Notice of Meeting for the
Georgetown Transportation Advisory Board and the Governing Body
of the City of Georgetown
March 13, 2020 at 10:00 AM
at GMC Building, 300-1 Industrial Avenue, Georgetown, TX 78626

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A Call to Order

B Introduction of New Board Members and Visitors

C Review Board/Meeting Procedures - Emily Koontz, Board Liaison

D Updates to various planning initiatives by CAMPO and TxDOT transportation improvement projects as wells as an update on GoGeo Operations. - Ray Miller, Public Works Director

E Airport Monthly Update.

F March 2020 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

Legislative Regular Agenda

G Nominations and election of Vice-Chair of the GTAB Board. – Sheila Mills – Chair Person for GTAB

H Nominations and election of Secretary of the GTAB Board. – Sheila Mills, GTAB Chair Person

I Review and possible action related to the Day and Time of GTAB Board Meetings – Sheila Mills, GTAB Chair Person

J Consideration and possible action to approve the Minutes from the February 14, 2020 Meeting. -- Emily Koontz - Board Liaison

K Consideration and possible action to recommend Change Order #1 for project 1FB Northwest Blvd. Improvements. -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

L Consideration and possible recommendation to approve a Land Lease with Kaveh Khorzad for the hangar plat at 502 Wright Brothers Drive on hte Georgetown Municipal Airport with an annual lease of $3,807.12 -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works.

M Consideration and possible recommendation to **reject all proposals** for **RFP 201931** for **Airport Fuels Rates Analysis** -- Joseph A. Carney, C.M. Airport Manager and Ray Miller, Director of Public Works

N Consideration and possible recommendation to **reject all bids for RFP # 201932** for **Market Analysis**

and Related Services - Joseph A. Carney, C.M. Airport Manager, and Ray Miller, Director Public Works

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2020, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____
Robyn Densmore, City Secretary

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Call to Order

ITEM SUMMARY:

FINANCIAL IMPACT:
NONE

SUBMITTED BY:
Emily Koontz - Board Liaison

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Review Board/Meeting Procedures - Emily Koontz, Board Liaison

ITEM SUMMARY:
The following documents will be provided, at the meeting, for your reference:

- Bylaws
- Code of Ordinance - Attendance Policy
- Roster
- Board Member Tidbits & Don't Forgets

Review:

- Attendance Policy
- Quorum Requirements
- Sign in Sheet
- Attorney General Trainings - https://www.texasattorneygeneral.gov/og/open-government-training
    1. Open Meeting Act
    2. Public Meetings Act

FINANCIAL IMPACT:
N/A

SUBMITTED BY:

ATTACHMENTS:

	Description	Type
🗋	Housekeeping Packet	Backup Material

CITY OF GEORGETOWN
GEORGETOWN TRANSPORTATION ADVISORY BOARD
BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. Georgetown Transportation Advisory Board ("Board").

Section 1.2. Purpose.

a. The purpose and goals of the Board are to:

1. assist in the development of a continuing, comprehensive, multi-modal transportation planning process carried on cooperatively with state and local transportation agencies in concurrence with state and federal guidelines;

2. advise the City Council on the status of the needs identified through the continuing multi-modal transportation planning process;

3. facilitate coordination and communication between policy boards and agencies represented on the Board;

4. assist the general public in understanding transportation decisions and policies;

5. act as a conduit for cooperative decision making by transportation officials of this urbanized area in cooperation with federal, state, regional, county, and local transportation agencies, thereby serving as the basis for a integrative transportation planning process;

6. review items related to transportation improvements, transportation modeling, transportation development, transportation planning, transportation infrastructure and stormwater and conveyance systems, including, but not limited to, streets, roads, sidewalks, highways, freeways, aviation, transit services, and rail;

7. review items related to safety, construction, leases, charges, maintenance and the operation of the Airport;

8. review/recommend various potential funding mechanisms to conduct necessary transportation improvements and projects; and

9. make recommendations and advise the City Council on matters requiring Council action or direction as prepared by staff for Council consideration.

b. The responsibilities of the Board include:

1. Review and recommend short-term and long-term goals and objectives for the transportation planning process;

2. reviewing and recommending approval of transportation planning, design, and implementation projects for the City;

3. reviewing and recommending approval of leases, rates and other revenue options related to transportation and stormwater utilities;

4. reviewing and recommending changes to the Urbanized Area Boundary, the Transportation Planning Area Boundary, and the Overall Transportation Plan (OTP), Airport Master Plan, other special area transportation, stormwater and drainage studies;

5. reviewing and recommending changes to the adopted Capital Area Metropolitan Planning Organization Comprehensive Transportation Plan; and

6. reviewing and recommending approval of the City's Transportation Capital Improvement Program (TCIP) for multi-modal capital and operating expenditures to insure coordination between local, county, regional and state capital and operating improvement programs.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Board will be comprised of nine (9) Members.

Section 2.2. Eligibility. Each Member shall reside in the City of Georgetown corporate limits or extraterritorial jurisdiction. Two Members shall have expertise in the aviation field. One Member shall be from the Georgetown Transportation Enhancement Corporation (GTEC), preferably the Chairman. One Member shall be from the Georgetown Planning and Zoning Commission, preferably the Chairman. At least one Member, but not more than two Members shall be members of the City Council.

Section 2.3. Appointment of Board Members. Members of the Board shall be appointed pursuant to and in accordance with the City Charter.

Section 2.4. Terms of Office. Generally, terms of office for each Member shall be two (2) years. Generally, a Member may serve two (2) consecutive terms. Refer to *Ordinance Section 2.36.030A* for additional provisions regarding terms of office.

Section 2.5. Vacancies. Vacancies that occur during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance with the City Charter. If possible, the Member shall continue to serve until the vacancy is filled. An appointment to fill a vacated term is not included as a term for purposes of counting consecutive terms.

Section 2.6. Compensation and Expenditure of Funds. Members serve without compensation. The Board and its Members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council. Members may be reimbursed for expenses authorized and approved by the City Council and the Board.

Section 2.7. Compliance with City Policy. Members will comply with City Ordinances, Rules and Policies applicable to the Board and the Members, including but not limited to *Ethics Ordinance Chapter* 2.20 and *City Commissions, Committees and Boards Ordinance Chapter* 2.36.

Section 2.8. Removal. Any Member may be removed from their position on the Board for any reason, or for no reason, by a majority vote of the City Council.

ARTICLE III. BOARD OFFICERS

Section 3.1. Officers. The Board Officers are Chairman, Vice-Chairman and Secretary. The Chairman is recommended by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Council during the annual appointment process. Should the Mayor fail to recommend a Chairman for each board, committee, or commission, and/or the Council fails to approve any Chairman recommended by the Mayor, a majority of the Council plus one may approve appointment of a Chairman to serve as Chairman without a recommendation of the Mayor. The other Board Officers are elected by a majority vote of the Members at the first meeting after the annual appointment process.

Section 3.2. Terms of Office for Board Officers. Board Officers serve for a term of one year. In the event of vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman until the City Council appoints a replacement Chairman. A vacancy in the other offices shall be elected by majority vote of the Members at the next regularly scheduled meeting, or as soon as reasonably practical for the unexpired term. If possible, a Board Officer shall continue to serve until the vacancy is filled.

Section 3.3. Duties.

a. The Chairman presides at Board meetings. The Chairman shall generally manage the business of the Board. The Chairman shall perform the duties delegated to the Chairman by the Board.

b. The Vice-Chairman shall perform the duties delegated to the Vice-Chairman by the Board. The Vice-Chairman presides at Board meetings in the Chairman's absence. The Vice-Chairman shall perform the duties of the Chairman in the Chairman's absence or disability.

c. The Secretary shall perform the duties delegated to the Secretary by the Board.

ARTICLE IV. MEETINGS

Section 4.1. Time and Date of Regular Meeting. The Board shall meet once a month on the same week of the month, the same day of the week, at the same time, and at the same place. The regular date, time and place of the Board meeting will be decided by the Members at the first meeting of the Board after the annual appointment process.

Section 4.2. Agenda. Items may be placed on the agenda by the Chairman, the City Manager or designee, General Manger of Utilities or designee, or at the request of a member. The party requesting the agenda item will be responsible for preparing the agenda item back up materials and for the initial presentation at the meeting. Items included on the agenda must be submitted to the Staff Liaison no later than one week before the Board meeting at which the agenda item will be considered. Agenda packets for regular meetings will be provided to the Members in advance of the scheduled Board meeting. Agenda packets will contain the posted agenda, agenda item cover sheets, and written minutes of the last meeting.

Section 4.3. Special Meetings. Special meetings may be called by the Chairman or by three (3) Members.

Section 4.4. Quorum. A quorum shall consist of a majority of the Members. A quorum is required for the Board to convene a meeting and to conduct business at a meeting.

Section 4.5. Call to Order. Board meetings will be called to order by the Chairman or, if absent, by the Vice-Chairman. In the absence of both the Chairman and Vice- Chairman, the meeting shall be called to order by the Secretary, and a temporary Chairman shall be elected to preside over the meeting.

Section 4.6. Conduct of Meeting. Board meetings will be conducted in accordance with these Bylaws and City Council Meeting Rules and Procedures, as applicable to the Board. See *Ordinance Chapter 2.24.*

Section 4.7. Voting. Each Member shall vote on all agenda items, except on matters involving a conflict of interest, substantial financial interest or substantial economic interest under state law, the City's Ethics Ordinance, or other applicable Laws, Rules and Policies. In such instances the Member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The Member may remain at the dais or leave the dais, at the Member's option, while the matter is being considered and voted on by the other Board Members. Unless otherwise provided by law, if a quorum is present, an agenda item must be approved by a majority of the Board Members present at the meeting.

Section 4.8. Minutes. A recording or written minutes shall be made of all open sessions of Board meetings. The Staff Liaison is the custodian of all Board records and documents.

Section 4.9. Attendance. Members are required to attend Board meetings prepared to discuss the issues on the agenda. A Member shall notify the Chairman and the Staff Liaison if the Member is unable to attend a meeting. Excessive absenteeism will be subject to action under Council policy and may result in the Member being replaced on the Board. See *Ordinance Section 2.36.010D.* Excessive absenteeism means failure to attend at least 75% of regularly scheduled meetings, including Board meetings and Subcommittee meetings. A Member shall be allowed two excused absences for the Member's personal medical care or required medical care of a Member's immediate family member (as defined by City Ordinance), or Member's military service that shall not count against the 75 percent attendance requirement. If a Member is removed from the Board that position shall be

considered vacant and a new Member shall be appointed to the Board in accordance with Section 2.5 above.

Section 4.10. Public Participation. In accordance with City policy, the public is welcome and invited to attend Board meetings and to speak on any item on the agenda. A person wishing to address the Board must sign up to speak in accordance with the policy of the Council concerning participation and general public comment at public meetings. Sign-up sheets will be available and should be submitted to the Chairman prior to the start of the meeting. If any written materials are to be provided to the Board, a copy shall also be provided to the Staff Liaison for inclusion in the minutes of the meeting. Speakers shall be allowed a maximum of three minutes to speak, but may take up to six minutes if another individual who signs up to speak yields the time to the speaker. If a person wishes to speak on an issue that is not posted on the agenda, they must file a written request with the Staff Liaison no later than one week before the scheduled meeting. The written request must state the specific topic to be addressed and include sufficient information to inform the Board and the public. A person who disrupts the meeting may be asked to leave and be removed.

Section 4.11. Open Meetings. Public notice of Board meetings shall be provided in accordance with the provisions of the Texas Open Meetings Act. All Board meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Texas Open Meetings Act.

Section 4.12. Closed Sessions. The Board may conduct closed sessions as allowed by law, on properly noticed closed session matters, such as consultation with attorney on legal matters, deliberation regarding the value of real property, competitive utility matters, and economic development negotiations. A recording or certified agenda shall be made of all closed sessions of Board meetings.

ARTICLE V. REPORTS TO CITY COUNCIL

The Board shall meet with City Council, as requested, to determine how the Board may best serve and assist City Council. City Council shall hear reports from the Board at regularly scheduled Council meetings.

ARTICLE VI. SUBCOMMITTEES

Section 6.1. Formation. When deemed necessary by a majority of the Board,

Subcommittees may be formed for specific projects related to Board matters. Subcommittees comprised of non-Members may only be formed with the prior consent and confirmation of the City Council.

Section 6.2. Expenditure of Funds. No Subcommittee, or member of a Subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Board. Subcommittee expenses may be reimbursed if authorized and approved by the Board or by City Council.

Section 6.3. Open Meetings. Subcommittee meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Texas Open Meetings Act.

ARTICLE VII. BYLAW AMENDMENTS

These Bylaws may be amended by majority vote of the Board Members at any regular meeting of the Board. The Board's proposed amendments to the Bylaws must be approved by City Council at the next Council meeting after the Board's approval. Bylaw amendments are not effective until approved by City Council.

Approved and adopted at a meeting of the Board on the 8th day of January, ~~2015~~. 2016

ATTEST:

Ray Armour

Board Secretary

BOARD

Board Chairman

Approved and adopted at a meeting of the Board on the 8 day of December, ~~2016~~. 2015

ATTEST:

Shelley Dowlen

City Secretary

THE CITY OF GEORGETOWN

Mayor

georgetown.granicus.com

Georgetown Transportation Advisory Board

Board Roster

Ercel Brashear

1st Term Mar 01, 2019 - Feb 28, 2021

Appointing Authority Mayor/Council
Position P and Z Representative
Office/Role Member
All Documents Submitted? All Docs Submitted

George Brown

1st Term Mar 01, 2019 - Feb 28, 2021

Appointing Authority Mayor/Council
Position Master Pilot
Office/Role Member
All Documents Submitted? All Docs Submitted

Sheila Mills

2nd Term Mar 01, 2019 - Feb 28, 2021

Appointing Authority Mayor/Council
Position Citizen at-large
Office/Role Chair
All Documents Submitted? All Docs Submitted

James Hougnon

1st Term Feb 27, 2020 - Feb 27, 2022

Appointing Authority Mayor/Council

Dan Jones

2nd Term Feb 29, 2020 - Feb 28, 2022

Appointing Authority Mayor/Council
Position Aviation experience
Office/Role Member
All Documents Submitted? All Docs Submitted

Robert Redoutey

2nd Term Feb 29, 2020 - Feb 28, 2022

Appointing Authority Mayor/Council
Position Citizen at-large
Office/Role Member
All Documents Submitted? All Docs Submitted

Rachael Jonrowe

6th Term Feb 29, 2020 - Feb 28, 2022

Appointing Authority Mayor/Council
Position GTEC Representative
Office/Role Councilmember
All Documents Submitted? All Docs Submitted

Michael Miles

1st Term Feb 27, 2020 - Feb 28, 2022

Appointing Authority Mayor/Council

Bryan Hutchinson

1st Term Feb 27, 2020 - Feb 28, 2022

Things to Remember

Welcome!

2018 Boards and Commissions

GEORGETOWN TEXAS

A **Quorum** is the minimum number of members of an assembly or society that must be present at any of its meetings to make the proceedings of that meeting valid.

A **Walking Quorum** is when members of a governmental body meet in a series of meetings in person or via phone or other electronic communication in numbers less than a quorum to discuss public business.

In today's world of electronic communication, it is very important that all of the members of public boards are careful about communication regarding board business done outside the public forum.

Board Bylaws and Purpose

Familiarize yourself with the details of your board bylaws. These bylaws will help you understand the purpose of the board you have been appointed to.

Attendance

The Georgetown City Council counts on the recommendations provided by our Boards and Commissions. It is very important that you attend all regularly scheduled board meetings. Per City Charter Sec.2.36.010 (D), attendance falling below the 75% requirement may result in member replacement.

Please provide advance notice of expected absences whenever possible.

Communication

Prompt response to correspondence from your board liaison is appreciated.

Questions?

You can learn more about your board, access your board bylaws, find a link to your Attorney General trainings, see a list of FAQ's, and more by going to your board page at the address below.

https://guide.georgetown.org/board-descriptions

Talk with your Board Liaison about any additional questions you may have, or contact the City Secretary's Office any time.

(512) 930-3651

Attorney General Trainings

2018 Boards and Commissions

Attorney General Trainings are required by all boards and commissions members, and only need to be completed once.

If you have already completed these trainings but don't know if we have the required certifications on file, please feel free to call our office at (512) 930-3651.

Training Website:

https://www.texasattorneygeneral.gov/og/open-government-training

Required Trainings:

- Public Information Act (about 60 minutes)
- Open Meetings Act (about 60 minutes)

Certificates of Completion

At the end of each training, you be provided with a code that will allow you to access and print a copy of your certificates of completion. Please provide these certificates to the City Secretary's office by mailing or emailing them.

Mail: PO Box 409, Georgetown TX 78627

Email: Robyn.Densmore@georgetown.org

Please make sure to complete these trainings by May 14, 2018

CITY OF GEORGETOWN BOARDS & COMMISSIONS ATTENDANCE POLICY

Code of Ordinances
Section 2.36.010D
Title 2.28

Attendance by Members is integral to success of the commission, committee or board. It is Council policy to require a minimum of 75 percent attendance of each Member at each regularly scheduled meeting including subcommittee meetings. A Member shall be allowed two excused absences for the Member's personal medical care, required medical care of a Member's immediate family member (as defined by City Ordinance) or Member's military service that shall not count against the 75 percent attendance requirement. Written notice shall be sent to a Member and the Member's City Council representative when it appears the Member may violate the attendance policy by being absent from more than 25 percent of the regularly scheduled meetings, including subcommittee meetings. Excessive absenteeism may result in the Member being replaced by the Council. If a Member is removed from a committee, commission or board, that position shall be considered vacant and a new Member shall be appointed to the Board in accordance with Section 2.36.040.

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Updates to various planning initiatives by CAMPO and TxDOT transportation improvement projects as wells as an update on GoGeo Operations. - Ray Miller, Public Works Director

ITEM SUMMARY:

FINANCIAL IMPACT:
NA

SUBMITTED BY:
Ray Miller, Jr., Acting Director of Public Works

ATTACHMENTS:

	Description	Type
	Meeting Memo	Backup Material

MEMORANDUM

TO: Georgetown Transportation Advisory Board Members

FROM: Ray Miller, Jr., Director of Public Works

SUBJECT: Industry / CAMPO / TxDOT / Transit Updates – March 13, 2020 Meeting

DATE: March 9, 2020

The purpose of this memo is to provide GTAB with updates in regard to the subjects listed above.

CAMPO –

CAMPO continues to work on the development of the 2045 Long Range Transportation Plan. It was stated that the recent "Call for Projects" for the Long Range Plan generated $45 billion in project applications. CAMPO stated that revenue forecast show that there could possibly be $38 billion in funding available. CAMPO is also working on a Regional Transit Study that could incorporate surveys and other technical analysis for the Georgetown Area. The next CAMPO Policy Advisory Board Meeting was is Monday, March 9, 2020. The next scheduled Technical Advisory Committee meeting is Monday, March 23, 2020.

TXDOT

– **Mobility-35 Projects (my35.org):**

i. IH-35 and Williams Drive
   - Reconstruct the Williams Drive interchange to a diverging diamond intersection (DDI)
   - Construct north and southbound intersection bypass lanes under Williams Drive bridge
   - Extend the northbound I-35 frontage road from Williams Drive to the Lakeway Drive exit ramp
   - Improve bicycle and pedestrian paths along the I-35 frontage roads
   - Construction is estimated to begin late 2020 with an anticipated completion in mid-2023
   - Estimated Construction Cost is $52 million
   - http://ftp.dot.state.tx.us/pub/txdot/my35/capital/projects/williams-drive/schematic.pdf

ii. IH-35 from FM 2243 (Leander Road) to SE Inner Loop

- Replace existing bridge at RM 2243 with a taller, wider bridge that includes three additional designated turn lanes
- Add braided entrance/exit ramps along the southbound I-35 frontage road between RM 2243 and SE Inner Loop
- Provide a northbound to southbound U-turn bridge
- Improve bicycle and pedestrian sidewalks and paths
- Construction is estimated to begin fall of 2023 with an anticipated completion the fall of 2025
- http://ftp.dot.state.tx.us/pub/txdot/my35/capital/projects/rm2243/layout.pdf

iii. IH-35 and Westinghouse (IH-35 from SE Inner Loop to FM 1431)

- Remove Westinghouse Road bridge and construct new I-35 bridge over Westinghouse Road
- Construct westbound to southbound Continuous Flow Intersection (CFI) at Westinghouse Road
- Reverse entrance/exit ramps along the southbound I-35 frontage road between SE Inner Loop and RM 1431
- Improve bicycle and pedestrian sidewalks and paths
- Construction is estimated to start spring 2023 with an anticipated completion in winter 2025
- http://ftp.dot.state.tx.us/pub/txdot/my35/capital/projects/rm2243-rm1431/layout.pdf

iv. IH-35 and SH-29

- Improve safety and mobility to:
  - Improve traffic flow due to a high volume of left-turning traffic
  - Accommodate turning movements onto and from SH 29
  - Eliminate the need for left-turn bays and left-turn signal phases
  - Minimize the number of potential conflicts between through traffic and left-turn traffic
- Mainlane and frontage road improvements
- Intersection bypass lanes
- Replacing and widening the SH 29 bridge
- Construction is estimated to begin in late 2023 dependent on funding

Other Projects in Georgetown and surrounding area (in design or ready to go to construction)

- SH-29 & DB Woods: Project will add turn lanes on both SH-29 and DB Woods, install a concrete median along SH-29 and improve drainage at the intersection. Construction is estimated to begin in mid- 2020. Estimated construction cost is $5.7 million

- Leander Road (FM 2243) from Norwood Drive to Southwest By-Pass: Construct a 4-lane divided roadway with improved sidewalks on the north side of the roadway. Construction is estimated to begin in late 2022. Estimated construction cost is $8.8 million.

- IH-35 at Ronald Reagan: Replace over pass bridge and approaches. Estimated construction cost is $12.6 million.

- IH-35 from Corn Hill (Bud Stockton Loop) to FM 972: Convert frontage road from 2-way to 2 lanes one way. Estimated construction cost is $10.9 million.

- RM 620 from Deepwood Drive to IH-35; Construct new 4-lane overpass at Georgetown Road and Lake Creek. Estimated construction cost is $21.5 million.

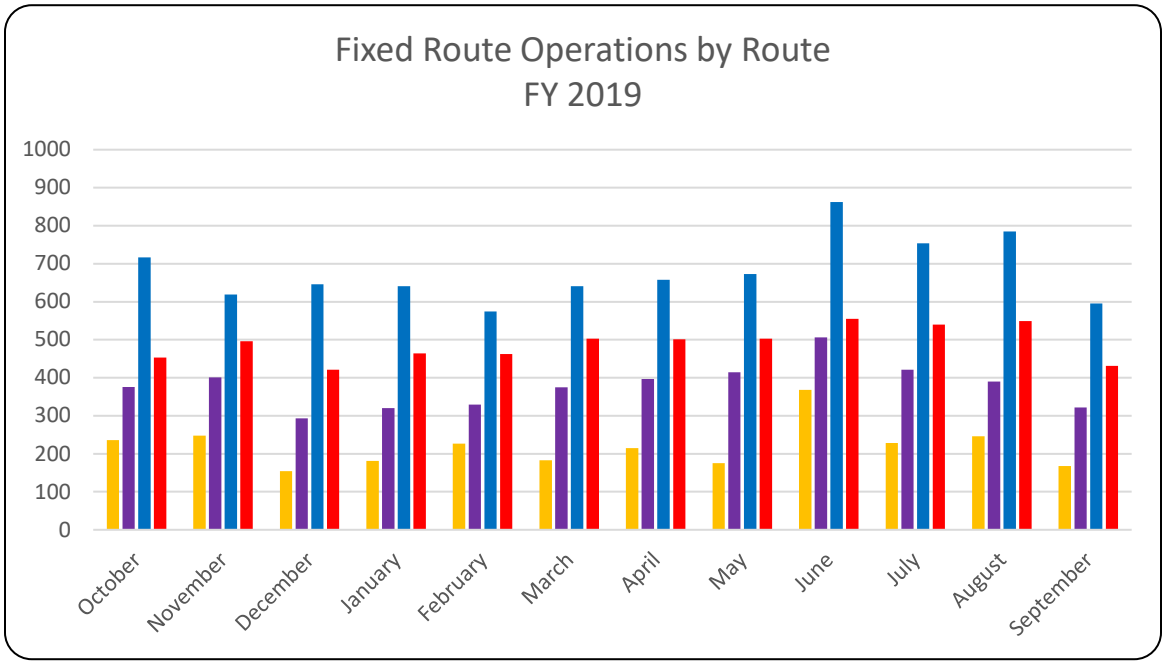
- FM 971 from Austin Avenue to Gann Street: Realignment of FM 971 to match Northwest Blvd extension and upgrade from 2-lanes to 4-lanes divided. Estimated construction cost is $3.3 million.

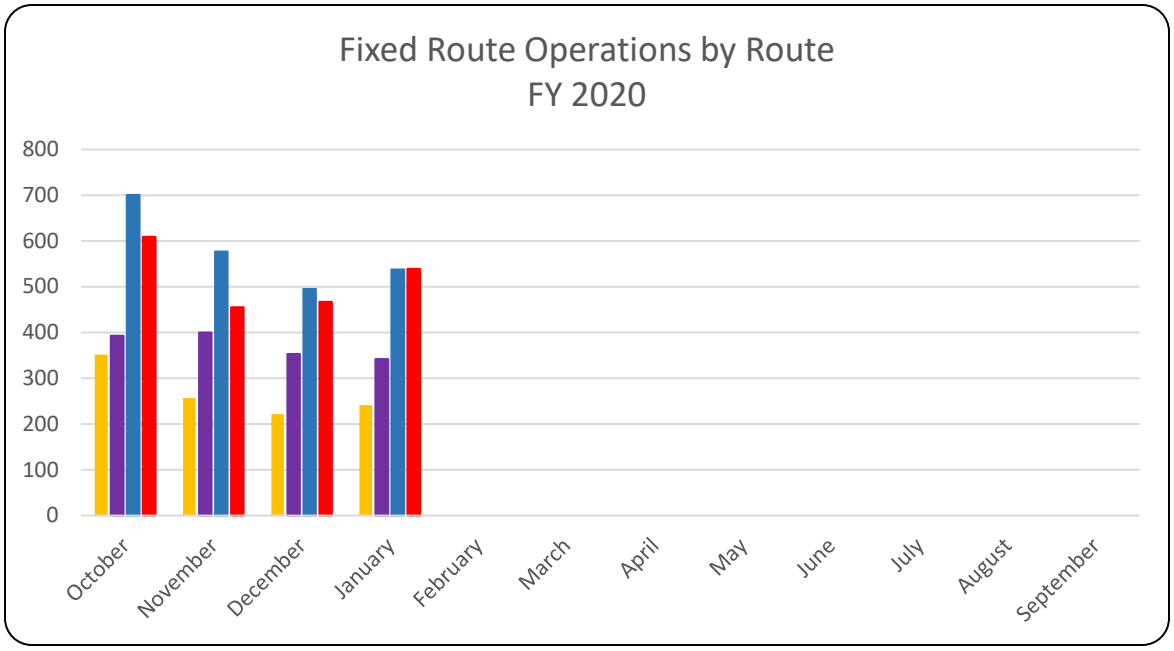
- IH 35 from south of Lakeway to south of Williams Drive: Add 3-lane one-way NB frontage road. Estimated construction cost is $18 million.

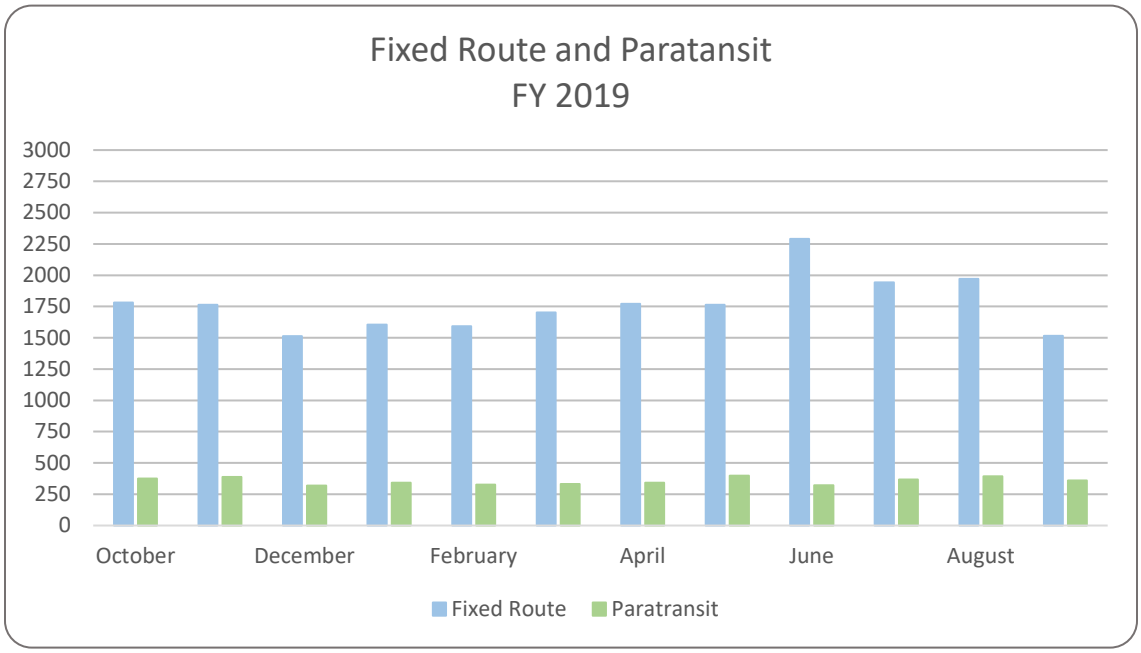
- US 183A from Hero Way to SH-29: Construct 4-lanes tolled expressway. Estimated construction cost is $259 million.

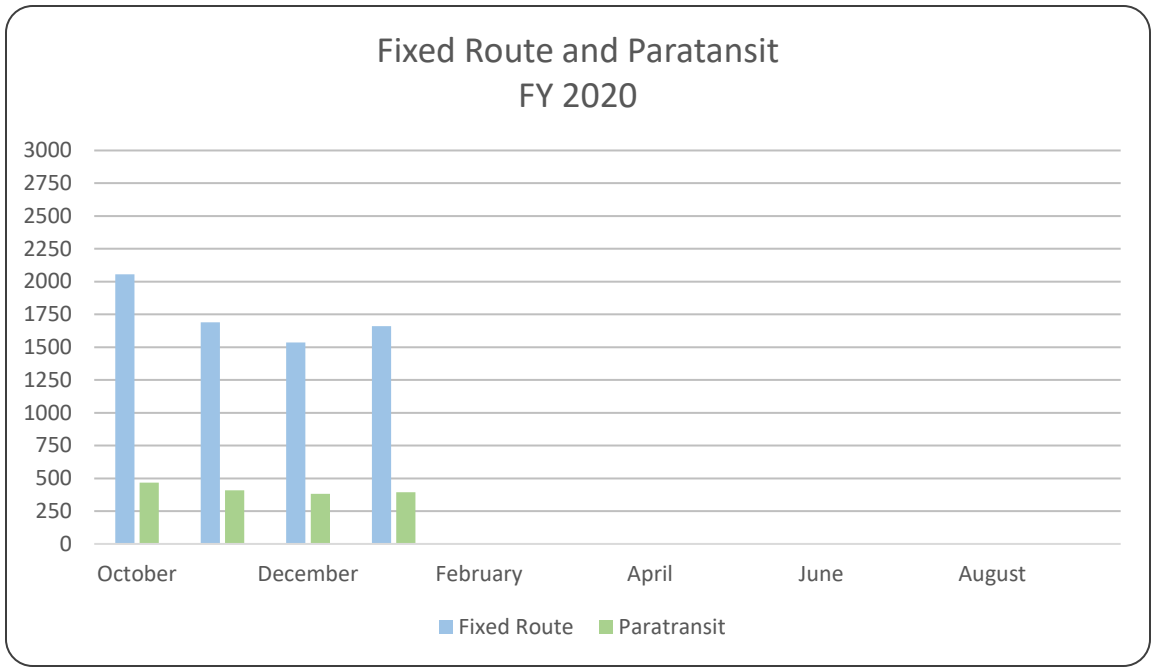
Transit – GoGeo

The 1st and 2nd charts show the number of riders by route and by month of the fiscal year. The 3rd and 4th charts provide ridership numbers by month and fiscal year for both the Fixed Route system and the Paratransit service. The Fixed Route system in shown in blue while the paratransit service is shown in green.






Fixed Route and Paratansit
FY 2019
3000
2750
2500
2250
2000
1750
1500
1250
1000
750
500
250
0
October
December
February
April
June
August
Fixed Route
Paratransit


Fixed Route and Paratansit
FY 2020
3000
2750
2500
2250
2000
1750
1500
1250
1000
750
500
250
0
October
December
February
April
June
August
Fixed Route
Paratransit

Fixed Route Comparison by FY			
	FY 2018	FY 2019	FY 2020
October	1575	1782	2050
November	1324	1764	1689
December	1329	1514	1537
January	1255	1606	1660
February	1298	1592	
March	1611	1702	
April	1440	1771	
May	1628	1765	
June	1916	2291	
July	2026	1943	
August	1991	1970	
September	1582	1516	
Total	**18975**	**21216**	
AVG	1581	1768	1734

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Airport Monthly Update.

ITEM SUMMARY:
Airport Reports:

- o Taxiway Edge Lighting
- o Operations Report
- o Fuel Sales Report
- o Hangar / Tie-Down Lease Report
- o FY 2020 Accomplishments and Projects
- o Avgas Fuel Price Comparison
- o Jet A Fuel Price Comparison
- o Airport Monthly Financial Reports

STAFF RECOMMENDATION:
None

FINANCIAL IMPACT:
None

SUBMITTED BY:
Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

	Description	Type
	Airport Coversheet	Cover Memo
	Taxiway Lighting Project	Backup Material
	Airport Operations	Backup Material
	Fuel Sales Report	Backup Material
	Hangar Tie Down Lease Report	Backup Material
	Airport Accomplishments	Backup Material
	Avgas Fuel Comparison	Backup Material
	Jet A Fuel Comparison	Backup Material
	Airport Financial Summary	Backup Material

GTAB Meeting Date: **February 14, 2020** **Item No.** _____

AGENDA ITEM COVER SHEET

SUBJECT:

Airport Monthly Report – Joseph A. Carney, C.M., Airport Manager

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ITEM SUMMARY:

Airport Reports:

- Taxiway Edge Lighting
- Operations Report
- Fuel Sales Report
- Hangar / Tie-Down Lease Report
- FY 2020 Accomplishments and Projects
- Avgas Fuel Price Comparison
- Jet A Fuel Price Comparison
- Airport Monthly Financial Reports

STAFF RECOMMENDATION:

None

FINANCIAL IMPACT:

None

COMMENTS:

None

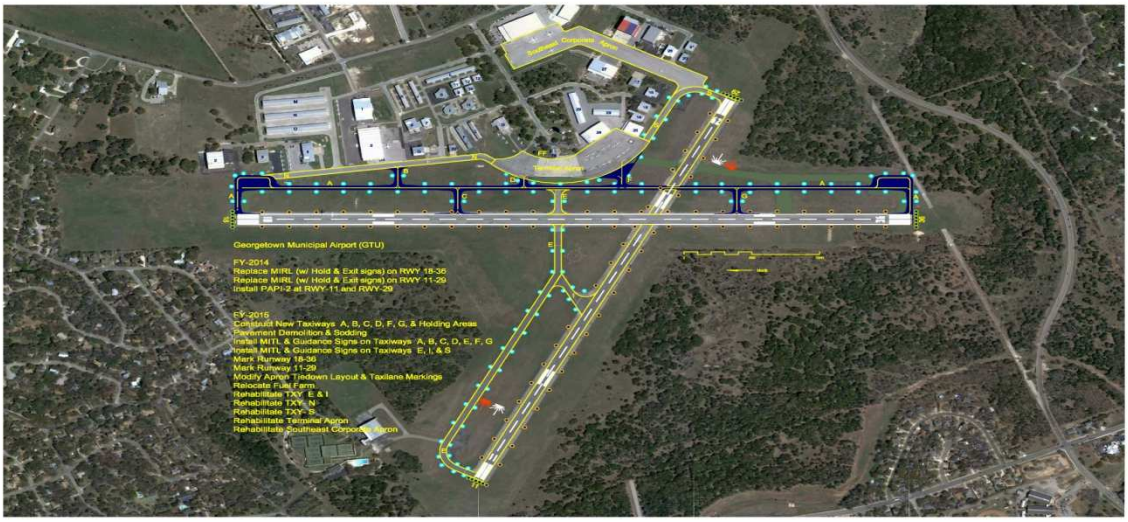
ATTACHMENTS:

Submitted By: Joseph A. Carney, Airport Manager

Joseph A. Carney, C.M. Airport Manager	Ray Miller, Jr. Director of Public Works

Airport Improvements
Project No. 1914GRGTN
February 2020

Project Description	FY2018 project: Taxiway Edge Lighting Project
Purpose	Design and Install Taxiway Edge Lighting Project
Project Estimate	$1,287,562
Project Bid (F&W)	$985,150
City Share	$98,515
Project Engineer	Garver Engineering



Feb 2014 – GTAB consideration of project 1314GRGTN Preliminary Design for FY2014 project: Airfield Electrical Improvements.

Aug 8, 2018 Georgetown Municipal Airport requests to use Garver as project engineer in letter to TxDOT

May 29, 2019 TxDOT advises Garver that they can proceed with the Final Design for Project 1914GRGTN

May 29, 2019 Pre Design/Design meeting at Georgetown Municipal Airport Conference room with Airport Manager, TxDOT, and Garver to go over time line for design and contract documents.

June 14, 2019 GTAB consideration of project 1914GRGTN Taxiway Lighting Project.

June 25, 2019 City Council approved project

July 9, 2019 Meeting with TxDOT, Engineer Bid Estimate was $2,862,980.00 which is $1,575,418.00 over the CIP Budgeted amount.

July 16, 2019 Meeting with TxDOT and Garver to discuss options for reducing cost.

July 30, 2019 Meeting with TxDOT and Garver to discuss proposal that will be submitted for final design.

August 4 & 11, 2019 TxDOT will place ads in local newspapers for bids.

August 30, 2019 Bid Opening at TxDOT, 4 companies submitted bids. The engineer of record, GarverUSA, is currently reviewing the bid documents for completeness and correctness.

September 2019 There were 4 bids, one of which came in significantly under budget for the Base Bid. Garver Engineer was working with TxDOT to see if there was a possibility of pulling the PAPI lights for RWY 11/29 out of the additive alternate while staying under budget. TxDOT refused. Engineer is working on final work in conjunction with TxDOT.

October 29, 2019 TELCON 10/31/19 with Garver, F&W. TxDOT and Airport. Contract will be fully executed 11/1/19 between TxDOT and F&W for the Taxiway Lighting Project (1914GEORG). There will be walk through 11/13/19 with all parties to get an eyes-on look and discuss phasing ideas.

November 12, 2019 Executed contract between TxDOT and F&W Electrical.

November 13, 2019 Notice to Proceed given to GarverUSA for construction phase

November 13, 2019 Notice to Procure given to F&W to start gathering necessary parts and tools.

December 16, 2019 F&W Started to preposition equipment and materials.

January 6, 2020 F&W Started construction. Working from North to South.

February 25, 2020 Work on Twy A btwn the threshold RWY 18 and TWY J is complete along the west side. Complete to TWY E on the east side. Work complete TWY L from TWY G to threshold RWY 36.

<u>Projected time line</u>

- Construction phase – January - March
- Closeout Phase - 68 days post construction

Georgetown Municipal Airport Contract Tower Program Update

Operations for Month of January 2020 (FY 2020)

KGTU OPERATIONS FOR THE MONTH OF: JANUARY						
TAKEOFF/LANDING	MONTHLY NUMBERS		YEAR TO DATE	YEAR TO DATE	PREVIOUS/CURRENT YR	
	FY 2019	FY 2020	FY 2019	FY 2020	COUNT	%
IFR	944	829	3257	3483	226	6.5%
VFR	3550	3557	13397	14706	1309	8.9%
LOCAL	4425	4705	18008	20069	2061	10.3%
TOTAL	8919	9091	34662	38258	3596	9.4%

*This does not include flyover operations (i.e. handoffs from ABIA approach/departure control to KGTU tower then onto the next ATC.

Georgetown Municipal Airport Fuel Sales Update

For Month of January 2020 (FY 2020)

FUEL REPORT FOR MONTH OF: JANUARY						
TYPE OF FUEL	GALLONS SOLD FOR MONTH		YEAR TO DATE	YEAR TO DATE	CHANGE PREVIOUS/CURRENT YR	
	FY 2019	FY 2020	FY 2019	FY 2020	GALLONS	%
AVGAS	35,639	28,959	120,732	123,833	3,101	2.6%
JET A	43,533	32,381	154,471	146,287	(8,184)	-5.6%
TOTALS	79,172	61,340	275,203	270,120	(5,083)	-1.9%

Airport Hangar / Tie-Down Lease Update
February 2020

Project Description Hangar / Tie-Down Lease Agreements

Purpose Occupancy Rates

Unit Stats

Total T-Hangars – 130

- 127 Occupied
- 3 Vacant

Time on Waitlist for most recent tenant

- 5 years, 5 Months as of last new signed lease

Total Storage Units – 11

- 8 Occupied
- 3 Vacant

Total Tie-Downs – 38 Monthly, 14 for Overnight/Transient Parking

- 32 Monthly Occupied
- 1 Monthly Vacant

GTU Airport FY 2020

In-Work Projects

Develop Airport Preventative Maintenance Program. Ongoing

Wildlife Hazard Assessment completed by Lou Bridges with Mead & Hunt. Draft at City Attorney's Office for review

Upgrade to bi-fold door drive motors in Hangars BB & CC. Obtaining contractor bids

Install cattle guard at north gate. Obtaining quotes

Airport lease rate study. Bid rejected, working with Purchasing to rebid project

Taxiway edge lighting for 18/36.

Install roller poppers in Hangar I Parts on Hand

502 Wright Brothers Drive Land Lease Lease has been verified by City Attorney, working on acquiring Exhibits A & B. Once acquired, next step will be GTAB for recommendation to present to City Council

Planned Projects

Obtaining Pesticide Application License to allow for airport staff to spray state regulated chemicals.

Replace broken fence along Lakeway Drive.

Replace HVAC units in AeroJet Center hangar.

Install chain link fence around Tower.

Convert lights in Hangars E, F, and G to LED.

Convert lights in CTA hangar to LED.

Spray seal asphalt pavement at north side of AeroJet Center hangar.

Spray seal asphalt pavement at Hangars H, I, and J.

Crack seal asphalt pavement at CTA hangar.

Install cattle guard at south gate.

Install decorative rock around AST and oil recovery tank fences.

Accomplishments

Rekeyed all locks in the Air Traffic Control Tower (ATCT) for added security and to simplify the number of access keys needed. The locks have not been changed since the ATCT's opening in 2007.

Added a magnetic dry erase whiteboard to the north wall of the Airport Conference Room.

Repainted Airport Manager's Office and Communication Room in Terminal building.

Installed rain diverters to tin covered walkway in front of Terminal entrance.

Removed vegetation and installed predator wire on fence south of runway 11/29 for wildlife management.

Tree and brush removal completed at Genesis.

Inspected roof insulation in CTA hangar. No repair needed.

Installed timer switches in Hangar I.

Installed lending library bookcase in terminal conference room.

Inspected door rollers on Genesis hangar. No replacement needed.

Installed tv/monitor for use in Airport Conference Room.

Installed gun cabinet in maintenance shop for wildlife management.

Installed folding wall desk for laptop use with tv/monitor in Airport Conference Room.

Replaced 48 skylights on AeroJet Center's east hangar roof.

Repaired leaking roof above Hangar C-4.

Replaced HVAC units in CTA hangar.

Laid asphalt millings around Runway 36 PAPIs and Runway 11/29 threshold end lights.

Poured three concrete dumpster pads. Two at Genesis hangar and one at CTA hangar.

Installed network wiring in Airport Conference Room for phone and PC while IT Department procured the equipment.

Replace water heaters in CTA hangar.

Remove vegetation and install predator wire on fence near Genesis hangar.

Replace gutter and dilapidated panels on side of CTA hangar.

Repair failed ramp at Genesis hangar.

Updated Texas Agriculture Weights & Measures Certificate/License

Repave Terminal Drive with new asphalt.

Paint CTA hangar.

AvFuel Fuel Contract Extension.

Tree and brush removal at retention pond drainage area.

Airport fuel rate study.

Replace bottom door seals on Hangars H, I, J, and TT.

Upgrade cable guides with roller poppers in Hangar H.

100LL Avgas prices within 50 miles of KGTU

	Airport / FBO	100LL $3.53—$6.80 average $4.68				
KGTU	*Georgetown Municipal Airport* Georgetown, TX					
	GTU JET	AVFUEL	FS	$5.15 **$5.05**	GUARANTEED	AIRBOSS
	City of Georgetown Terminal	AVFUEL	SS	$3.65	13-Feb update	
	AeroJet Center	AVFUEL	FS	$5.15	GUARANTEED	
T74 14 ESE	*Taylor Municipal Airport* Taylor, TX					
	Taylor Municipal Airport	Avfuel	SS	$3.70	19-Feb update	
KEDC 18 SSE	*Austin Executive Airport* Austin, TX					
	Henriksen Jet Center PARAGON Network	66	SS FS	$4.78 $5.70	25-Feb update	PHILLIPS 66® CONTRACT FUEL
KRYW 18 SW	*Lago Vista TX - Rusty Allen Airport* Lago Vista, TX					
	Lago Vista Airport	independent	SS	**$3.53**	20-Feb update	
KILE 24 N	*Skylark Field Airport* Killeen, TX					
	Flight Line Services	Avfuel	SS	$3.85	19-Feb update	
3R9 25 SW	*Lakeway Airpark* Lakeway, TX					
	Lakeway Airpark		SS	$4.31	17-Feb update	
88R 26 WSW	*Spicewood Airport* Spicewood, TX					
	Spicewood Pilots Association, Inc	AVFUEL	SS	$4.10	19-Feb update	

KAUS 29 S — *Austin-Bergstrom International Airport* Austin, TX

Signature Flight Support	independent	FS	$6.70	**GUARANTEED**	
Atlantic	independent	FS	$6.80		26-Feb update
Million Air	World Fuel	FS	$6.65	**GUARANTEED**	AIRBOSS

KBMQ 29 W — *Burnet Municipal Airport-Kate Craddock Field* Burnet, TX

Faulkner's Air Shop	Avfuel	SS	$3.89	13-Feb update
		FS	$4.14	

KTPL 32 NNE — *Draughon-Miller Central Texas Regional Airport* Temple, TX

General Aviation Terminal		SS	$3.84	13-Feb update
		FS	$4.22	

KRCK 36 E — *H H Coffield Regional Airport* Rockdale, TX

City of Rockdale		AS	$4.10	20-Feb update

KDZB 36 WSW — *Horseshoe Bay Resort Airport* Horseshoe Bay, TX

Horseshoe Bay Resort Jet Center	EPIC	FS	$6.24	20-Feb update

KLZZ 37 NW — *Lampasas Airport* Lampasas, TX

City of Lampasas (FBO)	AVFUEL	SS	$3.80	**GUARANTEED**

T35 38 ENE — *Cameron Municipal Airpark* Cameron, TX

City of Cameron		SS	$4.36	**GUARANTEED**

KGOP 45 N — *Gatesville Municipal Airport* Gatesville, TX

City of Gatesville	independent	SS	$4.36	13-Feb update

84R 47 SE — *Smithville Crawford Municipal Airport* Smithville, TX

Fayette Aero LLC	Avfuel	SS	$4.54	13-Feb update

KGYB 47 SE — *Giddings-Lee County Airport* Giddings, TX

Sills Aviation Services LLC	independent	SS	$4.10	21-Feb update

KHYI — *San Marcos Regional Airport* Austin, TX

48 SSW	BERRY AVIATION, INC AN ACORN GROWTH COMPANY		AVFUEL	SS FS	$4.55 $5.55	19-Feb update
50R 50 S	*Lockhart Municipal Airport* Lockhart, TX Martin & Martin Aviation		Avfuel	SS	$4.51	13-Feb update

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Jet A prices within 50 miles of KGTU

	Airport / FBO			Jet A $2.98—$7.20 average $4.85	
KGTU	*Georgetown Municipal Airport* Georgetown, TX				
	GTU JET	AVFUEL	FS	$4.80 **$4.70**	GUARANTEED AIRBOSS
	AeroJet Center	AVFUEL	FS	$4.95	GUARANTEED
T74 14 ESE	*Taylor Municipal Airport* Taylor, TX				
	Taylor Municipal Airport	Avfuel	SS	$3.05	19-Feb update
KEDC 18 SSE	*Austin Executive Airport* Austin, TX				
	Henriksen Jet Center PARAGON Network		FS	$5.85	25-Feb update PHILLIPS 66® CONTRACT FUEL
KILE 24 N	*Skylark Field Airport* Killeen, TX				
	Flight Line Services	Avfuel	SS FS	$3.90 $4.40	19-Feb update
KGRK 25 NNW	*Robert Gray Army Airfield* Fort Hood (Killeen), TX				
	Killeen-Fort Hood Regional Airport		FS	$4.40	21-Jan update
KAUS 29 S	*Austin-Bergstrom International Airport* Austin, TX				
	Signature FLIGHT SUPPORT	independent	FS	$7.20	GUARANTEED
	ATLANTIC	independent	FS	$6.90	26-Feb update

MILLION AIR | FS $6.90 **GUARANTEED** AIRBOSS

KBMQ 29 W — *Burnet Municipal Airport-Kate Craddock Field* Burnet, TX
Faulkner's Air Shop — Avfuel — FS $4.63, SS $4.63 — 13-Feb update

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KTPL 32 NNE — *Draughon-Miller Central Texas Regional Airport* Temple, TX
General Aviation Terminal — SS $3.98, FS $4.36 — 13-Feb update

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KDZB 36 WSW — *Horseshoe Bay Resort Airport* Horseshoe Bay, TX
Horseshoe Bay Resort Jet Center — EPIC — FS $5.74 — 20-Feb update

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T35 38 ENE — *Cameron Municipal Airpark* Cameron, TX
City of Cameron — SS **$2.98** **GUARANTEED**

KGYB 47 SE — *Giddings-Lee County Airport* Giddings, TX
Sills Aviation Services LLC — independent — SS $3.90 — 21-Feb update

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KHYI 48 SSW — *San Marcos Regional Airport* Austin, TX
BERRY AVIATION, INC — AVFUEL — FS $4.79 — 19-Feb update

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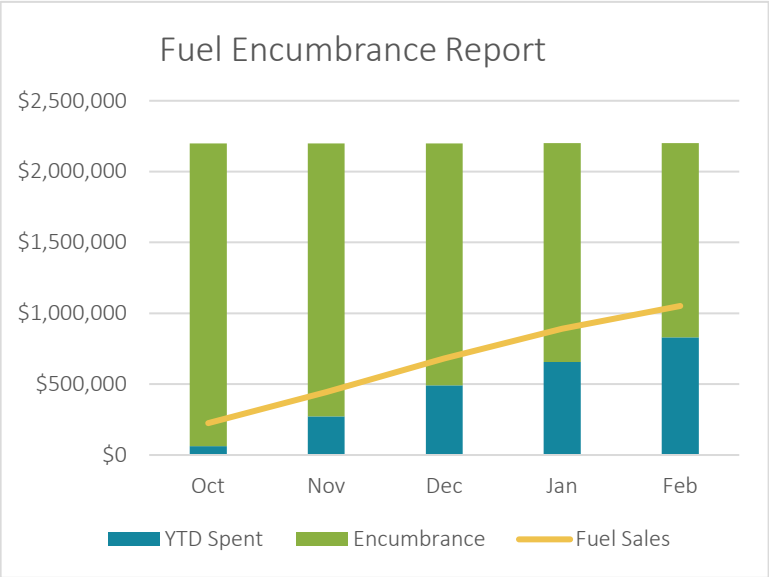
GTAB Monthly Report As of February 29, 2020

Operating revenues include fuel sales, leases, and all other revenue. Through 2/29/2020, these revenues total $1,446,763, or 37.2% of budget.



Fuel is the largest revenue stream in the fund and represents 74.7% of budgeted operating revenues. Through the month, fuel sales total 36.3% of the fuel budget. Fuel sales are tracked every month by staff and are part of the Airport's performance metrics.

Lease and rental revenue is the second largest stream of income for the Airport. It represents 23.1% of budgeted operating revenues. Through the period, lease and rental revenue totals $370,325 or 41.3% of budgeted lease and rental revenues. Occupancy rates continue to be strong. The stated goal per the Airport performance management program is to have occupancy rates over 90%. Over the last fiscal year, the Airport has achieved this goal.

All other revenue totals $23,440 through this period of the fiscal year. This segment of revenue is comprised of allocated interest, property tax, and miscellaneous revenue. Overall, operating revenues are in line with the budget and the fund is in a healthy financial position.

Operating expenses include personnel costs, airport operations, and fuel for resale.

Airport operating expenses total $2,649,849 and are comprised of personnel costs and other operational expenses. Personnel related expenses total $194,481, or 38.8% of budget. The City has experienced 11 of 26 pay periods through this period, or 42% of total cycles. Other airport operational related expenses include internal service and administrative allocation charges, funding for maintenance, and other expenses like credit card fees and contracts for service. The first quarter administrative allocations have been processed by accounting.

Fuel related expenses is comprised of year to date spending plus the fuel encumbrance. Year to date spending totals $831,202 through the month. A $2.2 million encumbrance for fuel was established at the beginning of the fiscal year. After accounting for the year to date spending, there is a remaining encumbrance of $1.369 million for fuel expenses in FY2020. Throughout the fiscal year, the encumbrance amount will be reduced as the year to date spend amount increases.

Overall, operating expenses in the Airport fund are in line with the budget.

Non-operating revenues are budgeted at $750,000 for FY2020. These funds are bond proceeds to fund capital improvement and are planned to be sold in May. Year to date actuals total zero.

Non-operating expenses total $81,431 through the period. This includes $51,793 for capital items and $29,637 related to debt service interest expense.

Fund Schedule Development

The accounting staff along with the City's outside independent auditor Weaver and Associates will present the finalized Comprehensive Annual Financial Report (CAFR) to Council on March 24th. Following the completion of the CAFR, staff will update fund schedules with audited fund balances. Currently, the fund balance is only the budgeted figure and not the actual.

Later in the year as part of the FY2021 Budget Development Process, the Budget Office will develop year-end projections for FY2020. This occurs in April and May. After those projections are completed, staff will add an additional column to show those figures to the fund schedule and their proximity to budget.

Fund Schedule as of February 29, 2020

600 - Airport	FY2020 Budget
Beginning Fund Balance	**1,451,988**

Operating Revenues	FY2020 Budget	FY2020 YTD Actuals	FY2020 YTD Encumbrances	FY2020 Actuals	% of Budget
All Other Revenue	83,000	23,440	-	23,440	28.24%
Fuel and Terminal Sales	2,901,500	1,052,998	-	1,052,998	36.29%
Leases and Rentals	896,500	370,325	-	370,325	41.31%
Operating Revenues Total	**3,881,000**	**1,446,763**	**-**	**1,446,763**	**37.28%**

Operating Expenses	FY2020 Budget	FY2020 YTD Actuals	FY2020 YTD Encumbrances	FY2020 Actuals	% of Budget
Airport Operations	1,334,425	447,527	1,714	449,241	33.67%
Fuel	2,270,000	831,202	1,369,407	2,200,609	96.94%
Operating Expenses Total	**3,604,425**	**1,278,729**	**1,371,120**	**2,649,849**	**73.52%**

Non-Operating Revenues	FY2020 Budget	FY2020 YTD Actuals	FY2020 YTD Encumbrances	FY2020 Actuals	% of Budget
Bond Proceeds	750,000	-	-	-	0.00%
Non-Operating Revenues Total	**750,000**	**-**	**-**	**-**	**0.00%**

Non-Operating Expenses	FY2020 Budget	FY2020 YTD Actuals	FY2020 YTD Encumbrances	FY2020 Actuals	% of Budget
Capital	1,118,566	24,231	27,563	51,793	4.63%
Debt Service	161,420	29,638	-	29,638	18.36%
Non-Operating Expenses Total	**1,279,986**	**53,868**	**27,563**	**81,431**	**6.36%**

	FY2020 Budget
Ending Fund Balance	**1,198,577**
Contingency	256,021
Debt Service Reserve	143,431
CAFR Adjustment	-
Available Fund Balance	**799,125**

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
March 2020 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ITEM SUMMARY:

March 2020 GTAB Updates Cover Sheet

FM 971 - Realignment at Austin Avenue:
TxDOT review from district office met 100% plans Klotz submitted. Environmental complete and submitted.

Final parcel preparing for closing March 6th 2020.
Utility relocation underway

Northwest Blvd:

- Project started at traffic circle
- ROW prep underway east of IH35
- Underground Utilities are 50% installed on west side of IH35.
- Estimated completion Spring 21

Rivery Blvd Extension:
Initial phase complete added turn lane construction is underway.

EB Williams @ Rivery Turn Lane
Contractor has installed storm water infrastructure and will begin to work on pavement section starting the 1st week of March 2020. Construction underway completion spring 2020.

Southwest Bypass (RM 2243 to IH 35) Phase 2:
Project substantially complete, paving and striping complete, power to signal at 2243 still remains to finish. Completion Spring of 2020

Rock Water Quality Pond Improvements:
Sidewalk and curb & gutter installed along Rock Street. Paving to take place March 6th weather permitting. Fence is being installed. Pond work is 85% completed. Expected completion Spring 2020

Old Town "Northeast" Sidewalk:
Contractor is working to install conduit for utility relocates along 7th from Pine to Walnut. Contractor also installing underground storm pipe along 7th from Pine to Holly. Estimated completion Spring 2020.

Shell Sidewalk Improvements:
Pre-construction meeting held on 2-21-2020. Tentative start date 3rd week of March.

Sun City crosswalks:
Pedestrian Pole bases to be completed 1st week of March. Installation of equipment to begin 2nd week of

March.

Southwestern Blvd:

· Preparing plan/profile sheets.
· Finalizing Storm Conveyance System for the project
· Evaluating Water Quality Treatment Options;
· Preparing Utility plan/profile sheets (water/wastewater)
· Identifying utility conflicts
· ROW needs ascertained, to be forwarded to Travis by 1-17

SE Inner Loop: This section to bid first quarter of 2020

• Preparing plan/profile sheets
• Finalizing Storm Conveyance System for the project
• Evaluating Water Quality Treatment Options;
• Preparing Utility plan/profile sheets (water/wastewater) Identifying utility conflicts

17th St. CDBG Sidewalk:

Contractor has installed all sidewalk and curb ramps throughout the project area. Bus Shelters have been ordered and are expected to arrive the end of February 2020.

17th Street Rehab

Contractors has installed most of the 8" water main along 17th from Austin Ave to Church Street. Services to be transferred to new line with in the next week. Work will begin on rehabilitation of roadway along 17th street in the new week or so after water line is completed.

2018 Curb & Gutter

To be constructed with 17th Street rehab. Tentative starting time frame for this portion is April 2020.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ATTACHMENTS:

	Description	Type
🗋	March 2020 GTAB Updates	Presentation

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2018 Curb & Gutter

To be constructed with 17th Street rehab. Tentative starting time frame for this portion is April 2020.

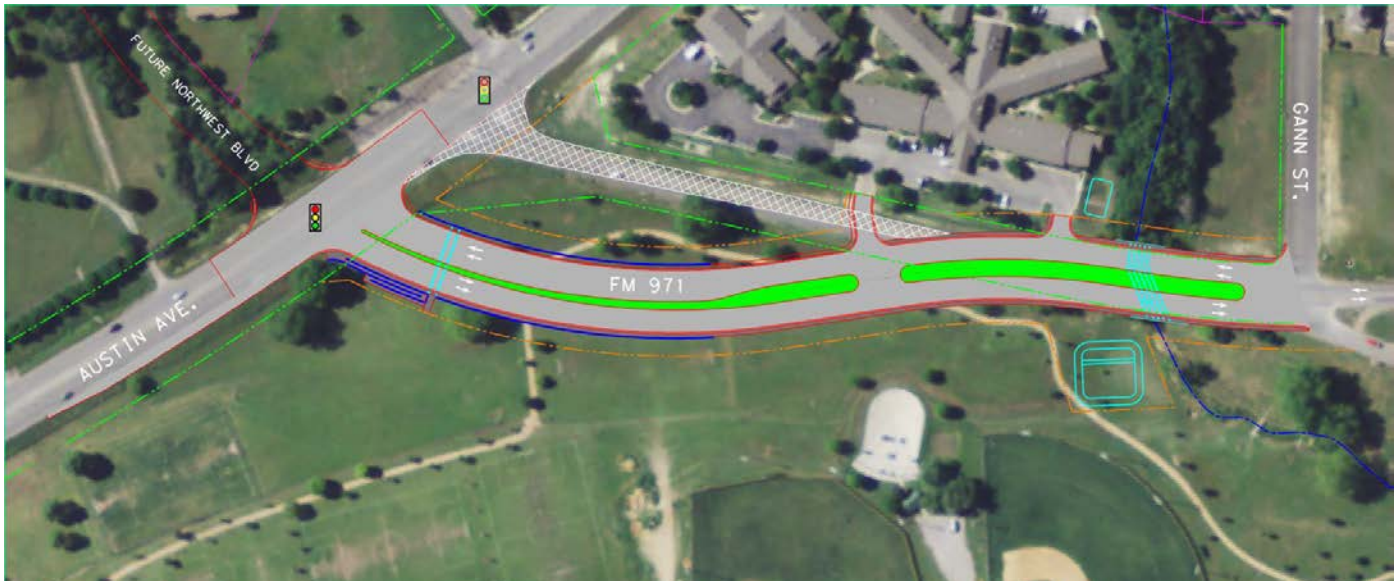
FM 971 at Austin Avenue
Realignment Intersection Improvements
Project No. 1BZ TIP No. AG
February 2020

Project Description Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

Purpose To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

Project Managers Joel Weaver

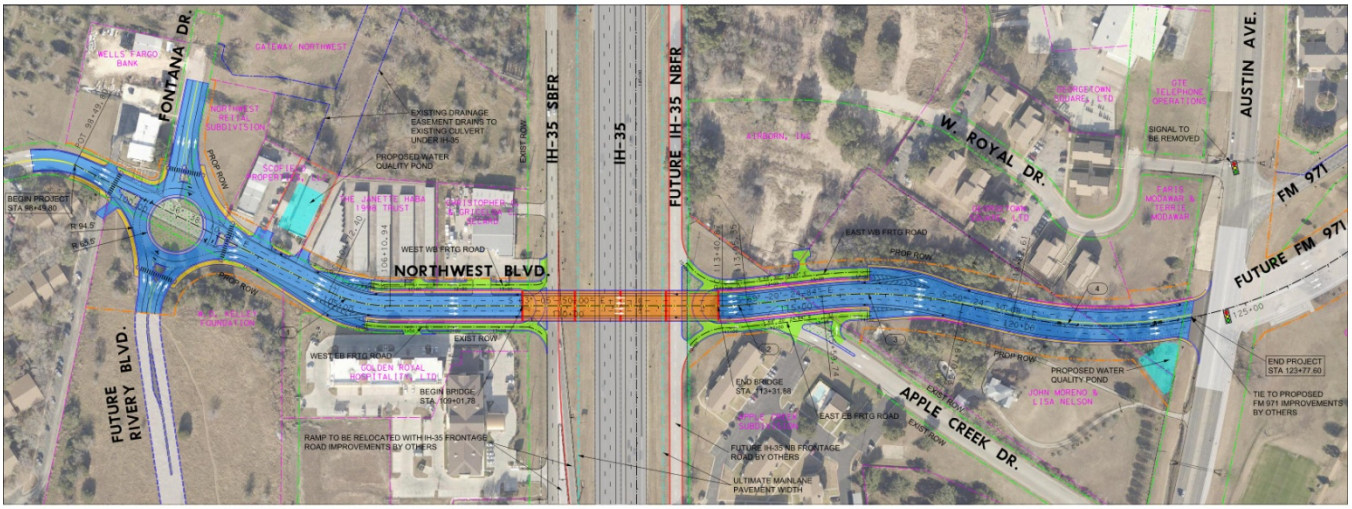
Engineer Klotz Associates, Inc.



Element	Status / Issues
Design	TxDOT review from district office met 100% plans Klotz submitted. Environmental complete and submitted. Estimated bid 2cnd quarter 2020 est completion late 2021
Environmental/ Archeological	**TBD**
Rights of Way	Final parcel preparing for closing
Utility Relocations	TBD
Construction	Utility relocation underway
Other Issues	AFA with TxDOT complete.

Northwest Boulevard
(Fontana Drive to Austin Avenue)
Project No. 5QX TIP No. AF
February 2020

Project Description	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
Purpose	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
Project Manager	Joel Weaver and Wesley Wright, P.E.
Engineer	Klotz Associates



Element	Status / Issues
Design	Design Complete
Environmental/ Archeological	Complete
Rights of Way	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
Utility Relocations	TBD
Construction	Project started at traffic circle ROW prep underway east of IH35, expected completion spring 21
Other Issues	

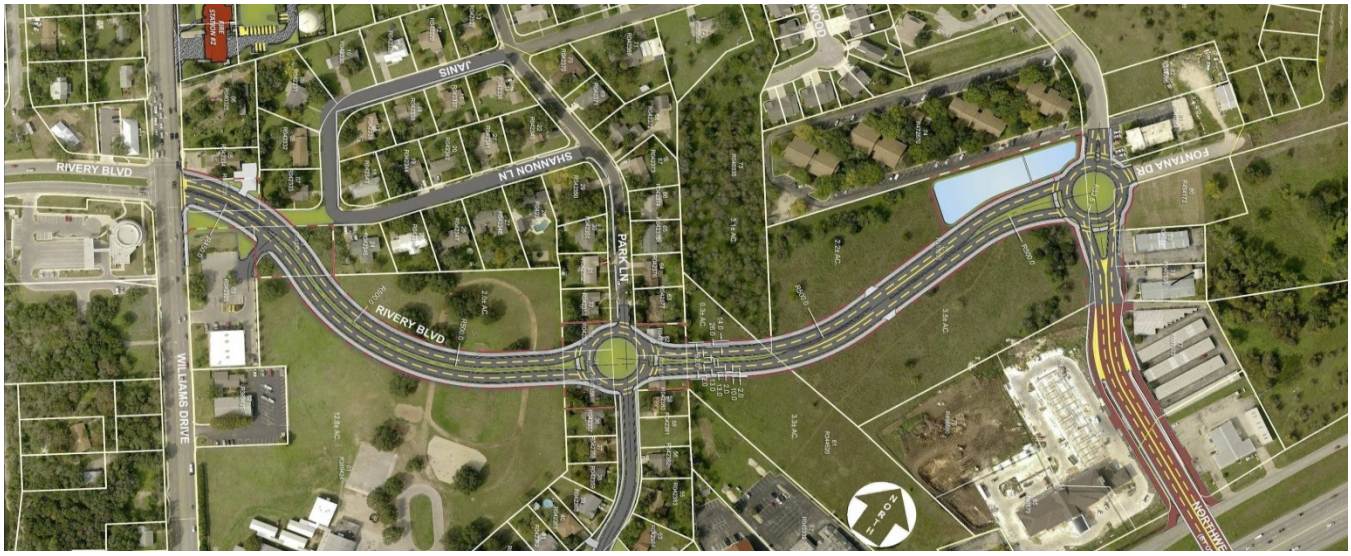
Rivery Boulevard Extension
(Williams Drive to Northwest Boulevard @ Fontana Drive)
Project No. 5RM TIP No. AD
Unchanged - March 2020

Project Description Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivery Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

Purpose To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivery Boulevard and Wolf Ranch Parkway.

Project Manager Travis Baird, Joel Weaver, and Wesley Wright, P.E.

Engineer Kasberg Patrick and Associates



Element	Status / Issues		
Design	**Complete**		
Environmental/ Archeology	Complete		
Rights of Way	**Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation hearings completed on 2 parcels, working toward final resolution of matter.**	Total Parcels:	**22**
		Appraised:	**22**
		Offers:	**22**
		Acquired:	**20**
		Closing pending:	**0**
		Condemnation:	**2**
Utility Relocations	TBD		
Construction	Initial phase complete added turn lane construction to begin January 2020		
Other Issues			

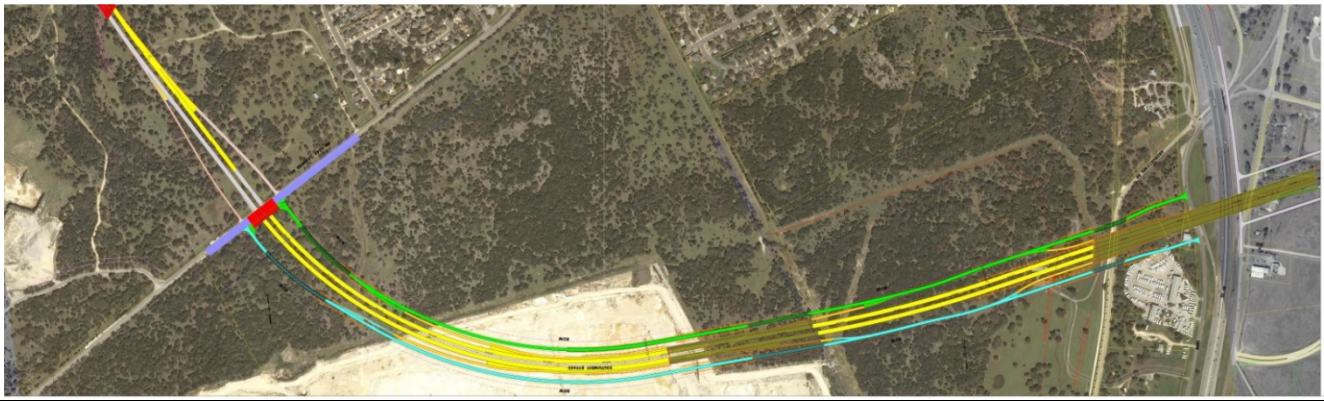
Right Turn Lane EB Williams Driver @ Rivery Blvd
Project No. 5RP TIP No. None
March 2020

Project Description	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
Purpose	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
Project Manager	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
Engineer	M&S Engineering, LLC

Element	Status / Issues		
Design	EB Williams @ Rivery turn lane design complete. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28th. Change Order for Joe Bland approved. PO has been created.		
Environmental /Archeology	TBD		
Rights of Way	**All easements acquired.**	Total Parcels:	**3**
		Appraised:	**3**
		Offers:	**3**
		Acquired:	**3**
		Closing pending:	**0**
		Condemnation:	**0**
Utility Relocations	Atmos to relocate 1 – 3″ line - completed		
Bid Phase	TBD		
Construction	Contractor has installed storm water infrastructure and will begin to work on pavement section starting the 1st week of March 2020. Construction underway completion spring 2020.		
Other Issues	TBD		

Southwest Bypass Project
(RM 2243 to IH 35)
Project No. 1CA Project No. BK
Unchanged - March 2020

Project Description	Develop PS&E for Southwest Bypass from Leander Road (RM 2243) to IH 35 in the ultimate configuration for construction of approximately 1.5 miles of interim 2-lane roadway from Leander Road (RM 2243) to its intersection with the existing Inner Loop underpass at IH 35.
Purpose	To extend an interim portion of the SH 29 Bypass, filling in between Leander Road (RM 2243) to IH 35 Southbound Frontage Road.
Project Manager	Williamson County City Contact: Joel Weaver
Engineer	HDR, Inc.



Element	Status / Issues
Williamson County Project Status	**Southwest Bypass (RM 2243 to IH 35) Phase 2 –** Project substantially complete, paving and striping complete, power to signal at 2243 still remains to finish. Completion Spring of 2020
Rights of Way	Complete
Other Issues	

Rock Water Quality Pond Improvements
Project No. 1EC **TIP No.** None
March 2020

Project Description	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.
Purpose	To improve the water quality treatment and capacity for the downtown overlay district.
Project Managers	Michael Hallmark, Chris Pousson
Engineer	Steger & Bizzell

Element	Status / Issues
Design	Design 100%. WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ
Environmental/ Archeological	GA is complete
Rights of Way	N/A
Utility Relocations	none
Bid Phase	Sidewalk and curb & gutter installed along Rock Street. Paving to take place March 6th weather permitting. Fence is being installed. Pond work is 85% completed. Expected completion Spring 2020
Construction	TBD
Other Issues	

Citywide Sidewalk Improvements Project
Old Town Northeast Sidewalks
Project No. 1EF **TIP No.** None
March 2020

Project Description The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast "Old Town". Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

Purpose To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

Project Managers Nat Waggoner, AICP, PMP®, Chris Pousson

Engineer Steger Bizzell

Element	Status / Issues
Design	Finalizing design, received TCEQ WPAP approval. Final review of design and contract specifications are underway.
Environmental/ Archeological	TBD
Rights of Way / Easements	All easements needed have been obtained.
Utility Relocations	Relocate Frontier, Sudden link and COG Electric overhead.
Construction	Contractor is working to install conduit for utility relocates along 7th from Pine to Walnut. Contractor also installing underground storm pipe along 7th from Pine to Holly. Estimated completion Spring 2020.
Other Issues	

Shell Road Sidewalk Improvements
Project No. **TIP No.** None
March 2020

Project Description	The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
Purpose	To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.
Project Managers	Chris Pousson
Engineer	KPA

Element	Status / Issues
Design	95% design set to be reviewed.
Environmental/ Archeological	TBD
Rights of Way / Easements	1 easement secured at Shell Road and Sequoia Spur.
Utility Relocations	TBD
Construction	Pre-construction Meeting held on 2-21-2020. Tentative start date is 3rd week of March.
Other Issues	TBD

Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway

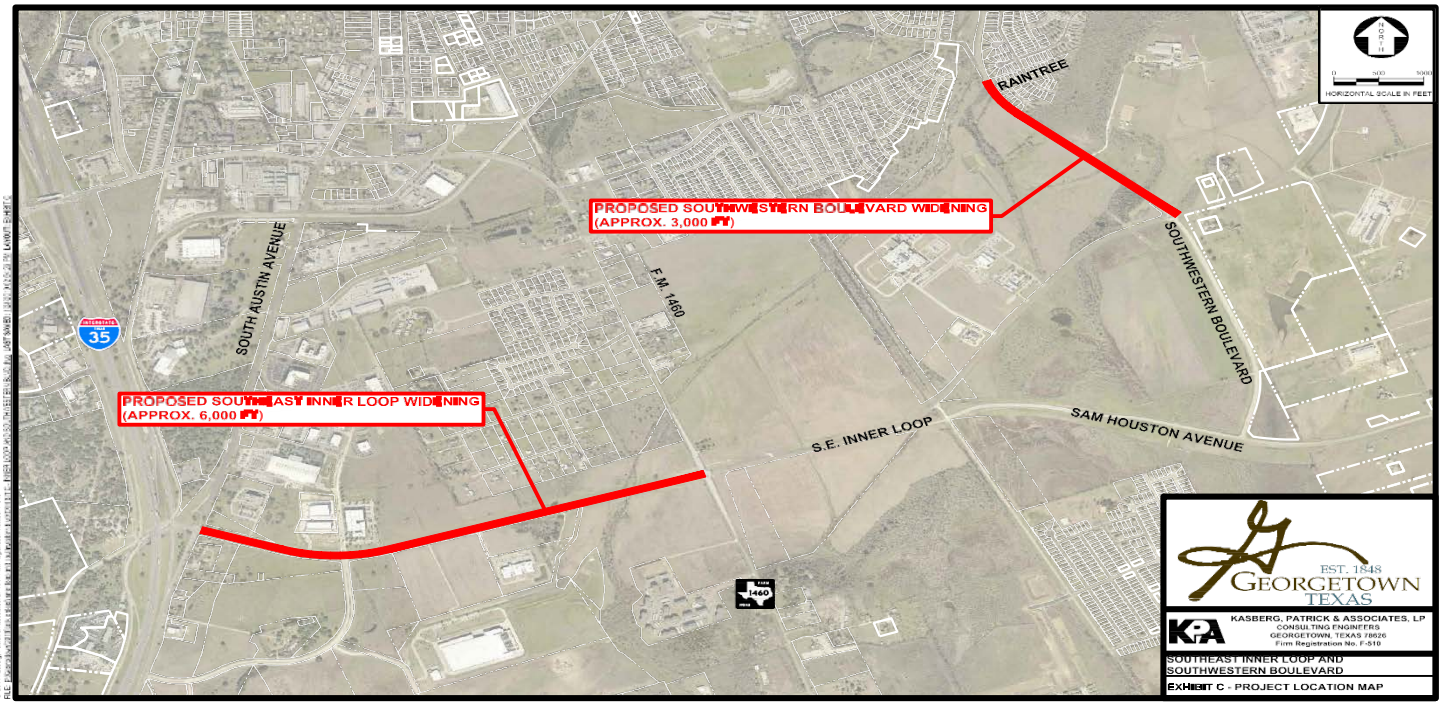
Project No.

Unchanged - March 2020

Project Description FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

Project Managers Joel Weaver and Wesley Wright, P.E.

Engineer KPA & Associates



Element	Status / Issues		
Design	Southwestern: • Preparing plan/profile sheets. • Finalizing Storm Conveyance System for the project • Evaluating Water Quality Treatment Options; • Preparing Utility plan/profile sheets (water/wastewater) • Identifying utility conflicts • ROW needs ascertained, to be forwarded to Travis by 1-17 SE Inner Loop: **This section to bid first quarter of 2020** • Preparing plan/profile sheets • Finalizing Storm Conveyance System for the project • Evaluating Water Quality Treatment Options; • Preparing Utility plan/profile sheets (water/wastewater) • Identifying utility conflicts		
Environmental/ Archeological	**Efforts to begin April 2019 and any issues are expected to be identified in the coming month.**		
Rights of Way	**ROW needs on Southwestern to be determined**	Total Parcels:	**0**

		Possession:	**0**
		Pending:	**0**
Utility Relocations	**To be determined**		
Construction			
Other Issues	None.		

17th St CDBG Sidewalks
(Railroad to Forest St)
Project No. 9AZ TIP No.
Unchanged - March 2020

Project Description	Construction of new sidewalk along 17th St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.
Purpose	This project will improve the pedestrian route connecting existing low income housing to important community services and destinations.
Project Manager	Chris Logan
Engineer	KPA

Element	Status / Issues
Design	Task order is fully executed for the engineering services. Design underway • Survey is complete, working on preliminary alignment • Final Design – complete by early July • Bidding – Complete by mid August
Environmental/ Archeological	Complete
Rights of Way	Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.
Utility Relocations	TBD
Construction	Contractor has installed all sidewalk and curb ramps throughout the project area. Bus Shelters have been ordered and are expected to arrive the end of February 2020.
Other Issues	

17th Street Rehabilitation
Project No. 1CE **TIP No.** None
March 2020

Project Description This project consist of the rehabilitation of 17th street from Austin Ave to Church Street. This project will include replacing and upgrading the existing water line in the project area, new curb and gutter and full rehabilitation of the street.

Project Manager Chris Pousson

Engineer/Engineers KPA

Element	Status / Issues
Design	**Complete**
Environmental/ Archeological	N/A
Rights of Way	All work will remain in existing ROW
Utility Relocations	N/A
Bid Phase	Complete
Construction	Contractors has installed most of the 8″ water main along 17th from Austin Ave to Church Street. Services to be transferred to new line with in the next week. Work will begin on rehabilitation of roadway along 17th street in the new week or so after water line is completed.
Other Issues	

2018 Curb and Gutter
Project No. 5AL **TIP No.** None
March 2020

Project Description Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on 20th street, 19 ½ street, Myrtle Street, 16th street, 17 ½ street and Elm Street.

Purpose This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.

Project Managers Chris Pousson

Engineer KPA

Element	Status / Issues
Design	**100% Complete.**
Environmental/ Archeological	N/A
Rights of Way	N/A
Utility Relocations	N/A
Bid Phase	Project was bid with 17th Street Rehabilitation Project.
Construction	Work to begin on this phase in April 2020.
Other Issues	

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Nominations and election of Vice-Chair of the GTAB Board. – Sheila Mills – Chair Person for GTAB

ITEM SUMMARY:
Per the Bylaws of the Georgetown Transportation Advisory Board;
"**Section 3.1 – Officers**. The Board Officers are Chairman, Vice-Chairman and Secretary. The Chair is appointed by the City Council during the annual appointment process. The other Board Officers are elected by a majority vote of the Members at its first meeting after the annual appointment process."
The Chair of the Board, Mrs. Sheila Mills, will take the nominations from the floor, for position of Vice-Chair.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Nominations and election of Secretary of the GTAB Board. – Sheila Mills, GTAB Chair Person

ITEM SUMMARY:
Per the Bylaws of the Georgetown Transportation Advisory Board;
"**Section 3.1 – Officers**. The Board Officers are Chairman, Vice-Chairman and Secretary. The Chair is appointed by the City Council during the annual appointment process. The other Board Officers are elected by a majority vote of the Members at its first meeting after the annual appointment process."
The Chair of the Board, Mrs. Sheila Mills, will take the nominations from the floor, for position of Secretary.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Review and possible action related to the Day and Time of GTAB Board Meetings – Sheila Mills, GTAB Chair Person

ITEM SUMMARY:
Per the GTAB Bylaws **Section 4.1 Time & Date of Regular Meeting.** The Board shall meet once a month on the same week of the month, the same day of the week, at the same time, and at the same place. The regular date, time, and place of the Board meeting will be decided by the Members at the first meeting, of the Board after the annual appointment process.
Currently, the GTAB Board meets on the second Friday of each month at 10:00 a.m.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:

ATTACHMENTS:

	Description	Type
	GTAB Dates 2020	Backup Material

GEORGETOWN TRANSPORTATION ADVISORY BOARD (GTAB)

Meeting Schedule
March 2020 – February 2021

All Regular Meetings will be held on the **second Friday** of every month at **10:00 a.m.** at the Georgetown Municipal Complex, located at 300-1 Industrial Avenue.

Please contact Emily Koontz at 512-930-6556 if you have any questions regarding meeting dates or times.

MARCH 13, 2020

APRIL 10, 2020

MAY 8, 2020

JUNE 12, 2020

JULY 10, 2020

AUGUST 14, 2020

SEPTEMBER 11, 2020

OCTOBER 9, 2020

NOVEMBER 13, 2020

DECEMBER 11, 2020

JANUARY 8, 2021

FEBRUARY 12, 2021

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Consideration and possible action to approve the Minutes from the February 14, 2020 Meeting. -- Emily Koontz - Board Liaison

ITEM SUMMARY:

FINANCIAL IMPACT:
NONE

SUBMITTED BY:
Emily Koontz - Board Liaison

ATTACHMENTS:

	Description	Type
🗋	Minutes Feb. 14 2020	Backup Material

Minutes of the Meeting of the
Georgetown Transportation Advisory Board and the
Governing Body of the City of Georgetown, Texas
February 14, 2020

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participation at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City at least three (3) days prior to the scheduled meeting date, at (512)930-3652 or City Hall at 113 East 8th Street for additional information: TTY users route through Relay Texas at 711.

Board Members Present: Ron Bindas – Board Chair, Dan Jones, George Brown, Robert Redoutey, Sheila Mills, Ercel Brashear, Rachael Jonrowe
Board Members Absent: Doug Noble
Staff Present: Wes Wright, Ray Miller, Emily Koontz, Joseph Carney, Laurie Brewer, David Morgan, Wayne Reed, Paul Diaz, Nat Waggoner
Others Present: Carl Norris-ACC, John Milford-ACC, Terry Reed – ACC, Philip Huntley – Garver

Regular Session

A. Call to Order: Meeting called to order by Chairperson Ron Bindas at 10:00am

Georgetown Transportation Advisory Board may, at any time, recess the Regular Session to Convene an Executive Session at the request of the Chair, a Board Member, The City Manager, Assistant City Manager, General Manager of Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

B. Introduction of Board Members and Visitors: All board members, visitors, and staff were introduced.

C. Updates to various planning initiatives by CAMPO and TxDOT transportation improvement projects as wells as an update on GoGeo Operations. Ray Miller gave updates. All updates included in the packet. There was discussion about how the performance standard came from the Transit Feasibility Study and some of the standards were goal-oriented. Morgan explained that there will be discussions during the budget process about GoGeo.

D. Discussion regarding the Airport Monthly Update and Project Time Lines - Joseph A. Carney, C.M., Airport Manager and Ray Miller, Acting Director of Public Works. Joseph Carney gave updates. All updates included in the packet. There was discussion about the contingency fund being in good shape and that the bond funds will be $750,000 for the maintenance building.

Citizens Wishing to Address the Board: The following people with the Airport Concerned Citizens (ACC) signed up to speak to the Board on Item E:
Carl Norris – 6 minutes (extra 3 minutes donated by John Milford) – Statement attached to minutes.

E. January 2020 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager. Wesley Wright gave updates. All updates included in the packet. There was discussion about the approximate time frame of probably 9 to 12 months once construction begins which will start probably at the end of 2020 or beginning of 2021. There was some discussion about concerns about line of sight for pedestrian crossings.

Legislative Regular Agenda

F. Consideration and possible approval of the Minutes from the January 10, 2020 Meeting – Emily Koontz – Board Liaison. **MOTION by Mills, second by Brown** to approve the minutes. **APPROVED 7-0-2 (Noble – absent, Brashear - abstained)**

G. Consideration and possible recommendation on Task Order KHA-20-001 to Kimley-Horn and Associates for professional design services for the Westinghouse and Scenic Lake Traffic Signal in the amount of $59,820 – Wesley Wright, PE, Sytems Engineering Director. **MOTION by Brashear, second by Brown**. **APPROVED 8-0-1 (Noble – absent)**

H. Presentation, discussion, and possible recommendation on the draft 2030 Plan Update – Sofia Nelson, Planning Director, Nat Waggoner, AICP, Long Range Planning Manager, and Susan Watkins, AICP, Housing Coordinator. Plan is available on the city website. **MOTION by Mills, second by Brown**. **APPROVED 7-0-2 (Noble – absent, Brashear - abstained)**

Adjournment

Motion by Brashear, second by Redoutey. **APPROVED 8-0-1 (Noble – absent)**
Meeting was Adjourned at 11:18 AM

Approved: **Attested:**

_____ _____
Ronald Bindas - Chair Dan Jones – Secretary

_____
Emily Koontz – GTAB Board Liaison

GTAB STATEMENT
FEBRUARY 14, 2020
AGENDA ITEM "D"
AIRPORT MONTHLY REPORT

Good morning Mr. Chairman, and members of the GTAB. My name is Hugh C. Norris, Jr. My residence is 4400 Luna Trail, Georgetown, Texas. I am a member of the Airport Concerned Citizens (ACC).

On behalf of the ACC, we add to our prior documented oppositions to the Taxiway Edge Lighting Project, 1914GRGTN, as an evasion of FAA NEPA/EIS compliance regulations 1050.1F and 5050.4. This project's components were originally part of 25 components of grant project 1514GRGTN provided NEPA/EIS evasion by the city, TxDOT, and FAA. These 25 components were among the group of a multimillion dollar PROGRAM for airport operations expansion developed by the federal funded 2005 Airport Master Plan. That plan was developed by evaded portions of FAA AC 150/5070-6B regulating development of such airport plans. The entire 2005 PROGRAM of components was inserted into a revised Airport Layout Plan (ALP) and approved by TxDOT for federal/state funding with no required EIS preparation process for public examination and participation.
The 25 component 1514GRGTN federal funded grant was segmented out of the NEPA evaded ALP as a stand- alone project, provided an illicit categorical exclusion by TxDOT staff in violation of described federal regulations, and falsely justified by city and state officials before the Texas Transportation Commission (TTC) as having had a full, open public meeting PRIOR to its presentation to the TTC for approval funding. THERE HAS NEVER BEEN A PUBLIC HEARING FOR ANY GRANT FOR OUR AIRPORT.
Due to funding limitations, the Taxiway Edge Lighting Project was excluded from 1514GRGTN and deferred until August 2019 by TxDOT for separate TTC approval. 1914GRGTN retains all the corrupt behavior features by city, TxDOT, and FAA officials of its parent project and PROGRAM including total exclusion of open public hearings and meetings which ACC continues to request this board provide.

Lack of open public question and answer meetings between the public and city officials to address questions such as those posed by myself and Ms. Dew last month have led city, TxDOT, and FAA officials to fraudulent behavior. For example, look at the aerial wall map to my left. Note the abandoned original Lakeway Drive and its ox-bow relocation to accommodate the 900 ft extension of RW 18-36 implemented as a PROGRAM project of the 1980 Airport Master Plan. The roadway, Lakeway Drive, did not exist in 1980. It did exist in 1984. But because no EIS process was implemented for that plan and PROGRAM, the general public, road builder, and city officials were not aware of the planned runway extension, conflicts occurred, and waste of public funds was required in 1990 and 1991 to relocate the roadway and its drainage facilities. To this day, the city claims it has no records of the roadway's original construction or acceptance for public use. No EIS preparation process was implemented for the relocation project or federal funded acquired land in violation of federal regulations.

Consider the posting on the city Airport Department website of Citizen FAQ No.4 of a FAA Hotline response letter dated September 15, 2015 with August 28, 2015 attachment to me without my PRIOR consent NOR inclusion of my response to FAA two days later. The missing personal response cited the FAA response was unacceptable, defective, and riddled with false, misleading, missing information, and cited examples. Posting this FAA Hotline response by the city was viciously intended to smear and marginalize the complainant and the ACC. The FAA Hotline is a whistleblower site protected by federal regulations against unauthorized release. Posting by the city on its global website of this confidential correspondence without PRIOR

citizen whistleblower's consent will be pursued in the NEPA revisions now being conducted by Congress.

Lack of airport public meetings for the past 40 years and four airport master planned PROGRAMS have resulted in the continued hazardous airport location site in the heart of our growing city as shown on the Future Land Use Plan of the 2030 Comprehensive Plan Update with no city professional plan for the airport's safe, superior site, relocation.

Mr. Chairman, the ACC demands that, if this board believes it does not possess the authority to conduct an airport public meeting, then it now recommend the city council conduct such a meeting PRIOR to its meeting on February 25, 2020. Board comments will be appreciated.

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Consideration and possible action to recommend Change Order #1 for project 1FB Northwest Blvd. Improvements. -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ITEM SUMMARY:
This Change Order is to add relocation and maintenance of existing underground utilities East of IH-35 and in the Right-Of-Way ending at Gann St.

FINANCIAL IMPACT:
Funds are available in the 2008 Road Bond budget.

SUBMITTED BY:
Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ATTACHMENTS:

	Description	Type
	quote spreadsheet	Cover Memo
	sign CO form	Cover Memo

19035 FM 971 WL & WWL RELOCATION

2/28/2020

DESCRIPTION	QTY	UNITS	BID UNIT	BID TOTAL
UTILITY IMPROVEMENTS				
BARRICADES, SIGNS, TRAFFIC HANDLING	2	MO	$ 11,000.00	$ 22,000.00
SITE PREPARATION	1.16	AC	$ 8,200.00	$ 9,512.00
SEDIMENT CONTROL FENCE	2,000	LF	$ 2.55	$ 5,100.00
CONSTRUCTION ENTRANCE	2	EA	$ 1,495.00	$ 2,990.00
TREE PROTECTION	4	EA	$ 440.00	$ 1,760.00
ROCK BERM	30	LF	$ 23.00	$ 690.00
FURNISH AND INSTALL 6" TOPSOIL	3,400	SY	$ 5.00	$ 17,000.00
FERTILIZER	0.20	TN	$ 1,160.00	$ 232.00
SEEDING	3,400	SY	$ 1.50	$ 5,100.00
FIBER MULCH	3,400	SY	$ 1.50	$ 5,100.00
ASPHLAT PAVEMENT REPAIR	125	SY	$ 445.00	$ 55,625.00
CONCRETE CURB REPAIR	16	LF	$ 122.00	$ 1,952.00
6" PVC C-900 WL	356	LF	$ 73.00	$ 25,988.00
12" PVC C-900 WL	1,648	LF	$ 63.00	$ 103,824.00
6"X6" WET CONNECTION	2	EA	$ 1,860.00	$ 3,720.00
12"X6" WT CONNECTION	2	EA	$ 1,860.00	$ 3,720.00
12"X12" WET CONNECTION	3	EA	$ 2,240.00	$ 6,720.00
6" GATE VALVE	6	EA	$ 1,040.00	$ 6,240.00
12" GATE VALVE	6	EA	$ 2,715.00	$ 16,290.00
FHA W/ 6" LEAD	5	EA	$ 6,530.00	$ 32,650.00
TRENCH SAFETY	2,503	LF	$ 2.00	$ 5,006.00
18" STEEL CASING	127	LF	$ 195.00	$ 24,765.00
24" STEEL CASING	290	LF	$ 150.00	$ 43,500.00
4' WW MANHOLE	3	EA	$ 7,500.00	$ 22,500.00
8" PVC WWL	510	LF	$ 90.00	$ 45,900.00
REMOVE EXISTING MANHOLE	1.00	EA	$ 16,300.00	$ 16,300.00
NO BID ITEMS				
CONCRETE CAP WWL	101	LF	$ 43.00	$ 4,343.00
REPLACE MBGF	20	LF	$ 79.00	$ 1,580.00
REPLACE GRANITE TRAIL	180	SY	$ 30.00	$ 5,400.00
SW3P	1	LS	$ 2,400.00	$ 2,400.00
UNDERGROUND CONDUIT 2-6" & 2-4" PVC	500	LF	$ 160.00	$ 80,000.00
UTILITY IMPROVEMENTS				**$ 577,907.00**

Total Site Improvements	**$ 577,907.00**

VE OPTIONS				
DEDUCT CONCRETE CAP WWL	-101	LF	$ 40.00	$ (4,040.00)
DEDUCT FLOW FILL AND TEMP PATCH AT FM 971	-40	SY	$ 215.00	$ (8,600.00)
DEDUCT BYPASS PUMPING & DEMO MH	-1	EA	$ 15,000.00	$ (15,000.00)
ADD CORE MH AND RE-COAT	1	EA	$ 7,500.00	$ 7,500.00
CONCRETE CURB REPAIR				**$ (20,140.00)**

NOTES AND EXCLUSIONS:

1.TESTING, BONDS, FEES IS EXCLUDED
2.WAGE SCALE IS EXCLUDED
3. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
4. WATER METERS ARE EXCLUDED
5. SITE ELECTRICAL AND SITE LIGHTING AND CONDUIT IS EXCLUDED
6. HAND PRUNINIG/ TRIMMING OF EXISTING TREES IS EXCLUDED
7. ALL WATER METERS ARE EXCLUDED FROM PRICING.
8. GROUT FILLING OF EXISTING UTILITY LINES TO BE ABANDONED IS EXCLUDED
9. TEMPORARY FENCE IS EXCLUDED. PLEASE ADVISE IF YOU NEED PRICING.
10. TAX IS EXCLUDED
11. RPLS SURVEYING AND LAYOUT IS EXCLUDED
12. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
13. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
14. STRUCTURAL EXCAVATION IS SPECIFICALLY EXCLUDED
15. EXCAVATION AND FINE GRADING FOR SIDEWALKS AND LANDSAPING IS EXCLUDED
16. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.
17. ROCK TRENCHING AND EXCAVATION IS EXCLUDED.
18. RELOCATING AND ADJUSTING LANDSCAPE & IRRIGATION IS EXCLUDED
19. FLOWABLE FILL IN ELECTRICAL CONDUIT TRENCH.

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: (1FB) Northwest Blvd	Owner: City of Georgetown	Owner's Contract No.: 19-0032-CIP
Contract: Northwest Blvd Improvements		Date of Contract: 7-26-19
Contractor: CHASCO Constructors Ltd., LLP		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Add relocation and maintenance of existing underground utilities East of IH 35 and in the extended ROW to Gann St.

Attachments (list documents supporting change):
Line item quote for requested work.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $8,149,698.00	Original Contract Times: Calendar days Substantial completion (days or date): 365 Ready for final payment (days or date): 425
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $N/A	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $8,149,698.00	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: $577,907.00	[Increase] of this Change Order: Substantial completion (days or date): 60 Ready for final payment (days or date): 75
Contract Price incorporating this Change Order: $8,727,605.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 425 Ready for final payment (days or date): 500

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: Charles J Jones Jr
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: 2/28/2020

Approved by Funding Agency (if applicable):

_____ Date: _____

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Consideration and possible recommendation to approve a Land Lease with Kaveh Khorzad for the hangar plat at 502 Wright Brothers Drive on hte Georgetown Municipal Airport with an annual lease of $3,807.12 -- Joseph A. Carney, C.M., Airport Manager and Ray Miller, Director of Public Works.

ITEM SUMMARY:
The hangar site is currently not leased.
Mr. Khorzad has had plans and permits prepared for building of a hangar on the site. He has accepted the current lease rate as posted on the airport's website. The current lease rate would be $3,807.12 per year.
Mr. Khorzad will utilize the hangar for storage of personal aircraft.
The term would be from 1 April 2020 for 30 years.
STAFF RECOMMENDATIONS
City Staff has reviewed the documents and is recommending the acceptance of this Land Lease request with a condition that the survey and associated reports (Exhibits A & B be completed.

FINANCIAL IMPACT:
Execution of this lease will net the Airport Fund an additional $3,807.12 of new revenue.

SUBMITTED BY:
Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

	Description	Type
	Khorzad Land Lease	Backup Material

HANGAR AND GROUND LEASE AGREEMENT

CITY OF GEORGETOWN, TEXAS

Lessor

AND

TEXAS KHORZAD, LLC

Lessee

LEASE AGREEMENT

THIS HANGAR AND GROUND LEASE (“Agreement”) is effective this _____ day of _____, 2020, by and between the CITY OF GEORGETOWN, TEXAS, a Texas home-rule city (“City” or “Lessor”) and TEXAS KHORZAD, LLC ("Lessee").

Preliminary Statements

A. The City owns and operates an airport known as the Georgetown Municipal Airport (KGTU) located in Williamson County, Texas, including the real property upon which the same is located (the "Airport"); and

B. The City and Lessee desire to enter into a Lease Agreement ("Agreement") for the use and occupancy of certain areas at the Airport; and

C. The City desires to accommodate, promote and enhance general aviation at the Airport. Lessee desires assurance of the Airport's continued availability as a base for aircraft; and

D. The City and Lessee have agreed that Lessee will construct and occupy a hangar building and ancillary improvements, without cost to the City (the “Hangar”).

E. In consideration of the rents, covenants and conditions set forth below, the City leases to Lessee the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

ARTICLE 1: TERM AND OPTIONS

1.1 The initial term of this Agreement shall commence at 12:01 a.m. on _____, _____, and expire at 11:59 p.m. on _____, _____, a duration of thirty years, (the “Initial Term”), unless sooner terminated in accordance with this Agreement.

ARTICLE 2: LEASED PREMISES

2.1 The Leased Premises consist of the parcel of land described in Exhibit A. The Lessee acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee’s intended purposes, or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; (2) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3) Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessee is accepting the Leased Premises “as is,” in their present condition, and Lessee agrees to perform all preparation, repairs, remediation, and alteration activities necessary to use the Leased Premises for Lessee’s intended purposes. Lessee expressly disclaims reliance upon any statement, oral or written, made

by any agent of the City concerning the condition, suitability, or business prospects of the Leased Premises.

ARTICLE 3: CONSTRUCTION UPON AND USE OF LEASED PREMISES

3.1 Mandatory Construction. Lessee agrees to diligently construct, in a good and workmanlike manner, improvements on the Leased Premises as required by the drawings, plans, and specifications attached as Exhibit B and any such additional items (collectively, the "Improvements") necessary to render the Leased Premises compliant with all public ordinances, statutes, regulations, building codes, and rules ("Public Laws"). Construction upon the Leased Premises for the Improvements shall be commenced within 120 days after the date of execution of this Lease by both parties and be completed within one year. If Lessee fails to commence or complete construction within the time frames set forth above, and no extension for completion has been approved by the City, this Lease shall immediately terminate.

3.2 Construction of Improvements. All improvements and alterations made by Lessee on the premises are subject to approval by the City, in writing, prior to construction to confirm that such construction complies with Exhibit B, the Airport Minimum Standards and Rules and Public Laws.

3.3 Alteration/Improvements to Premises. Lessee covenants and agrees that it will make no structural alterations, material changes, or additions in or on the Leased Premises without the prior written consent of City. Such alterations or changes as are approved by City shall be made at Lessee's expense. Except as herein provided, all permanent improvements and fixtures installed by Lessee shall become the property of the City.

3.4 Lessee shall use and occupy the Leased Premises for the following purposes and for no other purpose whatsoever unless approved in writing by City:

3.4.1 For the operation of the Hangars for storage of aircraft. No sublease shall be valid unless each such sublease is approved in writing by the City and conforms to all applicable laws and the Airport Rules and Minimum Standards then in effect (the "Rules" and "Minimum Standards"). Any such commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessee warrants that all aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36") as amended from time to time. The Leased Premises shall not be used for residential purposes. The Parties shall comply with all Grant Assurances (www.faa.gove/airports/aip/grant-assurances/) in favor of the State of Texas or the United States. All of Lessee's rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.4.2 The City makes no representations, guarantees, or warranties that the Leased Premises are suitable for construction of the Improvements and the uses contemplated by Lessee, which takes the Leased Premises "as is," and without express or implied warranty except as to the City's title. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. The failure of

Lessee to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement.

3.4.3 During the term of this Agreement, Lessee must regularly house at least one airworthy aircraft in the Hangar and each Hangar shall be used for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities" shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations.

3.4.4 City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

3.4.5 This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession, without charge, of the Airport or any portion thereof during periods of national emergency.

ARTICLE 4: RENT AND EASEMENTS

4.1 Lessee agrees to pay to the City during the Initial Term hereof an annual base rent of $317.26 per month, subject to adjustment pursuant to Section 4.2, below.

4.2 Commencing on January 1, 2022, and on January 1 thereafter during the remainder of the Lease, the annual rent shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month of December and the denominator of which shall be the C.P.I. published for the month of December one year prior. In no event shall the annual rent be reduced from that payable in a previous year.

4.2.1 The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large City, for the Dallas-Arlington-Ft. Worth Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100. In the event the Bureau of Labor Statistics ceases to use the C.P.I., or this index, an equivalent or comparable economic index will be used.

4.3 The annual rent payable hereunder may be paid in advance in annual installments, or shall be paid in equal monthly installments on the first day of each month in advance at such office as may be directed in writing by the City. Payments due to the City under this Agreement shall be paid without offset of any kind, and Lessee waives all common law and statutory rights of offset. In addition to any other remedies provided in this Agreement, if any rental, fee, charge, or other item of Additional Rent set forth in this Agreement is not paid to the City within 15 days

of the date due, Lessee agrees to pay a late charge of 10% for each such late payment, and default interest shall accrue on such payment from 30 days after the date the payment was due, at a rate of 12% per annum.

4.4 Lessee shall keep the Leased Premises and all structures constructed by Lessee as located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances unless expressly approved in writing by the City, and shall indemnify, hold harmless and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee. If any lien is filed, Lessee shall do all acts necessary to discharge such lien within ten days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessee shall fail to pay any lien claim when due or shall fail to deposit the security with the City, then the City shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the City, as additional rental when the next rental payment is due, all sums expended by the City in discharging any lien, including reasonable attorneys' fees and costs, and interest at 12% on the sums expended by the City from the date of expenditure to the date of payment by Lessee.

4.5 Lessee agrees to comply with the Airport Rules and Minimum Standards adopted by the City for the Airport, as they now exist or as they may hereafter be adopted or amended. Fees due under such Minimum Standards or pursuant to any license issued for commercial activities conducted in whole or part on the Leased Premises, may be collected by the City as additional rent under this Agreement, in addition to any other remedies available to the City.

4.6 Lessee shall pay a Security Deposit equal to two monthly installments of rent. No interest shall be paid on the Security Deposit. Lessor shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. Any interest from the Security Deposit shall be retained by Lessor. The Security Deposit is not an advance payment of rent or a measure of liquidated damages in case of default by Lessee. Upon the occurrence of any event of default, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused to Lessor by such event of default, or to satisfy Lessee's other obligations hereunder. Following any such application of the Security Deposit, Lessee shall pay to Lessor, on demand, the amount so applied in order to fully restore the Security Deposit. If Lessee is not then in default, and no condition exists, which, with the passage of time or both, would constitute a default when this Agreement expires or terminates, except as otherwise provided for in this Agreement, Lessor will return any unused portion of the Security Deposit to Lessee within thirty (30) days after the last to occur of (i) the Expiration Date, (ii) payment of all rent and any damages, (iii) Lessee's surrender of the Premises in accordance with this Agreement, and (iv) Lessor's receipt of Lessee's forwarding address. Lessee's actual or attempted assignment, transfer, or encumbrance of the Security Deposit will not bind Lessor.

4.7 Holdover rent shall be due at the market rates for similarly sized hangars fully owned by the City (i.e. hangars that have reverted to the City following ground lease terms).

ARTICLE 5: ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee acknowledges that it has inspected the Leased Premises, conducted such studies and tests thereof (including environmental tests) as it deems necessary, and accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the rules and regulations of the Airport, and by ordinances of the City, and admits its suitability and sufficiency. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee.

5.2 Lessee shall, throughout the term of this Agreement, assume the entire responsibility, cost, and expense for all repair and maintenance whatsoever on the Leased Premises and all Improvements thereon, and shall perform in a good workmanlike manner all necessary repairs, maintenance, whether ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all Improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any Hangar in a manner which unduly interferes with or obstructs access to other hangars or movement on adjacent taxiways.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Take measures to prevent erosion, including without limitation the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon. Lessee shall maintain and replant any landscaped areas.

5.2.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.2.5 If Lessee discovers any hazardous material on the Leased Premises, it will promptly notify the City in writing.

5.2.6 If extraordinary repairs or maintenance to the Improvements are required during the last five years of this Agreement, Lessee may elect not to repair and/or maintain the Improvements, by giving the City written notice of its election. In such case, City shall have the option of requiring Lessee to either (a) clear the site, remove all debris and paving, stub up all utilities, and restore the site to its original cleared condition prior to commencement of construction; or (b) transfer title to the Improvements to the City, as is. Upon Lessee's election

and compliance with this section, the City shall terminate this Agreement and relieve Lessee of all future rental obligations hereunder.

5.2.7 During years 5, 10, 15, 20, 25, and the last 24 months of the Term, the City shall have the right to conduct periodic detailed inspections of the Leased Premises not more often than twice per year. If any maintenance deficiencies are discovered, the City may require Lessee to correct such deficiencies, whether ordinary or capital in nature. Capital items having a useful estimated life beyond the date on which Lessee actually vacates the Leased Premises shall be reimbursed by the City to the Lessee on an equitably pro-rated basis.

5.3 Plans and specifications for each of the Improvements and all repairs (other than emergency repairs), construction, alterations, modifications, additions or replacements to the Improvements, including those made to any paving upon the Leased Premises, excluding non-structural repairs, construction, alterations, modifications, additions or replacements costing less than ten thousand dollars ($10,000.00), shall be submitted to the City for approval, which approval shall not be unreasonably denied, providing the plans and specifications comply with the provisions of this Agreement, the Airport's design standards, if any, as well as all applicable building, use and zoning regulations. Submittal of the above described Plans and Specifications shall also include a site plan, drainage plan, and building plan for the initial project development. The site plan shall show the location of all Improvements on the Leased Premises, including the Hangars, pavements, utilities and location of the Hangars on the site. Before commencement of any construction of the Improvements, Lessee shall have the Leased Premises staked by a certified surveying company to ensure all Improvements are placed accurately on the Leased Premises. Within ninety (90) days of the certificate of occupancy being received, Lessee shall submit to the City a full set of as-built record drawings of the Improvements, sealed by a licensed architect or engineer, which among other things, depicts exact locations of all Improvements, including utilities, made on and/or off of the Leased Premises. Failure to submit such sealed plans shall constitute grounds for denial of access to the Leased Premises.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or offend others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport, through the operation of machinery or equipment, any electrical, electronic or other disturbances that interfere with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee shall comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Airport's Minimum Standards, Airport security rules and regulations, and other Airport Rules and regulations, as they now exist or may hereafter be amended or promulgated.

6.4 Lessee shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall neither do nor permit anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.6 Lessee shall take measures to ensure security in compliance with Federal Aviation Administration Regulations and the Airport Security Plan, as they now exist or may hereafter be amended or promulgated.

6.7 Lessee shall neither do nor permit any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or other contiguous premises at the Airport.

6.8 Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant or kitchen unless all required development approvals and permits for that activity are first obtained from the City.

6.9 Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and the limitations of federal law. In addition, Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee shall take all possible care, exercise caution, and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. If the City determines that Lessee has not curbed the prop or jet blast interference or damage, Lessee covenants to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the City as to type, manner and method of construction.

6.10 Lessee shall not store nor permit the storage of disabled aircraft or any equipment or materials outside of the Hangars constructed on the Leased Premises, without the written approval of the City. No aircraft that is unairworthy may remain outside of a hangar for more than 20 days. Concerning any aircraft that has remained outside the hangars on the Leased Premises for more than 20 days, upon request Lessee shall provide written certification from an FAA

licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessee fails to comply with this requirement after a written request by Lessee to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessee's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests. The costs of such removal shall constitute additional rent.

6.11 On forms and at the frequency prescribed by the Airport Manager, and with respect to each aircraft stored on the Leased Premises, Lessee shall provide the City with the (a) make and model, (b) N-number, and (c) identity and address of the registered owner. This requirement shall apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

6.12 Permits and Licenses**.** Lessee shall obtain and maintain in current status all permits and licenses required under any law or regulation. If Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

6.13 Taxes and Liens. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport, and all other obligations for which a lien may be created thereto (including, but not limited to, utility charges and work for any improvements).

6.14 Damage to Property and Notice of Harm. In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

6.15 Security. Lessee shall comply with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

6.16 Removal of Disabled Aircraft. When consistent with Laws and Regulations, Lessee shall promptly remove or cause to be removed from any portion of the Airport not leased by Lessee the Aircraft or any other aircraft that Lessee owns or controls if it becomes unairworthy. Lessee may store such aircraft within Lessee's enclosed improvements.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. Lessee shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.2 The use of any roadways or taxiways shall be subject to the Rules and Minimum Standards of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure; provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that three days prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized subtenants, hereby releases and discharges the City, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized subtenants may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

ARTICLE 8: CASUALTY INSURANCE AND DAMAGE TO THE LEASED PREMISES

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the Improvements which are part of the Leased Premises, to the extent of one hundred percent (100%) of the actual replacement cost thereof. Such insurance shall be written by insurers acceptable to the City. The insurance shall provide for 30 days notice of cancellation or material change, by certified mail, return receipt requested, to the City, Attention: Airport Manager.

8.1.1 The above-stated property insurance shall be for the benefit and to safeguard the interests of the Lessee and City, which shall at all times be named a co-insured.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Leased Premises, Lessor shall adjust and settle such losses with the insurers. Lessee shall consult with the City and use its best efforts to obtain a settlement that covers the cost of repairing or rebuilding the Improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the City and marked "premium paid," evidencing existence of all insurance required to be maintained prior to occupancy of the Improvements. Upon the failure of Lessee to maintain such insurance as above provided, the City, at its option, may obtain such insurance (which may be single-

interest) and charge the cost to Lessee as Additional Rent, which shall be payable on demand, or may give notice of default hereunder pursuant to Article 17 hereof.

8.2 If the Improvements and any subsequent improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed to the extent that they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair and reconstruct the Improvements substantially as they were immediately prior to such casualty or in a new or modified design, subject to the provisions of Article 5 hereof and applicable building codes and Airport design standards, if any, existing at the time of repairing or rebuilding. If the aforesaid damage or destruction occurs in the last five years of the Initial term or any option term of this Agreement, Lessee may elect not to repair and reconstruct the Improvements, subject to the following terms and conditions:

8.2.1 Lessee shall give the City written notice of its election not to repair and reconstruct the Improvements within ninety (90) days of the date upon which the Improvements were damaged or destroyed. Is such case, and City shall have the option of either:

8.2.1.1 Requiring Lessee to clear the site, remove all debris and paving, stub up all utilities, and restore the site to its original cleared condition prior to commencement of construction; in which case Lessee shall retain all insurance proceeds above those necessary to fund such site restoration; or

8.2.1.2 Taking title to the damaged Improvements, as is, in which case Lessee shall assign to and the City shall retain all insurance coverage and proceeds.

8.2.3 Upon Lessee's notice under Section 8.2.1 hereof and Lessee's compliance with the provisions of Sections 8.2.1.1 or 8.2.1.2 hereof, the City shall terminate this Agreement and relieve Lessee of all future rental obligations hereunder.

8.3 Lessee shall not violate, or permit to be violated, any of the conditions of any of the said policies; and shall perform and satisfy, or cause to be satisfied, the requirements of the companies writing such policies.

ARTICLE 9: LIABILITIES AND INDEMNITIES

9.1 **The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its agents, servants, employees or authorized tenants, or their guests or invitees. Lessee shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts, or omissions performed on the Leased Premises, or the Airport, solely by the City, their agents, servants, employees or authorized tenants, or their guests or invitees. Lessee**

expressly releases City from liability for its own negligence, but not from liability for intentional misconduct.

9.2 **Lessee agrees to indemnify, save and hold harmless, the City, their officers, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including City personnel, and damage to, destruction or loss of use of any property, including City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or authorized tenants. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim on behalf of Lessee and the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal**.

9.3 Lessee shall procure and keep in force during the term of this Agreement policies of Comprehensive General Liability insurance insuring Lessee and the City, as co-insureds, against any liability for personal injury, bodily injury, death, or property damage arising out of the subject of this Agreement with a combined single limit of at least two million dollars. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the City. The policies shall be for the mutual and joint benefit and protection of Lessee and the City, and such policies shall contain a provision that the City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Lessee (i.e. a fellow-insured write-back endorsement). Lessee shall provide certificates of insurance, in a form acceptable to the City and marked "premium paid" evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. Lessee agrees to save and hold the City, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: RULES AND REGULATIONS

Lessee acknowledges that the City has adopted rules and regulations (the “Rules”) with respect to the occupancy and use of the Airport, and such Rules may be amended, supplemented

or re-enacted from time to time by the City provided that such Rules apply generally to all similar occupants and users on the Airport. Lessee agrees to observe and obey any and all such Rules and all other federal, state and municipal rules, regulations and laws and to require its officers, agents, employees, subtenants, contractors, and suppliers, to observe and obey the same. In the event of a conflict between the provisions of Airport Rules and this Agreement, the more stringent provisions shall control. This provision will include compliance with any Airport Noise Abatement Plan that may hereafter be adopted. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws

ARTICLE 11: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations. The subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to the Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 12: ASSIGNMENT AND SUBLEASE

The prior written consent of the City shall be required for any sale, transfer, assignment or sublease of this Agreement, and of the leasehold estate hereby created, or any portion thereof. The cumulative transfer of more than 20% of the equity interests of Lessee from Kaveh Khorzad to any other person or entity shall be deemed an assignment of the Agreement.

ARTICLE 13: CONDEMNATION

13.1 If all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rentals payable hereunder with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the City and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, Improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3 hereof, then this Agreement shall terminate at Lessee’s election, and Lessee's obligation to pay rent and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking or sale.

13.2 The City expressly reserves the right to grant or take easements on rights-of-way across the Leased Premises if it is determined to be in the best interest of the City to do so. If the City grant or take an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled only to compensation for damages to all Improvements owned by Lessee destroyed or physically damaged thereby, but not to damages for loss of use of the Leased Premises itself.

Damages to improvements shall be determined by the reduction in fair market value of the Improvements caused by said damage or cost of repair, whichever is less.

13.3 Lessee understands and agrees that the City have the right to take all or any portion of the Leased Premises, and any additions, alterations or improvements thereon, should the City, in their sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes, without initiating condemnation proceedings. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement to the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, the City shall replace, at their own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee would be placed, to the extent possible, in the same position it would have been, had the City not substituted new premises for the Leased Premises; provided however, that the City shall not be obligated to reimburse Lessee for lost revenues or other costs due to such substitution. In the event that such substitution of area is demanded by the City, Lessee shall have the right and option to terminate this Agreement, prior to the City commencing the substitution, upon thirty (30) days prior written notice to City, in which event the City shall pay Lessee the fair market value of all Improvements constructed on the Leased Premises pursuant to approval of the City. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 14: NON-DISCRIMINATION

14.1 Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

14.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

14.2.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

14.2.2 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, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

14.2.3 That Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

14.3 In this connection, the City reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the 60 days written notice to Lessee of any alleged violation. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

14.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

ARTICLE 15: GOVERNMENTAL REQUIREMENTS

15.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

15.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder and shall make all applications, reports and returns required in connection therewith.

15.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the Improvements thereon.

15.4 If the City is ever required to pay any of the foregoing, or is not paid any of the foregoing, then the City may collect such sums as additional rent.

ARTICLE 16: RIGHTS OF ENTRY RESERVED

16.1 The City, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Leased Premises and enter the Improvements for all purposes not inconsistent with this Agreement, including without limitation inspection and environmental testing, provided such action by the City does not unreasonably interfere with Lessee's use, occupancy or security requirements. Except when necessary for reasons of public safety or law enforcement, or for the protection of property, the City shall provide 72 hours written notice of its intent to inspect.

16.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations as may be necessary or advisable, in the reasonable opinion of the City, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the City shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee, all such utilities to be placed within existing easements, except as provided in Article 14. Reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if they repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the City will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. City will repair, replace and maintain all other utility lines, at City' expense.

16.3 If any personal property of Lessee shall obstruct access of the City across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 17.2, Lessee shall move such property, as directed by the City or said utility company, upon reasonable notice by the City, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and Lessee waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

ARTICLE 17: TERMINATION

17.1 Upon default by Lessee in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessee of such default. If such default

has not been cured by the 30th day following notice of default, then the Leasehold interest granted herein terminates automatically unless the City sends written notice waiving such termination.

17.2 This Agreement shall terminate, at the option of the City with prompt written notice to Lessee and holder of a Leasehold Mortgage, upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction. The term "trustee" shall not include a trustee appointed under Title 11 of the United States Code.

17.3 Upon termination of this Agreement for any reason, all rights of Lessee, authorized tenants, and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon termination of this Agreement for any reason, the Leased Premises and all Improvements located thereon, and all equipment, fixtures and other personal property therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessee, its subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such Improvements.

17.4 Failure by the City or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions in this Agreement. Acceptance of rentals by the City from Lessee, or performance by the City under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein shall not be deemed a waiver or create an estoppel of any right of the City to terminate this Agreement for any subsequent failure by Lessee to so perform this Agreement.

17.5 If Lessee ceases to conduct its authorized Aeronautical Activities on the Leased Premises for a period of 12 consecutive months, the City may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes such activities within 60 days following receipt of written notice from the City of such intent to terminate this Agreement. An unauthorized sublease or assignment of Lessee's rights herein shall constitute a cessation of aeronautical activities.

ARTICLE 18: SURRENDER AND RIGHT OF RE-ENTRY

18.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 30 below. Upon such expiration, cancellation or termination, the City may re-enter and repossess the Leased Premises together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election.

18.2 If Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-sufferance,

subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The City's acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

ARTICLE 19: SERVICES TO LESSEE

19.1 Except in cases of emergency, in which case no notice shall be required, City will endeavor to give not less than 14 days prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Notwithstanding the above, the City shall not be deemed to be in breach of any provision of this Article 19 in the event of a permanent closure of the Airport. Provided, however, that if such permanent closure is in connection with the construction of a new airport by the City, Lessee shall have the option to enter into a substitute hangar ground lease agreement with the City, for the use of a portion of such new airport not smaller than the Leased Premises, under financial terms which are no less favorable than those set forth herein.

ARTICLE 20: SURVIVAL OF THE OBLIGATIONS OF LESSEE

20.1 If this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 17, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

20.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

20.2.2 An amount equal to all expenses incurred by the City and not reimbursed in connection with regaining possession, restoring the Leased Premises required by paragraph 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorneys' fees) and putting the Leased Premises in order.

20.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, and

the market value of the occupancy of such portion of the Leased Premises as the City may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder.

ARTICLE 21: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The City shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 22: NOTICES

22.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be written and sent by certified mail, return receipt requested, reputable overnight courier, or facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile, notice shall be deemed effective when received. Notice to the City is not effective unless sent concurrently to BOTH the City Attorney and the Airport Manager.

22.2 The notice addresses of the parties are as follows:

To the City:	Airport Manager Georgetown Municipal Airport 500 Terminal Drive Georgetown, Texas 78626 Telephone: 512-930-8464
With a copy to:	City Attorney City of Georgetown, Texas 510 W. 9th Street Georgetown, Texas 78728 Telephone: 512-930-8165
To Lessee:	Kaveh Khorzad Texas Khorzad, LLC 11904 Bristlewood Cv Austin, Texas 78732 Telephone: 512-773-3226 *k.khorzad@wetrockgs.com*
With a copy to:	_____ _____ _____ _____

ARTICLE 23: INVALID PROVISIONS

The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 24: MISCELLANEOUS PROVISIONS

24.1 Remedies Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the City' remedies in the event of default shall not exceed those set forth in this Agreement.

24.2 Individuals Not Liable. No director, officer, agent or employee of the City or Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this

Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof.

24.3 Estoppel Certificate. At the request of Lessee in connection with an approved assignment of its interest in this Agreement, the City shall execute and deliver a written statement identifying itself as the Lessor under this Agreement and certifying such facts as may actually be true.

24.4 Recording of Lease. This Agreement may be recorded by the City, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent.

24.5 General Provisions.

24.5.1 This Agreement shall be performable and enforceable in Williamson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for all disputes between the parties shall lie in the state courts located within Williamson County, Texas. The parties waive right to trial by jury. The prevailing party in any dispute arising under this Agreement shall recover its costs, all expenses, and attorney fees.

24.5.2 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

24.5.3 All oral and written communications between agents of the parties preceding this Agreement, are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications.

24.5.4 This Agreement constitutes the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the City and Lessee. The parties agree that no representations or warranties shall be binding upon the City or Lessee unless expressed in a signed writing.

ARTICLE 25: SUBORDINATION CLAUSES

25.1 This Agreement is subject and subordinate to the following:

25.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Leased Premises or any of Lessee's rights under this Agreement and unless said activities by the City shall result in the loss of convenient access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, subtenants, renters, agents, employees or invitees.

25.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

25.1.3 This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, services, or property for the benefit of the Airport.

25.1.4 During national emergency, the City shall have the right to lease all or any part of the landing area or of the airport to the United States or Texas National Guard for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises.

25.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and City' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 26: REQUIREMENTS FOR CONDOMINIUMIZATION

This Agreement does not authorize Lessee to create either a common interest community or hangar condominiums on the Leased Premises. If Lessee desires to create a common interest community or hangar condominiums on the Leased Premises, a written amendment to this Agreement shall be required, containing such additional terms as the City may reasonably require, including but not necessarily limited to terms necessary for compliance with the Texas law.

ARTICLE 27: RETURN CONDITION OF THE LEASED PREMISES

Eighteen months before expiration of any lease term, Lessor shall inspect the condition of the premises following 10 days written notice to Lessee. The Lessor shall prepare a Property Condition Report using ASTM E2018 guidelines. Within ten days following receipt of such notice of inspection, Lessee may give written notice that it desires a mutually agreeable and qualified third-party inspector to conduct such inspection at the joint expense of the parties. Following delivery of such report, the Lessee shall within 120 days remedy any defects identified in the report, excluding reasonable wear and tear taking into account the age of the facilities.

ARTICLE 28: HAZARDOUS MATERIALS

28.1 Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessee is responsible for any such violation as provided in this Agreement, and shall fully indemnify and hold harmless the City from all fees, fines, costs and damages related in any manner to any release of Hazardous Material or legal violation.

28.2 Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee violates any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

28.3 To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

28.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. The obligations of this Article 28 shall survive any termination of this Agreement.

ARTICLE 29: STORMWATER COMPLIANCE

29.1 Notwithstanding any other provisions or terms of this Agreement, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport, as defined in these regulations, and state law concerning the prohibition against water pollution, as provided for in Tex. Water Code Ann. § 26.121, (Vernon 1988 & Supp. 1996). Lessee further acknowledges that it is familiar with these storm water regulations, that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

29.2 Notwithstanding any other provisions or terms of this Agreement, Airport acknowledges that it has obtained an NPDES Multi-Sector General Permit for storm water discharges as required by the applicable regulations for the Airport, including the Property occupied or operated by the Lessee. Lessee acknowledges that the storm water discharge permit issued to the Airport may designate Lessee as a co-permittee under said permit.

29.3 Notwithstanding any other provisions or terms of this Agreement, including the Lessee's right to quiet enjoyment, Airport and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may be required to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices." Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.

29.4 Airport will provide Lessee with written notice of the requirements contained in the Airport's storm water discharge permit which Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within 7 days of receipt of such written notice, shall notify Airport in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed bound to undertake steps necessary to comply with such requirements.

29.5 Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between Airport and Lessee, those storm water discharge permit requirements for which it has received written notice from the Airport. Lessee warrants that it shall meet any and all

deadlines that may be imposed on or agreed to by Airport and Lessee. Lessee acknowledges that time is of the essence.

29.6 Airport agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.

29.7 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Airport as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.

29.8 Airport will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this section. Such a breach is material, and, if of a continuing nature, Airport may terminate this Agreement pursuant to the terms of the Agreement, if the breach is not promptly cured by Lessee. Lessee agrees to cure any such breach within 30 days following receipt of written notice by Airport of such breach.

29.9 Lessee agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.

29.10 Notwithstanding any other provisions of this Agreement, Lessee agrees to indemnify and hold harmless Airport and other Lessees for any and all claims, demands, costs (including attorney fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Article, the applicable storm water regulations, and storm water discharge permit, unless the result of Airport's sole negligence. This indemnification shall survive any termination or non-renewal of the Agreement.

29.11 Definitions.

29.11.1 Storm Water. Storm water runoff, snow melt runoff, and surface runoff and drainage.

29.11.2 Storm Water Discharge Associated with Industrial Activity. As defined by EPA, storm water discharge associated with industrial activity means the discharge associated with any conveyance which is used for collecting and conveying storm water, and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program under 40 C.F.R. Part 122. For the categories of industries identified in subparagraphs (I) through (x) of the subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 C.F.R. 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment storage, or disposal; shipping and receiving area; manufacturing buildings; storage areas (including tank

farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in subparagraph (xi), the term includes only storm water discharges from all areas (except access roads and rail lines) that are listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purpose of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described area. Industrial facilities (including industrial facilities that are Federal, State, or municipally owned or operated which meet the description of the facilities listed in this paragraph (i) - (ix) include those facilities designated under the provisions of 122.26(a)(1)(v).

29.11.3 Significant Materials. Include, but are not limited to, raw materials; fuels; materials such as solvents detergents and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with storm water discharges. [See 40 C.F.R. 122.26(b)(12).]

29.11.4 Best Management Practices (BMP). Term describes practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

CITY OF GEORGETOWN, TEXAS

_____
Dale Ross, Mayor
Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary
Date: _____

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney
Date: _____

Texas Khorzad, LLC

By: _____
Kaveh Khorzad
Managing Member

Date: _____

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Consideration and possible recommendation to **reject all proposals** for **RFP 201931** for **Airport Fuels Rates Analysis** -- Joseph A. Carney, C.M. Airport Manager and Ray Miller, Director of Public Works

ITEM SUMMARY:
A formal request for proposal was issued for Airport Fuels Rates Analysis on May 30, 2019. One proposal was received. Staff reviewed the proposal for compiance with the specifications.
Staff is recommending that the proposal be rejected and not award the contract for this proposal. Staff has developed tools in-house to accomplish this task.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

	Description	Type
🗋	Fuels Rates Bid Tabulation	Backup Material

Bid Tabulation
RFP 201931: Airport Fuels Rates Analysis
Opening Date: 30-Aug-19

		GarverUSA
CompariativeFuels Rates Market Analysis at Georgetown Municipal Airport		
Task 1	Initial Site Visit and Selection of eight Benchmark Airports in the Greater Austin Area	$ 2,841.25
Task 2	Collection and Assembly of Bendhmarking Information	$ 6,427.00
Task 3	Second Site Visti to Present Preliminary Results	$ 2,906.00
Task 4	Revisions to Preliminary Results Document	$ 2,397.50
Task 5	Final Site Visit to Present Final Report	$ 3,106.00
	Labor Total	$ 17,677.75
	Travel Costs	$ 1,250.00
	Total	$ 18,927.75

City of Georgetown, Texas
Transportation Advisory Board
March 13, 2020

SUBJECT:
Consideration and possible recommendation to **reject all bids for RFP # 201932** for **Market Analysis and Related Services** - Joseph A. Carney, C.M. Airport Manager, and Ray Miller, Director Public Works

ITEM SUMMARY:
A formal Request for Proposal was issued for Airport Market Analysis and Related Serviceson May 30, 2019. One proposal was received. City Staff reviewed the proposal for compliance with specifications. It was determined that staff would look at alternative methods for procuring the information.
Staff is recommending that the proposal be rejected and not award a contract for this service.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Joseph A. Carney C.M., Airport Manager

ATTACHMENTS:

	Description	Type
🗋	Airport Market Analysis Bid Tabulation	Backup Material

Bid Tabulation
RFP 201932: Airport Market Analysis and Related Services
Opening Date: 30-Aug-19

		GarverUSA
Compariative Market Analysis of the Current aeronautical ground and facility lease rates against other airports in the Greater Austin Area		
Task 1	Inventory of Existing Conditions	$ 2,565.00
Task 2	Initial Site Visit	$ 4,637.00
Task 3	Aeronautical and Non-Aeronautical Lease Rate Analysis	$ 4,715.00
Task 4	Second Site Visit to Present Preliminary Findings	$ 4,982.00
Task 5	Requested Revisions to Draft Report	$ 4,375.00
Task 6	Final Site Visit to Present Final Report	$ 5,285.00
	Labor Total	$ 26,559.00
	Travel Costs	$ 1,250.00
	Total	$ 27,809.00