



The City of Lago Vista

*To provide and maintain a healthy, safe, vibrant
community, ensuring quality of life.*

**NOTICE OF A MEETING
AIRPORT ADVISORY BOARD
WEDNESDAY, JANUARY 20, 2016 7:00 PM
CITY COUNCIL CHAMBERS
CITY HALL - 5803 THUNDERBIRD**

NOTICE IS HEREBY GIVEN that the Airport Advisory Board of the City of Lago Vista, Texas will hold a meeting in the Council Chambers, City Hall, 5803 Thunderbird St., on the above date and time for discussion and possible action on the following:

2016 ELECTION OF OFFICERS

PUBLIC COMMENTS FOR NON-HEARING RELATED ITEMS

CONSIDER THE MINUTES OF NOVEMBER 18, 2015

STAFF UPDATE

1. Obstructions Interrupting Instrument Landing Procedures.
2. Update to the 2008 Comprehensive Plan.
3. Airport Improvements.
4. Aviation Action Plan.
5. New Fuel Vendor for 100 LL + Jet Fuel
6. Airport Wire Marker Balls.

BUSINESS ITEMS

1. Recommendation of New Members to AAB Vacancies.
2. RAAPOA Update – POA Board Member.
3. Discussion of Board Member Issues.
4. Advise date of the next Airport Advisory Board Meeting.

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board located in City Hall in said City at 3:50 pm on the 15 day of January, 2016, 2016.


Belinda Kneblick, Assistant City Secretary

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

IN ADDITION TO ANY EXECUTIVE SESSION ALREADY LISTED ABOVE, THE AIRPORT ADVISORY BOARD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE FOR THE FOLLOWING PURPOSES: §551.071: CONSULTATION WITH ATTORNEY; §551.072:

DELIBERATIONS REGARDING REAL PROPERTY; §551.073: DELIBERATIONS REGARDING GIFTS AND DONATIONS; §551.074: PERSONNEL MATTERS; §551.076: DELIBERATIONS REGARDING SECURITY DEVICES; §551.087: DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS



**CITY OF LAGO VISTA
DEVELOPMENT SERVICES**

P.O. BOX 4727
LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

MEMO

To: Airport Advisory Board

From: David Harrell, AICP, Director

RE: 2016 Election of Chair, Vice Chair, and Secretary

I will formally open the meeting at 7:00 PM. At that time I will open elections for Chair, upon a motion (no second necessary) and vote there will be a new Chair. After, I will turn the Vice Chair and Secretary elections over to the new Chair for a motion (no second necessary) and vote.



**CITY OF LAGO VISTA
DEVELOPMENT SERVICES**

P.O. BOX 4727
LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

MEMO

To: Airport Advisory Board

From: David Harrell, AICP, Director

RE: Minutes

The Minutes from the previous meeting will be completed and passed out at the meeting.



Development Services Department

STAFF REPORT

Staff Update #1

Obstructions Interrupting Instrument Landing Procedures

Date: January 14, 2016

PRESENTATION SUMMARY

History of Obstructions interfering with Instrument Landing Approach

Over several meetings staff has brief the Airport Advisory Board on removal of several penetrations impacting both the TSS (20:1 surface) which affects the ability to land at night and the GQS which affect the vertical guidance (LPV). Staff has attached a map to the report which shows both yellow and red icons. The yellow icons impact both the TSS and GQS and the red icons impact only the GQS. These icons can represent an individual or groups of trees. At this time, one red and one yellow obstruction (fence posts) have been removed by a property owner to the north. We have commitments to remove all the penetrations with the exception of the yellow icons labeled "FWS Trees". The other removals are based on getting the "FWS Trees" addressed by the Fish and Wildlife Service (FWS). There has been some difficulty in getting these items addressed by FWS since they are located within the Wildlife Refuge.

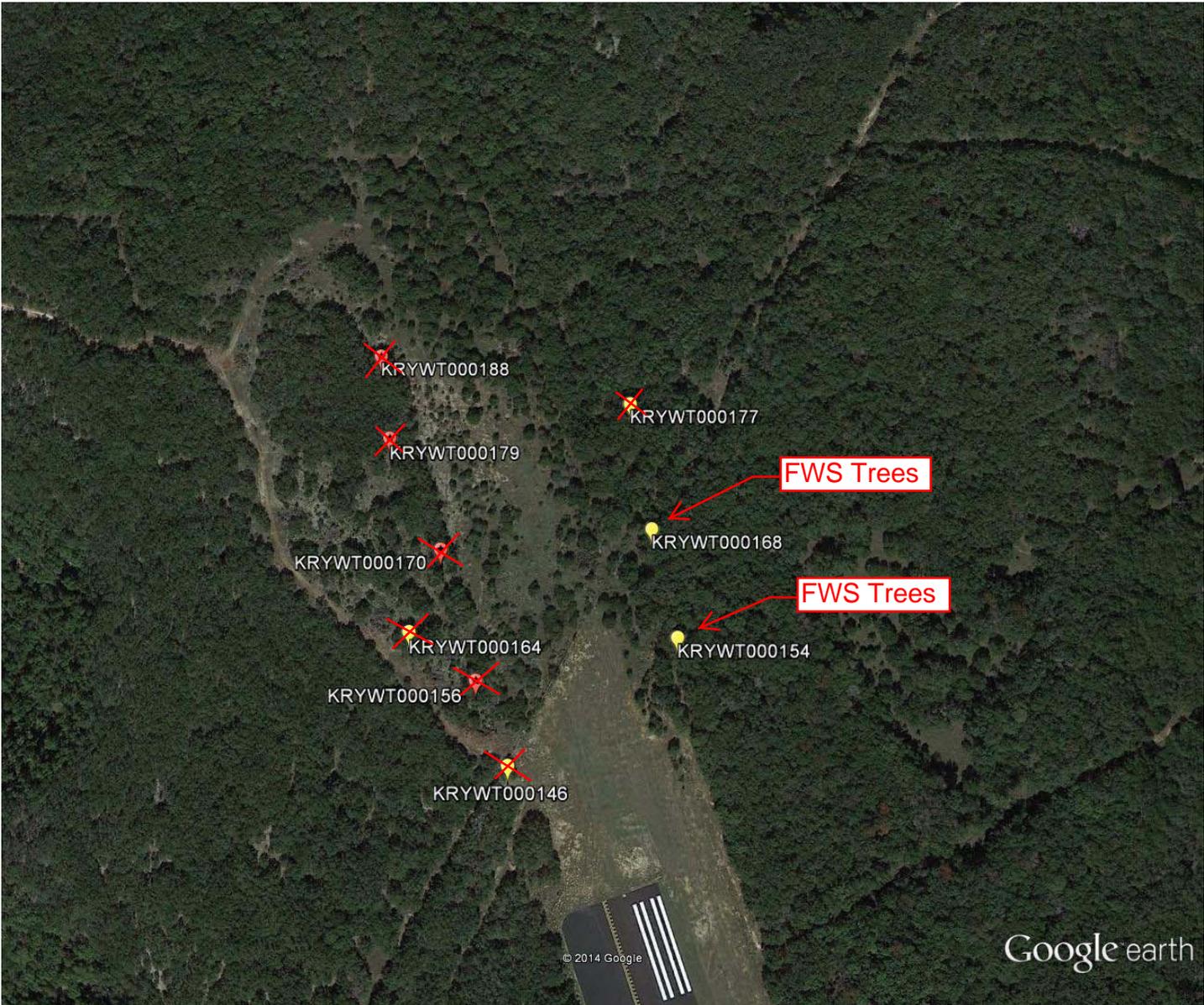
Staff met with the Deputy Refuge Manager earlier this year regarding the "FWS Trees". The Manager offered to work with the City to address these issues. Since that time they have determined the trees within the area are not endangered habitat and could potentially either top or remove the obstructions. The City sent updated precise coordinates of the obstructions from the FAA to the Manager. In late June, City staff along with Mr. Jim Awalt, Mr. Bill Coltharp, Balconies Canyonlands Deputy Refuge Manager, and a TXDOT Aviation Rep. met at the request of Mr. Awalt on June 22, 2015. From the meeting, the Manager agreed to top the trees in question provided the City hires the services of a surveyor to indicate by how much the trees will need to be topped by cutting crews to re-establish the TSS (20:1 Surface).

In order to reestablish the GQS, City staff sent a letter to the FAA indicating those obstacles' had been removed by the City and individual property owners. In consultation with Al Mastello with the FAA he had indicated the GQS has been restored to the Airport.

Update since November, 2015

The surveyor will be on site with City staff on January 20, 2016 to set up and stake out the necessary information. The idea will be to mark the tree obstacles and mark other obstacles that have appeared since the report from the FAA. Once this is determined we will know exactly how many trees need to be topped by the trimmers and how many feet will need to be removed from each tree. This will allow the City to determine any costs necessary to remove the obstacles and hire a tree service company. The City will need to seek additional funding and determine who will get the

award for tree trimming services and this will require Council approval. Staff will keep the AAB informed on the situation.



Google earth



NAME	LATITUDE	LONGITUDE	DESCRIPTION	MITIGATION TYPE
KRYWT000146	30° 30' 14.52" N	097° 58' 19.58" W	TREE / 1253 FT / TSS PENT (+20.62 FT)	REMOVE OR LIGHT (HIGH PRIORITY)
KRYWT000154	30° 30' 16.53" N	097° 58' 16.43" W	TREE / 1259 FT / TSS PENT (+21.42 FT)	REMOVE OR LIGHT (HIGH PRIORITY)
KRYWT000156	30° 30' 15.85" N	097° 58' 20.19" W	TREE / 1260 FT / TSS PENT (+20.40 FT) / GQS PENT (+16.18)★	REMOVE (HIGH PRIORITY)
KRYWT000164	30° 30' 16.62" N	097° 58' 21.45" W	TREE / 1266 FT / TSS PENT (+20.95 FT)	REMOVE OR LIGHT (HIGH PRIORITY)
KRYWT000168	30° 30' 18.29" N	097° 58' 16.90" W	TREE / 1268 FT / TSS PENT (+21.34 FT)	REMOVE OR LIGHT (HIGH PRIORITY)
KRYWT000170	30° 30' 17.95" N	097° 58' 20.89" W	TREE / 1268 FT / TSS (+17.37 FT) / GQS PENT (+16.47)★	REMOVE (HIGH PRIORITY)
KRYWT000177	30° 30' 20.39" N	097° 58' 17.30" W	TREE / 1266 FT / TSS PENT (+8.74 FT)	REMOVE OR LIGHT (HIGH PRIORITY)
KRYWT000179	30° 30' 19.79" N	097° 58' 21.91" W	TREE / 1266 FT / TSS PENT (+5.14 FT) / GQS PENT (+7.32)★	REMOVE (HIGH PRIORITY)
KRYWT000188	30° 30' 21.19" N	097° 58' 22.13" W	TREE / 1267 FT / TSS PENT (-0.86 FT) / GQS PENT (+3.42)★	REMOVE (HIGH PRIORITY)



Development Services Department

STAFF REPORT

Staff Update #2

2008 Comprehensive Plan Update

Date: January 11, 2016

PLAN BASICS

A Comprehensive Plan is a City Council approved document that directs future City growth over a period of the next fifteen (15) to twenty (20) years. This document consists of several elements such as future land use, transportation, economic development, public facilities, quality of life, housing/infill, infrastructure, city services, environment, and Capital Improvements Program. These elements are created from data analysis and public input through the process. This plan covers the areas of the City outside the boundaries of the Airport (this includes the Airport environs). It is similar in nature to an Airport Master Plan in scope and creation.

PLAN HISTORY

The initial plan for the City was professionally created in 2001 and updated by a group of appointed citizens in 2008. At this time the City desires to choose a group of professional planning consultants to begin this updating process. Initially the City had a request for proposal (RFP) reviewed by the City Council in January and the Planning & Zoning Agency in February before posting to receive proposals. In mid-March the City receive four (4) proposals for review. In late March the City Council created a Comprehensive Plan Steering Committee consisting of two (2) City Staff, three (3) members of the Planning & Zoning Commission, and three (3) members of the City Council. The Steering Committee was tasked with review of the proposals and using a created point scale to determine who would be chosen consultant to complete the work at a later date.

In early May, the Steering Committee heard from all four (4) consultants and reviewed power-point presentations from each consultant. On May 22nd, the Committee chose Freese & Nichols to begin the process of completing a revision to the Comprehensive Plan. The City will begin to enter the process of contract negotiations with the company for confirming associated costs, elements to be improved and added to the revised Plan, amount/types of public participation, and timescale for the process. This Committee will be deactivated after the Council has considered and awarded the consultant's contract for services.

On May 21st, the Council created a Comprehensive Plan Advisory Committee in order to have a Committee to advise and provide information to the chosen Consultants through the process. They will be independent of the public; although the public will also be an important part of the process. This Committee consists of thirteen (13) people that represent vested interest in the City. These consist of two (2) Council members (Dale Mitchell and Ron Smith), three Planning & Zoning Commission

members (Tara Griffin, Jim Moss, and Gary Zaleski), two City staff (Development Services Director and City Manager), one (1) RAAPOA representative (Don Barthlow), one (1) LVPOA representative (Vicki Woods), one (1) LVISD representative (Darren Webb), one (1) LVJCOC representative (Keith Billington); one (1) local developer representative (David Carroll); one (1) economic development representative (Doug Casey). This Committee will be deactivated after the Council has approved the revised Comprehensive Plan.

The City Council approved the contract with Freese & Nichols (Consultant) at their August 20, 2015 meeting. Since this time Staff has been sending the Consultant data in order for them to start the Comprehensive Plan update process. They met with the Comprehensive Plan Advisory Committee (CPAC) on September 14, 2015 in order to discuss issues relating to the City and to set up the time outlines for the project.

On September 16, 2015 the Consultant and City Staff met with 70 students at Lago Vista High School in the afternoon and had the first Town Hall Meeting with 115 people in the evening. Both meetings were held at the Performing Arts Center. This public interaction will continue with another Town Hall meeting to be held at the K-Oaks Clubhouse on Bar K Ranch Rd. on October 26th at 7 P.M. The Consultant has also placed an interactive version of the survey from the previous public meetings on the City's website.

On October 6, 2015 the CPAC met with the Consultants to go over the previous first Town Hall meeting and Lago Vista High School results. Also, ideas were discussed concerning prohibition of development in certain areas that may never formally develop. It was decided that a second Town Hall meeting should be scheduled and to set up a format where eight (8) items can be discussed to the public. These items were Housing, Infrastructure, Connectivity, Aesthetics, Lake Access, Recreation/Youth Activities, and Green Activities.

On October 26, 2015 there was another Comprehensive Plan Town Hall meeting at K-Oaks which lasted about 2.5 hours. From that meeting the public provided additional input to the eight (8) items discussed at the earlier CPAC meeting and received results from the previous meetings. On October 29, 2015 there was another CPAC meeting with the Consultants to go over the results of the October 26, 2015 Second Town Hall meeting and to seek input from them for online surveys to be completed by the public. Also the CPAC was divided into two teams to produce a map of areas that should and should not be encouraged to develop in the future. This information was taken by the Consultants to be analyzed for results.

Update from November, 2015

The new survey was constructed by the CPAC at their November meeting and was placed online for the months of December and early January. On January 12, 2016 our Consultants will provide the CPAC with the 2030 Comprehensive Plan rough draft that will need to be reviewed before their meeting on January 26, 2016. At that time, the CPAC will submit feedback and comments concerning the document.

There will be an additional Town Hall meeting in February to seek public input. In March, there will be a final meeting of the CPAC to review the proposed 2030 Comprehensive Plan rough draft and rank the top priorities. At this meeting they will

provide a recommendation to the Planning & Zoning Commission and City Council for their upcoming adoption meetings in May 2016.

This information was gathered in order to update the Airport Advisory Board of items that are occurring in the community and will have an impact on the Airport environs just outside of the Airport boundaries.



Development Services Department

STAFF REPORT

Staff Update #3

Airport Improvements

Date: January 11, 2016

PRESENTATION SUMMARY

The report will cover the Airport Improvement Project being worked on between the City and TXDOT Aviation in order to provide updates to the Airport Advisory Board.

Airport Improvement Project

Project History

This involves the rehabilitation and marking of the runway, rehabilitation of the apron, reconstruct hanger access taxiway, rehabilitation all taxiways, engineering and design for Phases 1 and 2. A Resolution committing funding to this project was approved by the City Council in August 2014. In October 2014, the Council approved Amendment #1 to the Airport Participation Project which increased the total ten percent (10%) project costs for the City from \$57,500 to \$67,000 (total engineering and design costs) due to an addition of an overlooked taxiway and cost of a windsock.

Since the Council approved the funding, all paperwork has been submitted to the State to begin the process. The City signed Amendment #2 to the Airport Project Participation Agreement in November 2014 which reduced the ten percent (10%) share of the design costs from \$11,000 to \$7,240 which the State has approved for the project.

The City sent its ten percent (10%) share (\$7,240) to the State for the design portion of the project. On December 12, 2014 City Staff, TXDOT Aviation, and O'Malley Strand Associates (project engineer) met in a pre-design conference at City Hall. Information taken from that meeting was used to draft the Preliminary Engineering Report (PER) for the Airport Improvements received in January 2015. The City and TXDOT Aviation have reviewed the PER and provided comments. The State has approved the Final Engineering Report (FER) for the Airport Improvements.

The City submitted its ten percent (10%) share (\$60,000) from the City in August, 2015 to begin the construction process. The State has begun the process and a pre-bid meeting was held on September 23, 2015. Only two contractors showed up for the meeting. Our City will accept the sealed bids for the State until October 5, at that time the State will unseal the bids to award it.

On October 6, 2015 the Bid meeting was held by TXDOT Aviation in Council Chambers. Four (4) bids were received for construction and were from Trinity Trans Con, Lone Wolf Construction, Cox Commercial Construction, CHASCO Constructors.

The State eventually went with Lone Wolf Construction upon advice from the Engineering Consultant. The State has budgeted \$600,000 as the award package for the construction of the project. Eventually the State recommended using concrete on repaired areas of the taxiways versus using pavement. These changes would increase the cost by a total of \$24,153.38 of which the City would be responsible for \$2,415.38. The City approved this change which increased the cost of the total award package to \$624,153.81. Under the agreement between the RAAPOA and the City, the City will pay \$1,207.69 and the RAAPOA will pay \$1,207.69 for a total of \$2,415.38.

Update since November, 2015

On December 11, 2015 the City, State, and Lone Wolf Construction met for a pre-conference concerning the improvements. There were no issues at that meeting and construction at the Airport began immediately after this meeting. City Staff is working with the Consultant and O'Malley Strand Engineering to provide the AAB with information related to staging and construction within a two week window. At this time work continues on the reconstruction of the SW Taxiway.

On January 7, 2016 there was a pre-pave meeting concerning the concrete paving requirements set forth in the plans. All issues were addressed at this meeting and at the on-site meeting held after the City Hall meeting.

The Consultant will keep the numerical FAA numbering of 15-34 versus changing to 16-33 at this time due to a scheduling issue with the FAA. At some point they will come back and change the number and all associated ground signage.

This project will be completed by late March, 2016.



Development Services Department

STAFF REPORT

Staff Update #4

Airport Action Plan

Date: January 11, 2016

PRESENTATION SUMMARY

The report will cover the item being worked on between the City and TXDOT Aviation to provide updates to the Airport Advisory Board.

Aviation Action Plan

Project History

This involves the City's attempt to update the Airport Master Plan. In consultation with TXDOT Aviation, they recommended creation of an Aviation Action Plan. This Plan would be covered under a 90/10 matching grant similar to the airport improvements. A Resolution committing funding to this project was approved by the City Council in August 2014 for a total of \$8,000. The State believes the full cost of this project to be \$80,000 and will be in full control of the project. There will be no required RAAPOA funding due to the Agreement. Benefits of the plan include an updated document to formally direct the growth of the Airport and its surrounding environment.

The City has completed all the necessary paperwork associated with the ten percent (10%) portion and established a Selection Committee consisting of Don Barthlow, Bill Coltharp, and Jim Awalt in order to determine selection criteria, review qualifications and proposals of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. This has all been submitted to TXDOT Aviation.

At the request of the State, Council passed a new Resolution authorizing committing its \$8,000 to the \$80,000 project in late 2015. This Resolution was sent to State in order for them to request funding in front of their Commission for the remaining \$72,000. Their Commission has approved this funding and the process to update the 1999 Airport Master Plan has begun. The State will publish a Request for Qualifications (RFQ) for the project in early December to enlist Consultants who are interested in completing the project. Once the RFQ deadline has passed the Consultant Selection Committee consisting of Don Barthlow, Jim Awalt, and Bill Calthorpe will review each consultants' proposal using a State point scale.

Update since November, 2015

The State has requested that we add to the Consultant Selection Committee at least two other members. Based on that I have included myself and Councilman Rodney Cox, your AAB liaison to Council, as the additional two members. The RFQ deadline was scheduled for January 12, 2016; I may be able to provide the AAB with additional information at the meeting in regards to the number of submittals. Between the December beginning and January deadline I have met with several consultants wishing to submit a proposal seeking information.



Development Services Department

STAFF REPORT

Staff Update #5

New Fuel Vendor for 100 LL & Jet Fuel

Date: January 11, 2016

PRESENTATION SUMMARY

History of New Fuel Vendor for 100 LL & Jet Fuel

Some of the members of the Airport Advisory Board (AAB) have expressed an interest in the City providing jet fuel services. Our current contract with Lewis Ventures Inc. only provides 100 LL fuel. This contract has expired and now would be an opportune time to seek out a potential new fuel provider for both 100 LL and jet fuel. Further research has indicated Lewis Ventures Inc. owns the fuel farm and that the yearly lease from the City is \$1.00 a year. I believe the City is missing revenue from not increasing property leasing prices and not charging fuel surtax on each gallon. This could be remedied through a new contract.

At this time Staff has been provided several requests for qualifications (RFQ's) from other municipally owned airports. One of the issues Staff has is the lack of experience in constructing an RFQ for this service and limited time to construct this RFQ. Staff plans on budgeting time between this AAB meeting and the next to construct the document. I would like to bring it before the AAB to review the rough draft of the document and to seek additional input.

**VENDOR CONTRACT
FOR THE SALE OF AVIATION FUEL
AT THE RUSTY ALLEN AIRPORT
LAGO VISTA, TEXAS**

STATE OF TEXAS

COUNTY OF TRAVIS

This contract is entered into this 1 day of ~~September~~ 2006, between the City of Lago Vista, Texas, hereinafter referred to as "City" who is the manager and operator of the Rusty Allen Airport, Lago Vista, Texas pursuant to its management and operating contract agreement of May 21, 1999 with the Rusty Allen Airport Property Owners Association, attached hereto as "Exhibit A" and Lewis Ventures, Inc, (a Texas corporation), hereinafter referred to "Vendor" both of whom covenant and agree as follows:

WHEREAS, City and Vendor are committed to the proper operation, improvement and continued development of the Airport; and

WHEREAS, City deems it advantageous to the operation of the Airport to contract for the Vendor to become a supplier for aviation fuel pursuant to its authority as recited in Exhibit A attached hereto.

NOW THEREFORE, in accordance of the terms, considerations, and privileges listed herein, City and Vendor covenant and agree as follows:

SECTION 1. - AREA ON THE AIRPORT FOR VENDORS SERVICES

City does hereby grant Vendor the authority to construct its system and equipment and to operate his aviation fuel facility in order to sell aviation fuel to the general public on the following premises:

All of Lot No. 48 and the south half of Lot No. 49 of Bar K Airport Subdivision, City of Lago Vista, Travis County, Texas, henceforth called herein, the "Land".

City and Vendor herein mutually agree that the Land of which fee simple interest rests in the City of Lago Vista, Texas shall also be used by the City pursuant to its contract as described on Exhibit A. Specifically the Land shall also be used by the City for service to the general public as a transient area and a transient parking area. Such use by the City and the uses of the land by the Vendor for his aviation fuel system and equipment shall be simultaneous and both parties shall respect, value and not interfere with the uses required of the other.

SECTION 2. – TERM

This lease shall be for the term of seven (7) years. Commencing on the 1st day of ~~October~~, 2006 and ending 1st day of ~~October~~, 2013. Thereafter, this lease may be renewed for one subsequent five (5) year extension upon giving of written notice by Vendor to City no more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding five year lease term and upon mutual and written agreement by City. Vendor agrees to complete the installation of his aviation fuel system and be selling aviation fuel to the general public immediately on the date of this vendor agreement, but not later than 10 days following execution or this vendor agreement may be terminated.

SECTION 3. - CONSIDERATION

A. In consideration for the use of the Land referenced herein, Vendor hereby agrees to pay City yearly the sum of \$1.00. The first year's payment shall be made in advance. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

B. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Lago Vista by mail or delivery.

C. Vendor agrees that he will at all times keep the premises of the Land clean and free of trash, litter, tall grass, weeds, junked automobiles, scrap aircraft parts and all other items that might pose an unreasonable risk or hazard to City, Vendor, their employees, guests, invitees, customers or the general public. Vendor shall abide by all applicable rules, regulations, ordinances and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil and the maintenance and operation of aircraft fueling facilities, including the City of Lago Vista. Should Vendor fail to keep the Land clean and free of hazards, City may, after 30 days written notice, arrange for the clean-up of the littered or hazardous area. Such clean-up shall be charged to Vendor and payable upon demand. Failure to render proper payment for such cleanup and/or general disregard of the considerations and restrictions listed in this contract are grounds for City to terminate this Contract upon ten (10) days written notice and opportunity to cure.

D. Taxes, Fees and Insurance - Vendor shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall City be liable for or be required to pay any tax or fee owed by Vendor. City shall provide insurance for all City owned real property located at the Airport under City's policy which shall be for the sole benefit and protection of City. Vendor shall provide his own insurance coverage for any Vendor property located in or on the Land and is required herein to provide product liability insurance in an amount of \$30,000,000.00 (thirty million dollars) in product liability and \$ 1,000,000.00 (one million dollars) in general liability insurance. The City

shall be named as an additional insured. Certificates of such required insurance shall be furnished by Vendor to City and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of City. Failure of Vendor to maintain the required insurance shall result in the automatic suspension of all Vendor's rights and privileges, but not responsibilities under this Contract. Once the required insurance are back in place, Vendor's rights and privileges under this Contract shall be automatically restored provided, however that if Vendor fails to maintain the required insurance for ten (10) consecutive days, this Contract shall automatically terminate. No notice by City to Vendor is required for the automatic suspension, restoration and termination provisions of this paragraph to take effect.

E. Vendor will install its equipment, a system of a steel 10,000 gallon, double walled, skid mounted, above ground aviation gasoline tank with an aircraft dispenser pump and a 24 hour self serve credit card reader. This system will have overfill and spill protection, floating suction and shall at all times comply with all applicable EPA requirements. Vendor will solely maintain all equipment of this system so as to properly, adequately and at all times provide aviation fuel for the general public and meet and fulfill any all regulatory requirements from any controlling authority. Vendor shall be solely responsible for the marketing and sale of aviation fuel and collection of the payments thereof. Vendor shall be solely responsible for payment of all Federal and state taxes associated with all sales of aviation fuel. City shall have no interest whatsoever in the sales proceeds of aviation fuel sold by Vendor and Vendor shall have sole authority for the price determination of its sale of its aviation fuel. Vendor shall engage a local person or entity to act as his agent for his needs and shall give City the name and address of such.

SECTION 4. PERMITTED USE

A. Vendor agrees that Vendor will use the Land for storing and selling aviation fuel for the general public and for no other purposes.

B. Vendor agrees that he does not have sole and exclusive authority to sell aviation fuel on the airport and that other parties may sell aviation fuel at the airport. However, Vendor at his discretion may discontinue this contract at no cost thereof to Contractor if another party is selling aviation fuel to the general public at the airport upon equivalent terms hereto.

SECTION 5. - RESTRICTED USE

- A. Vendor agrees that no automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land except in approved automobile parking areas and as agreed upon by City.
- B. Vendor agrees that he will not store or permit the storage of any hazardous, volatile, and/or dangerous chemicals on the Land except as authorized in Section 3.E. without the prior written consent of City.
- C. Vendor agrees to have a sufficient number of fire extinguishers of acceptable size and type as determined by the local fire marshal. Such tire extinguisher(s) shall be readily accessible in the event of a fire.
- D. Vendor agrees not to make any additions or modifications to the Land unless agreed upon in advance by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Vendor.
- E. Vendor agrees that he will not operate any nonaviation related business or activity on the Land without the express prior written consent of the City. Any such nonaviation related business or activity must be co-established by a separate contract.

SECTION 6. - MAINTENANCE OF LANDING AREA

Vendor understands and agrees that City reserves the right, and the obligation, to maintain the airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Vendor also understands that the City is not obligated by this contract to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion in accordance with other agreements. Such closure shall immediately void this contract and no damages or monies or other compensation will be owed to Vendor by City.

SECTION 7. - SUBLEASE, ASSIGNMENT, OR SALE

Vendor shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation or association "without approval from the City. Such permission shall not be unduly withheld in the event of death or disability."

SECTION 8. - INTERESTS OF THE PARTIES

Vendor hereby warrants that Vendor has no interest whatsoever with the City other than this contract. City warrants that it has no interest with Vendor other than this contract.

SECTION 9. - HOLD HARMLESS

VENDOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO SAVE AND HOLD HARMLESS CITY AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES, EXPENSES, CAUSES OF ACTION, DAMAGES, AND/OR ATTORNEY'S FEES RESULTING FROM OR AS A RESULT OF ANY OF VENDOR'S BUSINESSES, OPERATION, OCCUPANCY, OR USE OF THE AIRPORT AND THE LAND OR FROM ANY ACT OR OMISSION OF VENDOR'S AGENTS, SERVANTS, SUPPLIERS, CONTRACTORS, TRADESMEN, SUBVENDORS, OR EMPLOYEES. THIS INDEMNITY AGREEMENT SHALL APPLY AND PROTECT CITY AND ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, CONTRACTORS, SERVANTS, AND EMPLOYEES EVEN THOUGH IT BE CONTENDED, OR EVEN ESTABLISHED, THAT SAID CITY OR ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR THAT THEIR CONDUCT OR OMISSION IN ANY WAY CAUSED OR CONTRIBUTED TO ANY SUCH LIABILITY, EXPENSE, CAUSE OF ACTION, DAMAGE, AND/OR ATTORNEYS FEES.

VENDOR ACKNOWLEDGES VENDOR MAY PERFORM WORK AT FACILITIES THAT MAY CONTAIN HAZARDOUS MATERIALS OR CONDITIONS, AND THAT CITY HAS ROLE IN THE GENERATION, TREATMENT, STORAGE, OR DISPOSITION OF SUCH MATERIALS. IN CONSIDERATION OF THE ASSOCIATED RISKS THAT MAY GIVE RISE TO CLAIMS BY THIRD PARTIES OR EMPLOYEES OF VENDOR, VENDOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS (INCLUDING ATTORNEYS' FEES) FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR ACTIONS BROUGHT BY ANY THIRD PARTY OR EMPLOYEE OF VENDOR AGAINST THE CITY OR CITY'S EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, IN ANY WAY ARISING OUT OF THE PRESENCE OF HAZARDOUS MATERIALS AT THE FACILITIES, INCLUDING INDEMNIFY THE CITY FROM ANY FINES, ENFORCEMENT ACTION OR OTHER REGULATORY ACTION RELATED TO THE VENDOR'S, VENDOR'S AGENTS, EMPLOYEES, INVITES, GUESTS OR OTHER PERSONS PROVIDING OR DISPENSING FUEL FROM VENDOR, OR OTHER USE OF THE PROPERTY CAUSING A HAZARDOUS WASTE VIOLATION.

SECTION 10. - TERMINATION

A. This contract agreement may be prematurely terminated by City or Vendor if either fails to abide by the terms and conditions expressed herein. Should Vendor be declared bankrupt this contract agreement shall immediately terminate and shall not be considered as part of Vendor's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. Subject to Sections 3C and 3D, in the event Vendor fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the leased property vacant or unoccupied for 30 consecutive days, or violates any of the terms and conditions of this contract agreement, City has the right to terminate this contract agreement and retake possession of any Airport property which has been under the control of Vendor.

B. Vendor agrees and understands that City reserves the right to further expand, develop, or improve the airport, to include expansion, development, or improvements as shown on a Texas Department of Transportation and/or FAA approved Airport Action Plan or Master Plan. If Airport improvements are subsequent from this Vendor agreement and require that Vendor's aviation fuel system be relocated to an equivalent location on the Airport, then such relocation will be at the sole expense of Vendor.

Page 5 of 7

C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both City and Vendor to be free of any and all requirements of this contract, except as contained in Section 9 or paragraph 10D and 10E hereunder, and neither City nor Vendor shall make any derogatory remarks or entries made upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Vendor shall peaceably vacate the premises. Should Vendor be in default of any monies owed to City, City may take possession of any personal property owned by Vendor and located at the Airport and hold such until the monetary default is settled. In such case that Vendor cannot or will not settle any claims against him owed to City, City may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Vendor shall be liable for any and all expenses incurred by City in such action.

E. Within thirty (30) days after the end of the term of this Contract, regardless of the cause of termination and subject to the rights of City in Section 9 and paragraph 10D, Vendor shall remove all of its equipment, facilities, pumps and storage tanks on the Land and restore the Land to its condition as it existed immediately prior to the commencement of this Contract.

SECTION 11. - EXCLUSIONS

- A. This contact agreement embraces the entire agreement of the parties mentioned herein pertaining to the Land and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Land, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of no intended to govern, limit or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party.

Page 6 of 7

- E. This contact agreement shall be governed by the laws of the State of Texas and construed thereunder the venue of any action brought under this contact agreement shall be in Travis County, Texas.
- F. If any section, paragraph, sentence, or phrase entered in this contact agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

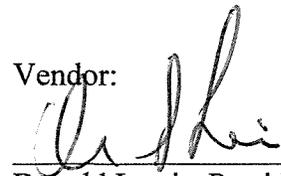
EXECUTED this 17 day of September 2006

City:



Bill Angelo, City Manager
Office (512) 267-1155

Vendor:



Donald Lewis, President
Office (409) 755-0756

FOR

LEWIS VENTURES, INC.
21 Taft Avenue
Lumberton, TX 77657



Development Services Department

STAFF REPORT

Staff Update #6

Airport Wire Marker Balls

Date: January 13, 2016

PRESENTATION SUMMARY

History of Airport Wire Marker Balls.

Some of the members of the Airport Advisory Board (AAB) have expressed concern regarding landings in general and a lack of proper marking of electrical wires on and near the Airport property.

On December 4, 2015, David Harrell and Don Barthlow met with a PEC representative at the Airport. He indicated that a request would be put in to cover all electrical wires within the Airport and its environs along Rawhide and Rolling Hills. There would be no cost to the City to complete this project.

In consultation with PEC on January 11, 2016, the marker balls are in their possession. They have already placed the marker balls in the necessary locations around the Airport. If we need additional placement of marker balls, we can contact and they will place additional items.



Development Services Department

STAFF REPORT

Business Item #1

Recommendation of New Members

to AAB Vacancies.

Date: January 14, 2016

PRESENTATION SUMMARY

At the January 7, 2015 City Council meeting, City Staff (David Harrell) and the Council liaison (Rodney Cox) were in disagreement to appointments to the AAB.

The Council tabled the appointments to the AAB with the instructions City staff and the Council liaison meet to make a recommendation to the AAB. On January 14, 2016 both the Council liaison and City staff met to determine who to recommend to the AAB and Council. At this time both recommend Kurt Tessnow and W. Andrew Pennington to be appointed to the AAB. We would ask the AAB recommend these appointments to the Council. If desired, the Board can make different recommendations to the Council. There are two (2) vacancies with nine (9) applicants.

**CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES**

Brian Carlson	206 Flightline RD	Lago Vista, TX, 78645
Name	Address	City, State, Zip
n/a	512-415-2542	512-322-6816
Home phone: Brian.Carlson@AustinEnergy.com	Cell phone:	Business phone:
Email address:		

Education*
Broad educational background BS in Information Technology. Many hours of training and certifications.

Employment*
Currently working for Austin Energy.

Areas of Interest*
Aviation and Planning.

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*
Current serving on a change management board for Austin Energy.

Have served as chairman and member of a Technology Security Council for the utility.

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Airport Advisory Board
<input type="checkbox"/> Planning & Zoning Commission/ Impact Fee Committee	<input type="checkbox"/> Library Advisory Board
<input type="checkbox"/> Roads & Grounds Committee	<input type="checkbox"/> Parks and Recreation Advisory Committee
<input type="checkbox"/> Building Committee	<input type="checkbox"/> Keep Lago Vista Beautiful Board

*You may attach additional sheets if necessary.

CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

JAMES AWAIT 1909 Hohmanford LAGO VISTA, 78645

Name Address City, State, Zip
512-267-4646 512-466-4739

Home phone: Cell phone: Business phone:
Awaits99@hotmail.com

Email address:
Education* MBA

Employment* Own several manufacturing companies,
Real Estate management, Real Estate development,
consultant with Coatings business

Areas of Interest* Aviation, Boating, Skiing, mentoring
young business professionals.

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board,
Commission, or Committee.*
Own 3 aircraft + proficient in all.
Second generation Aviator (F4U B-24 pilot WWII)
Own several lots @ Rusty Allen Airport.
Past President POA Board
Member AOPA
Member FAA
Member of Igl Ancients and Secret Order of Quiet Birdmen

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank
beside the position you're interested in.)

- ___ Board of Adjustments
- ___ Planning & Zoning Commission/
Impact Fee Committee
- ___ Roads & Grounds Committee
- ___ Building Committee
- ___ Keep Lago Vista Beautiful Board
- Airport Advisory Board
- ___ Library Advisory Board
- ___ Parks and Recreation Advisory Committee
- ___ Golf Course Advisory Committee
- ___ Charter Review Committee

*You may attach additional sheets if necessary.

KURT E. TESSNOW, PH.D.

November 27, 2015

Mr. David Harrell, Development Services
City of Lago Vista
5803 Thunderbird St.
Lago Vista, TX 78645

Dear Mr. Harrell:

I am submitting my application for a position on a city board. My wife and I have owned property in Lago Vista since 1970. We bought our present home here in 1994. Until we moved here permanently upon my retirement at the end of 1999, we were weekend visitors. I believe that it is time that I give back to the community we have enjoyed for so many years.

My primary activity throughout my professional career has been aviation related. That is the reason that I made the Airport Board my first choice. You do not currently list an opening on this board, but I do not know if my friend Jim Orr wants to continue to serve.

My second choice is the Building Committee. As a Professional Engineer, specializing in aircraft structures, I have frequently, if informally, consulted on structural building issues. Therefore I think that I am qualified to judge safety issues and construction standards.

Similarly, my engineering background and lengthy residence in Lago Vista enable me to fairly arbitrate code and zoning issues that might come before the Board of Adjustments.

I hereby am offering my services to the City of Lago Vista. I believe there are enough members of the City Council and the various boards and committees that know me that it would be superfluous to add any letters of recommendation.

Sincerely yours,



Kurt E. Tessnow, PhD, PE

**CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES**

Kurt E. Tessnow,	21604 Mt. Laurel Drive	Lago Vista, TX, 78645-6573
Name	Address	City, State, Zip
(512) 267-2148	(512) 517-9675	
Home phone:	Cell phone:	Business phone:
ktessnow@austin.rr.com		
Email address:		

Education*	Garden City (KS) Jr. College + Univ. of Wichita: Aeronautical Engrg. (1959)
	Univ. of Dallas: MBA - Engineering Management (1983)
	SMU + Kennedy Western U.: Ph.D. (General Engineering)

Employment*	1962 - 1969 Learjet Industries, Wichita, KS: Supervisor of Airframe Design
	1969 - 1970 Swearingen Aircraft, San Antonio, Chief-Airframe Design (SA-28T)
	1970 - 1973 Marvel Mfg. Co., San Antonio, Vice President - Engineering
	1973 - 2000 Bell Helicopter Textron, Hurst, Chief - Airframe & Landing Gear Design

Areas of Interest*	Project Management, Aviation Related Activities,
---------------------------	--

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*

Extensive leadership, supervisory, and management experience, working in small, medium, and large industrial organizations. Led company and government funded research projects, presenting proposals, progress reports and final reports to sr. management and at NAVAIR Structures in Washington, DC, and the U.S. Army's Advanced Aviation Technical Directorate (AATD) in Ft. Eustis, VA.

After retirement, became involved in the LVPOA, serving six years on the board of directors, including two years as president. I am a member of the Lago Vista Lions Club, where I have served as Treasurer, Vice President and President. I currently again serve as a Vice President. On the Lions district level, I have served

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- | | |
|--|---|
| <u> 3 </u> Board of Adjustments | <u> 1 </u> Airport Advisory Board |
| <u> 4 </u> Planning & Zoning Commission/
Impact Fee Committee | <u> </u> Library Advisory Board |
| <u> </u> Roads & Grounds Committee | <u> </u> Parks and Recreation Advisory Committee |
| <u> 2 </u> Building Committee | <u> </u> Golf Course Advisory Committee |
| <u> </u> Keep Lago Vista Beautiful Board | <u> </u> Charter Review Committee |

*You may attach additional sheets if necessary.

Addendum to City of Lago Application for Boards, Commissions, and Committees

Kurt E. Tessnow

Experiences, Characteristics, etc. (Continued)

as Zone Chair Person, in various Committee Chairmanships, and as Second and First Vice District Governor. I also served on the board of directors of the Lone Star Lions Eye Bank. At the present time, I serve as the district's Diabetes Awareness Chairperson.

I am a Life Member and a 20/20 Visionary Club Member of the Lone Star Lions Eye Bank, which also awarded me a Celeste and Harrison Shepherd Fellowship. I am also a Life Member and Century Club Member of the Texas Lions Camp. Lions Clubs International has presented me with the Melvin Jones Fellowship, the highest award given to Lions upon the recommendation of their local club.

I have served as treasurer and vestry member of St. Peter's Episcopal Church in Lago Vista, and of several other churches before moving here.

I am an active member of the Hill Country Singers and the Lakeside Singers, a local men's barbershop chorus.

I am a Registered Professional Engineer (Aeronautical)(Inactive) in the State of Texas.

1988-1989 I served on the NATO Subcommittee on Helicopter Inoperability, coordinating with representatives of helicopter manufacturers throughout North America and Western Europe, and reporting to NATO headquarters in Brussels, Belgium.

Throughout my life and career, I have striven to thoroughly and honestly execute all tasks I have undertaken and to display a high level of work ethic. I believe these qualities can be a valuable asset to the City of Lago Vista.

CITY OF LAGO VISTA

APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

GEORGE R. EEDS, 21,557 LAKEFRONT, LAGO VISTA, TX 78645
 Name Address City, State, Zip

512 267 1159 512 426 0883 512 346 2076
 Home phone: Cell phone: Business phone:

GEEDS2@AUSTIN.RR.COM
 Email address:

Education* B. S. CIVIL ENGINEERING, TEXAS A&M
B. S. ARCHITECTURE, TEXAS A&M

Employment* AUSTIN / HOUSTON, LLC

Areas of Interest* AVIATION, (AIRCRAFT OWNER, COMMERCIAL PILOT)
CYCLING, WATER SPORTS

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*

PRIOR BOARD CHAIRMAN, AIRPORT ADVISORY BOARD, 2 YRS.
" " " , AIRPORT PROPERTY OWNERS ASSOC., 6 YRS.
" " " LVISO, TEN YEARS
BOARD MEMBER, LVPOA, ONE YEAR
" " , CITY BUILDING COMMITTEE, ONE YEAR
PRIOR CHAIRMAN, CITY CHARTER COMMITTEE, (1999), ONE YEAR

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustments | <input checked="" type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission/
Impact Fee Committee | <input type="checkbox"/> Library Advisory Board |
| <input type="checkbox"/> Roads & Grounds Committee | <input type="checkbox"/> Parks and Recreation Advisory Committee |
| <input type="checkbox"/> Building Committee | <input type="checkbox"/> Golf Course Advisory Committee |
| <input type="checkbox"/> Keep Lago Vista Beautiful Board | <input type="checkbox"/> Charter Review Committee |



*You may attach additional sheets if necessary.

CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

GLENN CHIAPPE 330 FLIGHTLINER RD LAGO VISTA 78645

Name Address City, State, Zip
512 263 3868 (512) 970-7950 (prefer cell)

Home phone: Cell phone: Business phone:

Email address:
glenn@planeplace.com

Education* B.S. Electrical Engineering, U.T. 1988

Employment* Semicom Sales, Inc. owner/partner

Areas of Interest* Aviation

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*

Much Board experience and Airport experience

1999-2014 Board member/Director

SPICEWOOD Pilots' Association, SPICEWOOD Airport

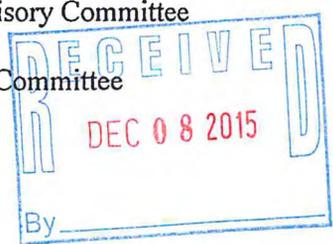
SPICEWOOD TX

1999-2001 Texas Aviation Association Board Member

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- Board of Adjustments
- Airport Advisory Board
- Planning & Zoning Commission/
Impact Fee Committee
- Library Advisory Board
- Roads & Grounds Committee
- Parks and Recreation Advisory Committee
- Building Committee
- Golf Course Advisory Committee
- Keep Lago Vista Beautiful Board
- Charter Review Committee

*You may attach additional sheets if necessary.



**CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES**

Claudette Colwell 326 Flightline Rd. Lago Vista, TX. 78613 [#]

Name Address City, State, Zip

(916) 712-1094 same

Home phone: Cell phone: Business phone:

colwell.ch@gmail.com

Email address:

Education* College

Employment* Retired

Areas of Interest* Flying, singing w/ Hill Country Singers, hiking
singing ladies ensemble - Grace Fellowship

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.* Experimental Aircraft Assoc.

Past-President EAA Chapter 512 in Placerville, Ca.

EAA Chapter Advisory Council - 7 Yrs.

Chaired Placerville Advisory Committee to Board of Supervisors for 6 Yrs.

Aircraft owner & pilot since 1983

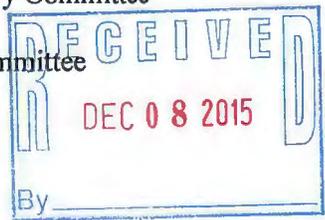
Served on Rusty Allen Airport Property Owners' Assoc - 2 terms - Board

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustments | <input checked="" type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission/
Impact Fee Committee | <input type="checkbox"/> Library Advisory Board |
| <input type="checkbox"/> Roads & Grounds Committee | <input type="checkbox"/> Parks and Recreation Advisory Committee |
| <input type="checkbox"/> Building Committee | <input type="checkbox"/> Golf Course Advisory Committee |
| <input type="checkbox"/> Keep Lago Vista Beautiful Board | <input type="checkbox"/> Charter Review Committee |

*You may attach additional sheets if necessary.

Mailing Address: 202 Walton Way
Suite 192, #236
Cedar Park, TX. 78613



**CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES**

Wallace Andrew Pennington 3306, Parliament Cove, Lago Vista TX
 Name Address City, State, Zip 78645
 512-814-9354

Home phone: Cell phone: Business phone:
 Wapenn@sbcglobal.net
 Email address:

Education* BBA Computing (Baylor) '84, Master of International Mngt's (Baylor)
 Master of Science 2000 (Colorado Tech), Air Command & Staff
 College 2006 (USAF), Air War College (2011),

Employment* Colonel - USAFR - JMA to the Director, Air
 & Cyberspace Operations (PACAF), Cyber / UAS Consultant
 (personal business)

Areas of Interest* Flying, Strategic Planning, Real Estate
 development & entrepreneurship

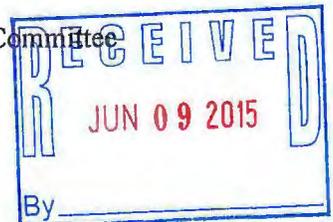
Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*

- Acting Director, Pacific Air Forces Air & Cyber operations during Nepal earthquake relief, 28+ years USAF experience
- Designer / Program Manager - US Marine Corps UAS Training for Tier 1 systems
- F-111 WSO/EWO (Navigator). Private pilot - SEL
- Career training / strat planning senior executive at multiple firms

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustments | <input checked="" type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission/
Impact Fee Committee | <input type="checkbox"/> Library Advisory Board |
| <input type="checkbox"/> Roads & Grounds Committee | <input type="checkbox"/> Parks and Recreation Advisory Committee |
| <input type="checkbox"/> Building Committee | <input type="checkbox"/> Golf Course Advisory Committee |
| <input type="checkbox"/> Keep Lago Vista Beautiful Board | <input checked="" type="checkbox"/> Charter Review Committee |

*You may attach additional sheets if necessary.



W. ANDREW PENNINGTON (Colonel, USAFR)

3306 Parliament Cove
Lago Vista, TX 78645

512-217-1291

Andy.Pennington@Gartner.com
wapenn@sbcglobal.net

Clearance: Top Secret SCI/TK (April 2015 SBI)

CI Polygraph (April 2013)

EXECUTIVE SUMMARY

Senior executive with an extensive background in information technology project management, education, and unmanned aircraft systems. This includes a broad range of proven skills that include the ability to:

- Provide strategic leadership and planning, develop customer trust, and consistently attain exceptional results for clients and employers.
- Orchestrate activities of multi-disciplinary teams that support policy development and review, resource planning/management, enterprise services, global communications, information assurance (IA), and full spectrum network operations.
- Utilize proven management, problem-solving, and negotiating skills to bridge views/resolve issues.
- Function as Project or Program Manager in national-level programs for education, training and information technologies.
- Develop and deliver complex technical training/policy that links multiple disciplines.

CAREER ACCOMPLISHMENTS

INDUSTRY AND ACADEMIA

1999-present

Executive Partner, Gartner Inc. (Sep 2015—present)

Serves as trusted advisor to CIOs from Global 1000 organizations and government agencies.

- Engaged members to identify key initiatives that are critical to achieving their enterprise goals.
- Partnered with the member to (all based on the application of Information technology): define and develop information technology activities, coach and/or critique strategies; help develop and/or transform their organizations; assist/advise with the development and execution of vision & strategy; aggregate and deliver Gartner research insights on key initiatives, priorities, and implementations; and in general, become a consigliere for the CIO.
- Deliver Leadership Development to the member's appointed delegate.

Assistant Program Chair, Information Security & Assurance – Embry-Riddle Aeronautical University

Assess the current Information Assurance (IA) body of knowledge and technical environment to create graduate student curricula and laboratories

- Designed and developed a graduate cyber forensics course two months after hire

Vice President, Cybersecurity and Intelligence - K2Share LLC

Assess Information Assurance (IA), Intelligence and UAS training markets to determine corporate opportunities and direct allocation of resources to acquire new business/satisfy current customers

- Developed and delivered IA Compliance (C&A) training to federal/DoD IT System Accreditors.
- Capture, Program and Product Manager for USMC Small UAS Training Support Package (TSP): delivered web-based, video & instructor-led flight training for 4 Aerovironment tactical drones.
- *2012 Most Valuable Player Award (Employee of the Year) - garnered 23% of firm revenue.*

Vice President of Operations - Advanced Communications Concepts Inc.

Led Program Management, Business Development, Capture Management & Proposal Development for entrepreneurial firm that developed the 1st-ever use of encryption, ad hoc networks, and imagery processing inside Small UAS (Aerovironment Raven and MITEX Buster).

- Established engineering subsidiary acquired by McLane Advanced Technologies.
- *Acquired \$9M funding and directed 4 USAF, Joint Service and Army Research field tests.*

W. ANDREW PENNINGTON (Colonel, USAFR)

Director of IT Business Development - McLane Advanced Technologies

Led IT and IA Training BD for billionaire Drayton McLane (Houston Astros, Wal-Mart grocery).

- Led acquisition of FPGA-based, Red/Black single-chip encryptor Line of Business.
- *Selected to serve as VP of Operations for the TUC strategic partnership after acquisition.*

Director, Center for Cyber Security Policy, and Assistant Professor - Our Lady of the Lake University

- Directed planning, budgeting and operations for an NSA/DHS-designated Center of Academic Excellence Course Leader for Master of Science in Information Assurance per DoDI 8570.01M criteria.
- *Built Center in one year and recognized as an NSA/DHS Center of Academic Excellence.*

Assistant Professor, PC Support & Information Security - Northwest Vista College

Department Chair for Business and Information Systems, managing 70+ faculty and 10 IT labs.

- Established and taught courses in IT Fundamentals, Networking, IA, Ethics, Marketing, Business Fundamentals, and International Business.
- *Developed 2 AAS curriculums per Texas Higher Education Board coordination in only 1 year.*

Director, Program Management Office, USAA E-Commerce and Financial Services Center

Built a new PMO that provided oversight of E-Commerce projects in a Fortune 100 company.

- Directed Program Management activities including Program Control, Scheduling, and Administration for 140 information technology projects with a total budget exceeding \$430M.
- *Promoted from Business Technology Analyst to Business Project Manager to Business Program Manager and then Director, Program Management Office in less than two years.*

UNITED STATES AIR FORCE

Reserve Duty: 1999-present

IMA (Individual Mobilization Augmentee) to the Director, Air and Cyberspace Operations, (PACAF A3/A6)

Reserve alternate to the Pacific Air Forces Director of Air and Cyberspace Operations.

- Developed new A3/6 strategic planning initiative within 3 weeks of assignment.
- *Selected to serve as Reserve alternate to 2 Brigadier Generals and 1 Colonel who direct all air, cyber and space forces aligned under the Pacific area of operations.*

IMA to the Deputy Commander, Air Force Cyber Command (AFCYBER)

Reserve alternate to the AFCYBER/CD to organize, train, equip and present cyber forces & capabilities to US Cyber Command and Combatant Commanders.

- AFCYBER Commander's liaison to the National Security Agency and US Cyber Command (USCC)
- Represented AFCYBER to 4-star USCC/NSA leader, HQ USAF, SECDEF and congressional staff
- *Recalled to active duty for 3 months as the sole USAF representative to US Cyber Command's Snowden Insider Threat Task Force.*

IMA to the Commander - 688th Information Operations Wing

Served as the Senior IMA and (CR) Reserve Coordinator for a 10-unit wing with 1,600+ ANG/ARC members.

- *Championed, planned and led the transfer and standardization of CR functions from an ad hoc, part-time IMA position to a normalized, full-time office under Wing Planning Office in 3 months.*

IMA to the Commander - 26th Network Operations Group

Augmented the commander for USAF's sole network defense group, and served as Senior Duty Officer (SDO) at AFCYBER's (Provisional) USAF Network Operations Security Center.

- One of 4 officers that stood-up the USAF's first-ever Network Defense group.
- Member of AFSPC/A6's "100-day War Room" planning team for the AFCYBER standup.
- Member of the first cohort of 12 members (plank-holders) that stood-up the 24th Air Force.
- *As Cyber Operations Center Senior Duty Officer, commanded a Cyber combat operations crew for three consecutive 24-hour periods to thwart the largest zero-day cyber-attack on the U.S. to that date.*

W. ANDREW PENNINGTON (Colonel, USAFR)

IMA to the Inspector General - 67th Information Operations Wing

Handpicked by the Wing/CC to augment a junior (GS 11) Wing Inspector General (IG) as the senior military IG member – specializing in matters pertaining to the UCMJ and military discipline.

- *Directed the active duty force's wing-wide preparations for a Unit Compliance Inspection, yielding a 96% compliance score that was Air Combat Command's highest score to date.*

Training OIC (Officer-in-Charge) - 433rd Logistics Support Squadron

Led and managed 12 logistics NCOs in planning, coordinating, and conducting Logistics Group training for over 1300 members in 4 squadron's, to ensure mission-ready status for 16 C-5As.

- *Selected as squadron OIC for 6 months while awaiting new commander.*

UNITED STATES AIR FORCE

Active Duty: 1987-1999

Chief, Logistics Inspections - Air Intelligence Agency Inspector General

Led office that audited contingency planning, maintenance training, supply, transportation, materiel control, and computer/telecomm maintenance and operations management for the Air Intelligence Agency (now AFISRA) and affiliated CIA and NSA offices worldwide.

- Evaluated logistics management practices, policy, planning, and organizational structuring. Provided analyses directly to the Agency's most senior leaders, and the Director, NSA.
- *"1997 Inspector General Company Grade Officer of the Year".*

Chief, Special Projects Office - Analysis and Engineering - USAF Space Warfare Center

Program Manager for deep-space asteroid interceptor: \$250M Clementine II project.

- Provided program-level oversight to project managers at NASA, the Jet Propulsion Laboratory, the Naval Research Laboratory, and the Phillips Laboratory.
- *Handpicked to advocate budget and program objectives to White House/Congressional staff.*

Director, Configuration Control Board - Jack Swigert Space Operations Center

Evaluated, coordinated, and approved activities of installations, modifications, and test activities for the \$400M Air Force Satellite Control Network (AFSCN).

- Deconflicted activities with spacecraft operations control centers and facility maintainers.
- *Coordinated 13 projects with total costs exceeding \$68M -- saving \$2M on network support.*

Commander, Communications Maintenance Flight - 50th Space Communications Squadron

Supervised 50 technicians and 3 crews maintaining AFSCN systems and a local area network.

- Systems enabled command and control of most Air Force satellites and many NASA vehicles, including the Space Shuttle and Global Positioning System.
- *"Best Small Maintenance Activity in the Department of Defense, 1996".*

EF-111 Electronic Warfare / Weapons Systems Officer - 391st Tactical Fighter Squadron

Navigator upgrading from F-111A to EF-111 tactical airborne jammer and SIGINT collector.

- Medically disqualified from flying for recurrent kidney stones.
- *"Squadron planning officer for Operation Just Cause – Panama".*

COLLEGE EDUCATION

1984 - BBA, Computer Info Systems & Quantitative Business Analysis - Baylor University

1985 - Master of International Management, International Business - Baylor University

2000 - MS of Management - (in lieu of DBA-all but dissertation) - Colorado Tech U.

W. ANDREW PENNINGTON (Colonel, USAFR)

PROFESSIONAL MILITARY EDUCATION

2011 - Air War College (Distance Learning)

2007 - Scope Eagle (Senior Communications Officer Course)

2006 - Air Command and Staff College (Distance Learning)

1996 - Advanced Computer Officer Training – Intermediate computer/communications studies.

1991 - Squadron Officer School – in-residence at Air University

1991 - Basic Computer Officer Training - Computer programming and communications principles.

1990 - Lead-in Fighter Training and F-111 Training

1989 - Undergraduate Navigator Training (Basic, Electronic Warfare / Weapon Systems Officer)



**CITY OF LAGO VISTA
DEVELOPMENT SERVICES**

P.O. BOX 4727
LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

MEMO

To: Airport Advisory Board

From: David Harrell, AICP, Director

RE: Business Items 2 – 4

These items will be discussed at the meeting.