Item # 13

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

WHEREAS, the City owns the Smithville Municipal Airport (the "Airport"); and

WHEREAS, the Airport is in need of more hangar space; and

WHEREAS, the Developer is interested in utilizing space within the Airport to construct a hangar (the "Facility"); and

WHEREAS, the City is interested in owning and leasing back the Facility to the Developer; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides a mechanism to allow the City to engage in the below-described actions because it promotes economic development within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Authority</u>. The Parties agree that they are both authorized to execute this Agreement, and that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to lease, construct and occupy the Facility.
- 2. <u>Term.</u> This Agreement shall become enforceable as of the Effective Date and shall end based on the terms and conditions described below.

3. Rights and Obligations of Developer.

- 3.1 <u>Construction</u>. The Developer shall, within <u>12-months</u> after the Effective Date, begin construction of the Facility. A Certificate of Occupancy for the Facility will be obtained from the City by <u>July 1, 2023</u>.
- 3.2 <u>Facility</u>. The Facility shall be an airport hangar constructed as is typical for an airport hangar with a minimum square footage of **2,800 ft**² (40' x 70'). The Facility shall be located pursuant to approval a TXOT Aviation Airport Layout Plan (ALP) on Airport property. Developer must expend a minimum of One Hundred Forty Thousand Four Hundred and No/100 Dollars (\$140,400.00) to construct the Facility. All invoices related to the construction of the Facility shall be presented to the City for review and approval prior to the City's issuance of a Certificate of Occupancy ("CO"). After the CO is issued, Developer will execute any and all documents necessary to convey all Developer's interest in the Facility to the City. Additionally, the Developer shall expend at least Ten Thousand and No/100 Dollars (\$10,000.00) as its fifty

percent (50%) share to install pavement to and from the Hangar to the Airport ramp access / taxiway.

- 3.3 Rent. After issuance of the CO, the Developer, or its assignees (if assignment approved by the City), will receive lease credit at the amount of Six Hundred Fifty and No/100 Dollars (\$650.00) per month for eighteen (18) years as an offset for Developer's cost to construct the Facility. In the year 2040, or after the One Hundred Forty Thousand Four Hundred and No/100 Dollars (\$140,400.00) lease credit has been fulfilled, Developer may lease the Facility for Seven Hundred Seventy-Five and No/100 Dollars (\$775.00) per month, for a term of seven (7) years.
- 3.4 <u>Lease</u>. The actual lease agreement shall be a separate standard Texas commercial lease form acceptable to both Parties. The Lease shall be approved by both Parties prior to Facility construction. Any assignment of the Lease or any sub-lease requires the written approval of the City, which shall not be unreasonably withheld. The Lease may be assigned to heirs of the Developer upon death or incapacity of <u>Sammi and Travis Hill</u>
- 3.5 <u>Bonds</u>. Prior to construction of the Facility, Developer must provide a five (5) year performance and payment bond to the City, with sureties approved by the City and naming the City as additional insured.

4. Rights and Obligations of City.

- 4.1 Fees. All building permit and inspection fees are waived.
- 4.2 <u>Underground Electricity</u>. The City will be solely responsible for the installation of all underground electricity needed to service the Facility. All monthly electrical service will be paid by the City for a period of twenty-five (25) years.
- 4.3 <u>Insurance</u>. The City shall be solely responsible for all property and casualty insurance on the Facility.
- 4.4 <u>Taxes</u>. Any and all taxes that may be assessed against the Facility will be the responsibility of the City.
- 4.5 <u>Maintenance</u>. The City will be responsible for all mowing and weed eating around the Facility.
- 4.6 <u>Pavement</u>. The City will construct and be responsible for fifty percent (50%) of all costs to install pavement from the Facility to the Airport landing strip.
- 4.7 <u>Survey</u>. The City will pay all costs to survey the property around the Facility and assign a 911 address.
- 4.8 <u>Lease</u>. The City will enter into a lease with Developer based on the terms described in Sections 3.3 and 3.4 above.

Miscellaneous.

- 5.1 <u>Mutual Assistance</u>. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 5.2 <u>Representations and Warranties</u>. City represents and warrants to Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to City that it has the requisite authority to enter into this Agreement.
- 5.3 <u>Default</u>. If either City or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party with notice of such default, and a reasonable opportunity to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If Developer remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Developer's breach. If Developer remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Developer's breach.
- 5.4 <u>Attorney's Fees</u>. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between City and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 5.5 <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by City and Developer.
- 5.6 <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 5.7 <u>Amendment</u>. This Agreement may be amended by the mutual written agreement of the parties.
- 5.8 Termination. In the event Developer elects not to construct the Facility as contemplated by this Agreement, Developer shall notify City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. The Developer understands that the City reserves the right to further expand, develop, or improve the Airport, including the early termination of this agreement, in such instance that the continued leasing of the hangar would have a negative impact on any proposed development or improvements at the Airport. This agreement may be terminated regardless of the desires, wishes, or views of the Developer and without interference or hindrance, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan. The City will provide twelve (12) months written notice of termination pursuant to the provisions stated above. If the agreement is terminated early, the City will pay the Developer an amount in cash equal to the difference between the lease credit earned through the actual termination date and \$140,400.
- 5.9 <u>Notice</u>. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:

City of Smithville

PO Box 449 317 Main Street

Smithville, TX / 78957

Attn: City Manager / Airport Manager Email: citymanager@ci.smithville.tx.us

With a required copy to:

Sheets & Crossfield, PLLC

309 E. Main St.

Round Rock, TX 78664 Attn: Charles Crossfield Phone: (512) 255-8877

Email: Charlie@scrrlaw.com

If to Developer:

Sammi and Travis Hill 159 Flower Hill Road Smithville, TX 78957 Phone: (512) 663-9637

Email: sammileehill@gmail.com

With a required copy to:

Ben Schovajsa 236 West Colorado Street LaGrange, TX 78945 Phone: (979) 968-3184

Email: ben@lagrangelawyers.com

Either party may designate a different address at any time upon written notice to the other party.

- 5.10 <u>Applicable Law</u>. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Bastrop County, Texas.
- 5.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.12 <u>Paragraph Headings</u>. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

- 5.13 <u>No Third-Party Beneficiaries</u>. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.
- 5.14 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "force majeure event"). A force majeure event for the purposes of this Agreement shall include, but not be limited to, acts of God; fire; explosion; vandalism; Pandemic Measures; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.
- 5.15 <u>"Pandemic Measures"</u> means any quarantine, cordon sanitaire, "shelter in place," work shut down order, non-essential business designation, occupancy or spacing limitation, protective or cleaning measures, or any other valid law, ordinance or regulation issued in response to a pandemic, or an epidemic occurring in the vicinity of the Project, by a governmental entity with jurisdiction over the Project or the Work, and which hinders or delays a Party's ability to satisfy an obligation of this Agreement.
- 5.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. City, its past, present, and future officers, elected officials, employees, and agent of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the day of	, 2022.
CITY OF SMITHVILLE, TEXAS	
By:Robert Tamble, City Manager / Airport Manager	
Date:, 2022	
SAMMI and TRAVIS HILL	
By: Sammi Hill	
By: Travis Hill	

,2022

Date:

SMITHVILE CRAWFORD MUNICIPAL AIRPORT Hangar Lease Agreement

This Hangar Lease Agreement (the "Agreement") is entered into on this	day of	, 20,
between the City of Smithville ("Lessor"), and Sammi & Travis Hill ("Les	see"); as follows:	

- 1) Premises: Lessor agrees to rent to Lessee space in the following Hangar:

 City-owned Municipal Hangar located at 765 Loop 230 NW / Smithville, TX / 78957 ("Premises").

 Lessee accepts all facilities on the leased premises on an "as is" basis. Lessor disclaims all warranties either express or implied, concerning the Premises, including without limitation the condition, use or fitness of the tie-down rings, ropes or chains used to secure airplane, and lessee assumes full responsibility to furnish any equipment necessary to properly secure its aircraft. Lessee agrees to make no alterations or additions to the leased premises without the prior written consent of the Lessor.
- 3) Use of Premises. The Premises may be used only for the storage, repair, service, or active construction of aircraft. Furnishings / tools appropriate for aircraft maintenance, repair, restoration or construction shall be allowed, subject to applicable FAA Guidelines.
 - a) Lessee agrees that the use of the City-owned hangar (plus any associated apron) shall be limited to the parking / hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored in hangar except in approved automobile parking areas and as agreed upon by Lessor. The temporary storage of Lessee's motor vehicle while Lessee is using the Aircraft shall be allowed as long as such storage does not block ingress / egress of other aircraft stored in the hangar.
 - b) Lessee agrees that he/she will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair or avionics repair, at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate agreement with Lessor.
 - c) Lessee agrees that he/she shall maintain the premises in a neat and orderly manner, broom clean, and in good repair. Lessor shall be responsible for the repair and maintenance of the roof, exterior walls, foundation, and structural members of any City-owned hangars. Lessee shall not permit the accumulation upon the leased property of any refuse, waste, debris, trash, junk, discarded aircraft components and/or discarded personal property.
 - d) Lessee agrees that he/she will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals inside the hangar unless such storage is in approved storage lockers and/or containers. All containers of fuel or hazardous, volatile, and/or dangerous chemicals must be properly labeled with their contents and appropriate hazard warning(s).

- e) Lessee agrees not to fuel or defuel any aircraft parked inside the hangar.
- f) Lessee agrees not to smoke or allow open flame inside the hangar.
- g) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the hangar. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- h) Lessee agrees not to make any additions or modifications to the City-owned hangar unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee.
- i) Lessee agrees that he will not operate any non-aviation related business or activity on/in the land/hangar.
- j) Lessee will be allowed to access the video surveillance system to monitor aircraft stored in the Cityowned hangar.
- k) Lessee will be allowed to access the airport's wireless internet service and utilize the pilot's lounge as necessary for preparation of flight plans and/or maintenance logs on a first-come, first-serve basis. Computer equipment and peripherals (if required) will be provided by Lessee and at Lessee's expense.
- 4) Term: The Primary Term of this Agreement shall be for a period of <u>seven (7) years</u> commencing <u>July 1, 2040</u> and ending <u>June 30, 2047</u> (the "Expiration Date") upon the terms, conditions, covenants and stipulations herein set forth. This Agreement will end on the Expiration Date unless Lessor or Lessee provides at least thirty (30) days written notice to extend the Agreement prior to the Expiration Date. If neither Lessor nor Lessee provides such notice, then upon the end of the Primary Term, the Agreement will continue in effect from month to month on the same terms and conditions, and the Agreement will automatically renew after the end of each month. Either party may terminate the month-to-month agreement by providing notice of intent to terminate, and such termination shall be effective on the last day of the month following the expiration of the thirty (30) days after the date the Notice is given.
- 5) Rent: Total rent for the duration of the Primary term shall be \$65,100.00 payable by Lessee in eighty-four (84) equal installments of \$775.00 with the first such installment due and payable concurrently with Lessee's execution of this Agreement. Each installment thereafter is due and payable on or before the first day of each subsequent month while this Agreement is in effect.
 - a. **Late Charges:** If the Lessor does not receive a rent payment in the full amount due by 5:00 p.m. CST on the 5th day of the month in which it is due, Lessee will pay Lessor a late charge of \$25.00.
 - b. **Returned Checks**: In addition to any late charges, Lessee shall reimburse Lessor for each check Lessee tenders to Lessor that is returned or not honored for any reason. Lessee must make any returned check good by paying such amount(s) plus \$35.00 returned check fee.
- 6) Security Deposit. Immediately upon execution of the Agreement, Lessee shall deposit with Lessor one month's rental installment totaling \$775.00 as a security deposit for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay a rental installment or other charges due hereunder, or otherwise defaults with respect to any provision of this Agreement, Lessor may use, apply, or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate

Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand thereafter deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Agreement.

- 7) Lessor's Right of Entry. Lessor shall have the right (but not the obligation) to enter the Premises at any time for any lawful purpose, including, without limitation, (i) inspecting or exhibiting the Premises; (ii) making repairs to the Premises, or alterations or additions; or (iii) to do any other act. For these reasons, Lessee agrees to use City of Smithville provided lock on hangar access point.
- 8) Insurance. Lessee shall procure and maintain combined single limit aircraft liability insurance of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence, and aircraft hull coverage which warrants is no less than the actual value of the Aircraft. Such policies shall be issued by companies licensed to conduct business in Texas, name the City of Smithville as additional insured, and shall be endorsed to give thirty (30) days written notice to the Airport Manager before cancellation. Lessee shall recover solely from its insurance policies up to the amounts of Lessee's insurance, and waives all claims and rights of subrogation against the City up to such amounts. Certificates of insurance shall be provided to the Airport Manager before lease commencement, and a complete copy of the policies and endorsements must be provided upon request.
- 9) Indemnification. Lessee agrees to indemnify, and defend the City of Smithville, its agents, officers, representatives, and employees, against and hold the City of Smithville, its agents, officers, representatives, and employees harmless from, any and all costs, expenses, fees, fines, penalties, claims, lawsuits, judgments, actions, causes of actions, harm, loss or liability arising from, out of, or in connection with: (a) the use of the Premises by Lessee; (b) the conduct of Lessee's business or anything else done in or about the Premises; (c) any breach or default in the performance of Lessee's obligations under this Agreement; (d) any misrepresentation or breach of warranty by Lessee under this Agreement; and (e) without limiting any of the foregoing, any act or omission of Lessee related to, or in connect with this Agreement. Lessee further agrees that it will not hold the City of Smithville or any of its agents, officers, representations or employees, responsible for any loss in which a producing cause is fire, theft, rain, windstorm, hail, or from any other natural cause, whether said cause to be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, t-hangars, offices, aprons, field, or any other location at the airport; and lessee agrees that the plane, and its contents are to be stored, whether on the field or in the hangars, entirely at Lessee's risk.
- 10) Taxes. Lessee shall timely render to the Bastrop County Appraisal District all aircraft and/or other personal property taxes as may be required by law.
- 11) Change of Status. Lessee agrees to notify Lessor, in writing, within ten (10) days of any change of Lessee's status including address, telephone numbers, or any other information that deviates from the information provided in the Abstract of Terms. Actual notice to Lessor is required.
- 12) Contractual Lien and Security Interest. Lessee grants to Lessor a lien upon, and a security interest in, all fixtures, chattels, and personal property of every kind and description or now or hereafter to be placed, installed or stored, by Lessee at the Premises. Following any nonmonetary breach of this Lease that is not cured within 15 days of notice, or failure to pay rent within 30 days following the due date, Lessor may take possession of and sell such property in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by the Lessor. This contractual lien is in addition to all statutory liens.

- 13) Airport Rules and Regulations. Lessee shall abide by all rules and regulations of the Federal Aviation Administration, State of Texas, and City of Smithville, and of all other duly constituted public authorities having jurisdiction. The City of Smithville's Airport Rules and Regulations are set forth in Article 1.700 of the City of Smithville Code of Ordinances. Lessee understands that the rights granted under this Agreement are nonexclusive, and Lessor reserves the right to grant similar privileges to other Lessees.
- 14) Events of Default. Any one or more of the following shall be events of default by Lessee under this Agreement: (1) failure to pay any rent due under this Agreement or failure to provide and maintain insurance set forth herein and such failure shall continue for a period of ten (10) days; (ii) failure to comply with the Rules and Regulations established for the Airport (whether existing on the date on which this Agreement is executed or as hereafter amended or adopted); (iii) permitting or allowing and act to be done any act which results in a lien being filed against the Premises; and (iv) violation of any other term, provision, or covenant of this Agreement.
- 15) Remedies. Upon the occurrence of any event of default set forth in this Agreement, Lessor shall have the option to pursue any one or more of the following remedies:
 - a. Lessor may terminate this Agreement and repossess the Premises and be entitled to recover as damages a sum of money equal to the total of: (i) the cost of recovering the Premises (including attorneys' fees and costs of suit); (ii) the unpaid rent earned at the time of termination; and (iii) any other sum of money and damages owed by Lessee to Lessor.
 - b. At any time after an event of default by Lessee has occurred, Lessor shall have the right to (i) change or modify door locks on entry doors to the Premises and/or (ii) terminate all utility services to the Premises, and/or (iii) attach a lock to the aircraft stored in the Premises and such right to modify or change locks, terminate utility services and/or attach a lock shall continue so long as Lessee remains in default.
 - c. After terminating this Agreement, Lessor may, without notice to Lessee or any other party, remove any and all personal property located in the Premises and either dispose of or store such personal property at Lessee's expense.

All rights and remedies of Lessor herein or existing at law or inequity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the exercise of any other. Waiver by Lessor of any defaults or breaches by Lessee of any provisions of this Agreement shall not bar Lessor thereafter from requiring prompt performance by Lessee of the obligation of this Agreement, nor shall Lessor be barred thereafter from immediate exercise of any of Lessor's rights or remedies in case of continuing or subsequent default or violation by Lessee.

- 16) Venue. If Lessor deems it necessary to retain legal counsel to enforce the terms of this Lease, whether before suit or to represent Lessor in litigation, Lessee shall pay as additional rent all fees and costs of such counsel incurred by Lessor. In the event of any action under this Agreement, venue for all causes of action shall be Bastrop County, Texas. The parties agree that the laws of the State of Texas shall apply.
- 17) Sublease and Assignment. Lessee shall not assign, sublet, or furnish, with or without fee or charge, to any other person, any office, hangar, storage space, field storage privilege or any other right or privilege in or on any Airport property without the expressed written consent of the City.
- 18) Notices. All notices under this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, when deposited in United States mail, postage paid, registered or certified mail,

return receipt requested, addressed to the parties at the address indicated below, or at such address as may have specified by written notice delivered in accordance with this Section.

TO CITY:

City of Smithville ATTN: Airport Manager PO Box 449 Smithville, Texas 78957 (512) 237-3282

TO LESSEE:

Sammi & Travis Hill 159 Flower Hill Road Smithville, Texas 78957 (512) 663-9637

19) Entire Agreement. This is the only Agreement between the parties concerning the Premises. It consist of 19 Sections, the Abstract of Terms, any addenda, and all subsequent Notices as provided herein. Thi Agreement may not be changed in any respect by either party except by written agreement.	ts is

Lessee	Lessor (City of Smithville)
Date	Date

City of Smithville Airport Hangar or Tie-Down Agreement ABSTRACT OF TERMS

Lessee Information:	
Lessee Name:	
Contact Name:	
Mailing Address: _	
City, State, and Zip code: _	
Home Phone: _	
Cell Phone: _	
Office Phone: _	
Fax: _	
Email Address: _	
Emergency Contact Information:	
Emergency Contact Name: _	
Emergency Contact Number: _	
Emergency Contact Email: _	
Description of Aircraft:	
Tail Number: _	
Insurance:	
1	
Rental Terms:	
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Sammi and Travis Hill Hangar Proposal

	Hangar Cost	Monthly Credit	Years	Rent / Month	Term (Years)	Annual Revenue	Term Revenue	Hangar Size	sq ft.	\$\$\$ per ft2
r	140,400	\$650	18.00	\$775	7	\$9,300	\$65,100	40 x 70	2800	\$0.23

Market Rate for Hangar Rental per ft² @ 84R

\$350 / month for 30' x 40' Hangar = \$350 / 1200 = \$ 0.29 / ft2 \$650 / month for 40' x 70' Hangar = \$650 / 2800 = \$ 0.23 / ft2

Notes:

- 380 Economic Development Agreement
- 18-year "lease credit" term @ \$650 per month = \$140,400 Initial investment = \$140,000 (2022-2040)
- 7-year rental @ \$775 / month = \$65,100 Revenue to City
- Tax savings for donation (\$140,000 / 100 x \$0.5490) = \$768 / yr
- Sub-lease or business operation requires written consent of City
- Agreement may be assigned to heirs upon incapacity or death
- Hangar to be located per approved TXDOT Aviation Airport Layout Plan
- Agreement will require legal review and City Council approval

Obligations of Hill:

- Hangar to be donated to City upon completion
- Must follow all airport rules and regulations as tenant
- Must provide 5-year performance warranty

 Must spend minimum \$140k to build 40 x 70 (2800 ft² hangar) \$140,400 \$10,000 50% cost share for pavement to/from hangar Must pay monthly rent @ \$775 for 7-years (84 months) in 2040

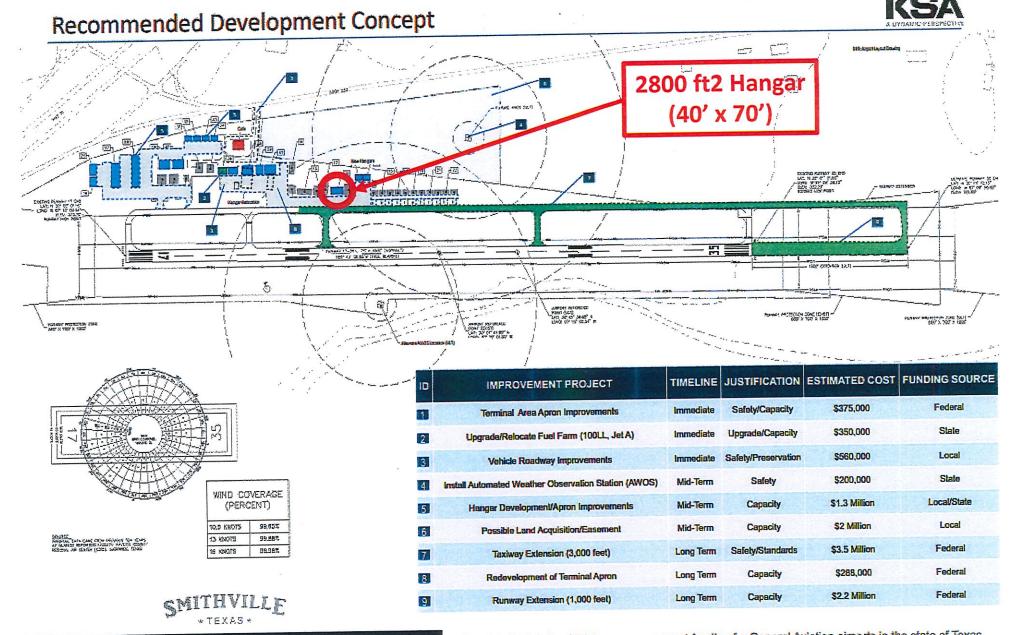
\$65,100 \$215,500

Obligations of City:

 Building permit and inspection fees to be waived 	\$840	
 Installation of underground electric to be paid by City 	\$3,000	
• Insurance paid by City (\$350 / year)	\$8,750	
 Monthly Electric Service paid by City (\$100 / month for 25 years) 	\$15,000	
• Taxes - City (\$140k Value / 100 x \$0.54901) = \$19,270	n/a	
 Maintenance around hangar (mowing, weed-eating) = \$75 / mo 	\$22,500	
 50% cost share for pavement to/from hangar 	\$10,000	
 City to survey property and assign 911 address 	\$4,500	
	\$64,590	

Benefits

- City gains \$140k donated capital asset and \$65k future revenue
- Tenant gets to "purchase" 25-years of dedicated hangar space in city-owned hangar
- Enables airport expansion per approved TXDOT Aviation Airport Layout Plan (ALP)



SMITHVILLE CRAWFORD MUNICIPAL AIRPORT

DEVELOPMENT PLAN -

The TxDOT Aviation Division oversees grant funding for General Aviation airports in the state of Texas, known as a block grant state. Funding is eligible for cities and counties to obtain and disburse federal and state funds for these airports included in the 300-airport Texas Airport System Plan (TASP). Most grant items funded through this program are a 90/10 cost share and Smithville-Crawford Airport is eligible for Federal Non-Primary Entitlement funding that is allocated at \$150,000 per year.



154 Bootlegger Lane - Yoakum, TX 77995

(361) 293-0219 FAX (361) 293-5625 tmmckee@yahoo.com

APPROVAL OF MCKEE CONSTRUCTION DRAWINGS INDICATE THAT MCKEE CONSTRUCTION CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS, WHERE DISORDEPANCIES EXIST BETWEEN THE MCKEE CONSTRUCTION, PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS SHALL GOVERN, (SECT. 4.2.1 AISC CODES TRADARD PRACTICES THE DISORDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY MCKEE CONSTRUCTION ON ARE THE RESPONSIBILITY OF THE CONTRACTORS AND ENGINEERS OTHER THAN MCKEE CONSTRUCTION UNLESS SPECIFICALLY INDICATED.

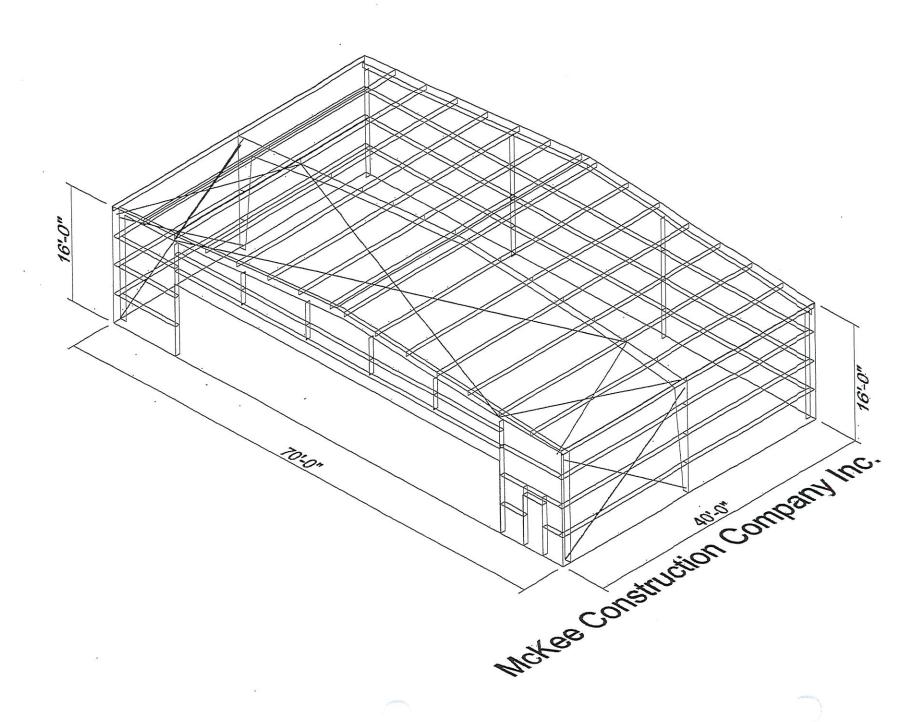
MCKEE CONSTRUCTION COMPANY INC. WARRANTS ALL LABOR AND MATERIALS ON ERECTED BUILDINGS FOR 1 YEAR FROM DATE OF COMPLETED ERECTION, INCLUDING OVERHEAD DOOR MAINTAINENCE. ALL OTHER WARRANTS ALL SET FROM COMPONENT MANUFACTURER FOR PRODUCT ADVERTISED PERIOD.

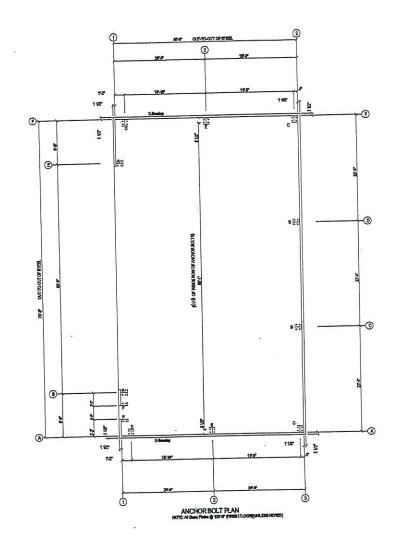
ROOF PANELS:

BUILDING LOADS I DESCRIPTION.		
	COLOR:	Galvalume 25ga.
WIDTH: 70 LENGTH: 40 HEIGHT: 16 / 16 (BUILDING DIMENSIONS ARE NOMINAL REFER TO PLANS).	WALL PANELS:	
THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY:	COLOR:	Crimson Red
THE CONTRACTOR IS TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.	TRIM COLORS:	Polar White
ROOF DEAD LOAD: 2.000 PSF (ROOF PANELS & PURLINS)	CORNER:	Polar White
COLLATERAL LOAD: 0 PSF	EAVE:	Polar White
ROOF LIVE LOAD: 20.00 PSF	FRAMED OPENINGS:	Polar White
ROOF SNOW LOAD: 3.5 PSF		
BASIC WIND SPEED: 112 MPH	LINER PANELS:	2.5
SEISMIC ZONE: A	·COLOR:	N/A
IMPORTANCE FACTORS:	-0010/1.	
WIND LOAD: 1.00	LINER TRIM:	
SNOW LOAD 1.0	COLOR:	N/A
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OTHER LOADS	SPECIAL NOTES:	

PURCHASER: Travis and Sammi Hill PROJECT:

JOB NUMBER: hillhanger





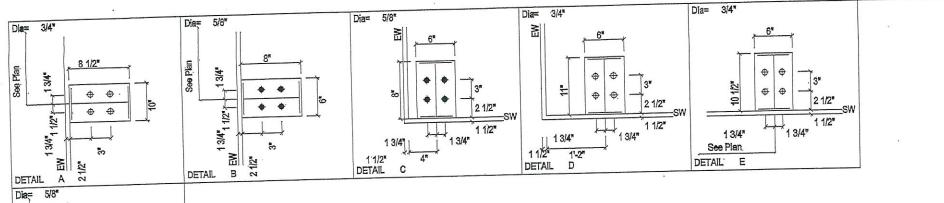
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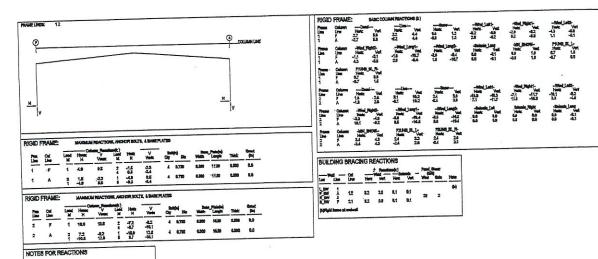
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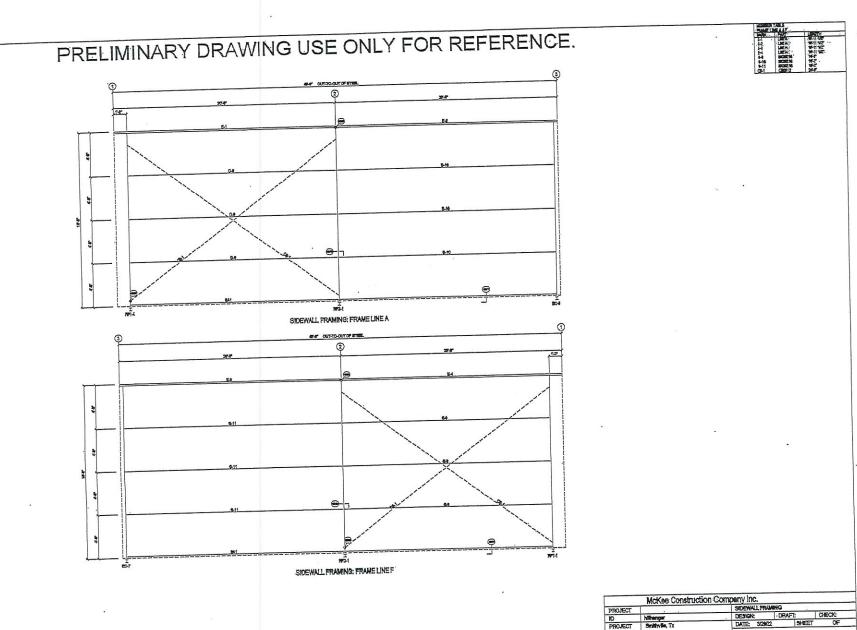
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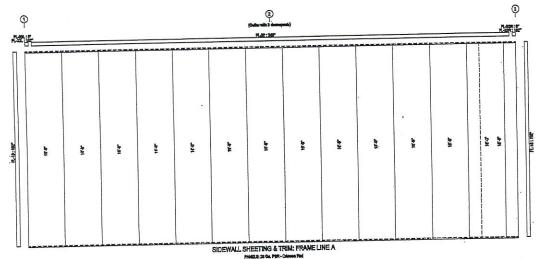
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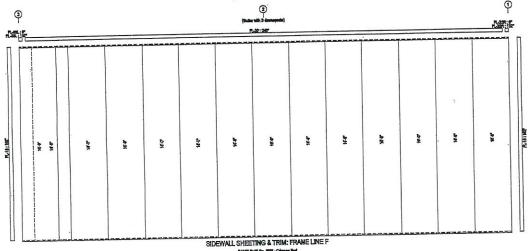
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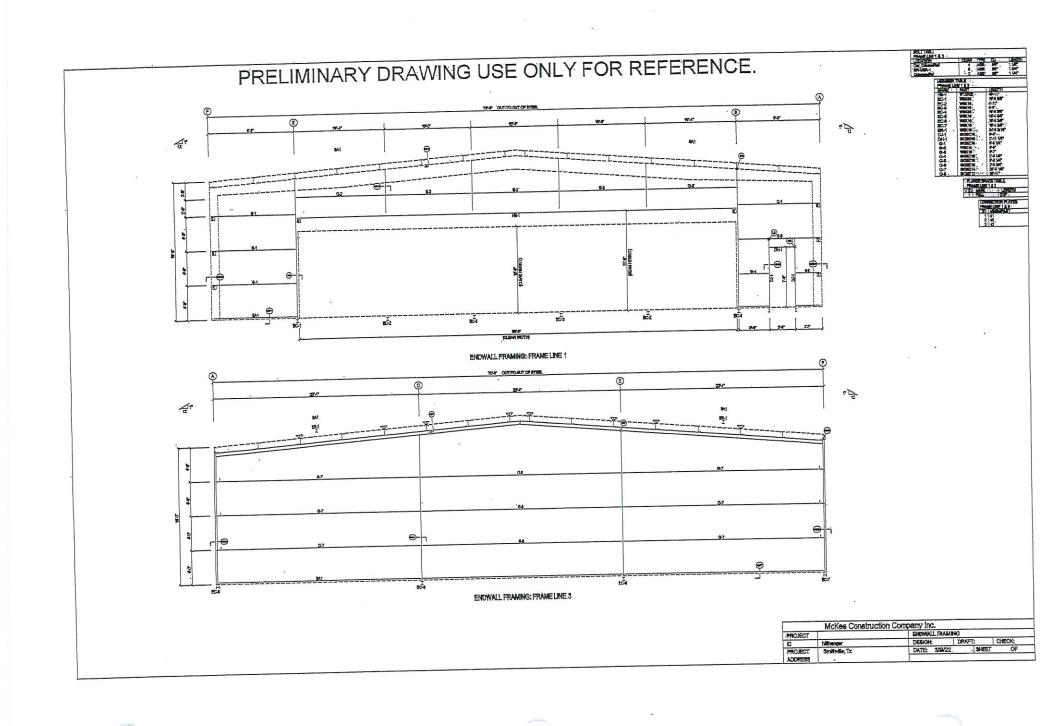
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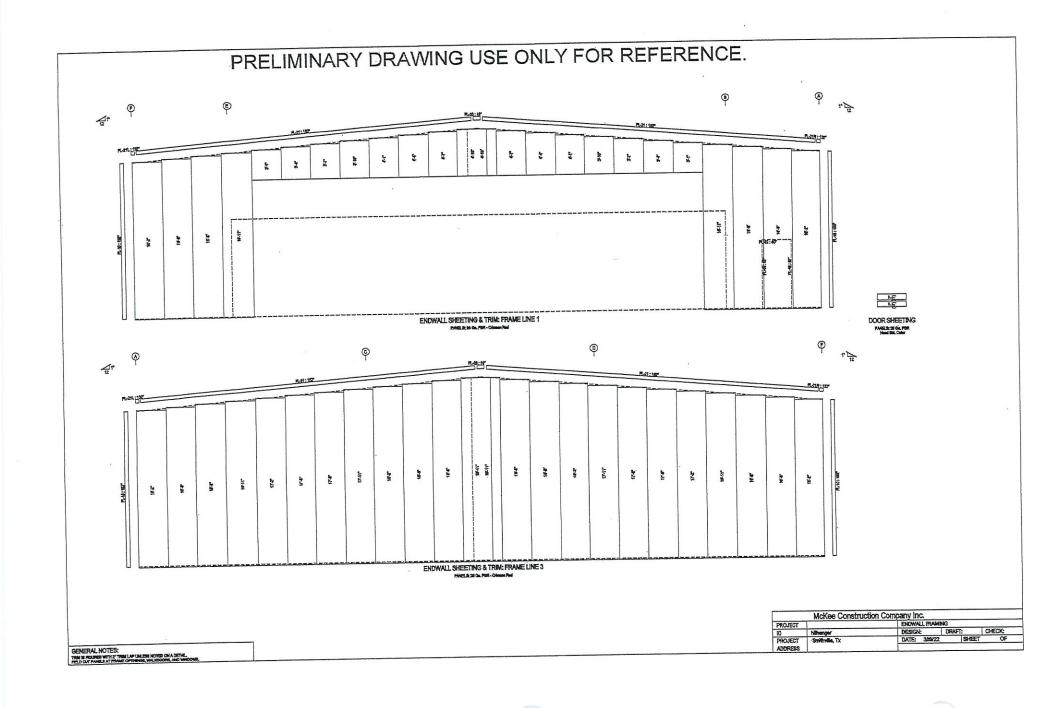




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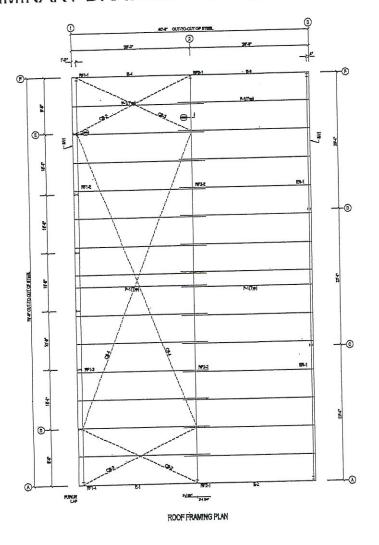
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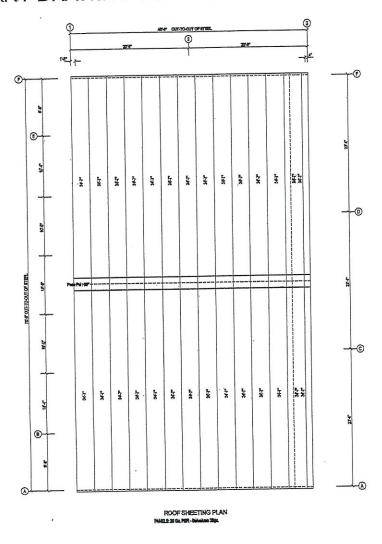
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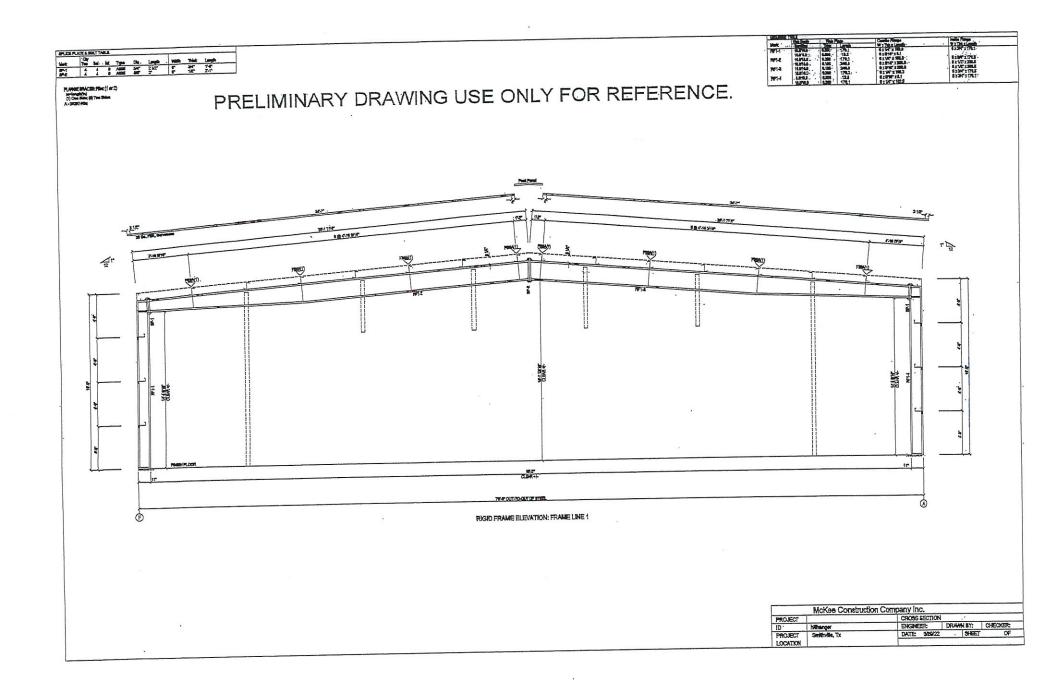


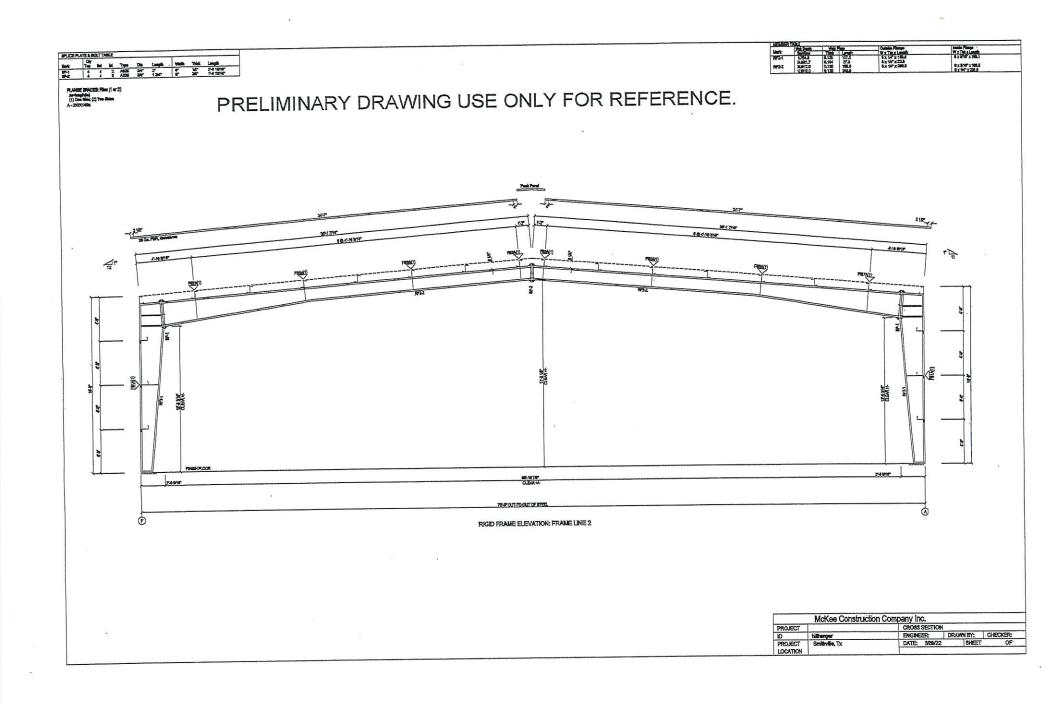
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Item # 14



RFQ Engineering Services Contract for the 2020 TXDOT (23CFR 172) TA Set-Aside Pedestrian Walkways

Engineering Firm	Address	Phone	Work Experience Max Points = 60	Work Performance Max Points = 25	Capacity to Perform Max Points = 15	Total Score
BEFCO Engineering, Inc.	485 N Jefferson / La Grange, TX / 78945	979-968-6474	59	25	15	99
KSA Engineering	4833 Spicewood Springs Rd. Suite 204 / Austin, TX / 78759	903-236-7700	59	25	14	98
The Goodman Corporation	3200 Travis St./Suite 200/ Houston, TX/77006	713-951-7951	53	25	15	93
TRC	505 East Huntland Drive/Suite 250/ Austin, TX 78752	512-454-8716	54	25	14	93
Entheos Engineering	302 Pine View Loop/ Bastrop, TX / 78602	512-629-7142	47	24	13	84

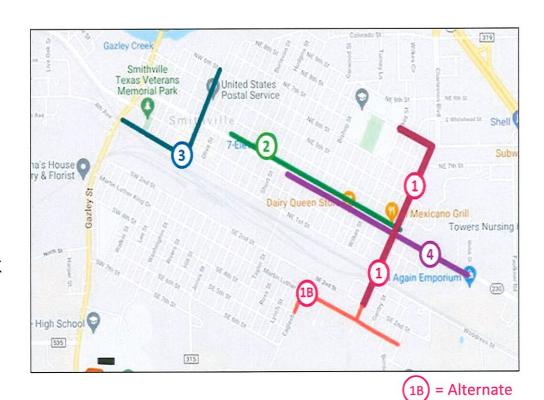
Proposals for engineering services (i.e., Request for Qualifications) for the 2020 TXDOT (23CFR 172) TA Set-Aside Pedestrian Walkway program were received on 4/22/22 and reviewed by the City of Smithville on 5/26/22. Experience, work performance, and capacity to perform were criteria used by the City staff to evaluate / differentiate each engineering consultant's qualifications. Five (5) Engineering services consultants submitted their qualifications. BEFCO Engineering, Inc. received the highest score with a total of 99 points. As such, it is the decision of the evaluation team to recommend **BEFCO Engineering, Inc.** to the City Council on **Monday, June 13, 2022** for consideration / selection as the Engineering services firm to design and manage the 2020 TXDOT (23CFR 172) Set-Aside Pedestrian Walkways.

Current Infrastructure Projects



Safe-Routes-To-School (SRTS) / TA Set-Aside Sidewalks

- **\$2.9M in** TXDOT funding for ADA-compliant sidewalks and ramps:
- SRTS Sidewalks from Smithville Elementary School 8th Street to Marburger / Miller - \$878k (PINK LINE - NO MATCH)
- 2 TA Set-Aside Sidewalks Loop 230 from Gresham to McSweeney \$618k (GREEN LINE \$154k MATCH / FY22)
- TA Set-Aside Sidewalks Main Street ADA Ramps and 1st Street Sidewalks \$540k (BLUE LINE- \$135k / FY23)
- TA Set-Aside Sidewalks Loop 230 from Mills to Webb (south) \$875k
 (PURPLE LIINE PENDING AWARD)



STATUS:

- RFQ Awarded to KSA Engineering to design and manage project per Council action on 1/11/21. Survey complete.
- Construction scheduled for October 2022

