

RESOLUTION NO. R2020-31

**A RESOLUTION OF THE BURNET CITY COUNCIL AUTHORIZING THE PUBLICATION OF A REQUEST FOR PROPOSALS TO LEASE CITY OF BURNET MUNICIPAL AIRPORT HANGAR D.**

**Whereas**, the City of Burnet operates the Burnet Municipal Airport; and

**Whereas**, the City of Burnet is authorized under the laws of the state and federal government and the administrative rules of the Federal Aviation Administration and the Texas Department of Transportation to lease real property assets located within the airport for aeronautical purposes; and

**Whereas** City determines it beneficial to offer the interior space of Hangar D for lease to a lessee who will agree to make improvements to, and utilize, the office space therein.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:**

**Section one. Publication of RFP.** The City Manager is authorized and directed to publish a Request for Proposals for the lease of the interior portion of Hangar D in substantial form as Exhibit "A" attached hereto.

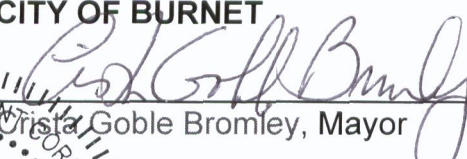
**Section two. Selection of RFP.** As soon as practicable after the closure date for acceptance of proposals the City Manager is authorized and directed to present all responsive proposals to Council for final selection.

**Section three. TOMA.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

**Section four. Effective Date.** This resolution shall take effect upon approval and adoption by City Council.

**APPROVED AND ADOPTED on this the 28<sup>th</sup> day of July, 2020.**

CITY OF BURNET

  
Crista Goble Bromley, Mayor

ATTEST:



Kelly Dix, City Secretary





- (1) The Aircraft Hangar. Enclosed hangar space which houses three aircraft. Note: The hangar door may require restoration or replacement.
- (2) The Office. The office currently is two levels, with the second level space only accessible by stairs. The first level is approximately 396 square feet. The existing office improvements are in a state of disrepair and most likely need to be demolished. The selected responder shall be required to finish out new office space. The new office space shall be on a single ground level.
- (3) Amenities. The Property has one restroom facility, which is approximately 80 square feet. The restroom shall require a complete restoration, by selected responder, for occupancy as a commercial building.

#### D. SPECIAL CONSIDERATIONS.

- (1) Hangar Leases. Currently, the hangar houses three aircraft under separate hangar leases. The city intends for these aircraft to continued to be housed in the hangar for a minimum term of five years. The selected responder shall assume the role of sublandlord with regards to the three lease spaces and shall receive rents from the three lessees. The resulting subleases and rental rates shall be under the same terms as the current City lease; and sublandlord may only adjust the rental rates for the subtenants by such percentage and at such times as the City may make adjustments for all hangar tenants. For a minimum of five years the three hangar leases may not be unilaterally terminated by the sublandlord without cause; and, then only with approval of the City Manager. Upon termination of each hangar lease, the selected responder may use the space for storage of their own aircraft or sublet the space to a hangar tenant approved by the City. Currently the City receives \$250.00 monthly from each tenant.
- (2) Finish out. Responders shall provide preliminary plans for the finish out of the office space and restroom facility. The selected responder shall be required to complete the finish out of the office space and restroom facility within 180 days of the effective date of the Lease Agreement. The selected responder shall be responsible for all costs incurred in the restoration, repair and finish out of the Leased Property.
- (3) Rent. The minimum rent the City shall accept shall be \$900.00 monthly during the first two years. Rent shall be adjusted every two years to account for inflation.

#### E. SELECTION CRITERIA.

Proposals must remain firm for a minimum of 90 days, which may be extended by agreement of responder, and city. Responders may submit multiple proposals describing different concepts for improving and use of the property. City council shall select the proposal representing the "best value" to the City and airport operations. Selection shall be determined on criteria following:

- (1) Proposed use of hangar and office space.
- (2) Proposed hangar improvements, upgrades, and repairs. This shall include plans for the finish out of the office space and restroom.
- (3) Schedule and budget for completion of proposed improvements
- (4) Proposed term of lease (maximum ten years).
- (5) Rent. The rent responders propose to pay is to be calculated on a per month basis. The City shall only consider offers to pay an initial rent rate equaling \$900.00 or more monthly. In considering the rent responder proposes to pay consideration should be given that the selected responders may receive \$250.00 x 3 (equaling \$750.00 monthly) from the three hangar sublessees.

#### F. PROPOSAL CONTENT:

Submissions should contain all terms, expectations and conditions of responder. Submissions must address all matters raised in the selection criteria. Responders shall provide three references; and, examples of responder's projects during the last five years, if any, that indicate responder's experience and financial ability to deliver the proposed improvements.

#### G. GENERAL INFORMATION

**Solicitation objective.** The purpose for soliciting proposals to lease the hangar is to identify and select a proposal that will deliver the greatest enhancement to the airport in a manner that is economically beneficial to the City. The City may conduct discussions with any or all respondents. These discussions may include matters such as requests for additional information, interviews, modifications or revisions to the original RFP, as may be allowed by law.

**Inspection.** An inspection of the Property may be scheduled by contacting Airport Manager Adrienne Field at (512) 715-3214 during office hours (8 a.m. and 5 p.m., Monday through Friday). A proposer shall execute a release, in substantial form as Exhibit "B" prior to inspecting the Property.

**Disclaimers.** No written or oral warranties or assurances concerning the Property, or its fitness for any particular purpose, has been made. Furthermore, no City employee is authorized to make any warranties or assurances. Proposers are cautioned to investigate the Property thoroughly before submitting a proposal.

**Conflicts of interest.** No official, employee, or agent of the City shall have any interest in this property, except as permitted by federal and state law, including Texas Local Government Code Chapter 171.

**Reservation of rights.** The city reserves the right to reject any or all proposals, to waive any minor irregularities or technicalities, and to accept any response it deems to be in the City's best interest. Incomplete submittals may not be considered.

Addenda. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested with the City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Responders shall acknowledge receipt of all addenda.

Notice. City shall provide notice to the address provided by responder; and notice shall be conclusively deemed received by a responder on the second business day after such written notice properly deposited in the mail in Burnet, Texas; provided, this provision shall not be construed to prevent the giving of actual notice in any other manner.

No assignment. The selected responder shall not sell, assign, transfer or convey the Proposal or any resulting contract, in whole or in part, without the prior written consent of the City of Burnet, Texas.

Exhibits. Exhibits to this RFP include the Submission Form, Exhibit "A"; and Waiver, Allocation of Risk; Indemnity Statement, Exhibit "B".

Exhibit "A"

Submission Form. Airport Hangar Lease Proposal RFP NO. 2020-01

The undersigned responder certifies that the information contained in this proposal have been carefully reviewed and are submitted as correct and final. I further certify that I have read and understand Exhibit "C" (entitled "Waiver; Allocation of Risk; Indemnity") and shall be bound by same regarding any inspection of the Property. Lastly, I certify that the foregoing proposal was not prepared in collusion with any other responder or other person or persons who responded to this proposal.

This proposal is a legally binding offer that shall remain firm until \_\_\_\_\_, 202\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

If this proposal is submitted on behalf of a partnership, limited partnership, company, corporation or other corporate entity I hereby certify that I am submitting this proposal in my capacity as \_\_\_\_\_ of \_\_\_\_\_, and that I am vested with the authority to bind said entity by this proposal.

Notice regarding this RFP may be delivered to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Exhibit "B"

Waiver, Allocation of Risk; Indemnity Statement. Airport Hangar Lease Proposal RFP  
NO. 2020-01

Waiver, Allocation of Risk; Indemnity Statement. Airport Hangar Lease  
Proposal RFP NO. 2020-01

In consideration for being allowed to enter and inspect the Property associated with Airport Hangar Lease Proposal RFP NO. 2020-01 the undersigned (hereinafter "Responder") hereby agrees as follows:

- (1) The entry upon the Property by Responder, Responder's personnel and Responder's experts shall be at their respective risks.
- (2) CITY OF BURNET SHALL NOT BE LIABLE TO RESPONDER, OR ANY OF RESPONDER'S PERSONNEL OR RESPONDER'S EXPERTS FOR, AND RESPONDER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD CITY OF BURNET HARMLESS FROM, ANY CLAIMS BY ANY PERSON FOR INJURY, DAMAGES OR LOSS TO PERSONAL PROPERTY RESULTING FROM, INCIDENTAL TO, OR ARISING OUT OF THE CONDUCT OF THE PROPERTY INSPECTION OR THE ENTRY UPON THE PROPERTY BY RESPONDER, RESPONDER'S PERSONNEL AND RESPONDER'S EXPERTS, AND FROM ALL OUT-OF-POCKET COSTS INCURRED BY CITY OF BURNET TO DEFEND AGAINST ANY SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, EVEN IF THE NEGLIGENCE OR STRICT LIABILITY OF CITY OF BURNET IS ALLEGED OR PROVED TO BE A CAUSE THEREOF; PROVIDED HOWEVER, THIS INDEMNITY SHALL NOT APPLY IF AND TO THE EXTENT THAT CITY OF BURNET'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IS A CAUSE THEREOF.
- (3) This indemnification by Responder shall survive the termination of the RFP, or closing or termination of any lease agreement, deriving from this RFP as applicable.
- (4) All non-public information provided by City of Burnet to Responder or obtained by Responder relating to the Property in the course of Responder's review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Responder and Responder shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information.

To be effective as of the date executed below:

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_