



# Liberty Airport Advisory Board Meeting

~ Agenda ~

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

936-336-3684

Thursday, November 14, 2024

3:00 PM

City Council Chambers

## Order of Business

### 1. Call to Order

### 2. Approval of Minutes

a. October 3, 2024

### 3. Public Comments

Public Comments shall not exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting shall be placed on a future agenda for action or the item referred to the Assistant City Manager/Economic Development and Staff for study or conclusion.

### 4. Presentations/ Reports

- a. Review October Operations Report
- b. Review October Financial Statement

### 5. Old Business

- a. Review Maintenance Projects
- b. Review Other Projects

### 6. New Business

- a. Review Fuel Prices
- b. Review Upcoming Construction Projects
- c. Discussion and possible action on updating the airport lease agreement
- d. Ongoing Discussion of Board-Driven Items

### 7. Adjournment

#### CERTIFICATION

*I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 7th day of November, 2024 by 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.*

*April Gilliland*

April Gilliland, City Secretary

*In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684. The building is wheelchair accessible.*



## **The City of Liberty Airport Advisory Board**

**Council Chambers  
1829 Sam Houston, Liberty, TX 77575**

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Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

April Gilliland  
City Secretary  
936-336-3684

**~ Minutes ~**

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**Thursday, October 3, 2024**

**3:00 PM**

**City Council Chambers**

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### **1. Call to Order**

This meeting was called to order on October 3, 2024 in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 3:05 p.m. by Board Member Chris Jarmon.

Members present: Chris Jarmon, Mark Bush, Mike Ely, Bruce Blake

Members absent: Bruce Mullinix

Others present: Phil Robertson, April Gilliland, Madi Key

### **2. Approval of Minutes**

#### **a. August 21, 2024**

The minutes of the August 21, 2024, meeting were reviewed. Mark Bush made the motion to approve minutes, and Mike Ely seconded. The motion passed 4 to 0.

### **3. Public Comments**

Mark Bush stated that a Thank You card was received from Council Member Debbie Dugger if any of the board members want to read it.

### **4. Presentations/ Reports**

#### **a. Review August & September Operations Report**

Chris Jarmon, Board Member and Assistant City Manager/Community Development, emailed the full reports to the board members and asked the board to let him know if they had any changes or concerns regarding the reports.

#### **b. Review September Financial Statement**

Chris Jarmon, Board Member and Assistant City Manager/Community Development, went over the September 2024 Financial Statement enclosed in the agenda packet. This report summarizes revenues and expenditures for the Liberty Municipal Airport. Mark Bush asked the status of the Capital Projects payments and about the RAMP Grant reimbursement for maintenance.

### **5. Old Business**

#### **a. Review Maintenance, Software and Other Projects**

Board Members reviewed and discussed the following topics:

1. Community Hangar - Richard Godfrey has been working on the doors of the community hangar since September 3
2. RAMP Grant - City Council approved the airport's FY25 routine area maintenance grant (RAMP) with TxDOT on September 24. The grant provides for 90% reimbursement on allowable maintenance expenses at the airport, up to \$100,000.

Community Hangar Doors have been worked on by Richard Godfrey since September 3 and are almost completed. The rent for the community hangar could be raised once it is in compliance.

Chris Jarmon advised the board that the TxDOT Aviation Ramp Grant for FY 2025 has been approved for maintenance reimbursement for up to \$100,000.

## 6. New Business

### a. Discuss Budget & Airport Fees

The budget for Fiscal Year 2024 – 2025 has been approved by City Council. It includes money reserved for the Masterplan and the wildlife fencing projects. The new budget also includes the \$100,000 in RAMP Grant reimbursement

### b. Discuss Texas Transportation Commission

The next scheduled meeting for the Texas Transportation Commission (TTC) is on October 31, 2024. The TTC will consider funding the wildlife fencing project. If approved, the wildlife fence project will have the proposed timeline:

- November 2024 – Project advertised
- December 2024 – Bid Opening
- March 2025 – Construction Start

TxDOT will manage the project once it is started.

### c. Discuss Items Requested by Board Member Mark Bush

1. Setting up a regular recurrent meetings schedule – the board agreed to meet the first Thursday of each month at 3:00 pm in the council chambers.
2. Communication with stakeholders and tenants – a mailing list of email addresses needs to be created to get information out to tenants and people interested in the airport. This way communication can be seamless and prompt. May need to create a list serve group and maybe a “friends of the airport” group similar to what the library has created.
3. Social media and tools – the board wanted to know if a Facebook page could be created. If a Facebook page is created the city would oversee the page. The board could create a group account to communicate with each other. Further discussion would be needed after more research to see what all options are available.

4. Orientation to the share drive – Mark Bush has created a share drive for the advisory board to use and will send access to the board members after the meeting. Mark explained that the share drive contains all the documents they have created for presentations and discussions over the past 2 months.
5. Fly-In planning – Ideas have been downloaded to the share drive. Need to know what activities to include: Food Trucks, face painting, aerobatic planes, etc. Do we want to include AOPA? What is the budget for the Fly-in and what areas of the airport can and cannot be used. Set the date for the fly-in next meeting. Would like to get service groups involved, such as Lions club, rotary and churches. Board to take lead on organizing Fly-in. Keep the first Fly-in simple.

d. Discuss Items Requested by Board Member Bruce Mullinix

1. Review of Lease Agreements – The current lease agreement provided to lessees needs to be reviewed for potential amendments.

The items below were identified by the board as potential improvements to the current lease agreement.

- Developing a method to update the contract once a year for the purpose of updating contract language as environments and regulations change and the ability to update contact information.
- Reviewed a potential amendment to address non-airworthy/inactive/retired aircraft being stored in hangars.
- Addressing the need to add fire extinguisher to hangars.
- Review and possible updates for a key deposit, around the issue of keys not being returned.

7. Adjournment

With no further business the meeting was adjourned at approximately 4:24 p.m.

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review October Operations Report

**Department:** Airport

**Subject:**

**Background:**

**Funding Source:**

**Staff Recommendation:**

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review October Financial Statement

**Department:** Airport

**Subject:**

**Background:**

**Funding Source:**

**Staff Recommendation:**

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review Maintenance Projects

**Department:** Community Development

**Subject:** Review Maintenance Projects

**Background:**

1. Community Hangar – Door (Richard Godfrey) - Work has been completed
2. Community Hangar – New Lighting (Texas Elite)
3. Community Hangar – Painting
4. Herbicide Spraying
5. Weed Eating

**Funding Source:**

**Staff Recommendation:**

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review Other Projects

**Department:** Airport

**Subject:** Review Other Projects

**Background:**

1. Wildlife Fence – Approved by the Texas Transportation Commission on 10/31/2024. Liberty paid our local match (\$145,000) to TxDOT on 11/01/2024.
2. Fees - Hangar rates were not increased
3. Website - The names of board members have been added to the website (<https://www.cityofliberty.org/municipal-airport>)

**Funding Source:**

**Staff Recommendation:**

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review Fuel Prices

**Department:** Airport

**Subject:** Review Fuel Prices

**Background:**

1. 100LL = \$4.15
2. Jet A = \$3.35
3. AirNav: <https://www.airnav.com/fuel/local.html>

**Funding Source:**

**Staff Recommendation:**

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Review Upcoming Construction Projects

**Department:** Airport

**Subject:** Review Upcoming Construction Projects

**Background:** Update to ALP – Programmed for FY26

1. Nighttime approach for runway 16
2. Instrument approach for runway 34
3. MAGVAR update

Local match for this project (\$50,000) approved by LCDC in their FY25 budget.

**Funding Source:**

**Staff Recommendation:**

# CITY OF LIBERTY

## Airport Advisory Board Agenda Item Form

**Meeting Date:** November 14, 2024

**Agenda Wording:** Discussion and possible action on updating the airport lease agreement

**Department:** Airport

**Subject:** Airport Lease Agreement

**Background:** At the October 3rd meeting, board member Bruce Mullinix requested that the airport lease agreement be reviewed. The board has been working to revise the lease agreement and board member Mark Bush has shared that lease agreement with the board via his shared drive. Staff has reviewed that document and made modifications to it.

The proposed updated lease agreement is attached for your review. The revised agreement includes three main updates:

1. Clarifies that contact information will be shared with the Airport Manager
2. Clarifies that when contact information is changed, that change must be shared with the City or Airport Manager
3. Clarifies that keeping an inoperable aircraft for sixty (60) consecutive days could result in the tenant's lease being terminated

The board must decide if they want to require tenant's to provide fire extinguishers

If approved by the board, these changed will need to be review by the City Attorney and approved by the City Council.

**Funding Source:** n/a

**Staff Recommendation:**

# Liberty Municipal Airport

## HANGAR AND GENERAL LEASE AGREEMENT

1. **Parties.** As used in this lease, the AIRPORT/LESSOR is the CITY OF LIBERTY, TEXAS, and the TENANT/LESSEE is: \_\_\_\_\_  
CUSTOMER # \_\_\_\_\_

Tenant's contact information:

Address \_\_\_\_\_

Work Phone Number \_\_\_\_\_

Cellular Phone Number \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact Information:

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

2. **Rent.** The rental rate shall be set by the City of Liberty City Council Airport Fee Ordinance. If Tenant pays for one full year in advance Lessor will give Tenant one month free. If any monthly rental is not paid on or before the tenth (10<sup>th</sup>) day of each month, a late fee of 10% of the monthly rent will be applied to each month's rental not paid by the 10<sup>th</sup> day. Tenant's right to possession and all of the City's obligations hereunder are expressly contingent on the prompt payment of rent. Failure to pay rent on the first day of the month may result in termination of the agreement.
3. **Deposit.** A deposit equal to one month's rent is required for each hanger. The deposit shall be returned after lessee vacates the hangar, so long as the rent is current, the hangar

is not damaged, and the hangar is clean. If the hangar key is not returned, the cost to rekey the hangar will be deducted from the deposit.

4. **Term.** This lease is a month-to-month lease beginning on \_\_\_\_\_. Rent is due on the first day of each month. Tenant does hereby acknowledge and consent to the City's right to terminate this Agreement by giving thirty (30) days written notice if, in the sole judgment of the City, such termination is necessary or desirable for any reason consistent with the Airport Master Plan development and/or operational needs of the Airport. City reserves the right to terminate this agreement for violation of any portion of the agreement, including but not limited to, non-payment of rent and unauthorized use of the hangar. The payment is considered timely if it is postmarked by the first of the month. The rent payment is late if it is paid and/or received ten days after the first of the month. All payments should be made to the following address:

City of Liberty  
1829 Sam Houston  
Liberty, Texas 77575

5. **Leased Area.** Lessor does hereby lease to Lessee Hanger Number \_\_\_\_\_. The Hangar shall be used and occupied by Tenant for the storage of the following described aircraft:

\_\_\_\_\_  
\_\_\_\_\_

Aircraft Type \_\_\_\_\_ Registration No./Identifier No. \_\_\_\_\_

6. **City of Liberty Airport's Rules and Regulations, Minimum Standards and Hangar Lease.** The City of Liberty Airport Rules and Regulations, City of Liberty Airport's Minimum Standards, and the Hangar Lease, as revised by the City Council, are incorporated into the terms and conditions of this lease. The Airport will provide each lessee with a copy of the current rules and regulations when the lease is executed. Any subsequent revisions to the rules and regulations will be mailed to the lessee at the address listed above.
7. **Assignment or Subletting.** Tenant may not sublet or assign this lease without the City of Liberty City Manager or his designee's written approval.
8. **Airport's Responsibilities.**
- a. *Maintenance and Repairs to Hangars.* Tenant agrees to accept all facilities in an "as is" condition and the City is responsible and will pay the expenses of maintaining and repairing the structural components of the Hangar including doors and door mechanisms and the Tenant shall be responsible for repairing damages to the Hangar caused by the Tenant, its employees, agents, or guests.

- b. *Locks and Keys.* Airport agrees to furnish each Tenant two keys to their Hangar. A Master key will be kept by the City to access the hangar to perform repairs and/or inspections. The Airport agrees to use a master-key log book, which will detail which employee used the master key to access a hangar.
- c. *Security Gates.* Each Tenant will be provided with the code. Every person receiving the gate code that is not on the lease will have to fill out a separate information form.

## 9. Tenant's Responsibilities.

a. Tenant agrees to provide the City or Airport Manager with updated contact information if his or her information changes. The tenant agrees and understands that the contact information provided above may be shared with the Airport Manager.

~~a.b.~~ Tenant agrees to not constitute a nuisance or disturb or endanger other tenants of the Airport or unreasonably interfere with their use of the Airport.

~~b.c.~~ Tenant agrees to cover the cost of cleaning up any hazardous material spill on the leased premises if the spill is caused by the Tenant, its agents, guests, invitees, or employees.

~~e.d.~~ Tenant agrees that hazardous materials, as defined by the Texas Commission on Environmental Quality (TCEQ) and the EPA, shall not be stored in a hangar unless the materials are stored in accordance with the TCEQ and EPA's rules and regulations, and The City of Liberty's Fire Code. Tenant also agrees to comply with the City of Liberty Airport's Spill Prevention and Countermeasures Plan (SPCC) and Storm Water Pollution Prevention Plan (SWPPP). Both plans are on file with the Airport administrative offices.

~~d.e.~~ Tenant agrees to keep the hangar premises clean and orderly. No flammables, oily rags, trash, etc., will be allowed to accumulate. Each hangar will contain a low volume spill of environmentally sensitive material.

~~e.f.~~ Tenant agrees to secure airplane when it is not in use.

~~f.g.~~ Tenant agrees to maintain, at its own expense, for the benefit of itself and the City as an additional insured, liability insurance for property damage or personal injury or death arising as a result of Tenant's occupation of the leased premises in the minimum limits as listed below:

| <u>Amounts</u> |                                                   |
|----------------|---------------------------------------------------|
| \$250,000      | Each person                                       |
| \$500,000      | Each single occurrence for bodily injury or death |

\$100,000

Injury to or destruction of property for each single occurrence

- g. Because of the hangars' limited electrical capacity, the tenant agrees to use the installed lighting and electrical distribution system as it was originally configured, and to limit the use of electrical accessories in the hangar to lights, heaters, small hand tools, and other low-current draw devices. Tenants are to take care to not overload the Airport's main circuits and individual T-Hangar circuits.
- h. Tenant agrees to not operate aircraft engines in a hangar, or with propeller blast directed toward any hangar door, hangar, or other aircraft.
- i. Tenant agrees to dispose of used oil in Airport approved receptacles.
- j. Tenant agrees to not alter the hangar walls, its structure and/or its electrical system without written approval.

k. Tenant agrees that the hangar is for the express purpose of housing aircraft and aircraft-related items.

~~k.l.~~ Tenant agrees to not store an inoperable aircraft on the leased premises for more than sixty (60) consecutive days unless undergoing continuous repair or restoration to return the aircraft to airworthy status. If an inoperable aircraft is stored on the premises for more than sixty (60) consecutive days, the lease agreement, upon proper notice to the tenant, may be terminated by the City Manager or his or her designee and the aircraft may be removed from the property at the tenant's cost.

~~l.m.~~ \_\_\_\_\_ Tenant agrees to provide and replace all light bulbs in the hangar.

~~m.n.~~ \_\_\_\_\_ Before any exceptions are permitted to the items listed under Tenant's Responsibilities, the tenant must receive from the City of Liberty City Manager or his designee, written permission for the exception.

**10. Entire Agreement.** This agreement contains the entire agreement between the Tenant and the Airport, and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein shall be of any force or effect. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

**11. Maintenance of Aircraft.** Tenant may not store any other items, goods, or equipment on the rented premises except those necessary for and used in the storage of aircraft or in the routine pre-flight owner maintenance of aircraft. If the Tenant uses the Hangar for "non-aviation" purposes, defined as "not have any airplane or aircraft stored in Hangar for ten (10) days" the City Manager or his/her agent ("Agent") reserves the right to terminate the Agreement upon thirty (30) days notice to Tenant. No major maintenance or repair of an aircraft shall be performed, however, such minor maintenance as would normally be performed by an aircraft owner, without the benefit of an aircraft mechanic is permissible.

No spray painting of aircraft or any other property will be allowed under any circumstances. Under FAA Order 5190.6A, the Tenant is allowed to perform maintenance on the aircraft within/on the leased premises with its own equipment, employees, and/or agents. This maintenance must not be done in a manner that is unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others.

- 12. Inspection.** The Airport may, with prior notice to the Tenant, enter and inspect the hangar for the purpose of ensuring the Tenant's and the Airport's compliance with its obligations under this lease. Before entering the hangar, the Airport will make its best efforts to contact the Tenant. If the Airport is unable to contact the Tenant before its employees enter the Tenant's hangar, the Airport employees will notify the Tenant (e.g. by leaving a note or card) that they were in the hangar. In the event of an emergency, however, the Airport may enter the hangar without prior notice to the Tenant.
- 13. Default.** If Tenant is in default, the Airport shall send written notice to the Tenant. If the Tenant does not cure the default within 30 days of the mailing notice, the Airport may enter the premises without the necessity of filing a forcible entry and detainer suit. If there is property within the hangar, the Airport must follow the procedures listed under the "surrender of possession" section. For purposes of this lease, "default" means failing to pay rent, or failing to comply with any provision of this lease, the City of Liberty Airport's Minimum Standards, or the City of Liberty's Rules and Regulations.
- 14. No Waiver.** Tenant agrees that failure to enforce any violation of the lease, the minimum standards, or rules or regulations, does now waive the Airport's right to find Tenant in default.
- 15. Surrender of Possession.** On the expiration or other termination of this agreement, Tenant's rights to use the hangar shall cease and Tenant shall vacate the hangar without unreasonable delay. Tenant must remove its property from the hangar before or on the expiration or termination of this agreement. Within thirty days of the expiration and/or termination of this agreement, the Airport must send written notice to the tenant that the hangar contains property that may be forfeited to the Airport. This notice must list all the property contained in the hangar. If Tenant fails to remove its property from the hangar after this notice, the property will be deemed abandoned, and become the property of the Airport, which must dispose of the equipment under the City of Liberty's guidelines for disposal of abandoned property. The Airport has a lien against all property located in the hangar in the amount of the outstanding rent, and/or property damaged, if any.
- 16. Warranty.** Tenant agrees that the Airport does not make any express or implied warranties concerning the hangar premises or the equipment thereon. Tenant also agrees that it has inspected the premises and accepts the current condition of the hangar.
- 17. Notices.** All notices and requests required or authorized under this agreement shall be in writing and sent by both regular and certified mail, return receipt requested, to the address for the Tenant as stated in this agreement. The Tenant is responsible for maintaining a current address on file with the City of Liberty City Manager or his designee's office.

- 18. Severability.** If a provision of this lease is declared void or illegal by a court or administrative agency, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 19. Termination.** Upon termination of this lease for any reason, the Tenant must surrender the leased premises in substantially the same condition as existed at the beginning of the lease, normal wear and tear excepted.
- 20. Renewal.** This lease shall be automatically renewable subject to the fee rates outlined in the City's Airport Fee Ordinance. Either party can choose not to renew the lease agreement by giving the other party 30 days written notice of said desire.
- 21. Stored Property.** Except as otherwise provided herein, all property kept, stored or maintained on or within the hangar premises by Tenant shall be kept at the Tenant's sole risk and Tenant shall be responsible for compliance with all health and environmental laws and regulations with regard to such property.
- 22. Indemnity.** TENANT AGREES TO IDEMNIFY AND HOLD THE CITY, ITS OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS ARISING FROM THE CONDUCT OR MANAGEMENT OF THE TENANT'S ACTIVITIES ON THE LEASED PREMISES OR FROM ANY ACT OF NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. WHETHER SUCH DAMAGE OR INJURY ARISES FROM THE ACTS OR OMISSION OF TENANT, ITS AGENTS, CONTRACTORS, LICENSEES OR INVITEES SOLEY OR IN CONJUNCTION WITH ANY OTHER PERSON, INCLUDING THE CITY.

EXECUTED IN 2 original copies this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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CITY OF LIBERTY AIRPORT  
City Manager

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LESSEE/TENANT  
(If Corporate/Partnership Tenant, please provide  
appropriate resolution/power of attorney or some  
other proof that the person signing the lease

has authority to bind corporation/partnership to lease.)

# **CITY OF LIBERTY**

## **Airport Advisory Board Agenda Item Form**

**Meeting Date:** November 14, 2024

**Agenda Wording:** Ongoing Discussion of Board-Driven Items

**Department:** Airport

**Subject:**

**Background:**

1. Orientation to the share drive (Mark Bush)
2. Setting up a regular recurrent meetings schedule (1<sup>st</sup> Thursday)
3. Communication to stakeholders and tenants
4. Social media and tools
5. Fly-In planning

**Funding Source:**

**Staff Recommendation:**