



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, APRIL 2, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, April 2, 2024 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Proclamation/Recognition - Elizabeth M. Walker
 - 2) Proclamation/Recognition - Richard Stubbs, retirement
 - 3) Recognition of Weslaco High School Dreamettes.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. REPORTS

- A. Weslaco Economic Development Corporation.
- B. Weslaco Chamber of Commerce & Visitor Center.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

- A. Approval on second and final reading of the following:
 - 1) Ordinance 2024-10 repealing Ordinance 86-11 and adopting the Mid-Valley Rules and Standards for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. (First reading held March 19, 2024; staffed by Airport Department.) Attachment.
- B. Approval on Resolution 2024-43 to apply for the Wal-mart Foundation Community Grant from Wal-mart 1041 in the amount of \$5,000 to support police community programs and authorize the Mayor to execute any related items. (Staffed by the Police Department.)
- C. Approval on Resolution 2024-44 to apply for the Wal-mart Foundation Community Grant from Wal-Mart 6159 in the amount of \$2,000 to support police community programs and authorize the Mayor to execute any related items. (Staffed by the Police Department.)
- D. Approval on Resolution 2024-45 to submit an application for funding assistance made available through FY2023 Staffing for Adequate Fire and Emergency Response (SAFER) from the Department of Homeland Security and FEMA and authorize the Mayor to execute any related documents. (Staffed by City Grant Writer and Fire Chief.)

V. NEW BUSINESS

- A. Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and City of Mercedes for Sanitary Sewer and Water services for Camino de Verdad Phase II and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment.
- B. Discussion and consideration on the petition from Garvic Properties, LP for the release of Milanos Estates Phase II, III and IV real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.
- C. Discussion and consideration on the petition from DASC Investments LLC for the release of Highland Manor Phase III real property located in the City's Extraterritorial

Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.

- D. Discussion and consideration on Ordinance 2024-11 adopting a 50% property tax exemption for qualifying child-care facilities in accordance with Senate Bill 1145 and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-11. Possible action. (Staffed by City Manager.) Attachment.
- E. Discussion and consideration on renewal of the agreement with Armando Martinez dba M-5 Texas Enterprises LLC Consulting Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.
- F. Discussion and consideration accepting, replacing and using the following Weslaco Mid-Valley Airport Lease Agreements:
 - A) Third Party Development and Ground Lease
 - B) Third Party Lease of City Owned Facilities - Non-Aeronautical;
 - C) Third Party Lease of City Owned Facilities - Aeronautical.

and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.

- G. Discussion and consideration to solicit Request for Bids (RFB) for security services at the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)
- H. Discussion and consideration to solicit Statement of Qualifications (SOQ) for Engineering Services to conduct a Feasibility Study, Environmental Determination, Design Services, Grant Administration and Construction Bid Documents for the proposed Runway and Parallel Taxiway expansion for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)
- I. Discussion and consideration to declare old and expired fire equipment as surplus, such as end of life bunker gear, helmet, pants, boots, coats and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- J. Discussion and consideration to donate old fire equipment declared as surplus (bunker gear, coats, helmets, pants, boots) to sister city Rio Bravo Fire Department and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- K. Discussion and possible action after interviews with the firms that submitted for consideration of the City of Weslaco Alton Landfill Post-Closure Care Monitoring (RFQ No. 2023-24-15) and authorize the Mayor to execute any related documents.

Possible action. (Staffed by Public Works Department.) Attachment.

- L. Discussion and consideration to award HGAC Buy Contract Number RC01-21 to vendor IPL North America Inc. for the purchase of 715 residential Omnicart trash bins for an amount not to exceed \$36,443, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Solid Waste Division.) Attachment.
- M. Discussion and consideration to increase the original purchase order 22-2432 for the residential garbage truck from April 2022 from Rush Enterprises to an amount not to exceed \$7,900 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Solid Waste Division.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

- (a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.
- (b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

- (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
 - (1) commits an offense; and
 - (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property located on 18th St, west of Pleasantview Drive described as being 12.16 acres of land out of a gross 14.82 acre tract of land out of Farm Tract 706, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- C. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County,

Texas as authorized by Section §551.072 of the Texas Government Code.

- D. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as the West Tract being an irregular tract of land out the N 416'-S435.45'-E671.78' FT 53 3.84 AC, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney relating to potential litigation regarding the claim against PNC Bank as authorized by Section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney relating to potential claim(s) on Villa de Cortez Parking Structure as authorized by Section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney on personnel matters relating to the fire department as authorized by Section §551.071 of the Texas Government Code.
- H. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Pleasant Grove as authorized by Section §551.087 of the Texas Local Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of March 2024 on or before 4:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board	Date:	Initials:
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PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: April 2, 2024	Agenda Item No. (to be assigned by CSO): 2024-238	
From:		
Subject: Certification of Public Notice.		
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU ADELAIDA VEGA Martin Garza		Created
City Manager Comments:		
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Elias Garza from Calvary Christian Center will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.		
Attachments, if any: Pledge and Mission updated 11.15.23		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA
AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD,
INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and
indivisible."

*The pledge was amended by House Bill 1034 during the 80th Legislature with the addition
of "one state under God." The revised wording became effective on June 15, 2007.

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice,
insure domestic tranquility, provide for the common defense, promote the general welfare,
and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this
Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage, and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- * Positive Attitude of Courtesy & Concern
- * Doing it Right the First Time
- * Sensitive to the citizens' needs
- * Friendly Respect for All
- * Service without Hassle



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-385	
From:			
Subject: Weslaco Economic Development Corporation.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-386	
From:			
Subject: Weslaco Chamber of Commerce & Visitor Center.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-405	
From: ANDREW MUNOZ			
Subject: Ordinance 2024-10 repealing Ordinance 86-11 and adopting the Mid-Valley Rules and Standards for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. (First reading held March 19, 2024; staffed by Airport Department.)			
Background: These Rules and Standards are intended to support the City's goal for the Airport, which is to create and maintain an inviting air transportation facility which provides facilities and services to meet customer needs; to provide a safe environment for tenants and users; achieve financial self-sufficiency to the greatest degree possible; and provide a competitive environment for the customer base it serves and targets in the future. These Rules and Standards will replace all previous versions of Minimum Standards and Rules and Regulations in their entirety and will define the operating parameters for all stakeholders and users of the Airport to identify what requirements must be offered in order to qualify to conduct Commercial and Non-Commercial Aeronautical Activities at the Airport. These Rules and Standards shall apply to all new Agreements and any extension of term for expiring existing Agreements. The implementation of these Rules and Standards is not intended to cause any existing Entity to retrofit its facilities to comply nor to alter terms and conditions contained in unexpired Agreements. If an Entity requests to modify the terms of services within an existing Agreement, the City shall, as a condition of its approval, require compliance with these Rules and Standards. These Rules and Standards shall not modify an existing agreement, nor shall they prohibit the City from entering into an agreement that requires an entity to exceed these Rules and Standards. These Rules and Standards are not intended to be all-inclusive. In establishing these Rules and Standards, the City's goal is to assure an adequate minimum level of quality of service for airport users; to foster competition at the Airport; and to avoid unfair or prohibited unjust discrimination among similar Commercial Aeronautical Service providers. The Rules and Standards shall be applied objectively and uniformly. The standards and requirements in this policy are minimums; all entities are encouraged to exceed the minimum.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication;			

indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation): The advisory board reviewed the ordinance and rules and standards and approved unanimously.	
ADELAIDA VEGA ANDREW MUNOZ Martin Garza	Created
City Manager Comments: Approve as recommended by staff.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: TXW Rules and Standards Final Clean 030124, O2024-10 adopt Rules and Standards MVA	
Responsibilities upon Approval: Making changes for second and final reading.	

CITY OF WESLACO
WESLACO MID VALLEY AIRPORT
WESLACO, TEXAS



RULES AND STANDARDS
FOR
WESLACO MID VALLEY AIRPORT

FEBRUARY 2024

DRAFT

**City of Weslaco
Mid Valley Airport
Rules and Standards**

Preface

The City's business plan for the Mid Valley Airport has developed a strategy to capitalize on the expected economic growth in the Rio Grande Valley. The airport's goal will be to increase demand by capturing a consistent piece of the regional aviation population and delivering a unique value to target customers, beyond what other airports provide. By increasing the portion of the market share at Weslaco Mid Valley Airport (TXW), it will have a profound economic impact on Weslaco and nearby municipalities.

These Rules and Standards are intended to support City's goal for the Airport, which is to create and maintain an inviting air transportation facility which provides facilities and services to meet customer needs; to provide a safe environment for tenants and users; achieve financial self-sufficiency to the greatest degree possible; and provide a competitive environment for the customer base it serves and targets in the future. These Rules and Standards will replace all previous versions of Minimum Standards and Rules and Regulations in their entirety and will define the operating parameters for all stakeholders and users of the Airport to identify what requirements must be offered in order to qualify to conduct Commercial and Non-Commercial Aeronautical Activities at the Airport.

These Rules and Standards shall apply to all new Agreements and any extension of term for expiring existing Agreements. The implementation of these Rules and Standards is not intended to cause any existing Entity to retrofit its facilities to comply nor to alter terms and conditions contained in unexpired Agreements. If an Entity requests to modify the terms of services within an existing Agreement, the City shall, as a condition of its approval, require compliance with these Rules and Standards. These Rules and Standards shall not modify an existing agreement, nor shall they prohibit the City from entering into an agreement that requires an entity to exceed these Rules and Standards.

These Rules and Standards are not intended to be all-inclusive. An Entity will be subject additionally to applicable federal, state, and local laws, statutes, codes, ordinances, and regulations pertaining to all such services. It is the responsibility of the Entity to be familiar with all federal, state, and local rules that may pertain to the service that the Entity is providing. It is not an affirmative defense against non-compliance that the Airport did not supply the Entity with or notify the Service Provider of a pertinent rule.

In establishing these Rules and Standards, the City's goal is to assure an adequate minimum level of quality of service to Airport users; to foster competition at the Airport; and to avoid unfair or prohibited unjust discrimination among similar Commercial Aeronautical Service providers. The Rules and Standards shall be applied objectively and uniformly. The standards and requirements in this policy are minimums; all Entities are encouraged to exceed the minimum.

Subdivision I - POLICIES AND GUIDELINES
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION A. -- DEFINITIONS

The following words and terms shall have meanings as indicated below, unless the context clearly requires otherwise:

- a. **Abandoned Aircraft and Abandoned Vehicle** is any aircraft or vehicle left unattended and stationary on the Airport property in an inoperable condition and/or without a current license and/or insurance or under such circumstances that evidence an intention by the owner or operator to voluntarily surrender, relinquish or disclaim the aircraft or vehicle. An aircraft or vehicle can be considered abandoned if the Airport makes a reasonable attempt to contact the owner at its last known address via registered or certified mail and a response is not received or if contact is made, the owner does not remove the aircraft or vehicle in an expeditious manner as determined at the sole discretion of the Airport Director. No liability shall accrue to the City, its officers, agents or employees for towing, removal, impoundment, storage or disposition of aircraft or vehicles or their contents under this article. The return of an impounded aircraft or vehicle may be conditioned on the owner or operator thereof paying all fees accrued against such aircraft to include towing and storage fees incident to impoundment. The City shall have a lien on aircraft or vehicles impounded for the storage and care thereof. Notification to the owner of impounded aircraft or vehicles shall be conclusively presumed given if, after accrual of sixty (60) calendar days of unpaid storage charges or fees, the registered owner of such aircraft or vehicle is advised by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of the charges, the City's lien for the payment of such charges, and the contemplated public sale of such aircraft or vehicle following the expiration of thirty (30) calendar days after mailing of such notice, unless payment or suitable arrangements for payments have been made.
- b. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- c. **Agreement** means a written, legally enforceable contract between the City of Weslaco and any party concerning access to and use of the Weslaco Mid Valley Airport.
- d. **Air Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator as defined and regulated by the Federal Aviation Administration.
- e. **Air Traffic Control Tower** means service provided by ground-based air traffic controllers who direct aircraft on the ground and through controlled airspace and can provide advisory services to aircraft in non-controlled airspace.
- f. **Aircraft Management** means the Commercial Aeronautical Activity of providing aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an aircraft owner for an aircraft under the care, custody, or control of the owner.
- g. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing aircraft to third parties for compensation.
- h. **Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, or repainting aircraft structures, propellers, accessories, interiors, exteriors and components for compensation, after which the aircraft will continue to operate. This category of activity excludes the demolition or salvage of aircraft, after which aircraft will not continue to operate.

- i. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- j. **Airframe and Power Plant Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services, which includes the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.
- k. **Airport** means the Weslaco Mid Valley Airport and all the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration, as may be amended from time to time.
- l. **Airport Director or Director** is the individual employed by the City to manage the activities and provide continuity for long range planning and development of the Airport
- m. **Airport Driving Badge** means the badge issued by the Airport for the privilege of operating a motor vehicle on the airfield.
- n. **Airport Layout Plan or "ALP"** means a plan showing the existing and proposed Airport improvements and boundaries in a form prescribed by the Airport Director.
- o. **Airport Operations Area or "AOA"** means the area of the Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. Generally, the AOA is that portion of the Airport which lies inside the airport perimeter security fence giving direct access to any aircraft and its movement area.
- p. **Airports or City Law Enforcement** means Persons identified by the Airport Director to provide security and/or law enforcement functions at the Airport.
- q. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston aircraft.
- r. **AVGAS Fueling** means the fueling of piston aircraft with fuel purchased at the owner's discretion. No permits are required for AVGAS Fueling unless the fueling meets the standard required to obtain a Self-Fueling Permit.
- s. **Avionics Sales and Maintenance** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of aircraft radios, instruments, and accessories for compensation. Such operation may include the sale of new or used aircraft radios, instruments, and accessories.
- t. **City** means the City of Weslaco, Texas. Where approval, enforcement, or another act on the part of the City is referred to herein, the City shall act by and through its City ordinances unless otherwise specifically indicated.
- u. **City Commission** means the elected officials who serve on the Weslaco City Commission having jurisdiction over the Airport.
- v. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- w. **Commercial Aeronautical Operator** means an Entity or Person conducting a Commercial Aeronautical Activity at the Airport pursuant to a Lease, Permit, or other Agreement.

- x. **Commercial Fueling** means the fueling of aircraft by the City's owned and operated Fixed Base Operator for compensation. Compensation may be earned for the aircraft fuel, for the fuel dispensing service, for the storage of the fuel, and/or all of the above. Commercial Fueling includes the proprietary exclusive right to Commercial Self-Service Fueling by the City, but does not include self-fueling as defined in Subdivision II, Section C (VII).
- y. **Commercial Self-Service Fueling** means the fueling of an aircraft under the care, custody, or control of an Entity meeting the qualifications described herein at an authorized fuel storage and dispensing facility.
- z. **Common Use Areas** means that portion of the airport, which is now or hereafter considered by the FAA, TxDOT, the City, or any other regulatory agency with oversight of the Airport to be the obligation and responsibility of the City to operate and maintain for the common use and benefit of the general aviation public. The common area includes, without limitation, any air navigation facility or structure designed and intended to serve the general public not specifically subject to a lease agreement; all runways, taxiways and other common-use paved, graveled or turfed areas and their respective protection zones, safety areas and/or object-free areas; any other facility or facilities at the airport that are eligible for Federal or State grants or subsidies awarded on the basis of their serving the benefit of the public (including runways, taxiways, vehicle streets and alleys, public aircraft aprons/tarmac, vehicle parking areas, and drainage structures); field lighting and associated beacon and lighted wind and landing direction indicators; security, fire, and emergency medical protection; protection of aerial approaches to the airport; directional signs; and perimeter or restricted-access fences. The common area is under the control and management of the City and may be rearranged, modified, changed or terminated at the City's discretion.
- aa. **Consent or Approval of the Airport Director**. Where this Agreement calls for the consent or approval of the City, the same shall be in the form of a resolution approved by the City as provided by law.
- bb. **Department of Transportation** means the United States Department of Transportation.
- cc. **Entity** means each Person, partnership, organization, or business that has a legal Agreement with the City.
- dd. **FAA** means the Federal Aviation Administration.
- ee. **Fixed Base Operator or FBO** means the operation provided by the City staffed with City employees providing proprietary exclusive services as defined herein.
- ff. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight; in fixed wing or rotary aircraft; and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilot's licenses and ratings. Flight training includes any portion of a flight where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight training also includes simulator training for pilot or crew proficiency.
- gg. **Flying Club** means a non-profit or not-for-profit Entity organized for the express purpose of providing its members with aircraft for member use only.
- hh. **Fueler** means the Fixed Base Operator operated by the City that offers Commercial Fueling services to include receiving, storing, handling, and dispensing of fuel, whether for sale to the public or for purpose of self-fueling. Fuelers are also authorized to remove fuel from aircraft into authorized storage devices meeting the qualifications contained herein.

- ii. **Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.
- jj. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, aircraft tugs, and "Follow Me" golf carts.
- kk. **Ground Vehicle Training Program** means a training class or course offered by the Airport Director to provide awareness and instruction on the requirements and procedures for gaining access to the airport operations area of the airport safely and correctly.
- ll. **Jet Fuel** means aviation fuel intended for use in turbine aircraft.
- mm. **Lease** means a written contractual agreement by and between the City and an Entity granting the Entity the exclusive right to use and occupy certain airport land in consideration of the payment of rent and other terms and conditions. In addition, a Lease also may include a sublease agreement for facilities developed by the Tenant that has an executed land Lease with the City and an Entity in which the Tenant grants to the subtenant a right to use and occupy all or a portion of the Airport land and/or Tenant developed facilities, but only if the sublease is properly contracted, executed and agreed to according to the base Lease and is compliance with these Rules and Regulations and is consented to in writing by the City. A Lease is a written document that is executed and enforceable by law.
- nn. **Leased Premises or Premises** means any land and/or improvement on the Airport that is under a Lease, Permit, or other Agreement between the City and an Entity.
- oo. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which set forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity at the Airport.
- pp. **AVGAS** means automotive gasoline approved for use in piston aircraft.
- qq. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- rr. **Non-Aeronautical Activity** means any activity that does not involve, make possible, or be required for the operation of aircraft or that contributes to or is required for the safety of such operations.
- ss. **Non-movement** area means that portion of the common area which is used to provide a path for taxiing and maneuvering of aircraft to a taxiway (such as aprons, taxi lanes, and all other areas within the paved portions of the common area).
- tt. **Ordinance** shall mean any a piece of legislation enacted by the Weslaco City Commission.
- uu. **Permit** means a written document that may be issued by the City for the conduct of Aeronautical Activities and Non-Aeronautical Activities at the Airport and may be terminated by the City as provided for in the document.
- vv. **Person** means any natural person.
- ww. **Premises** means the description of the land and/or asset that is the subject of a Lease Agreement or Permit between the City and a Tenant. The Premises will be described in each Agreement or Permit, and the definition will apply to any extensions or amendments to the Agreement or Permit.

- xx. **Restricted Airport Property** means all paved and unpaved areas of the Airport which areas are specifically reserved for use of the actual operators of licensed aircraft, the aircraft crews, incoming and outgoing passengers in aircraft, employees of the City or airport operators, and such other persons as may be authorized to enter thereon by reason of their official duties in connection with the maintenance, inspection, and operation of the aircraft and the airport.
- yy. **Rules and Standards** means the qualifications, standards, requirements, and enforcement criteria established by the City as the minimum requirements to be met and adhered to as a condition for the right to conduct a Commercial and Non-Commercial Aeronautical Activity at the Airport. These Rules and Standards are a combination of Minimum Standards and Rules and Regulations.
- zz. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the Airport.
- aaa. **Self-Fueling Permit** means a permit issued by the City that authorizes the storage and dispensing of fuel from a fixed storage tank on Leased Premises to aircraft owned, operated, or under the direct care, custody, and control of the Tenant.
- bbb. **Self-Service** means the act of tying-down, adjusting, repairing, cleaning, and otherwise servicing an aircraft by a Person or Entity that owns or has the care, custody, or control of the aircraft or by a Person or Entity that has exclusive use and/or operational care, custody, or control of the aircraft pursuant to an Agreement.
- ccc. **SPCC Plan** is a Spill Prevention, Control, and Countermeasure Plan as adopted by the Airport.
- ddd. **Special Aeronautical Event** means air shows, air races, fly-ins, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.
- eee. **Specialized Aeronautical Service Operator or "SASO"** means an Entity that is authorized by having an executed Lease or Permit to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling that meets the requirements contained in Subdivision III (Minimum Standards).
- fff. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to, nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, coastline monitoring, customs and border control monitoring, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.
- ggg. **Tenant** is any Entity that has an executed Lease or Permit with the City to occupy space at the Airport.
- hhh. **Terminal** is any general aviation arrivals/departures terminal located at the Airport.
- iii. **Through-the-Fence Operations** means the movement of aircraft between the Airport and land adjacent to, but not part of, the Airport property as defined in the Airport Layout Plan.
- jjj. **Tie-down** means the area, paved, suitable for parking of aircraft, and/or wherein suitable tie-down points have been located.

SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS AND RESERVATION OF RIGHTS

I. Legal Authority and Purposes

- a. The City of Weslaco adopts these Rules and Standards pursuant to the City's authority to adopt and amend rules and regulations for the use and operation of the Airport. The Rules and Standards also are adopted pursuant to the City's legal power as the operator, sponsor, and proprietor of the Airport. The Rules and Standards may be amended by the City from time to time.
- b. The Rules and Standards are adopted and approved by the City through the adoption of an Ordinance to promote the safe, secure, and orderly use of the Airport and to provide a competitive operating environment for the airport Tenants and users.
- c. Subdivision III (Minimum Standards) specifically is adopted to provide a common platform to provide Commercial Aeronautical Activities, subject to amendment from time to time, for the following purposes: to maintain a quality of baseline service for Airport users; ensure that services being provided at the airport are being provided by trained personnel; protect Airport users from unlicensed and unauthorized products and services through the establishment of a Permit or Agreement between the City and the Entity to provide services to Airport Tenants; enhance the availability of adequate services for all Airport users; promote the orderly use and development of Airport land for Aeronautical and Non-Aeronautical Activities; provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and prevent disputes between aeronautical service providers. Through-The-Fence Operations, other than mechanics that have executed Permits to provide service at the Airport, are not authorized at the Airport. Fuel brought on to the Airport by Entities authorized to provide Commercial Self-Service Fueling must be stored in authorized containers that meet the storage requirements and must be dispensed in compliance with the Rules and Standards, as may be amended from time to time. For AVGAS Fueling, fuel may be brought onto the Airport in proper containers and dispensed into one's own aircraft.
- d. All Leases, Subleases, and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Rules and Standards, as may be amended from time to time.
- e. The City recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration, concerning the certification and regulation of pilots, air carriers and aircraft; and concerning the navigable airspace. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the Federal government, and the provisions hereof shall be interpreted consistent with this purpose. In the event that there is a conflict between the Rules and Standards and provisions issued by the Federal government, the provisions of the Federal government will prevail.
- f. The invalidation of any specific provision shall not affect the validity of the remainder of the Rules and Standards.
- g. References and citations in the Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards, and guidelines promulgated by the City of Weslaco, County of Hidalgo, State of Texas, the United States, and public and private bodies include any amendments as may be adopted thereto after the City's adoption of the Rules and Standards.

II. Effectiveness and Amendment

- a. The Rules and Standards shall be effective upon adoption by the City Commission.

- b. The Rules and Standards apply to all Leases, Permits, Tenants, Entities and any unauthorized Aeronautical and Non-Aeronautical Activities on any part of the Airport. The Airport Director shall have the authority to enforce the Rules and Standards, as may be amended from time to time.
- c. The provisions of Subdivision II (Rules and Regulations) shall apply to the greatest extent permissible under any Agreement or Permit for use of the Airport, and all Agreements executed after the adoption of the Rules and Standards shall be made subject to all such Rules and Standards, as may be amended from time to time.
- d. The provisions of Subdivision III (Minimum Standards) shall apply to any existing and new Agreement authorizing a Commercial Aeronautical Activity at the Airport. If there is a conflict between an existing Agreement and the Rules and Standards, the terms and conditions of the existing Agreement shall prevail through the Term of the Agreement. The waiver of the current Minimum Standards will not apply to any new Agreement that may be entered into with the City.
- e. The City may, at its sole discretion, waive all or any provision of these Rules and Standards for the benefit of government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not materially impact safety. The City may waive all or any provision of these Rules and Standards in the event of a bona fide emergency, as determined at the sole discretion of the City.
- f. The Rules and Standards, as adopted and amended from time to time, by the City Commission, cancel and supersede all previous Rules and Regulations and/or Minimum Standards governing use of the Airport.
- g. The City may amend the Rules and Standards to further promote and advance the purposes and policies set forth herein and to promote the safe use and growth of the Airport.

III. Reservation of Rights

- a. The City reserves the right to permit use of the Airport for the conduct of Aeronautical Activities and Non-Aeronautical Activities, pursuant to the Rules and Standards and applicable federal, state and local laws, statutes, ordinances, regulations, codes, and other requirements pertaining to such Aeronautical Activities and Non-Aeronautical Activities.
- b. The grant of a privilege to conduct Aeronautical Activities at the Airport by a Lease, Permit, or Agreement shall not be considered in any manner as affording the Aeronautical operator an exclusive right to conduct an Aeronautical Activity at the Airport, other than the use of Leased Premises which may be leased exclusively to it, and then only to the extent provided in a Lease, Permit, or Agreement.
- c. The City reserves the right to decline to execute a Lease, Permit, or Agreement with any Entity wishing to conduct an Aeronautical Activity or Non-Aeronautical Activity at the Airport if the City, at its sole discretion, determines upon examination that the Entity refuses or will be unable to comply with the Rules and Standards or comply with the Lease, Permit or Agreement throughout the term of the Lease, Permit, or Agreement.
- d. The City reserves the right to plan and develop the Airport in the best interests of the City, Tenants, and Airport users. Relocation of existing Tenants will be subject to and conducted in the manner provided in a Lease, Permit, or Agreement, by mutual agreement, or by exercise of eminent domain by the City.
- e. The City reserves the right to inspect facilities used for Aeronautical Activities and Non-Aeronautical Activities with or without notice for the limited purpose of ensuring compliance

with the Rules and Standards, Agreement compliance, safety, and FAA requirements. The City further reserves the right to audit records of Entities with a Lease, Permit, or Agreement to conduct Aeronautical and Non-Aeronautical Activities at the Airport for the limited purpose of ensuring proper payment of rates, fees, and charges as may be imposed by the City hereunder and/or in a Lease, Permit, or Agreement.

- f. The City reserves the right to install security devices on the Airport as may be deemed necessary by the Airport Director in furtherance of the Airport Security Program. City installed security devices installed within a Tenant's Leased Premises shall be located only along the Leased Premises perimeter or in public use areas.

SECTION C. -- ADMINISTRATION, ENFORCEMENT, PENALTIES AND APPEALS

I. Administration

- a. The Airport Director has primary responsibility for the interpretation and application of the Rules and Standards and is authorized to issue directives and interpretive guidance in conformity with the Rules and Standards. The decisions of the Airport Director hereunder are subject to appeal, as provided in Subsection II (Administrative Appeal).
- b. City employees, agents, contractors, and consultants are authorized to assist in the application and implementation of the Rules and Standards, principally through communications with Tenants and Airport users on the content and proper interpretation of the Rules and Standards.
- c. The most current version of the Rules and Standards shall be posted on the City's Airport website and a hard copy will be available in the Airport Director's office upon request. Tenants, subtenants, and users shall have the sole responsibility to ensure compliance with the most currently adopted version of the Rules and Standards.
- d. City employees have the right to enter and inspect any and all facilities and structures at the Airport, with or without advance notice for the limited purposes of ensuring compliance with the Rules and Standards, Agreement compliance, and safety.
- e. The Airport Director or law enforcement officers of the City of Weslaco, through the adoption of an Ordinance authorizing such actions and in conjunction with the Airport Director, and other local and State law enforcement agencies with jurisdiction over the Airport are authorized to issue citations, summonses, or notices to appear for violations of the Rules and Standards.
- f. City Law Enforcement officers of the City of Weslaco through the adoption of an Ordinance authorizing such actions and in conjunction with the Airport Director are authorized to detain and remove individuals for violation of the Rules and Standards, City Code, Hidalgo County, or the laws of the State of Texas.

II. Administrative Appeal

- a. A Person directly and substantially affected by an action or decision of the Airport Director, or designee, in interpreting and applying the Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal shall not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).
- b. A Person may request reconsideration by the Airport Director of an action or decision hereunder. A request for reconsideration must be set forth in writing, containing a complete description of the reasons why reconsideration is proper, along with any relevant

documentary evidence. The Airport Director shall provide a written response within thirty (30) calendar days of receipt of a complete request for reconsideration.

- c. A Person may appeal the Airport Director's denial of a request for reconsideration to the Airport Advisory Board following a written request by the appealing Entity for reconsideration. A request for review must be made in writing including all information presented to the Airport Director for consideration along with any additional information that the appealing Entity feels needs to be considered in making the appeal and submitted to the Airport Advisory Board via the Airport Director. The appeal request will be considered within thirty (30) calendar days upon receipt and a written response provided. The decision of the Airport Advisory Board shall be final.

III. Penalties

- a. The City shall enforce the Rules and Standards through graduated penalties, to include one or more of the following, separately or in combination: verbal and written warnings; written notices of violation; administrative and/or civil penalties; revocation of Permits issued by the Airport; termination of Leases and eviction; referral to the City Attorney's Office for criminal prosecution; and removal from the Airport by City Law Enforcement.
- b. The principal means of enforcing the provisions of Subdivision III (Minimum Standards) will be through a Lease, Permit, or Agreement authorizing an Entity to conduct a Commercial Aeronautical Activity on the Airport.
- c. The City intends and prefers to promote voluntary compliance with the Rules and Standards without resorting to administrative fines and penalties, whenever possible. When a violation of the Rules and Standards is brought to the attention of the City, the Airport Director, or designee, will notify the offender in writing and advise the offender to cease the violation and/or take corrective action within a defined cure period. The Airport Director reserves the right to waive the imposition of any penalties prescribed herein upon the successful completion of corrective action within the defined cure period or the initiation of such corrective action in a reasonable timeframe as determined by the Airport Director.
- d. The City will establish a schedule of administrative fines and penalties as identified in Appendix 2 for violations of the Rules and Standards and reserves the right to amend the schedule from time to time without need to fully amend the Rules and Standards. The then current schedule of fines and penalties shall remain on file in the office of the Airport Director. The City reserves the right to accelerate penalties or the response timeframe depending on the severity of the violation. This provision shall be at the sole discretion of the Airport Director.
- e. These enforcement procedures are in addition to any remedies or penalties authorized by a Lease, Permit, or Agreement, or pursuant to law or regulation and in compliance with all applicable City Ordinances.
- f. Violation of the Rules and Standards may constitute default under a Lease, Permit, or Agreement, and the City may pursue termination and eviction in such event in accordance with the terms of the Lease, Permit, or Agreement and all applicable City Ordinances. In the event of such termination, the Tenant or Entity shall peaceably vacate the Airport and surrender possession of the Premises contained under the Lease, Permit, or Agreement to the City and cease all operations at the Airport. Termination will be pursued only after all rights of appeal, if submitted, are pursued. Should the Tenant or Entity fail to make such surrender under the terms of the Lease, Permit, or Agreement, the City shall have the right, at once and without further notice to the Tenant or Entity, to enter and take full possession of the space occupied by the Tenant at the Airport by force or otherwise, and remove any and all of the Entity's personal property and equipment not belonging to the City found within or upon the Premises at the expense of the Tenant.

- g. The City may decline to enter into a Lease, Permit, or Agreement with a Person or Entity found to have violated the Rules and Standards, a City ordinance, or has been determined to be in default on a previous Agreement with the City within the previous five (5) years.
- h. In addition to all other rights and remedies provided in these Rules and Standards, the City shall have any and all rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Rules and Standards, to obtain compliance herewith, and to impose administrative fines and penalties.

SECTION D. -- RENTAL RATES, FEES, AND CHARGES

I. General

- a. The City reserves the right to impose fair market rental rates, fees, and charges for the commercial and non-commercial use of all Airport premises and improvements in compliance with FAA grant assurance requirements for the following purposes: 1) to compensate the City for its costs to operate, maintain, and develop the Airport; 2) to make the Airport as financially self-sustaining as possible; 3) to provide local funding for non-grant funded capital improvement projects; to compensate the City for the privilege of conducting Commercial Aeronautical Activities and Non-Aeronautical Activities on and generating revenue from the Airport; 4) and to derive a reasonable rate of return from the use of Airport facilities.
- b. The City may impose rental rates, fees, and charges, including, but not limited to: landing fees; fuel flowage fees; fuel storage fees; fuel dispensing fees; rent for City owned and managed land and facilities; aircraft parking fees for City owned aircraft parking apron areas; rent for use of City owned hangars and related improvements; access fees; concession fees; fines; and permit, application, and administrative fees. The City will impose similar rates, fees, and charges for similarly situated Entities conducting Commercial Aeronautical Activities and Non-Aeronautical Activities at the Airport.
- c. The City's imposition of any and all such rental rates, fees, and charges shall not affect an Entity's obligation to pay any taxes or assessments as may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales, and fuel taxes.
- d. Rates, fees, and charges will be established for land and improvements based on the respective value of each. Land rental rates will be established for the total land parcel leased by the Entity or Person. Building rental rates will be established for the total square footage of buildings owned by the City and will be charged in addition to the land rental rates.

II. Adoption and Administration

- a. The City Commission will adopt and implement a schedule of rental rates, fees, and charges annually. The rental rates, fees, and charges may be adjusted from time to time by the adoption following notice and publication of a new schedule. The adoption or adjustment of the schedule of rental rates, fees, and charges shall not require an amendment to the Rules and Standards, Agreements, Leases, or Permits.
- b. Rental rates may be reviewed annually thereafter by the Airport and a recommendation made to the Airport Advisory Board and the City Commission for the adoption of the final rental rates, fees, and charges schedules. Rental rates will be established based on a combination of any or all of the following criteria, at the sole discretion of the City: 1) An airport appraisal based on a portfolio of airport properties and improvements comparable to what is in place at TXW; 2) Cost of the improvements and repairs associated with the facility; 3) The required revenue from the land and improvements required in order to maintain a fee and rental structure that makes the Airport as self-sustaining as possible

pursuant to FAA Grant Assurance 24; and 5) Whether the land or improvement is being used for an Aeronautical Activity or Non-Aeronautical Activity.

- c. All Entities on the Airport shall be liable to pay the then-current rental rates, fees, and charges applicable to their use of, and activities on the Airport, effective as of the date of adoption, except in the event that a rate or charge is established by an Agreement and such Agreement does not permit or provide for adjustment of the rental rates, fees, and charges by the means provided herein.
- d. Non-payment of rental rates, fees, and charges in accordance with the published schedule(s) of rental rates, fees, and charges or an Agreement defined rental rates, fees, or charges may result in termination of the Agreement as called for therein; eviction from any leased premises; the suspension or revocation of the right or privilege to conduct a Commercial Aeronautical Activity or Non-Aeronautical Activity at the Airport; and/or the impoundment or lien on aircraft and property, as may be authorized pursuant to federal and Texas law.

SECTION E. -- LEASING POLICY

1. General

The City of Weslaco ("City") owns and operates the Weslaco Mid Valley Airport ("TXW") and has a variety of land parcels and/or facilities that are owned or controlled by the City and available for rental to third parties. Historically, each lease transaction was a direct negotiation based on the conditions at that time and the basic business terms associated with each individual transaction had some variation.

This policy is intended to provide a consistent approach that will be used by the City to offer rates and terms that are economically non-discriminatory associated with the future leasing of City owned/controlled land parcels and facilities. This approach is intended to create a predictable business environment to promote development and leasing at the Airport that follows industry best practices. The rates, fees, and charges adopted by the Commission will be subject to periodic adjustment to ensure that a "fair market" approach is consistently applied to all future transactions.

- a. The City will lease land and improvements for uses consistent with the then-current Airport Layout Plan and approved Airport Master Plan. If a proposed use requires an amendment to the Airport Layout Plan, the Airport Layout Plan amendment must be submitted to the FAA for review and approval before the Lease can be effective.
- b. The City will lease Premises on a first-come-first-served basis or may initiate a procurement action, at its sole discretion, to determine whether any other Entity is interested in leasing the same Premises. All new Leases that are entered into by the City following the adoption of these Rules and Standards by the City Commission shall contain a provision in the Lease indicating that upon termination of the Lease, Entity shall have the right to remove the improvements thereon, at its sole expense, and the ground returned to its original condition, normal wear and tear excepted; or, the Entity has the right of first refusal to enter into a new Agreement with the City for the Premises under terms and conditions as determined by the City at that time. If the Entity does not remove the improvements or enter into a new Agreement, at the City's sole option, ownership of the improvements in existence or constructed by the Entity on the Premises during the expiring Term of the Agreement may revert to the City, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises if the City so desires. The City reserves the right to require that the Entity remove an improvement at the Entity's sole cost at the expiration of the Term if the improvement is considered to be at the end of its economic

useful life; requires major repairs if it reverts to the City; or the improvement conflicts with future development as provided for in the approved Airport ALP.

- c. The City will lease only as much land as is necessary to enable an Entity to accommodate demonstrated and reasonable future needs, in addition to any other contiguous Airport land that would be rendered commercially unmarketable by virtue of its size, access, configuration, utility capacity, or other conditions.
- d. Any Entity wishing to lease property at the Airport must demonstrate sufficient financial capacity to make any required capital investment and any continuing investment and to pay rent and other rental rates, fees, and charges throughout the term of the Lease on a timely basis. Information to be provided includes, but is not limited to,: a) name of Entity and identification of owners; b) a letter from the financial institution confirming that the Entity meets the lending institution's requirements to enter into the Agreement and meet the financial obligations associated with the Agreement; c) references, as determined by the Airport Director; and d) the nature of the use of the Leased Premises.
- e. The City may lease a City owned and controlled hangar or facility to Entities that best meet the requirements of the City for the use to store and maintain air worthy aircraft under their care, custody, or control. Entities are strictly prohibited from subleasing any such facilities to other subtenants to store or maintain aircraft not under the care, custody, or control of Entity unless approved in advance in writing by the City. Any such sublease Agreements shall be considered null and void and the Entity is subject to default as called for in its Agreement for entering into any such Agreement without the prior written consent of the City.
- f. The City reserves the right to establish a waiting list for hangar facilities owned and operated by the City. Upon the vacancy of any such City owned and operated facilities, the City shall extend the opportunity to the first Entity listed on the waiting list and the Entity will have thirty (30) calendar days to enter into an Agreement with the City. If the Entity does not execute an Agreement in the thirty (30) calendar day timeframe, the Entity will lose its rights and the next Entity on the waiting list will be solicited. No Entity may sublease a hangar owned and operated by the City without the City's prior written approval. Tenants are specifically prohibited from transferring or assigning Agreements without the prior written approval of the City.
- g. Upon the sale to another party by an Entity of improvements the Entity constructed pursuant to a land Lease, at the request of the Lessee and the buyer, the City, at its sole discretion, may approve an assignment of the Premises including the release for the Lessee of any further obligations under the terms of the Agreement if sufficient information is provided as part of the buyer's request that satisfies the City that the buyer has sufficient resources to fulfill the obligations of the Agreement. Such assignment shall be subject to the assignee showing proof that it can satisfy all the terms and conditions of the Agreement as contained therein.

II. Lease Terms

- a. The City will develop standard form Leases, Permits, or Agreements for different categories of users with different Lease terms depending on the level of investment that will be used for all transactions. The City reserves the right to adjust or revise its standard form Lease(s), Permits, or Agreement(s) at any time, at its sole discretion, to meet the conditions of individual transactions acceptable to the City to the extent any such adjustment or revision does not create a violation of FAA Airport Grant Assurances or violate City Ordinances.
- b. For executed Leases, Permits, or Agreements in effect at the time of the adoption of these Rules and Standards, all terms and conditions contained in the existing Lease, Permit, or

Agreement shall prevail through the Term of any such Agreement. Following expiration, the then current standard form Agreements would be applied to any future negotiations.

2. Background

Pursuant to FAA Grant Assurance 24, the City must maintain a rates, fees, and charges structure that makes the airport as self-sustaining as possible under the circumstances existing at the particular airport, considering such factors as the volume of traffic and economy of collection.

The City is expected to create a business environment where there is not economic unjust discrimination among similarly situated users. The Airport Sponsor (City) will establish requirements to make the Airport available under reasonable and not unjustly discriminatory conditions to be met by all users of the Airport, as may be necessary, for the safe and efficient operation of the Airport.

These two operating principles form the basis for the Leasing Policy. There are a number of Leases in place that have terms and conditions that will be honored through the remaining Term of those existing Agreements. This policy is intended to serve as the baseline for all new transactions to establish a consistent approach and ultimately, serve as a means to insulate the City from cases of unjust economic discrimination. This will be accomplished through the adoption by the City of a consistent "fair market" based rates, fees, and charges schedule and associated Lease terms and conditions. The rates, fees, and charges schedule and terms should be reviewed and adopted annually by the City to ensure that the intended purpose is being achieved.

3. Key Terms and Conditions

A. Lease Forms

For all Leases at the Airport following adoption of this policy, the applicable standard lease form terms and conditions shall be used as the baseline for all development and ground leases and City owned facility leases. These forms and the associated terms and conditions will be reviewed by the City and may be amended from time to time. The City reserves the right to consider an adjustment to the standard terms and conditions outlined based on specific unique conditions presented by a requestor that would, at the sole discretion of the City, support consideration of alternative terms. Any such adjustments will be based on the merits of a specific request and shall not be considered precedent setting.

B. Standard Lease Forms

1.. Lease Terms for Development and Ground Leases (Aeronautical) (Commercial or Non-Commercial)

For all land Leases associated with development of new aeronautical facilities funded solely by the Tenant, the following lease terms shall apply:

- i. Base Term: Twenty (20) years.
- ii. Option Term: An additional twenty (20) years with the option term exercisable at the discretion of the Tenant, if in compliance with the Lease.
- iii. Improvements revert to the City at the end of the Lease in accordance with the provisions of the Leasing Policy.
- iv. Land Rent is calculated based on the full square footage of the Leased Premises, not the square footage of the improvements to the land.
- v. Land Rental Rates will be established based on appraisals (every 5 years).

- vi. Land Rent for the year is due and payable in advance annually.
- vii. Rental Rates will be adjusted every five years upon a subsequent appraisal or by CPI-U if an appraisal is not yet conducted.
- viii. If commercial, concession fees as agreed to by the parties will be payable monthly based on gross receipts for the commercial operations gross revenues generated on the Leased Premises.

2. Lease Terms for City Owned/Controlled Facilities (Aeronautical) (Commercial or Non-commercial)

For all City owned and/or controlled hangars and facilities, the Lease term for aeronautical purposes, the following Lease terms shall apply:

- i. Ownership of the improvement vests with the City at the termination of the Lease.
- ii. Base Term: up to five (5) years based on the intended use and/or investment.
- iii. Option Term: An additional option term of up to five (5) years upon mutual consent of the parties if Tenant is in compliance with the terms and conditions of the base term of the Lease.
- iv. A Land Rental rate will be applied to the full square footage of the Leased Premises.
- v. A facility Rental Rate will be applied to the full square footage occupied in the improvement.
- vi. Land Rental Rates will be established based on the Rates, Fees, and Charges Schedule adopted by the Commission.
- vii. Land Rent and Facility Rent will be calculated on an annual basis and one twelfth (1/12th) is due and payable in advance on a monthly basis.
- ix. Utility usage fees will be charged to the Tenant.
- x. Land Rental Rates and Facility Rental Rates will be adjusted annually.
- xi. Concession fees, as agreed to by the parties, will be payable monthly based on gross receipts for the commercial operations generated from the Leased Premises.

3. Lease Terms for City-owned Non-Aeronautical Facilities for Commercial Use

All leasing of City-owned facilities at the Airport for non-aeronautical purposes must be approved in writing in advance by the City and must comply with all FAA requirements and City Ordinances. The following terms shall apply.

- i. Ownership of the improvement vests with the City at the termination of the Agreement.
- ii. Base Term: One year cancellable upon ninety (90) days written notice by either party.
- iii. A Land Rental rate will be applied to the full square footage of the Leased Premises.
- iv. A Facility Rental Rate will be applied to the full square footage of the improvement.
- v. Land Rental Rates will be established based on the Rates, Fees, and Charges Schedule adopted by the Commission.

- vi. Land Rent and Facility Rent will be calculated on an annual basis and one twelfth (1/12th) is due and payable in advance on a monthly basis. There will be no refund of prepaid rent for any lease that is cancelled mid-month.
- vii. Utility usage fees will be charged to the tenant.
- viii. Land Rental Rates and Facility Rental Rates will be adjusted annually.
- ix. Concession fees as agreed to by the parties will be payable monthly based on gross receipts for the commercial operations generated from the Leased Premises.

C. Option Terms

In order to request the exercise of the Option Term included in any standard Lease form for a City owned facility or for land Leased from the City, Tenants must be in compliance with the terms of the existing Lease and must notify the City in writing of its desire to exercise the Option Term a minimum of six (6) months prior to the end of the Base Term or an executed Option Term if applicable. The City will provide its approval or disapproval in writing within thirty (30) calendar days following receipt. The City will review the following factors when determining whether to approve the Option Term request:

- a. Compliance with the terms and conditions of the Lease.
- b. The level of maintenance that the Tenant has exercised during the Lease Term and the overall condition of the facility.
- c. Any investments that the Tenant has made to the facility at the Tenant's expense that extends the useful life of the facility or provides enhanced value to the improvement.
- d. Whether the facility is being used for its "highest and best use" or another alternative is available that more closely matches the goals and objectives of the City.
- e. Other conditions that may exist.

D. Subleasing and Assignment

a. **City Owned Facilities** – For all Leased Premises owned or controlled by the City, subleasing of the Leased Premises will be limited to the rate the Lessee is being charged by the City, with a maximum of a fifteen (15%) administrative fee added. All subleases must have prior written approval of the City. Leases may be assigned by Lessee upon prior written approval of the City. All subleases must include a copy of the Base Lease as an exhibit to the sublease and a representation that the sublessee will abide by the terms of the Lease. Ultimately, the Lessee will be fully responsible for satisfying the terms of the Lease unless there is a written agreement otherwise.

b. **Third Party Developed Facilities** – For all Development and Ground Leases constructed and funded by third-parties on Airport land, subleasing and assignment is allowed under the terms and conditions contained in the Lease; however, the sublease and/or assignment shall be for the remaining Term of the Agreement only. A copy of the Base Lease must be included as an exhibit to any sublease or assignment agreement.

E. Reversion

Tenants who have funded and developed improvements under a Development and Ground Lease, will have the option of removing the improvements at the end of the Lease term and restoring the site to its original condition, normal wear and tear excepted, at Tenants sole expense or allowing the facility to revert to the City free and clear at the expiration of the term at the City's sole discretion. The City reserves the right to require the Tenant to

remove the improvement at the Tenant's sole expense if the City, at its sole discretion, determines that the improvement has reached the end of its useful economic life and would require investment to get improvement back to a functional condition or if the improvement needs to be removed to allow for Airport development in conformance with the approved Airport ALP.

F. Rates and Charges

For all land and existing facilities leased from the Commission, a standard fair market lease rate for both the land parcel and the facility, as determined by the Authority, shall apply based on the characteristics of the land and/or improvements. These rates and charges will be reviewed annually, and an assessment made by the Authority as to how the rate compares to a fair market rate. Following this review, the Authority will adopt the resulting rates, fees, and charges schedule.

Commencing on October 1, 2025, and at the beginning of each fiscal year thereafter, the Rates, Fees, and Charges Schedule will be subject to adjustment by the Commission. All subsequent Schedules will be kept on file by the Airport Director. The City reserves the right to adjust the Rates, Fees, and Charges Schedule based upon unique conditions that may be presented for leasing opportunities. Any such request shall be provided by the requestor in writing and will be considered by the City on the merits of the request. Any such consideration shall be at the sole discretion of the City and any such adjustments will be for the unique conditions presented and will not be considered precedent setting.

SECTION F. -- DEVELOPMENT STANDARDS

The Airport Director will review each development request prior to the City entering into a Lease, Permit, or Agreement for Airport property. The Airport Director will make recommendations to the Airport Advisory Board and City Commission for each Lease, Permit, or Agreement to ensure compatibility with the structural designs of other buildings and other structures at the Airport.

I. Construction

- a. Buildings, structures, pavements, or any other improvements or additions requiring a building, grading, or similar permit from a local, state, or federal government agency shall not be placed, constructed, altered, or removed without the prior written approval of the Airport Director and the appropriate FAA and City approvals.
- b. All development must follow all applicable City Ordinances and Uniform Building Code related to development.
- c. The City may require a performance bond to guarantee the completion of the construction or renovation consistent with the conditions and schedule included in a Lease, Permit, or Agreement. Entities performing construction shall prevent and/or eliminate any liens placed on projects within forty-eight (48) hours of written notice received by the City.
- d. Plans and construction must comply with applicable FAA design standards, the Texas State Fire Code, and the City Building Code, and any other applicable requirements from entities with jurisdiction over the Airport, as each may be amended from time to time.
- e. Plans and construction must be consistent with the then-current and/or approved versions of the Airport Master Plan, Airport Layout Plan, Airport Certification Manual, Airport Security Program, and the Rules and Standards. These documents shall be available from the office of the Airport Director, with the exception of the Airport Security Program, which is Sensitive Security Information and not available for public review. It is the responsibility of the Entity to ensure compliance with the most current version of all referenced documents.

- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the Airport Director and approved in writing prior to the commencement of construction. The cost of development of the submission and obtaining written approval shall be at the sole cost of the Entity proposing such construction. No construction may commence until written approval has been received by the City
- g. No facility or structure may be constructed or placed on the Airport that has been determined by the FAA to constitute an obstruction or hazard to air navigation.
- h. Windows and large areas of glass shall be oriented to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport.
- i. Detailed plans and specifications must be submitted in writing, reviewed, and approved in writing by the Airport Director before construction may commence. The Entity takes full responsibility for obtaining all required permits, executing contracts for any and all requested construction, and obtaining occupancy approval from all required agencies prior to occupancy.
- j. All signs shall be installed in accordance with Federal Aviation Administration regulations and the requirements as determined by the Airport Director.
- k. Construction shall be in conformance with the approved plans and specifications and must be inspected by the appropriate jurisdictional agency.
- l. Contractors must maintain insurance coverage as determined by the City. The City must be named as an additional insured on all policies. Policies may not be cancelled without thirty (30) day prior notice to the City.
- m. The Entity will hold the City, its contractors, agents, and employees harmless for all claims as a result of any project.
- n. Tenants shall deliver to the Airport Director one complete paper copy and one electronic copy on CADD "as built" plans within thirty (30) calendar days after the completion of construction and the issuance of a certificate of occupancy.
- o. The City is not responsible for any fees and other costs for any permits, inspections, or other required approvals.

II. Signage

- a. Signage requests shall be submitted to the Airport Director and any such request must receive written approval from the Airport Director prior to installation. The City reserves the right to require an Entity to remove any unapproved signage upon written notice at the sole expense of the Entity.

III. Utilities, Landscaping and Design

- a. All facilities requiring sanitary and/or water service shall connect to the public water and sewer systems. All connection fees from the Leased Premises to the main utility line shall be at the sole expense of the Entity. All use fees shall be billed directly to the Entity and paid directly by the Entity unless agreed to by the City.
- b. All electrical, internet, and telephone service shall be underground, and the connection and user charges shall be the sole responsibility of the Entity.
- c. All landscaping plans must be in conformance with Airport requirements and must be approved by the Airport Director in writing prior to installation.

- d. Landscaping plans shall be included in the submission package and shall not include items where growth of natural objects would constitute an obstruction or hazard to air navigation, interfere with aircraft and Airport operations, or attract potentially hazardous wildlife.
- e. Building specifications shall be approved in advance in writing by the Airport Director prior to submission for permitting.
- f. All public access and customer facilities and accommodations for passengers and crews of transient aircraft must include an accessible ramp or other access in compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) for the disabled and sanitary restrooms must be available for use by the disabled.
- g. Automobile parking in locations which do not interfere with aircraft operations shall be provided near aircraft storage hangars. All aircraft storage hangars shall provide a personnel entrance door.
- h. The Tenant shall provide and maintain a paved aircraft apron within the Leased Premises from the hangar door to the connection with the taxilane or taxiway to accommodate all Tenant-related aircraft movement from the Tenant's building to the public ramps, taxiways, and runways.
- i. All construction or alteration on the Airport shall be designed so as to conform to the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and implementing regulations and guidelines, as determined by the City.

SECTION G. -- FLYING CLUBS

I. General

According to the FAA Airport Compliance Manual, Order 5190.6B, "the FAA defines a flying club as a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only." Essentially, it's an aviation co-op group of people coming together to share the cost of ownership to make flying more affordable.

- a. Each member of a Flying Club must be a bona fide owner of an equal share of the club's aircraft or an equal stockholder in the Flying Club.
- b. Each Flying Club must be registered as a non-profit corporation or partnership.
- c. Each Flying Club shall maintain all information and documents required to be submitted to be compliant with Texas law, which will be made available to the Airport Director within a reasonable timeframe upon written request.
- d. Each Flying Club shall make available, upon request by the Airport Director, a current complete list of members and investment shares held by each member.
- e. Flying Club aircraft shall not be operated by other than members and shall not be used by anyone for commercial operations, including flight instruction, for compensation.
- f. A Flying Club operating at the Airport shall have the right to provide Self Service fueling to Flying Club aircraft in accordance with Subdivision II (Rules and Regulations).
- g. A Flying Club operating at the Airport shall have the right to provide Self-Service maintenance by its members for authorized Flying Club aircraft. Any qualified mechanic who is a registered member and part owner of aircraft owned and operated by a Flying Club may perform maintenance work on aircraft owned by the Flying Club. The Flying Club may not become obligated to pay for such maintenance work except that such mechanics

may be compensated by credit against payment of dues or flight time. No concession fee shall be due the City for such services rendered.

- h. A Flying Club operating at the Airport shall not be required to meet the requirements of Subdivision III (Minimum Standards) hereof, provided each of the following conditions is met:
 - 1) The Flying Club does not lease or sell any goods or services whatsoever to any Person or Entity other than a member of such club at the Airport, except that the Flying Club may sell or exchange its capital equipment.
 - 2) The Flying Club specifically does not offer or conduct retail fuel sales, charter, air taxi, or aircraft rental services for non-members.
 - 3) The Flying Club does not permit its aircraft to be used for flight instruction for any Person, including members of the club, if such Person pays or becomes obligated to pay for such instruction. Flight instructors who are also club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.
- i. Insurance shall be provided and paid for by the Flying Club as provided in Appendix 1.

II. Violations

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the Airport Director will notify the Flying Club in writing of such violations. If the club fails to correct these violations within fifteen (15) calendar days following the notice date, the Airport Director is authorized to penalize noncompliance in the following manner, depending on the nature and severity of the violation:
 - 1) Terminate a Self-Fueling Permit or Agreement and prohibit self-servicing of Flying Club aircraft.
 - 2) Require Flying Club or club members to apply for the right to conduct a Commercial Aeronautical Activity in accordance with Subdivision III (Minimum Standards) hereof.
 - 3) Require a Flying Club to cease all operations at the Airport following written notice.
 - 4) Impose such other penalties as are authorized in Section C hereof.

SECTION H. -- OTHER POLICIES

I. Special Aeronautical Events

Any Special Aeronautical Event held on the Airport by any Tenant or other Airport user, organization, civic, or government entity must be conducted in accordance with an Agreement or Permit endorsed by the City and approved in writing in advance by the Airport Director and executed by both parties prior to the commencement of the Special Aeronautical Event. A Permit will be required and shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use as agreed to by the Airport Director during the Special Aeronautical Event; insurance and indemnification for the City to be provided by the Special Aeronautical Event sponsor; a plan to ensure safety and security during the Special Aeronautical Event; special arrangements for ground vehicle and aircraft parking; arrangements for crowd control and pedestrian access to the AOA; a clean-up plan following the event by the sponsor; compensation to the City for expenses incurred; the provisioning of concessions; and such other terms and conditions as the Airport Director may require. The sponsor is explicitly prohibited from offering any

service not approved in the Agreement. Failure to comply shall be grounds for immediate revocation of the Agreement without recourse for the Entity.

II. Through-the-Fence Operations

The City has determined that Through-the-Fence Operations by aircraft and aeronautical and non-aeronautical service providers, excluding certified A&P mechanics who have obtained Permits from the City to operate on the Airport, have the potential to compromise safety and the efficient use and operation of the Airport and its Tenants, and therefore, the City will not authorize an Entity to conduct an Aeronautical Activity or Non-Aeronautical Activity requiring through-the-fence access. The City reserves the right to restrict access to the Airport to violators. A&P mechanics must be certified and must have obtained a Permit from the Airport Director prior to providing services and must remain in good standing when conducting any activities on the Airport.

III. Advertising Policy

- a. The Airport and its facilities shall be used for authorized aeronautical and non-aeronautical purposes, as authorized by the City and as authorized in Leases, Permits, and Agreements between Tenants and the City.
- b. The City, at its sole discretion, may permit use of portions of the facilities and the Airport for various forms of advertising. The City's primary purpose in permitting advertising is to generate revenue and promote use of the Airport. The City may permit commercial and promotional advertising that promotes the sale, rental, or availability of goods, products, and services from Airport Entities; the promotion of special events at the Airport; the availability of leasable land and premises; governmental advertising to advance specific governmental purposes; and public service announcements. All advertising requires prior written approval by the Airport Director.
- c. The decision to permit or deny any particular advertising shall be made by the Airport Director and subject to appeal as provided in Section C (II) (Administrative Appeal).

SUBDIVISION II - RULES AND REGULATIONS
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION I. -- PERSONAL CONDUCT

I. General

- a. No Person shall obstruct, impair, or interfere with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or aircraft.
- b. No Person shall commit any disorderly, obscene, or indecent acts on the Airport.
- c. No Person shall engage in, conduct, aid in, or abet any form of gambling on the Airport on or in City owned and operated Premises, except as may be approved in advance in writing by the Airport Director in conformance with Texas law and the Ordinances of the City of Weslaco.
- d. No Person may consume alcoholic beverages or illegal controlled substances on the Airport in City owned Premises.
- e. No Person shall abandon, park, or store personal property in public view, including, but not limited to, motor vehicles (excluding vehicles that are parking temporarily in the hangar during periods when the aircraft is being used), recreational vehicles, trailers, boats, pontoons, personal watercraft, inoperative ground support equipment, or inoperative aircraft that are not in the active mode of being restored on land or in Premises that are Leased, under Permit, or under other forms of Agreements. All short-term parking of vehicles on the Premises shall have current license plates and tabs.

II. Refuse Disposal and Management

- a. No Person shall dispose of or deposit any non-environmental waste, refuse, or garbage on the Airport except in designated receptacles as defined by the Airport Director. All waste, refuse, or garbage shall be placed and kept in proper containers until disposed of in the designated containers in an appropriate and timely manner. No environmental waste of any kind may be deposited in any City controlled receptacles and must be deposited in certified hazardous waste containers meeting all applicable environmental regulations.
- b. Tenants are required to keep their Leased Premises clean and clear of all rubbish, junk, and debris. If, after written notice by the Airport Director, or designee, the area is not cleaned, the Airport Director may have the Leased Premises cleaned and the cost of such plus a twenty-five percent (25%) administrative fee paid for by the Tenant at the Tenant's sole expense. Payment is due and payable upon demand.
- c. No Person shall knowingly, recklessly, or negligently cause debris to be left within the AOA in such manner as may pose a risk to the operation of aircraft. All Persons with access to the AOA shall keep the same clear of Foreign Object Debris ("FOD") by collecting and disposing of debris in covered containers to prevent potential engine intake or damage to aircraft.

III. Animals

- a. No Person shall enter the AOA with an animal unless the animal is restrained by a leash, harness, or container at all times, except that supervised animals used in law enforcement, search and rescue, and wildlife management by persons authorized by the City may be permitted in the AOA without actual physical control.

- b. No Person shall feed or encourage the congregation of birds, deer, or other animals on the Airport.

IV. Firearms and Explosive Devices

- a. No Person other than a duly authorized federal, state, or local law enforcement officer shall fire or discharge any firearm of any description on the Airport or onto the Airport. The foregoing restrictions on discharging firearms do not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director. This provision does not prohibit carrying of authorized firearms under the State approved conceal and carry program.
- b. No Person shall possess on the Airport any explosive device or any hoax device. The foregoing restriction on explosives does not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director. The foregoing restriction also does not apply to the possession and use of explosive devices in connection with the design, manufacture, repair, refurbishment, or operation of aircraft. For purposes of these Rules and Regulations, a hoax device shall include any object that would cause a Person to reasonably believe that the object is or contains a destructive, incendiary, or explosive device.

V. Hunting

No Person shall hunt, pursue, trip, catch, injure, or kill any wildlife on the Airport. The foregoing prohibition does not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director or pest control programs initiated by Tenants.

VI. Smoking

- a. Smoking is prohibited in all indoor areas of City owned facilities.
- b. Smoking is prohibited in exterior areas of City owned facilities, including (i) within ten (10) feet of any door to a City owned building on the Airport, (ii) within two hundred (200) feet of any fuel storage facility or fuel dispensing facility on the Airport or equipment, and (iii) within fifty (50) feet of any facility owned by the City.
- c. The City reserves the right to designate specific exterior areas of the City owned and operated facilities at the Airport in which smoking is permitted.

VII. Vandalism and Damage to Airport Property

No Person shall willfully destroy, injure, damage, or deface in any way public property of any nature located on the Airport. Any Person causing or responsible for damage of any nature shall report such damage to the Airport Director and, upon demand by such office, shall reimburse the City for the full amount of the damage. The cost of repairing any such vandalism or damage shall be paid for by the offending party plus a twenty-five percent (25%) administrative fee and shall be due and payable upon demand.

VIII. Residential Use

- a. No building or facility at the Airport shall be used for residential use as defined at the sole discretion of the Airport Director. The foregoing prohibition shall not apply to pilot resting facilities and similar facilities designed and used for temporary occupancy. Hangar use must adhere to all City codes and other applicable occupancy related requirements.

- b. No Person shall engage in Through-the-Fence Operations by taxiing an aircraft between any location on the Airport and any off-Airport property used for residential purposes.

IX. Non-Aeronautical Use of Airport Facilities

No hangar, T-hangar, or similar aeronautical structure on the Airport designated for use for aeronautical purposes, shall be used for non-aeronautical purposes in accordance with 14 CFR Chapter I effective July 1, 2017, as may be amended from time to time, without the prior written permission of the Airport Director. There shall be no use of City owned hangars and improvements for non-aeronautical purposes as long as there is an aeronautical user that is willing to execute a Lease, Permit, or other Agreement with the City. Short term usage of aeronautical facilities may be used for non-aeronautical purposes at the sole discretion of the Airport Director and in accordance with applicable FAA guidelines.

Provided the hangar is used primarily for aeronautical purposes, the City may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. The City will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at/in the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business.
5. Are stored in violation of airport rules and regulations, Lease provisions, building codes, or local ordinances.

Any prohibited item shall be removed by the Entity upon written notice by the Airport Director and a reasonable cure period and, if not removed as outlined in the written notice, shall be subject to removal by the at the sole expense of the Entity plus a twenty-five percent (25%) administrative fee. Reimbursement for such an action shall be due and payable upon demand.

Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved in advance by the FAA Office of Airports as described in Section III. b. Aeronautical uses for hangars include:

1. Storage of active and licensed aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. If under repair, there must be tangible evidence that the repair is proceeding on a normal course.
5. Storage of aircraft handling equipment, e.g., towbars, tugs, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

X. Solicitation and Picketing

- a. Solicitation

- 1) No Entity shall distribute any literature, circulars, pictures, sketches, drawings, or other forms of printed or written material or engage in any form of solicitation on the Airport without the prior written permission of the Airport Director.
- b. Picketing, marching, demonstrations
 - 1) Each Entity wishing to engage in picketing, marching, or demonstrations at the Airport shall, prior to such event, obtain a written Permit from the Airport Director. Each Permit shall specify the area of the Airport on which picketing, marching, or demonstrating shall be permitted, the date and time such activity shall be permitted, and any other reasonable conditions that the Airport Director may deem necessary for the safety of persons and property or for the efficient operation and security of the Airport. All such activities must be in compliance with these Rules and Standards and any applicable City requirements.
 - 2) All authorized picketing, marching, and demonstrations conducted on City owned premises shall be (i) in a peaceful and orderly manner; (ii) without physical harm, molestation, threat, or harassment of any person; (iii) without obscenities, violence, breach of the peace, or other unlawful conduct; (iv) without obstructing the use of the Airport by others; (v) without hindrance to or interference with the proper, safe, orderly and efficient access to/from, and operation of, the Airport and activities conducted thereon; and (vi) in strict conformance with any operating procedures governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Director. The City reserves the right to revoke any such approval immediately and to require that activities cease and desist immediately in the event of a violation of these requirements.

SECTION J. -- AIRCRAFT OPERATIONS

I. General Responsibilities

- a. The operation of aircraft on the Airport shall be conducted in conformity with City requirements; FAA regulations; Texas law; directives and orders of Air Traffic Control; Department of Homeland Security regulations, to the degree applicable; Customs and Border Protection; and with these Rules and Standards. Persons operating aircraft are responsible for the safe operation of their aircraft and the safety of others exposed to such operation.
- b. All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
- c. No Person may operate aircraft at the Airport in a reckless or negligent manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No Person shall operate aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property.
- d. All persons, upon entering or exiting through an airport access gate or a gate that permits ingress and egress to the Airport Operations Area, shall ensure that the gate closes completely behind their vehicle or person prior to leaving the gate to ensure that no unauthorized vehicles or persons gain access thereto.
- e. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the Airport Director is authorized to restrict access to the Airport by (i) any Person who has been found by the FAA, Department of Homeland

Security, or Customs and Border Protection to have violated applicable regulations or requirements concerning the operation of aircraft, where such violation would, at the sole discretion of the Airport Director, present a real and present danger to the safety of persons or property on the Airport; or (ii) who has been found by the City to have violated the preceding provision of the Rules and Standards concerning the safe operation of aircraft on the Airport.

- f. As provided in FAA regulations and Texas law, no Person shall operate or have actual physical control of any aircraft while under the influence of alcohol, drugs, or other controlled substances. This provision is intended to provide an additional mechanism to ensure safe aircraft operations by requiring compliance with FAA regulations, currently found at 14 C.F.R. § 91.17. This provision is not intended to create new or different standards than provided in FAA regulations or Texas law.
- g. No Person shall land, take off, or taxi on the Movement Areas of the Airport in an aircraft that is not equipped with a functioning radio transmitter and receiver. In the event of inadvertent radio failure, or if the aircraft is not equipped with functional a radio, standard light signals shall be used. All aircraft (whether being operated by a pilot or a mechanic), vehicle, or pedestrian operating within the movement area of the airport shall utilize the common traffic advisory frequency (CTAF), 122.8 MHz, and be required to broadcast intentions as advised in the Aeronautical Information Manual (AIM).
- h. Any aircraft owner or operator causing damage to Airport property shall be fully liable to the City for repair of any such damage, in addition to any other penalties prescribed herein.

II. Parking, Ground Movement, and Engine Run-Up

- a. No aircraft shall be parked or stored at the Airport except in areas designated by the City for such purposes. Aircraft operators are solely responsible for properly securing the aircraft while parked or stored to avoid damage to the aircraft, other aircraft, or buildings/improvements and for maintaining the aircraft in a safe and mobile condition.
- b. No aircraft shall be left unattended at the Airport unless it is in a hangar or adequately secured.
- c. All Airport users shall have the right in common with others, so authorized, to use Common Use Areas of the Airport. Common Use Areas shall be kept clear and available for aircraft traffic. No one shall use any Common Use Area for parking or storing aircraft or vehicles. Common use designations may be changed from time to time by the City following written notice.
- d. Aircraft shall not be parked so as to block movement on taxiways, public ramps, or in Common Use Areas. At the direction of the Airport Director, or designee, the operator, owner, or pilot of any illegally parked aircraft at the Airport shall move the aircraft upon demand to a legally designated parking area at the Airport. If the operator refuses to comply with such direction, the City may tow said aircraft to such designated area at the owner's operator's sole expense plus a twenty-five percent (25%) administrative fee due and payable upon demand. The City will be held harmless for any such action and will not be liable for any damage to the aircraft resulting from such actions.
- e. Tenants shall park and store all aircraft and equipment used for their operations within their Leased Premises.
- f. Abandoned Aircraft are prohibited at the Airport. The Airport Director may cause Abandoned Aircraft to be removed at the sole risk and expense of the aircraft owner or operator plus a twenty-five percent (25%) administrative fee due and payable upon demand. Aircraft in any active stage of manufacture, repair, or refurbishment will not be

considered abandoned provided that the aircraft is under the care, custody, and control of an Entity and the Entity has the present intention of completing or restoring the aircraft to an airworthy condition in an expedient manner. The Airport Director may request evidence to demonstrate the Entity's intention to complete or restore an aircraft to an airworthy condition.

- g. Non-airworthy aircraft shall not be permitted within the common use tie-down, or ramp areas. Aircraft in any active stage of manufacture, repair, or refurbishment may be parked within the Entity's controlled tie-down or ramp areas provided that the aircraft is under the care, custody, and control of the Entity and the Entity has the intention of completing or restoring the aircraft to an airworthy condition.
- h. Aircraft operators shall obey all pavement markings, signage, and lighted signals.
- i. No vehicle shall be used to tow or move an aircraft unless the vehicle is designed for such use, except in the case of an emergency requiring timely removal of the aircraft.
- j. No Person shall taxi an aircraft until the Person has ascertained by visual inspection of the area that there will be no danger of collision with any Person or object in the immediate area.
- k. No person may offer to provide or may use any tie-down space unless the tie-down space has at least three-point tie-downs, which can accommodate ropes or chains adequate to hold aircraft immobile in whole gale-force winds (55 to 63 mph).
- l. Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways and in full compliance with FAA regulations.
- m. For purposes hereof, an "engine run-up" is the operation of an engine at any power setting in excess of normal ground idle. All aircraft maintenance engine run-ups are only permitted between the hours of 8:00 a.m. and 10:00 p.m. local time at the run-up areas as designated by the Airport Director unless the "engine run-up" is necessary during preflight checks..
- n. No Person owning, controlling, or operating any aircraft shall start, operate, or allow the aircraft's engine to run, or allow the same to be started, operated, or run unless an experienced operator is in the aircraft attending the aircraft's controls. A portion of aircraft run-up for testing, maintenance, and pre-flight checks may be conducted without an operator at the controls so long as the run-up occurs in a designated area, all safety precautions prescribed by FAA regulations and best industry practices are employed, and the aircraft is incapable of moving during the period an operator is not at the controls.
- o. Aircraft shall not be started within any structures at the Airport, provided that aircraft and aircraft engines may be started in structures at the Airport during research and development, manufacture, and repair.
- p. No Person shall start the engine of any aircraft unless the wheels of said aircraft are then blocked or unless adequate brakes thereon have been actuated.
- q. Positioning, starting, or taxiing of aircraft shall be done in such a manner so as not to cause jet blast or prop wash that may result in injury to Persons or damage to property.
- r. No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas designated by the Airport Director without a variance. A variance, as called for herein, may be granted where there is documented history of safe operations by the Tenant or where the variance is granted as part of an executed Agreement. Once a variance is issued, it shall remain in effect with the Lessee for the Term of the Agreement provided the Lessee remains in compliance with the terms and conditions of the variance and the Lease.

- s. No Person shall operate an aircraft on pavement designed solely for ground vehicle or pedestrian traffic.

III. Aircraft Accidents

- a. The pilot of an aircraft involved in an accident at the Airport shall report the accident to the Airport Director immediately, in addition to any and all other notifications and reports required to be made to other federal, state, and local authorities. In the event said pilot is not able to make such a report to the Airport Director on a timely basis, the owner of the aircraft or owner's agent shall make such report.
- b. In the event of an accident on the Airport, the City, through the Airport Director may, upon receipt of removal authority from the FAA Regional Operations Center or National Transportation Safety Board, direct the owner, pilot or authorized insurance company to make arrangements to have the aircraft moved and, if not completed within a reasonable period of time, move damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the owner and without liability to the City for damage resulting from such moving.
- c. Airport property damaged or destroyed by accident or otherwise shall be repaired or replaced immediately at the sole expense of the responsible parties.
- d. The pilot or owner of any aircraft that sustains material damage affecting the airworthiness of the aircraft while conducting operations at the Airport shall immediately notify the Airport Director.

IV. Airport Closure

- a. The Airport Director, or designee, has the right at any time to close the Airport, or any portion thereof, to air traffic; to delay or restrict any flight, or other aircraft operation; and to deny the use of the Airport or any portion thereof when necessary, in the interest of safety and security, including without limitation in the event of aircraft incidents and accidents and certain airfield surface conditions. Upon approval by the FAA, the Airport Director shall have the right to temporarily close the Airport for Special Aeronautical Events. In the event the Airport Director, or designee, believes the condition of the Airport to be unsafe for landings or take offs, the Airport Director will mark any temporary hazardous conditions physically to warn users adequately through the use of NOTAMs, or issue a Notice to Air Missions (NOTAM) temporarily closing the Airport or any portion thereof.

V. Self-Service

- a. An Entity has the right to Self Service an aircraft that the Entity owns; aircraft that the Entity has under the exclusive operational control pursuant to a long-term lease or other similar agreement; or aircraft that are under the care, custody, and control of. The right to Self-Service includes the right to tie down, adjust, repair, fuel, defuel, clean, and otherwise service an aircraft. Licensed pilots are permitted to perform, or have performed by qualified providers, preventive maintenance in accordance with 14 C.F.R. Part 43.
- b. Each Entity authorized to engage in Self-Service Fueling shall have the requisite training and/or certification and equipment as may be required by the Rules and Standards and FAA regulations.
- c. Each Entity that is authorized to engage in Self Service Fueling shall be solely responsible for all liability for any fuel spill or any contamination resulting from Self Service Fueling to include the payment of any fines, the cost of City fire department services provided resulting from the spill, and the full cost of any clean-up and/or remediation plus a twenty-five percent (25%) administrative fee due and payable upon demand..

- d. The City does not recognize aircraft managers, co-ops, or hangar associations to be the owner or lessee of an aircraft, and each such Entity is not permitted to Self-Service. Flying Clubs and fractional aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service aircraft based at the Airport. Aircraft manufacturers are permitted to Self-Service aircraft under their care, custody, and control prior to delivery to customers and during warranty work. Self-Service may be conducted only by the aircraft owner or operator, including an employee or contractor of an Entity.
- e. The City reserves the right to designate areas at the Airport where aircraft owners and operators may engage in Self-Service and where Self-Fueling storage facilities be located.

VI. Cleaning, Painting, and Maintenance of Aircraft

- a. Aircraft maintenance may be performed within hangars or on other Leased Premises, provided such activity does not pose a fire or safety hazard.
- b. Aircraft painting shall be performed in compliance with all Environmental Protection Agency ("EPA") guidelines and all applicable City Code requirements. This will include the requirement that all painting and finishing be performed within a certified facility.
- c. Aircraft cleaning shall be performed only in the areas and in the manner prescribed by the City and in compliance with the Airport Storm Water Management Plan. Any cleaning that poses a potential threat of discharging hazardous substances must be performed in areas that have containment infrastructure provided.
- d. Aircraft washing may only take place inside hangar areas with floor drains discharging to the treated sewage system, on designated paved non-movement areas within the Air Operations Area, or on a specially designated aircraft washing area ("aircraft wash rack"). Aircraft washing conducted on paved non-movement areas must be accomplished without the use of soaps, detergents, solvents, or de-greasers and must be conducted using a low-pressure, non-surfactant wash. Prior to washing an aircraft on a paved Non-Movement Area, the area must be inspected for signs of pollutants (e.g., stained pavement or dead vegetation). If signs of pollution are discovered, the area must be properly cleaned before aircraft washing may commence. Aircraft washing may be performed by the aircraft owner or the owner's employee under the provisions of this section. No person may wash, detail, or clean an aircraft who is not the owner or employee of the owner of the aircraft unless that person is in compliance with these Rules and Standards.

VII. Limits on Aeronautical Activities

- a. The following types of aircraft and other aerial devices may not be operated on the Airport without the prior written authorization from the Airport Director:
 - 1) Unmanned aerial vehicles.
 - 2) Kites, model airplanes, tethered or non-tethered balloons, rockets, and similar aerial devices.
 - 3) The Airport Director may seek review by the FAA upon receipt of a written application to conduct Ultralight aircraft operations use at the Airport.
- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving shall be specifically prohibited unless authorized by an approved Permit.
- c. The Airport Director may seek review by the FAA upon receipt of a written application to conduct one of the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring at the Airport. In the event that the Airport Director grants approval to conduct an Aeronautical Activity, the Director's approval shall be in the form of a directive

authorizing the submitting party, and other similarly situated Entities, the right to conduct the Aeronautical Activity and prescribing specific conditions for use of the Airport for the Aeronautical Activity which shall be at the sole discretion of the Airport Director. The authorized Aeronautical Activity shall be conducted in conformance with such directive, all applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the Airport Traffic Control Tower. Failure to comply may result in the immediate revocation of the Entity's right to conduct such activity, which shall be determined at the sole discretion of the Airport Director.

SECTION K. -- FUELING AND ENVIRONMENTAL PROTECTION

I. General

- a. All aviation fuels and oil-based products for use or sale on Airport property shall be dispensed only by Entities qualifying as an authorized fueling provider and so authorized in a Lease, Permit, or other Agreement. No other Entities shall sell, transport, store, dispense, or otherwise introduce fuels and oils for sale onto Airport property. All stored Commercial Fueling and Commercial Self Service Fueling fuel must be stored in areas that provide for secondary containment sufficient to prevent the discharge of fuel onto the property in the event of a spill and/or leak. The requirement for secondary containment shall also apply to any areas where fueling vehicles containing stored fuel are located. The quantity of the secondary containment must be approved in writing by the Airport Director prior to the construction or placement of any fuel storage facility or fuel dispensing equipment parking area.
- b. For purposes of this section, "Permittee" shall refer to the owner or exclusive operator of an aircraft authorized to self-fuel pursuant to a Self-Fueling Permit. Permittees under a fuel dispensing permit shall comply with every term and condition of the permit.
- c. No person may receive, store, or dispense fuel of any kind whatsoever at the fuel farm or any other portion of the airport without a permit issued by the City. The form of permit may be adjusted from time to time by the City, at its sole discretion. The City Commission shall establish the rates, fees, and charges which are subject to change following written notice. A permit shall be issued in accordance with the Rules and Standards adopted, as may be amended from time to time. Any Entity who holds and complies with a permit issued by the City shall be deemed to be in compliance with the Code of Ordinances relating to a fuel dispensing permit, provided, however, that the requirement for the payment of a fuel flowage fee shall continue in full force and effect.
- d. The City Fire Marshal shall conduct all required inspections prior to issuance of the permit. The City Fire Marshal shall issue the permit and shall have overall responsibility of administration, enforcement, and implementation and for coordination of all departments of the City involved in the application of the permit.
- e. The City reserves the right to charge a fee for the issuance of the Permit. The permittee shall not be entitled to a refund of a permit fee where a permit is suspended or revoked.
- f. Permits are nontransferable without the prior written consent of the City. No permittee holding a permit shall be permitted to assign any right or privilege granted by such permit without the prior written consent of the City.
- g. For serious or uncorrected violations of any of the requirements of a permit, or there are three (3) or more violations of the terms of the permit or requirements of this division within any rolling 18-month period, or for interference with the City Fire Marshal in the performance of duties, and upon a determination that Permittee is in default of the terms of the permit, the permit may be permanently revoked. Prior to such action, the City shall notify the Permittee in writing, stating the reasons for which the permit shall be permanently

revoked at the end of ten (10) days following service of such notice, unless a request for an appeal is filed with the City as called for in the Rules and Standards by the Permittee within such ten-day period. If no request for an appeal is filed within the ten-day period, the revocation of the permit becomes final. Permittee shall be allowed to operate under such permit during such ten-day period or during the pendency of an appeal.

- h. Whenever the City Fire Marshal finds conditions on the premises affected by the permit which, in his judgment, constitute substantial hazard to the life, limb, property, health or welfare of the public, he or she may without warning, notice or hearing issue a written notice to the permittee citing such conditions and corrective action to be taken, and if deemed necessary, such order shall state that the permit is immediately terminated. Any person to whom such order is issued shall comply immediately therewith, but upon written petition to the fire marshal, shall be afforded a hearing as soon as possible.
- i. Each Entity that performs fueling activities at the Airport will be required to indemnify City for any fueling or environmental related legal actions or fines, by any governmental entity or third party, due to Entity's or SASO's activities at the Airport.

II. Aircraft Fueling Operations

- a. All fuel handling and dispensing on the Airport shall be done in compliance with the following:
 - 1) FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling and Dispensing on Airports)
 - 2) FAA Advisory Circular 00-34A (Aircraft Ground Handling and Servicing)
 - 3) National Fire Prevention Association (NFPA)'s Code No. 407 (Standard for Aircraft Fuel Servicing); and Code No. 30 (Flammable and Combustible Liquids Code)
 - 4) Air Transport Association Specification 103 (Standards for Jet Fuel Quality)
 - 5) Underwriters Laboratories 2085 (Protected Aboveground Tanks for Flammable and Combustible Liquids)
- b. **Only the City's proprietary exclusive FBO shall be permitted to engage in the sale of aviation fuel and other petroleum products to the public at large through an attended operation at the Airport. Commercial Self Fueling may be provided by any Entity that meets the requirements and are compliant with the requirements outlined in the Rules and Standards**
- c. Each authorized Self Fueller shall provide the City with a comprehensive quality control and management plan identifying quality control procedures and qualification of personnel to be used in the aircraft fueling operations.
- d. Each authorized Fueller will provide all applicable insurance required by the City and shall indemnify and hold harmless the City and its employees, contractors, agents, and representatives from occurrences resulting in environmental contamination, injury to Persons, or damage to property.
- e. In order to engage in self-fueling, the Commercial Aeronautical Operator must seek and obtain a Self-Fueling Permit or other Agreement from the City. Self-fueling, excluding AVGAS Fueling, shall be subject to the Self-Fueling Permit or Agreement and the Rules and Standards. No Person shall be required to self-fuel; the purchase of fuel from the City's proprietary exclusive FBO shall remain an available option. AVGAS fueling shall, however, be required to comply with items f through l below.

- f. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of selling fuel other than by the City's proprietary exclusive FBO or Entities authorized to sell fuel is prohibited. No truck-to-truck (fuel transport truck to aircraft refuel service truck) operations may be conducted unless prior written approval has been granted by the Airport Director.
- g. No Through the Fence Operator will be allowed to store, sell, transport, or dispense fuel at the Airport.
- h. No aircraft shall be fueled while one or more of its engines are running, except under procedures approved by the FAA and consistent with proper safety procedures.
- i. No aircraft shall be fueled or de-fueled while passengers are on board the aircraft unless a properly trained operator is conducting the activity.
- j. All fueling operations shall be conducted in accordance with NFPA 407 and fueling trucks must be pointed away from fueled aircraft and have a clear route of egress in case of emergency.
- k. Smoking or lighting of an open flame shall be prohibited within two hundred (200) feet of any fueling operation. No Person shall use any material during fueling or de-fueling of aircraft which is likely to cause a spark or be a source of ignition.
- l. No Person shall operate any radio transmitter or receiver or switch electrical components on or off in an aircraft during fueling or de-fueling except those systems that may need to be operated by a trained operator during fueling operations.
- m. During fueling operations of any kind, dispensing equipment and receiving equipment such as fuel trucks, fuel farms, and aircraft shall be grounded at all times to neutralize electrical discharge potential.
- n. Fueling and defueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.
- o. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling shall be maintained in good condition and be properly grounded in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act.
- p. Fuel hoses and equipment shall be maintained in a safe, sound, and non-leaking condition.
- q. Trained personnel shall be present during the entire fueling operation.

AVGAS dispensed into aircraft on the Airport shall only be into aircraft certified for its use and further shall be in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

III. Training

- a. Employees of all Fuelers and agents handling aviation fuels at the Airport must be properly trained as required by 14 C.F.R. § 139.321. Separate fuel safety training programs are required for supervisors and line service personnel.
- b. At least one supervisor with each fueling agent must have completed an FAA authorized aviation fuel training course in fire safety. The individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within ninety (90) calendar days of initiating duties and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.

- c. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor.
- d. Line service fuel safety training may be provided by a supervisor who has completed an FAA-authorized supervisory fuel safety training course or an authorized fuel safety training program. Training for employees may also be completed through the use of an approved line service fuel safety course. Written records documenting the training must be retained and made available to the City upon demand. Records must be retained throughout the Term of any Lease or Agreement and must be retained for a minimum of seven (7) years following termination of the Lease or Agreement.
- e. Fuelers must maintain a copy of the certificate of completion for any supervisors or employees completing the required fuel safety training for twelve (12) consecutive calendar months. Certificates shall comply with the requirements of FAA Advisory Circular 150/5230-4B at Chapter 4, Section 3.
- f. Fuelers must provide the City with written confirmation once every twelve (12) consecutive calendar months that the training required by 14 C.F.R. § 139.321(e) has been completed.

IV. Fuel Storage

- a. No fuel storage or dispensing equipment shall be installed or used at the Airport without the prior written approval of the Airport Director. Only those Tenants having fuel storage rights specified in their Lease or other Agreement shall be considered eligible for fuel storage.
- b. All fuel storage or dispensing equipment shall be in compliance with FAA and NFPA requirements, shall be maintained in a safe and non-leaking condition, and shall be installed and maintained at the sole expense of the Fueler.
- c. Unless otherwise approved by the Airport Director, all storage tanks shall be located above ground and comply with current requirements, and adapted to meet future requirements of federal, state, and local laws and regulations relating to fuel storage, following written notice of non-compliance and a reasonable cure period. All storage tanks shall be operated in accordance with FAA Advisory Circular 150/5230-4B, NFPA 407, and the National Air Transportation Association's Refueling and Quality Control Procedures for Airport Service and Support Operations, as each may be amended or superseded.
- d. Existing non-complaint private storage and distribution systems in place as of the date of adoption of these Rules and Standards shall be permitted to remain until a retrofit plan and timeline is agreed to by the City and the Entity. Under no circumstances shall the non-compliant storage tanks be in place following the adoption of these Rules and Standards beyond the existing Agreement term. In the event of a sale, expansion, authorized transfer, or major maintenance of a storage and/or distribution system, the storage and distribution systems must be abandoned, remediated if required, and replaced with a fully compliant storage and distribution system. The Entity shall not expand the product capacity or number of storage tanks in existing facilities without prior written approval of the City. The City must provide prior written approval of the location, design, and construction of any new fuel storage or fuel dispensing facility prior to the issuance to proceed. Establishment of any new fuel storage facilities at the Airport must be in accordance with then current federal, state, and local environmental and safety regulations and policy and the then current ALP.
- e. All fuel shall be stored in and dispensed from facilities located in areas designated by the Airport Director leased to the Entity.

- f. New fuel storage facilities shall comply with the requirements for secondary containment as prescribed in any federal, State, and local laws and ordinances.
- g. Fuel storage equipment shall be provided with automatic metering, recording, and ticket printing devices or an electronic conveyance system that maintains and produces accurate receipts of fuel dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the Airport Director for review and approval. All approved systems will provide an accurate and reliable audit trail for administrative requirements and leak detection purposes.
- h. Distribution of fuel into aircraft shall be via mobile or stationary pumping equipment. Over the road tankers are prohibited on the AOA unless properly escorted. Storage sites shall provide adequate access and circulation pavements to accommodate both the fuel delivery tanker and the aircraft refueling vehicles. All pavements subject to heavy tanker delivery truck traffic and fuel spill potential must be appropriately designed and constructed by the Fueler.
- i. Security for each fuel storage facility shall be provided by a minimum of an eight-foot chain link fence around the perimeter and adequate lighting as prescribed in the Airport Security Program or required by the Airport Director.
- j. Fuel storage for fuel transported on to the Airport-by-Airport Tenants for self-fueling as authorized in the Rules and Standards must be stored in bondable fuel storage containers if stored in aircraft storage or maintenance hangars.

V. Fuel Spills

- a. Fuelers shall prepare, maintain, and implement an SPCC Plan, except to the extent the Fueler's fueling operations are covered by the Airport SPCC Plan.
- b. Cleanup methods shall be consistent with the applicable SPCC Plan and must be approved by the Airport Director.
- c. Fuelers shall provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers shall maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers shall have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler will be fully responsible for the cost of the response from the City's fire department, all clean up, remediation, fines, and/or monitoring required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill of five (5) gallons or more, the following safety procedures shall be followed:
 - 1) Fueler shall immediately notify the Airport Director.
 - 2) Fueler shall take immediate action to begin containment and clean-up operations, which shall include the prevention of fuel from entering any storm or silt trench drain.
 - 3) Fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted at any such spillage site and shall remain until authorized to be relieved by the Airport Director.

- 4) All contaminated absorbent material shall be placed in DOT approved metal containers and disposed of by the Fueler at its sole cost, in compliance with all applicable federal, state, and local laws.
- 5) Where spills occur that are larger than Fueler can adequately handle, Fueler must immediately obtain the clean-up services of an approved hazardous material contractor. Fueler must provide a written cleanup plan to the Airport Director and obtain written approval prior to the commencement of work.
- 6) Fueler shall be liable for all costs associated with the control, containment, clean-up, remediation, disposal, any City fire department cost for services rendered plus a twenty-five percent administrative fee, and any damages or fines that result from the spill or clean-up operations. If Fueler fails to promptly undertake remediation activities in response to a spill or discharge, the City may at its sole discretion, but is not obligated to, perform such remediation following written notice. Any costs incurred by the City associated with assessment, remediation, and cleanup of the spill plus a twenty-five percent (25%) administrative fee shall be paid upon demand by Fueler. The City shall be held harmless with any activities associated with the cleanup and/or remediation activities.
- 7) Copies of all reports and written communications submitted to any federal, state, or local agency relating to such spill shall be provided to the Airport Director at the time submitted to such agency. The Airport Director will be provided copies immediately of all correspondence between the Entity and the governing agency.

VI. Fuel Servicing Vehicles

- a. Mobile fueling vehicles and their systems shall be maintained and operated in accordance with EPA, federal, state, and local regulations, codes, and ordinances covering fuel dispensing on airports; FAA Advisory Circular 150/5230-4B; and NFPA 407.
- b. Each fueling vehicle shall be conspicuously marked, per NFPA 407, in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank in letters of at least six (6) inches high, and with the wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices in letters at least two (2) inches high. Each fueling vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- c. Fueling vehicles shall use only the entrance, exit, and route designated by the Airport Director, or designee, during the transportation and delivery of fuel to, from, and on the Airport.
- d. Trained fueling personnel on duty shall be of sufficient number to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning. All fueling facilities and fueling vehicles may be inspected annually by the City. Fuelers shall address any and all deficiencies reported from the inspection within thirty (30) calendar days of receipt of written notice.

VII. Self-Fueling

- a. No Entity shall engage in self-fueling unless the right is included in its Agreement or until a Self-Fueling Permit authorizing such activity has been obtained from the City. The requirement to seek and obtain a Self-Fueling Permit shall not apply in the event that self-fueling operations are authorized and addressed fully in a Lease or other Agreement. AVGAS Fueling is exempted from the Permitting requirement in Section II K above subsections f through I above.

- b. To obtain a Self-Fueling Permit, an applicant must provide evidence of ownership or lease for every aircraft for which self-fueling privileges are requested.
- c. Applicants for a Self-Fueling Permit shall pay a Permit fee as may be required by the City.
- d. Permittees engaged in self-fueling shall provide the Airport Director with a current list of owned or leased aircraft verifying sole ownership or care, custody, or control by the owner, or that the Entity is the sole lessee of said aircraft.
- e. Permittees may not sell or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user at the Airport.
- f. An Applicant shall procure and deliver to the Airport Director, with the application for a Self-Fueling Permit, a current, original Certificate of Insurance acceptable to the Airport Director showing insurance coverage for the duration of the permit for at least the amounts specified in Appendix 1.
- g. The term of a Self-Fueling Permit shall be no longer than the term of Permittee's lease or sublease at the Airport.
- h. Permittees may only fuel aircraft identified on the Self-Fueling Permit. No other aircraft may be fueled by Permittee. Violations may result in the revocation of the Permit at the sole discretion of the City.
- i. Permittee shall ensure that only Persons employed by or under contract to Permittee are involved in self-fueling and that all employees handling fuel are trained in accordance with Subsection III above prior to the commencement of the self-fueling. Permittee may be required to show proof that the Person fueling an aircraft is an employee or contractor of Permittee. Permittee shall submit to the Airport Director evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide documentation verifying all required certifications and required recurrent training before self-fueling activities may take place.
- j. Permittee shall dispense aviation fuel only on Permittee's leasehold.
- k. Permittee may terminate the Self-Fueling Permit upon written notice to the City.
- l. The City may revoke the Self-Fueling Permit upon ten (10) calendar days' written notice to the Permittee. The Airport Director may revoke the Self-Fueling Permit immediately in the event of an emergency, for any of the following reasons:
 - 1) Non-compliance with the Rules and Standards following a written notice and reasonable cure period, at the sole discretion of the City.
 - 2) Failure to maintain the required insurance.
 - 3) Failure to pay any part of the fuel flowage fees due after such payments become due and payable to the City.
 - 4) Failure to repair any damage to the fuel storage facility within the time specified by the City.
 - 5) Failure to retrofit fuel storage facility to meet compliance standards outlined in these Rules and Regulations.
 - 6) Fueling an aircraft that is not listed on the Self-Fueling Permit.

- 7) Aircraft fueling by individuals who are not employees or authorized contractors of Permittee.
- 8) Discontinuation of fueling operations by Permittee for a period of one hundred eighty (180) consecutive days.
- 9) Failing to report a fuel spill as required and, in the manner, required in these Rules and Regulations.
- 10) Any violation of federal and/or Texas environmental law or regulation concerning fuel storage and dispensing.
- 11) For non-compliance with the secondary containment requirement as called for in the Agreement or Permit between the City and the Person or Entity.
- m. Permittee shall have the opportunity to appeal the revocation of a Self-Fueling Permit in accordance with Subdivision I, Section C (II) hereof. Upon revocation, Permittee may not reapply for a Self-Fueling Permit for a minimum of one (1) year from the date of revocation.
- n. Permittee shall agree to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless and defend the City, on terms prescribed by the Self-Fueling Permit.
- o. A Self-Fueling Permit is not assignable or transferable.

VIII. Commercial Self-Service Fueling Facilities

- a. Entities may be permitted to install and maintain a fuel storage and dispensing facility for Commercial Self-Service Fueling provided the Entity is in compliance with the Rules and Standards.
- b. The facility shall be constructed on concrete rigid pavement and include above ground double wall tank(s), secondary containment of an adequate size as approved in writing by the Airport Director, fueling terminal, metering system, credit card charging system, emergency shut-off, lighting and protective enclosures, using pipe bollards or other suitable protection.
- c. The facility shall include a control device that prevents unauthorized fuel dispensing.
- d. The responsible Entity shall provide a properly serviced fire extinguisher, meeting NFPA 407 standards; easily recognizable markings to indicate the type of fuel; and placard instructions on the use of the facility, emergency telephone numbers and emergency procedures.

IX. Fuel Flowage Fee

- a. A fuel flowage fee at the rates established by the City Commission, subject to change by the City from time to time, shall be assessed on all fueling operations at the Airport from which revenue is derived. Entities authorized to conduct Self-Service Fueling facilities shall be required to pay the then-current fuel flowage fee, as established by the City, for each gallon of aviation fuel delivered to the Entity, except in the event that the amount and payment terms for the fuel flowage fee shall be designated in a Lease, Self-Fueling Permit, or Agreement.
- b. The City shall have the right to adjust the fuel flowage fee rate from time to time. The City shall notify each Fueller in writing of the City's intent to adjust the then prevailing fuel flowage fee rate, indicating the new rate proposed and the date such rate is scheduled to go into effect, a minimum of thirty (30) days prior to the proposed effective date.

- c. The obligation to pay a fuel flowage fee may be in addition to any other rental rates, fees, and charges established by the City or any fuel tax imposed by any authorized taxing authority.

X. Flammable and Volatile Liquids

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or fuel aircraft shall comply with the standards and requirements of the National Fire Protection Association (NFPA) 407 (Standard for Aircraft Fuel Servicing) and FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling, Training and Dispensing on Airports), as each may be amended or superseded.
- b. The procedures and precautions outlined in this subsection shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.
- c. Entities conducting aircraft fuel system maintenance shall comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Entity shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.

XI. Toxic Substance Disposal

- a. Fuels, oils, dopes, paints, solvents, acids, and other hazardous materials shall not be disposed of or dumped into any stormwater drains, on the ramps, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil shall be disposed of at the Airport in authorized containers.
- b. Floors, walkways, and paved surface areas in buildings shall be kept free of oil solvents or other fluids that may cause injury. The use of volatile, flammable solvents for cleaning floors is prohibited. Drip pans and other appropriate fluid catchment/holding devices or utensils shall be used when necessary.
- c. Cylinders or flasks of compressed flammable gases shall be stored external to occupied buildings and hangars in facilities approved in writing by the Airport Director. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area. Aircraft oxygen bottles and FAA approved aircraft heaters are exempt.

XII. Sanitation and Hazardous Waste Management

- a. No Entity shall use, handle, treat, store, or transport hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Entity's authorized activities on the Airport and only if such hazardous materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet is provided for each such hazardous material.
- b. No Person shall use, handle, treat, store, or transport hazardous materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property or the environment.
- c. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.
- d. No Entity shall discharge, dispose, or release any hazardous materials, wastes, or substances on the Airport or surrounding air, lands, or waters. In the event of a release,

the responsible party promptly shall notify the Airport Director and any federal or state agency, as applicable.

- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWMP) and any applicable National Pollutant Discharge Elimination System (NPDES) permit.
- f. The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided by the City. A fee may be assessed by the City for the use of such City provided receptacles.
- g. All outdoor trash or garbage containers shall be covered. Such containers shall be located only in those areas approved for such use by the Airport Director.
- h. No Person may burn refuse at the Airport, except as may be authorized in advance in writing by the Airport Director.
- i. All vehicles used for hauling trash, dirt, or other refuse materials at the Airport shall be constructed so as to prevent their contents from dropping, shifting, leaking, or escaping.
- j. No Entity shall dispose of any fill or building materials or any other discarded or waste materials at the Airport or in Airport provided receptacles.
- k. Lubricating oils and hazardous liquids shall be disposed of in compliance with the Airport SWMP, and federal, state, and local law.
- l. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere at the Airport.
- m. Responsible Entities shall be liable for all costs to remediate the release of any hazardous substances at the Airport. If the responsible Entity fails to promptly undertake remediation activities in response to the release of any hazardous substance, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the release plus a twenty-five percent (25%) administrative fee shall be paid upon demand by the responsible Entity.
- n. The City shall have the right at any time to access any portion of the Airport for the purpose of conducting inspections, sampling, and other testing to determine the nature and extent of contamination on or under the property.

SECTION L. -- GROUND VEHICLES, PEDESTRIANS AND PARKING

I. Pedestrian Access

- a. No Person may walk on areas of the Airport other than on roads, sidewalks, or other marked rights-of-way provided for such purpose.
- b. No Person shall prevent or restrict any other Person's passage to, from and within the Airport, except for authorized conduct of federal, state and local law enforcement officers, and City employees.
- c. No Person shall interfere with safe operation of an aircraft landing, taking off from, or operating on the Airport.
- d. No Person shall loiter in any land or buildings owned by the City for a period of time longer than reasonably necessary to transact such business as such Person may have at the Airport.

II. Ground Vehicle Operations Generally

- a. Traffic laws of the State of Texas and the City of Weslaco shall apply to the streets, roads, and vehicular parking areas at the Airport. All traffic, informational, and warning signs shall be obeyed.
- b. No person shall access, whether by vehicle, on foot or otherwise, any portion of the common area unless the person has attended and completed the Ground Vehicle Training Program provided by the airport or is being escorted by a person that has successfully completed the Ground Vehicle Training Program. A person who has successfully completed the Ground Vehicle Training Program will be issued a permit that authorizes the person to access the common area, subject to this division. All permits shall have an expiration date to signify when access privileges will be terminated.
- c. No Person shall operate any motor vehicle on the Airport in a manner that would endanger his or her person or property or the safety of another's person or property.
- d. No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or controlled substance in accordance with State laws.
- e. Abandoned Vehicles are prohibited at the Airport and must be removed immediately upon the written request of the City at the sole risk and expense of the vehicle owner.
- f. The City may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the City may deny access to any ground vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.
- g. All vehicles operated on runways, taxiways, and taxi lanes must display an approved active flashing yellow beacon on the top of the vehicle while operating in the designated areas.
- h. No person shall access the Airport through any gate by tailgating.
- i. No authorized person may give unescorted access to the airport to any unauthorized person.
- j. No person shall enter the movement area unless the person possesses an access permit, and hangtag when applicable, specifically for use in the movement area. A movement area access permit shall be valid and adequate for access to the movement and non-movement areas. A non-movement area access permit shall only be valid for use in the non-movement area.
- k. No person in possession of a valid access permit or hangtag shall loan or give it to any other person. Duplication or counterfeiting of permits or hangtags is prohibited.
- l. The permit and hangtag issued by the Airport shall be the sole property of the City and shall be returned to the City upon the expiration or termination of the permit and/or hangtag. The privilege to possess an access permit and/or hangtag can be terminated or revoked at any time by the Airport Director, including, without limitation, for any of the following reasons: Termination of lease, Permit, or other form of Agreement, and/or termination of employment from a Entity located on the airport. If an access permit or hangtag is terminated or revoked by the Airport Director, then the person who formerly possessed the access permit or hangtag has the right to appeal the Airport Director's decision by filing a written appeal as outlined in these Rules and Standards.
- m. A person operating a vehicle within or otherwise accessing (in any manner whatsoever, including on foot) the common area shall have, and no person shall access the common area unless accompanied by a person who has, attended and successfully completed a Ground Vehicle Training Program provided by the Airport and who holds a current permit,

including any special permit, such as a temporary permit or a contractor permit, reflecting such attendance and successful completion of the Ground Vehicle Training Program. While accessing the common area, a person who has attended and successfully completed a Ground Vehicle Training Program shall at all times carry the said permit and, if also operating a vehicle within the common area, display a hangtag issued by the Airport upon the person's successful completion of the Ground Vehicle Training Program. Special use vehicles, such as fuel trucks, tugs, golf carts, airport management vehicles, emergency vehicles (e.g., police, fire), and City vehicles and other vehicles authorized by the Airport Director to be on the Airport but not normally able to display the hangtag as approved by the Airport Director shall be exempt from the requirement of displaying a hangtag, but those vehicles shall always be operated by someone who has successfully completed the required Ground Vehicle Training Program and possesses a valid permit.

III. Ground Vehicle Parking

- a. No parking areas shall be designated in areas on and along drives and roadways or in such other areas on Airport property as deemed necessary by the City for the safe, efficient, and convenient operation of the Airport. All Airport Tenant employees, customers, or guests must park in their assigned areas.
- b. The City may remove or cause to be removed any vehicle that is illegally parked, disabled, or abandoned; that impedes Airport operations or the orderly flow of traffic; or that creates a potential security threat.
- c. The owner or operator of any such vehicle removed under this section shall be liable for payment of towing and storage and other applicable charges and any such vehicle shall be released to the owner or operator thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City nor any of its agents shall be liable for damage to any vehicle resulting from the act of removal.

IV. Ground Vehicles in the AOA, Movement Area, and Safety Areas

- a. Ground vehicles are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized.
- b. No vehicle shall operate in close proximity to an aircraft so as to create a hazard or interfere with the safe operation of the aircraft.
- c. Ground vehicles shall always yield the right-of-way to aircraft.
- d. When approaching taxiing aircraft, ground vehicles shall maintain a distance of at least one hundred (100) feet from the aircraft and shall stay to the rear of the aircraft.
- e. No Person may operate a vehicle while on the AOA without a valid driver's license.
- f. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- g. Ground vehicles traveling to or from aircraft storage hangars shall minimize crossing of the AOA.

SECTION M. -- SECURITY

I. General

- a. All Persons on the Airport shall follow security-related federal laws and regulations as may be applicable to their activities on, and use of, the Airport.

- b. All Persons at the Airport shall follow the direction of on-duty federal, state and local law enforcement officers servicing the Airport and must comply with the adopted Airport Security Program.
- c. The Airport Director may issue directives and orders to implement the Airport Security Program. The Airport Security Program is considered sensitive security information in accordance with federal law and regulation, and no Person is entitled to demand or obtain a copy from the City.

II. Airport Driving Badges

- a. All Persons who are authorized to operate vehicles on the airfield areas must obtain an Airport Driving Badge from the Airport Director's office prior to operating vehicles on the airfield.
- b. Applicants for a new Airport Identification Badge or the reissuance of an Airport Identification Badge shall pay the badging fee, and any reissuance fee, as may be adopted by the City.
- c. Any Person authorized to operate a vehicle on the airfield area must prominently display their Airport Identification Badge at all times while on the airfield.
- d. It shall be unlawful and grounds for immediate confiscation, suspension, and possible permanent revocation of an Airport Identification Badge for any Person to:
 - 1) Be operating a vehicle on the premises of the airfield area without an Airport Identification Badge or Escort.
 - 2) Permit any other person to use their Airport Identification Badge.
 - 3) Wear another Person's Airport Identification Badge to operate a vehicle on the airfield area.
 - 4) Alter the Airport Identification Badge.
- e. If an Airport Identification Badge is lost or misplaced, the badge holder must notify the office of the Airport Director immediately and follow all administrative procedures for reissuance of the Airport Identification Badge, including a reissuance fee.
- f. Persons who operate vehicles on the airfield area shall ensure that access doors or gates that are required to be closed have completely secured or locked behind them before leaving the immediate vicinity of the door or gate, to ensure that no Person gains unauthorized access through such door or gate.

III. Tampering

- a. No Person shall willfully tamper, alter, move, or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device or other such implement, or perimeter fence gate or gate tracking device.
- b. No Person may place any object within ten (10) feet of the Airport perimeter fence or at any location that would aid in climbing or obscuring visibility of the fence line.
- c. No Person shall willfully activate any security device or security alarm, when no threat to security or emergency condition exists.
- d. No Person shall block or damage doors, gates or card readers or leave doors or gates open that could permit access to a restricted area by unauthorized persons.

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SUBDIVISION III - MINIMUM STANDARDS
IMPACTED PARTIES: COMMERCIAL OPERATORS

GENERAL REQUIREMENTS

SECTION A

I. Introduction to Minimum Standards

- a. FBO services at the Airport shall be provided exclusively by the City owned and operated FBO and are designated as proprietary exclusive. No other operator will be allowed to perform FBO services at the Airport.

The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Commercial Aeronautical Activities at the Airport.

- b. No Entity shall be permitted to engage in Commercial Aeronautical Activities at the Airport without (i) a Lease, Permit, or other Agreement with the City setting forth the terms by which the Entity will conduct the Commercial Aeronautical Activity, and (ii) demonstration of ability to meet the Minimum Standards throughout the term of the Lease, Permit, or other Agreement.
- c. Except as prescribed herein or pursuant to a Lease, Permit, or other Agreement, the standards and requirements of the Minimum Standards are minimums that must be satisfied in order to conduct the Commercial Aeronautical Activity and may be exceeded.

II. Entities Subject to the Minimum Standards

- a. The Minimum Standards shall apply to any Entity proposing to conduct a Commercial Aeronautical Activity for which Minimum Standards are prescribed herein. Commercial Aeronautical Operators subject to the Minimum Standards include Specialized Aviation Service Operators (SASOs) and aeronautical related business selling goods and services at the Airport.
- b. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the City's prior written approval. In reviewing a request, the City will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The City further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The City may decide, in its sole discretion, to amend the Rules and Standards prior to executing a Lease, Permit, or other Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.
- c. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Texas, or the City of Weslaco.

III. Waivers and Variances

- a. The Airport Director may waive all or any portion of the Minimum Standards for the benefit of any government or government agency performing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, customs and border protection, and firefighting.
- b. The Airport Director, with endorsement of the Airport Advisory Board and City Commission, may approve a temporary waiver of the Minimum Standards upon finding that any of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or

facility desired to be offered at the Airport as of the effective date of the Agreement; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule as agreed to by the Airport Director; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to mitigate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the Airport Director finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users. Following the timeline identified in the temporary waiver, the City has the sole discretion to cancel the temporary waiver if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary waiver was granted.

- c. The Airport Director, with endorsement of the Airport Advisory Board and City Commission, may approve a temporary variance of the Minimum Standards upon finding that any of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards, as adopted, unduly burdensome; (ii) the temporary variance is narrowly tailored to address the special condition or unique circumstance; (iii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule as agreed to by the Airport Director; (iv) the schedule is enforceable by the City; (v) the temporary variance will not create an unfair competitive relationship among similarly situated Commercial Aeronautical Operators at the Airport, and (vi) the Airport Director finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users. Following the timeline identified in the temporary variance, the City has the sole discretion to cancel the temporary variance if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary variance was granted.
- d. Any temporary waiver or temporary variance approved by the Airport Director hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards. Any temporary waiver or temporary variance will not serve as a precedent for requests by others for a waiver or variance request. Each situation will be judged on its own unique circumstances and merits.

IV. Additive Standards and Conflicts

- a. The Minimum Standards are intended to be additive, except where otherwise provided herein, for all SASOs operating at the Airport. A SASO may be required to satisfy multiple requirements hereunder if the SASO desires to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting requirements in the Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more inclusive standard.
- c. The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director finds that each of the following conditions is satisfied: (a) the offset will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the intent of policies hereof; or (b) the offset will not create an unfair competitive advantage among Commercial Aeronautical Operators at the Airport. An offset granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B (III). Any offset granted shall not be considered as a precedent for

other similar requests. Each offset will be reviewed based on the unique circumstances presented.

V. Non-Tenant Operators

- a. The City intends for all Commercial Aeronautical Operators to either lease space, pay a Permit Fee, and/or pay concession fees in lieu of rent at the Airport for the minimum requirements prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators at the Airport do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Airport and in their business operation as their competitors and to provide a service level that is not within the approved standards set by the City. Nevertheless, the City recognizes that there may be limited instances in which an authorized Commercial Aeronautical Activity may be performed by an Entity that does not lease space at the Airport. Specifically, an Entity may be permitted to provide products and services at the Airport upon demonstrating, to the sole satisfaction of the Airport Director, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service. The Airport Director may approve a request and issue a Permit to an Entity meeting these conditions provided that (a) the Entity enters into an Permit or other Agreement with the City identifying the Commercial Aeronautical Activity that may be performed and the required fee to be assessed as determined by the City for the privilege of conducting the Commercial Aeronautical Activity, and (b) the Entity satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

SECTION B. COMMERCIAL AERONAUTICAL ACTIVITY REQUEST

I. Request

- a. An Entity seeking to conduct a new Commercial Aeronautical Activity at the Airport following the adoption of these Rules and Standards must submit a written request to the Airport Director. There will be an application fee as set forth in the adopted Rates, Fees, and Charges schedule required that will need to be paid prior to the processing of the application. The written application request should contain the following information and any such additional information as may be requested by the Airport Director:
 - 1) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be conducted and the proposed location at the Airport. The proposed use and location must be in compliance with the then current Airport Layout Plan. This should include days and hours of operation and off-hours access plans.
 - 2) **Proposed Facility Requirements.** Identify what office, hangar, vehicle parking, and aircraft parking ramp space is being proposed to support the intended operation and how it will be connected to the taxiway system, if applicable. The application should identify if the improvements currently exist or, if they need to be constructed, the proposed timeline for completion and occupancy. If an existing facility is being proposed, identify the tenant improvements that will be completed, if applicable, and the proposed cost. If a new facility is proposed, identify the proposed size, budget, source of funding, and schedule for development.
 - 3) **Financial Capability.** Evidence of the proposer's financial capability, in such form as determined reasonably necessary by the Airport Director to satisfy that the Entity is capable of funding investments as identified and has sufficient financial capacity to successfully operate the intended use.

- 4) **Pricing Policy.** A written proposal of the pricing policies to be enacted for the goods and services being proposed for the proposed term and a first-year projection of sales.
 - 5) **Personnel.** A listing of key management personnel to be assigned to perform the services, along with a description of their duties and responsibilities. If personnel are not yet identified, submit a job description including qualifications required of the potential candidates.
 - 6) **Insurance.** Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of the Minimum Standards.
 - 7) **Application Fee.** Applicant must submit an application fee to off-set any costs incurred by the City in the consideration of the submission. The fee will be established annually by the City Commission.
 - 8) **Petitions in Bankruptcy.** Identify any and all bankruptcies relating to the proposer and the proposer's principals within the last ten (10) years.
 - 9) **Violations of FAA Regulations.** Disclose any and all documented violations by the proposer and/or the proposer's principals of FAA regulations within the last ten (10) years.
 - 10) **Term.** A proposed lease term that the proposer is requesting with the City. The City reserves the right to limit the lease term at its sole discretion and to be consistent with the Airport's Leasing Policy. If the applicant is proposing a different lease term than what is included in this Leasing Policy, the applicant shall outline in detail the reason for such a request in the application.
- b. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, and information on violations of FAA regulations include the requirement to provide such materials and information pertaining to the Entity, its principals, and any other related Entity of whom the principals of the Entity are or were principals or managers.

II. Action on Request

- a. Upon receipt of a submission and the application fee, the City, at its sole discretion, reserves the right to issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation.
- b. The Airport Director may deny any submission upon finding any of the following:
 - 1) The Commercial Aeronautical Activity proposed by the proposer would not meet the Minimum Standards prescribed herein.
 - 2) That the timeline proposed is not accomplishable.
 - 3) The Airport Director has determined, upon examination of the proposer's business plan, financial plan, and information submitted to establish financial responsibility, that the proposer is unlikely to be able to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of rental rates, fees, and charges.
 - 4) The Proposer does not have sufficient financial backing to complete the investment and/or pay rental rates, fees, and charges required.

- 5) The proposer has supplied the City, or any other Person, with false or misleading information or has failed to make full disclosure in their submission or supporting documents.
- 6) There is no suitable space at the Airport to accommodate the proposed Commercial Aeronautical Activity without requiring a reduction in space leased to another Entity.
- 7) The proposed Commercial Aeronautical Activity is inconsistent with the Airport Layout Plan.
- 8) The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation or safety.
- 9) The proposed Commercial Aeronautical Activity would require the City to spend funds or to supply resources that the City is unwilling or unable to spend or supply. This determination shall be at the sole discretion of the City.
- 10) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, was party to an Agreement with the City that was terminated for cause and/or the proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal.
- 11) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity, of which a principal of the proposer was previously a principal has been party to litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport.
- 12) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, has been determined to be in default or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the City nevertheless may approve the submission upon examination of the facts and circumstances surrounding the default or eviction.
- 13) The City's denial of a submission hereunder may be appealed as provided in Subsection I, Section C (II) (Administrative Appeal).

III. Notification of Changes

- a. Commercial Aeronautical Operators must provide the City with any information reflecting a material change in the information submitted. This information includes, for example, and without limitation: (i) a change in ownership of the proposing Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the Airport Director new, updated, or amended FAA certificates and ratings applicable to the operator, its employees or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

SECTION C. PERFORMANCE STANDARDS

I. Performance Standards

- a. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, competitively priced, and professional service.
- b. Commercial Aeronautical Operators are to employ and/or have under contract the necessary number of trained staff and/or on-duty/on-call management and supervisors to provide for the efficient, safe, and orderly operation of its business.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, visitors, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, Tenants, employees, or other operators.
- d. All personnel employed or under contract to a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear an Airport issued airport identification Badge, as may be required. The business name shall be included in the means of identification for each person whose job responsibilities include regular interaction with Airport customers.
- e. Commercial Aeronautical Operators shall charge fair and reasonable prices for goods and services consistent with other similarly situated airports in the region in order to enhance the City's competitive position.

II. Compliance with Federal, State, and Local Requirements

- a. Commercial Aeronautical Operators are to comply with all federal, state, and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators are to conduct all activities so as to allow the City to remain compliant with all Federal and State statutes, regulations, orders, policies, and grant assurances applicable to the City in the operation, maintenance, and development of the Airport.
- c. Commercial Aeronautical Operators are to comply with the rules and Ordinances imposed by the City applicable to conduct at the Airport, including without limitation Subdivision I and Subdivision II of the Rules and Standards.
- d. Without limitation of the foregoing, Commercial Aeronautical Operators are to comply with the following requirements:
 - 1) **Security**. Commercial Aeronautical Operators are to comply with the laws, Ordinances, regulations, orders, and directives of the City, as each may be amended from time to time; instructions of law enforcement personnel; and the policies, orders and directives of the City in furtherance of the Airport Security Program.
 - 2) **Safety**. Commercial Aeronautical Operators are to comply with Federal, State, and local laws and Ordinances applicable to workplace and aviation safety; and the orders and directives of the Airport Director in furtherance of a Safety Management Program or similar or related program at the Airport designed and intended to enhance safety.

- 3) **Environmental.** Commercial Aeronautical Operators are to comply with all applicable Federal, State, and local environmental laws; orders and directives of a Federal or State agency with requisite jurisdiction over environmental conditions at the Airport; City environmental policies and procedures, including, for example, and without limitation, SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

III. Signage

- a. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned.
- b. Identification shall be legible on a contrasting background and shall be visibly displayed.
- c. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles.

IV. Vehicles and Equipment

- a. The specific equipment requirements contained in the Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has sufficient access to the equipment to provide the applicable aeronautical services promptly on demand without causing any unreasonable operational impacts on aircraft or operations at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance. Storage of inoperative equipment in publicly visible space is strictly prohibited.
- c. Equipment must include identifying information, prominently displayed, for the Commercial Aeronautical Operator.
- d. All vehicles operating at the Airport shall comply with applicable rules and regulations governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

V. Subcontracting, Subleasing, and Assignment

- a. A Lease, Permit, or other Agreement may permit a Commercial Aeronautical Operator to sublease or subcontract to another Entity to conduct a Commercial Aeronautical Activity provided there is a current executed Lease, Permit, or other Agreement in place between the Entity and the City and the Entity has submitted the sublease or subcontract to the City and received written approval. In such event, the Entity shall ensure that the sublessee or subcontractor shall be responsible for complying with all applicable Rules and Standards and must include such a representation in all executed subcontracts and/or subleases; provided, however, that the Commercial Aeronautical Operator shall ultimately remain liable to the City for compliance with the Rules and Standards and the terms of an Agreement and any subleases or subcontracts. If there is a compliance violation, the Commercial Aeronautical Operator Entity shall be solely responsible for ensuring the subcontractor or sublessee is brought into compliance as called for in the Rules and Standards.
- b. Each Lease, Sublease, Permit, or other Agreement shall require prior written City approval to any assignment which approval shall be at the sole discretion of the City.
- c. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for

example, and without limitation, a hangar leased for private, non-commercial aeronautical use.

SECTION D. FIXED BASE OPERATOR

I. General Requirements

- a. The Fixed Base Operator ("FBO") is a proprietary exclusive operation that is owned and operated by the City.
- b. Only the City owned FBO and approved SASOs with executed Permits or other Agreements shall engage in Commercial Self-Fueling at the Airport.
- c. The City may subcontract, sublease, or use third-party contractors approved in writing by the Airport Director to provide any of the desired FBO services excluding fueling. Subcontractors, sublessees, and third-party operators shall meet all Minimum Standards applicable to such services provided and must include a representation to such effect in the Agreements with the Entity and must adhere to the provisions set forth in these Minimum Standards, as may be amended from time to time.

II. FBO City Provided Services

The City FBO shall provide the following services at the Airport:

1. Fuel sales, dispensing, defueling, and line services.
2. Sale of aviation fuels, oils, and lubricants customarily sold to all classes of aviation including into-plane fuel service by uniformed employees of the FBO.
3. Marshalling aircraft on the ground to and from aircraft parking on the City's Premises.
4. A sufficient number of fuel service vehicles for AVGAS and Jet A Fuel with adequate bonding apparatus on the trucks to eliminate the hazards of static electricity and approved types of fire extinguishers or other equipment commensurate with the hazard involved in the refueling, defueling, and servicing of aircraft, including spill kits.
5. Adequate towing equipment and tow bars, aircraft parking tie-down ropes, chains, and anchors to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
6. Adequate inventory of generally accepted grades of aviation engine oil and lubricants.
7. Access to timely catering service.
8. A fuel farm that provides storage capacity for AVGAS and Jet A Fuel.
9. Customer services shall include providing transportation arrangements, hotel reservations, arranging for ground transportation for crews, and courtesy ground transportation vehicles for use by customers.
10. Flight Service Station telephone and computerized weather service.
11. Crew lounge, passenger lounge, restrooms, and vending area. An arrivals/departures building to include a lounge or waiting rooms heated and air conditioned with appropriate furnishings for passengers and airplane crews of

itinerant aircraft, sanitary restrooms for the public telephone facilities, and sufficient paved and striped vehicle parking for employees and customers.

12. Sanitary systems service to include aircraft lavatory and potable water.
13. Hangar and aircraft apron parking space to accommodate reasonable demand for based aircraft, overnight, and short-term aircraft storage.

SECTION E. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS ("SASO")

I. General Requirements

- a. Compliance. SASOs shall be required to comply with the performance standards set forth in Section C and the applicable Minimum Standards as set forth in this section.
- b. Fuel Sales Prohibited. SASOs shall not be permitted to engage in Commercial Fueling.
- c. Commercial Self-Service Fueling. SASOs shall be permitted to engage in Commercial Self-Service Fueling provided the SASO meets the requirement contained herein and the aircraft are under the care, custody, or control of the SASO.
- d. Leased Space Requirements. SASO's shall enter into a Lease, Permit, or other Agreement for adequate space for buildings and support facilities for all services provided; paved ground vehicle parking; paved aircraft apron; paved customer and employee parking; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and space associated with the authorized Commercial Aeronautical Activities. The location, size, and configuration of space and hours and days of operation to conduct Commercial Aeronautical Activities for a SASO shall be established in a Lease, Permit, or other Agreement and shall take into consideration the operations plan and other information submitted in accordance with Section B (I) of this Subdivision III and the facilities lease or subleased to similarly situated Commercial Aeronautical Operators at the Airport. The City reserves the right to accept or reject the proposed space requirements and days and hours of operation based on the intended use, at its sole discretion, and to identify the required space, hours, of operation, and days of operation that the City believes is required to provide competitive service and meet the City and customer expectations at the Airport.
- e. Responsible Personnel. Each SASO shall provide the Airport Director with a current point-of-contact including cellphone numbers for personnel empowered to make decisions in emergency situations.
- f. Hours of Operation. Each SASO shall remain open or be available upon demand to satisfy customer demands as outlined in the executed Lease, Permit, or other Agreement with the City. Any changes proposed to the hours of operation contained in the Lease, Permit, or other Agreement must be approved in advance in writing by the Airport Director and will be considered an amendment to the Lease and/or Agreement without the need for a formal amendment.
- g. Insurance Requirements. Each SASO shall maintain the types and amounts of insurance required by the City for all land and improvements under an executed Lease, Permit, or other Agreement. These requirements are listed in Appendix 1 and may be revised by the City from time to time. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within seven (7) calendar days and shall provide evidence of such insurance coverage to the Airport Director within that timeframe.

II. Flight Training

SASOs engaging in Flight Training shall:

- a. Maintain such certifications as may be required by the FAA and/or the State of Texas, including without limitation certification as may be required under 14 C.F.R. Part 141.
- b. Provide ground-based instruction on the Airport. Sufficient appropriately finished and conditioned space must be provided at the Airport for classroom training.
- c. Not operate exclusively from a t-hangar or tie-down.
- d. Employ, subcontract with, or have on duty, one individual that is an FAA-certified flight instructor who will be available at reasonable hours to meet customer demand.
- e. Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy aircraft to be made available based on customer demand. Aircraft may be fixed or rotary wing.
- f. Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered. The SASO shall be responsible for providing sufficient appropriately finished and conditioned space for storage and set up of all equipment required to operate such training aides.
- g. Have services available to meet customer demand during all days of the week.
- h. Not be a Flying Club. Flying Clubs shall not be authorized to conduct flight training as a Commercial Aeronautical Activity. A SASO authorized to conduct flight training may train a member of a Flying Club for compensation.
- i. Satisfy all safety and security requirements imposed on flight schools by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.

III. Air Charter, Air Taxi or Aircraft Management Operations

SASOs engaging in Air Charter, Air Taxi, or Aircraft Management operations shall:

- a. If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificate and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support, and provide customer service. SASO may be during the agreed to hours of operation required, in a Lease, Permit, or other Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand and to lease a minimum amount of space to satisfy user needs.
- b. Own, subcontract, lease, or manage at least one (1) certified, airworthy, and licensed aircraft that is available to meet customer demand.
- c. If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the aircraft identification page from the operating specifications manual of each aircraft listed on the certificate.

- d. If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external loading requirements.
- e. If aircraft management services are provided, conduct aircraft management activities in accordance with 14 C.F.R. Part 91.
- f. If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.

IV. Aircraft Rental

SASOs engaging in Aircraft Rental shall:

- a. Employ, subcontract with, or have on-duty or on-call and available to provide service at the Airport with reasonable notice, at least one (1) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the aircraft utilized.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Have available for rental with reasonable notice, a minimum of one (1) certified, licensed, and airworthy aircraft that is owned, subcontracted, or leased and under preferential control of the SASO.

V. Avionics Sales and Maintenance

SASOs providing Avionics Sales and Maintenance shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport at least one (1) trained and FAA certified avionics technician.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

VI. Aircraft Storage Hangars

SASOs engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- a. Require all tenants who lease space to have an executed Agreement with the SASO prior to occupancy, the form of which provides insurance and indemnification protection as called for in the Lease, Permit, or other Agreement between the City and the Entity. A copy of the standard sublease form must be approved by the Airport Director in writing prior to commencement of leasing activities. SASO must provide a listing and copies of all executed leases or subleases of all aircraft stored within the SASO or sublessee's hangar facilities to the Director upon request. A copy of the Lease between the City and the Entity must be attached in its entirety as an Exhibit to any sublease agreement.
- b. Require all subtenants to comply with the base Agreement between the City and the Entity and the Rules and Standards, as may be amended from time to time.
- c. Keep premises open and services available during reasonable hours to meet customer demand.

- d. Ensure that hangar tenants perform no fueling or maintenance within the hangar other than preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43.
- e. Refrain from and require all tenants who lease space to refrain from the piling debris and the storage of crates, boxes, barrels, containers, refuse, and surplus property in the Leased Premises.
- f. Provide a waste oil receptacle within the hangar(s). This receptacle shall be emptied at regular intervals into Airport provided containers, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended.
- g. Have sufficient trained personnel on duty at all reasonable times to meet customer needs.
- h. Hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.

VII. Aircraft Sales

SASOs engaging in Aircraft Sales shall:

- a. Employ or subcontract with and have on-duty or on-call and available upon demand to provide service at the Airport at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Maintain an adequate minimum stock of readily expendable spare parts or make adequate arrangements for securing spare parts required for the types and models of aircraft sold.
- d. Maintain current specifications, price lists, parts catalogues, and service manuals for the types and models of aircraft sold.

VIII. Aircraft Restoration and Refurbishing

SASOs engaging in Aircraft Restoration and Refurbishing shall provide the following:

- a. Facilities shall comply with at all times appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. SASO will maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ or subcontract with and have on-duty or on-call and available at least one (1) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- d. Keep premises open and services available during reasonable hours to meet customer demand.

IX. Specialized Flying Services

SASOs engaging in Specialized Flying Services shall:

- a. Employ or subcontract with and have on call sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO's aircraft.
- b. Have services available to meet customer demand.
- c. Own, sublease, or lease at least one (1) airworthy and licensed aircraft.

X. Airframe and Power Plant Mechanic (A&P Mechanics)

All A&P mechanics operating at TXW must be licensed to work on and maintain the external (airframe) and engine (power plant) parts of an aircraft. All A&P mechanics shall:

- a. All A&P Mechanics that are based at the Airport, must enter into a Lease Agreement for an adequate amount of space in which to maintain tools and parts as well as a customer waiting area.
- b. Be open and/or available upon request to meet customer demand.
- c. Maintain adequate tools and parts for the aircraft for which the A&P Mechanic is certified.
- d. Employ or have under contract at least one certified and licensed mechanic.
- e. For any authorized A&P Mechanic that does not lease space at the Airport, the Person must submit an application to become a SASO through the application process identified in this Subsection. If approved, the Person must enter into a Permit with the City that outlines the fees that will be required to be paid in order to conduct business on the Airport.

APPENDIX 1 MINIMUM INSURANCE REQUIREMENTS

I. General Requirements

General Requirements

- a. All Entities conducting Aeronautical Activities at the Airport pursuant to a Lease, Permit or Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Entities required to maintain insurance include, without limitation, Aeronautical Operators and SASOs; Flying Clubs; and Entities conducting self-fueling in accordance with a Permit or Agreement.
- b. Section II below prescribes the minimum insurance types and coverage limits for certain Entities conducting Aeronautical Activities at the Airport. The precise insurance types and limits required by the City will be prescribed in a Lease, Permit, or other Agreement and may differ from or exceed the requirements of Section II below based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In prescribing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease, Permit, or other Agreement shall in no way limit the liability of an Entity.
- d. The City reserves the right to review insurance requirements during the term of a Lease, Permit, or other Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Entity.
- e. Each Entity required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance with endorsement listing the City as additional insureds. This obligation shall not apply to any workers' compensation policy.
- f. Each Entity shall maintain the required insurance throughout the term of a Lease, Permit, or other Agreement.
- g. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.
- h. Each policy shall be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Entity under a Lease, Permit, or other Agreement.
- j. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein or as may be required in a Lease, Permit, or other Agreement.
- k. Insurance shall be secured by a company authorized to conduct business in the State of Texas.
- l. Insurance policies must include a requirement that a thirty (30) day notice of cancellation, material change or non-renewal be sent to the Airport Director.
- m. In requiring Entities to maintain insurance hereunder, the City does not in any way assume liability for injury and damage occurring on or in connection with the Airport, and the City reserves the right to claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by Texas Statutes.

II. Specific Requirements

- a. The following is a list of the minimum insurance coverage types and limits that are required for Entities conducting Aeronautical Activities at the Airport. The precise coverage types and limits shall be prescribed in a Lease, Permit, or other Agreement.
- 1) Specialized Aviation Service Operators:
 - (i) Commercial general liability - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
 - (ii) Automobile - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - (iii) Worker's compensation in accordance with the laws of the State of Texas.
 - 2) Entities conducting fueling operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, Permit, or Agreement.
 - 3) Any commercial Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, Permit, or Agreement.
 - 4) Entities operating aircraft at the Airport, whether for commercial or non-commercial use, shall maintain aircraft passenger liability insurance of no less than \$1,000,000 per occurrence and \$100,000 for each passenger seat.

APPENDIX 2 SCHEDULE OF FINES AND PENALTIES

The following represent penalties and fines for violations of Rules and Standards:

First Offense: Written notice of violation with a corrective action and timeline.

Second Offense: Five hundred dollar (\$500) fine due and payable upon demand.

Third Offense: Three thousand dollar (\$3,000) fine due and payable upon demand.

Fourth Offense: Cancellation of contract and a one (1) year restriction from entering into a Lease, Permit, or other form of Agreement at the Airport for a minimum of one (1) year or greater from the cancellation date, at the sole discretion of the Airport Director.

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING RULES AND STANDARDS FOR THE MID VALLEY AIRPORT, PROVIDING FOR AMENDMENTS TO THE RULES AND STANDARDS, PROVIDING A SEVERABILITY CLAUSE; TO PROVIDE FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Weslaco City Commission, upon recommendations of the Weslaco Airport Advisory Board, adopt “Rules and Standards” for the proper and safe operation of aeronautical and non-aeronautical activity at the Weslaco Mid Valley Airport.

WHEREAS, such Rules and Standards shall be entitled “Mid Valley Rules and Standards”.

WHEREAS, the City Commission may amend the “Mid Valley Airport Rules and Standards” upon recommendation of the Weslaco Airport Advisory Board as may deem necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, THAT:

The City of Weslaco hereby repeals Ordinance 86-11 and any amendments thereof of the Rules and Regulations for the Mid Valley Airport.

The City of Weslaco hereby adopts Rules and Standards to ensure the safe, efficient, and orderly operation of the Airport, and an adequate minimum level of quality of service to users while making economical and efficient use of airport land, ramps aprons and runways, in accordance with the Airport Master Plan and the Airport Layout Plan.

Additionally, the City of Weslaco hereby adopts the Rules and Standards as minimum standards and encourages all users of the Weslaco Mid Valley Airport to exceed the minimum.

CONFLICTS

All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

PENALTIES

The City shall enforce the Rules and Standards under authority granted to wit by the City by the Federal Aviation Administration and the Texas Transportation Code and hereby establish penalties for any violation of such Rules and Standards.

SEVERABILITY

If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts, or provisions of this Ordinance.

EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its final passage.

PASSED AND APPROVED on first reading this 19th day of March 2024.

PASSED AND APPROVED on second reading this 2nd day of April 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-349	
From:			
Subject: Approval on Resolution 2024-43 to apply for the Wal-mart Foundation Community Grant from Wal-mart 1041 in the amount of \$5,000 to support police community programs and authorize the Mayor to execute any related items. (Staffed by the Police Department.)			
Background: The funds if granted will be used to purchase items for Weslaco Police Department sponsored events (Toy Drive, National Night Out, etc) and purchase promotional items.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Wal-Mart Grant Letterhead 4076C 2024-2025, R2024-43 Walmart grant WMT1041 \$5,000			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Isreal Gonzalez Jr., Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

April 2, 2024

To Wal-Mart,

The City of Weslaco derives its powers from our Texas Constitution; it is considered a Home Rule Municipality and was incorporated on August 15th, 1921 by the Hidalgo County Commissioner's Court. The City of Weslaco is recognized by the State of Texas and the Internal Revenue Service.

Government Code, Title 5, Chapter 575, Section 5707.003, states that a state agency that has a governing board may accept a gift only if the agency has the authority to accept the gift and the majority of the board, in an open meeting, acknowledges the acceptance of the gift not later than the 90th day after the date the gift is accepted. The Weslaco City Commission is our governing board who can authorize or reject grant application proposals.

The Weslaco Police Department, an entity agency of the City of Weslaco, is reaching out to Walmart for assistance with educational material, material supporting police initiatives and education, and/or financial assistance in the form of grant money available through your organization.

I, Mayor Adrian Gonzalez authorize The Weslaco Police Department to apply for grant funding through Walmart Foundation's Community Grant Program.

Signed this 2nd of April, 2024.

Signed by:

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2024-43

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that Wal-Mart's Community Grant Program be operated for the 2024-2025; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by Wal-Mart's grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of Wal-Mart's Community Grant Program funds, The City of Weslaco assures that the funds will be returned to Wal-Mart in full.

WHEREAS, The City of Weslaco designates Mayor Adrian Gonzalez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS approves submission of the grant application for the Community Grant Program to Wal-Mart.

Grant Number: WMT1041

Passed and approved this 2nd day of April 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-350	
From:			
Subject: Approval on Resolution 2024-44 to apply for the Wal-mart Foundation Community Grant from Wal-Mart 6159 in the amount of \$2,000 to support police community programs and authorize the Mayor to execute any related items. (Staffed by the Police Department.)			
Background: The funds if granted will be used to purchase items for Weslaco PD sponsored events (Toy Drive, National Night Out, etc) and promotional items.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Wal-Mart Grant Letterhead 4076C 2024-2025, R2024-44 Walmart grant WMT6159 for \$2,000			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Isreal Gonzalez Jr., Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

April 2, 2024

To Wal-Mart,

The City of Weslaco derives its powers from our Texas Constitution; it is considered a Home Rule Municipality and was incorporated on August 15th, 1921 by the Hidalgo County Commissioner's Court. The City of Weslaco is recognized by the State of Texas and the Internal Revenue Service.

Government Code, Title 5, Chapter 575, Section 5707.003, states that a state agency that has a governing board may accept a gift only if the agency has the authority to accept the gift and the majority of the board, in an open meeting, acknowledges the acceptance of the gift not later than the 90th day after the date the gift is accepted. The Weslaco City Commission is our governing board who can authorize or reject grant application proposals.

The Weslaco Police Department, an entity agency of the City of Weslaco, is reaching out to Walmart for assistance with educational material, material supporting police initiatives and education, and/or financial assistance in the form of grant money available through your organization.

I, Mayor Adrian Gonzalez authorize The Weslaco Police Department to apply for grant funding through Walmart Foundation's Community Grant Program.

Signed this 2nd of April, 2024.

Signed by:

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2024-44

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that Wal-Mart's Community Grant Program be operated for the 2024-2025; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by Wal-Mart's grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of Wal-Mart's Community Grant Program funds, The City of Weslaco assures that the funds will be returned to Wal-Mart in full.

WHEREAS, The City of Weslaco designates Mayor Adrian Gonzalez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS approves submission of the grant application for the Community Grant Program to Wal-Mart.

Grant Number: WMT6159

Passed and approved this 2nd day of April 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-392	
From:			
Subject: Approval on Resolution 2024-45 to submit an application for funding assistance made available through FY2023 Staffing for Adequate Fire and Emergency Response (SAFER) from the Department of Homeland Security and FEMA and authorize the Mayor to execute any related documents. (Staffed by City Grant Writer and Fire Chief.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: R2024-45 SAFER GRANT Federal Fiscal Year 2024 Resolution (1)			
Responsibilities upon Approval:			

RESOLUTION NO. 2024-45

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that The Department of Homeland Security and FEMA issued a call for nominations on Monday, March 11, 2024, for entities to apply for funding assistance made available through FY2023 Staffing for Adequate Fire and Emergency Response (SAFER) Program; and

WHEREAS, The City of Weslaco agrees that the program does not require any match of funds, cash, donations, or in-kind contributions by The Department of Homeland Security and FEMA; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Department of Homeland Security and FEMA funds, City of Weslaco assures that the funds will be returned to in full; and

WHEREAS, The City of Weslaco designates Mayor Adrian Gonzalez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Department of Homeland Security and FEMA FY2023 Staffing for Adequate Fire and Emergency Response (SAFER).

Grant Number: EMW-2023-FF-00792

PASSED, APPROVED AND ADOPTED on this 2nd day of April 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-353	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and City of Mercedes for Sanitary Sewer and Water services for Camino de Verdad Phase II and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement Department.)			
Background: The proposed subdivision is located outside the city limits and ETJ of Weslaco. Portions of the property also fall outside the city's CCN's for water and sanitary sewer. The proposed development is within the City of Mercedes city limits and CCN's for utilities. However, they do not currently have any utilities in the area. The proposed agreement will allow Weslaco to provide utilities for the development until Mercedes is able to extend their services to this area. The City Attorney has already reviewed and approved the verbiage within the agreement.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Interlocal agreement			
Attachments, if any: 1.15.24.Camino De Verdad Ph 2 Subdivision Interlocal Agreement - Mercedes and Weslaco (1), Camino de Verdad Phase II			
Responsibilities upon Approval: Staff will advise the applicant			

**Interlocal Agreement for
Sanitary Sewer Utility Services
& Water Utility Services
Between the City of Mercedes and the City of Weslaco**

THIS AGREEMENT, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco.

WITNESSETH THAT:

WHEREAS, the City of Weslaco desires to temporarily serve a proposed subdivision with potable water in the City of Mercedes Water CCN. The City of Weslaco desires to engage the City of Mercedes to allow temporary potable water service to be provided to the proposed subdivision in the existing Water CCN of the City of Mercedes, until permanent potable water service from the City of Mercedes is available to provide service to the proposed subdivision.

WHEREAS, the City of Weslaco desires to temporarily serve with potable water in the Water CCN of the City of Mercedes a proposed subdivision. The City of Weslaco desires to engage the City of Mercedes to allow the temporary potable water service to the proposed subdivision, until permanent potable water service from the City of Mercedes is available to provide service to the proposed subdivision.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Period of Service

The City of Mercedes proposes to enter into agreement with the City of Weslaco for a period of **five (5)** years or until work is completed. **THIS AGREEMENT**, entered into this ____ day of _____ 2024 by and between the City of Mercedes and the City of Weslaco and shall remain in force for five **(5)** years thereafter, or until permanent potable water service is provided by the City of Mercedes.

Section 2. Scope of Service

Part II, Scope of Service, is hereby incorporated by reference into this Agreement.

Section 3. Access to information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the City of Mercedes by the City of Weslaco if required. No charge will be made to the City of Mercedes for such information, and the City of Weslaco will cooperate with the City of Mercedes in every way possible to facilitate the performance of the work described.

Section 4. Compensation and Method of Payment

The City of Weslaco, or developer, will pay the City of Mercedes all necessary fees for the installation of water service line connections. Upon connection of the service lines, the City of Weslaco will send the water bills to the homeowners hereby known as "Camino de Verdad Phase II Subdivision". Camino de Verdad Phase II Subdivision homeowners agree to pay all water services at the City of Weslaco's set rates.

Section 5. Indemnification

The City of Weslaco shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City of Mercedes and its agency member from and against them.

The City of Mercedes shall comply with all applicable laws rules and regulations and shall indemnify, and hold harmless the City of Weslaco and its officers, employees and agents from and against all claims and lawsuits.

Section 6. Termination

The City of Mercedes shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified whenever the City of Mercedes has determined that the Corporation has failed to comply with any term of this contract. The City of Mercedes shall notify the City of Weslaco in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial determination, the portion of the contract to be terminated.

Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

Section 7. Miscellaneous Provisions

1. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County Texas.
2. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this Agreement.
3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not effect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

Accepted and Agreed To This _____ Day of _____, 2023

City Mayor
City of Mercedes

City Mayor
City of Weslaco

DRAFT

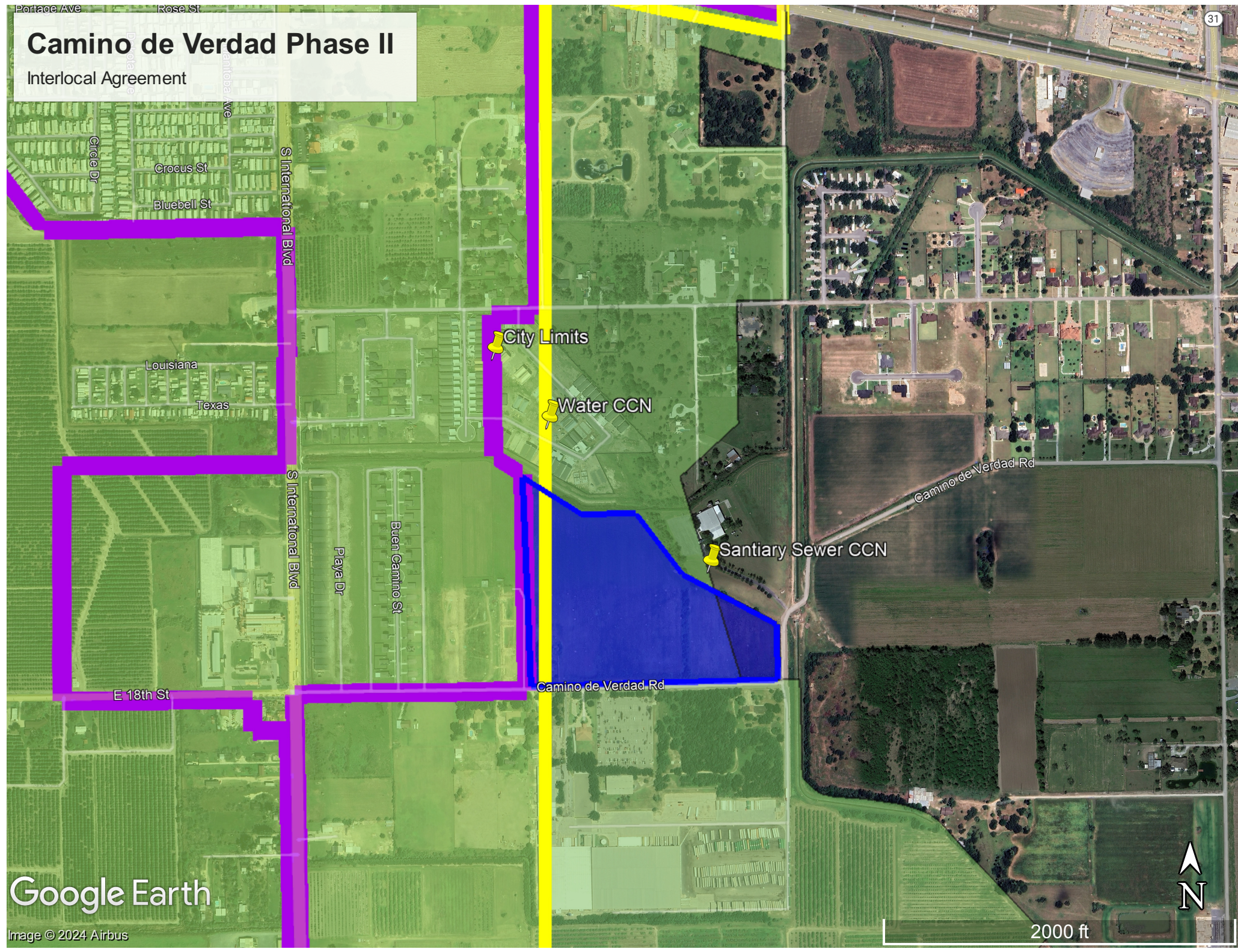
Part II
SCOPE OF SERVICES

The City of Mercedes does not currently have potable water supply line at the proposed subdivision location.

The City of Weslaco is proposing the construction and installation of a temporary main water line connection to existing infrastructure that is owned by the City of Weslaco. This will be a temporary service line connection until the City of Mercedes has water utilities to service the proposed subdivision known as Camino De Verdad Phase II Subdivision. The developer on behalf of the City of Mercedes will furnish and install all necessary material to comply with the City of Weslaco standards and will coordinate with city inspectors to ensure connection meets standards and specifications.

Camino de Verdad Phase II

Interlocal Agreement



Google Earth

Image © 2024 Airbus

2000 ft





Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-363	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on the petition from Garvic Properties, LP for the release of Milanos Estates Phase II, III and IV real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The proposed subdivisions are located outside the city limits of Weslaco but are currently located in the City's ETJ. The subdivisions have received final plat approval from the City Commission and Phase II is currently under construction. The City does provide water and sanitary sewer for all three phases of the subdivision. The owner is requesting removal of the city's ETJ at this time pursuant to Senate Bill 2038 which came into effect on September 1, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: As recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Landowners Petition re Milanos Estates Phase II, III, IV, Exhibit A field notes and map Milanos Estates Phase II (2), Exhibit A field notes and map Milanos Estates Phase 3, Exhibit A field notes and map Milanos Estates Phase IV, Senate Bill 2038			
Responsibilities upon Approval:			

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 *et seq.* of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Avenue,
Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by GarVic Properties, LP ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

27.65 ACRES OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

As set forth on the Resolution attached hereto as Exhibit B, Petitioner has authorized Ivan Garcia, P.E., R.P.L.S. from Rio Delta Engineering to file the Petition on behalf of Petitioner.

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully submitted,

GarVic Properties, LP

By: 

Victor J. Daniec,
Garvic Management, Inc
Its Sole General Partner
Authorized Representative

c/o Ivan Garcia, P.E., R.P.L.S.

921 S 10th Avenue
Edinburg, Texas 78539
(956)380-5152
(956)380-5082 (fax)

ivan@riodeltaengineering.com

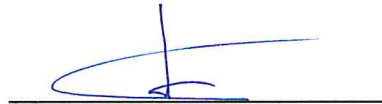
RECEIVED

FEB 29 2024

BY: _____

Certificate of Service

By my signature below, I hereby certify that the above and foregoing Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq. of Local Government Code was forwarded to Norma A. Cantu, City Secretary, via e-mail to nacantu@weslacotx.gov on February 28, 2024.



Ivan Garcia, P.E., R.P.L.S.

Resolution Authorizing Execution and Filing of Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code

Whereas, GarVic Properties, LP, is a limited liability company organized and existing under the law of the State of Texas (TXSOS Filing Number _____);

Whereas, GarVic Properties, LP, is the owner of certain real property located in the extraterritorial jurisdiction of the City of Weslaco (the "City") depicted on the field notes and map attached hereto as Exhibit A and further described as:

27.65 ACRES OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

Whereas, the 88th Texas Legislature enacted SB 2038 by Bettencourt;

Whereas, Sec. 42.101 *et seq.* of the Local Government Code took effect on September 1, 2023; and

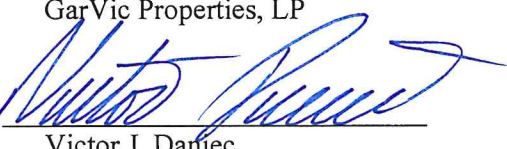
Whereas, GarVic Properties, LP, now desires to exercise its rights under Sec. 42.101 *et seq.* of the Local Government Code;

NOW, THEREFORE, the Managers, of GarVic Properties, LP, resolve as follows:

1. Victor J. Daniec be, and hereby is, authorized to execute, on behalf of GarVic Properties, LP a Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code for the above-described real property and to execute such other and further documents as may be necessary or desired to give full force and effect thereto; and
2. Ivan Garcia P.E., R.P.L.S., Project Engineer, be, and hereby is, authorized to file the Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code executed by Victor J. Daniec with the City.

RESOLVED to be effective on January __, 2024.

GarVic Properties, LP

By: 

Victor J. Daniec,
GarVic Management, Inc
Its Sole General Partner

RECEIVED

FEB 29 2024

BY: _____

Resolution/ Milanos Estates Phase II

1-__-24

Resolution to Petition
Weslaco

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 *et seq.* of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Avenue,
Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by GarVic Properties, LP ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

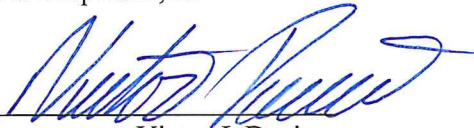
22.87 ACRES OUT OF LAND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

As set forth on the Resolution attached hereto as Exhibit B, Petitioner has authorized Ivan Garcia, P.E., R.P.L.S. from Rio Delta Engineering to file the Petition on behalf of Petitioner.

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully submitted,

GarVic Properties, LP

By: 
Victor J. Daniec,
Garvic Management, Inc
Its Sole General Partner
Authorized Representative

c/o Ivan Garcia, P.E., R.P.L.S.

921 S 10th Avenue
Edinburg, Texas 78539
(956)380-5152
(956)380-5082 (fax)
ivan@riodeltaengineering.com

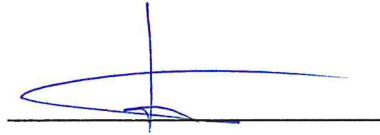
RECEIVED

FEB 29 2024

BY: _____

Certificate of Service

By my signature below, I hereby certify that the above and foregoing Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq. of Local Government Code was forwarded to Norma A. Cantu, City Secretary, via e-mail to nacantu@weslacotx.gov on February 28, 2024.



Ivan Garcia, P.E., R.P.L.S.

Resolution Authorizing Execution and Filing of Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code

Whereas, GarVic Properties, LP, is a limited liability company organized and existing under the law of the State of Texas (TXSOS Filing Number _____);

Whereas, GarVic Properties, LP is the owner of certain real property located in the extraterritorial jurisdiction of the City of Weslaco (the "City") depicted on the field notes and map attached hereto as Exhibit A and further described as:

22.87 ACRES OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

Whereas, the 88th Texas Legislature enacted SB 2038 by Bettencourt;

Whereas, Sec. 42.101 *et seq.* of the Local Government Code took effect on September 1, 2023; and

Whereas, GarVic Properties, LP, now desires to exercise its rights under Sec. 42.101 *et seq.* of the Local Government Code;

NOW, THEREFORE, the Managers, of GarVic Properties, LP resolve as follows:

1. Victor J. Daniec be, and hereby is, authorized to execute, on behalf of GarVic Properties, LP a Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code for the above-described real property and to execute such other and further documents as may be necessary or desired to give full force and effect thereto; and
2. Ivan Garcia P.E., R.P.L.S., Project Engineer, be, and hereby is, authorized to file the Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code executed by Victor J. Daniec with the City.

RESOLVED to be effective on January __, 2024.

RECEIVED

FEB 29 2024

BY: _____

GarVic Properties, LP

By: _____

Victor J. Daniec,
GarVic Management, Inc
Its Sole General Partner

1-__-24

Resolution to Petition
Weslaco

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 *et seq.* of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Avenue,
Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by GarVic Properties, LP ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

20.00 ACRES OUT OF AND FORMING A PART PORTION OF FARM TRACTS 717, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

As set forth on the Resolution attached hereto as Exhibit B, Petitioner has authorized Ivan Garcia, P.E., R.P.L.S. from Rio Delta Engineering to file the Petition on behalf of Petitioner.

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully submitted,

GarVic Properties, LP

By: 

Victor J. Daniec,
Garvic Management, Inc
Its Sole General Partner
Authorized Representative

c/o Ivan Garcia, P.E., R.P.L.S.

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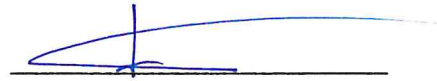
RECEIVED

FEB 29 2024

BY: _____

Certificate of Service

By my signature below, I hereby certify that the above and foregoing Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq. of Local Government Code was forwarded to Norma A. Cantu, City Secretary, via e-mail to nacantu@weslacotx.gov on February 28, 2024.



Ivan Garcia, P.E., R.P.L.S.

Resolution Authorizing Execution and Filing of Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code

Whereas, GarVic Properties, LP is a limited liability company organized and existing under the law of the State of Texas (TXSOS Filing Number _____);

Whereas, GarVic Properties, LP is the owner of certain real property located in the extraterritorial jurisdiction of the City of Weslaco (the "City") depicted on the field notes and map attached hereto as Exhibit A and further described as:

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Whereas, the 88th Texas Legislature enacted SB 2038 by Bettencourt;

Whereas, Sec. 42.101 *et seq.* of the Local Government Code took effect on September 1, 2023; and

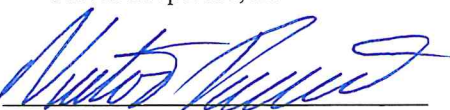
Whereas, GarVic Properties, LP now desires to exercise its rights under Sec. 42.101 *et seq.* of the Local Government Code;

NOW, THEREFORE, the Managers, of GarVic Properties, LP resolve as follows:

1. Victor J. Daniec be, and hereby is, authorized to execute, on behalf of GarVic Properties, LP a Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code for the above-described real property and to execute such other and further documents as may be necessary or desired to give full force and effect thereto; and
2. Ivan Garcia P.E., R.P.L.S., Project Engineer, be, and hereby is, authorized to file the Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code executed by Victor J. Daniec with the City.

RESOLVED to be effective on January __, 2024.

GarVic Properties, LP

By: 

Victor J. Daniec,
GarVic Management, Inc
Its Sole General Partner

RECEIVED

FEB 29 2024

BY: _____

Resolution/ Milanos Estates Phase IV

1-__-24

Resolution to Petition
Weslaco

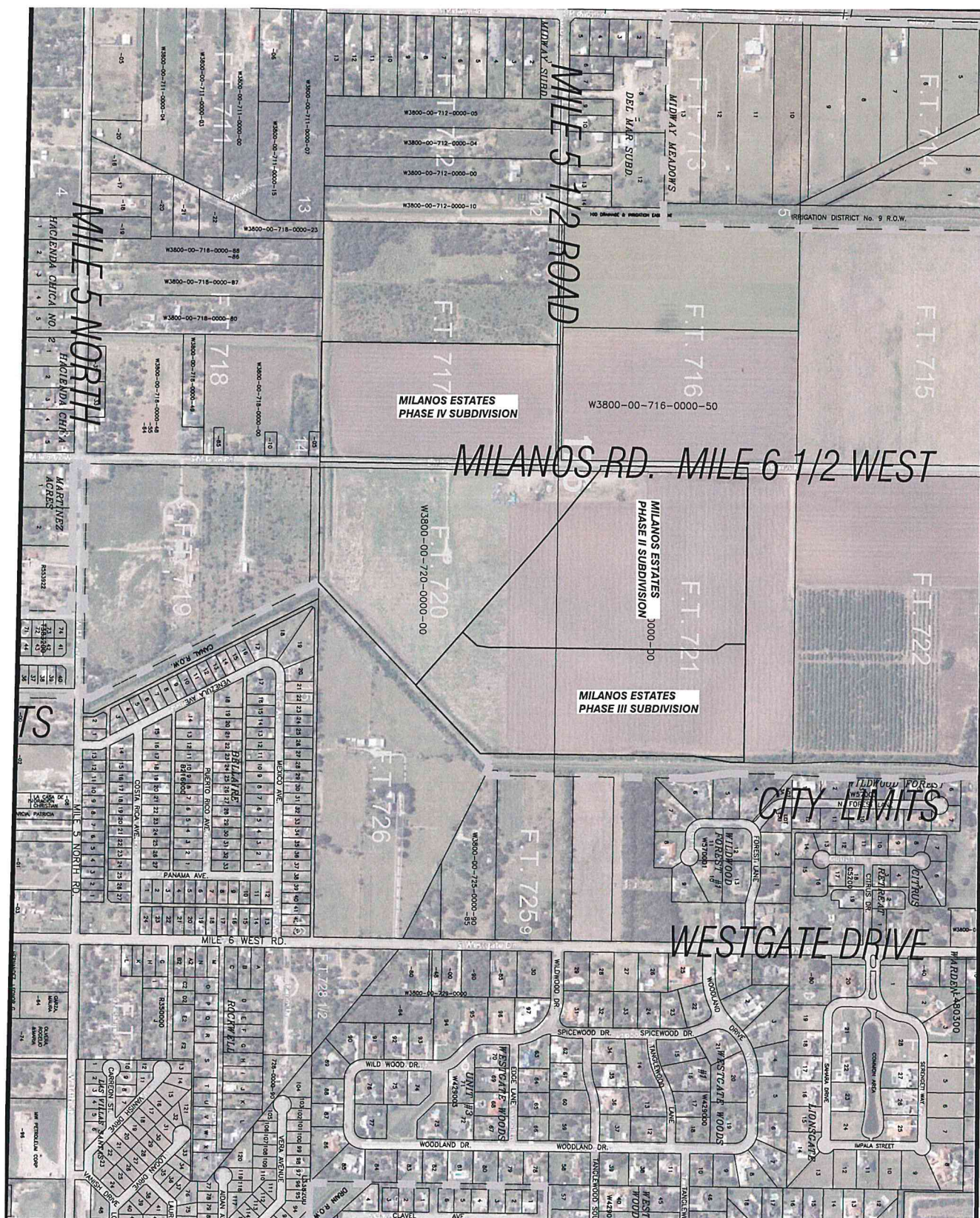


EXHIBIT A
PHASE 2 – 27.65 ACRES
OUT OF FARM TRACTS 720 AND 721
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING 27.65 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 27.65 ACRES TRACT BEING OUT OF FARM TRACT 720 AND 721, WEST TRACT SUBDIVISION, RECORDED ON VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 27.65 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING A POINT OF INTERSECTION OF MILE 6 NORTH ROAD, AND MILE 6 ½ WEST ROAD;

THENCE, S 01° 12' 22" E ALONG THE WEST LINE OF THE SAID FARM TRACT 722, AND IN PART ACROSS THE WEST LINE OF THE SAID FARM TRACT 721, SAME BEING ACROSS MILE 6 ½ WEST ROAD, TO THE SOUTHWEST CORNER OF A 10.00-ACRES TRACT RECORDED IN DOCUMENT NUMBER 326814, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO GILBERT VIRGINIA RUNYON, A DISTANCE OF 1588.89 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE, N 88° 47' 38" E ACROSS THE SAID FARM TRACT 721, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 10.00-ACRES TRACT, PASSING AT A DISTANCE OF 20.00 FEET A ½ - CAPPED IRON ROD SET AT THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD, AND CONTINUING A TOTAL DISTANCE OF 970.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 01° 12' 22" E ACROSS THE SAID FARM TRACT 721, A DISTANCE OF 110.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 36° 11' 54" E ACROSS THE SAID FARM TRACT 721, A DISTANCE OF 61.03 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 01° 12' 22" E ACROSS IN PART THE SAID FARM TRACT 721 AND IN PART THE SAID FARM TRACT 720, PASSING AT A DISTANCE OF 891.11 FEET THE COMMON LINE OF THE SAID FARM TRACT 721 AND THE SAID FARM TRACT 720, AND CONTINUING A TOTAL DISTANCE OF 1265.96 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 06° 18' 45" W ACROSS THE SAID FARM TRACT 720, A DISTANCE OF 60.35 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 40° 22' 04" W ACROSS THE SAID FARM TRACT 720, A DISTANCE OF 110.21 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 50° 20' 25" W ACROSS THE SAID FARM TRACT 720, A DISTANCE OF 681.70 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 52° 51' 19" W ACROSS IN PART THE SAID FARM TRACT 720 AND IN PART THE SAID FARM TRACT 721, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF THE SAID MILE 6 ½ WEST ROAD, PASSING AT A DISTANCE OF 113.90 FEET THE COMMON LINE OF THE SAID FARM TRACT 720 AND THE SAID FARM TRACT 721, AND CONTINUING A TOTAL DISTANCE OF 495.31 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 88° 47' 38" W ACROSS THE SAID FARM TRACT 721, SAME BEING ACROSS MILE 6 ½ WEST ROAD, TO A POINT ON THE WEST LINE OF THE SAID FARM TRACT 721, A DISTANCE OF 20.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 12' 22" W ALONG THE WEST LINE OF THE SAID FARM TRACT 721, SAME BEING ACROSS MILE 6 ½ WEST ROAD, A DISTANCE OF 814.87 FEET TO THE **POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 27.65 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



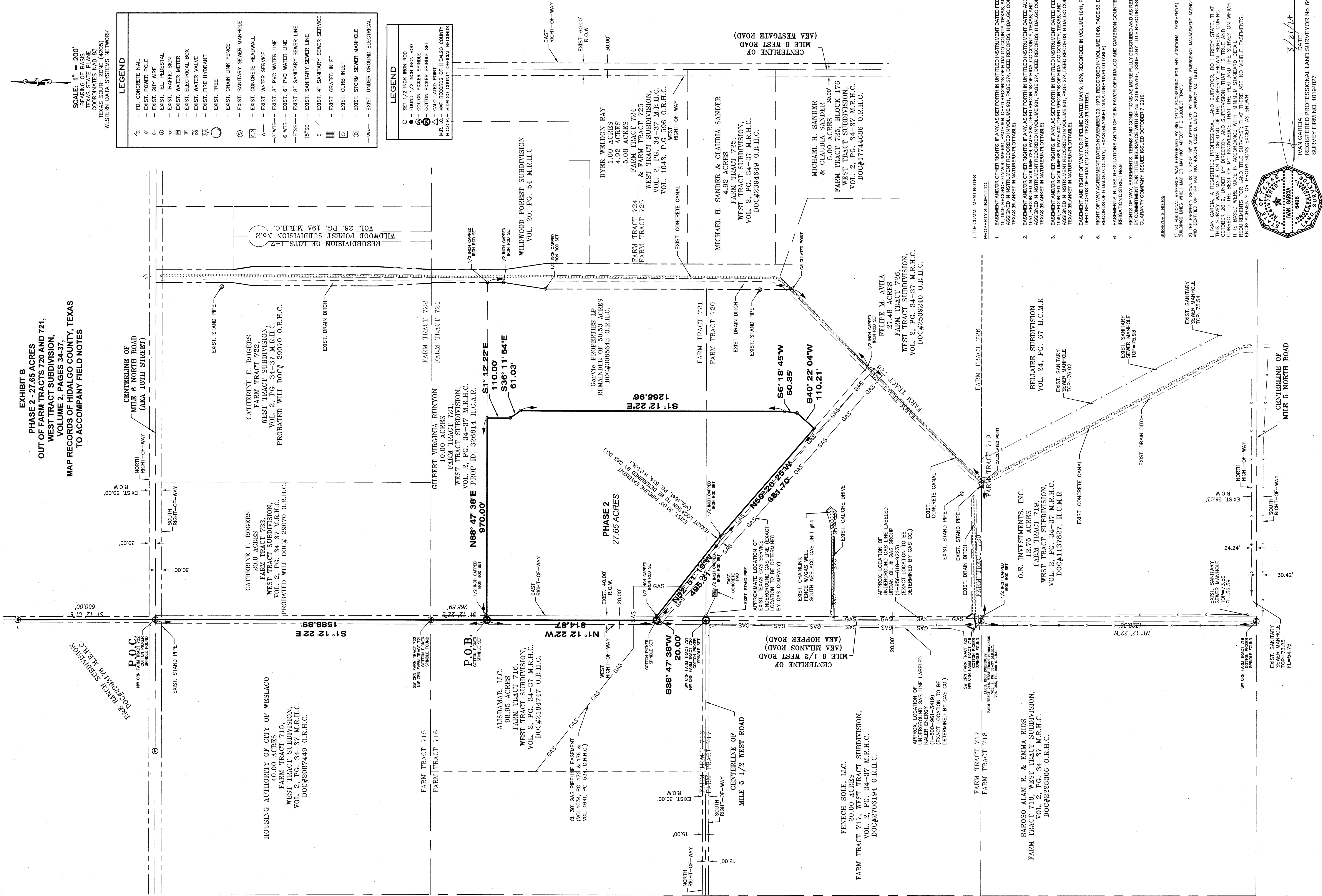
IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

DATE

3/21/2024

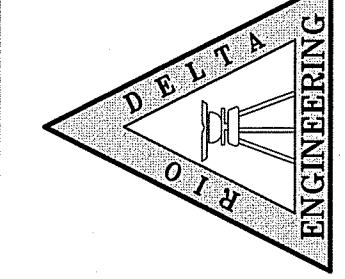


EXHIBIT B
PHASE 2 - 27.65 ACRES
OUT OF FARM TRACTS 720 AND 721,
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES



TITLE SURVEY
50.53 ACRES OUT OF FARM TRACTS 720 AND 721
WEST TRACT SUBDIVISION, VOL 2, PG 34-37, M.R.H.C.
HIDALGO COUNTY, TEXAS

TITLE SURVEY



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

ENGINEER:	IVAN GARCIA, PE, RPLS
SURVEYOR:	IVAN GARCIA, PE, RPLS
CHECKED:	IVAN GARCIA, PE, RPLS
DRAWN:	ABRAHAM JAIMES
SCALE:	AS SHOWN
DATE:	NOVEMBER, 2019
PROJECT:	SUB 19 028
REVISIONS:	
PAGE NO.	1-OF-1

EXHIBIT A
PHASE 3 – 22.88 ACRES
OUT OF FARM TRACTS 720 AND 721
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING 22.88 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 22.88 ACRES TRACT BEING OUT OF FARM TRACT 720 AND 721, WEST TRACT SUBDIVISION, RECORDED ON VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 22.88 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING A POINT OF INTERSECTION OF MILE 6 NORTH ROAD, AND MILE 6 ½ WEST ROAD;

THENCE, S 01° 12' 22" E ALONG THE WEST LINE OF THE SAID FARM TRACT 722, AND IN PART ACROSS THE WEST LINE OF THE SAID FARM TRACT 721, SAME BEING ACROSS MILE 6 ½ WEST ROAD, TO THE SOUTHWEST CORNER OF A 10.00-ACRES TRACT RECORDED IN DOCUMENT NUMBER 326814, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO GILBERT VIRGINIA RUNYON, A DISTANCE OF 1588.89 FEET TO A COTTON PICKER SPINDLE SET;

THENCE, N 88° 47' 38" E ACROSS THE SAID FARM TRACT 721, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 10.00-ACRES TRACT, A DISTANCE OF 970.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND **THE POINT OF BEGINNING**;

THENCE, N 88° 47' 38" E ACROSS THE SAID FARM TRACT 721, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 10.00-ACRES TRACT, TO A POINT ON THE EAST LINE OF THE SAID FARM TRACT 721, A DISTANCE OF 650.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 01° 12' 22" E ALONG THE EAST LINE OF THE SAID FARM TRACT 721, TO A CORNER POINT OF THE SAID FARM TRACT 721, A DISTANCE OF 77.31 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 07° 19' 25" W, ALONG THE EAST LINE OF THE SAID FARM TRACT 721, TO A CORNER POINT OF THE SAID FARM TRACT 721, A DISTANCE OF 202.20 FEET TO A ½-INCH CAPPED IRON SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 01° 12' 20" E ALONG IN PART THE EAST LINE OF THE SAID FARM TRACT 721 AND ALONG IN PART THE EAST LINE OF THE SAID FARM TRACT 720, TO THE SOUTHEAST CORNER OF THE SAID FARM TRACT 720, PASSING AT A DISTANCE OF 773.83 FEET PASS THE COMMON LINE OF THE SAID FARM TRACT 721 AND THE SAID FARM TRACT 720, AND CONTINUING A TOTAL DISTANCE OF 1183.50 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE, S 44° 24' 19" W ALONG THE SOUTH LINE OF THE SAID FARM TRACT 720, A DISTANCE OF 518.82 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 50° 20' 25" W ACROSS THE SAID FARM TRACT 720, A DISTANCE OF 390.44 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 40° 22' 04" E, ACROSS THE SAID FARM TRACT 720 A DISTANCE OF 110.21 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 06° 18' 45" E, ACROSS THE SAID FARM TRACT 720, A DISTANCE OF 60.35 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 12' 22" W ACROSS IN PART THE SAID FARM TRACT 720 AND IN PART THE SAID FARM TRACT 721, PASSING AT A DISTANCE OF 374.84 FEET THE COMMON LINE OF THE SAID FARM TRACT 720 AND THE SAID FARM TRACT 721, AND CONTINUING A TOTAL DISTANCE OF 1265.96 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 36° 11' 54" W ACROSS THE SAID FARM TRACT 721, A DISTANCE OF 61.03 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 12' 22" W ACROSS THE SAID FARM TRACT 721, A DISTANCE OF 110.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 22.88 ACRES OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

3/21/21
DATE

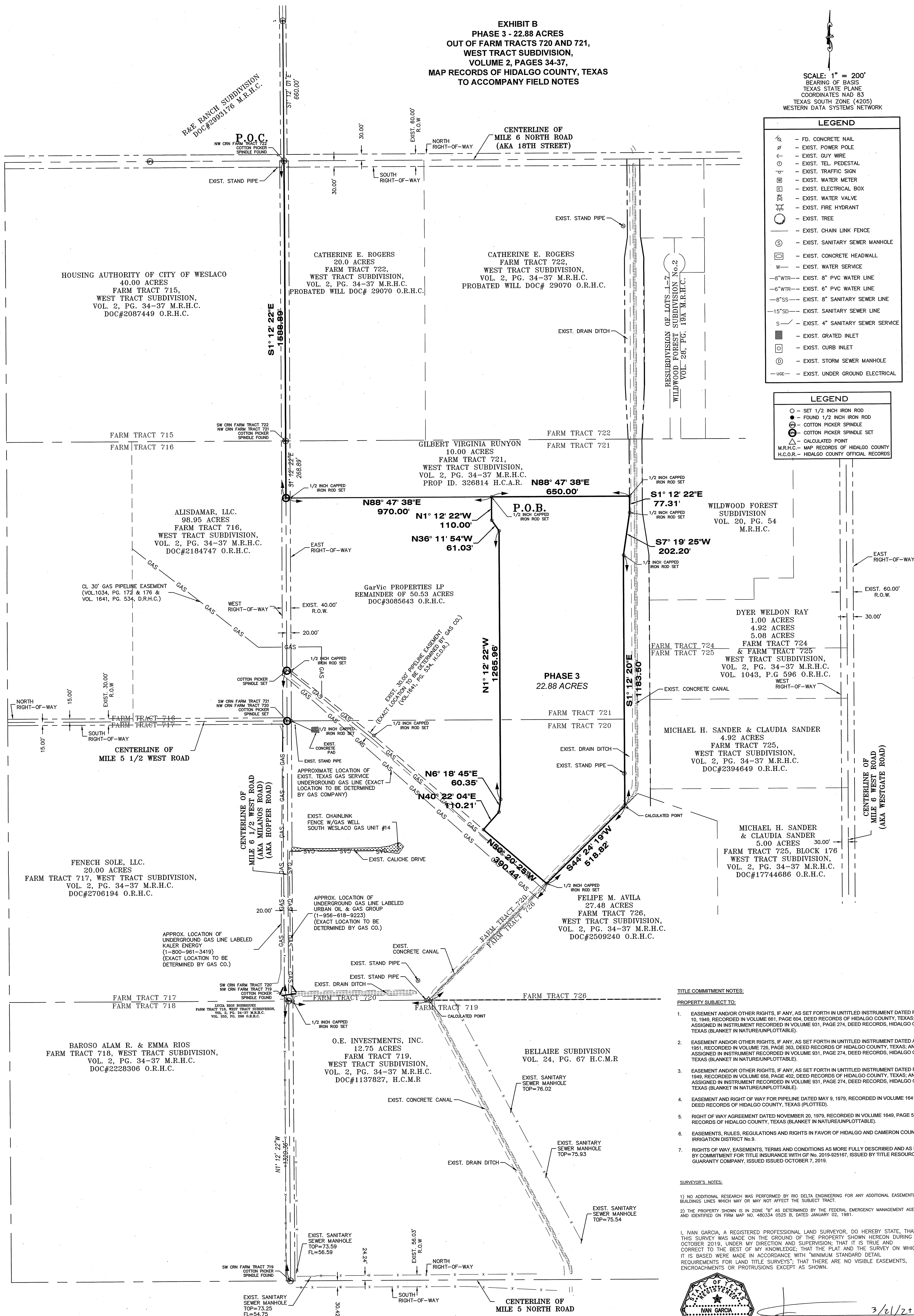


EXHIBIT B
PHASE 3 - 22.88 ACRES
OUT OF FARM TRACTS 720 AND 721,
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND	
	- FD. CONCRETE NAIL
	- EXIST. POWER POLE
	- EXIST. GUY WIRE
	- EXIST. TEL. PEDESTAL
	- EXIST. TRAFFIC SIGN
	- EXIST. WATER METER
	- EXIST. ELECTRICAL BOX
	- EXIST. WATER VALVE
	- EXIST. FIRE HYDRANT
	- EXIST. TREE
	- EXIST. CHAIN LINK FENCE
	- EXIST. SANITARY SEWER MANHOLE
	- EXIST. CONCRETE HEADWALL
	- EXIST. WATER SERVICE
	- EXIST. 8" PVC WATER LINE
	- EXIST. 6" PVC WATER LINE
	- EXIST. 8" SANITARY SEWER LINE
	- EXIST. 15" SANITARY SEWER LINE
	- EXIST. 4" SANITARY SEWER SERVICE
	- EXIST. GRATED INLET
	- EXIST. CURB INLET
	- EXIST. STORM SEWER MANHOLE
	- EXIST. UNDER GROUND ELECTRICAL

LEGEND	
	- SET 1/2 INCH IRON ROD
	- FOUND 1/2 INCH IRON ROD
	- COTTON PICKER SPINDLE
	- COTTON PICKER SPINDLE SET
	- CALCULATED POINT
	- M.R.H.C. - MAP RECORDS OF HIDALGO COUNTY
	- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS



TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

- EASEMENT AND/OR OTHER RIGHTS, IF ANY, AS SET FORTH IN UNTITLED INSTRUMENT DATED FEBRUARY 10, 1949, RECORDED IN VOLUME 661, PAGE 604, DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND ASSIGNED IN INSTRUMENT RECORDED IN VOLUME 931, PAGE 274, DEED RECORDS, HIDALGO COUNTY, TEXAS (BLANKET IN NATURE/UNPLOTTABLE).
- EASEMENT AND/OR OTHER RIGHTS, IF ANY, AS SET FORTH IN UNTITLED INSTRUMENT DATED AUGUST 7, 1951, RECORDED IN VOLUME 725, PAGE 383, DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND ASSIGNED IN INSTRUMENT RECORDED IN VOLUME 931, PAGE 274, DEED RECORDS, HIDALGO COUNTY, TEXAS (BLANKET IN NATURE/UNPLOTTABLE).
- EASEMENT AND/OR OTHER RIGHTS, IF ANY, AS SET FORTH IN UNTITLED INSTRUMENT DATED FEBRUARY 5, 1949, RECORDED IN VOLUME 658, PAGE 402, DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND ASSIGNED IN INSTRUMENT RECORDED IN VOLUME 931, PAGE 274, DEED RECORDS, HIDALGO COUNTY, TEXAS (BLANKET IN NATURE/UNPLOTTABLE).
- EASEMENT AND RIGHT OF WAY FOR PIPELINE DATED MAY 9, 1979, RECORDED IN VOLUME 1641, PAGE 534, DEED RECORDS OF HIDALGO COUNTY, TEXAS (PLOTTED).
- RIGHT OF WAY AGREEMENT DATED NOVEMBER 20, 1979, RECORDED IN VOLUME 1649, PAGE 53, DEED RECORDS OF HIDALGO COUNTY, TEXAS (BLANKET IN NATURE/UNPLOTTABLE).
- EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9.
- RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY COMMITMENT FOR TITLE INSURANCE WITH GF No. 2019-025167, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, ISSUED OCTOBER 7, 2019.

SURVEYOR'S NOTES:

- NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- THE PROPERTY SHOWN IS IN ZONE "B" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP No. 490334 0525 B, DATED JANUARY 02, 1981.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING OCTOBER 2019, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS"; THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

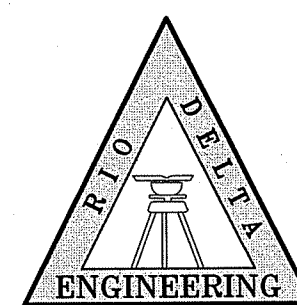


3/21/21
IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6496
SURVEY FIRM No. 10194027

TITLE SURVEY

50.53 ACRES OUT OF FARM TRACTS 720 AND 721
WEST TRACT SUBDIVISION, VOL 2, PG 34-37, M.R.H.C.
HIDALGO COUNTY, TEXAS

TITLE SURVEY



RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

REVISIONS	
DATE	NOVEMBER, 2019
SCALE	AS SHOWN
DRAWN	ABRAHAM JAMES
CHECKED	IVAN GARCIA, P.E., RPLS
DESIGNED	IVAN GARCIA, P.E., RPLS
PROJECT	SUB 19 028
PAGE NO.	1-OF-1

EXHIBIT A
PHASE 4 – 20.00 ACRES
BEING THE EAST HALF (1/2) OF FARM TRACT 717
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING 20.00 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 20.00 ACRES TRACT BEING THE EAST HALF (1/2) OF FARM TRACT 717, WEST TRACT SUBDIVISION, RECORDED ON VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 20.00 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING A POINT OF INTERSECTION OF MILE 6 NORTH ROAD, AND MILE 6 ½ WEST ROAD;

THENCE, S 01° 12' 22" E ALONG THE WEST LINES OF FARM TRACTS 722, 721 AND 720, OF THE SAID WEST TRACT SUBDIVISION, SAME BEING ACROSS MILE 6 ½ WEST ROAD, TO THE NORTHEAST CORNER OF THE SAID FARM TRACT 717, A DISTANCE OF 2640.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

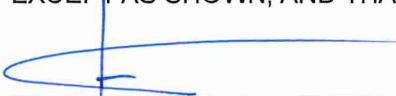
THENCE, S 01° 12' 22" E ALONG THE EAST LINE OF THE SAID FARM TRACT 717, SAME BEING ACROSS MILE 6 ½ WEST ROAD, TO THE SOUTHEAST CORNER OF THE SAID FARM TRACT 717, A DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINLE SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 88° 47' 38" W ALONG THE SOUTH LINE OF THE SAID FARM TRACT 717, PASSING AT A DISTANCE OF 20.00 FEET A ½-INCH CAPPED IRON ROD SET AT THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 6 ½ WEST ROAD, AND CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 12' 22" W ACROSS THE SAID FARM TRACT 717, TO A POINT ON THE NORTH LINE OF THE SAID FARM TRACT 717, PASSING AT A DISTANCE OF 1300.00 FEET A ½-INCH CAPPED IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 5 ½ WEST ROAD, AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 88° 47' 38" E ALONG THE NORTH LINE OF THE SAID FARM TRACT 717, SAME BEING ACROSS MILE 5 ½ WEST ROAD, A DISTANCE OF 660.00 FEET TO THE **POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 20.00 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

3/21/21
DATE

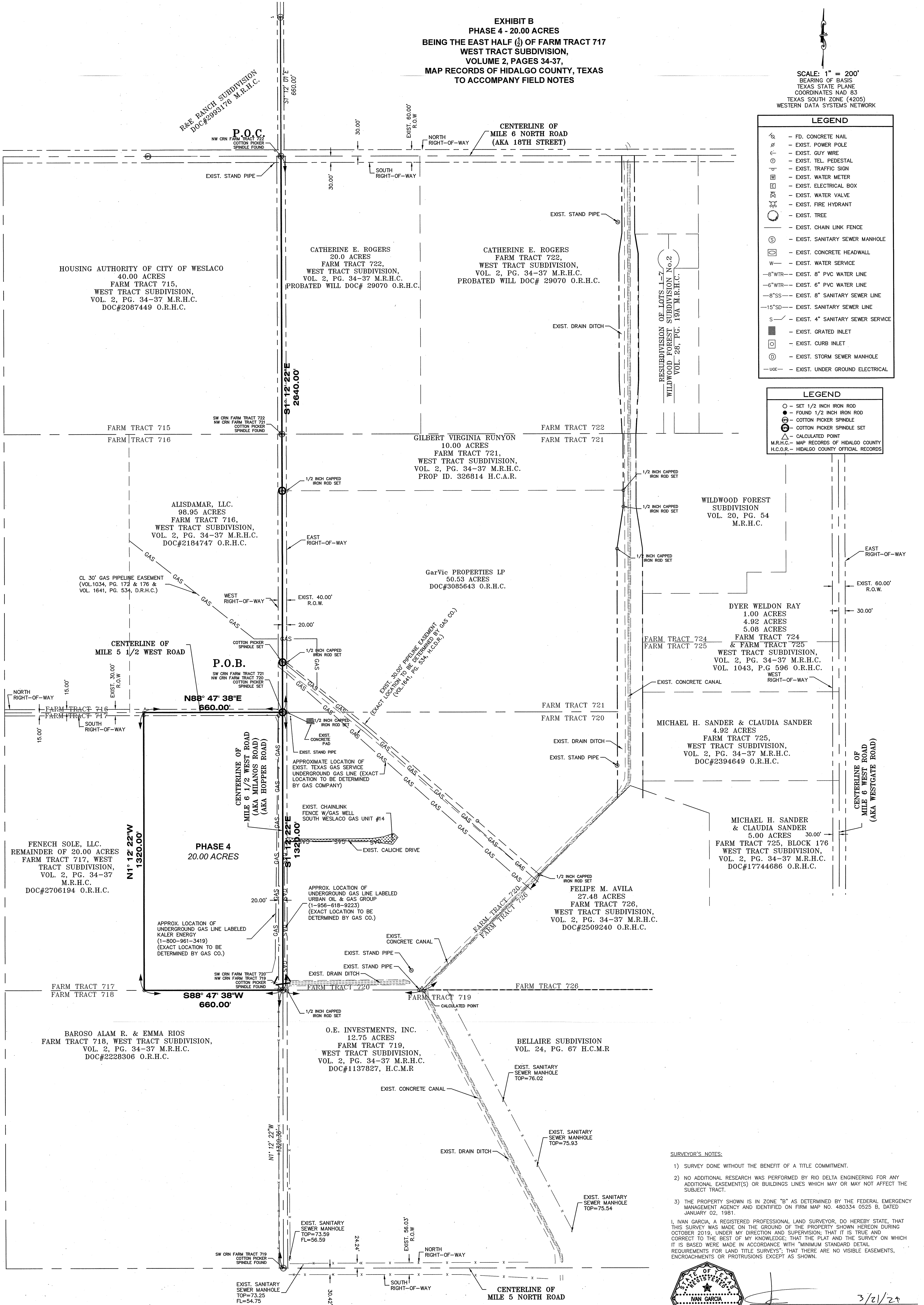


EXHIBIT B
PHASE 4 - 20.00 ACRES
BEING THE EAST HALF (1/2) OF FARM TRACT 717
WEST TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND	
	- FD. CONCRETE NAIL
	- EXIST. POWER POLE
	- EXIST. GUY WIRE
	- EXIST. TEL. PEDESTAL
	- EXIST. TRAFFIC SIGN
	- EXIST. WATER METER
	- EXIST. ELECTRICAL BOX
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	- EXIST. CURB INLET
	- EXIST. STORM SEWER MANHOLE
	- EXIST. UNDER GROUND ELECTRICAL

LEGEND	
	- SET 1/2 INCH IRON ROD
	- FOUND 1/2 INCH IRON ROD
	- COTTON PICKER SPINDLE
	- COTTON PICKER SPINDLE SET
	- CALCULATED POINT
	- MAP RECORDS OF HIDALGO COUNTY
	- HIDALGO COUNTY OFFICIAL RECORDS



SURVEYOR'S NOTES:
1) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
3) THE PROPERTY SHOWN IS IN ZONE \"B\" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0525 B, DATED JANUARY 02, 1981.
I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING OCTOBER 2019, UNDER MY DIRECTION AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH \"MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS\"; THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6496
DATE 3/21/21
SURVEY FIRM NO. 10194027

PAGE NO. 1-OF-1
REVISIONS:
PROJECT: SUB 19 026
DATE: NOVEMBER, 2019
SCALE: AS SHOWN
DRAWN: ABRAHAM JAMES

TITLE SURVEY
50.53 ACRES OUT OF FARM TRACTS 720 AND 721
WEST TRACT SUBDIVISION, VOL 2, PG 34-37, M.R.H.C.
HIDALGO COUNTY, TEXAS

TITLE SURVEY
ISSUED FOR:

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

By: Bettencourt

S.B. No. 2038

(In the Senate - Filed March 9, 2023; March 21, 2023, read first time and referred to Committee on Local Government; April 24, 2023, reported favorably by the following vote: Yeas 7, Nays 1; April 24, 2023, sent to printer.)

[Click here to see the committee vote](#)

A BILL TO BE ENTITLED
AN ACT

relating to release of an area from a municipality's extraterritorial jurisdiction by petition or election.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 42, Local Government Code, is amended by adding Subchapters D and E to read as follows:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENTS
FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area with a population of less than 200 in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Sec. 42.102. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Sec. 42.103. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or by lot and block number, if there is a recorded map or plat.

Sec. 42.104. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality must notify the residents or landowners of the area described by the petition of the results of the petition.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.103 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from its extraterritorial jurisdiction.

Sec. 42.105. AREA NEAR MILITARY BASE. This subchapter does

not apply to any area located within five miles of the boundary of a military base, as defined in Section 43.0117(a), in which an active training program is conducted.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM
EXTRATERRITORIAL JURISDICTION

Sec. 42.151. AUTHORITY TO REQUEST ELECTION FOR RELEASE.

(a) A resident of an area with a population of 200 or more and that has been in a municipality's extraterritorial jurisdiction for at least one year may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the first anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or by lot and block number, if there is a recorded map or plat.

Sec. 42.152. ELECTION. (a) A municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.151.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Sec. 42.153. RESULTS OF ELECTION. (a) Following an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results of the election.

(b) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area for which the election was held from the municipality's extraterritorial jurisdiction.

Sec. 42.154. AREA NEAR MILITARY BASE. This subchapter does not apply to any area located within five miles of the boundary of a military base, as defined in Section 43.0117(a), in which an active training program is conducted.

SECTION 2. This Act takes effect September 1, 2023.

* * * * *



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-364	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on the petition from DASC Investments LLC for the release of Highland Manor Phase III real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The proposed subdivisions are located outside the city limits of Weslaco but are currently located in the City's ETJ. The subdivisions have received final plat approval from the City Commission. The City does not provide any utilities for this area, water is currently being supplied with water by NAWSC and sanitary sewer through OSSF. The owner is requesting removal of the city's ETJ at this time pursuant to Senate Bill 2038 which came into effect on September 1, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: As recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Landowner's Petition release of land from City's ETJ re Highland Manor Phase III, Exhibit A field notes re Highland Manor Phase III, Exhibit B Boundary survey re Highland Manor Phase III, Senate Bill 2038			
Responsibilities upon Approval:			

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 *et seq.* of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave,
Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by DASC Investments, LLC ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

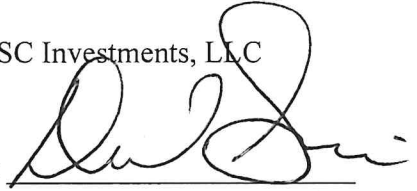
12.90 ACRES TRACT OF LAND OUT OF FARM TRACT 238, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

As set forth on the Resolution attached hereto as Exhibit B, Petitioner has authorized Ivan Garcia, P.E., R.P.L.S. from Rio Delta Engineering to file the Petition on behalf of Petitioner.

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully submitted,

DASC Investments, LLC

By: 

David Garcia, Authorized Representative

c/o Ivan Garcia, P.E., R.P.L.S.

RECEIVED

MAR 15 2024

BY: CSD

921 S 10th Avenue
Edinburg, Texas 78539

(956)380-5152

(956)380-5082 (fax)

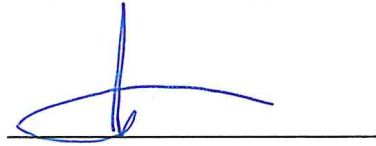
ivan@riodeltaengineering.com

Petition/ DASC Investments

Page 1 of 2

Certificate of Service

By my signature below, I hereby certify that the above and foregoing Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq. of Local Government Code was forwarded to Norma A. Cantu, City Secretary, via e-mail to nacantu@weslacotx.gov on March _____, 2024.



Ivan Garcia, P.E., R.P.L.S.

Resolution Authorizing Execution and Filing of Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code

Whereas, DASC Investments, LLC is a limited liability company organized and existing under the law of the State of Texas (TXSOS Filing Number 801494587);

Whereas, DASC Investments, LLC is the owner of certain real property located in the extraterritorial jurisdiction of the City of Weslaco (the "City") depicted on the field notes and map attached hereto as Exhibit A and further described as:

12.90 ACRES TRACT OF LAND OUT OF FARM TRACT 238, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (the "Property").

Whereas, the 88th Texas Legislature enacted SB 2038 by Bettencourt;

Whereas, Sec. 42.101 *et seq.* of the Local Government Code took effect on September 1, 2023; and

Whereas, DASC Investments, LLC now desires to exercise its rights under Sec. 42.101 *et seq.* of the Local Government Code;

NOW, THEREFORE, the Managers, of DASC Investments, LLC resolve as follows:

1. David Garcia be, and hereby is, authorized to execute, on behalf of DASC Investments, LLC, a Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code for the above-described real property and to execute such other and further documents as may be necessary or desired to give full force and effect thereto; and
2. Ivan Garcia, Project Engineer, be, and hereby is, authorized to file the Landowner's Petition for Release of Area from Extraterritorial Jurisdiction under Sec. 42.101 *et seq.* of Local Government Code executed by David Garcia with the City.

RESOLVED to be effective on March 6, 2024.

DASC Investments, LLC
By: 
David Garcia, Member of
DASC Investments, LLC, General Partner

3-__-24

Resolution to Petition
Weslaco



EXHIBIT A
TRACT I – 12.90 ACRES
OUT OF FARM TRACT 238,
THE WEST AND ADAMS TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

BEING A 12.90 ACRES TRACT OF LAND OUT OF FARM TRACT 238, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 12.90 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE SOUTHEAST CORNER OF THE SAID FARM TRACT 238, SAME BEING A POINT ON THE CENTERLINE OF MILE 11 NORTH ROAD AND THE CENTERLINE OF MILE 5 1/2 WEST ROAD;

THENCE N 1°13'37" W ALONG THE EAST LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 716.50 FEET TO A COTTON-PICKER-SPINDLE FOUND, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE NORTH BOUNDARY LINE OF HIGHLAND MANOR SUBDIVISION PHASE 2, RECORDED IN DOCUMENT # 3364528, MAP RECORDS OF HIDALGO COUNTY, PASSING AT 15.00 FEET A 1/2-INCH CAPPED IRON ROD FOUND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 5 1/2 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1302.12 FEET TO A 1/2-INCH CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 1°13'37" W WITH THE WEST LINE OF THE SAID FARM TRACT 238, A DISTANCE OF 439.46 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

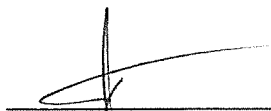
THENCE N 88°46'23" E ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, TO A POINT ON THE WEST LINE OF A CALLED 0.61 ACRE TRACT DESCRIBED IN A WARRANTY DEED CONVEYED TO PEDRO CERDA & JO ANN CERDA, DATED APRIL 15, 1999, RECORDED IN DOCUMENT #771490, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 1130.12 FEET TO A CONCRETE MONUMENT SET, FOR THE MOST WESTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 1°13'37" E ACROSS THE SAID FARM TRACT 238, TO THE SOUTHWEST CORNER OF THE SAID 0.61 ACRE CERDA TRACT, FOR A DISTANCE OF 95.96 FEET TO A CONCRETE MONUMENT SET, FOR AN INNER CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 88°46'23" E ACROSS THE SAID FARM TRACT 238, SAME BEING ALONG THE SOUTH LINE OF THE SAID 0.61 ACRE CERDA TRACT, PASSING AT 175.00 FEET A 1/2-INCH CAPPED IRON ROD FOUND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 5 1/2 WEST ROAD, AND CONTINUING A TOTAL DISTANCE OF 190.00 FEET TO A CONCRETE MONUMENT SET, FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 1°13'37" E ALONG THE EAST LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 343.50 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 12.90 ACRES OF LAND MORE OR LESS, OUT OF WHICH THE EAST 15.00 FEET (0.12 ACRE) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 5 1/2 WEST ROAD.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



3/20/24

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

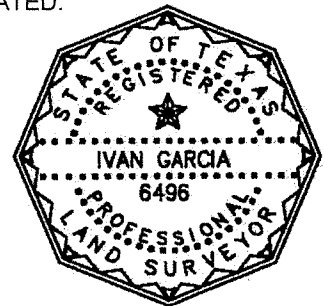


EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 12.90 ACRES
OUT OF FARM TRACT 238
WEST AND ADAMS TRACT SUBDIVISION
VOL.2, PGS. 34-37, MAP RECORDS OF
HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

LEGEND

- ▲ COTTON PICKER FOUND
- 1/2" IRON ROD FOUND
- ⊙ 2" IRON PIPE FOUND
- CAPPED 1/2" IRON ROD SET
- ⦿ 5/8" IRON ROD FOUND
- ✕ NAIL SET
- ⊗ FENCE CORNER
- △ CALCULATED POINT
- x — EXIST. CHAIN LINK FENCE
- XXXX MEASURED
- [[XXXX]] DEED CALL, (DOC.# 2258186, O.R.H.C.)
- ((XXXX)) MAP CALL, (INS.#3364528 M.R.H.C.)

SCALE: 1" = 200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

SURVEYOR'S NOTES:

- 1.) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - 2.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 3.) THE PROPERTY SHOWN IS IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS No: 480334 0450 C MAP REVISED: JUNE 6, 2000.
- I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING MARCH, 2024, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

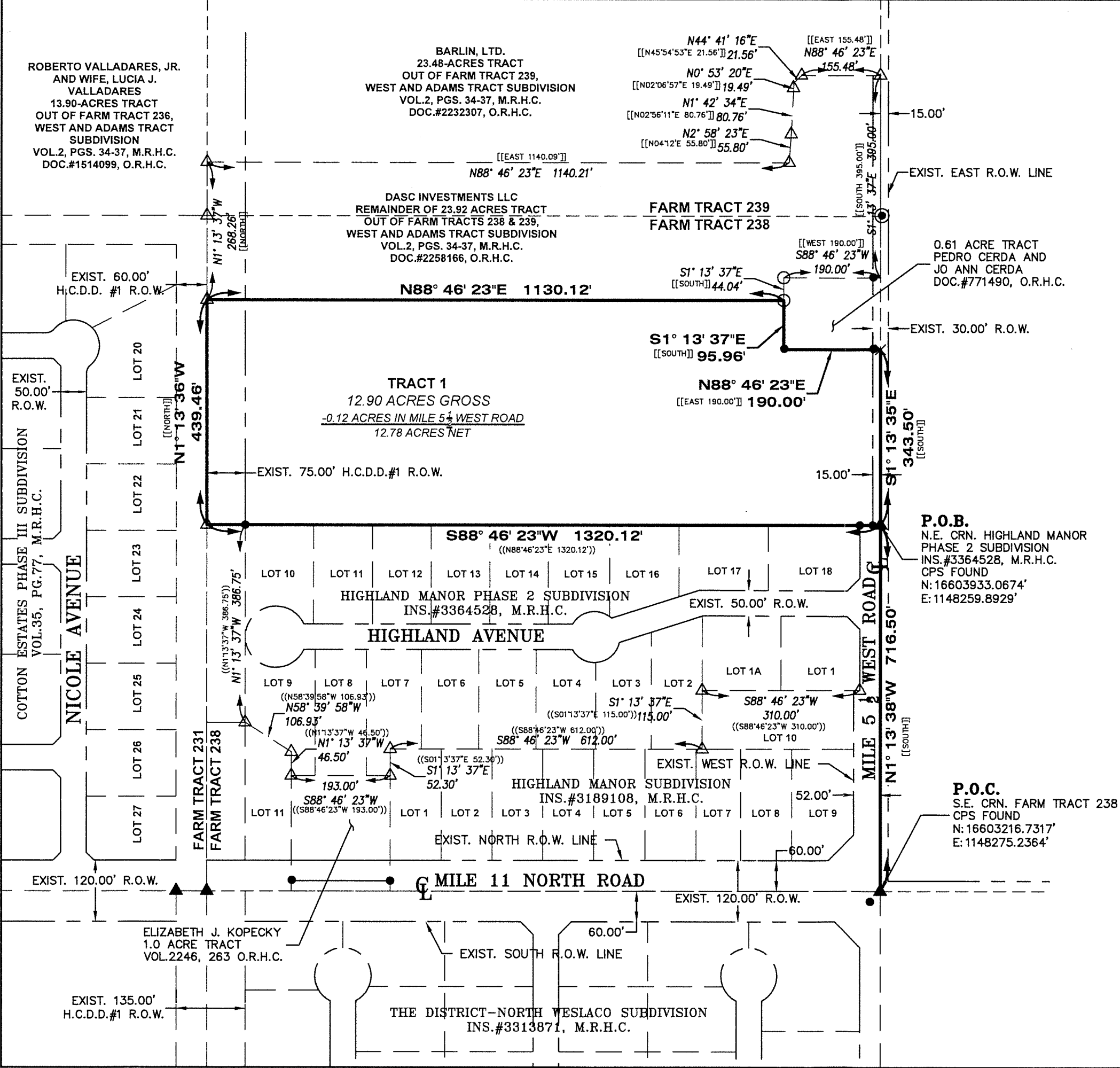


3/20/24
IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-6152 (FAX) 956-380-5083

DATE:	MARCH, 2024
PROJECT:	SUB 22 052
PAGE:	1 OF 1



By: Bettencourt

S.B. No. 2038

(In the Senate - Filed March 9, 2023; March 21, 2023, read first time and referred to Committee on Local Government; April 24, 2023, reported favorably by the following vote: Yeas 7, Nays 1; April 24, 2023, sent to printer.)

[Click here to see the committee vote](#)

A BILL TO BE ENTITLED
AN ACT

relating to release of an area from a municipality's extraterritorial jurisdiction by petition or election.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 42, Local Government Code, is amended by adding Subchapters D and E to read as follows:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENTS
FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area with a population of less than 200 in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Sec. 42.102. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Sec. 42.103. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or by lot and block number, if there is a recorded map or plat.

Sec. 42.104. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality must notify the residents or landowners of the area described by the petition of the results of the petition.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.103 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from its extraterritorial jurisdiction.

Sec. 42.105. AREA NEAR MILITARY BASE. This subchapter does

not apply to any area located within five miles of the boundary of a military base, as defined in Section 43.0117(a), in which an active training program is conducted.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM
EXTRATERRITORIAL JURISDICTION

Sec. 42.151. AUTHORITY TO REQUEST ELECTION FOR RELEASE.

(a) A resident of an area with a population of 200 or more and that has been in a municipality's extraterritorial jurisdiction for at least one year may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the first anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or by lot and block number, if there is a recorded map or plat.

Sec. 42.152. ELECTION. (a) A municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.151.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Sec. 42.153. RESULTS OF ELECTION. (a) Following an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results of the election.

(b) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area for which the election was held from the municipality's extraterritorial jurisdiction.

Sec. 42.154. AREA NEAR MILITARY BASE. This subchapter does not apply to any area located within five miles of the boundary of a military base, as defined in Section 43.0117(a), in which an active training program is conducted.

SECTION 2. This Act takes effect September 1, 2023.

* * * * *



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-393	
From:			
Subject: Discussion and consideration on Ordinance 2024-11 adopting a 50% property tax exemption for qualifying child-care facilities in accordance with Senate Bill 1145 and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-11. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: O2024-11 Child Care Exemption property taxes			
Responsibilities upon Approval:			

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING A FIFTY (50%) PROPERTY TAX EXEMPTION FOR QUALIFYING CHILDCARE FACILITIES AS AUTHORIZED UNDER TEXAS TAX CODE SECTION 11.36 AND ARTICLE VIII SECTION 1-R OF THE TEXAS CONSTITUTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS the voters of the State of Texas approved Proposition 2 on November 7, 2023, amending Article VIII of the Texas Constitution by adding Section 1-R to authorize ad valorem tax exemptions for childcare facilities; and

WHEREAS the Texas Legislature enacted Senate Bill 1145, which amended the Texas Tax Code to allow property tax exemptions for certain childcare facilities, as codified in Texas Tax Code Section 11.36; and

WHEREAS the Weslaco City Commission recognizes and understands the importance of childcare services to the citizens of Weslaco; and

WHEREAS the Weslaco City commission recognizes the economic challenges faced by childcare providers and the necessity of quality childcare services for the citizens of Weslaco; and

WHEREAS an exemption of 50% of the appraised value of all or a portion of the real property used to operate a childcare facility pursuant to Texas Tax Code is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, THAT:

SECTION 1: The findings in this ordinance are true and incorporated by reference.

SECTION 2: All terms used in this ordinance shall be defined and have the meanings ascribed to them in Texas Tax Code Section 11.36.

SECTION 3: The City of Weslaco hereby adopts a property tax exemption for qualifying childcare facilities under the authority of Texas Tax Code Section 11.36 and Article VIII, Section 1-R of the Texas Constitution and said exemption to be effective January 1, 2024.

SECTION 4: All qualifying persons, owners and childcare operators may be entitled to an exemption from ad valorem taxation of 50% of the appraised value of:

- (a) The real property the person owns and operates as a qualifying childcare facility.
- (b) The portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying childcare facility.

SECTION 5: The property tax exemption adopted by this ordinance is subject to the limitation, requirements, definitions, and terms of Texas Tax Code Section 11.36.

That this Ordinance shall take effect immediately from and after its date of final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of April 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of ____ . 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-391	
From:			
Subject: Discussion and consideration on renewal of the agreement with Armando Martinez dba M-5 Texas Enterprises LLC Consulting Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background: With the agreement set to expire in the next few months, staff recommends entering into a new agreement for EMS and Fire training sessions as described in the agreement. Staff is also recommending entering into a two-year agreement.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Signed 2024 Weslaco Advanced Education Consultant Contract 03-26-2024, Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez, M-5 Texas Enterprises LLC,			
Responsibilities upon Approval: Sign and execute agreement.			

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this “Agreement”) is made this ____ day of _____ 2024, between **M-5 Texas Enterprises, LLC (Armando A. Martinez)** (the “Consultant”) and _____ The City of Weslaco (the “City”).

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2024 and shall continue thereafter until _____, 2026 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation’s policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any if its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Continue the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel and dispatch.**
 - (c) **Coordinate EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Coordinate and assist with certification courses for personnel.**
 - (e) **Review training and protocols with fire personnel.**
 - (f) **Coordinate to assist with ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in _____ County, Texas.

EXECUTED this _____ day of _____, 2024

_____ City,

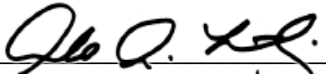
BY: _____

NAME: Adrian Gonzalez

TITLE: MAYOR

M-5 Texas Enterprises, LLC (Armando A. Martinez)

Consultant

BY: 

NAME: **M-5 Texas Enterprises, LLC (Armando A. Martinez)**

TITLE: **Consultant**

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made this 6th day of June 2023, between M-5 Texas Enterprises, LLC (Armando A. Martinez) (the "Consultant") and _____ The City of Weslaco (the "City").

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

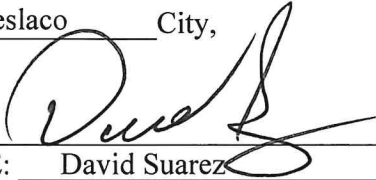
1. **Term.** The respective duties and obligations of the parties hereto shall commence on June 6, 2023 and shall continue thereafter until May 31, 2024 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any if its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Continue the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel and dispatch.**
 - (c) **Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Provide in house certification courses for personnel.**
 - (e) **Review monthly training and protocols.**
 - (f) **Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in Hidalgo County, Texas.

EXECUTED this 6th day of June, 2023

Weslaco City,

BY: 

NAME: David Suarez

TITLE: MAYOR

6/06/23
wcc

M-5 Texas Enterprises, LLC (Armando A. Martinez)
Consultant

BY: _____

NAME: **M-5 Texas Enterprises, LLC (Armando A. Martinez)**

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-369	
From:			
Subject: Discussion and consideration accepting, replacing and using the following Weslaco Mid-Valley Airport Lease Agreements: A) Third Party Development and Ground Lease B) Third Party Lease of City Owned Facilities - Non-Aeronautical; C) Third Party Lease of City Owned Facilities - Aeronautical. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: As staff makes progress on updating the Airport Master Plan, the Rules and Standards have been approved by the Advisory Board and City Commission. As part of the process, staff, along with legal, are making changes to the lease agreements. As it stands now, the city only has ground and facility use agreements. They do not address aeronautical and non-aeronautical use of the airport and/or facilities. Under the proposed new agreements as well as under the approved Rules and Standards, these issues have been addressed. It has been the tradition of the Commission to review and approve the lease templates prior to issuance. Once approved, staff will use these templates as part of the negotiating process. All agreements will be presented to the commission for final approval once terms have been agreed upon.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: March 14, 2024, before the Airport Advisory Board; Item passed unanimously			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Advosry Board passed the item.			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

TXW Third Party Development and Ground Lease 2024_post-meeting_rev, TXW Third Party Lease of City owned facilities_nonaeronautical_2024_post-meeting_rev, TXW Third Party Lease of City owned facilities_aeronautical_2024_post-meeting_rev

Responsibilities upon Approval:

Begin negotiating with tenants without an agreement.

THIRD PARTY DEVELOPMENT AND GROUND LEASE

At

WESLACO MID VALLEY AIRPORT

By and Between

THE CITY OF WESLACO, TEXAS

And

[REDACTED]

Date: [REDACTED], 2024

THIRD PARTY DEVELOPMENT AND GROUND LEASE

This Third Party Development and Ground Lease (the "Lease") is made effective on [REDACTED], 2024, by and between the City of Weslaco, Texas, a home-rule municipality, as lessor ("City") and [REDACTED], as lessee ("Lessee").

WHEREAS, the City owns the Mid Valley Airport ("Airport"), located in Hidalgo County, Texas;

WHEREAS, the Airport is governed by the City of Weslaco, Texas;

WHEREAS, Lessee is either an individual and a citizen of the State of Texas, or an entity organized, existing, and authorized to conduct business in the State of Texas;

WHEREAS, the parties hereto wish to enter into this Lease on which Lessee shall construct improvements for aeronautical purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Premises:** City hereby leases to the Lessee the land located and more particularly described in the attached and incorporated Exhibit A (the "Premises"). The Premises includes approximately [REDACTED] square feet of land, together with easements, access for ingress and egress, and parking areas. Lessee will develop capital improvements on the Premises, as depicted and described in the attached and incorporated Exhibit B (the "Development"). Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Lease, "airport facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the City and are the direct control of the City.

2. **Base Term:** This Lease shall be for a base term of twenty (20) years commencing on [REDACTED], 2024 and expiring on [REDACTED], 2044.

3. **Option Term:** Lessee may notify the City of its intent to exercise an option term for an additional twenty (20) years commencing at the expiration of the base term. Provided the Lessee is in compliance with the terms and conditions therein, Lessee may request the execution of the option term no earlier than eighteen (18) months and no later than six (6) months prior to the expiration of the base term. If the request to exercise the option term is not timely made, the option will cease and the Lease will expire at the end of the base term.

4. **Subordination to governmental agencies of the United States and State of Texas:** This Lease is subordinate to the provisions of any existing or future agreement between City and the United States and/or State of Texas relating to the development, operation, or maintenance of the Airport. If the United States, which action may be brought through the Department of Transportation or Federal Aviation Administration ("FAA") or other governmental agency, or the State of Texas, requires modifications or changes in this Lease as a condition precedent to granting funds for improvements, Lessee agrees to consent to the amendments, modifications, or changes of this Lease as may be required. Further, if a governmental authority determines that any act or omission of Lessee or Lessee's representatives has caused or will cause City to be noncompliant with any of City's governmental commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, if Lessee does not execute an amendment or preserve City's compliance, City shall have the right to terminate this Lease and reenter and repossess any portion of the Premises, subject to any review that may be afforded to Lessee by such governmental authority.

5. Rents, Fees, and Charges:

A. Land Rental. Land rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in Exhibit A. Rent shall be calculated based upon appraisal conducted by City from time to time. Rent for the period commencing [REDACTED], 2024 will be \$ [REDACTED] per square foot per year. The total annual land rental amount is due and payable in advance on the first day of each Lease term year, including option term years.

B. Facility Rental. No facility rent will be due during the base term or single option term set forth in this Lease. Upon an extension of term or new Lease, facility rent will be included at a rate set by appraisal for the square footage of the facility leased.

C. Concession Fee. If Lessee is providing commercial services at the Airport, a concession fee of [REDACTED] % of gross revenues, or as set by the Airport schedule of fees and charges which may be amended from time to time. Such amounts will be due and payable to Airport on the fifteenth (15th) day of the month following the month of activity.

D. Other Fees and Charges. All lessees, including Lessee, shall be subject to the adopted fees and charges schedule applicable to all lessees and tenants at the Airport as published by City annually or from time to time. If a lessee is delinquent in payment of fees and charges, City may require a reasonable security deposit to ensure future payments.

E. Payment. Payment of rents, fees, and charges shall be made to the City at the following address: Mid Valley Airport, 1909 Joe Stephens Avenue, Weslaco, Texas 78596.

F. Rate Increases. At City's sole expense, City will appraise the Premises approximately every five (5) years from the date of the previous appraisal. The appraisal will be conducted by a qualified and impartial professional utilizing an airport property database. The appraisal will provide for an updated property rental valuation that will be utilized to set rental rates for a subsequent five (5) year period. Following the commencement date of this Lease, any rate increases will be based upon a subsequent appraisal and those updated rates will become effective on the next anniversary of the Lease commencement date. If a subsequent appraisal is not conducted after a five (5) year period since the previous appraisal, City may, at its sole discretion, apply an increase to the rental rates equivalent to the CPI-U for the period since the last appraisal and implement those changes to the rates at the next anniversary of the Lease commencement date, and maintain those rental rates until such time that a subsequent appraisal is performed.

6. Use of Premises: Lessee shall use the Premises for aeronautical purposes and for no other purpose without the express prior written consent of the Director. The use of the Premises must, at all times, be in compliance with the City's Rules and Standards as adopted by the City and as may be amended from time to time. The City and Lessee will cooperate in good faith in modifying appropriate plans in the event a change in the Rules and Standards requires a change to the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with the Rules and Standards, applicable building and fire codes, and adopted ordinances and resolutions. Aircraft must be removed from any structure during fueling operations. The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers, and similar vehicles. Lessee may install City-ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided however, that the Lessee or its designee has obtained the City's prior written approval as to the size, type, design, and location of these signs or other corporate identification prior to installation.

7. Construction: This Lease shall be subject to cancellation if construction of the Development identified in Exhibit B is not commenced within six (6) months of the execution of this Lease and completed upon a schedule approved by the Director prior to construction commencement.

Commencement, for the purposes of this paragraph shall include the submission of complete construction drawings to the City for review and approval, submission of the plans for applicable permitting, the issuance of the appropriate building permits, and the execution of a contract with the Lessee's contractor. Lessee shall provide the City with "as built" drawings of all new construction within thirty (30) days following the issuance of a certificate of occupancy. City's representative will verify both improved area and unimproved area dimensions of the Premises within thirty (30) calendar days following notice from the Lessee of completion to calculate the exact size of the Premises for rent purposes. Lessee shall be solely responsible for all costs associated with any development completed on the Premises.

8. Improvements: All plans and specifications for Lessee's improvements and all renovations, remodeling, refurbishing and construction upon the Premises must meet all fire, building, and other applicable city, state and federal regulations and code requirements. Lessee shall be responsible for obtaining required building permits and FAA permits and for paying all permit fees associated with the development. Upon final completion and acceptance of all improvements by City, Lessee must provide one set of Mylar as-built plans and one electronic copy of the record documents to the Director, who will keep one set of plans on file at the Director's office. In addition:

- Lessee must keep said documents current, by providing one set of Mylar "as-built" plans and one electronic copy of all record documents showing any alteration in excess of twenty-five thousand dollars (\$25,000) to the Premises during the term of this Lease to Director, which plans are to be attached to this Lease in the same manner as provided for the original plans and specifications. No substantial changes or alterations shall be made to said plans or specifications after initial approval by the City without further written approval by the City.
- Lessee will be responsible for arranging and paying for, at its sole cost, all utility connections to the site. Utility usage will be billed directly to the Lessee and payment will be the sole responsibility of the Lessee.
- The Lessee and contractor will coordinate placement of the facility, design, and construction with the City.
- Lessee shall be responsible for causing the Premises and adjacent properties to be maintained in good order and condition during construction and upon completion of the improvements in accordance with commercially reasonable standards at no cost to the City.
- Lessee, at its sole expense, shall obtain all licenses and permits required prior to performing any maintenance, repairs, construction on, or use of the Premises. The costs of developing all plans and specifications as provided herein and the construction of improvements and facilities upon the Premises shall be paid solely by the Lessee, without any cost or expense to City whatsoever.
- Upon termination or expiration of this Lease, ownership of the capital improvements constructed by Lessee on the Premises shall revert to the City, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises or the improvements thereon or, at the discretion of the City, shall be removed by the Lessee at its sole expense and the ground returned to its original condition, normal wear and tear excepted. Facilities reverting to the City shall be in commercially reasonable condition, normal wear and tear excepted. All personal property of the Lessee shall be removed from the facility within seven (7) calendar days following termination as called for in this Lease.
- During the construction of the improvements, the Director or designee may enter upon the Premises during normal business hours and make inspections as may be necessary to ensure

that the construction of the improvements is performed in accordance with the requirements of this Lease and in accordance with the submitted plans and specifications.

- During this Lease, Lessee shall, subject to the terms and conditions of this Lease, have the continuing right to remodel, renovate and refurbish the Premises subject to the submission of a written request and a complete set of plans to the City and after obtaining the prior written consent of the City and the appropriate permits.
- In the event a lien is attached to the Premises or Lessee's leasehold interest, Lessee shall satisfy and remove any such lien within ten (14) calendar days of notice of such lien. Lessee shall notify the City in writing immediately upon the receipt of such notice of a lien being filed and within twenty-four (24) hours of the removal of such lien.
- In the event of any foreclosure by any lender, financing agency, or guarantor of its lien or liens on the improvements constructed by Lessee, fixtures, or trade fixtures located on the Premises, said lender, financing agency, or guarantor succeeds hereunder to all rights, privileges, and duties of Lessee, including without limitation paying rent, as if said lender was originally named Lessee herein, and said lender, financing agency, or guarantor will have a reasonable time after the date of foreclosure (not less than three hundred sixty five (365) days) to sublease any available improvements. Lessee covenants that all construction, including all workmanship and materials, will be of first-class quality. As used herein, the term "first-class quality" means of the same quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.
- After completing construction of improvements on the Premises, Lessee must certify to the City that the improvements were completed according to the approved plans and specifications and that Lessee has complied with all applicable federal, state, and local laws, and regulations.
- Lessee must include in all construction contracts entered into, a provision requiring the contractor, or in the alternative, Lessee, to indemnify, hold harmless, defend and insure City, including its officers, agents, elected officials, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the contractor's or its agents' presence on the Premises or the Airport and performance of any or all of the construction work thereon, whether the claims and demands made are just or unjust, unless same are caused by the gross negligence or willful misconduct of City, its officers, agents, or employees. Lessee must furnish, or require the contractor to furnish, insurance as required herein.

9. Repair and Maintenance: Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable first-class condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. Lessee shall provide maintenance to keep the interior and exterior of the Premises, including the land and improvements, in a clean, attractive and sanitary condition at all times. Upon written request from the City, Lessee will address any repairs and replacements in a timely manner as reasonably determined by the City. All day-to-day maintenance will be performed by Lessee without cost to City. Such maintenance includes, but is not limited to, Premises' landscaping and removal of all trash and debris. Any repair and maintenance that is structural must be approved in writing by City.

10. Hazardous Substances: Lessee shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or

regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises or adjacent premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Director as required by law or regulation.

Lessee or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation following written notice and a reasonable cure period, City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a twenty-five percent (25%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. Failure to make timely payment may result in termination of this Lease. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

11. Nondiscrimination:

A. Compliance with Nondiscrimination Requirements. During the performance of this Lease and to the extent applicable, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. Compliance with Regulations. Lessee will comply with the Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Nondiscrimination. Lessee, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the subcontractor's or supplier's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this Lease, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a) Withholding payments to Lessee under this Lease until Lessee complies; and/or b) Cancelling, terminating, or suspending this Lease, in whole or in part.
6. Incorporation of Provisions. Lessee will include the provisions of paragraphs A.1. through A.6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which an FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

C. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no

person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to collectively as “Lessee”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits Lessee from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

12. Compliance with Laws: Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future federal, state and local governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following written notice and a reasonable cure period, may be cause for City's exercising its rights of termination herein. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction shall not be deemed a breach of this Lease.

13. Termination:

A. Termination by Lessee. Without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:

1. The City's permanent abandonment of the Premises at the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days; or
4. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for ninety (90) calendar days after receipt from Lessee of written notice to remedy the same.

B. Termination by City. Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by City if Lessee:

1. Is in arrears in paying the rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;
2. Makes a general assignment for the benefit of creditors;
3. Abandons the Premises ("abandon" shall mean failing to occupy the Premises for a period in excess of one (1) year);
4. Otherwise defaults in the performance of any of other material covenant of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the City of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. City's Right to Entry Upon Termination. If City terminates this Lease or if Lessee abandons the Premises, the City may enter upon the Premises.

1. In the event of termination by the City, the Director, or its designee, may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. **All property on the Premises is hereby subjected to a**

contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given or which may be given to City but is in addition thereto.

2. In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, City may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If City terminates the Lease and re-enters the Premises, the City may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting, to pay the rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after City's written demand therefore. **Lessee further agrees to hold harmless and indemnify City including its officers, agents, elected officials, and employees against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of City or its employees.**

D. Notice of Termination. If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) calendar days after the postmarked date of the notice.

E. Partial Destruction. If the Premises or the facilities reasonably necessary to operate Sublessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or City, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises or improvements. If the Lease is terminated, as provided for herein, the rent will be abated from the date of the casualty; provided however, Lessee as the case may be, must use its insurance proceeds to either replace the improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Director is the sole judge of the extent of damage to the airport.

14. Property Rights upon Expiration or Termination:

A. Removal of Equipment. Upon the expiration or earlier termination or expiration of this Lease as called for herein, City shall, by written notice to the Lessee, permit any Lessee to remove all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event less than seven (7) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Director. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Lease, City may contract for such removal and remediation and the direct and indirect cost of such, plus a twenty-five percent (25%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its removable furniture, fixtures, and

equipment within thirty (30) days after the date determined in the notice, then the Director, may at its option, take title to the said property and sell, lease, or salvage the same, as permitted by law. Any net expense City incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The City will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

B. New Lease, Do Not Remove Equipment. If City and Lessee negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its furniture, fixtures, and equipment from the Premises.

C. Improvements Revert to City. Except for the right of any Lessee to remove personal property, at the termination of the Lease as called for herein, all permanent improvements placed or constructed on the Premises by Lessee revert to City.

D. Holdover. Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at a monthly rent determined at the sole discretion of the City, and subject to surrender upon thirty (30) calendar days prior written notice.

E. Re-delivery of Premises. Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to City peaceably, quietly, and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear excepted. In addition to a landlord's lien provided by the law of the State of Texas, the City has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of rent.

15. City Obligations:

A. To operate the Mid Valley Airport as a public airport during the Lease term(s), subject to the assurances given by City to the United States Government.

B. To make water and wastewater service available to the Premises property line on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility usage charges for water, wastewater, electricity, and other utilities supplied to the Premises during the Lease term(s) as the charges become due and payable.

16. Indemnification:

A. General. Lessee must indemnify, hold harmless, defend and insure the City, its officers, agents, elected officials, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the City, its officers, agents, or employees arising directly or indirectly from or in any way connected with (i) any property damaged or loss, personal injury, including death, or adverse effect on the environment arising out of Lessee's action or inaction with regard to the operations of Lessee hereunder, including the use or occupancy of the Premises, or in providing access to secured areas of the Airport as set out herein, excepting only that liability as may result from the gross negligence or the willful misconduct of the City, including its officers, agents, and employees; (ii) the failure of Lessee, its officers, agents or employees, to comply with the terms and conditions of this Lease, or to comply with any applicable federal, state, or local laws, rules, regulations, or orders including, but not limited to, any and all applicable federal, state, or local environmental laws, rules, regulations, or orders; or (iii) release of any hazardous or regulated substances or waste onto, into, or from the Premises or other Airport property, connected in any way with the operations or the action or inaction of the Lessee, its officers, agents or employees, regardless of whether the act, omission, event, or circumstance constituted a

violation of applicable law at the time of the occurrence. The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

B. **Special Claims** - Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, elected officials, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Lessee against the City, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the City.

C. **Notice** - Notwithstanding the above identifications, Lessee must give the Director notice of any matter covered hereby and forward to the Director copies of *every* demand, notice, summons, or other process received in any claim or legal proceeding covered hereby within ten (10) days of Lessee's receipt of said notice, demand, summons, or other process.

17. **Insurance:** During the term of this Lease, Lessee shall maintain general liability and other required insurance coverage, with limits equal to the City's current base insurance requirements as shown below, or as the same may be amended from time to time. In addition, any independent contractor that Lessee may hire shall have limits at least equal to the City's base insurance requirements as shown below, or as the same may be amended from time to time. City will provide Lessee with a six (6) month notice as well as a mutually agreed upon length of time within which to comply if the City's base insurance requirements are amended. Lessee shall provide copies of its current certificates of insurance with endorsements for the general liability and other required insurance coverage prior to execution of the Lease, and again annually as the certificates are renewed through the term(s) of the Lease.

1. Workers' Compensation:

Medical	Texas Statutory Limits
Employers' Liability	\$100,000 each accident
	\$500,000 Disease Policy Limit
	\$100,000 Disease Each Employee

2. General Liability:

Includes: Premises, Completed Operations, Product Liability, XCU coverage and Independent Contractors coverage.

Generate Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$50,000
Premises Medical Payments	\$5,000

3. Automobile Liability:

Combined Single Limit Liability	\$1,000,000
To Include Hired and Non- Owned autos	

4. <u>Aviation Liability Insurance (if applicable)</u>	\$5,000,000
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5. Excess or Umbrella Liability:

General Aggregate \$1,000,000

6. Pollution Liability (if applicable): \$1,000,000

18. Rights to Sublease and Assignment: Lessee has the right to sublease any or all of the Premises; however, Lessee must ensure that any sublessee abide by the terms and conditions of this Lease. Lessee must include relevant provisions of this Lease in the sublease agreement and must provide a copy of the executed sublease to the Director.

The Lessee shall not assign or transfer this Lease, or any right of leasehold interests granted to it by this Lease, or sublet or otherwise transfer any interest in or to the Premises without the prior written consent of the City, except the Lessee may assign and transfer this Lease without such consent in its entirety to a parent corporation, a subsidiary corporation, or a successor corporation.

19. Notice: Notices are sufficient if in writing and sent by a tracking delivery service with proof of delivery addressed below, or to any other address that may be designated by one party to the other party from time to time:

If to City:

Mid Valley Airport
Attn: Director
1909 Joe Stephens Avenue
Weslaco, Texas 78596
956.969.0291

If to Lessee:

[Redacted]

20. General Provisions:

A. **Mineral Rights.** City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. **Right to Develop Airport.** City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee or tenants and without interference or hindrance.

C. **No Waiver of Forfeiture.** Any failure or neglect of City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

D. **Force Majeure.** Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to labor strikes, declared worldwide pandemics, restriction by any governmental authority, acts of God, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of City to deliver the Premises.

E. Quiet Enjoyment. City covenants that it has the authority to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Lessee's tenancy for the term of the Lease.

F. Minimum Standards and Rules and Regulations. The City has adopted and will enforce Rules and Standards to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises and the, and the health, safety and welfare of those using the Premises and the health, safety, and welfare of those using the Premises. The Rules and Standards may be amended from time to time following notice to Lessee.

G. Governing Law and Venue. This Lease shall be construed and interpreted in accordance with the laws of the State of Texas and action brought under this Lease shall have venue in Hidalgo County, Texas.

H. No Third-Party Benefit. No provision of this Lease creates a third-party claim against the City, the Airport, or the Lessee beyond that which may legally exist in the absence of any such provision.

I. Taxes and Licenses. Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or City, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or City. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to must obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date. All real and personal property contained in the Premises shall be subject to taxation in accordance with Texas Statute, Section 272.01 as may be amended from time to time.

J. Trash and Refuse. The Airport utilizes a common collection point for trash and refuse. Lessee must collect and lawfully dispose of all trash and other refuse, resulting from uses on or at the Premises, at the Airport's designated collection point; must prohibit the collection and disposal of trash and refuse from sources not generated on or at the Premises; and must comply with all applicable laws and regulations relative to trash disposal.

K. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and City.

L. Estoppel. Both parties agree that at any time and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other party, said party will execute, acknowledge and deliver to the party designated by the other party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the following, as well as any other provision reasonably requested by the other party: (a) that Lessee has entered into occupancy of the Premises and the date of said entry if requested; (b) that this Lease is in full force and effect, and has not been assigned, transferred, modified, supplemented, or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between City and Lessee as to the subject matter hereof (or if there has been any assignment,

modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by City, if any, have been satisfied (and if not, what conditions remain unperformed); (f) that to the knowledge of the signor of said writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no then existing defense or offsets against the enforcement of this Lease by City, or instead specifying each default, defense or offset of which the signor may have knowledge; and (g) the amount of rent or other charges, if any, that has been paid in advance and the amount of security, if any, that has been deposited with City.

M. Leasehold Mortgage. As used herein, "Leasehold Mortgage" means the mortgage or deed of trust covering Lessee's leasehold interest in this Lease given by Lessee to Leasehold Mortgagee to secure repayment of funds advanced or to be advanced by a Leasehold Mortgagee to Lessee to construct the Development. As used herein, "Leasehold Mortgagee" means the mortgagee or beneficiary under the Leasehold Mortgage. As used herein, "mortgage" means any mortgage, deed of trust or other indenture consisting of a lien on Lessee's leasehold interest created hereunder, together with a promissory note or obligation or bond which it secures. Subject to the conditions set forth herein, Lessee may mortgage its leasehold interest created hereunder, solely for the purpose of (1) obtaining financing to construct the Development, including any additional construction or alteration thereof, made subsequent to the initial construction, (2) refinancing said construction mortgage, and (3) providing financing in connection with the assignment or transfer by Lessee of its interest in this Lease and its leasehold interest created hereunder; provided however, that with respect to the financing described in clauses (2) and (3) above, the principal amount of any mortgage must not be greater than the original principal amount of the mortgage obtained to construct the Development, including any additional construction or alteration thereof, made subsequent to the initial construction as provided:

1. Said mortgage in no way affects or diminishes City's interest in the Premises, or its rights under this Lease, nor relieves Lessee of any of its obligations hereunder;

2. Under no circumstances is City's fee interest in the Premises or rights under this Lease subordinate to said mortgage;

3. Said mortgage covers no interests in any real property other than Lessee's leasehold interest in the Premises hereunder; and

4. The making of said mortgage by Lessee will not be deemed to constitute an assignment or transfer of this Lease, nor will any mortgagee be deemed an assignee or transferee of this Lease.

N. Radio Antenna. Subject to the City's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the improvements or on the roof of the improvements on the Premises subject to (a) any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto; (b) Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto; (c) the antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; (d) any and all costs of maintaining and operating the same must be paid entirely by the Lessee; and (e) interference with any current or future antenna or frequency utilized by Airport. Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of the installation of the antenna.

O. Severability. Each provision, paragraph, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word

hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

P. Voluntary, Knowing Action. The parties, by executing this lease, state that they have carefully reviewed this lease and understand fully the contents hereof; that in executing this lease they voluntarily accept all terms described in this lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

Q. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

R. Government Data Practices. Pursuant to Texas Statutes Chapter 13, et seq., the Lessee and the City must comply with the Texas Government Data Practices Act as it applies to all data provided by the City under this Lease, and it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Lessee under this Lease. The civil remedies of Texas Statute Section 13.08 apply to release of the data referred to in this clause by either the Lessee or the City. If Lessee receives a request to release any data referred to in this clause, the Lessee must immediately notify the City. The City must give the Lessee instructions concerning the release of the data before the data is released. The Lessee's response to the request must comply with the applicable law.

S. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or fiduciary relationship of principal and agent between the City and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

T. Records: Availability and Retention. To the extent applicable, the Lessee agrees that the City, the State of Texas, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six years from the date of termination of this Lease.

U. Waiver and Assumption of the Risk. Lessee knows, understands, and acknowledges the risks and hazards associated with using the facilities, building, improvements, and Premises and hereby assumes any and all risks and hazards associated therewith. Lessee hereby irrevocably waives any and all claims against City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the facilities, building, improvements, or Premises and hereby irrevocably releases and discharges City and any of its officials, employees or agents from any and all claims of liability.

V. Attorney Fees. Lessee shall pay all costs, attorney fees, and expenses incurred by City to enforce this agreement.

W. Agent. The City appoints the Director, or designee, as agent to receive all rent, fees, notices and reports under this Lease.

X. Time of Essence. Time is of the essence in the payment and performance of the duties and obligations imposed upon Lessee by the terms and conditions of this Lease.

Y. Entire Agreement. This Lease, along with its attached Exhibit A and Exhibit B, shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. Any modification of this agreement must be in writing and signed by authorized

representatives of the parties.

EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES.

CITY OF WESLACO, TEXAS

LESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

DRAFT

**THIRD PARTY LEASE OF CITY-OWNED FACILITIES
(Non-Aeronautical)**

At

WESLACO MID VALLEY AIRPORT

By and Between

THE CITY OF WESLACO, TEXAS

And

[REDACTED]

Date: [REDACTED], 2024

THIRD PARTY LEASE OF CITY-OWNED FACILITIES

(Non-Aeronautical)

This Third Party Lease of City-Owned Facilities (Non-Aeronautical) (the "Lease") is made effective on [REDACTED], 2024, by and between the City of Weslaco, Texas, a home-rule municipality, as lessor ("City") and [REDACTED], as lessee ("Lessee").

WHEREAS, the City owns the Mid Valley Airport ("Airport"), located in Hidalgo County, Texas;

WHEREAS, the Airport is governed by the City of Weslaco, Texas;

WHEREAS, Lessee is either an individual and a citizen of the State of Texas, or an entity organized, existing, and authorized to conduct business in the State of Texas;

WHEREAS, the parties hereto wish to enter into this Lease on which Lessee shall rent city-owned facilities for nonaeronautical purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Premises: City hereby leases to the Lessee the land and facility(ies) located and more particularly described in the attached and incorporated Exhibit A (the "Premises"). The Premises includes approximately [REDACTED] square feet of land, together with easements, access for ingress and egress, [REDACTED] square feet of improvements/facility(ies), and parking areas. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all non-aeronautical airport facilities made available for use to the general public.

2. Base Term: This Lease shall be for a base term of one (1) year commencing on [REDACTED], 2024 and expiring on [REDACTED], 2025. Either party may terminate this Lease upon thirty (30) days' written notice to the other party at any time and without cause.

3. Subordination to governmental agencies of the United States and State of Texas: This Lease is subordinate to the provisions of any existing or future agreement between City and the United States and/or State of Texas relating to the development, operation, or maintenance of the Airport. If the United States, which action may be brought through the Department of Transportation or Federal Aviation Administration ("FAA") or other governmental agency, or the State of Texas, requires modifications or changes in this Lease as a condition precedent to granting funds for improvements, Lessee agrees to consent to the amendments, modifications, or changes of this Lease as may be required. Further, if a governmental authority determines that any act or omission of Lessee or Lessee's representatives has caused or will cause City to be noncompliant with any of City's governmental commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, if Lessee does not execute an amendment or preserve City's compliance, City shall have the right to terminate this Lease and reenter and repossess any portion of the Premises, subject to any review that may be afforded to Lessee by such governmental authority.

4. Rents, Fees, and Charges:

A. Land Rental. Land rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in Exhibit A. Rental rates shall be established annually based upon adopted City's fees and charges schedule, as may be amended by City from time to time. Land rental rates for the period commencing [REDACTED], 2024 will be \$[REDACTED] per square foot per year. The land rental will be

calculated on an annual basis with one-twelfth (1/12) due and payable on or before the first day of each month beginning on the Lease commencement date.

B. Facility Rental. Facility rental will be assessed for the square footage of each facility identified in Exhibit A. Rental rates shall be established annually based upon adopted City's fees and charges schedule, as may be amended by City from time to time. Facility rental rates for the period commencing [REDACTED], 2024 will be \$ [REDACTED] per square foot per year for facilities rented. The facility rental will be calculated on an annual basis with one-twelfth (1/12) due and payable on or before the first day of each month beginning on the Lease commencement date.

C. Other Fees and Charges. All lessees, including Lessee, shall be subject to the adopted fees and charges schedule applicable to all lessees and tenants at the Airport as published by City annually or from time to time. If a lessee is delinquent in payment of fees and charges, City may require a reasonable security deposit to ensure future payments.

D. Payment. Payment of rents, fees, and charges shall be made to the City at the following address: Mid Valley Airport, 1909 Joe Stephens Avenue, Weslaco, Texas 78596.

5. Use of Premises: Lessee shall use the Premises for non-aeronautical purposes and for no other purpose without the express prior written consent of the Director. The use of the Premises must, at all times, be in compliance with the City's Rules and Standards as adopted by the City and as may be amended from time to time. The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers, and similar vehicles. Lessee may install City-ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided however, that the Lessee or its designee has obtained the City's prior written approval as to the size, type, design, and location of these signs or other corporate identification prior to installation.

6. Repair and Maintenance: Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable first-class condition and in safe repair. Lessee shall provide maintenance to keep the interior and exterior of the Premises, including the land and improvements, in a clean, attractive and sanitary condition at all times. Upon written request from the City, Lessee will address any repairs and replacements in a timely manner as reasonably determined by the City. Any structural repairs, maintenance, replacements, or improvements must be approved in writing by City or performed by the City. All day-to-day maintenance will be performed by Lessee without cost to City. Such maintenance includes, but is not limited to, Premises' landscaping and removal of all trash and debris.

7. Hazardous Substances: Lessee shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises or adjacent premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Director as required by law or regulation.

Lessee or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation following written notice and a reasonable cure period, City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a twenty-five percent (25%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. Failure to make timely payment may result in termination of this Lease. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

8. Nondiscrimination:

A. Compliance with Nondiscrimination Requirements. During the performance of this Lease and to the extent applicable, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. Compliance with Regulations. Lessee will comply with the Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Nondiscrimination. Lessee, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the subcontractor's or supplier's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this Lease, City will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a) Withholding payments to Lessee under this Lease until Lessee complies; and/or b) Cancelling, terminating, or suspending this Lease, in whole or in part.

6. Incorporation of Provisions. Lessee will include the provisions of paragraphs A.1. through A.6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which an FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

C. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to collectively as

“Lessee”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits Lessee from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

9. Compliance with Laws: Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future federal, state and local governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following written notice and a reasonable cure period, may be cause for City’s exercising its rights of termination herein. During any period of Lessee’s or any sublessee’s good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction shall not be deemed a breach of this Lease.

10. Termination:

A. Termination by Lessee. Without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:

1. The City's permanent abandonment of the Premises at the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days; or
4. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for ninety (90) calendar days after receipt from Lessee of written notice to remedy the same.

B. Termination by City. Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by City if Lessee:

1. Is in arrears in paying the rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;
2. Makes a general assignment for the benefit of creditors;
3. Abandons the Premises ("abandon" shall mean failing to occupy the Premises for a period in excess of one (1) year);
4. Otherwise defaults in the performance of any of other material covenant of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the City of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. City's Right to Entry Upon Termination. If City terminates this Lease or if Lessee abandons the Premises, the City may enter upon the Premises.

1. In the event of termination by the City, the Director, or its designee, may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. **All property on the Premises is hereby subjected to a contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given or which may be given to City but is in addition thereto.**

2. In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, City may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If City terminates the Lease and re-enters the Premises, the City may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting,

to pay the rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after City's written demand therefore. **Lessee further agrees to hold harmless and indemnify City including its officers, agents, elected officials, and employees against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of City or its employees.**

D. Notice of Termination. If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) calendar days after the postmarked date of the notice.

E. Partial Destruction. If the Premises or the facilities reasonably necessary to operate Sublessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or City, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises or improvements. If the Lease is terminated, as provided for herein, the rent will be abated from the date of the casualty; provided however, Lessee as the case may be, must use its insurance proceeds to either replace the improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Director is the sole judge of the extent of damage to the airport.

11. Property Rights upon Expiration or Termination:

A. Removal of Equipment. Upon the expiration or earlier termination or expiration of this Lease as called for herein, City shall, by written notice to the Lessee, permit any Lessee to remove all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event less than seven (7) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Director. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Lease, City may contract for such removal and remediation and the direct and indirect cost of such, plus a twenty-five percent (25%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its removable furniture, fixtures, and equipment within thirty (30) days after the date determined in the notice, then the Director, may at its option, take title to the said property and sell, lease, or salvage the same, as permitted by law. Any net expense City incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The City will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

B. New Lease, Do Not Remove Equipment. If City and Lessee negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its furniture, fixtures, and equipment from the Premises.

C. Improvements Revert to City. Except for the right of any Lessee to remove personal property, at the termination of the Lease as called for herein, all permanent improvements placed or constructed on the Premises by Lessee revert to City.

D. Holdover. Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at a monthly rent determined at the sole discretion of the City, and subject to surrender upon thirty (30) calendar days prior written notice.

E. Re-delivery of Premises. Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to City peaceably, quietly, and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear excepted. In addition to a landlord's lien provided by the law of the State of Texas, the City has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of rent.

12. City Obligations:

A. To operate the Mid Valley Airport as a public airport during the Lease term(s), subject to the assurances given by City to the United States Government.

B. To make water, wastewater, and/or electricity service available to the Premises property line on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility usage charges for water, wastewater, electricity, and/or other utilities supplied to the Premises during the Lease term(s) as the charges become due and payable.

13. Indemnification:

A. **General.** Lessee must indemnify, hold harmless, defend and insure the City, its officers, agents, elected officials, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the City, its officers, agents, or employees arising directly or indirectly from or in any way connected with (i) any property damaged or loss, personal injury, including death, or adverse effect on the environment arising out of Lessee's action or inaction with regard to the operations of Lessee hereunder, including the use or occupancy of the Premises, or in providing access to secured areas of the Airport as set out herein, excepting only that liability as may result from the gross negligence or the willful misconduct of the City, including its officers, agents, and employees; (ii) the failure of Lessee, its officers, agents or employees, to comply with the terms and conditions of this Lease, or to comply with any applicable federal, state, or local laws, rules, regulations, or orders including, but not limited to, any and all applicable federal, state, or local environmental laws, rules, regulations, or orders; or (iii) release of any hazardous or regulated substances or waste onto, into, or from the Premises or other Airport property, connected in any way with the operations or the action or inaction of the Lessee, its officers, agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

B. **Special Claims -** Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, elected officials, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Lessee against the City, including its officers, agents, and employees or the

Premises or improvements thereon or part thereof, or monies owing to the City.

C. Notice - Notwithstanding the above identifications, Lessee must give the Director notice of any matter covered hereby and forward to the Director copies of *every* demand, notice, summons, or other process received in any claim or legal proceeding covered hereby within ten (10) days of Lessee's receipt of said notice, demand, summons, or other process.

14. Insurance: During the term of this Lease, Lessee shall maintain general liability and other required insurance coverage, with limits equal to the City's current base insurance requirements as shown below, or as the same may be amended from time to time. In addition, any independent contractor that Lessee may hire shall have limits at least equal to the City's base insurance requirements as shown below, or as the same may be amended from time to time. City will provide Lessee with a six (6) month notice as well as a mutually agreed upon length of time within which to comply if the City's base insurance requirements are amended. Lessee shall provide copies of its current certificates of insurance with endorsements for the general liability and other required insurance coverage prior to execution of the Lease, and again annually as the certificates are renewed through the term(s) of the Lease.

1. Workers' Compensation:

Medical	Texas Statutory Limits
Employers' Liability	\$100,000 each accident
	\$500,000 Disease Policy Limit
	\$100,000 Disease Each Employee

2. General Liability:

Includes: Premises, Completed Operations, Product Liability, XCU coverage and Independent Contractors coverage.

Generate Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$50,000
Premises Medical Payments	\$5,000

3. Automobile Liability:

Combined Single Limit Liability	\$1,000,000
To Include Hired and Non- Owned autos	

4. Excess or Umbrella Liability:

General Aggregate	\$1,000,000
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5. <u>Pollution Liability (if applicable):</u>	\$1,000,000
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15. Rights to Sublease and Assignment: Lessee has the right to sublease any or all of the Premises; however, Lessee must ensure that any sublessee abide by the terms and conditions of this Lease. Lessee must include relevant provisions of this Lease in the sublease agreement and must provide a copy of the executed sublease to the Director.

The Lessee shall not assign or transfer this Lease, or any right of leasehold interests granted to it by this Lease, or sublet or otherwise transfer any interest in or to the Premises without the prior written consent of

the City, except the Lessee may assign and transfer this Lease without such consent in its entirety to a parent corporation, a subsidiary corporation, or a successor corporation.

16. Notice: Notices are sufficient if in writing and sent by a tracking delivery service with proof of delivery addressed below, or to any other address that may be designated by one party to the other party from time to time:

If to City:

Mid Valley Airport
Attn: Director
1909 Joe Stephens Avenue
Weslaco, Texas 78596
956.969.0291

If to Lessee:

17. General Provisions:

A. Mineral Rights. City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. Right to Develop Airport. City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee or tenants and without interference or hindrance.

C. Other Fees and Charges. All lessees, including Lessee, shall be subject to the adopted fees and charges schedule applicable to all lessees and tenants at the Airport as published by City annually or from time to time. If a lessee is providing commercial services, such fees may include a concession fee that will be included either in the annual Airport fees and charges schedule or as an attachment to this Lease. If a lessee is delinquent in payment of fees and charges, City may require a reasonable security deposit to ensure future payments.

D. No Waiver of Forfeiture. Any failure or neglect of City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

E. Force Majeure. Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to labor strikes, declared worldwide pandemics, restriction by any governmental authority, acts of God, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of City to deliver the Premises.

F. Quiet Enjoyment. City covenants that it has the authority to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Lessee's tenancy for the term of the

Lease.

G. Minimum Standards and Rules and Regulations. The City has adopted and will enforce Rules and Standards to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises and the, and the health, safety and welfare of those using the Premises and the health, safety, and welfare of those using the Premises. The Rules and Standards may be amended from time to time following notice to Lessee.

H. Governing Law and Venue. This Lease shall be construed and interpreted in accordance with the laws of the State of Texas and action brought under this Lease shall have venue in Hidalgo County, Texas.

I. No Third-Party Benefit. No provision of this Lease creates a third-party claim against the City, the Airport, or the Lessee beyond that which may legally exist in the absence of any such provision.

J. Taxes and Licenses. Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or City, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or City. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to must obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date. All real and personal property contained in the Premises shall be subject to taxation in accordance with Texas Statute, Section 272.01 as may be amended from time to time.

K. Trash and Refuse. The Airport utilizes a common collection point for trash and refuse. Lessee must collect and lawfully dispose of all trash and other refuse, resulting from uses on or at the Premises, at the Airport's designated collection point; must prohibit the collection and disposal of trash and refuse from sources not generated on or at the Premises; and must comply with all applicable laws and regulations relative to trash disposal.

L. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and City.

M. Severability. Each provision, paragraph, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

N. Voluntary, Knowing Action. The parties, by executing this lease, state that they have carefully reviewed this lease and understand fully the contents hereof; that in executing this lease they voluntarily accept all terms described in this lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

O. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

P. Government Data Practices. Pursuant to Texas Statutes Chapter 13, et seq., the Lessee and the City must comply with the Texas Government Data Practices Act as it applies to all data provided by the City under this Lease, and it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Lessee under this Lease. The civil remedies of Texas Statute Section 13.08 apply to release of the data referred to in this clause by either the Lessee or the City. If Lessee receives a request to release any data referred to in this clause, the Lessee must immediately notify the City. The City must give the Lessee instructions concerning the release of the data before the data is released. The Lessee's response to the request must comply with the applicable law.

Q. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or fiduciary relationship of principal and agent between the City and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

R. Records: Availability and Retention. To the extent applicable, the Lessee agrees that the City, the State of Texas, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six years from the date of termination of this Lease.

S. Waiver and Assumption of the Risk. Lessee knows, understands, and acknowledges the risks and hazards associated with using the facilities, building, improvements, and Premises and hereby assumes any and all risks and hazards associated therewith. Lessee hereby irrevocably waives any and all claims against City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the facilities, building, improvements, or Premises and hereby irrevocably releases and discharges City and any of its officials, employees or agents from any and all claims of liability.

T. Attorney Fees. Lessee shall pay all costs, attorney fees, and expenses incurred by City to enforce this agreement.

U. Agent. The City appoints the Director, or designee, as agent to receive all rent, fees, notices and reports under this Lease.

V. Time of Essence. Time is of the essence in the payment and performance of the duties and obligations imposed upon Lessee by the terms and conditions of this Lease.

W. Entire Agreement. This Lease, along with its attached Exhibit A, shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. Any modification of this agreement must be in writing and signed by authorized representatives of the parties.

EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES.

CITY OF WESLACO, TEXAS

LESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Attest: _____

Date: _____

Attest: _____

DRAFT

**THIRD PARTY LEASE OF CITY-OWNED FACILITIES
(Aeronautical)**

At

WESLACO MID VALLEY AIRPORT

By and Between

THE CITY OF WESLACO, TEXAS

And

[REDACTED]

Date: [REDACTED], 2024

THIRD PARTY LEASE OF CITY-OWNED FACILITIES

(Aeronautical)

This Third Party Lease of City-Owned Facilities (Aeronautical) (the "Lease") is made effective on [REDACTED], 2024, by and between the City of Weslaco, Texas, a home-rule municipality, as lessor ("City") and [REDACTED], as lessee ("Lessee").

WHEREAS, the City owns the Mid Valley Airport ("Airport"), located in Hidalgo County, Texas;

WHEREAS, the Airport is governed by the City of Weslaco, Texas;

WHEREAS, Lessee is either an individual and a citizen of the State of Texas, or an entity organized, existing, and authorized to conduct business in the State of Texas;

WHEREAS, the parties hereto wish to enter into this Lease on which Lessee shall rent city-owned facilities for aeronautical purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Premises:** City hereby leases to the Lessee the land and facility(ies) located and more particularly described in the attached and incorporated Exhibit A (the "Premises"). The Premises includes approximately [REDACTED] square feet of land, together with easements, access for ingress and egress, [REDACTED] square feet of improvements/facility(ies), and parking areas. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Lease, "airport facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the City and are the direct control of the City.

2. **Base Term:** This Lease shall be for a base term of five (5) years commencing on [REDACTED], 2024 and expiring on [REDACTED], 2029.

3. **Option Term:** Lessee may notify the City of its intent to exercise an option term for an additional five (5) years commencing at the expiration of the base term. Provided the Lessee is in compliance with the terms and conditions therein as determined solely by Director, Lessee may request the execution of the option term no earlier than eighteen (18) months and no later than six (6) months prior to the expiration of the base term. If the request to exercise the option term is not timely made, the option will cease and the Lease will expire at the end of the base term.

4. **Subordination to governmental agencies of the United States and State of Texas:** This Lease is subordinate to the provisions of any existing or future agreement between City and the United States and/or State of Texas relating to the development, operation, or maintenance of the Airport. If the United States, which action may be brought through the Department of Transportation or Federal Aviation Administration ("FAA") or other governmental agency, or the State of Texas, requires modifications or changes in this Lease as a condition precedent to granting funds for improvements, Lessee agrees to consent to the amendments, modifications, or changes of this Lease as may be required. Further, if a governmental authority determines that any act or omission of Lessee or Lessee's representatives has caused or will cause City to be noncompliant with any of City's governmental commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, if Lessee does not execute an amendment or preserve City's compliance, City shall have the right to terminate this Lease and reenter and repossess any portion of the Premises, subject to any review that may be afforded

to Lessee by such governmental authority.

5. Rents, Fees, and Charges:

A. Land Rental. Land rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in Exhibit A. Land rental rates shall be established annually based upon adopted City's fees and charges schedule, as may be amended by City from time to time. The land rental for the period commencing [REDACTED], 2024 will be \$[REDACTED] per square foot per year. The land rental will be calculated on an annual basis with one-twelfth (1/12) due and payable on or before the first day of each month beginning on the Lease commencement date.

B. Facility Rental. Facility rental will be assessed for the square footage of each facility identified in Exhibit A. Rental rates shall be established annually based upon adopted City's fees and charges schedule, as may be amended by City from time to time. Facility rental rates for the period commencing [REDACTED], 2024 will be \$[REDACTED] per square foot per year for facilities rented. The facility rental will be calculated on an annual basis with one-twelfth (1/12) due and payable on or before the first day of each month beginning on the Lease commencement date.

C. Concession Fee. If Lessee is providing commercial services at the Airport, a concession fee of [REDACTED]% of gross revenues, or as set by the Airport schedule of fees and charges which may be amended from time to time. Such amounts will be due and payable to Airport on the fifteenth (15th) day of the month following the month of activity.

D. Other Fees and Charges. All lessees, including Lessee, shall be subject to the adopted fees and charges schedule applicable to all lessees and tenants at the Airport as published by City annually or from time to time. If a lessee is delinquent in payment of fees and charges, City may require a reasonable security deposit to ensure future payments.

E. Payment. Payment of rents, fees, and charges shall be made to the City at the following address: Mid Valley Airport, 1909 Joe Stephens Avenue, Weslaco, Texas 78596.

6. Use of Premises: Lessee shall use the Premises for aeronautical purposes and for no other purpose without the express prior written consent of the Director. The use of the Premises must, at all times, be in compliance with the City's Rules and Standards as adopted by the City and as may be amended from time to time. The City and Lessee will cooperate in good faith in modifying appropriate plans in the event a change in the Rules and Standards requires a change to the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with the Rules and Standards, applicable building and fire codes, and adopted ordinances and resolutions. Aircraft must be removed from any structure during fueling operations. The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers, and similar vehicles. Lessee may install City-ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided however, that the Lessee or its designee has obtained the City's prior written approval as to the size, type, design, and location of these signs or other corporate identification prior to installation.

7. Repair and Maintenance: Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable first-class condition and in safe repair. Lessee shall provide maintenance to keep the interior and exterior of the Premises, including the land and improvements, in a clean, attractive, and sanitary condition at all times. Upon written request from the City, Lessee will address any repairs and replacements in a timely manner as reasonably determined by the City. Any structural repairs, maintenance, replacements, or improvements must be approved in writing by City or performed by the City. All day-to-day maintenance will be performed by Lessee without cost to City. Such maintenance includes, but is not limited to, Premises' landscaping and removal of all trash and debris.

8. Hazardous Substances: Lessee shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises or adjacent premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Director as required by law or regulation.

Lessee or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation following written notice and a reasonable cure period, City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a twenty-five percent (25%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. Failure to make timely payment may result in termination of this Lease. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

9. Nondiscrimination:

A. Compliance with Nondiscrimination Requirements. During the performance of this Lease and to the extent applicable, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. Compliance with Regulations. Lessee will comply with the Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Nondiscrimination. Lessee, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the

subcontractor's or supplier's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this Lease, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a) Withholding payments to Lessee under this Lease until Lessee complies; and/or b) Cancelling, terminating, or suspending this Lease, in whole or in part.
6. Incorporation of Provisions. Lessee will include the provisions of paragraphs A.1. through A.6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which an FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

C. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no

person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to collectively as “Lessee”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits Lessee from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

10. Compliance with Laws: Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future federal, state and local governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following written notice and a reasonable cure period, may be cause for City's exercising its rights of termination herein. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction shall not be deemed a breach of this Lease.

11. Termination:

A. Termination by Lessee. Without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:

1. The City's permanent abandonment of the Premises at the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days; or
4. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for ninety (90) calendar days after receipt from Lessee of written notice to remedy the same.

B. Termination by City. Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by City if Lessee:

1. Is in arrears in paying the rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;
2. Makes a general assignment for the benefit of creditors;
3. Abandons the Premises ("abandon" shall mean failing to occupy the Premises for a period in excess of one (1) year);
4. Otherwise defaults in the performance of any of other material covenant of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the City of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. City's Right to Entry Upon Termination. If City terminates this Lease or if Lessee abandons the

Premises, the City may enter upon the Premises.

1. In the event of termination by the City, the Director, or its designee, may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. **All property on the Premises is hereby subjected to a contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given or which may be given to City but is in addition thereto.**

2. In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, City may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If City terminates the Lease and re-enters the Premises, the City may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting, to pay the rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after City's written demand therefore. **Lessee further agrees to hold harmless and indemnify City including its officers, agents, elected officials, and employees against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of City or its employees.**

D. Notice of Termination. If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) calendar days after the postmarked date of the notice.

E. Partial Destruction. If the Premises or the facilities reasonably necessary to operate Sublessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or City, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises or improvements. If the Lease is terminated, as provided for herein, the rent will be abated from the date of the casualty; provided however, Lessee as the case may be, must use its insurance proceeds to either replace the improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Director is the sole judge of the extent of damage to the airport.

12. Property Rights upon Expiration or Termination:

A. Removal of Equipment. Upon the expiration or earlier termination or expiration of this Lease as called for herein, City shall, by written notice to the Lessee, permit any Lessee to remove all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event less than seven (7) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Director. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Lease, City may

contract for such removal and remediation and the direct and indirect cost of such, plus a twenty-five percent (25%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its removable furniture, fixtures, and equipment within thirty (30) days after the date determined in the notice, then the Director, may at its option, take title to the said property and sell, lease, or salvage the same, as permitted by law. Any net expense City incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The City will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

B. New Lease, Do Not Remove Equipment. If City and Lessee negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its furniture, fixtures, and equipment from the Premises.

C. Improvements Revert to City. Except for the right of any Lessee to remove personal property, at the termination of the Lease as called for herein, all permanent improvements placed or constructed on the Premises by Lessee revert to City.

D. Holdover. Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at a monthly rent determined at the sole discretion of the City, and subject to surrender upon thirty (30) calendar days prior written notice.

E. Re-delivery of Premises. Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to City peaceably, quietly, and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear excepted. In addition to a landlord's lien provided by the law of the State of Texas, the City has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of rent.

13. City Obligations:

A. To operate the Mid Valley Airport as a public airport during the Lease term(s), subject to the assurances given by City to the United States Government.

B. To make water, wastewater, and/or electricity service available to the Premises property line on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility usage charges for water, wastewater, electricity, and/or other utilities supplied to the Premises during the Lease term(s) as the charges become due and payable.

14. Indemnification:

A. General. Lessee must indemnify, hold harmless, defend and insure the City, its officers, agents, elected officials, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the City, its officers, agents, or employees arising directly or indirectly from or in any way connected with (i) any property damaged or loss, personal injury, including death, or adverse effect on the environment arising out of Lessee's action or inaction with regard to the operations of Lessee hereunder, including the use or occupancy of the Premises, or in providing access to secured areas of the Airport as set out herein, excepting only that liability as may result from the gross negligence or the willful misconduct of the City, including its officers, agents, and employees; (ii) the failure of Lessee, its officers, agents or employees, to comply with the terms and conditions of this Lease, or to comply with any applicable

federal, state, or local laws, rules, regulations, or orders including, but not limited to, any and all applicable federal, state, or local environmental laws, rules, regulations, or orders; or (iii) release of any hazardous or regulated substances or waste onto, into, or from the Premises or other Airport property, connected in any way with the operations or the action or inaction of the Lessee, its officers, agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

B. Special Claims - Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, elected officials, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Lessee against the City, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the City.

C. Notice - Notwithstanding the above identifications, Lessee must give the Director notice of any matter covered hereby and forward to the Director copies of *every* demand, notice, summons, or other process received in any claim or legal proceeding covered hereby within ten (10) days of Lessee's receipt of said notice, demand, summons, or other process.

15. Insurance: During the term of this Lease, Lessee shall maintain general liability and other required insurance coverage, with limits equal to the City's current base insurance requirements as shown below, or as the same may be amended from time to time. In addition, any independent contractor that Lessee may hire shall have limits at least equal to the City's base insurance requirements as shown below, or as the same may be amended from time to time. City will provide Lessee with a six (6) month notice as well as a mutually agreed upon length of time within which to comply if the City's base insurance requirements are amended. Lessee shall provide copies of its current certificates of insurance with endorsements for the general liability and other required insurance coverage prior to execution of the Lease, and again annually as the certificates are renewed through the term(s) of the Lease.

1. Workers' Compensation:

Medical	Texas Statutory Limits
Employers' Liability	\$100,000 each accident
	\$500,000 Disease Policy Limit
	\$100,000 Disease Each Employee

2. General Liability:

Includes: Premises, Completed Operations, Product Liability, XCU coverage and Independent Contractors coverage.

Generate Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$50,000
Premises Medical Payments	\$5,000

3. Automobile Liability:

Combined Single Limit Liability To Include Hired and Non- Owned autos	\$1,000,000
4. <u>Aviation Liability Insurance (if applicable)</u>	\$5,000,000
5. <u>Excess or Umbrella Liability:</u>	
General Aggregate	\$1,000,000
6. <u>Pollution Liability (if applicable):</u>	\$1,000,000

16. Rights to Sublease and Assignment: Lessee has the right to sublease any or all of the Premises; however, Lessee must ensure that any sublessee abide by the terms and conditions of this Lease. Lessee must include relevant provisions of this Lease in the sublease agreement and must provide a copy of the executed sublease to the Director.

The Lessee shall not assign or transfer this Lease, or any right of leasehold interests granted to it by this Lease, or sublet or otherwise transfer any interest in or to the Premises without the prior written consent of the City, except the Lessee may assign and transfer this Lease without such consent in its entirety to a parent corporation, a subsidiary corporation, or a successor corporation.

17. Notice: Notices are sufficient if in writing and sent by a tracking delivery service with proof of delivery addressed below, or to any other address that may be designated by one party to the other party from time to time:

If to City:

Mid Valley Airport
Attn: Director
1909 Joe Stephens Avenue
Weslaco, Texas 78596
956.969.0291

If to Lessee:

18. General Provisions:

A. Mineral Rights. City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. Right to Develop Airport. City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee or tenants and without interference or hindrance.

C. No Waiver of Forfeiture. Any failure or neglect of City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

D. Force Majeure. Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to labor strikes, declared worldwide pandemics, restriction by any governmental authority, acts of God, fire or other casualty, and other causes beyond the reasonable

control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of City to deliver the Premises.

E. Quiet Enjoyment. City covenants that it has the authority to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Lessee's tenancy for the term of the Lease.

F. Minimum Standards and Rules and Regulations. The City has adopted and will enforce Rules and Standards to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises and the, and the health, safety and welfare of those using the Premises and the health, safety, and welfare of those using the Premises. The Rules and Standards may be amended from time to time following notice to Lessee.

G. Governing Law and Venue. This Lease shall be construed and interpreted in accordance with the laws of the State of Texas and action brought under this Lease shall have venue in Hidalgo County, Texas.

H. No Third-Party Benefit. No provision of this Lease creates a third-party claim against the City, the Airport, or the Lessee beyond that which may legally exist in the absence of any such provision.

I. Taxes and Licenses. Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or City, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or City. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to must obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date. All real and personal property contained in the Premises shall be subject to taxation in accordance with Texas Statute, Section 272.01 as may be amended from time to time.

J. Trash and Refuse. The Airport utilizes a common collection point for trash and refuse. Lessee must collect and lawfully dispose of all trash and other refuse, resulting from uses on or at the Premises, at the Airport's designated collection point; must prohibit the collection and disposal of trash and refuse from sources not generated on or at the Premises; and must comply with all applicable laws and regulations relative to trash disposal.

K. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and City.

L. Radio Antenna. Subject to the City's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the improvements or on the roof of the improvements on the Premises subject to (a) any and all federal, state and local laws, ordinances,

statutes, rules, regulations and orders applicable thereto; (b) Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto; (c) the antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; (d) any and all costs of maintaining and operating the same must be paid entirely by the Lessee; and (e) interference with any current or future antenna or frequency utilized by Airport. Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of the installation of the antenna.

M. Severability. Each provision, paragraph, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

N. Voluntary, Knowing Action. The parties, by executing this lease, state that they have carefully reviewed this lease and understand fully the contents hereof; that in executing this lease they voluntarily accept all terms described in this lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

O. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

P. Government Data Practices. Pursuant to Texas Statutes Chapter 13, et seq., the Lessee and the City must comply with the Texas Government Data Practices Act as it applies to all data provided by the City under this Lease, and it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Lessee under this Lease. The civil remedies of Texas Statute Section 13.08 apply to release of the data referred to in this clause by either the Lessee or the City. If Lessee receives a request to release any data referred to in this clause, the Lessee must immediately notify the City. The City must give the Lessee instructions concerning the release of the data before the data is released. The Lessee's response to the request must comply with the applicable law.

Q. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or fiduciary relationship of principal and agent between the City and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

R. Records: Availability and Retention. To the extent applicable, the Lessee agrees that the City, the State of Texas, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six years from the date of termination of this Lease.

S. Waiver and Assumption of the Risk. Lessee knows, understands, and acknowledges the risks and hazards associated with using the facilities, building, improvements, and Premises and hereby assumes any and all risks and hazards associated therewith. Lessee hereby irrevocably waives any and all claims against City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the facilities, building, improvements, or Premises and hereby irrevocably releases and discharges City and any of its officials, employees or agents from any and all claims of liability.

T. Attorney Fees. Lessee shall pay all costs, attorney fees, and expenses incurred by City to enforce this agreement.

U. Agent. The City appoints the Director, or designee, as agent to receive all rent, fees, notices and reports under this Lease.

V. Time of Essence. Time is of the essence in the payment and performance of the duties and obligations imposed upon Lessee by the terms and conditions of this Lease.

W. Entire Agreement. This Lease, along with its attached Exhibit A, shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. Any modification of this agreement must be in writing and signed by authorized representatives of the parties.

EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES.

CITY OF WESLACO, TEXAS

LESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-370	
From:			
Subject: Discussion and consideration to solicit Request for Bids (RFB) for security services at the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: As staff moves towards becoming Part 139 compliant with TXDOT and FAA, security has become a topic of discussion. Due to recent events at the airport and as part of the Airport's Safety and Security plan, the need for security is becoming a necessity. Airport traffic has increased and the need for security personnel is needed to prevent and/or assist local law enforcement with airport security issues. Discussion with the Police Chief has identified a need for security at the Airport and has been found to be more effective for budgeting purposes by hiring security personnel versus continuous police presence.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The airport advisory board recommends approval.			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Solicit RFB for security services.			



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-371	
From:			
Subject: Discussion and consideration to solicit Statement of Qualifications (SOQ) for Engineering Services to conduct a Feasibility Study, Environmental Determination, Design Services, Grant Administration and Construction Bid Documents for the proposed Runway and Parallel Taxiway expansion for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: With recent discussions with TXDOT regarding the proposed runway and parallel taxiway expansion, the city has been advised/recommended to use years 3, 4 and 5 of the BIL/IIJA Federal funds for the engineering services to conduct a feasibility study, environmental determinations, grant administration, engineering design services, and the development of construction/bid documents. In doing so, the city will save time/expedite the review process for these improvements. Once the city is ready and funds are in place, an update to these documents will be necessary, which will save considerable time moving towards construction.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Solicit for engineering services.			

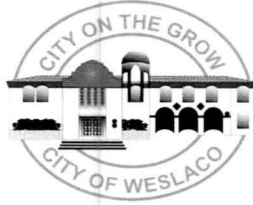


Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-372	
From:			
Subject: Discussion and consideration to declare old and expired fire equipment as surplus, such as end of life bunker gear, helmet, pants, boots, coats and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo 24 0402 Surplus, Surplus-Donation List			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

DATE: April 02, 2024

TO: Adrian Gonzalez, Mayor
City Commission

FROM: Antonio Lopez, Fire Chief 

SUBJECT: Surplus Items

I am requesting authorization to declare any type of old fire equipment (bunker gear, helmets, pants, boots, etc.) that is expired as surplus. These items are no longer in compliance for use and have no value.

Thank you for your consideration, please feel free to contact me for any questions.



AL/II

Item	Amount
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Helmets



10

Boots



10

Coats



10

Pants



10

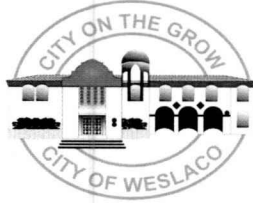


Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-373	
From:			
Subject: Discussion and consideration to donate old fire equipment declared as surplus (bunker gear, coats, helmets, pants, boots) to sister city Rio Bravo Fire Department and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo 24 0402 Rio Bravo Donation, Surplus-Donation List			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

DATE: April 02, 2024

TO: Adrian Gonzalez, Mayor
City Commission

FROM: Antonio Lopez, Fire Chief 

SUBJECT: Donation of Items

I am requesting authorization to donate surplus old fire equipment (bunker gear, helmets, pants, boots, etc.) to sister city Rio Bravo, Tamaulipas fire department to be used as needed.

Thank you for your consideration, please feel free to contact me for any questions.



AL/II

Item	Amount
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Helmets 	10
Boots 	10
Coats 	10
Pants 	10



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-339	
From: David Arce			
Subject: Discussion and possible action after interviews with the firms that submitted for consideration of the City of Weslaco Alton Landfill Post-Closure Care Monitoring (RFQ No. 2023-24-15) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: We had 3 firms respond to the RFQ, Raba Kistner, Terracon and Weaver.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 RFQ Landfill award			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: April 2, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: LANDFILL POST CLOSURE CARE MONITORING

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

With the help of purchasing department, on February 22, 2024, we conducted a Prebid and March 7, 2024, we conducted a bid opening. Three firms submitted Raba Kistner, Terracon, and Weaver. All 3 firms were invited for an interview with the city council. Staff is requesting to approval to negotiate an agreement with the firm that is selected tonight for the Alton Landfill monitoring, we will present a contract at the next meeting.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-378	
From: David Arce			
Subject: Discussion and consideration to award HGAC Buy Contract Number RC01-21 to vendor IPL North America Inc. for the purchase of 715 residential Omnicart trash bins for an amount not to exceed \$36,443, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Solid Waste Division.)			
Background: We need to purchase more trash cans for our residential customers. We currently have about 120 bins in backstock. The bins will take 6–7 weeks to arrive. These are the same containers we currently have. We recommend the 715 to maximize the freight charges. A budget amendment is required for the purchase of the bins.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Martin Garza		Created	
City Manager Comments: Approve s recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Trash Bins			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: April 2, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: RESIDENTIAL TRASH BINS

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

We need to purchase more trash cans for our residential customers. We currently have about 120 bins in back stock. The bins will take 6-7 weeks to arrive, these are the same containers we currently have. This order is the third order after the initial order we did when we rolled out all new bins. We are recommending the 715 to maximize the freight charges. A budget amendment is required for the purchase of the bins.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: April 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-384	
From: David Arce			
Subject: Discussion and consideration to increase the original purchase order 22-2432 for the residential garbage truck from April 2022 from Rush Enterprises to an amount not to exceed \$7,900 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Solid Waste Division.)			
Background: The original price for the ASL (Automatic Side Loader) was \$336,291 and the quote is \$343,963.89 for a difference of \$7,672.89.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Garbage Truck Price Increase, Current Invoice w/increase, PO 22-2432, Quote from April 22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: April 2, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: INCREASE IN GARBAGE TRUCK PO

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

The original price for the ASL (Automatic Side Loader) was \$336,291 and the new quote is \$343,963.89 for a difference of \$7,672.89. The new truck is headed to San Antonio to add the safety lights and will be delivered to Rush Truck center within the 30-45 days and then a walk around with our staff.

Staff Recommends Approval.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	3/22/2024
Contact for Vendor	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Weslaco		
End User Contact:	Fleet Manager	Phone/Fax	
Product Description: Peterbilt 520 FEL			

A: Base Price in Bid/Proposal Number: 723-23		Series: 520 \$ 133,250.00	
B: Published Options(Ifemize Below)			
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 4,552.00	
Peterbilt	Front/Rear Axles & Equipment	\$ 6,989.00	
Peterbilt	Engine/Transmission & Equipment	\$ 19,303.00	
Peterbilt	Air & Trailer/Tires & Wheels	\$ 4,449.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 383.00	
Peterbilt	Cab & Equipment	\$ 3,635.00	
Subtotal Column 1:		\$ 39,311.00	
	OPT #	DESCRIPTION	AMOUNT
	RTC-0122	Refuse Body Prep	\$ 5,430.00
	RTC-0096	PTO & Hydrualics	\$ 14,235.00
	RTC-0123	500E	\$ 193,045.00
Subtotal Column 2:		\$ 212,710.00	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 252,021.00

C: Subtotal of A + B		\$ 385,271.00
D: Approved Buyboard Bodies		
Neway Mammoth FEL with Options	\$ (57,670.00)	
Subtotal Column 1:		\$ (57,670.00)
Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ (57,670.00)
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E: Contract Price Adjustment (If any, explain here)		
HD 2022 Truck Move Out/2022 Paccar HD CAR Surcharge		\$ 7,900.00
F: Total of C + D +/- E		\$ 335,501.00

G: Quantity ordered Units: 1 x	\$ 335,501.00
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Paccar Protection Plan 1 (5/200)	\$ 2,845.00	x	1	\$ 2,845.00	
Paccar Aftertreatmentt (5/200)	\$ 1,195.00	x	1	\$ 1,195.00	
Freight	\$ 5,217.89	x	1	\$ 5,217.89	
					\$ 8,062.89

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 343,963.89
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CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date

04/27/2022

Delivery Date

Terms

NET 30 DAYS

Requisition Number

02808

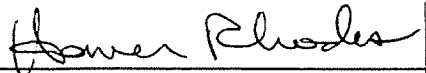
V E N D O R	RUSH TRUCK CENTERS OF TEXAS, LP	S H I P T O	CITY OF WESLACO - PUBLIC WORKS
	REGIONS INTERSTATE BILLIN		1912 JOE STEPHENS AVENUE
	P O BOX 2208		WESLACO, TX 78596
	DECATUR, AL 35609-0000		PETE GARCIA JR.

Account	Quantity	Description of Articles or Service	Unit Price	Amount
40-5330-55010	1	PETERBILT NEWAY FEL GARBAGE TRUCK	309,463.02	309,463.02
40-5330-55010	1	PETERBILT 520 NEWAY ASL WITH LIGHTS	336,291.00	336,291.00
		RESIDENTIAL & COMMERCIAL GARBAGE EQUIPMENT TO INCLUDE AFTERMARKET EQUIPMENT FROM TEXAS PACK & LOAD . AS APPROVED BY CITY COMMISSION ON 4/19/2022 BUYBOARD CONTRACT NO.: 601-19		
TOTAL				645,754.02

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts.
3. If these conditions are not acceptable please advise us on receipt of the order and before you

CITY OF WESLACO

BY 
FINANCE DEPARTMENT

Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

Tax Exempt Number: 1746002544

Purchase Order No.: 22-2432

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	4/7/2022
Contact for Vendor	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Weslaco		
End User Contact:	Fleet Manager	Phone/Fax	
Product Description:	Peterbilt LCF		

A: Base Price in Bid/Proposal Number: 601-19		Series: 520 \$ 96,440.00	
B: Published Options(Items Below)			
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 3,608.00	
Peterbilt	Front/Rear Axles & Equipment	\$ 4,856.00	
Peterbilt	Engine/Transmission & Equipment	\$ 18,403.00	
Peterbilt	Air & Trailer/Tires & Wheels	\$ 3,396.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 195.00	
Peterbilt	Cab & Equipment	\$ 2,638.00	
Subtotal Column 1:		\$ 33,096.00	
OPT #	DESCRIPTION	AMOUNT	
RTC-0040	OEM+ Safety Analysis	\$ 1,275.00	
RTC-0122	Refuse Body Prep	\$ 3,934.00	
RTC-0036	PTO & Hydraulics	\$ 10,316.00	
RTC-0123	500E	\$ 139,887.00	
RTC-10	Lot Insurance/Floorplan Intere	\$ 8,926.02	
Subtotal Column 2:		\$ 164,338.02	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 197,434.02

C: Subtotal of A + B		\$ 293,874.02
D: Approved Buyboard Bodies		
NeWay Mammoth FEL with Options	\$ (4,512.00)	
Subtotal Column 1:		-\$4,512.00
Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ (4,512.00)
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E: Contract Price Adjustment (If any, explain here)			
2022 YM Price PL1055	\$ 7,635.00		\$ 15,931.00
Global Supply Shortage/Freight Surcharges	\$ 8,296.00		
F: Total of C + D +/- E			\$ 305,293.02

G: Quantity ordered Units:	1.00	X	\$ 305,293.02
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)				
Paccar 2021 PX-9 Protection Plan 1	\$ 2,700.00	x	1	\$ 2,700.00
Paccar 2021 PX-9 Aftertreatment Coverage (5/200)	\$ 1,070.00	x	1	\$ 1,070.00
				\$ 3,770.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 309,463.02
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TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	4/7/2022
Contact for Vendor	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Weslaco		
End User Contact:	Fleet Manager	Phone/Fax	
Product Description:	Peterbilt LCF		

A: Base Price in Bid/Proposal Number: 601-19			Series: 520 \$ 96,440.00		
B: Published Options(Iterize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipment	\$ 4,320.00	RTC-0040	OEM+ Safety Analysis	\$ 1,275.00
Peterbilt	Front/Rear Axles & Equipment	\$ 4,779.00	RTC-0122	Refuse Body Prep	\$ 3,934.00
Peterbilt	Engine/Transmission & Equipment	\$ 18,741.00	RTC-0123	500E	\$ 139,887.00
Peterbilt	Air & Trailer/Tires & Wheels	\$ 3,102.00			
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 239.00			
Peterbilt	Cab & Equipment	\$ 3,973.00			
Subtotal Column 1:		\$ 35,154.00	Subtotal Column 2:		\$ 145,096.00
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 180,250.00

C: Subtotal of A + B					\$ 276,690.00
D: Approved Buyboard Bodies					
NeWay	Sidewinder ASL with Options	\$ 47,796.00			
Subtotal Column 1:		\$47,796.00	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ 47,796.00
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E: Contract Price Adjustment (If any, explain here)			
2022 YM Price PL1055	\$ 7,635.00		\$ 7,635.00
F: Total of C + D +/- E			\$ 332,121.00

G: Quantity ordered Units:	1.00	X	\$ 332,121.00
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H: BUYBOARD Administrative Fee	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Paccar 2021 PX-9 Protection Plan 1	\$ 2,700.00	x	1	\$ 2,700.00	
Paccar 2021 PX-9 Aftertreatment Coverage (5/200)	\$ 1,070.00	x	1	\$ 1,070.00	
					\$ 3,770.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 336,291.00
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