

RESOLUTION NO. {{item.sequential\_number}}

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, AUTHORIZING A LAND LEASE AGREEMENT WITH SEAREY ADVENTURES, LLC, C/O TOM AND GAYLE RHINES, TO CONSTRUCT A PERMANENT METAL HANGAR ON A 110-FOOT BY 125-FOOT PLOT IN THE COMMERCIAL HANGAR AREA AT THE DRAUGHON-MILLER CENTRAL TEXAS REGIONAL AIRPORT; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, SeaRey Adventures, LLC, c/o Tom and Gayle Rhines (the “Lessee”), has requested to lease a 110-foot by 125-foot plot of land at the Draughon-Miller Central Texas Regional Airport (the “Airport”) to construct a 70-foot by 100-foot by 25-foot permanent metal hangar;

**Whereas**, the proposed location for the hangar is in the commercial hangar area of the Land Use section of the Airport Master Plan - the hangar would be constructed on a 110-foot by 125-foot plot;

**Whereas**, the Federal Aviation Administration is currently conducting an aeronautical survey of the proposed hangar site and will likely issue its approval of the hangar’s height at this location since it sits outside the runway Obstacle Free Area (OFA) - this location does meet the Airport Master Plan private hangar map location;

**Whereas**, the term of the Lease will be for 30 years with two five-year lease extensions, for a total of 40 years - the Lessee will begin paying rent for the Leased Premises on the Effective Date of the Lease;

**Whereas**, the Lessee will pay annual rent in the amount of \$4,125.00, at a rate of \$0.30 per square foot per year for the 13,750-square-foot plot - rent may be paid in equal monthly installments of \$343.75 or in a lump sum annual payment;

**Whereas**, rent must be prepaid, whether paid in monthly installments or as a lump sum annual payment - monthly rent is due on the first of the month at the office of the Airport Director;

**Whereas**, at the fifth anniversary, and each subsequent five-year period, rent is subject to adjustment based on CPI, provided that the rate shall not exceed the lesser of 10 percent more than the then-current rental rate or any then-current rate prescribed by the City’s published Rate and Fees schedule - Staff recommends that the Lease have an effective date of June 1, 2025;

**Whereas**, the Lessee must begin construction within 90 days of execution of the Lease and obtain a Certificate of Occupancy no later than six months after construction commences - the Lessee will provide the City with a Project Schedule, and, at the completion of construction, the Lessee will provide the Airport Director with a copy of the Certificate of Occupancy, a complete set of record drawings or as-builts, and a summary of cost/value of improvement;

**Whereas,** the Lessee agrees to use the hangar solely for aviation purposes and aeronautical operations and understands that the hangar space is for storage of operable and airworthy aircraft - if, at any time, the hangar is used for a non-aeronautical use without the express prior written consent of the City, the Lessee will be in default of the Lease;

**Whereas,** the Lessee is responsible at their sole cost and expense for the installation of all utility services to the Leased Premises, as well as the cost for all utilities;

**Whereas,** the Lessee will keep and maintain the premises in a good, clean, and sanitary condition, reasonable wear and tear excepted, and will, at the Lessee's sole cost and expense, make all repairs and replacements necessary to prevent the deterioration of the premises, including, but not limited to, maintenance and repair of all hangars and other structures, doors, windows, roofs, all fixtures, equipment, hangar modifications, and surrounding pavement;

**Whereas,** the Lessee will provide the City with evidence of current insurance as required by the Lease, evidence of current aircraft registration, will execute a written lease with the City, and will be required to abide by the terms of the Lease, the Airport Rules and Regulations, and Chapter 3 of the City's Code of Ordinances, "Airports and Aircraft";

**Whereas,** at its April 14, 2025 meeting, the Airport Advisory Board voted 7 to 0 to recommend approval;

**Whereas,** Staff recommends Council authorize a Land Lease Agreement with the Lessee to construct a permanent metal hangar on a 110-foot by 125-foot plot in the commercial hangar area at the Airport;

**Whereas,** annual land lease revenue of \$4,125.00 will be deposited into Account No. 110-0000-446-3025, Corporate Land Leases; and

**Whereas,** the City Council has considered the matter and deems it in the public interest to authorize this action.

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

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council authorizes a Land Lease Agreement with SeaRey Adventures, LLC, c/o Tom and Gayle Rhines, to construct a permanent metal hangar on a 110-foot by 125-foot plot in the commercial hangar area at the Draughton-Miller Central Texas Regional Airport, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **1<sup>st</sup>** day of **May, 2025**.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jana Lewellen  
City Secretary

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Kathryn H. Davis  
City Attorney