

RESOLUTION NO. 2024 - 05 - 03

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall, on the 21st day of May 2024, at 6:00 p.m.; a majority of council members being present and constituting a quorum, the following resolution was adopted:

WHEREAS, Chapter 18, Section 18-78, (a) General Rules and Regulations, (12) Licensed Pilots of the Commerce Code of Ordinances states, “only aircraft with current and correct FAA certificates of registration and airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the airport except as provided in this section/order”;

AND WHEREAS, Chapter 18, Section 18-78, (a) General Rules and Regulations, (13) Registration and Log Entries of the Commerce Code of Ordinances states, “each person owning an aircraft based at the airport, or any person based and receiving flight instruction toward an FAA rating at the airport shall register at the office of the airport manager their name, address, telephone number, aircraft model, aircraft registration “N” number, or make and model of aircraft for those aircraft not requiring registration (ultralight), and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency. Additionally, the log entries for each aircraft shall be presented to the airport manager for annual inspection”;

AND WHEREAS, Chapter 18, Section 18-78, (f) Lease of Airport Property and Construction on Airport of the Commerce Code of Ordinances allows for “hangars and other buildings or structures owned by the city may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial fixed base operation (FBO)”;

AND WHEREAS, the Commerce Municipal Airport currently has Shade T-Hangars with at least one currently available for lease;

AND WHEREAS, Ronald & Marleen Peterson has requested to enter into a lease agreement with the City of Commerce to lease a Shade T-Hangar at the Commerce Municipal Airport;

AND WHEREAS, Ronald & Marleen Peterson has provided confirmation of a current FAA aircraft registration, current pilot's license, current aircraft insurance, and adequate contact information;

AND WHEREAS, after careful deliberation by the City Council of the City of Commerce, it is deemed to be in the best interest and general welfare of the City of Commerce, that said Shade T-Hangar agreement be approved, a copy of which is attached hereto and marked Exhibit "A" and made a part hereof as if copied herein verbatim;

THEREFORE, BE IT RESOLVED, the proposed agreement between Ronald & Marleen Peterson and the City of Commerce, be approved and accepted and is hereby approved and accepted in all respects.

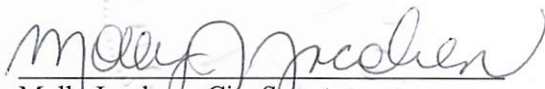
BE IT FURTHER RESOLVED, that the City Manager be authorized, and he is hereby authorized to execute the agreement and any and all instruments requisite in implementing said resolution;

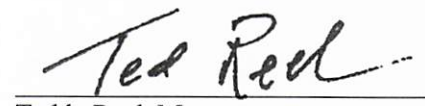
BE IF FURTHER RESOLVED, that the City Secretary be authorized, and she is hereby authorized to attest to the signature of the City Manager to any and all instruments requisite in implementing this resolution;

PASSED BY THE GOVERNING BODY of the City of Commerce, Texas, at a regular meeting of the City Council of the City of Commerce, Texas, on the 21st day of May 2024.

ATTEST:

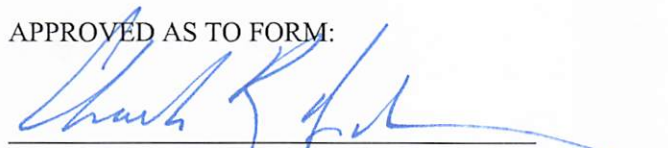
CITY OF COMMERCE, TEXAS


Molly Jacobsen, City Secretary


Teddy Reel, Mayor

(Seal)

APPROVED AS TO FORM:


Charles Anderson, City Attorney

I, Molly Jacobsen, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution and that the same has not been repealed and is in full force and effect.

(Seal)


Molly Jacobsen, City Secretary
City of Commerce, Texas

COMMERCE MUNICIPAL AIRPORT SHADE T-HANGAR LEASE AGREEMENT

I. NAME OF THE PARTIES

This agreement, made this 21st day of May 2024, by and between the City of Commerce, Texas, hereinafter called the Landlord, and Ronald and Marleen Peterson, hereinafter called the Tenant.

- A. Name(s) of Tenant(s): Ronald and Marleen Peterson
- B. Tenant Mailing Address: 6641 County Road 4209 Campbell, TX 75422
- C. Tenant Phone Numbers: (Mobile) Ron- 940-206-7291 (Mobile) Marleen 940-206-9709
- D. Tenant Email Address: Ron- rp1957@verizon.net Marleen- mpeter66@verizon.net
- E. Tenant's Aircraft Insurer: Assured Partners Aerospace
- F. Insurer's Address and Telephone: 411 Aviation Way, Suite 210, Frederick, MD 21701
- G. Insurance Policy Number: PND01611464
- H. Description of Aircraft: PA-20 Piper Racer, N2571A

II. AGREEMENT

The parties agree to the following:

- A. In the consideration of the lease payment of \$70.00, payable the first day of each month, the Tenant agrees to let, on a month-to-month basis, the Shade T-hangar described as follows: UNIT 2 (North Middle Unit), IN THE SHADE T-HANGAR BUILDING AT COMMERCE MUNICIPAL AIRPORT, 1755 STATE HIGHWAY 50, COMMERCE, TX 75428.
- B. Tenant agrees that the lease payment listed herein shall be subject to annual review and adjustment by the Landlord. Such increase in the lease payment shall begin immediately upon request from the Landlord and continue at the rate until the next annual review.
- C. All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Commerce, Texas by mail or delivery.
- D. The leased premises shall be used for the following purpose(s): HANGAR AND STORAGE OF AIRCRAFT, AIRCRAFT PARTS, MINOR TOOLS AND EQUIPMENT, AVIATION OIL AND ONLY SUCH MATERIALS FOR "PILOT ALLOWED MAINTENANCE" OF AIRCRAFT IN ACCORDANCE WITH PART 43 (Maintenance of Aircraft) AND PART 91 (General Operating Rules) OF THE FEDERAL AVIATION REGULATIONS. NO FUEL CONTAINERS GREATER THAN ONE 5-GALLON NFPA-APPROVED CONTAINER SHALL BE STORED IN A HANGAR AND MUST BE STORED IN A TENANT-PROVIDED "FIREPROOF" CABINET. THE TENANT MAY PARK A WORKING VEHICLE FOR TRANSPORTATION ONLY WHILE AIRCRAFT IS FLYING. BOAT/TRAILER/RV STORAGE IS PROHIBITED.

III. LEASE COVENANTS

- A. The Tenant shall be subject to the following covenants and conditions with the City of Commerce and Commerce Municipal Airport during the period of the lease:
 - 1. To notify airport within 30 days of any changes of Tenant's information above.
 - 2. Tenant shall abide by all applicable rules and regulations of the Federal Aviation Administration, Environmental Protection Agency, The Texas Commission on Environmental Quality, the Texas

Department of Agriculture, the Texas Department of Transportation, the City of Commerce, governing body of Commerce Municipal Airport, and of all other duly constituted public authorities having jurisdiction.

3. Tenant shall not sublet or furnish to any other person tie-down space, field privileges, or any other right or privilege in or on any airport property without the written consent of Airport Manager.
4. Tenant agrees to accept all facilities on the leased premises on an "as is" basis.
5. Tenant accepts and recognizes responsibility for setting parking brakes, placing chocks, and tying down and checking of their own aircraft.
6. Tenant further covenants/agrees that it will not hold the City of Commerce or any of its agents, employees, or airport board members responsible for any loss occasioned by fire, theft, rain, windstorm, or hail, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, T-hangars, offices, aprons, field, or any other location at airport; and Tenant agrees that the planes and their contents are to be stored, whether on the field or in the hangars, at Tenant's risk.
7. Tenant agrees to indemnify, defend and save airport, its agents, officers, representatives, and employees, harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the activities of the Tenant, its agents, servants, guests or business visitors under this agreement or by reason of any act or omission of such person.
8. Tenant hereby gives and grants to airport a lien upon, and pledges as collateral to the airport in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by the Tenant at airport; and agrees that in the event of any failure on the part of the Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for 60 days of any specified rent, airport may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by airport, without prejudice to further claims thereafter to arise under the terms hereof.
9. The Landlord shall have the right to terminate this agreement at any time with or without cause on delivery of written notice to the Tenant at his last known address and upon refunding to the Tenant a pro rata amount of the storage charges provided for the unexpired portion of the month following the date of such termination; and upon termination, Tenant shall immediately remove said airplanes from airport.
10. Tenant shall furnish a key to all wheel-lock or gear locking devices. If Tenant does not provide key, the Landlord will remove lock and install an airport-provided lock and supply a key to Tenant.
11. Airport Manager or designated representative shall have the right to enter lease premises at any time and move aircraft in case of inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement, or preservation of the tie-down lease premises.
12. Tenant agrees to pay, in addition to the rent provided for herein, all personal property taxes and any other taxes which tenant may be required by law to pay.
13. Tenants consisting of "Flying Clubs" and "Organizations" shall provide the Airport Manager with a full list of the names, addresses, and contact information of all members in the first week of January of each year, and updates within 30 days of any membership changes.
14. Airport hereby acknowledges receipt of a copy of this agreement and a copy of the rules and regulations of airport, said rules and regulations being specifically incorporated by reference as though fully set forth herein; and Tenant agrees that it shall be bound thereby.

B. Notices:

Any notices desired or required to be served by either the Landlord or Tenant upon the other may be served by depositing the notice in registered United States mail in a sealed envelope, postage prepaid, addressed as follows (or to any other person or address as may be designated by the parties):

Tenant: 6641 County Road 4209, Campbell, TX 75422

City of Commerce: 1119 Alamo Street, Commerce, TX 75428

LANDLORD:

[Signature]
Howdy Lisenbee, City Manager
City of Commerce

TENANT:

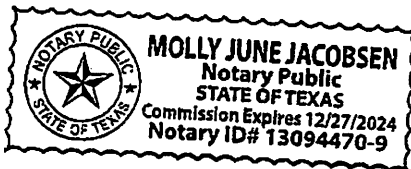
[Signature]
Ronald Alan Peterson

TENANT:

[Signature]
Marleen Marie Peterson

STATE OF TEXAS
COUNTY OF HUNT

This instrument was acknowledged before me on June - 7, 2024 by Howdy Lisenbee, City Manager, on behalf of the City of Commerce.



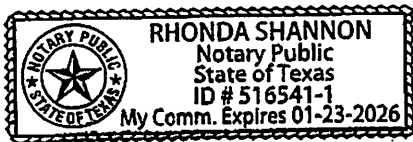
[Signature]
Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS
COUNTY OF HUNT

This instrument was acknowledged before me on June - 7th, 2024 by Ronald Alan Peterson and Marleen Marie Peterson.

For the purposes and consideration therein expressed.



[Signature]
Notary Public, State of Texas

My commission expires: 01/23/2026