

Mayor
William Siegel
Mayor Pro Tem
Lois Wynne
Council Members
John Gordon
Eddie Neal
Willard Rodarmel



Maintenance & Fleet Divisions

711 W. Cinnamon Dr.
Lemoore * CA 93245
Phone *(559) 924-6739
FAX * (559) 924-6808

Staff Report

**STUDY
SESSION
ITEM**

SS-1

To: Lemoore City Council
From: Joe Simonson, Parks and Recreation Director
Date: May 14, 2014
Subject: Request for a Lemoore BMX Raceway

Discussion:

The Lemoore Recreation Commission meetings, over the past year, accommodated discussions initiated by a group of individuals requesting a new BMX track in Lemoore. Recreation Commissioners requested that the group acquire signatures of interest and support, solicit funds and materials to meet some of the obligations necessary for constructing a BMX track and facilities, establish a 501c3 Non-Profit Organization and to provide possible site locations.

The Framework Racing/Lemoore BMX Raceway Group has provided Staff with signatures of interested parties, held a Community Bike Safety Check in March, solicited funds and sponsors, provided a Cost Projection, initiated the 501c3 Non-profit status (Exhibit A) and provided two location options for proposal.

Derek Weisser, Chairman and Tim Hurley, Treasurer of the Board, spokespersons, will be at the May 20th Council Meeting to present a Power Point slide show (Exhibit B). In discussions with the Lemoore Recreation Commission, the Framework Racing Group's current intent is to develop and maintain a BMX facility and has agreed to fund \$12,000 of the initial \$37,000 construction costs. The City would fund the remaining \$25,000 of the initial cost.

City Staff, at the direction of the Lemoore Recreation Commission, are requesting that City Council pursue a lease agreement for property to Framework Racing, Inc. for a site to be determined. Should City Council stipulate moving forward with this endeavor, a draft lease agreement is included for review (Exhibit C).

Budget Impact:

Park and Recreation Impact Fees (Fund 074) estimated balance as of June 30, 2014 is \$1,260,204. If granted by City Council, funding expenditures would be \$25,000.

Recommendation:

That City Council provide further direction.

FRAMEWORK RACING, INC

May also be known as

Lemoore BMX Raceway



Let us introduce you to the exciting sport of BMX

CERTIFICATE OF INCORPORATION

**ARTICLES OF INCORPORATION
OF
FRAMEWORK RACING**

I

The name of this corporation is: Framework Racing

II

- A. This corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purpose of this corporation is to educate students and children to understand the importance of living a healthy active lifestyle while choosing positive outlets such as BMX racing. The purpose is to encourage fitness through BMX racing to help fight obesity.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Derek Weisser
285 W. Shaw Ave, Suite 210
Fresno, CA 93704

IV

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

Corporation Business Address shall be:
285 W. Shaw Avenue, Suite 210 Fresno, Ca 93711

Dated: February 14, 2014

_____/s/_____
Derek Weisser, Incorporator

BY - LAWS
OF
FRAMEWORK RACING, INC
A NOT-FOR-PROFIT CORPORATION

BY-LAWS
OF
FRAMEWORK RACING
A NOT-FOR-PROFIT CORPORATION

ARTICLE I. ORGANIZATION

Section 1 - Name. The name of the organization shall be FRAMWORK RACING

Section 2 - Seal. The organization shall have a seal which shall be in the following form: The seal of the corporation shall be in such form as may, from time to time, be adopted by the Board of Directors.

Section 3 - Name Change. The organization may at its pleasure by a vote of the Board of Directors change its name.

ATRICLE II. PURPOSES

A. *Section 1- Purpose:* The specific purpose of the corporation is to educate students and children to understand the importance of living a healthy active lifestyle while choosing positive outlets such as BMX racing. The purpose is to encourage 'fitness' through BMX racing to help fight obesity.

ARTICLE III. MEMBERSHIP

Section 1 - Membership. Voting membership for Framework Racing shall be extended to all riders and parents who are in compliance with the purpose and guidelines of the USA BMX ABA. They must also be up to date with USA BMX ABA dues payments.

ARTICLE IV. BOARD OF DIRECTORS

Section 1 - Board role, size, and compensation. The board is responsible for overall policy and direction of the organization, and delegates' responsibility of day to day operations to the staff and committees. The board shall consist of between 4 and 12 members. The board receives no compensation other than reasonable expenses.

Section 2 - Terms. All board members shall serve 2-year terms, but are eligible for re-election.

Section 3 - Meetings and notice. The board shall meet at least quarterly, at an agreed upon time and place. An official board meeting requires that each board member be notified of the meeting and at least 75% of the board members are present.

Section 4 - Board election. During the last quarter of each fiscal year of the organization, the board of directors shall elect director to replace those whose terms will expire at the end of the fiscal year. This election shall take place during a regular meeting of the directors, called shall take place by a 75% board vote. Directors elected shall serve a term beginning on the first day of the next fiscal year.

Section 5 - Resignation and termination. Resignation from the board must be in writing. A board member may be removed by a 75% vote of the remaining directors if sufficient cause exists for removal.

Section 6 - Vacancies. When a vacancy on the board exists mid-term, the present board member shall nominate new members. These nominations shall be voted upon at the next board meeting. A majority vote will fill the vacancy. These vacancies will be filled only to the end of the particular board member's term.

Section 7 - Quorum. 75% percent of the members of the Board of Directors shall constituted a quorum.

Section 8 - Business Transactions. All major business transactions, such as, but not limited to obtaining debt, or lease obligation must be approved by a 75% board vote.

Section 9 - Officer and Duties. There shall be 5 officers of the board, consisting of a Chair, a Vice-Chair, a Secretary, a Treasurer, and a Track / Track Safety Officer.

The Chair shall:

- Convene regularly scheduled board meetings,
- Assure corporate records are maintained and property kept or filed as required by law,
- Report the work of the organization,
- Help plan the development strategy,
- Have the authority to sign checks,
- To serve as delegate when possible to State and National Conventions
- To officiate as the Head Track Official at all track events

The Vice-Chair shall:

- In the event of the absence or inability of the chair to exercise his office, become action chair of the organization with all the rights, privileges and powers as if he had been the duly elected chair,
- Have the authority to sign checks,
- Assist in recruiting volunteers at the track events
- To help setup and run the race events as needed
- To officiate as the Head Track Official at all track events in the absence of the Chair

The Secretary shall:

- Be responsible for keeping records of board action, including board minutes,
- Maintain custody and write all checks. The secretary may sign checks. The secretary may assign custody and writing of checks to board agreed upon staff.
- Assist Chair in recognition and awards programs

The Treasurer shall:

- Maintain access to and custody of the bank accounts,
- Have the authority to sign checks,
- Help develop fundraising plans,
- Assist in the preparation of the annual budget
- Collect membership dues and general funds at meetings and events,
- Assist Chair in compiling reservation list (RSVP's) for meetings and events,
- Perform such other duties as may be assigned

The Track Safety / Maintenance Director shall:

- Maintain the track, track property and parking areas of the track,
- Confirm the track is safe and operational for the well being of all participants,
- Report to the board any issues with the track, track property and track parking area

The initial officers of the organization shall be as follows:

Chair:	Derek Weisser
Vice Chair:	Robert Riofrio
Treasurer:	Tim Hurley
Secretary:	Michelle Weisser
The Track Safety / Maintenance Director:	Travis Worth

ARTICLE V. COMMITTEES

Section 1 – Committees. The Board of Directors shall appoint all committees of this organization and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

ARTICLE VI. DIRECTORS AND STAFF

Section 1 – Executive Director. The executive director is hired by the board. The executive director has day-to-day responsibilities for the organization, including carrying out the organization’s goals and policies. The executive director will attend all board meetings, report on the progress of the organization, answer questions of the board members and carry out the duties described in the job description. The board can designate other duties as necessary.

ARTICLE VII. AMENDMENTS

Section 1 – Amendments. These bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than 75% of the members.

ARTICLE VIII. DISSOLUTION RESTITUTION

Section 1 – Dissolution Restitution; Framework Racing Inc. will operate as a non-profit organization under the name Framework Racing Inc. If Framework Racing Inc. should dissolve, any monies left in our account will be donated to another non-profit organization.

CERTIFICATION

Adopted by the directors of FRAMEWORK RACING, INC.

On: March 9, 2014

By the:

Chair:	Derek Weisser
Vice Chair:	Robert Riofrio
Treasurer:	Tim Hurley
Secretary:	Michelle Weisser
Track Safety / Maintenance Director:	Travis Worth

CONFLICT OF INTEREST POLICY

Conflict of Interest Policy

Article I - Purpose

The purpose of the conflict of interest policy is to protect FRAMEWORK RACING INC, (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II - Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III - Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting

during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters

pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

Article VII - Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



LEMOORE BMX RACEWAY
Tim Hurley
Framework Racing Inc. Treasurer

OUR GOAL

- ▶ Open a community BMX track in Lemoore CA.
- ▶ Promote healthy living
- ▶ Provide On-Track riding instruction



FRAMEWORK CREATION

- ▶ Established a Board of Directors
- ▶ By-Laws published
- ▶ Held board meetings

INCORPORATION

- ▶ Granted a Tax ID number from IRS
- ▶ Establish a Wells Fargo Business Bank account
- ▶ Authorized to Operate as Framework Racing Inc.
- ▶ Granted a California Incorporation ID number

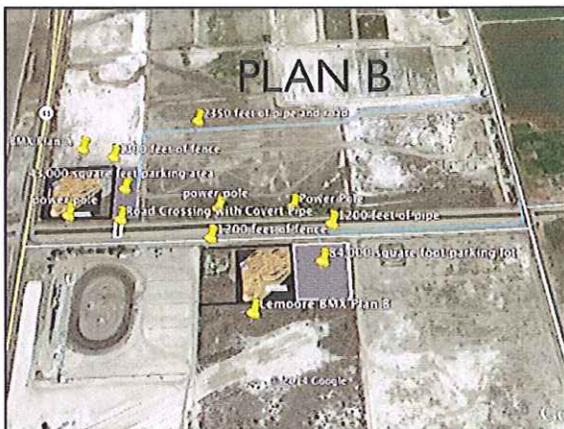
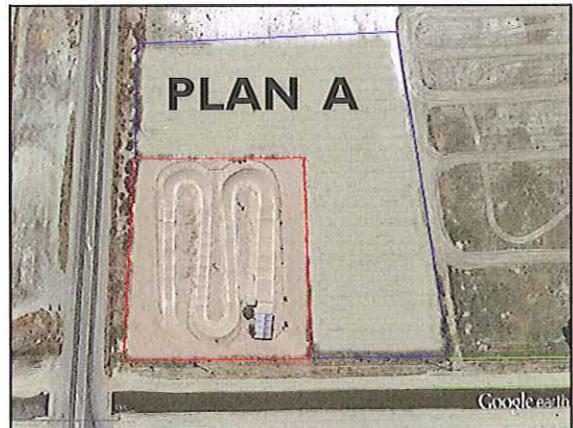
CURRENT EVENTS

- ▶ Website Launch
- ▶ Go Fund Me
- ▶ Bicycle Safety Check



REQUEST

- ▶ Framework Racing Inc. requests to lease land from the city of Lemoore, for the period of no less than 10 years, at the rate of \$1.00 per year. In return Framework Racing Inc. will develop and maintain a BMX facility on the property.



COST TO BUILD

- ▶ Fence: \$13,000*
- ▶ Ground Work Leveling: \$14,000*
- ▶ Electrical Hook-up: \$1,500
- ▶ Starting Gate: \$8,500
- ▶ Total Cost to open: \$37,000

*items to be funded by the City of Lemoore \$25,000 investment

FUTURE DEVELOPMENT

- ▶ LIGHTING: \$15,000
- ▶ WATER ON SITE: \$8000
- ▶ OFFICE AND CONCESSIONS: \$2,000
- ▶ ON SITE STORAGE: \$1,000
- ▶ PA SYSTEM: 1,000

▶ TOTAL additional cost: \$27,000

CONCERNS

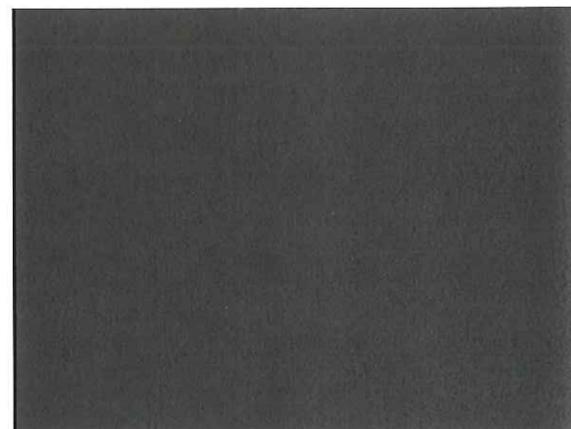
- ▶ Participant turnover
- ▶ Future Growth
- ▶ Project failure / abandonment
- ▶ Water Use

MITIGATIONS

- ▶ Initial Set-up
- ▶ Initial Investment
- ▶ Worse Case scenario
 - ▶ Benefit to Lemoore
 - ▶ Lasting Improvements

ENSURED SUCCESS

- ▶ Lease agreement
- ▶ Initial investment
- ▶ Property maintenance
- ▶ Participant turnover and growth





LEASE AGREEMENT

CITY OF LEMOORE AND FRAMEWORK RACING, INC.

This Lease Agreement (hereinafter "Agreement") is made _____ by and between Framework Racing, Inc. (hereinafter referred to as "Lessee"), and City of Lemoore, a municipal corporation, (hereinafter referred to as "City").

RECITALS

- A. City owns real property known as _____.
- B. Lessee wishes to lease the City Property to build and operate a bicycle motocross track sanctioned by the National Bicycle League. Lessee will have until July 1, 2015 to raise \$12,000 to put toward the production of the track. Once the funds are in place, the lease will become binding.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual obligations agreed to by the parties listed herein, City and Lessee agree as follows:

1. Lease of City Property.

1.1 Lease. City owns in fee and hereby leases to Lessee, in "as is" condition the City Property located at _____. A map depicting the property is attached to this Agreement as Exhibit "A", and is incorporated as though fully set forth herein.

1.2 Lease Payment. Lessee shall pay and City agrees to accept One Dollar and No/100 (\$1.00) per year for lease of City Property. The lease shall become a lease when the Lessee has raised \$12,000 in funds to put toward the production of the bicycle motocross track.

1.3 Term of Lease. The term of the lease ("Agreement") shall be for a period of ten years. The Agreement may be extended for additional one year periods upon Lessee's written notice to City at least thirty days before the end of the ten year period, unless sooner terminated pursuant to the terms of this Agreement. Lessee understands that notwithstanding this provision, the City has the right to give thirty days notice to terminate the Agreement at any time. Utilities. Lessee will be responsible for the cost of water, sewage, trash, gas and electricity arising from Lessee's use of City Property.

1.4 Improvements and Use of Property. It is understood that Lessee shall construct certain improvements on City Property. The improvements consist of a bicycle motocross sanctioned by the USA BMX – American Bicycle Association. Lessee shall adhere to all City, State and Federal laws regarding construction of the improvements, and agrees to obtain all

necessary permits to construct said improvements. \$12,000 of the initial construction costs of the improvements will be borne by Lessee with \$2000 for fencing, \$1,500 for electrical hook up and \$8,500 for a starting gate. City shall be responsible for \$25,000 of initial construction costs once the \$12,000 commitment is funded by Lessee. This \$25,000 will pay for ground work, leveling and a fence. Lessee will use the City Property for operation of a bicycle motocross track sanctioned by USA BMX – American Bicycle Association. Lessee may undertake improvements additional to above only (i) upon approval of the City, which approval shall not be unreasonably withheld, and (ii) at Lessee’s sole cost, expense and risk. Lessee shall be responsible for all required permits/approvals.

Lessee agrees to comply with all applicable laws, ordinances and regulations in connection with its use of City Property. Persons engaged by Lessee to provide labor and service shall not be deemed of considered employees, agents, or independent contractors of City.

Lessee shall not commit any waste or any public or private nuisance upon City Property. Lessee shall not do anything on City Property that will cause damage to City Property.

1.5 Lessee shall at all time during the term of this Agreement and any extended terms(s) thereof, maintain insurance as follows:

(i) Bodily injury liability insurance against any and all liability of Lessee and City with respect to the leased City Property described or arising out of the maintenance or use thereof and property damage liability insurance with a limit of not less than \$1,000,000 per occurrence. Lessee shall add City as additional insured. A certificate evidencing such insurance shall be furnished to City upon request.

(ii) Workers Compensation: As required by the State of California.

1.6 Hold Harmless. Lessee shall hold harmless City, its Council, officers, and employees, and shall indemnify and defend such Council, officers, and employees from any and all costs, expenses (including reasonable attorney’s fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of Lessee, its agents, employees or contractors in the lease of City Property.

1.7 Assignment of Lease. No assignment or any interest in the lease shall be valid or operative unless City shall formally approve the assignee and assignee executes a lease agreement with City on the same terms or conditions as the assigned lease. Lessee shall not sublease without the written consent of City.

1.8 Condition of Land. Lessee specifically acknowledges that City is leasing the City Property on an “As Is” basis, and that Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from City, it agents or brokers as to any matters concerning the City Property, including without limitation: the quality, nature, adequacy and physical condition of the Property, including the quality, nature, adequacy and physical condition of soils, geology and any groundwater; merchantability or fitness, suitability, value or adequacy of the Property for any particular purpose; the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity.

1.9 City's Right of Entry for Flood Protection. City and its representatives, shall have an unconditional right to enter and use City Property for water ponding capacity as may be needed by City to protect City against flooding.

2. Non Performance and Termination.

2.1 Any event of nonperformance by either party that is not cured within 30 days written notice thereof (or if not reasonably capable of cure within said 30 days when said cure is not commenced within the 30 day period and continued to completion of cure) shall be an event of default. Upon default, the non-defaulting party may, notwithstanding any other available right/remedy elect to terminate this Agreement.

2.2 Upon expiration or earlier termination of this Agreement, Lessee shall surrender the Property to City in as good a condition and repair as existed on the date of this Agreement, less reasonable wear and tear. All additions or improvements become the property of the City at the conclusion of the lease.

3. Mutually Binding Terms.

3.1 Governing Law. Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Kings County, California, or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

3.2 Attorney's Fees. Both parties agree in the event it becomes necessary for the non-breaching party to enforce any of the provisions of this Agreement, the breaching party is to pay a reasonable amount as and for attorney's fees as may be determined by the Court.

3.3 Notice. Any notice or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

City:

**City of Lemoore
119 Fox St.
Lemoore, CA 93245
Attention: City Manager**

Lessee:

**Framework Racing Inc.
3340 Ticonderoga Ave.
Lemoore, CA 93245
Attention: Derek Weisser**

Either party may change its address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

3.4 Entirety - Succession. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, superseding all prior negotiations,

representations, and contracts, and constitutes the entire agreement concerning City's leasing of the Property to Lessee.

3.5 Binding on Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment of such assignee has been approved by City in writing as provided in Paragraph 1.8 of this Agreement.

3.6 Authority. All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

3.7 Sole Agreement. This Agreement constitutes the sole and only agreement between City and Lessee respecting the lease of City Property described in this Agreement. Any agreements or representations respecting the lease of said property, not expressly set forth in this Agreement are null and void.

IN WITNESS THEREOF, the parties execute this Agreement on the date first above written:

"City"
CITY OF LEMOORE

"Lessee"
FRAMEWORK RACING, INC

y:

Jeff Laws

City Manager

y:

ts:

By:

Its:

Attachment: Exhibit "A" – Description of Property