

CITY OF REEDLEY  
LEASE OF AIRPORT PREMISES  
FOR BICYCLE MOTOCROSS TRACK

This Lease Agreement (hereinafter "Lease"), made and entered into effective January 28, 2020, by and between the City of Reedley (Lessor), a political subdivision of the State of California, and **Paul and Donna Huebert**, as individuals, operating an authorized track of the American Bicycle Association in Reedley, California (Lessee). Lessor and Lessee enter into this lease in consideration of each and every term hereof; and expressly acknowledge that this lease supersedes in all respects any prior written and/or oral agreement(s) between them.

**1. Description of Leased Premises.** Lessor hereby leases to Lessee those premises at the Airport, more particularly situated and described in "Exhibit A" attached hereto and incorporated by this reference. The real property leased and all appurtenant improvements, whether initially included or later constructed, installed or supplied in accordance with this lease.

**2. Term.** The term of this lease shall consist of a term of one (1) year expiring at midnight on December 31, 2020. Lessor may extend this Lease for up to four (4) additional 12-month periods, with notification in writing signed by both parties prior to the subsequent Lease period. Under no circumstances will this agreement be extended beyond December 31, 2024 without City of Reedley City Council approval.

**3. Rental and Other Consideration.** Rent shall be paid in equal amounts in June and November of each year at the rate of \$3,247 annually. At the end of each year the Lessor will evaluate the rent amount and may implement a maximum of a 2% increase to keep with "Fair Market Value".

**4. Improvements.** All permanent improvements shown or otherwise described on "Exhibit A" are the property of Lessor, or otherwise defined as all excavations, trenching, grading, paving, concrete work, utilities, conduits, wiring, tanks, drains, plumbing, culverts, fencing, landscaping, structures, equipment, facilities or fixtures to the real property leased, whether initially included or later constructed, installed or supplied in accordance with this lease. Lessee's goods, materials, parts, supplies, inventory, personal items, portable tools and equipment, vehicles, and business records shall not be considered "improvements". Per Lessee's request, consideration will be given to allowing removal of the fence around the BMX track which was installed by Lessee. All improvements, with the exception of track improvements, will need prior written approval of the Airport Manager.

**5. Use/Services Provided.** Lessee shall use the premises only for the operation and maintenance of a bicycle motocross track, consistent with all conditions in the Site Plan Review No. 247-1-96 for the BMX Track Facilities, per Exhibit A attached. Lessee shall not use, or permit to be used, the premises or any part thereof for any purpose other than the purpose for which the premises are leased. Lessee shall have the right to use Premises for the following purposes:

- Bicycle motocross events and training
- Food Services, including operation of vending machines
- Maintain, service, & repair equipment associated with the operation
- Safely store and supply fuel, oil, equipment & supplies as needed
- Install City-approved signs and advertising visible to the public promoting Lessee and/or sponsors
- Conduct any other lawful activity incidental to the service, repair, sales and rental services

Lessee shall require that any vendor conducting business on the premises has a valid current City Business License.

Lessee shall submit to Lessor by February 1<sup>st</sup> each year of this Agreement, a schedule including hours of operation, events and activities. Subsequent changes to this schedule must be re-submitted.

**6. Termination.** Prior to the end of Lease, Lessee may terminate this lease upon 30 days prior written notice if any law, statute, ordinance, rule or regulation should be imposed by any federal, state, county, or local



agency, which makes the operation and maintenance of a bicycle motocross track impossible or impractical to operate due to safety and/or economic reasons, or if Lessor further develops the airport in such a manner which makes the operation of Lessee's business impossible or impractical to operate due to safety and/or economic reasons. Prior to the end of Lease, Lessor may terminate this lease at any time upon 30 days prior written notice, with or without cause.

**7. Maintenance of Premises.** Lessee shall at all times keep the premises in a neat, safe, and sanitary condition, and free of weeds and other noxious growth, and shall at all times conduct its operations hereunder in strict compliance with all applicable and pertinent laws, statutes, ordinance rules and regulations of all governmental entities and agencies. Lessee shall further keep and maintain the premises in good order, condition and repair, reasonable wear and tear and damage by the elements excepted. Lessee shall take all reasonable precautions to protect the premises from weather or other damage, theft, vandalism and other such hazards. Lessee shall keep and store out of sight all materials, supplies and products brought upon the premises, whether for sale, use, or otherwise. Lessee shall keep and store out of sight all equipment brought upon the premises to the extent the premises are capable of storing or housing said equipment. Lessee shall also be responsible for lawful removal and disposal of all trash, refuse, debris and any other waste products arising from Lessee's use or occupancy under this lease. Additionally, Lessee shall comply with Lessor directives and regulations relative to noise, lighting, dust, and other conditions with affect surrounding properties and uses.

**8. Licenses, Fees, Taxes and Utilities.** Lessee shall assume responsibility for and shall pay all federal, state and local license costs, fees, and taxes (including any possessory interest taxes) as well as all utility charges and costs arising out of or in connection with this lease, including but not limited to charges for light, power, water.

**9. Non-exclusive Use.** Lessee does not have or enjoy, and may not grant, any exclusive rights of any kind which are forbidden by the Federal Aviation Act of 1958, or which are forbidden by any other applicable or pertinent law, statute, ordinance, rule or regulation of any governmental entity or agency.

**10. Indemnification.** To the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City, and each of their officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; and/or (ii) performance of, or failure to perform, this Lease. Lessee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.

Lessee's occupancy, maintenance and use of the Leased Premises shall be at Lessee's sole risk and expense. Lessee accepts all risk relating to Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; and (ii) the performance of, or failure to perform, this Lease. City shall not be liable to Lessee for, and Lessee hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Leased Premises in any way related to the Lessee's operations and activities. Lessee shall immediately notify City of any occurrence on the Lease Premises resulting in injury or death to any person or damage to property of any person.

The provisions of this Section shall survive termination or expiration of this Lease.

**11. Insurance.** Throughout the life of this Lease, Lessee shall pay for and maintain, either individually or through the American Bicycle Association, in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:



- COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.
- COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "all owned autos", "hired autos", "scheduled autos", and "non-owned autos" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Only required if automobiles are to be operated on leased property.

Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions. Lessee shall notify Lessor at least 30 days prior to any use of the premises that is not covered by policies of insurance provided by the American Bicycle Association. Lessor will work with Lessee to determine if adequate insurance coverage held as individuals can be modified or if special event insurance can be purchased through the City.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to Lessor. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish Lessor with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for Lessor, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General and Auto Liability insurance policies shall be written on an occurrence and per accident form, respectively and shall name Lessor, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of Lessor. Lessee shall have furnished Lessor with the certificate(s) and applicable endorsements for ALL required insurance prior to Lessor's execution of the Lease.

If at any time during the life of the Lease or any extension, Lessee fails to maintain any required insurance in full force and effect, all Lessee's activities under this Lease shall be discontinued immediately, until notice is received by Lessor that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Lessor. Any failure to maintain the required insurance shall be sufficient cause for Lessor to terminate this Lease. No action taken by Lessor pursuant to this section shall in any way relieve Lessee of its responsibilities under this Lease.

The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Lessor and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Lessee, employees, agents, volunteers, invitees, suppliers, vendors, consultants, contractors or subcontractors.

Upon request of Lessor, Lessee shall immediately furnish Lessor with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

**12. Non-Assignment.** Lessee shall not encumber, assign or sub-lease any rights or duties under this lease without the written consent of Lessor. Any change in ownership (voluntary, involuntary, by operation of law, or otherwise) of the controlling interest of Lessee from the signer(s) of this lease, shall be deemed an assignment subject to this paragraph. Consent to encumbrance, assignment and/or sub-lease shall not be



unreasonably withheld.

**13. Licenses, Independent Contractor Status.** All of Lessee's employees, officers, agents, assigns and sub-lessees shall be licensed when required by law. All shall be officers, agents, employees, assigns and sub-lessees of Lessee only, as an independent contractor; and they shall not in any instance be, or be construed to be, officers, agents, employees, assigns or sub-lessees of Lessor.

**14. Lessor Control.** It is understood and agreed that general control over the Airport and all flying activities in connection therewith are vested by law in Lessor acting by and through its Council, committees and officers, agents, and employees except as the same are subject to other local, state, or federal laws, rules, or regulations. In the operation of any activity conducted under the terms of this lease or otherwise, Lessee shall comply with all reasonable rules and regulations adopted by Lessor for the use and operation of the airport which are not in conflict with the terms of the lease.

**15. Lessor's Reserved Airport Rights.** Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance, provided any such development or improvement does not encroach upon the premises. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard. There is hereby reserved to Lessor for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operation on the airport.

Lessee shall not erect nor permit the erection of any structure or object nor permit the growth of any tree on the premises which will exceed the limits established by, or violate any restriction of the Airport Hazard Zone of the Airport as it is designated from time to time. Lessee shall not use the Airport or the premises in any manner which might interfere with the operation of aircraft on or about the Airport or in any manner which might otherwise constitute a hazard.

**16. Continue Airport Operations.** Within its financial constraints and subject to acts beyond the control of Lessor, the Lessor does hereby obligate itself during the term hereof to continue the operation of said airport as a public airport, consistent with public regulations. If the Airport is temporarily closed by lawful authority (other than weather closures), the term of this lease shall be extended for the same period of any such closure, and all rental payments hereunder shall be abated during such closure.

**17. Damage to Premises.** If the premises are damaged from any cause, Lessee shall forthwith repair the same within 120 days and this lease shall continue, except that rent shall be reduced proportionately during the repair period to the extent the making of repairs interferes with Lessee's business. If damage to the premises exceeds 50% of the total replacement cost of all improvements then existing; or if such damage cannot be repaired within 120 days, Lessee may terminate this lease by giving notice thereof within 15 days of such damage. Lessee shall maintain casualty insurance to Lessor's satisfaction to guarantee performance of these obligations, the proceeds to be payable jointly to Lessor and Lessee or their order, with the total of all proceeds to be payable to Lessor alone should Lessee elect to terminate under this clause.

**18. Entry/inspection of Premises/Records.** Lessor shall have the right to enter the premises at reasonable times and places for the purpose of inspection and/or abatement of any nuisance or cure of any breach. Lessor shall also have the right to inspect and audit all records, books, and accounts of Lessee pertaining to this lease.

**19. No Change or Improvement Without Approval.** Except as otherwise expressly provided in this Lease, Lessee shall not make any other change, alteration or improvement to the premises without the prior written consent and approval of Lessor. Any change, alteration or improvement shall be made at Lessee's sole cost and expense unless Lessor otherwise agrees in writing.

**20. Holdover.** If Lessee remains in possession of the premises after expiration of the initial or any extended



term without a new lease being negotiated, such occupancy of the premises shall be on the same terms and conditions as provided herein, except that it shall be on a month-to-month tenancy basis.

**21. Eminent Domain.** If the premises are taken by eminent domain, whether by Lessor or otherwise, this lease shall terminate. The proceeds of any award shall be divided between Lessor and Lessee in accordance with their respective interests as determined by the Court.

**22. Right to Premises Upon Termination.** The premises shall become the sole possession of Lessor upon expiration of the initial or any extended term provided by this lease (or upon any sooner termination thereof) without any further compensation by Lessor to Lessee. Lessee shall promptly remove all items from the premises that are not improvements. Lessor may require Lessee to remove any or all improvements from the premises at Lessee's expense, in which case Lessee shall promptly remove the improvement(s) as directed and shall restore the premises to their prior condition.

**23. Attorneys' Fees.** In the event suit shall be brought for enforcement of this lease, reasonable attorneys' fees shall be awarded the prevailing party by the Court.

**24. Surrender of premises.** Lessee accepts the premises in "as is" condition and agrees, upon the expiration of the lease or any sooner termination, to peacefully and quietly yield up and surrender possession of the premises to Lessor, in as good order and condition as reasonable wear and tear and damage by the elements allow.

**25. Notices.** All notices to be given to Lessee may be given in writing, personally or by depositing the same in the United States Mail, postage prepaid, and addressed to Lessee at said premises, whether or not Lessee has departed from, abandoned, or vacated the premises. Notices to Lessor shall be given to the Airport Manager.

**26. Subsequent Parties/Time.** All the terms and conditions of this lease shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Lessor and Lessee. Time is hereby declared to be of essence in this lease.

**27. Subordination.** This agreement shall be subordinated to the provisions and requirements of any existing or future agreements between Lessor or the County of Fresno, and the State of California and/or the United States, relative to the operation, maintenance, or development of the Airport.

**28. Federal Aviation Administration (FAA) Provisions.** The lessee for himself, his personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(The airport sponsor shall insert the paragraph above in all airport contracts, leases, subcontracts, subleases and other agreements at all tiers, AC 150/5100-15A.)

The lessee by accepting this lease agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the lessee.

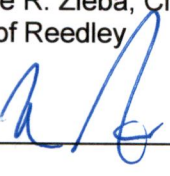


The lessee by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the lessee.

The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

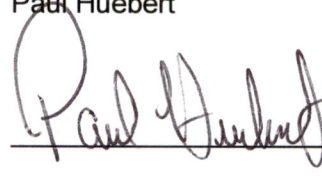
For the Lessor

Nicole R. Zieba, City Manager  
City of Reedley

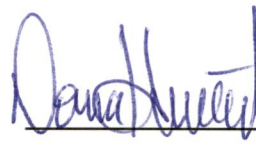
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Date

For the Lessee

Paul Huebert

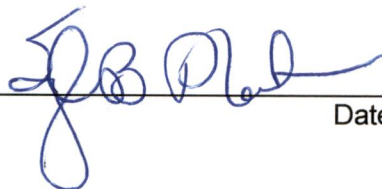
 2/11/20  
Date

Donna Huebert

 2-11-20  
Date

Attested:

Sylvia Plata, City Clerk

 2/11/20  
Date

Attachments: Exhibit A - Site Plan Review No. 247-1-96 for the BMX Track Facilities  
Exhibit B - Airport Layout Map Showing BMX Facility



**EXHIBIT "A"**

**CONDITIONS TO THE APPROVAL OF SITE PLAN REVIEW NO.  
247-1-96 FOR A PROPOSED BMX TRACK ON AIRPORT PROPERTY  
LOCATED AT 4557 S. FRANKWOOD AVENUE.**

1. A detailed landscaping plan shall be approved by the City of Reedley showing the location, type, size, and botanical name of plants/trees and methods of irrigation. The landscaping plan shall be prepared by a licensed landscape architect or other qualified person approved by the City of Reedley. The ground shall be made weed free and kept weed free. All landscaping improvements shall comply with the approved plan and shall be installed in accordance with a schedule approved by the Community Services Director.
2. All lighting shall be hooded and located so as to deflect light away from adjoining properties.
3. Any change in the approved project site design and layout must be reviewed and approved by the Community Development Department prior to the issuance of a building permit.
4. Prior to the issuance of any building permit, the developer shall provide to the City written certification of payment of Kings Canyon Unified School facilities fees adopted according to law at the time a complete application for the building permit is submitted to and accepted by the City.
5. Site Plan Review approval shall become void one year following the date of approval unless, prior to the expiration of one year, construction is commenced and diligently pursued toward completion of the site or structure which was the subject of the site plan. Approval may be extended for an additional period or periods of one year upon written application to the Community Development Director before expiration of the first approval.
6. All open and unlandscaped portions of the lot shall be maintained in good condition, free from weeds, dust, trash, and debris.
7. Approval does not authorize any deviation from the fire and building code.
8. Detailed plans, drawn to scale, showing the buildings and any electrical, plumbing and mechanical facilities, as well as the proposed grading, shall be submitted to the Building Department prior to obtaining a building permit.
9. Handicapped parking spaces shall be a minimum of 14 feet in width and clearly identified on the site. The number of handicapped spaces shall be determined in accordance with Title 24, California Code of Regulations (CCR) [available in the City Building Department].
10. An accessible route of travel shall be provided throughout the project for the physically disabled, as required by CCR Title 24.
11. Fire extinguishers shall be installed in accordance with the Uniform Fire Code. Consult with the Reedley Fire Chief for number and locations.





12. Existing natural drainage flow shall be maintained within the proposed site. Design of any drainage structures shall be approved by the City Engineer. Any changes in drainage shall require a grading and drainage plan designed by a registered Civil Engineer. If a grading and drainage plan is required, Fresno County shall also review and approve the plan to ensure that properties under the County's jurisdiction and adjacent to the development site are not adversely impacted in the event of increased storm water run-off.
13. Arrangements shall be made with the Community Services Director for removal of trash from the site. Site shall be kept free of litter at all times.
14. The developer shall install and maintain minimum 6-foot high chain-link fencing around the entire BMX track site and parking lot.
15. The proposed BMX site parking lot shall not be utilized as an overnight recreational vehicle/camper facility or storage area nor shall the track operators advertise the same.
16. The developer shall incorporate dust and erosion control measures into the construction phase of the project. The City Engineer shall review and approve said measures prior to the initiation of grading for the BMX track and parking lot.
17. An operational statement shall be provided to the Community Development Director describing the hours of operation, number of events, days the events will be held, number of entries allowed, estimate of the number of people in attendance, etc. The operational statement shall be reviewed and approved by the Community Development Director.
18. The developer shall contact and comply with all review and approval procedures required by the Fresno County Community Health Department, Environmental Health System, prior to the issuance of building permits. Provision of food services and number of portable toilets to be provided on-site shall comply with requirements of the County Health Department and City Building Department.
19. If cultural/archaeological materials or human remains are unearthed during grading or construction activities, work must immediately be halted in the vicinity of the find, and the Community Services Director shall be immediately notified. The Community Services Director shall then initiate proceedings as specified in the "Negative Archaeological Survey Report" dated April 7, 1996, and prepared by Dr. James S. Kus, Consulting Archaeologist.
20. The parking lot and driveway shall be paved, covered with gravel, or other dust-inhibiting surface approved by the City Engineer and Community Services Director to control dust generation. Surfacing shall be adequately maintained at all times.
21. The project shall be subject to the requirements of Regulation VIII of the San Joaquin Valley Unified Air Pollution Control District (See attachment).
22. The BMX track and, if not paved, the parking lot shall be sufficiently watered to minimize dust generation. Watering of these areas shall comply with Regulation VIII of the San Joaquin Valley Unified Air Pollution Control District and be sufficient to prevent fugitive dust from adversely impacting nearby properties. The BMX track operator shall establish a watering schedule for review and approval by the Community Services Director. If dust generation occurs, the Community





Services Director may establish additional conditions, including increased watering, to control dust problems.

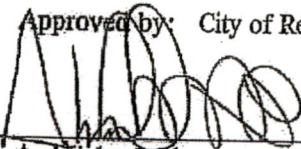
23. The project shall be subject to the Rural Residential Noise Standard established in the Noise Element of the Reedley General Plan (see attached excerpt). Standards established in the Noise Element shall not be exceeded.
24. If a public address system is installed, speakers shall be directed towards the center of the property to minimize potential impacts to nearby sensitive receivers and properties.
25. BMX practices and events shall not be held during times that Great Western School is in regular class session. If the BMX track operator desires to use school facilities, including parking facilities, for BMX events, the operator must obtain a facility users permit from Kings Canyon Unified School District.
26. Due to DBCP contamination, water obtained from the City well on the airport property shall not be used for drinking or cooking. Potable water shall be brought to the site for drinking and cooking purposes. Signs shall be placed on or next to all faucets connected to the Airport water system stating that water from these faucets is non-potable.

As an alternative, the BMX operator can consider placing a filtration system on the existing water system to remove DBCP. Any filtration system used on the site shall produce water which meets State drinking water standards and shall be approved by the Community Services Director prior to use.

27. The BMX track operator shall obtain and maintain all necessary permits from public agencies having jurisdiction over BMX track activities.
28. Initiation of use of the BMX track requires the satisfactory completion of all above conditions unless otherwise noted.

Approved by: City of Reedley

Accepted by: Paul Huebert

  
A. Michael Olmos,  
Community Development Director

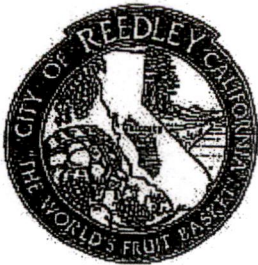
\_\_\_\_\_  
Paul Huebert

Attachment: Rural Residential Noise Standard  
Regulation VIII of SJVUAPCD

April 26, 1996







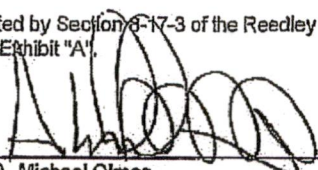
CITY OF REEDLEY  
COMMUNITY DEVELOPMENT DEPARTMENT  
1733 9TH STREET  
REEDLEY, CA 93654  
(209) 637-4200, EXT. 222

### SITE PLAN REVIEW ACCEPTANCE OF CONDITIONS

An application for approval of plans as required by Section 8-17-2 of the Reedley City Code was filed on January 12, 1996, and submitted by Paul Huebert. This application has been designated as Site Plan Review No. 247-1-96 (proposed BMX track on airport property located at 4557 S. Frankwood Avenue).

Please be advised that said application is hereby approved per authority granted by Section 8-17-3 of the Reedley City Code. Approval is granted subject to the attached conditions, Numbers 1 through 28, labeled Exhibit "A".

Approved this 26th day of April, 1996.

  
A. Michael Olmos,  
Community Development Director

### ACCEPTANCE OF CONDITIONS

Date: \_\_\_\_\_, 19\_\_\_\_

I, \_\_\_\_\_, applicant of the above listed Site Plan Review application, hereby accept Conditions numbered 1 through 28, and do hereby agree to abide by said conditions.

I also acknowledge that I am fully aware that Condition No. 28 states all conditions shall be fully complied with prior to issuance of any Certificate of Occupancy unless other arrangements have been made in writing with the Community Development Director.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

### TO THE ATTENTION OF THE APPLICANT:

Portions of Sections of the Reedley City Code relating to Certificates of Occupancy are as follows:

#### CERTIFICATES OF OCCUPANCY.

**FOR USES OF BUILDINGS.** No building hereafter erected, moved, enlarged, or altered shall be occupied, used, or changed in use until after a Certificate of Occupancy shall have been issued by the Building Official. Such certificate shall be applied for coincident with the application for a building permit and shall be issued only after such building, enlargement, or alteration has been completed in conformity with the provisions of this chapter and with an approved site plan and applicable required conditions.

#### BUILDING PERMITS.

Before an occupancy permit shall be issued, all required on-site (outside the City right-of-way) and off-site (within the City right-of-way) improvements shall have been completed.

Return to TOC





EXCERPTS FROM CITY OF REEDLEY NOISE ELEMENT

703-02 Develop a policy framework necessary to achieve and maintain a healthful noise environment.

704 POLICIES

704-01 The standards contained herein shall be considered general guidelines for developing and maintaining a noise ordinance that will achieve the intent of this element.

704-02 In order to maintain an acceptable noise environment, the following maximum acceptable noise levels should be established for various land use designations:

| Land Use  | Daytime<br>$L_{50}$ * | Nighttime<br>$L_{50}$ | Daily $L_{dN}$ |          |
|---|-----------------------|-----------------------|----------------|----------|
|   |                       |                       | Exterior       | Interior |
| Rural Residential                                 | 50 dBA                | 45 dBA                | 55 dBA         | 45 dBA   |
| Urban Residential and Noise Sensitive Receivers** | 55                    | 50                    | 60             | 45       |
| Urban Commercial                                  | 65                    | 60                    | --             | --       |
| Urban Industrial                                  | 70                    | 70                    | --             | --       |

Notes: \*  $L_{50}$  - Exterior sound level exceeded 50% of the total time.

\*\* Schools, parks, hospitals and rest homes.

704-03 Areas subject to an  $L_{dN}$  greater than 60 dBA are identified as noise impact zones.

704-04 Within noise impact zones, the City will evaluate the noise impact on development proposals. Mitigating measures, including but not limited to the following, may be required:

704-04.1 Setbacks, berms, and barriers.

704-04.2 Acoustical design of structures.





**Rule 8040: Landfills**

|       |  |   |
|-------|--|---|
| 2.0   | <b>Applicability:</b> All operational landfill sites, landfill closure activities, and activities conducted at closed landfill sites which disturb surface soils covering an area of more than one acre. |   |
| 4.0   | <b>Exemptions:</b> Landfills where active disposal and excavation areas disturb less than one acre of soil.  |   |
| 5.1   | Construction of a landfill site.   | Requirements of District Rule 8020 and the California Code of Regulations (CCR) Sections 17659 and 17706 apply.   |
| 5.2   | Adjacent public paved roads, shoulders & accesses.   | Rule 8020, 5.4 applies.   |
| 5.2.1 | Interior roads of the landfill site.   | Landfill roads connected to off-site adjacent paved public roads must be paved for a sufficient distance to allow mud and dirt accumulation to drop off. Sufficient cleaning of interior roads to limit carry out onto the off-site public roads. The use of blower devices for removal of accumulations is prohibited. Use of dry rotary brushes is prohibited, except when preceded or accompanied by sufficient wetting. |
| 5.4   | Storage of construction vehicles, equipment, and materials.  | Rule 8070 applies.  |
| 6.1   | Operators of landfill disposal sites and operations required to submit reports to the California Integrated Waste Management Board (CIWMB) in compliance with CCR 17618.                                 | Provide a copy of each report to the SJVUAFCD within 30 days from the date transmitted to the CIWMB.  |

**Rule 8050: Paved and Unpaved Roads**

|       |   |  |
|-------|---|--|
| 2.0   | <b>Applicability:</b> Any paved, or unpaved public or private road, street, highway, freeway, alley, way, access drive, access easement, or driveway constructed or modified after the effective date of this Rule.   |  |
| 4.0   | <b>Exemptions:</b> Easements and roads providing access for not more than ten residences; paved roads less than three miles in length, and unpaved roads less than 1/2 mile in length; agricultural access roads; roads which have been approved, or for which construction bids have been awarded, prior to the effective date of this Rule; gated roads owned by a public agency, special district, or public utility; road maintenance and resurfacing activities. |  |
| 5.1.1 | New construction, modifications, or approvals of paved roads with projected average daily vehicle trips of 500 vehicles or more.  | Comply with American Association of State Highway and Transportation Officials (AASHTO) guidelines for the width of shoulders and median shoulders. Additional requirements, exemptions or alternative compliance measures may apply.  |
| 5.2   | Construction and use of new unpaved roads.  | At least 50% of the length of the new road surface is controlled by application of chemical dust suppressant/stabilizer, or the entire surface is controlled by application of water at least one time per week as necessary, or at least 25% of the length of the new road is paved and maintained. |
| 6.1   | Government Agencies having jurisdiction over publicly maintained paved roads open to public access.   | Require preparation and submittal of a written report to the SJVUAFCD documenting compliance with the provisions of this Rule. Initial report prepared for the year 1994 and biennially thereafter. Additional requirements apply.   |

**Rule 8070: Parking, Shipping, Receiving, Transfer, Fueling and Service Areas**

|     |  |   |
|-----|--|---|
| 2.0 | <b>Applicability:</b> All unpaved vehicle and/or equipment parking areas, fueling and service areas; and shipping, receiving, and transfer areas which are of one acre or larger in size.                  |   |
| 3.0 | <b>Exemptions:</b> Activities described above which are conducted on sites less than one acre in size; agricultural activities; timber harvesting activities; and exposed surfaces of lake and river beds. |   |
| 4.1 | On days the area is used.  | Application of either water at least once daily, a chemical dust suppressant/stabilizer in accordance with manufacturer's recommendations for road applications, or gravel to the entire surface. |
| 4.2 | Public paved roads, shoulders, and access ways adjacent to the site.   | Rule 8020, 5.4 applies.   |

WPS.1/February 1995

For additional information please contact the compliance division of your nearest District regional office:

**Northern Region**  
30 Klemen Avenue, Suite 130 Modesto, CA 95356  
(209) 545-7000

**Central Region**  
1999 Tualuma Street, Suite 200 Fresno, CA 93721  
(209) 487-1100

**Southern Region**  
2700 N Street, Suite 275 Bakersfield, CA 93301  
(805) 861-3682





**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**Regulation VIII Fugitive Dust/PM<sub>10</sub> Synopsis**

**Rule 8010: Administrative Requirements**

| Section | Applicability   | Requirements/Implementation  |
|---------|---|--|
| 2.0     | <b>Applicability:</b> This regulation applies to specified outdoor man-made sources of fugitive dust for the purpose of attaining health-based standards for fine particulate matter (PM <sub>10</sub> ). Effective Date of Regulation VIII Rules: December 10, 1993. [For the purpose of this regulation <i>visible dust emissions</i> is defined as: visible dust of such opacity as to obscure an observer's view to a degree equal to or greater than an opacity of 40% (40%), for a period or periods aggregating more than three minutes in any one hour, except as set forth in Rule 8030, 5.1.] |  |
| 4.0     | <b>Exemptions:</b> (All Regulation VIII Rules) Actions required by law to protect the environment; current District permitted activities with PM <sub>10</sub> control measures greater than or equal to this regulation; public health & safety emergency operations lasting less than 30 days; vegetative reduction required by a Federal, State or local agency for fire prevention; and activities conducted above the elevation of 3000 feet, or during freezing conditions.   |  |
| 5.1     | Chemical Stabilizing Agents.  | Must meet ARB/EPA acceptability and air/water quality standards.   |
| 5.4     | Dust Palliative and Asphalt Paving.   | Shall comply with other applicable District Rules (i.e. Rule 4641) |

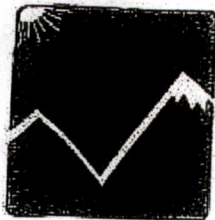
**Rule 8020: Construction, Demolition, Excavation, Extraction**

|     |  |   |
|-----|--|---|
| 2.0 | <b>Applicability:</b> Any construction, demolition, excavation, extraction, water mining related disturbances of soil, and the initial construction of landfills prior to commencement of landfill operations.   |   |
| 4.0 | <b>Exemptions:</b> Land preparation for agriculture; activities approved prior to the effective date of this Rule; blasting activities; maintenance or remodeling activities of less than 10,000 square feet or 50% of building area; renovation of ground water recharge basins; and solar drying & harvesting of sedimentary calcium carbonate precipitates. Compliance with Section 5.1 of this rule is not required where soil moisture or natural crusting is sufficient to limit visible dust emissions. |   |
| 5.1 | All disturbed areas of a construction site, including storage piles, not used for seven or more days.  | Effective stabilization of visible dust emissions (40%) utilizing water, chemical stabilizer/suppressant, or vegetative ground cover.   |
| 5.2 | On-site unpaved roads and off-site unpaved access roads.   | Effective stabilization of visible dust emissions (40%) utilizing water, or a chemical stabilizer/suppressant.  |
| 5.3 | Land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities.<br><br>Operation of wrecking balls or wrecking equipment.  | Effective control of fugitive dust emissions utilizing the application of water, or by presoaking.<br><br>All exterior surfaces of a building up to six stories in height shall be wetted during demolition.  |
| 5.4 | Public paved roads, shoulders, and access ways adjacent to the site.   | Limit or promptly remove any accumulation of mud or dirt. Recommended use of paved aprons, gravel strips, or wheel washers. The use of blower devices for the removal of accumulations is prohibited. The use of dry rotary brushes is prohibited, except where preceded or accompanied by wetting to limit dust emissions. |

**Rule 8030: Storage, Handling and Transport of Bulk Materials**

|     |   |  |
|-----|---|--|
| 2.0 | <b>Applicability:</b> Outdoor handling/storage of bulk material emitting visible dust. Additional requirements may apply if compliance with this Rule requires the installation or modification of equipment under existing District permit.  |  |
| 4.0 | <b>Exemptions:</b> Conditions where moisture content of the material is sufficient to limit visible dust emissions; agricultural harvesting, open air drying, handling or storage of baled, cubed, pelletized, long-stemmed or pre-cleaned material; timber harvesting; dust free materials; materials less than 250 cubic yards; and materials subject to damage by wetting. |  |
| 5.1 | Transport of bulk materials in an outside area for a distance of twelve feet or greater with the use of a chute or conveyor device.   | Chute/conveyer must be fully enclosed, or spray equipment wets materials to limit visible dust emissions (20% opacity) as defined in District Rule 4101-Visible Emissions, or materials conveyed are washed, separated, or screened to remove PM <sub>10</sub> . |
| 5.2 | Materials transported by vehicle, except on site.   | Requirements of Rule 8020, 5.4 apply. Wet material to limit visible dust emissions (40%), or provide at least six inches of freeboard space from the top of the transport container, or cover the container.   |
| 5.3 | Outdoor storage of materials greater than 250 cubic yards.  | Effective stabilization of visible dust emissions (40%) utilizing water, or a chemical stabilizer/suppressant, within seven days after the addition or removal of materials.   |





San Joaquin Valley  
Unified Air Pollution Control District

March 25, 1996



C960167

A. Michael Olmos  
Planning Department  
City of Reedley  
845 "G" Street  
Reedley CA 93654-2696

MAR 27 1996

Subject: SPR 247-1-96: Proposed BMX Track on Airport Property. Project Location: 4557 S. Frankwood Avenue

Dear Mr. Olmos:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above and offers the following comments:

The entire San Joaquin Valley is nonattainment for ozone and fine particulate matter (PM-10). However, it does not appear that this project will result in any significant adverse air quality impacts. The development phase of this project, however, could temporarily increase emissions of PM-10 and will be subject to certain aspects of District Regulation VIII. Regulation VIII is a series of rules designed to reduce emissions of PM-10 resulting from human activity and is required. A synopsis highlighting many of the requirements of this regulation has been enclosed.

Thank you for the opportunity to comment on this project. If you have any questions, or require additional information, please feel free to contact me at 497-1075.

Sincerely,

Joan Merchen  
Environmental Planner

Enclosure  
JM:gp

David L. Crow  
Executive Director/Air Pollution Control Officer

1999 Tulumne Street, Suite 200 • Fresno, CA 93721 • (209) 497-1000 • FAX (209) 233-2057

Northern Region

4230 Kiernan Avenue, Suite 130 • Modesto, CA 95356  
(209) 545-7000 • Fax (209) 545-8652

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1999 Tulumne Street, Suite 200 • Fresno, CA 93721  
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Southern Region

2700 M Street, Suite 275 • Bakersfield, CA 93301  
(805) 261-3682 • Fax (805) 861-2060

Return to TOC











## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 2

**DATE:** January 28, 2020

**TITLE:** APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE LEASE OF AIRPORT PREMISES FOR BICYCLE MOTOCROSS TRACK AGREEMENT.

**SUBMITTED:** Sarah Reid, Community Services Director

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Approve and authorize City Manager to sign the Lease of Airport Premises for Bicycle Motocross Track Agreement. This agreement allows for use of the Reedley Airport property for BMX events and trainings. This property is unused for aviation purposes and is a good revenue generator for the Airport enterprise account.

### **EXECUTIVE SUMMARY**

The lease agreement with Airtime BMX expired on December 31, 2019. This agreement cannot extend past this date without approval from City Council. Staff met with Paul Huebert about the terms of the agreement and most language will stay the same except for two changes. The expired agreement had language which automatically increased the rent by 2% annually. Staff feels where the rent is currently is fair market value and continuing to increase by 2% automatically is too aggressive. The language has been amended to read, "At the end of each year the Lessor will evaluate the rent amount and may implement a maximum of a 2% increase to keep with "Fair Market Value". The second change was the removal of item 6. Utilities and Irrigation Water. Airtime BMX pays the utilities associated with the use and there is a separate meter that serves this area of the property.

### **BACKGROUND**

On August 23, 1995, the City of Reedley entered into a lease agreement with Airtime BMX which allowed the construction of a BMX track in the southwest corner of the Reedley Municipal Airport property. Through the years, Airtime BMX has provided a place for hundreds of children and adults to participate in the bicycle racing. In December 2013, the Federal Aviation Administration (FAA) contacted the City voicing concerns of having a non-aeronautic use at the Reedley Airport. When a non-aeronautical use is on airport property the lease must require for fair market value rent. Through the years of 2013-2014 the City





worked with the FAA to come up with an agreeable fair market value rent and the FAA required additional language to be added into the agreement. At this time there was a survey of all BMX tracks in the surrounding area and only one track was paying a rent which could justify the amount agreeable to the FAA. The same survey was conducted when considering the rent for the new agreement and since this time the comparable BMX track is no longer required to pay rent. None of the BMX tracks are on airport property which makes it challenging to compare what others are paying. Because there was no justification to make a change from what was negotiated five years ago, staff feels keeping the rent the same is in the best interest of the City and Airtime BMX.

#### **FISCAL IMPACT**

This agreement will bring annual revenue of \$3,247 with the option of an annual increase up to a 2% for the duration of the agreement.

#### **PRIOR COMMISSION ACTIONS**

The Airport Commission recommended approval for the Lease of Airport Premises for Bicycle Motocross Track at the meeting on January 16, 2020.

#### **PRIOR COUNCIL ACTIONS**

Lease of Airport Premises for Bicycle Motocross Track approved by Reedley City Council on October 14, 2014.

#### **ATTACHMENTS**

1. City of Reedley Lease of Airport Premises for Bicycle Motocross Track

