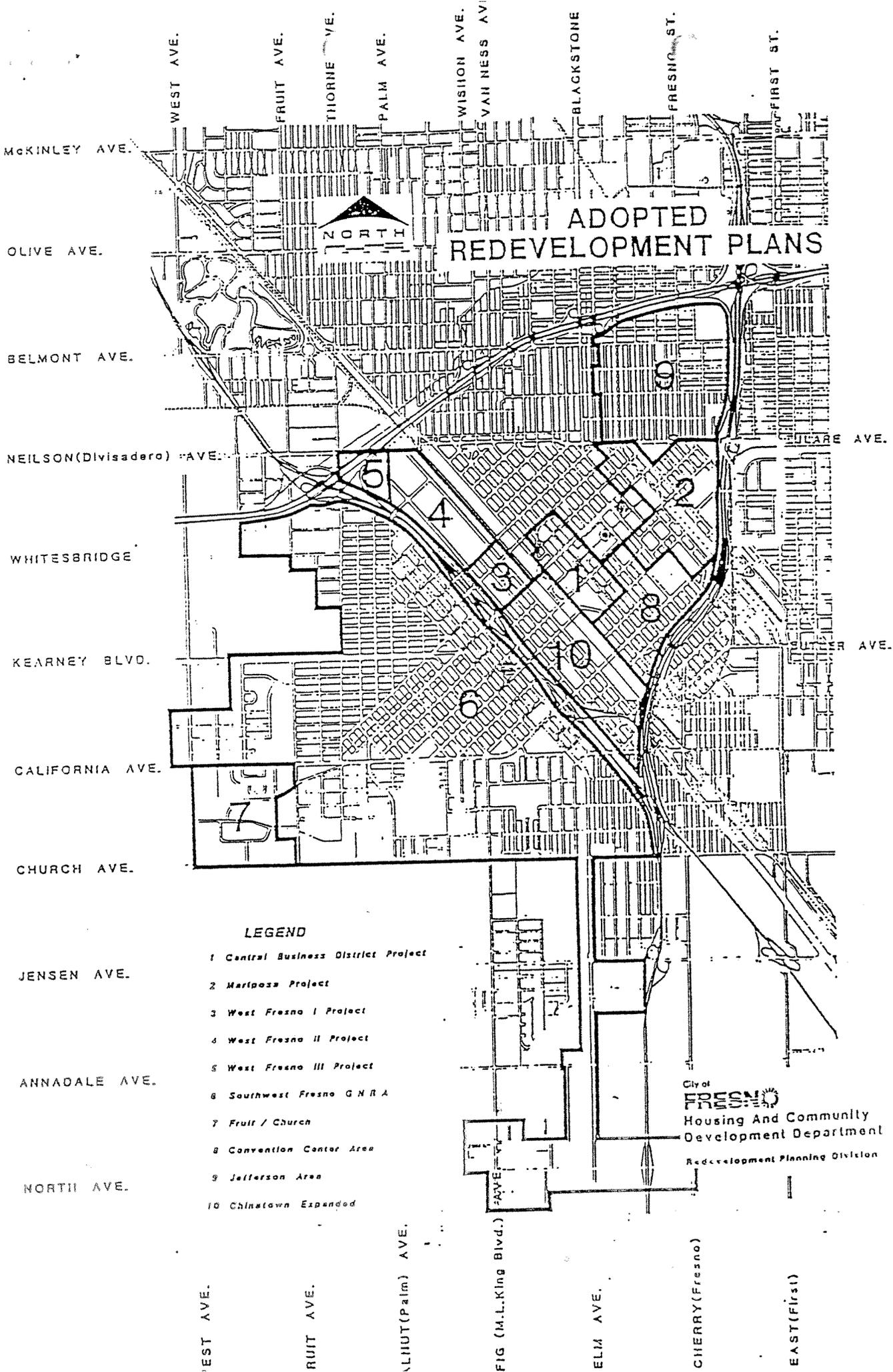
Central Business District  
Chinatown Expanded  
Convention Center  
Fruit/Church  
Jefferson  
Mariposa  
Southwest Fresno General Neighborhood Renewal Area  
West Fresno I  
West Fresno II  
West Fresno III  
Others (as defined by Redevelopment Agency)

PROPOSED REDEVELOPMENT PLAN AREAS

Fulton/Lowell Survey Area  
Roeding Business Park Survey Area  
South Van Ness Industrial Area Project Area  
Yosemite Survey Area  
Others (as defined by Redevelopment Agency)

JF/251

ATTACHMENTS: Adopted Redevelopment Areas Map  
Fulton/Lowell Survey Area Map  
Roeding Business Park Survey Area Map  
South Van Ness Industrial Area Project Area Map  
Yosemite Survey Area Map



# ADOPTED REDEVELOPMENT PLANS

## LEGEND

- 1 Central Business District Project
- 2 Mariposa Project
- 3 West Fresno I Project
- 4 West Fresno II Project
- 5 West Fresno III Project
- 6 Southwest Fresno G N R A
- 7 Fruit / Church
- 8 Convention Center Area
- 9 Jefferson Area
- 10 Chinatown Expanded

City of  
**FRESNO**  
 Housing And Community  
 Development Department  
 Redevelopment Planning Division

JENSEN AVE.

ANNA DALE AVE.

NORTH AVE.

WEST AVE.

FRUIT AVE.

THORNE (Palm) AVE.

FIG (M.L.King Blvd.) AVE.

ELM AVE.

CHERRY (Fresno)

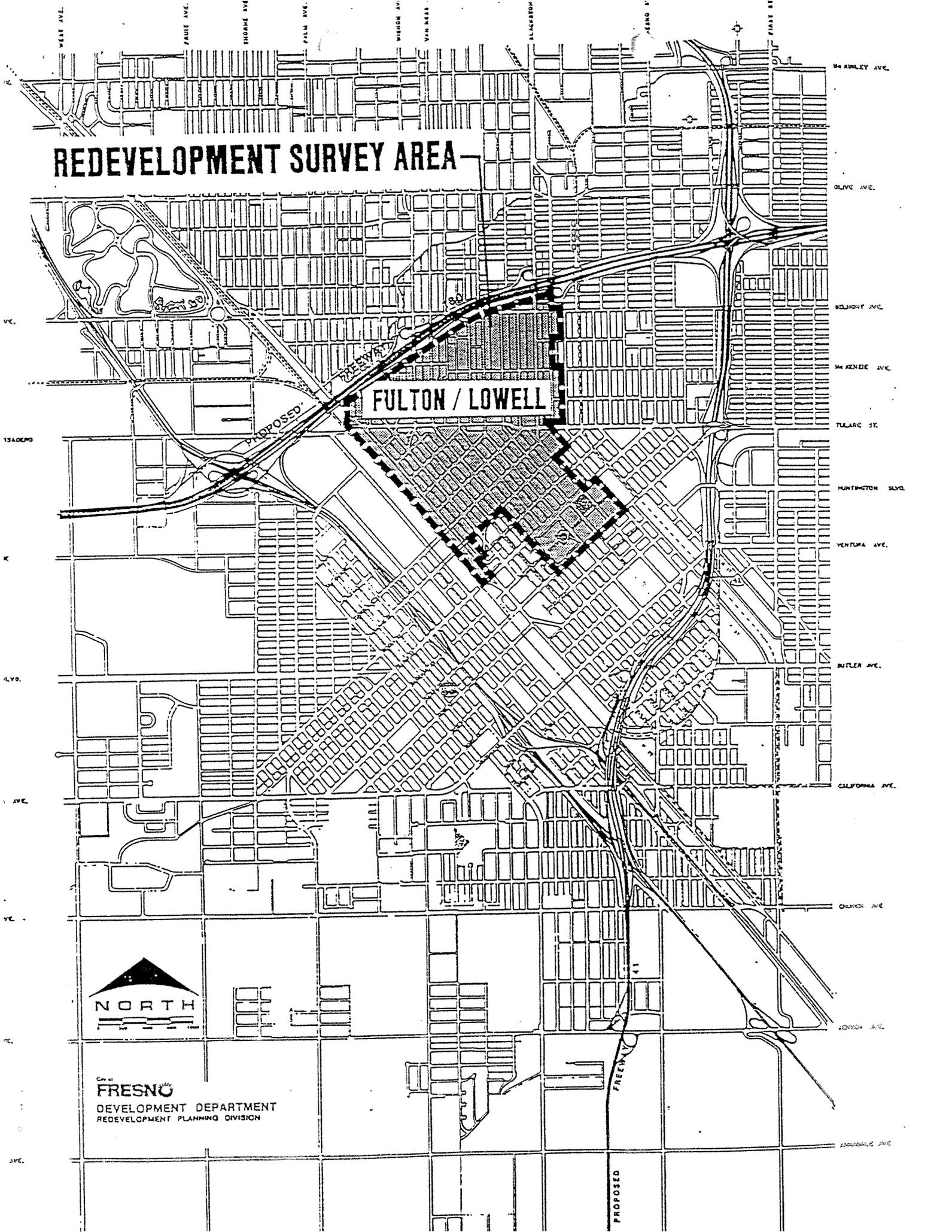
EAST (First)

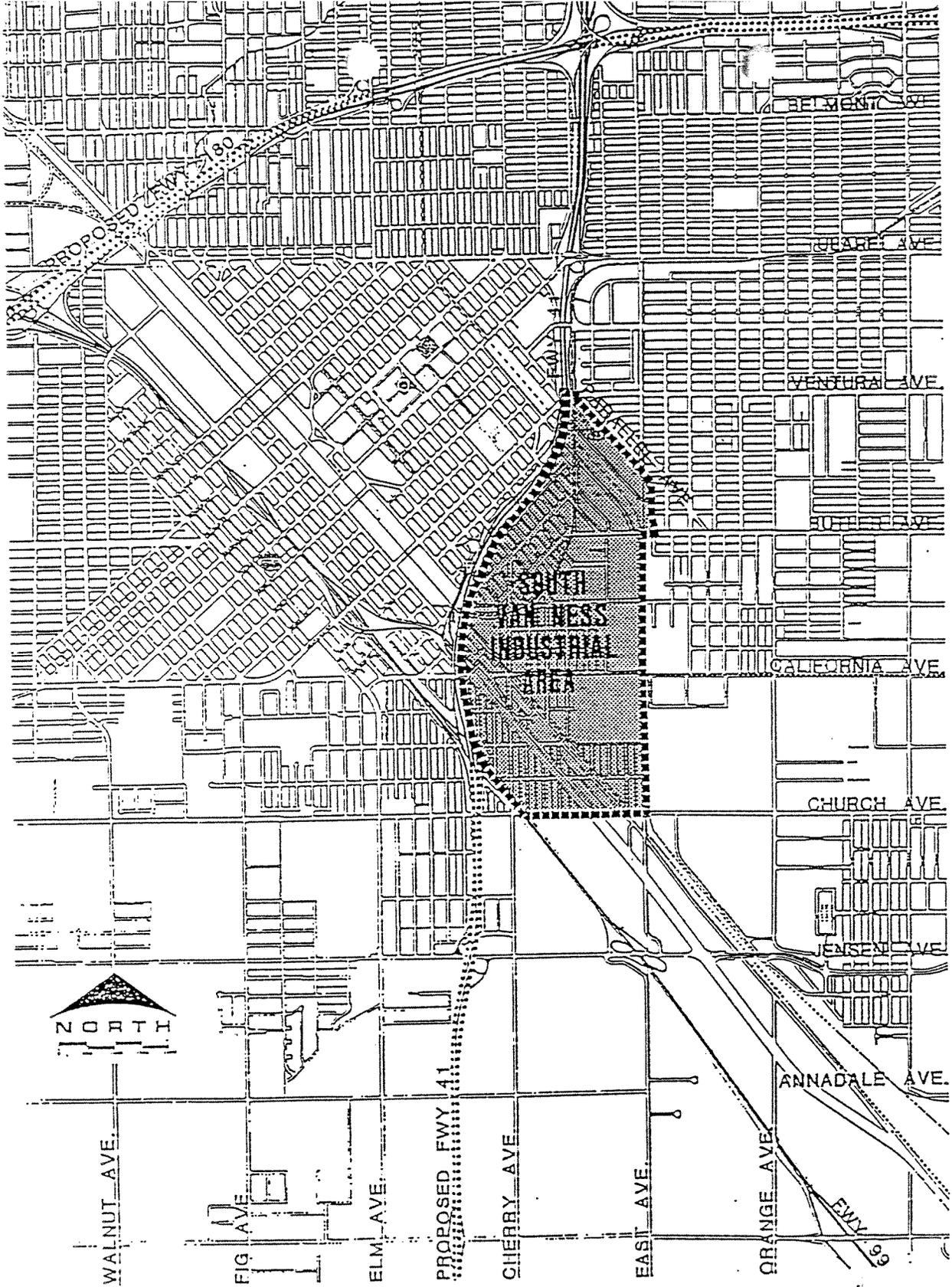
# REDEVELOPMENT SURVEY AREA

FULTON / LOWELL



CITY OF  
**FRESNO**  
DEVELOPMENT DEPARTMENT  
REDEVELOPMENT PLANNING DIVISION





**PROPOSED SOUTH VAN NESS  
INDUSTRIAL AREA REDEVELOPMENT  
SURVEY AREA BOUNDARY**



# FORM 730

## Statement of Economic Interests For Designated Employees

A PUBLIC DOCUMENT  
1995/96

Date Received by Filing Official

RECEIVED

96 MAR 13 PM 3:42

CITY CLERK, FRESNO, CA

(Type or Print in Ink)

NAME OF FILER

Leland E. Scott

POSITION TITLE

DIRECTOR

NAME OF AGENCY

FRESNO REVITALIZATION CORP.

NAME OF DIVISION, UNIT, BOARD, BUREAU, ETC. (IF APPLICABLE)

REDEVELOPMENT AGENCY

MAILING ADDRESS

5730 No. West #106, Fresno, Cal. 93711

DAYTIME TELEPHONE NUMBER

(709) 448-0442

IF YOU ARE FILING AN  
EXPANDED STATEMENT:

Name of Agency

Office/Position

TYPE OF STATEMENT:

ASSUMING OFFICE STATEMENT

Date Assumed Office or, if you are an Appointed Official subject to confirmation, enter the Date Appointed or Nominated:

mo. day yr.

ANNUAL STATEMENT

The period covered is January 1, 1995 through December 31, 1995.

LEAVING OFFICE STATEMENT

The period covered is January 1, 1996 through the date you left your designated position.

Date left designated position:

3 - 7 - 96  
mo. day yr.

INITIAL STATEMENT (Complete this section ONLY if your position has been recently designated or if you are filing under a new conflict of interest code for your agency.)

Effective date of code:

mo. day yr.

CANDIDATE STATEMENT (Complete only if required by the conflict of interest code for the jurisdiction in which you are seeking elective office.)

### VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed the statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on

Feb 29  
(month, day)

19 96  
(year)

at

Fresno, Calif.  
(city and state)

SIGNATURE

Leland E. Scott

submitted after resignation

Mar 13, 1996 J.E.S.

# FORM 730

NAME LELAND E. SCOTT

Check the appropriate box for each schedule. Complete this summary page after you have carefully reviewed your disclosure category, contained in your agency's conflict of interest code, to determine what types of interests must be reported. Instructions are also provided for each schedule. If a schedule does not apply to your disclosure category, check the box "No Reportable Interests."

	SCHEDULE COMPLETED AND ATTACHED	NO REPORTABLE INTERESTS
Schedule A - INVESTMENTS (Not Held By A Business Entity Or Trust)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule B - INTERESTS IN REAL PROPERTY (Not Held By A Business Entity Or Trust)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule C-1 - INTERESTS IN REAL PROPERTY HELD BY A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule C-2 - INVESTMENTS HELD BY A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule D - INCOME (Other Than Loans and Gifts)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule D-1 - INCOME--TRAVEL PAYMENTS, ADVANCES, REIMBURSEMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule E - INCOME--LOANS (Received Or Outstanding During The Reporting Period)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule F - INCOME--GIFTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule G - BUSINESS POSITIONS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule H-1 - COMMISSION INCOME RECEIVED BY BROKERS, AGENTS AND SALESPERSONS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule H-2 - INCOME AND LOANS TO A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule H-3 - INCOME FROM RENTAL PROPERTY	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFTER THE SUMMARY PAGE HAS BEEN COMPLETED, PLEASE RECYCLE THOSE SCHEDULES ON WHICH YOU HAVE NO REPORTABLE INTERESTS.

# FORM 730

NAME \_\_\_\_\_

The following summary must be completed by all filers. Before completing this summary page, review your disclosure category, contained in your agency's conflict of interest code, to determine what types of interests must be reported. Instructions are also provided for each schedule. If a schedule does not apply to your disclosure category, check the box "No Reportable Interests."

	SCHEDULE COMPLETED AND ATTACHED	NO REPORTABLE INTERESTS
<b>I</b> Schedule A - INVESTMENTS ( <i>Not Held By A Business Entity Or Trust</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>III</b> Schedule B - INTERESTS IN REAL PROPERTY ( <i>Not Held By A Business Entity Or Trust</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>III</b> Schedule C-1 - INTERESTS IN REAL PROPERTY HELD BY A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>III</b> Schedule C-2 - INVESTMENTS HELD BY A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II</b> Schedule D - INCOME ( <i>Other Than Loans and Gifts</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II</b> Schedule D-1 - INCOME -- TRAVEL PAYMENTS, ADVANCES, REIMBURSEMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II</b> Schedule E - INCOME -- LOANS ( <i>Received Or Outstanding During The Reporting Period</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II</b> Schedule F - INCOME -- GIFTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I</b> Schedule G - BUSINESS POSITIONS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I</b> Schedule H-1 - COMMISSION INCOME RECEIVED BY BROKERS, AGENTS AND SALESPERSONS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I</b> Schedule H-2 - INCOME AND LOANS TO A BUSINESS ENTITY OR TRUST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I</b> Schedule H-3 - INCOME FROM RENTAL PROPERTY	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFTER THE SUMMARY PAGE HAS BEEN COMPLETED, PLEASE RECYCLE THOSE SCHEDULES ON WHICH YOU HAVE NO REPORTABLE INTERESTS.

# FORM 730

## Statement of Economic Interests For Designated Employees

A PUBLIC DOCUMENT  
1994/95

Date Received by Filing Official

RECEIVED

95 MAR 31 PM 2:20

(Type or Print in Ink)

NAME OF FILER <u>Lanny B. Chan</u>		POSITION TITLE <u>Director</u>
NAME OF AGENCY / DEPARTMENT <u>Fresno Revitalization Corp</u>		NAME OF DIVISION, UNIT, BOARD, BUREAU, ETC. (IF APPLICABLE)
MAILING ADDRESS <u>P.O. Box 5493, Fresno Ca 93755</u>		DAYTIME TELEPHONE NUMBER <u>(209) 221-4428</u>

IF YOU ARE FILING AN  
EXPANDED STATEMENT:

Name of Agency

Office/Position

TYPE OF STATEMENT:

ASSUMING OFFICE STATEMENT

Date Assumed Office or, if you are an Appointed Official subject to confirmation, enter the Date Appointed or Nominated:

mo. day yr.

ANNUAL STATEMENT

The period covered is January 1, 1994 through December 31, 1994.

LEAVING OFFICE STATEMENT

The period covered is January 1, 199\_\_ through the date you left your designated position.

Date left designated position:

mo. day yr.

INITIAL STATEMENT (Complete this section ONLY if your position has been recently designated or if you are filing under a new conflict of interest code for your agency.)

Effective date of code:

mo. day yr.

CANDIDATE STATEMENT (Complete only if required by the conflict of interest code for the jurisdiction in which you are seeking elective office.)

### VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed the statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 31, 19 95, at Fresno Ca  
(month, day) (year) (city and state)

SIGNATURE Lanny Chan