

**Notice of Meeting for the  
Georgetown Transportation Advisory Board  
of the City of Georgetown  
June 11, 2021 at 10:00 AM  
at Georgetown Public Library - Friends Room**

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.

**The Georgetown Transportation Advisory Board is now meeting in person. A quorum of the Georgetown Transportation Advisory Board will be in attendance at the Georgetown Public Library 402 W 8th St, Georgetown, TX 78626 in the Friends Room. It is possible that one or more board members may attend via video Conference using the Zoom client.**

**To allow for as much citizen participation as possible, citizen comments are accepted either in person or via the Zoom client.**

**Face masks are encouraged. Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.**

**If you have questions or need assistance, please contact Cindy Medrano at [cindy.medrano@georgetown.org](mailto:cindy.medrano@georgetown.org) or at (512)930-8486.**

**To participate virtually, please copy and paste the following weblink into your browser:**

**Join Zoom Meeting:**

**<https://georgetowntx.zoom.us/j/6852390326>**

**Meeting ID: 685 239 0326**

**One tap mobile**

**+13462487799,,6852390326# US (Houston)**

**+12532158782,,6852390326# US (Tacoma)**

**Citizen comments are accepted in the following formats:**

- **Submit written comments to [cindy.medrano@georgetown.org](mailto:cindy.medrano@georgetown.org) by 12:00 p.m. the day before the meeting and the Recording Secretary will forward your comments to the board before the meeting.**
- **Log onto the meeting at the link above and “raise your hand” during the item, or attend the meeting and sign-up to speak in-person for an item posted on the agenda.**

**To join a Zoom meeting, click on the link provided and join as an attendee. You will be asked to enter your name and email address (this is so we can identify you when you are called upon). To speak on an item, click on the “Raise your Hand” option at the bottom of the Zoom meeting webpage once that item has opened. When you are called upon by the Recording Secretary, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly, and when your time is over, your device will be muted again.**

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## **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 - Board Chair
- B Introduction of Visitors - Board Chair
- C Staff Update - Wayne Reed, Assistant City Manager
- D June 2021 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director / Chris Pousson, CIP Manager.
- E June 2021 Airport Monthly Report - Joseph A. Carney, C.M., Airport Manager
- F June 2021 Financial Overview of Airport Fund - Leigh Wallace, Finance Director

## **Legislative Regular Agenda**

- G Consideration and possible recommendation to approve a Land Lease with Dale & Thomas Raveney for the hangar located at 201-C Hangar Drive on the Georgetown Municipal Airport with an annual lease rate \$845.04 -- Joseph A. Carney, C.M. Airport Manager and Wayne Reed, Assistant City Manager

## **Adjournment**

Adjournment - Board Chair

## **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 \_\_\_\_\_, 2021, at

\_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Robyn Densmore, City Secretary

City of Georgetown, Texas  
Transportation Advisory Board  
June 11, 2021

**SUBJECT:**

Staff Update - Wayne Reed, Assistant City Manager

**ITEM SUMMARY:**

Staff Update - Wayne Reed, Assistant City Manager

**FINANCIAL IMPACT:**

.

**SUBMITTED BY:**

Cindy Medrano, Board Liaison



City of Georgetown, Texas  
Transportation Advisory Board  
June 11, 2021

**SUBJECT:**

June 2021 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director / Chris Pousson, CIP Manager.

**ITEM SUMMARY:**

**FM 971 - Realignment at Austin Avenue:**

TxDOT review from district office met 100% plans Klotz submitted. Environmental complete and submitted. Utility relocates completed.

TxDOT bid June of 2021

Final parcel preparing for closing.

**Northwest Blvd:**

- Utility work complete
- Base course complete East/Paving complete west side final course remains to bridge.
- East and West approach MSE complete, North ROW MSE complete
- Bridge complete
- Estimated completion pushed to July 21 with addition of temporary traffic signal.

**DB Woods**

Project design to utilize existing ROW, Design is underway with typical sections currently under review along with bridge options.

Public meeting scheduled for 6-17 6:00 PM at the police Headquarters building on DB Wood Rd.

**Southwestern Blvd:**

- Preliminary alignment revised.
- Performing Hydrologic and Hydraulic calculations.
- ROW needs forwarded to Travis.

**SE Inner Loop:**

Subgrade complete current section and drainage work underway, base course install current section underway first course complete working on remaining 2 courses. Culvert extension North side complete.

Initial paving complete and traffic relocated to begin reconstruction of North lanes

60% sidewalk installed. Relocate above ground utilities complete.

**2020 Curb and Gutter**

Contractor has placed notifications on residents' doors. Contractor has begun saw-cutting curbs throughout the project location.

**Rock Sidewalk / FY20 Downtown ADA sidewalk Improvements**

Contractor has work on Rock street at 8<sup>th</sup> street. Installing sidewalk, driveway approach and drainage flumes.

### **2021 Signal Improvements**

Rock Ride and SE Innerloop contract awarded. Traffic Signal poles and mast arms are on order. Shell Rd @ Verde Vista and Williams @ Estrella Crossing plans are 95% completed and being reviewed. Bidding schedule for these locations being developed.

### **2021 Intersection Pedestrian Safety Enhancements**

Design and survey underway for rectangular rapid flash beacons (RRFB) at the following locations. Cool Springs Way @ Cowan Creek Amenity Center, 5<sup>th</sup> Street @ Austin Ave., 8<sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot. Plans are 95% completed and being reviewed. Bidding schedule being developed.

### **SH 29 Access Improvements – traffic signal**

Installation of light is complete. Signal flash running from 5-27 through 6-3 signal should be operational after 6-3. Electric service to be reinstalled underground.

### **2021 High Performance Pavement Seal Project #1**

Bid opening held. Cholla Pavement Maintenance is apparent qualified low bidder. GTAB Board and Council approved award in May 2021. Contracts being routed for signatures. Schedules being developed.

### **2021 High Performance Pavement Seal Project #2**

Bid Opening held. Andale Construction contract was approved by GTAB Board and City Council in May 2021. Areas included in the project are Berry Creek, Quail Valley, Pleasant Valley and Gatlin Creek neighborhoods. Contracts being routed for signatures and schedules are being developed.

### **2021 HPR project**

Project bid 4-22 with Cutler repaving, Inc as low bid for \$1,662,185.20 for a total cost per sq. yd. of \$14.45 as compared to the 2020 bid for \$13.88 per sq. yd. Cutler to mobilize in end of June first of July.

### **FINANCIAL IMPACT:**

N/A

### **SUBMITTED BY:**

Chris Pousson

### **ATTACHMENTS:**

Description	Type
 June 2021 GTAB Updates	Presentation

## **June 2021 GTAB Updates Cover Sheet**

### **FM 971 - Realignment at Austin Avenue:**

TxDOT review from district office met 100% plans Klotz submitted. Environmental complete and submitted. Utility relocates completed.

TxDOT bid June of 2021

Final parcel preparing for closing.

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- Utility work complete
- Base course complete East/Paving complete west side final course remains to bridge.
- East and West approach MSE complete, North ROW MSE complete
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Public meeting scheduled for 6-17 6:00 PM at the police Headquarters building on DB Wood Rd.

### **Southwestern Blvd:**

- Preliminary alignment revised.
- Performing Hydrologic and Hydraulic calculations.
- ROW needs forwarded to Travis.

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Subgrade complete current section and drainage work underway, base course install current section underway first course complete working on remaining 2 courses. Culvert extension North side complete. Initial paving complete and traffic relocated to begin reconstruction of North lanes

60% sidewalk installed. Relocate above ground utilities complete.

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Contractor has placed notifications on residents' doors. Contractor has begun saw-cutting curbs through-out the project location.

## **Rock Sidewalk / FY20 Downtown ADA sidewalk Improvements**

Contractor has work on Rock street at 8<sup>th</sup> street. Installing sidewalk, driveway approach and drainage flumes.

## **2021 Signal Improvements**

Rock Ride and SE Innerloop contract awarded. Traffic Signal poles and mast arms are on order.

Shell Rd @ Verde Vista and Williams @ Estrella Crossing plans are 95% completed and being reviewed. Bidding schedule for these locations being developed.

## **2021 Intersection Pedestrian Safety Enhancements**

Design and survey underway for rectangular rapid flash beacons (RRFB) at the following locations. Cool Springs Way @ Cowan Creek Amenity Center, 5<sup>th</sup> Street @ Austin Ave., 8<sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot. Plans are 95% completed and being reviewed. Bidding schedule being developed.

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Bid Opening held. Andale Construction contract was approved by GTAB Board and City Council in May 2021. Areas included in the project are Berry Creek, Quail Valley, Pleasant Valley and Gatlin Creek neighborhoods. Contracts being routed for signatures and schedules are being developed.

## **2021 HIPR project**

Project bid 4-22 with Cutler repaving, Inc as low bid for \$1,662,185.20 for a total cost per sq. yd. of \$14.45 as compared to the 2020 bid for \$13.88 per sq. yd. Cutler to mobilize in end of June first of July.

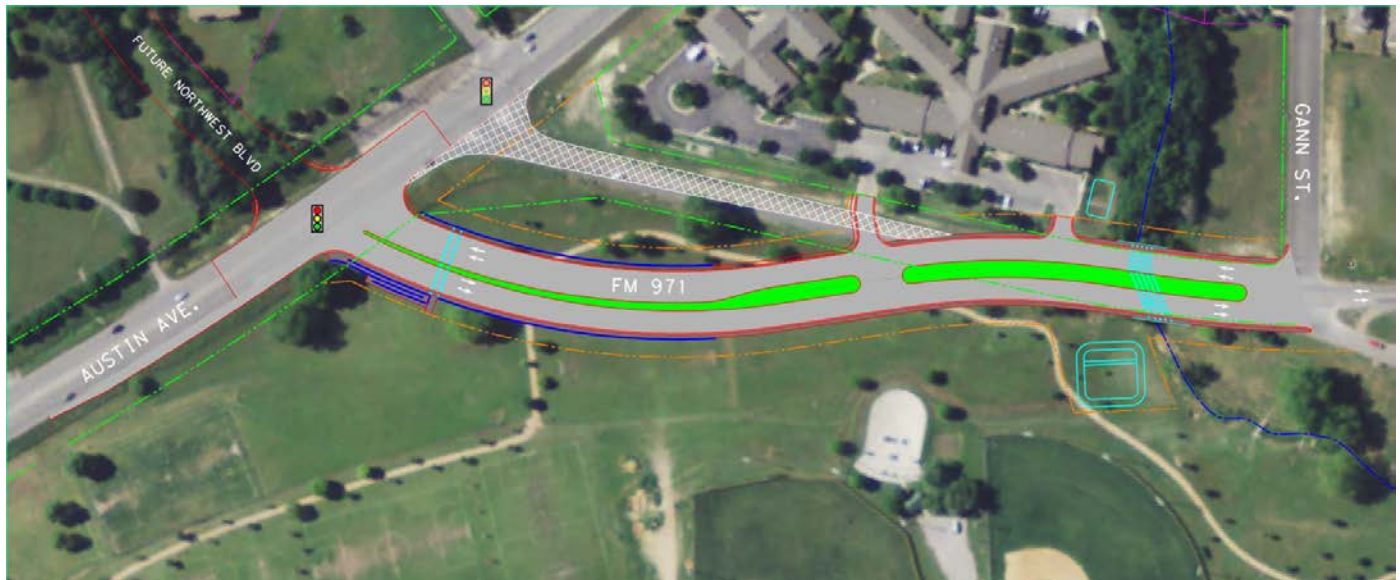
**FM 971 at Austin Avenue**  
**Realignment Intersection Improvements**  
**Project No. 1BZ TIP No. AG**  
**June 2021**

**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

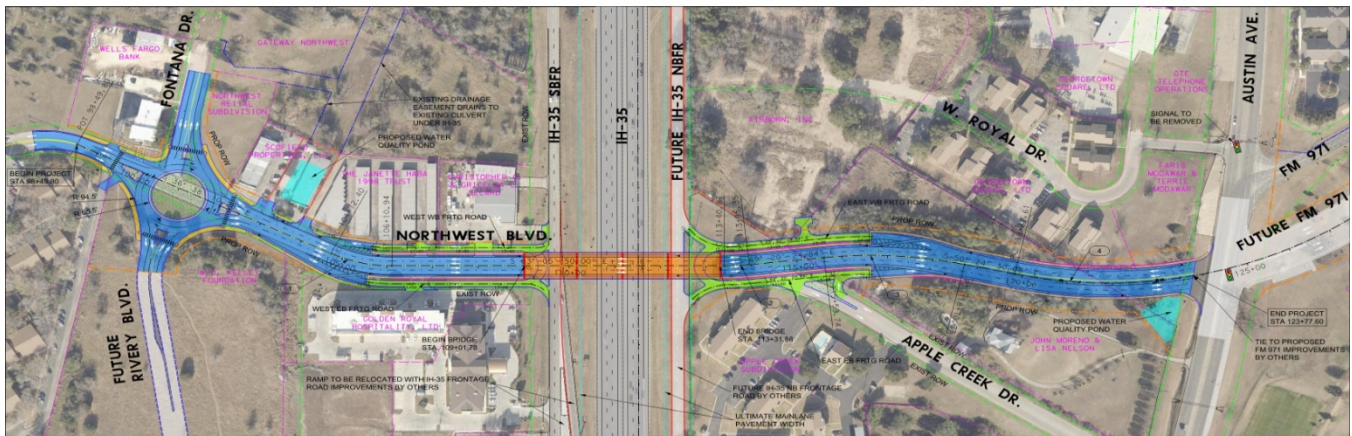
**Engineer** Klotz Associates, Inc.



Element	Status / Issues
Design	TxDOT review from district office met 100% plans Klotz submitted. Environmental complete and submitted. Utility relocates completed. TxDOT bid June of 2021
Environmental/ Archeological	Complete
Rights of Way	Final parcel preparing for closing
Utility Relocations	TBD
Construction	Utility relocation in the park complete
Other Issues	AFA with TxDOT complete.

**Northwest Boulevard  
(Fontana Drive to Austin Avenue)  
Project No. 5QX TIP No. AF  
June 2021**

<b>Project Description</b>	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
<b>Purpose</b>	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.
<b>Project Manager</b>	Joel Weaver and Wesley Wright, P.E.
<b>Engineer</b>	Klotz Associates



Element	Status / Issues
<b>Design</b>	Design Complete
<b>Environmental/ Archeological</b>	Complete
<b>Rights of Way</b>	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	<ul style="list-style-type: none"> <li>• Utility work complete</li> <li>• Base course complete East/Paving complete west side final course remains to bridge.</li> <li>• East and West approach MSE complete, North ROW MSE complete</li> <li>• Bridge complete</li> <li>• Estimated completion pushed to July 21 with addition of temporary traffic signal.</li> </ul>
<b>Other Issues</b>	



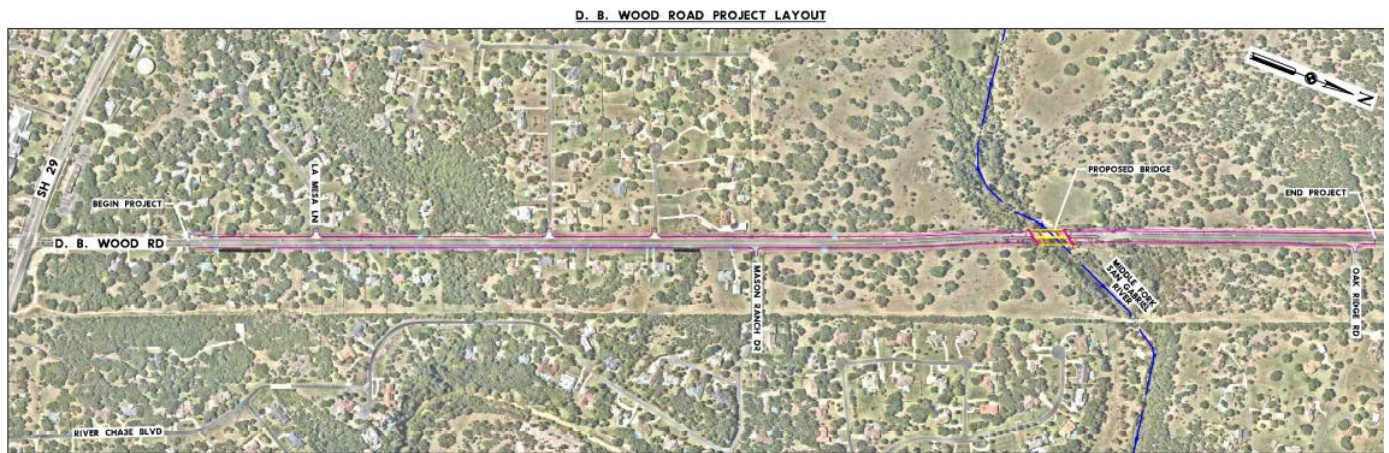
**D B Wood Widening**  
**Project No. PRJ000188    TIP No.**  
**June 2021**

**Project Description**                      D.B . Wood (SH 29 to Oak Ridge) ,Roadway improvements on DB Wood from SH29 to Oak Ridge Drive. Expanding Roadway from 2 lanes to 5 lanes (4 travel lanes w/turn lanes).

**Purpose**    To manage current and future traffic flow

**Project Manager**                              Joel Weaver

**Engineer**    Kimely-Horn and Associates. Inc.



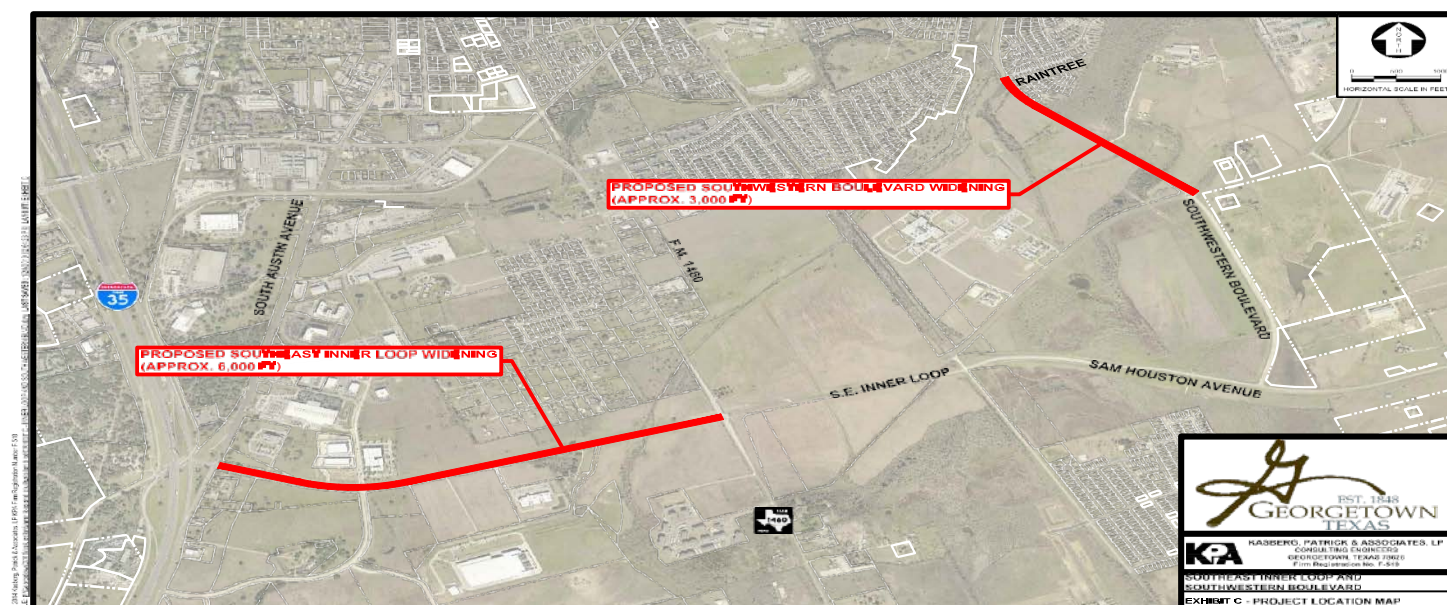
Element	Status / Issues
Design	Design is underway with typical sections currently under review along with bridge options. Public meeting scheduled for 6-17 at 6:00 PM at the police Headquarters building on DB Wood Rd
Surveying	Survey is underway
Environmental/ Archeological	Underway
Rights of Way	Project design to utilize existing ROW
Utility Relocations	TBD
Construction	N/A
Other Issues	None

**Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway &  
Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway  
June 2021**

<b>Project Description</b>	<p>FM 1460 to Austin Avenue Roadway Widening Project &amp; 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 &amp; Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.</p>
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**Project Managers** Joel Weaver and Wesley Wright, P.E.

Engineer KPA & Associates



Element	Status / Issues
Design	Southwestern: <ul style="list-style-type: none"> <li>Preliminary alignment revised</li> <li>Performing Hydrologic and Hydraulic calculations</li> <li>ROW needs forwarded to Travis</li> </ul>
Environmental/ Archeological	Efforts to begin April 2019 and any issues are expected to be identified in the coming month.
Rights of Way	<div>ROW needs on Southwestern to be determined</div> <div> <div>Total Parcels: 0</div> <div>Possession: 0</div> <div>Pending: 0</div> </div>
Utility Relocations	To be determined
Construction	SE Inner Loop: Subgrade complete current section and drainage work underway, base course install current section underway first course complete working on remaining 2 courses. Culvert extension North side complete. Initial paving complete and traffic relocated to begin reconstruction of North lanes 60% sidewalk installed. Relocate above ground utilities complete.



<b>Other Issues</b>	None.
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**2020 Curb and Gutter**  
**Project No. PRJ000024 TIP No. None**  
**Updated - June 2021**

<b>Project Description</b>	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on Meadowbrook Drive, Oakland Drive and Ridge Oak Drive.
<b>Purpose</b>	This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.
<b>Project Managers</b>	Chris Pousson / Chris Logan
<b>Engineer</b>	KPA
<b>Contractor</b>	Yoko Excavating

Element	Status / Issues
<b>Design</b>	Design is complete.
<b>Environmental/ Archeological</b>	N/A
<b>Rights of Way</b>	N/A
<b>Utility Relocations</b>	None
<b>Bid Phase</b>	Project is advertised. Bid Opening held on December 15 <sup>th</sup> , 2020. Yoko Excavating LLC low qualified bidder. GTAB approved award on February 12 <sup>th</sup> , Council approved award on February 23 <sup>rd</sup> .
<b>Construction</b>	Notifications to residents have gone out. Contractor has started saw-cutting curbs through-out the project.
<b>Other Issues</b>	

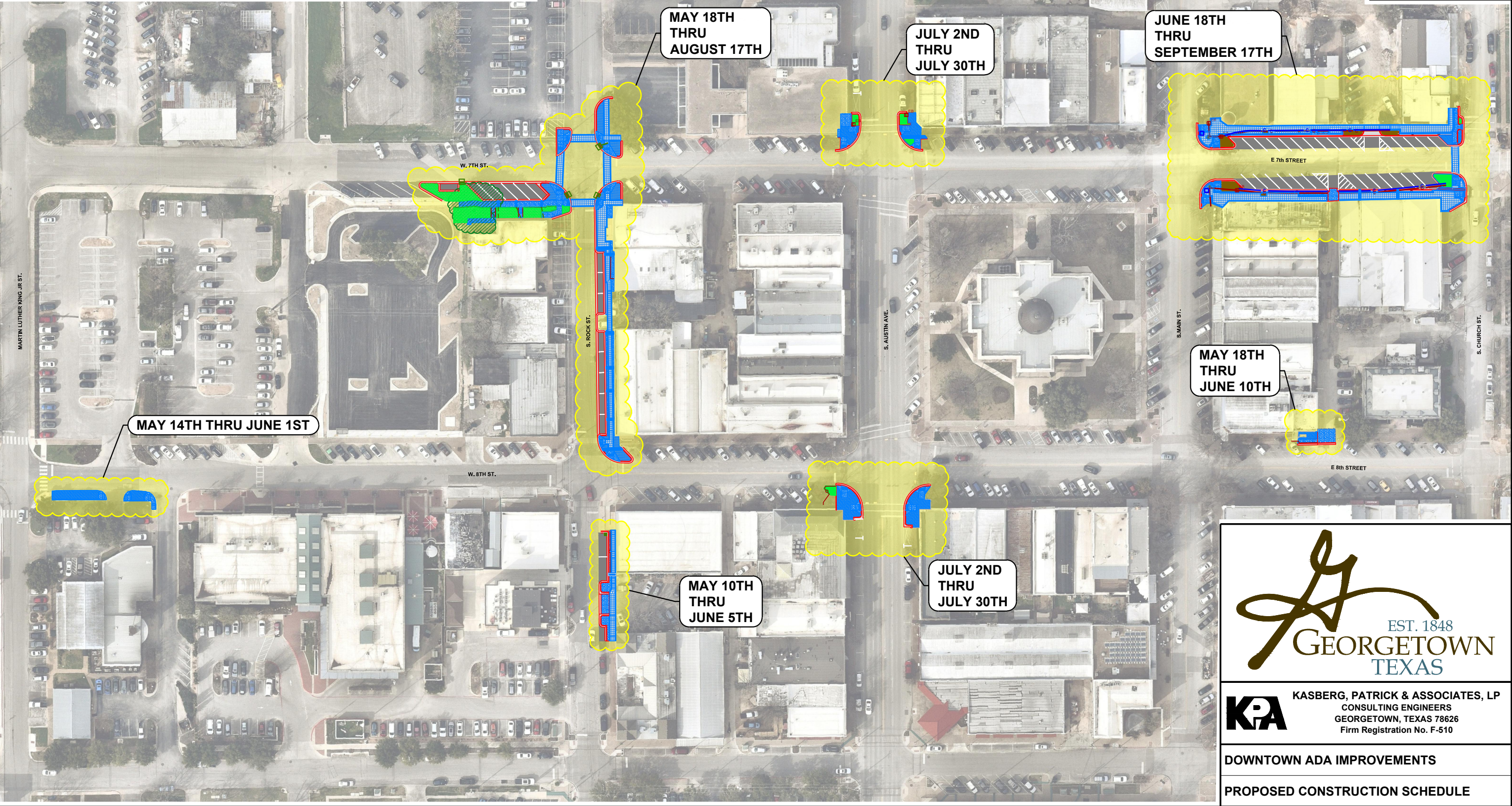
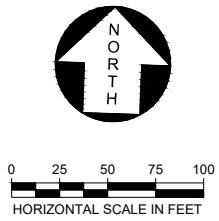
**Citywide Sidewalk Improvements Project**  
**Rock Sidewalk / FY 20 Downtown ADA Improvements**  
**Project No. PRJ000138   TIP No. None**  
**Updated - June 2021**

<b>Project Description</b>	The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets on Rock Street between 8 <sup>th</sup> and 7 <sup>th</sup> and Downtown ADA Sidewalk Improvements. 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).
<b>Purpose</b>	To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.
<b>Project Managers</b>	Chris Pousson
<b>Engineer</b>	KPA
<b>Contractor</b>	TBD

<b>Element</b>	<b>Status / Issues</b>
<b>Design</b>	Finalizing design with Facilities and Park departments. Submitting TCEQ WPAP Exception.
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way / Easements</b>	Will require a couple Temporary Construction easement.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	Contractor has begun working on Rock street near 8 <sup>th</sup> street.
<b>Other Issues</b>	



- NOTE:**
- 1. PROPOSED DATES ARE DEPENDANT UPON FAVORABLE WEATHER CONDITIONS AND/OR MECHANICAL ISSUES EXPERIENCED BY THE CONTRACTOR.
  - 2. DOOR HANGER NOTIFICATIONS WILL BE DISTRIBUTED 48 HOURS PRIOR TO WORK COMMENCING.



**KPA** KASBERG, PATRICK & ASSOCIATES, LP  
CONSULTING ENGINEERS  
GEORGETOWN, TEXAS 78626  
Firm Registration No. F-510

DOWNTOWN ADA IMPROVEMENTS  
PROPOSED CONSTRUCTION SCHEDULE



## Signal Improvements – Various Locations

Project No. PRJ000214 TIP No. None

Updated - June 2021

<b>Project Description</b>	Design and preparation of Plans, Specifications, Estimate, Bidding Documents, and construction phase services for the construction of signal improvements for the intersections of Williams Drive & Estrella Crossing, Shell Road & Verde Vista and SE Inner Loop & Rockride Lane.
<b>Purpose</b>	To better manage traffic movements at the intersection.
<b>Project Manager</b>	Joel Weaver
<b>Engineer</b>	KPA

Element	Status / Issues
<b>Design</b>	Design underway for Williams and Estrella intersection. Rock Ride and SE Innerloop design complete. Shell Rd @ Verde Vista and Williams @ Estrella Crossing plans are 95% completed and being reviewed. Bidding schedule for these locations being developed.
<b>Surveying</b>	Completed
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way</b>	TBD
<b>Utility Relocations</b>	TBD
<b>Construction</b>	Rock Ride and SE Innerloop contract awarded. Traffic Signal poles and mast arms are on order.
<b>Other Issues</b>	None

## 2021 Intersection Pedestrian Safety Enhancements

Project No. PRJ000215 TIP No. None

Updated - June 2021

<b>Project Description</b>	Design and preparation of Plans, Specifications, Estimate, Bidding Documents and construction phase services for the construction of intersection pedestrian safety enhancements at the intersections of Cool Springs Way @ Cowan Creek Amenity Center, 5 <sup>th</sup> Street @ Austin Ave, 7 <sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot.
<b>Purpose</b>	To enhance pedestrian safety at intersections with push button activated rapid flashing beacons to alert drivers of pedestrian presence.
<b>Project Manager</b>	Chris Pousson
<b>Engineer</b>	KPA

Element	Status / Issues
<b>Design</b>	95% plans are completed and under review.
<b>Surveying</b>	Completed
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way</b>	TBD
<b>Utility Relocations</b>	TBD
<b>Construction</b>	TBD
<b>Other Issues</b>	None

## SH 29 Access Improvements – Traffic Signal

Project No.

TIP No. None

June 2021

### Project Description

Design and preparation of Plans, Specifications, Estimate, Bidding Documents and construction phase services for the proposed corridor improvements along SH-29-University Avenue between IH35 and Scenic Drive including a right-turn deceleration lane, auxiliary lane, median improvements, drainage improvements and traffic signal relocation.

### Purpose

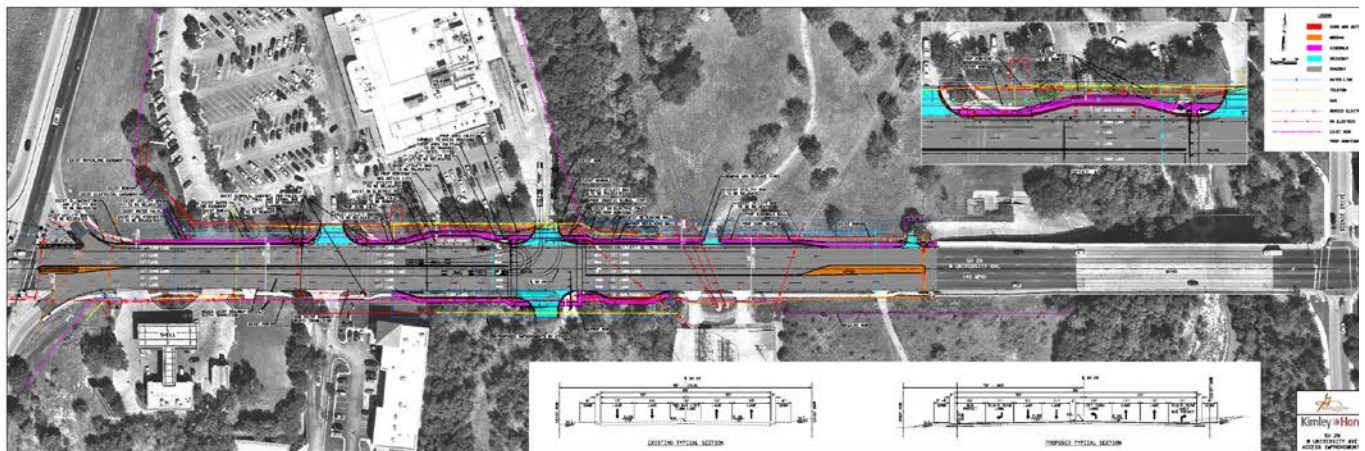
To better manage traffic movements at the intersection.

### Project Manager

Joel Weaver

### Engineer

Kimley-Horn and Associates. Inc.



### Signal Relocation

Element	Status / Issues
Design	Design is complete
Surveying	Survey is complete
Environmental/ Archeological	
Rights of Way	
Utility Relocations	TBD
Construction	Installation of light is complete. Signal flash running from 5-27 through 6-3 signal should be operational after 6-3. Electric service to be reinstalled underground.
Other Issues	None

**2021 Street Maintenance**  
**Project No. PRJ000211 / PRJ000212   TIP No. None**  
**Updated - June 2021**

**Project Description**                      2021 CIP Maintenance project consist of furnishing and installing approximately 230,000 square yards of high performance pavement seal (PMM) and approximately 190,000 square yards of high performance pavement seal (HA5) traffic control, and miscellaneous striping in Sun City, Berry Creek, Gatlin Creek, Reata Trails, Quail Valley and Pleasant valley neighborhoods.

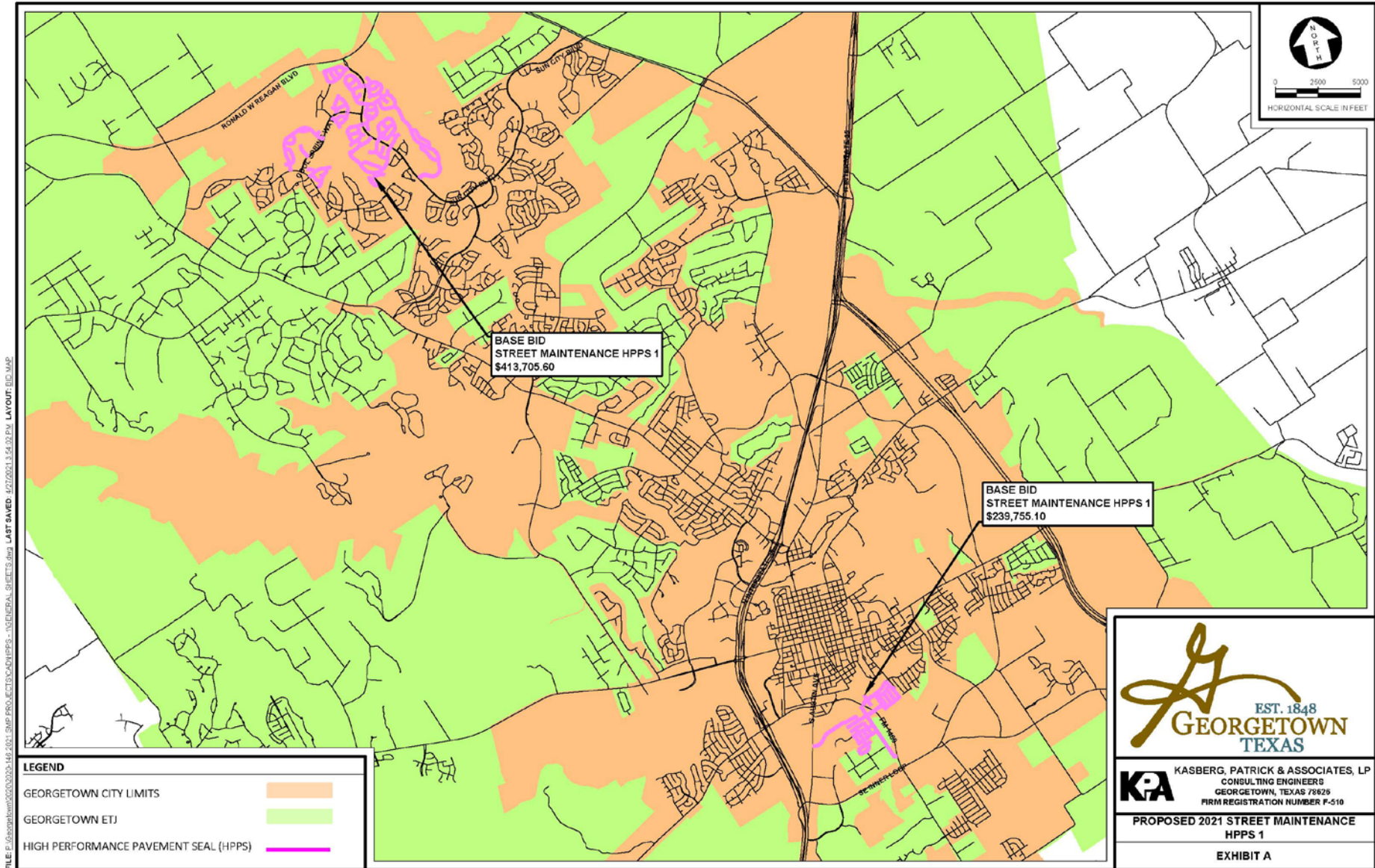
**Purpose**    To provide protection and maintain an overall pavement condition index of 85%

**Project Manager**                              Chris Pousson / Daniel Havins

**Engineer/Engineers**                        KPA, LP

Task	Status / Issues
<b>High performance pavement seal Package #1 (PMM)</b>	Project was advertised and bids received. Cholla Pavement Maintenance apparent qualified low bidder. GTAB and Council approved award in May 2021.
<b>High performance pavement seal Package #2 (HA5)</b>	Project was advertised and bids received. Andale Construction sole bidder and only qualified contractor to apply HA5. GTAB and Council approved in May 2021.







**Project:** 2021 Street Maintenance Hot In Place Recycling (HIPR)

Project# PRJ000210

June 2021

**Project Description:** This project will consist of furnishing and installing approximately 115,000 square yards of hot-in-place asphalt recycling, edge milling, adjustment of water valves and manholes, tree pruning, traffic control and miscellaneous striping.

**Purpose:** The purpose of this project is to maintain high Pavement Condition Indices (PCI) by Hot-In-Place asphalt recycling within the City Street Maintenance Program

**Project Manager:** Joel Weaver

**Engineer:** KPA

**Contractor:** Cutler repaving

Phase	Start	Finish	Status / Comments
Preliminary Engineering	October 2020	January 2021	
ROW / Easements	N/A	N/A	
Bid / Award Bid #	Bid 4-22 \$1,662,185.20	TBD	Total cost / Sq. Yd 2021 \$14.45 (2020 \$13.88)
Construction	TBD	TBD	Project bid 4-22 with Cutler repaving, Inc as low bid for \$1,662,185.20 for a total cost per sq. yd. of \$14.45 as compared to the 2020 bid for \$13.88 per sq. yd. Cutler to mobilize in end of June first of July.
Post Construction			





City of Georgetown, Texas  
Transportation Advisory Board  
June 11, 2021

**SUBJECT:**

June 2021 Airport Monthly Report - Joseph A. Carney, C.M., Airport Manager

**ITEM SUMMARY:**

**Airport Reports:**

- o Taxiway Edge Lighting
- o Maintenance Building
- o Operations Report
- o Fuel Sales Report
- o Hangar / Tie-Down Lease Report
- o FY 2021 Accomplishments and Projects
- o Avgas Fuel Price Comparison
- o Jet A Fuel Price Comparison

**STAFF RECOMMENDATION:**

None

**FINANCIAL IMPACT:**

None

**SUBMITTED BY:**

Joseph A. Carney, C.M.

**ATTACHMENTS:**

Description	Type
❑ Airport Coversheet	Cover Memo
❑ Maintenance Building	Backup Material
❑ Airport Operations Report	Backup Material
❑ Airport Fuel Sales Report	Backup Material
❑ Airport Hangar Tie-Down Report	Backup Material
❑ FY21 Accomplishments	Backup Material
❑ AvGas Fuel Price comparison	Backup Material
❑ JetA Fuel Price Comparison	Backup Material

**AGENDA ITEM COVER SHEET**

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**SUBJECT:**

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

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**ITEM SUMMARY:**

**Airport Reports:**

- Taxiway Edge Lighting
- Maintenance Building
- Operations Report
- Fuel Sales Report
- Hangar / Tie-Down Lease Report
- FY 2021 Accomplishments and Projects
- Avgas Fuel Price Comparison
- Jet A Fuel Price Comparison

**STAFF RECOMMENDATION:**

None

**FINANCIAL IMPACT:**

None

**COMMENTS:**

None

**ATTACHMENTS:**

Submitted By: Joseph A. Carney, Airport Manager

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Joseph A. Carney, C.M.  
Airport Manager

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Wayne Reed  
Assistant City Manager

**MEMORANDUM**

TO: Georgetown Transportation Advisory Board Members

FROM: Joseph A. Carney, C.M., Airport Manager

SUBJECT: Airport Maintenance Building

DATE: June 2, 2021

The purpose of this memo is to provide GTAB with updates for the Airport Maintenance Facility Building at the Georgetown Municipal Airport.

1. History

- a. Airport requested and was granted a \$750,000 bond in 2019. This was to design and build a new Maintenance Facility that would be able to house all of the maintenance equipment that is currently housed in two storage hangars and in an old, dilapidated hangar.
- b. The building would have an interior bay for vehicle storage, a tool crib for secure storage of all tools, and supply storage for all the supplies used on the airport. There would also be an outdoor covered wash bay so that equipment could be kept clean and reduce wear and tear.
- c. An RFP was released in early 2021, with GarverUSA being selected as the design contractor.
- d. After Design is completed, another RFP will be released for a construction contractor to complete the construction of the building.

2. Current Status

- a. City Facilities Manager, City Attorney, and GarverUSA are working through the contract, ironing out all details.
- b. Site has been selected for the new building. This site will be located at the end of Wright Brothers Drive in the woods to the east of Carol's Corner. This area is not an aeronautical use area and allows easy access to the airport environment.

**Georgetown Municipal Airport Contract Tower Program Update**  
**Operations for Month of April 2021**



KGTU OPERATIONS FOR THE MONTH OF: APRIL								
TAKEOFF/L ANDING	MONTHLY NUMBERS		PREVIOUS/CURRENT YR		YEAR TO DATE	YEAR TO DATE	PREVIOUS/CURRENT YR	
	2020	2021	COUNT	%	2020	2021	COUNT	%
IFR	665	993	328	33%	5749	5992	243	4.1%
VFR	3801	3854	53	1%	24723	26227	1504	5.7%
LOCAL	5276	5001	-275	-5%	34709	32898	-1811	-5.5%
TOTAL	9742	9848	106	1.1%	65181	65117	-64	-0.1%

\*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 May 2021**



FUEL REPORT FOR MONTH OF: MAY						
TYPE OF FUEL	GALLONS SOLD FOR MONTH		YEAR TO DATE	YEAR TO DATE	CHANGE PREVIOUS/CURRENT YR	
	2020	2021	2020	2021	GALLONS	%
AVGAS	38,787	26,451	249,945	241,758	(8,187)	-3.3%
JET A	30,097	46,465	246,423	335,146	88,723	26.5%
TOTALS	68,884	72,916	496,368	576,904	80,536	14.0%

**Airport Hangar / Tie-Down Lease Update**  
**May 2021**

**Project Description** Hangar / Tie-Down Lease Agreements

**Purpose** Occupancy Rates

**Unit Stats**

Total T-Hangars – 131

- 129 Occupied
- 2 Vacant

Anticipated Time on Waitlist for most recent listee

- 6+ years
- 335 persons on list

Total Storage Units – 16

- 11 Occupied
- 5 Vacant

Total Tie-Downs – 44 Monthly, 8 for Overnight/Transient Parking

- 42 Monthly Occupied
- 1 Monthly Vacant
- 1 as last resort due to location

	T-Hangars	Storage Hangars	Tie-Downs	Total
Total	131	16	44	191
Occupied	129	11	42	182
Percentage Occupied				95.29%

# GTU Airport FY 2021

## In-Work Projects

Develop Airport Preventative Maintenance Program. **Ongoing**

Upgrade to bi-fold door drive motors in Hangars BB & CC. **On Hold – COVID-19**

Install roller poppers in Hangar I **Parts on Hand**

RFP for new fuel contract **Changed to an ITB (invitation to Bid), released and is due back to city by 6/10/21.**

RFP for Market Rate Analysis and Lease Term Length Study **working with purchasing to initiate the process.**

Virtower, LLC Aircraft monitoring system **working through IT process to purchase device. Will allow for real time operational counts as well as Based Aircraft Inventory, and Noise Mitigation tools**

Maintenance Building **Facilities is leading this project, currently they are working with legal and the consultant, GarverUSA, to develop a contract. Building will be designed by GarverUSA and then will be put out for ITB/RFP/RFQ for construction. \$750,000 bond funded project.**

## Planned Projects

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

Replace HVAC units in AeroJet Center hangar.

Install chain link fence around Tower.

Update tower communications equipment.

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.

Airport lease rate study.

502 Wright Brothers Drive Land Lease

CAP Lease for TT Hangar with rate reduction

2021 Budget

Tower Alarm Install

Tower CAB computer monitor replacement

Fuel System Maintenance Contract

Work with outside Attorney for FAA Part 13 response



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Airspace Fixes

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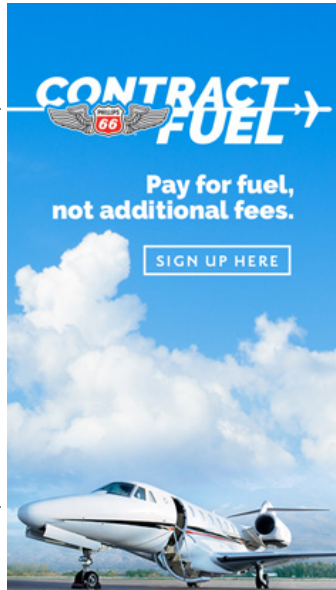
Hotels

iPhone App

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1284 users online [LOGIN](#)100LL Avgas prices within 50 miles of [KGTU](#)

	Airport / FBO	100LL \$3.45—\$6.70 average \$4.92			
<a href="#">KGTU</a>	Georgetown Municipal Airport Georgetown, TX				
	 GTU JET  <a href="#">FS</a> \$5.65 <a href="#">GUARANTEED</a> 	\$5.55			
	 <a href="#">City of Georgetown Terminal</a>  <a href="#">SS</a> \$4.15 <a href="#">24-May update</a>				
	 <a href="#">AeroJet Center</a>  <a href="#">FS</a> \$5.65 <a href="#">GUARANTEED</a>				
<a href="#">T74</a>	Taylor Municipal Airport Taylor, TX				
14 ESE	<a href="#">Taylor Municipal Airport</a> Avfuel <a href="#">SS</a> \$4.15 <a href="#">28-May update</a>				
<a href="#">KEDC</a>	Austin Executive Airport Austin, TX				
18 SSE	  <a href="#">SS</a> \$5.75 <a href="#">01-Jun update</a> 	\$6.50			
<a href="#">KRYW</a>	Lago Vista TX - Rusty Allen Airport Lago Vista, TX				
18 SW	<a href="#">Lago Vista Airport</a> independent <a href="#">SS</a> <b>\$3.45</b> <a href="#">22-Apr update</a>				
<a href="#">KILE</a>	Skylark Field Airport Killeen, TX				
24 N	<a href="#">Flight Line Services</a> Avfuel <a href="#">SS</a> \$4.10 <a href="#">20-May update</a>				
<a href="#">3R9</a>	Lakeway Airpark Lakeway, TX				
25 SW	Lakeway Airpark <a href="#">SS</a> \$4.76 <a href="#">27-May update</a>				
<a href="#">88R</a>	Spicewood Airport Spicewood, TX				
26 WSW	 <a href="#">Spicewood Pilots Association, Inc</a>  <a href="#">SS</a> \$4.75 <a href="#">20-May update</a>				
<a href="#">KAUS</a>	Austin-Bergstrom International Airport Austin, TX				
29 S	 independent <a href="#">FS</a> \$6.42 <a href="#">01-Jun update</a>				
	  <a href="#">FS</a> \$6.68 <a href="#">GUARANTEED</a> 				



**CONTRACT FUEL**

Pay for fuel, not additional fees.

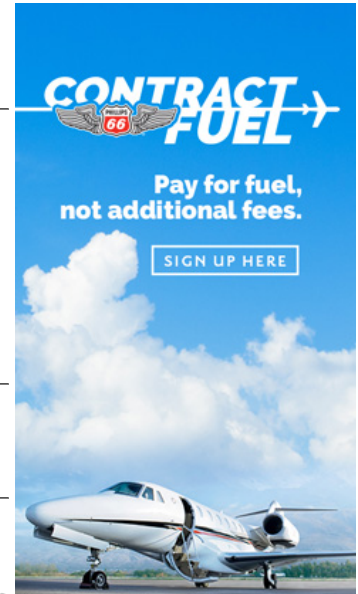
[SIGN UP HERE](#)

	<a href="#">Signature Flight Support</a>	independent	<a href="#">FS</a>	\$6.70	<a href="#">02-Jun update</a>
<a href="#">KBMQ</a>	<i>Burnet Municipal Airport-Kate Craddock Field</i>	Burnet, TX			
29 W	<a href="#">Faulkner's Air Shop</a>	Avfuel	<a href="#">SS</a>	\$4.08	<a href="#">20-May update</a>
			<a href="#">FS</a>	\$4.78	
<a href="#">KTPL</a>	<i>Draughon-Miller Central Texas Regional Airport</i>	Temple, TX			
32 NNE	General Aviation Terminal		<a href="#">SS</a>	\$4.21	<a href="#">20-May update</a>
			<a href="#">FS</a>	\$4.59	
<a href="#">KRCK</a>	<i>H H Coffield Regional Airport</i>	Rockdale, TX			
36 E	City of Rockdale		<a href="#">AS</a>	\$4.31	<a href="#">27-May update</a>
<a href="#">KDZB</a>	<i>Horseshoe Bay Resort Airport</i>	Horseshoe Bay, TX			
36 WSW	 <b>HORSESHOE BAY RESORT JET CENTER.</b>		 <a href="#">EPIC</a>	<a href="#">FS</a>	\$5.49
					<a href="#">27-May update</a>
<a href="#">KLZZ</a>	<i>Lampasas Airport</i>	Lampasas, TX			
37 NW	 <b>City of Lampasas (FBO)</b>		 <a href="#">AVFUEL</a>	<a href="#">SS</a>	\$3.50
					<a href="#">GUARANTEED</a>
<a href="#">T35</a>	<i>Cameron Municipal Airpark</i>	Cameron, TX			
38 ENE	 <b>City of Cameron</b>		 <a href="#">AVFUEL</a>	<a href="#">SS</a>	\$4.28
					<a href="#">GUARANTEED</a>
<a href="#">KGOP</a>	<i>Gatesville Municipal Airport</i>	Gatesville, TX			
45 N	<a href="#">City of Gatesville</a>	independent	<a href="#">SS</a>	\$4.25	<a href="#">27-May update</a>
<a href="#">84R</a>	<i>Smithville Crawford Municipal Airport</i>	Smithville, TX			
47 SE	<a href="#">Fayette Aero LLC</a>	Avfuel	<a href="#">SS</a>	\$4.42	<a href="#">20-May update</a>
<a href="#">KGYB</a>	<i>Giddings-Lee County Airport</i>	Giddings, TX			
47 SE	Sills Aviation Services LLC		<a href="#">SS</a>	\$4.33	<a href="#">25-May update</a>
<a href="#">KHYI</a>	<i>San Marcos Regional Airport</i>	Austin, TX			
48 SSW	 <b>BERRY AVIATION, INC</b> <small>AN ACORN GROWTH COMPANY</small>		 <a href="#">AVFUEL</a>	<a href="#">SS</a>	\$5.17
			<a href="#">FS</a>	\$6.17	<a href="#">30-May update</a>
<a href="#">50R</a>	<i>Lockhart Municipal Airport</i>	Lockhart, TX			
50 S	<a href="#">Martin &amp; Martin Aviation</a>	Avfuel	<a href="#">SS</a>	\$4.50	<a href="#">20-May update</a>



Jet A prices within 50 miles of [KGTU](#)

Airport / FBO		Jet A		
		\$2.75—\$6.61		
		average \$4.75		
<a href="#">KGTU</a>	Georgetown Municipal Airport Georgetown, TX			
			<a href="#">FS</a> \$5.06	<a href="#">GUARANTEED</a> 
			\$4.96	
		<a href="#">AeroJet Center</a>		<a href="#">FS</a> \$5.06 <a href="#">GUARANTEED</a>
<a href="#">T74</a>	Taylor Municipal Airport Taylor, TX			
14 ESE	<a href="#">Taylor Municipal Airport</a>	Avfuel	<a href="#">SS</a> \$2.75	28-May <a href="#">update</a>
<a href="#">KEDC</a>	Austin Executive Airport Austin, TX			
18 SSE			<a href="#">FS</a> \$6.35	01-Jun <a href="#">update</a> 
<a href="#">KILE</a>	Skylark Field Airport Killeen, TX			
24 N	<a href="#">Flight Line Services</a>	Avfuel	<a href="#">SS</a> \$3.60	20-May <a href="#">update</a>
			<a href="#">FS</a> \$4.55	
<a href="#">KGRK</a>	Robert Gray Army Airfield Fort Hood (Killeen), TX			
25 NNW	Killeen-Fort Hood Regional Airport		<a href="#">FS</a> \$4.55	29-Mar <a href="#">update</a>
<a href="#">KAUS</a>	Austin-Bergstrom International Airport Austin, TX			
29 S		independent	<a href="#">FS</a> \$6.49	01-Jun <a href="#">update</a>
			<a href="#">FS</a> \$6.57	<a href="#">GUARANTEED</a> 
	<a href="#">Signature Flight Support</a>	independent	<a href="#">FS</a> \$6.61	02-Jun <a href="#">update</a>
<a href="#">KBMQ</a>	Burnet Municipal Airport-Kate Craddock Field Burnet, TX			
29 W	<a href="#">Faulkner's Air Shop</a>	Avfuel	<a href="#">FS</a> \$4.32	20-May <a href="#">update</a>
			<a href="#">SS</a> \$4.32	
<a href="#">KTPL</a>	Draughon-Miller Central Texas Regional Airport Temple, TX			
32 NNE	General Aviation Terminal		<a href="#">SS</a> \$4.24	24-May <a href="#">update</a>
			<a href="#">FS</a> \$4.62	
<a href="#">KDZB</a>	Horseshoe Bay Resort Airport Horseshoe Bay, TX			



36 WSW

HORSESHOE BAY   
RESORT JET CENTER.



FS \$4.99

27-May  
[update](#)

[T35](#)

38 ENE

Cameron Municipal Airpark Cameron, TX



[City of Cameron](#)



SS \$2.76 [GUARANTEED](#)

[KGYB](#)

47 SE

Giddings-Lee County Airport Giddings, TX

Sills Aviation Services LLC

SS \$3.30

25-May  
[update](#)

[KHYI](#)

48 SSW

San Marcos Regional Airport Austin, TX



FS \$5.27

27-May  
[update](#)

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City of Georgetown, Texas  
Transportation Advisory Board  
June 11, 2021

**SUBJECT:**

June 2021 Financial Overview of Airport Fund - Leigh Wallace, Finance Director

**ITEM SUMMARY:**

June 2021 Financial Overview of Airport Fund - Leigh Wallace, Finance Director

**FINANCIAL IMPACT:**

.

**SUBMITTED BY:**

Cindy Medrano, Board Liaison

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Executive Summary	Executive Summary
<input type="checkbox"/>	Financial Schedule	Backup Material
<input type="checkbox"/>	Presentation	Presentation

## GTAB MONTHLY REPORT AS OF MAY 31, 2021

**Operating revenues** include fuel sales, leases, and all other revenue. The operating revenue budget totals \$3,451,500. Year-to-date operating revenue totals \$2,366,381, or 68.56% of the operating revenue budget.

Fuel is the largest revenue stream in the fund and represents \$2,500,000, or 72.43% of budgeted operating revenues. Through the period, fuel sales total \$1,704,596, or 68.18% of the fuel budget. Year-to-date fuel sales are up by 12.81% relevant to the same time last fiscal year. Fuel sales are tracked every month by staff and are part of the Airport's performance metrics.

Hangar rental revenues are the second largest stream of revenue for the Airport, representing 13.76% of budgeted operating revenues. Year-to-date, hangar revenue totals \$313,090 or 65.91% of budget. Occupancy rates continue to be strong. The stated goal per the Airport performance management program is to have occupancy rates over 90%. In fiscal year 2021, the Airport continues to meet this goal.

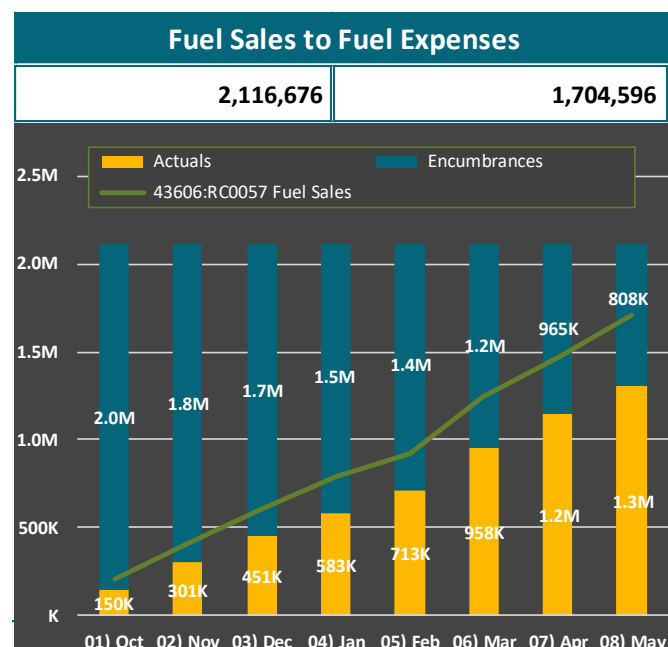
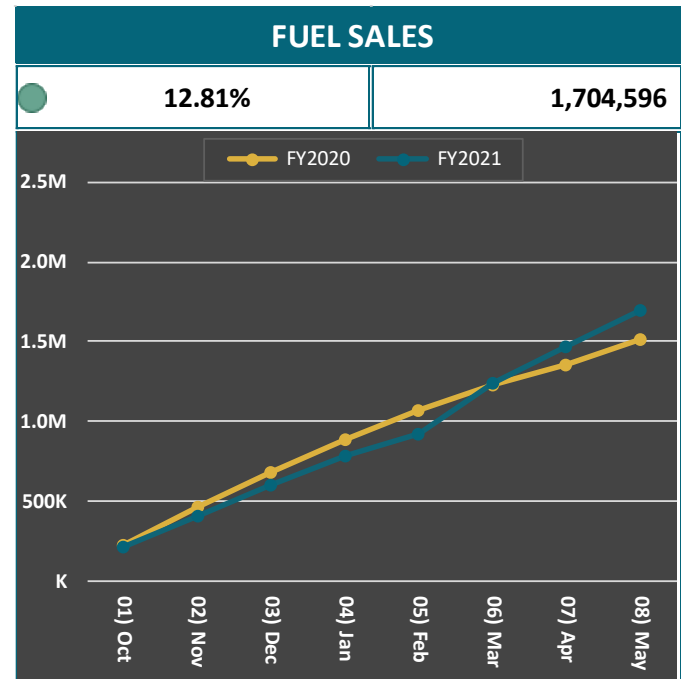
**Operating expenses** include personnel costs, airport operations, ongoing capital maintenance, and fuel for resale.

Airport operating expenses total budget is \$3,921,513. Year-to-date personnel expenses total \$278,518, or 64.86% of budget. The City has experienced 17 of 26 pay periods through this period, or 65% of total cycles. Other Airport operational related expenses include internal service and administrative allocation charges, fuel expenses, and various other operating expense. Internal service charges total \$88,955, or 58.33% of budget. General Fund allocation totals \$79,776, or 58.33% of budget.

Fuel expense is the largest expense of the Airport operating budget totaling \$2,100,000, or 53.55% of the operating budget. Year-to-date fuel expense 2,116,676, or 100.79% of budget. Fuel is encumbered at the beginning of the fiscal year and liquidated throughout the year. At the end of this period, there 808,169 of encumbered funds for the remainder of the fiscal year.

Operating capital includes items that are typically routine in nature such as pavement maintenance, hangar maintenance, and wildlife management. The budget for operating capital totals 354,067, or 9.03% of the operating budget. Year-to-date operating capital expenses totals \$19,261.

**Non-operating revenues** budget includes a total of \$705,000 for bond proceeds and miscellaneous revenue



for the year. The Airport fund anticipates to issue bond proceeds in the amount of \$700,000 for the construction of a new maintenance facility.

**Non-operating expenses** have a total budget of \$908,931, year to date spending totals \$30,873. The Airport will use \$750,000 in CIP expense for the construction of a new maintenance facility. The non-operating budget amount is for the Airport funds debt service payment. The debt service payment is made up of principal reduction, \$89,813, and interest expense, \$53,618.

As part of the **Mid-Year Budget Amendment**, staff is proposing to amend the Airport budget to recognize an additional \$500,000 in fuel sales as well as \$500,000 in fuel expense. Currently, the fuel expense is accounted for as an encumbrance. This amendment will go City Council for first reading on June 8, 2021, and second reading on June 22, 2021. This amendment will be reflected in the next GTAB report.

**COG - Airport Operations Financial Report**

Period: May-21

	Budget	Period	YTD Actuals	Budget Vs. Actuals	
	FY2021	May-21	YTD Actuals w/Encumbrances	Variance	% of Budget
<b>Beginning Fund Balance</b>	<b>1,428,114</b>		<b>1,428,114</b>	<b>-</b>	<b>100.00%</b>
<b>Operating Revenue</b>					
40001:Property Taxes	40,000	-	-	(40,000)	0.00%
42001:Interest Income	3,000	2	3,057	57	101.91%
43606:Airport Charges	3,408,500	323,097	2,363,324	(1,045,177)	69.34%
Operating Revenue Total	3,451,500	323,099	2,366,381	(1,085,119)	68.56%
<b>Operating Expense</b>					
Personnel	429,433	32,404	278,518	150,915	64.86%
Operations	3,138,013	185,646	3,886,940	(748,927)	123.87%
Operating Capital	354,067	18,000	19,261	334,806	5.44%
Expense	3,921,513	236,051	4,184,719	(263,206)	106.71%
<b>Total Net Operations</b>	<b>(470,013)</b>	<b>87,048</b>	<b>(1,818,339)</b>	<b>(821,913)</b>	<b>386.87%</b>
<b>Non-Operating Revenue</b>					
45001:Misc Revenue	5,000	1,000	1,000	(4,000)	20.00%
46001:Bond Proceeds	700,000	650,000	650,000	(50,000)	92.86%
46002:Bond Premium	-	64,186	64,186	64,186	0.00%
Non-Operating Revenue Total	705,000	715,186	715,186	10,186	101.44%
<b>Non-Operating Expense</b>					
CIP Expense	750,000	-	-	750,000	0.00%
Debt Service	158,931	3,974	30,873	128,058	19.43%
Non-Operating Expense	908,931	3,974	30,873	878,058	3.40%
<b>Net Non-Operations</b>	<b>(203,931)</b>	<b>711,212</b>	<b>684,313</b>	<b>888,244</b>	<b>-335.56%</b>
Excess (Deficiency) of Total Revenue over Total Requirements	(673,944)	798,260	(1,134,025)	(460,082)	68.27%
<b>Ending Fund Balance</b>	<b>754,170</b>		<b>294,089</b>	<b>(460,082)</b>	<b>38.99%</b>
<b>Reserves</b>					
Contingency Reserves	332,917		332,917		100%
Debt Service Reserve	141,478		141,478		100%
Reserves Total	474,395		474,395		100%
<b>Available Fund Balance</b>	<b>279,775</b>		<b>(180,306)</b>	<b>(460,082)</b>	<b>-64.45%</b>

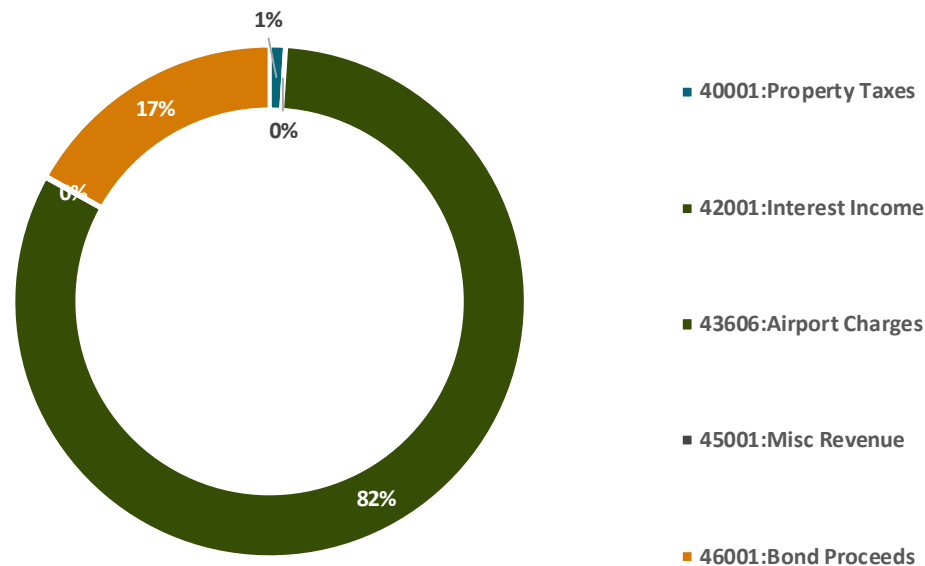






# Airport Revenue

- FY2021 Revenue Budget



- Revenue Budget Sources

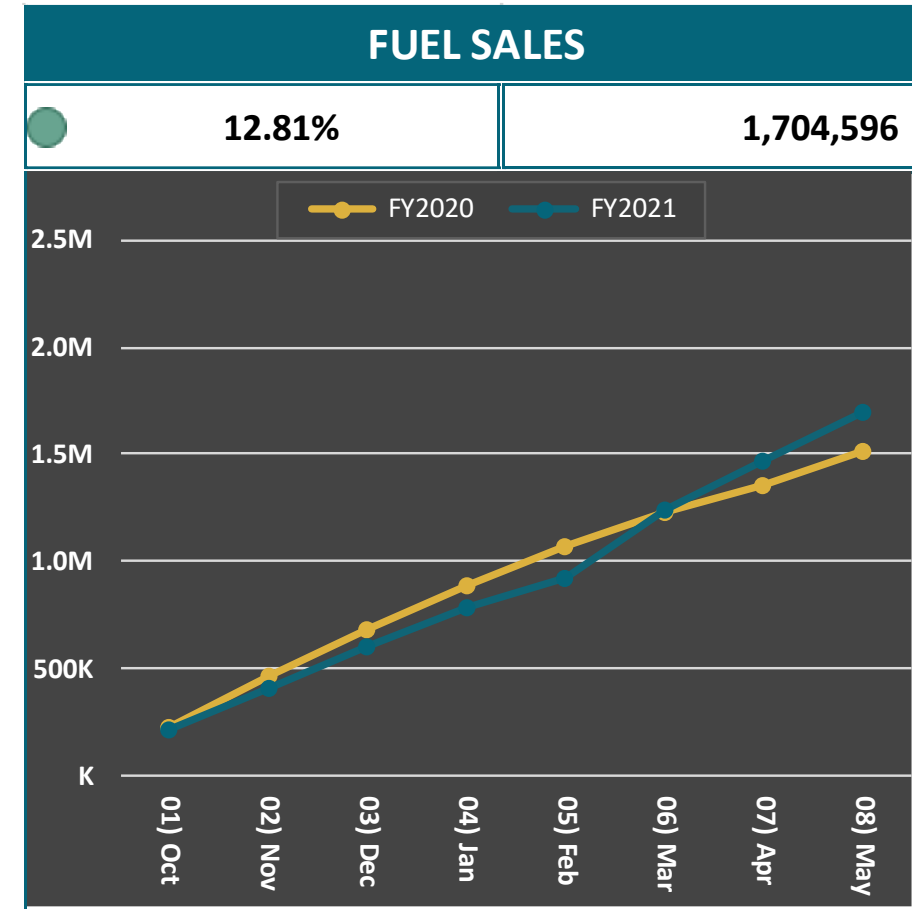
- FY2021 Revenue Budget totals \$4,156,500
- Operating Revenue
  - Airport Charges:
    - Fuel Sales 60%
    - Hangar Rentals 11%
    - Facility Leases 6%
- Non-Operating Revenue
  - Bond Proceeds \$700,000

# Airport Operating Revenue

COG - Airport Operations Financial Report								
Period: May-21								
	Budget	YTD Comparison				YTD Budget Comparison		
	FY2021	May-20	May-21	Variance	% Variance	Variance from Budget	% of Budget	
Operating Revenue								
40001:Property Taxes	40,000	-	-	-	0.00%	<div><div></div></div> (40,000)	<div><div></div></div> 0.00%	
42001:Interest Income	3,000	14,774	3,057	(11,717)	-79.31%	<div><div></div></div> 57	<div><div></div></div> 101.91%	
43606:Airport Charges	3,408,500	2,127,001	2,363,324	236,322	11.11%	<div><div></div></div> (1,045,177)	<div><div></div></div> 69.34%	
Operating Revenue Total	3,451,500	2,141,775	2,366,381	224,606	10.49%	<div><div></div></div> (1,085,119)	<div><div></div></div> 68.56%	

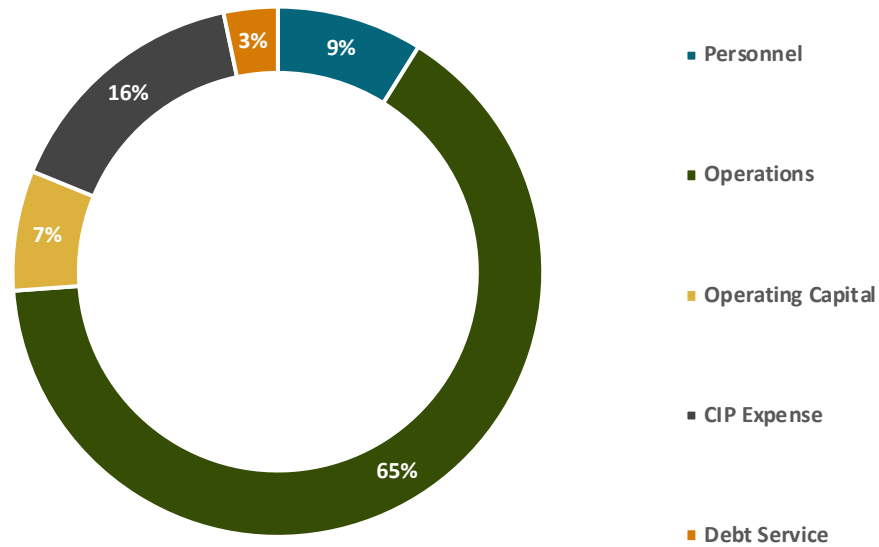
# Airport Operating Revenue

- Operating Revenue
  - Fuel revenue totals 72.43% of the operating revenue budget, or \$2.50 million.
  - Year-to-date fuel revenue totals \$1.7 million, 68.18% of budget
  - FY2021 year-to-date fuel revenue are 12.81% more than FY2020 year-to-date collections
  - Staff will continue to monitor this trend through the fiscal year



# Airport Expenses

- FY2021 Expense Budget



- Expense Budget Sources

- FY2021 Expense Budget totals \$4,830,444
- Operating Expense
  - Personnel 9%
  - Operations 65%
  - Operating Capital 7%
- Non-Operating Expense
  - CIP Expense 16%
    - \$750,000 Airport Maintenance Facility
  - Debt Service 3%

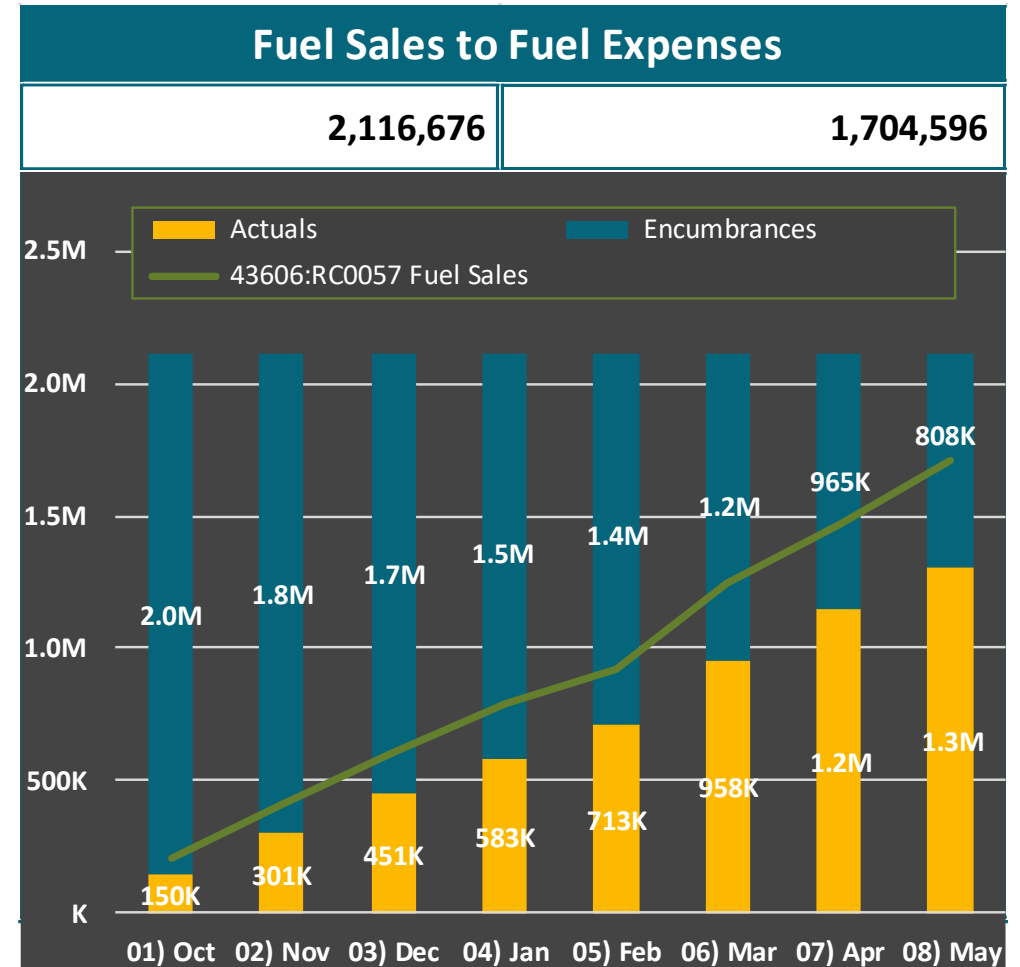
# Airport Operating Expenses

COG - Airport Operations Financial Report								
Period: May-21								
	Budget	YTD Actuals w/Encumbrances Comparison				YTD Budget Comparison		
	FY2021	YTD Actuals w/Encumbrances: May-20	YTD Actuals w/Encumbrances: May-21	Variance	% Variance	Variance from Budget	% of Budget	
Operating Expense								
Personnel	429,433	302,735	278,518	24,217	-8.00%	150,915	64.86%	
Operations	3,138,013	1,443,746	3,886,940	(2,443,194)	169.23%	(748,927)	123.87%	
Operating Capital	354,067	19,645	19,261	384	-1.95%	334,806	5.44%	
Operating Expense Total	3,921,513	1,766,126	4,184,719	(2,418,593)	136.94%	(263,206)	106.71%	



# Airport Operating Expense

- Operating Expense – Aviation Fuel
  - Aviation Fuel expense totals 53.55% of operating expense, or \$2.1 million
  - Aviation Fuel actuals plus encumbrances total \$2.11 million.
    - Actuals total \$1,308,507
    - Encumbrances total \$808,169



# Questions

City of Georgetown, Texas  
Transportation Advisory Board  
June 11, 2021

**SUBJECT:**

Consideration and possible recommendation to approve a Land Lease with Dale & Thomas Raveney for the hangar located at 201-C Hangar Drive on the Georgetown Municipal Airport with an annual lease rate \$845.04 -- Joseph A. Carney, C.M. Airport Manager and Wayne Reed, Assistant City Manager

**ITEM SUMMARY:**

The current lease is held by John Sommerfeld, who passed away in 2019. The hangar was being jointly used by Mr. Sommerfeld, Mr. Accuntius, who passed away in 2020, and Mr. Dale Raveney. The executrix of Mr. Sommerfeld's estate assumed that the Land Lease would fall to the estate. Legal Counsel has advised the airport that this is not the case. Messrs. Raveney would like to assume the remainder of the lease, extending through 11/1/2024.

**STAFF RECOMMENDATION**

Staff recommends approval of this item.

**FINANCIAL IMPACT:**

Revenue of \$845.04 annually.

**SUBMITTED BY:**

Joseph A. Carney, C.M.

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
<input type="checkbox"/>	Messrs. Raveney Lease	Backup Material
<input type="checkbox"/>	Messrs. Raveney Lease Exhibit A	Backup Material

**LAND / FACILITY LEASE AGREEMENT**

**CITY OF GEORGETOWN, TEXAS**

**Lessor**

**AND**

**Dale and Thomas Raveney  
201-C Hangar Dr.  
Georgetown, TX 78628**

**Lesseess**

## **LEASE AGREEMENT**

THIS LEASE ("Agreement") is effective this \_\_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF GEORGETOWN, TEXAS, a Texas home-rule city ("City" or "Lessor") and Dale & Thomas Raveney, ("Lessees").

### **Preliminary Statements**

A. The City owns and operates an airport known as the Georgetown Municipal Airport (KGTU) located in Williamson County, Texas (the "Airport");

B. The City and Lessees desire to enter into this Agreement for the use and occupancy of certain areas at the Airport;

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

D. In consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby lease to Lessees the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

### **ARTICLE 1: TERM AND OPTION**

The initial term of this Agreement shall commence at 12:01 a.m. on **May 1<sup>st</sup>, 2021** and expire at 11:59 p.m. on October 31, 2024 (the "Term"), unless sooner terminated in accordance with this Agreement. Upon the effective date of this lease, the prior ground lease to John D. Sommerfield shall terminate.

### **ARTICLE 2: DESCRIPTION OF LEASED PREMISES**

The Leased Premises consist of the parcel of land described in Exhibit A, comprising 0.161 acres of land, and the hangar constructed on such premises. The Lessees acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessees' intended purposes, or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessees' use of the Leased Premises; (2) Lessees accept full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3) Lessees have inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessees are accepting the Leased Premises "as is," in their present condition. Lessees expressly disclaim 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: USE OF LEASED PREMISES**

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

3.1.1 For the operation of the existing structures (the "Hangar") to be used for the storage of aircraft and aircraft parts. 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 commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessees 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. Lessees shall comply with all Grant Assurances ([www.faa.gov/airports/aip/grant\\_assurances/media/airport-sponsor-assurances-aip.pdf](http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf)) in favor of the State of Texas or the United States. All of Lessees' rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.1.2 The City makes no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Article 3.1. Lessees shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. This Agreement is expressly conditioned upon Lessees obtaining all such permits and approvals, and the failure of Lessees to obtain any such permits or approvals within six months following the commencement date set forth in Article 1.1 shall constitute an event of default. The failure of Lessees to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement pursuant to Article 18.

3.1.3 During the term of this Agreement, Lessees 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.

3.1.4 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.

3.1.5 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**

4.1 Lessees agree to pay to the City during the Initial Term hereof an annual base rent of \$70.42 per month.

4.2 The 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 Lessees waive 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, Lessees agree 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.

4.3 Lessees shall keep the Leased Premises, and the Hangar, Ramp and any and all structures constructed by Lessees on the Leased Premises or located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances, 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 Lessees. If any lien is filed, Lessees shall do all acts necessary to discharge such lien within ten days of filing, or if Lessees desires to contest any lien, then Lessees shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessees 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 Lessees 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 Lessees.

4.4 Lessees agree 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.

4.5 Holdover rent shall be due at the rate of 200% of ordinary rent.

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

5.1 Lessees acknowledge that they have 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. 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 Lessees.

5.2 Lessees 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, Lessees, 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 Lessees' fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessees 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. Lessees 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 Lessees exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

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

5.2.6 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 for which Lessees is responsible under this Agreement, the City may require Lessees to correct such deficiencies, whether ordinary or capital in nature. Capital items having a useful estimated life beyond the date on which Lessees actually vacates the Leased Premises shall be reimbursed by the City to the Lessees on an equitably pro-rated basis.

## **ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEES**

6.1 Lessees 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, Lessees shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibration 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 Lessees and their agents 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, including without limitation Chapter 13.20 of the City Code of Ordinances and with other applicable federal and state laws and permits pertaining to stormwater management.

6.4 Lessees 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 Lessees 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 Lessees 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.

6.7 Lessees shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food unless required permits for that activity are first obtained from the City.

6.8 Except for uses permitted under Article 3 hereof to be performed by Lessees, Lessees shall not provide or allow to be provided aircraft flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises, for commercial purposes, without all required development approvals, and a License from the City if and as required by the Airport's Minimum Standards or Rules then in effect.

6.9 Lessees will conduct their 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 Lessees and the limitations of federal law. In addition, Lessees 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, Lessees 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 Lessees have not curbed the prop or jet blast interference or damage, Lessees covenant 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 Lessees shall not store nor permit the storage of disabled aircraft, vehicles, 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 Lessees shall provide written certification from an FAA licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessees fail to comply with this requirement after a written request by Lessees to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessees' 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, Lessees 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 Lessees or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

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

6.13 Lessees shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessees' 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 for which the City is not obligated to pay).

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

6.15 Lessees 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 Lessees' access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessees or Lessees' Associates. Lessees agrees that Airport access credentials, if adopted in the future, shall be the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessees shall pay all fees associated with such credentials, and Lessees shall immediately report to the Airport Manager any lost credentials or credentials that Lessees removes from any employee or any of Lessees' Associates. Lessees shall protect and preserve security at the Airport.

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

## **ARTICLE 7: INGRESS AND EGRESS**

7.1 Lessees 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. Lessees 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 Lessees relevant to any closure, unless such closure is necessary due to emergency. Lessees, for they and their 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 Lessees 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 Lessees without cost to Lessees, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessees 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: INSURANCE AND DAMAGE TO THE LEASED PREMISES**

8.1 Lessees, at their 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 reasonably 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 Lessees and City. Both the City and Lessees shall be named primary insureds.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Facilities, the City shall solely adjust and settle such losses with the insurers. If the estimated loss does not exceed one-third of the current value of the Facilities, the loss shall be adjusted solely by

the Lessees. Each party shall consult with the other obtain a settlement that covers the cost of repairing or rebuilding the improvements.

8.1.3 Lessees shall provide certificates of insurance, in a form acceptable to the City evidencing existence of all insurance required to be maintained prior to occupancy of the improvements. Upon the failure of Lessees 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 Lessees as Additional Rent, which shall be payable on demand, or may give notice of default hereunder.

## **ARTICLE 9: LIABILITY INSURANCE 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 Lessees, their agents, servants, employees or authorized tenants, or their guests or invitees. Lessees 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 commission performed on the Leased Premises, or the Airport, solely by the City, their agents, servants, employees or authorized tenants, or their guests or invitees. In this regard, LESSEES expressly releases the City and each of its agents from their own negligence, or other liability.

9.2 Lessees agree 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 Lessees, 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 Lessees herein agrees to indemnify and hold the City harmless, the City shall notify Lessees of such claim and in the event that Lessees does not settle or compromise such claim, then Lessees shall undertake the legal defense of such claim on behalf of Lessees 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 Lessees is liable hereunder shall be conclusive against Lessees as to liability and amount upon the expiration of the time for appeal.

9.3 Lessees shall procure and keep in force during the term of this Agreement policies of Commercial General Liability insurance, including airport premises, , commercial general, automobile, and hangar-keepers legal liability insurance including coverage for aircraft or other property of others in the care, custody, or control of Lessees, insuring Lessees and the City, as



an additional insured, against any liability for personal injury, bodily injury, death, or property damage. The limits of the liability shall not be less than the lower of: (1) the amount specified in Landlord's Airport Minimum Standards ("AMS") for the type of activity occurring on the Leased Premises; or (2) combined single limit of \$1,000,000. 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 Lessees 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 Lessees (i.e., a fellow-insured write-back endorsement). Lessees shall provide certificates of insurance, in a form acceptable to the City as evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement. Any insurance policy herein required or procured by Lessees shall contain an express waiver of any right or subrogation by the insurance company against the City, and an endorsement stating that the indemnity obligations set forth above are covered by such insurance.

9.4 Lessees represent that they are 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. Lessees agree 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 Lessees under or in any way connected with this Agreement.

#### **ARTICLE 10: SIGNS**

Lessees 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. A City issued permit must be obtained prior to sign installation.

#### **ARTICLE 11: 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. The sale by Lessees of a majority interest or voting control of its equity shall constitute a transfer. Any purported transfer made without prior written consent from the City is void.

#### **ARTICLE 12: CONDEMNATION**

12.1 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 Lessees in accordance with the applicable condemnation law, with Lessees 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 Lessees' election, and Lessees' 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.

12.2 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 grants or takes an easement or right-of-way across any of the Leased Premises, Lessees shall be entitled only to compensation for damages to all improvements owned by Lessees 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.

12.3 Lessees understand 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 Lessees' improvements, equipment, furniture and fixtures to the substituted area. If any of Lessees' 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 Lessees, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessees 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 Lessees for lost revenues or other costs due to such substitution. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessees' leasehold rights and interests in the Leased Premises pursuant to state law.

### **ARTICLE 13: NON-DISCRIMINATION**

13.1 Lessees, for themselves, their 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, Lessees 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.

13.2 Lessees, for themselves, their 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:

13.2.1 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;

13.2.2 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;

13.2.3 That Lessees 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.

13.3 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 Lessees of any alleged violation. This provision is to be considered as a covenant on the part of Lessees, 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.

13.4 Lessees shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessees, 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 14: GOVERNMENTAL REQUIREMENTS**

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

14.2 Lessees 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 or on the gross receipts or gross income to Lessees there from, and shall make all applications, reports and returns required in connection therewith.

14.3 Lessees 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.

14.4 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 15: RIGHTS OF ENTRY RESERVED**

15.1 City shall at all times during ordinary business hours have the right to enter upon the Premises and Improvements for the purposes of: (i) inspecting the same; (ii) confirming the performance by Lessees of its obligations under this Agreement; (iii) doing any other act which City may be obligated or have the right to perform under this Agreement or reasonably related thereto; and (iv) for any other lawful purpose. Such inspections shall be made only on 48-hour advance notice except in cases of emergency. Such notice shall be sufficient if prominently posted on the primary building for 48 hours prior to the inspection.

15.2 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 Lessees, 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. Lessees 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.

15.3 If any personal property of Lessees 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 16.2, Lessees 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 Lessees 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

Lessees waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

#### **ARTICLE 16: TERMINATION**

16.1 Upon default by Lessees in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessees of such default. If such default has not been cured by the tenth calendar day following notice of default, the City may terminate this Agreement.

16.2 This Agreement shall terminate, at the option of the City, upon the appointment of a receiver or trustee of all, or substantially all, of Lessees' assets by a court of competent jurisdiction. The term "trustee" shall not include a trustee appointed under Title 11 of the United States Code.

16.3 Upon the default by Lessees in the performance of any covenant or condition required to be performed by Lessees other than the payment of money, and the failure of Lessees to remedy such default for a period of 30 days after the City sends written notice to remedy the same, the City may terminate this Agreement, unless Lessees establish that such default is incapable of cure within 30 days, in which case Lessees shall not be in default if it diligently and continuously pursues cure of the default. In no event, however, shall the cure period extend beyond 180 days.

16.4 Upon termination of this Agreement for any reason, all rights of Lessees, authorized Lessees, 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 and fixtures therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessees, their subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such improvements.

16.5 Failure by the City or Lessees to take any authorized action upon default by Lessees of any of the terms, covenants or conditions required to be performed, kept and observed by Lessees 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 Lessees, or performance by the City under the terms hereof, for any period or periods after a default by Lessees 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 Lessees to so perform this Agreement.

16.6 If Lessees cease 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 Lessees given at any time while such cessation continues, unless Lessees resume 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 Lessees' rights herein shall constitute a cessation of aeronautical activities.

## **ARTICLE 17: SURRENDER AND RIGHT OF RE-ENTRY**

17.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessees agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 5. 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.

17.2 If Lessees remain in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessees 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 Lessees in such event shall not alter the status of Lessees as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

## **ARTICLE 18: SERVICES TO LESSEES**

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 Lessees 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, Lessees 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 19: SURVIVAL OF THE OBLIGATIONS OF LESSEES**

19.1 If this Agreement shall have been terminated due to default by Lessees in accordance with notice of termination as provided in Article 17, all of the obligations of Lessees 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.

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



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

19.2.2 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.

19.3 There shall be credited to the account of Lessees against its survived obligations hereunder, the amount actually received from any Lessees, 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.

19.4 The provisions of this Article 20 shall not be applicable to termination of this Agreement pursuant to Section 3.1.2 or Section 4.4, or if expressly provided to the contrary elsewhere in this Agreement.

## **ARTICLE 20: 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 Lessees under this Agreement, without affecting, altering or diminishing the obligations of Lessees hereunder, provided that any structural changes shall not be at Lessees' expense.

## **ARTICLE 21: NOTICES**

21.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by 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.

21.2 The notice addresses of the parties are as follows:

To the City:

Airport Manager  
Georgetown Municipal Airport  
PO Box 409  
Georgetown, TX 78627  
Telephone: 512-930-3666

**and**

City Attorney  
City of Georgetown, Texas  
510 W. 9<sup>th</sup> Street  
Georgetown, Texas 78728  
Telephone: 512-930-8165

To Lessees:

Dale Raveney  
P.O. Box 398  
Weir, Texas 78674  
Telephone: 512-657-7000

Thomas Raveney  
1422 CR 342  
Grainger, Texas 76530  
Telephone: 512-565-0153

## **ARTICLE 22: SUBORDINATION CLAUSES**

22.1 This Agreement is subject and subordinate to the following:

22.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessees, and without interference or hindrance by or on behalf of Lessees, provided Lessees is not deprived of the use or access to the Leased Premises or any of Lessees' 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 Lessees or Lessees' assigns, subtenants, renters, agents, employees or invitees.

22.1.2 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 Lessees 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.

22.1.3 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.

22.1.4 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 Lessees in proportion to the degree of interference with Lessees' use of the Leased Premises. Lessees are notified that pursuant to the terms of the 1942 transfer of the Airport from the United States to the City, during time of national emergency the Secretary of Defense may designate all or any portion of the Airport subject to the exclusive use of the United States.

22.1.5 Except to the extent required for the performance of any obligations of Lessees hereunder, nothing contained in this Agreement shall grant to Lessees any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessees' 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, Lessees' 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 23: GENERAL PROVISIONS**

23.1 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 Lessees, 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.

23.2 Individuals Not Liable. No director, officer, agent or employee of the City 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.

23.3 Estoppel Certificate. At the request of Lessees 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.

23.4 Recording of Lease. This Agreement shall 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 Lessees as additional rent. The City may file an appropriate UCC notice advising of its contractual landlord liens herein.

23.5 Dispute Resolution. 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.

23.6 No Third-Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessees, their successors and assigns, and is not made for the benefit of any third party.

23.7 No Oral Agreements; Integration. All prior oral and written communications between agents of the parties are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications. 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 Lessees. The parties agree that no representations or warranties shall be binding upon the City or Lessees unless expressed in writing.

23.8 Quiet Enjoyment. The City covenants and warrants that it is the owner of the Leased Premises and that Lessees upon payment of rentals herein provided for and performance of provisions on its part to be performed, shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

23.9 Severability. 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.

23.10 Right of First Negotiation. If Tenant desires to lease the premises after expiration of the Term, Tenant shall notify Landlord of such desire not less than 45 days, and not more than 115 days, before expiration of this lease. Following such notice, for 30 days Tenant shall have the exclusive right to negotiate with landlord for the purpose of concluding a satisfactory replacement lease.

## **ARTICLE 24: HAZARDOUS MATERIALS**

24.1 Lessees 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 Lessees or Lessees' Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessees are 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.

24.2 Lessees agrees that in the event of a release or threat of release of any Hazardous Material by Lessees at the Airport, Lessees shall provide Lessor with prompt notice of the same. Lessees 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 Lessees conduct reasonable testing

and analysis (using qualified independent experts acceptable to Lessor) to show that Lessees are complying with applicable Environmental Laws. Lessor may conduct the same at Lessees' expense if Lessees fail to respond in a reasonable manner. Lessees shall cease any or all of Lessees' activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessees violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessees, at Lessees' 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 Lessees' attorney-client privilege.

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

24.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessees shall demonstrate to Lessor's reasonable satisfaction that Lessees 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. These obligations survive any termination of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**CITY OF GEORGETOWN, TEXAS**

\_\_\_\_\_  
Josh Schroeder, Mayor

**ATTEST:**


\_\_\_\_\_  
Robin Densmore, City Secretary

**APPROVED AS TO FORM:**

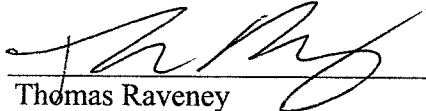
\_\_\_\_\_  
Skye Masson, City Attorney

**LESSEES:**

**DALE RAVENEY**

By:   
Dale Raveney

**THOMAS RAVENEY**

By:   
Thomas Raveney





0.161 Acres  
Georgetown Airport  
Tract 4

F.N. 5007 (JMC)  
October 20, 1994  
SRI Job No. 2429-01

A DESCRIPTION OF A 0.161 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 598.69 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 312, PAGE 121 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.161 ACRE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod set for the most easterly corner of this tract, from which an iron rod found in the west right-of-way line of County Road 190 (Airport Road), being also the southeast corner of that certain 8.10 acre tract of land described in a deed to the City of Georgetown, Texas, recorded in Volume 312, Page 204 of the Deed Records of Williamson County, Texas, and being the northeast corner of that certain 3.06 acre tract of land described in a deed to David L. Rogers, recorded in Volume 700, Page 862 of the Deed Records of Williamson County, Texas, bears S 36° 31' 18" E, a distance of 2115.51 feet;

THENCE, crossing said 598.69 acres with the southeast line of this tract, S 72° 22' 39" W, a distance of 82.50 feet to an 1/2-inch iron rod set for the most southerly corner of this tract;

THENCE, continuing across said 598.69 acres with the southwest line of this tract, N 17° 36' 28" W, a distance of 85.00 feet to an 1/2-inch iron rod set in the south line of a 0.56 acre tract currently leased to Georgetown Hanger Condominium Association for the most westerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northwest line of this tract, being also the south line of said 0.56 acre lease tract, N 72° 22' 39" E, a distance of 82.50 feet to an 1/2-inch iron rod set for the most northerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northeast line of this tract, S 17° 36' 28" E, a distance of 85.00 feet to the POINT OF BEGINNING and containing 0.161 acre of land.

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

SCALE 1" = 100'  
OCTOBER, 1994  
WILLIAMSON COUNTY, TEXAS

### LEGEND

- IRON ROD FOUND
- IRON ROD SET
- ⊙ POWER POLE
- ↓ GUY ANCHOR
- ◇- FENCE
- PAVEMENT



GRAPHIC SCALE

DAVID L. ROGERS  
3.06 ACRES  
VOLUME 700 PAGE 862

DAVID WRIGHT SURVEY, ABS. 13

COUNTY ROAD #190 (AIRPORT ROAD)

CITY OF GEORGETOWN  
8.10 ACRES  
VOLUME 312 PAGE 204

HANGAR ACCESS ROAD "B"

CITY OF GEORGETOWN  
598.69 ACRES  
VOLUME 312 PAGE 121

S17°36'28"E

S34°2'34"E 2000.25'

S163°1'16"E 2115.51'

S35°07'53"E 2008.02'

S37°17'51"E 2035.29'

S35°50'14"E 1924.11'

S38°08'12"E 1955.47'