



Liberty Airport Advisory Board Meeting

~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

936-336-3684

Thursday, January 16, 2025

3:00 PM

City Council Chambers

Order of Business

1. Call to Order

2. Approval of Minutes

- a. November 14, 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 November and December Operations Report
- b. Review December Financial Statement

5. Old Business

- a. Review Maintenance Projects

6. New Business

- a. Review Upcoming Construction Projects
- b. Ongoing Discussion 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 10th day of January, 2025 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

City Council Chambers
1829 Sam Houston St., Liberty, Texas
77575

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

April Gilliland
City Secretary
936-336-3684

~ Minutes ~

Thursday, November 14, 2024

3:00 PM

City Council Chambers

1. Call to Order

This meeting was called to order on November 14, 2024, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 3:01 p.m. by Board Member Chris Jarmon.

Members present: Chris Jarmon, Mark Bush, Bruce Mullinix

Members absent: Mike Ely, Bruce Blake

Others present: Phil Robertson, April Gilliland

2. Approval of Minutes

a. October 3, 2024

The minutes of the October 3, 2024, meeting were reviewed. Mark Bush made the motion to approve minutes, and Bruce Mullinix seconded. The motion passed 3 to 0.

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.

No Comments were made.

4. Presentations/ Reports

a. Review October Operations Report

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

b. Review October Financial Statement

Chris Jarmon, Board Member and Assistant City Manager/Community Development, went over the October 2024 Financial Statement that was handed out to board members. This report summarizes revenues and expenditures for the Liberty Municipal Airport.

5. Old Business

a. Review Maintenance Projects

The advisory board went over the following projects:

- Community Hangar – Door (Richard Godfrey) - Work has been completed
- Community Hangar – New Lighting (Texas Elite)
- Community Hangar – Painting
- Herbicide Spraying - checking with Liberty Pest Control for quote

- Weed Eating/Mowing - Paul Thibodeaux has been mowing and needs to keep the clippings of the runway & taxiway. The whole airport vicinity needs to be cut.

b. Review Other Projects

The advisory board went over the following projects:

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>)

6. New Business

a. Review Fuel Prices

The current fuel prices are: 100LL = \$4.15 and Jet A = \$3.35. The fuel prices are listed on AirNav: <https://www.airnav.com/fuel/local.html>.

b. New Items for Current or Upcoming Projects

1. The Airport Board reviewed the project to update the ALP that is programmed for FY26. Local match for the ALP project in the amount of \$50,000 was approved by LCDC in their FY25 budget.
2. MAGVAR update to navigation maps is schedule to be issued by the FAA January of 2026
3. Improvements to runway 16 approach, targeting completion to include these improvements with January 2026 of MAGVAR mapping updates. Critical path is scheduling a Flight Check/Night Evaluation.
4. Remediation of compliance issues, for example airport lighting before Flight Check.
5. Adding a new Instrument approach for runway 34, without impacting improvements actives to runway 16 approach.

c. Discussion and possible action on updating the airport lease agreement

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. The staff reviewed the draft document and decided that further discussions need to be had before a final version is voted on.

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

d. Ongoing Discussion of Board-Driven Items

The advisory board went over the following:

1. The share drive created by Mark Bush is operational and includes documentation regarding the Airport.
2. Need to create a way to communicate with all stakeholders and tenants.
3. Social Media - Facebook page - Who would create and be in charge of maintenance and updates?

7. Adjournment

With no further business, the meeting was adjourned at approximately 4:26 p.m.

CITY OF LIBERTY

Airport Advisory Board Agenda Item Form

Meeting Date: January 16, 2025

Agenda Wording: Review November and December Operations Report

Department: Airport

Subject:

Background: The Airport Operations Report for November and December 2024 were forwarded to the Board on 1/9/25

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

Airport Advisory Board Agenda Item Form

Meeting Date: January 16, 2025

Agenda Wording: Review December Financial Statement

Department: Airport

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

Airport Advisory Board Agenda Item Form

Meeting Date: January 16, 2025

Agenda Wording: Review Maintenance Projects

Department: Airport

Subject: Review Maintenance Projects

Background:

1. Community Hangar - Additional Lighting (Texas Elite) - COMPLETED
2. Community Hangar - Painting (McDowell Construction)
3. Mowing Contract was sent to the contractor
4. Taxiway Lighting (B-C Company) - *Contact information forwarded to the Board on 11/15/24*

Funding Source:

Staff Recommendation:



PROPOSAL

December 4, 2024

Chris Jarmon
Liberty Municipal Airport
Liberty Tx, 77575

Hangers

1. 80'x80' Hanger
2. Pressure Wash Exterior walls and roof
3. Remove any unwanted lighting
4. Prime existing sheet metal screws on exterior walls
5. Paint exterior walls to a galvanize looking color using Sherwin Williams Pro Industrial DTM Acrylic multi surface Paint. Totaling \$12,450.00
6. Spray 4" of EnviroSeal OC Platinum foam on ceiling and trusses \$11,100.00

7. 40'x60' Hanger
8. Pressure Wash Exterior walls and roof
9. Remove any unwanted lighting
10. Prime existing sheet metal screws on exterior walls
11. Paint exterior walls to a galvanize looking color using Sherwin Williams Pro Industrial DTM Acrylic multi surface Paint. Totaling \$9,950.00
12. Spray 4" of EnviroSeal OC Platinum foam ceiling and trusses \$4050.00
13. Scissor lift rental with delivery and pick up - \$1698.00

Clean up and remove all construction debris.



Notes:

- We are NOT painting the roof in this Proposal we are only pressure washing the roofs.

Total Price \$ 39,248.00

Thanks,
Myron McDowell Construction Inc.

Michael Alba
Michael Alba

EnviroSeal® OC Platinum is a high yield, two component, open-cell spray polyurethane foam (ocSPF) light-density insulation system that does not require mixing or agitation of the resin prior to application. EnviroSeal OC Platinum uses water as the sole blowing agent and is a unique ocSPF insulation. It employs a proprietary formula that ensures adhesion to substrates and to itself. It is the optimal insulation for residential, industrial, and commercial applications.

Application Information

EnviroSeal OC Platinum should be processed through commercially available spray equipment designed for that purpose by an approved applicator. Apply ocSPF insulation only when surfaces and ambient temperatures are within manufacturers' prescribed limits. Ambient humidity should be below 80% and substrate temperatures must be more than 5°F above dew point to avoid condensation risks.

Substrate temperature for Standard Grade: 40-120°F.

Fire Test Data

Attribute	Test	Results
Flame Spread	ASTM E84	Class I < 20
Smoke Development	ASTM E84	Class I < 400
Ignition Barrier	NFPA 286 Appendix X	4 WFT - 3 DFT DC315
Thermal Barrier	NFPA 286	15 min - 20 mils WFT DC 315
Unvented Attics	No Ignition Barrier in Certain Unvented Attic Assemblies	

Thermal Resistance

Thickness (inch)	R-Value (°F·ft²·h/Btu) ⁱ
1.0	3.8
2.0	7.6
3.5	13
4.0	15
6.0	22

Thermal Barrier

DC315 as manufactured by International Fireproof Technology Application Rate:
20 Wet Mils - 13 Dry Mils

Approvals and Certifications

- IAPMO UES #856



Recommended Applications

EnviroSeal OC Platinum is a low viscosity, 0.5 pcf density open cell insulating material that is designed to provide significant control of air infiltration, as well as a high R-value per inch. When properly installed by an approved applicator, EnviroSeal OC Platinum quickly expands to fill the cracks, crevices, gaps, and voids that exist in every structure.

Equipment and Component Ratios

The mix ratio is 1 to 1 by volume. Pre-heater temperatures should be set between 105°F -140°F and able to maintain +/-5°F.

Vapor Retarder

Open cell foam insulation is vapor permeable and will allow some diffusion of moisture through the product. Consult local building code officials for specific requirements. Climate zone tables are available in current IBC, IECC, and IRC publications.

Physical Properties

Attribute	Test	Results
R-Value	ASTM C518	3.8 @ 1"
Density	ASTM D1622	0.5 lb/ft³
Dimensional Stability	ASTM D2126	<5%
Tensile Strength	ASTM D1623	5.19 psi
Air Permeance @ 3.5"	ASTM E283	<0.02 L/s-m²
Water Vapor Transmission	ASTM E96	21 perm @ 1"
Open Cell Content	ASTM D6226	>97%
Sound Transmission Coefficient	ASTM E90	42
Noise Reduction Coefficient	ASTM C423	0.1
Re-Entry - Worker	ASTM D8445	1-Hour @10ACH
Re-Occupancy		2-Hours @10ACH

Ignition Barrier¹

EnviroSeal OC Platinum meets the requirements of AC377 and Appendix X for use in attics and crawlspaces when covered with an approved intumescent coating.

1 Ignition Barrier

EnviroSeal® OC Platinum may be used in attics and crawlspaces without a prescriptive ignition barrier when covered with an intumescent coating under the following conditions: Entry is only to service utilities in the attic or crawlspace and no storage is permitted; attic and/or crawlspaces cannot be interconnected.

Other requirements: IBC 1203.2; 1203.3; IRC R408.1; R806; IMC 701; 703

Processing Parameters

Pressures (dynamic):	1000-1500psi
Preheat Temperature:	A and B, 105-140°F
Hose Temperature:	105-140°F
Drum Temperature in Use:	70-90°F
Surface Temperature:	40-120°F

The ratio of resin to ISO is 1:1 by volume. EnviroSeal products should be processed through commercially available equipment designed for spray polyurethane foam. The recommended spray gun is the Graco Fusion AP/CS gun equipped with an AR 4242/AR 4747 chamber. The use of larger gun chambers may result in reduced yield and decreased physical properties.

Liquid Component Characteristics

Mix Ratio by Vol: 1:1 of A:B

Component A: 150-250 cps @ 77°F (Viscosity)
1.24kg/L sg @ 77°F (Specific Gravity)

Component B: 150-250 cps @77°F (Viscosity)
1.15 kg/L sg @ 77°F (Specific Gravity)

Storage Recommendation

All EnviroSeal products are factory sealed and should remain sealed until they are ready to be used. Keep drums closed during storage and out of a humid environment.

Keep drums out of direct sunlight. To ensure proper longevity of the products, drums should be stored indoors within the temperature ranges referenced below. Please see chart below for shelf life and proper storage temperatures of EnviroSeal OC Platinum:

Shelf Life	EnviroSeal OC Platinum Part B Resin – 6 months	EnviroSeal ISO Part A - 12 months
Storage Temp Rec	50-80°F	50-80°F

Precautions

Like many construction materials, spray polyurethane foam is a combustible product. Therefore, installers and occupants are to take precautions and safety measures to ensure the foam does not come into contact (within 3") of any devices that have a surface temperature exceeding 180°F. Once application is completed, foam shall be protected with a thermal barrier in accordance with the local building code requirements for a suitable thermal barrier (e.g. drywall).

Adhesion

Substrates must be free of grease, oil, dirt, and surface moisture. Moisture content of porous materials must be below 19% before application of foam.

Manufacturer can be contacted for material compatibility, surface preparation techniques and adhesion on commonly encountered construction materials.

It is up to the builder or designer to determine the suitability of the material for any project. The installer must verify the compatibility of the product at the time of application due to the variability of weather conditions, material suppliers and site conditions which may impact the performance of the product.

Health and Safety Handling

When spraying or handling EnviroSeal OC Platinum ISO and resin the following protective steps and equipment are recommended:

Protective Equipment

- Fabric coverall (non-porous)
- Nitrile gloves
- Protective eyewear
- Supplied full face fresh air respirator (while spraying)
- Use personal protective equipment (see SDS)

Exposure

- Avoid all contact with skin
- Avoid all contact with eyes
- Do not ingest
- Do not inhale vapors

In case of exposure, please refer to the SDS for first-aid measures.

Spills

In case of spills, contain and collect spillage with a non-combustible absorbent material, such as: sand, earth, clay-based oil absorbent (kitty-litter), etc.

Technical Assistance

For additional assistance please contact the Technical Services Department of Quadrant Performance Materials at 972-542-0072

Disclaimer

Technical information as shown in this document is intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product.

LIMITED WARRANTY INFORMATION: The information herein is to assist customers in determining whether our products are suitable for their applications. Our products are only intended for sale to industrial and commercial customers. Customer assumes full responsibility for quality control, testing and determination of suitability of products for its intended application or use. We warrant that our products will meet our written liquid component specifications. We make no other warranty of any kind, either express or implied, by fact or law, including any warranty of merchantability or fitness for a particular purpose. Our total liability and customers' exclusive remedy for all proven claims is replacement of nonconforming product and in no event shall we be liable for any other damages.



- 📍 200 Industrial Blvd.
McKinney, Texas 75069
- ☎ 972-542-0072
- 🌐 www.QuadrantPM.com

CERTIFICATE OF COMPLIANCE



EnviroSeal OC Platinum

337154-420
Certificate Number

03 Sep 2024 - 03 Sep 2025
Certificate Period

Certified
Status

UL 2818 - 2022 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Building products and interior finishes are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.2-2017 using a Classroom Environment.

Building products and interior finishes are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.2-2017 using an Office Environment with an air change of 0.68 hr⁻¹ and a loading of 28.10 m².

Product tested in accordance with UL 2821 test method to show compliance to emission limits on UL 2818. Section 7.1 and 7.2.



GREENGUARD Gold Certification Criteria for Building Products and Interior Finishes

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC ^(A)	-	0.22	mg/m ³
Formaldehyde	50-00-0	9 (7.3 ppb)	µg/m ³
Total Aldehydes ^(B)	-	0.043	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m ³
Particle Matter less than 10 µm ^(C)	-	20	µg/m ³
1-Methyl-2-pyrrolidinone ^(D)	872-50-4	160	µg/m ³
Individual VOCs ^(E)	-	1/2 CREL or 1/100th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C₆ – C₁₆ range, with responses calibrated to a toluene surrogate. Maximum allowable predicted TVOC concentrations for GREENGUARD Gold (0.22 mg/m³) fall in the range of 0.5 mg/m³ or less, as specified in CDPH Standard Method v1.2.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GC/MS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Particle emission requirement only applicable to HVAC Duct Products with exposed surface area in air streams (a forced air test with specific test method) and for wood finishing (sanding) systems.
- (D) Based on the CA Prop 65 Maximum Allowable Dose Level for inhalation of 3,200 µg/day and an inhalation rate of 20 m³/day
- (E) Allowable levels for chemicals not listed are derived from the lower of 1/2 the California Office of Environmental Health Hazard Assessment (OEHA) Chronic Reference Exposure Level (CREL) as required per the CDPH/EHLB/Standard Method v1.2 and BIFMA level credit 7.6.2 and 1/100th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



CITY OF LIBERTY

Airport Advisory Board Agenda Item Form

Meeting Date: January 16, 2025

Agenda Wording: Review Upcoming Construction Projects

Department: Airport

Subject: Review Construction Projects

Background:

- Wildlife Fence: mid-to-late February bid opening
 - TxDOT is working with KSA (engineer) to finalize all documents
- PAPI Lights
 - Project to install 4-light PAPI on runway 34 and upgrade to 4-Light PAPI on runway 16
 - Design = FY29
 - Construction = FY30
 - Estimated cost (design + construction) of \$2 million
- Potential projects for FY28-30 funding cycle
 - Relocate westside taxiway
 - Relocate community and hangars
 - Upgrade/Install taxiway lights
 - More hangars (e.g. executive hangars or community hangars)
 - Runway extension preliminary items
 - Land acquisition
 - Relocate private road
 - clearing
- Certificate for PAPI Lights - *Forwarded to the Board & TxDOT on 12/31/24*
- Flight Check = \$5,400 = might be RAMP eligible (TxDOT will not submit for the City)

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

Airport Advisory Board Agenda Item Form

Meeting Date: January 16, 2025

Agenda Wording: Ongoing Discussion Items

Department: Community Development

Subject: Ongoing Discussion Items

Background:

1. Communication to stakeholders and tenants
2. Discussion and possible action on updating the airport t-hangar lease agreement

Funding Source:

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 (10th) 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 10th 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. _____

Aircraft Make: _____

Aircraft Model: _____

Aircraft Color: _____

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 City will also be responsible for the maintenance of the external lighting and electrical systems. ~~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, inspections and/or to ensure facility secureness during inclement weather 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 shall be responsible for repairing damages to the Hangar caused by the Tenant, its employees, agents, or guests.
- ~~b.c.~~ 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.
- ~~e.d.~~ 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.
- ~~d.e.~~ 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.
- ~~e.f.~~ 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.
- ~~f.g.~~ Tenant agrees to secure airplane when it is not in use.
- ~~g.h.~~ 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:

Amounts

\$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.~~

11.10. 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.

12.11. 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.

13.12. 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.

14.13. No Waiver. Tenant agrees that failure to enforce any violation of the lease, the minimum standards, or rules or regulations, does not waive the Airport’s right to find Tenant in default.

15.14. 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.

16.15. 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.

17.16. 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.

18.17. 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.

19.18. 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.

20.19. 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.

21.20. 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.

21. 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.

22. 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.

22.23.

EXECUTED IN 2 original copies this ____ day of _____, 20____

CITY OF LIBERTY AIRPORT
City Manager

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.)