



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, December 19, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Conducted in Work Session

Pledge of Allegiance: Conducted in Work Session

Roll Call:

Approval of Minutes: December 12, 2022 Work Session
December 12, 2022 Regular Meeting

Approval of Agenda: December 19, 2022

Reports from Standing Committees:

Finance Committee: Colvin
Public Safety Committee: Eric Brown
Utilities Committee: Keel
Parks and Recreation: Chris Brown
Public Works Committee: Hardy
Buildings and Properties: Tapley

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: November 2022

Proclamation: None

Unfinished Business: None

New Business:

1. Ordinance 2023-08: An Ordinance to Rescind Ordinance 2005-18
2. Resolution 23-15: A Resolution to Appoint a City Clerk
3. Resolution 23-16: A Resolution to Declare Personal Property as Surplus and No Longer Needed for Public Use
4. Resolution 23-17: A Resolution to Amend the FY23 Budget and Appropriation List
5. Resolution 23-18: A Resolution Electing Directors of the Special Care Financing Authority

6. Resolution 23-19: A Resolution to Adopt Rules and Regulations for T.C. Russell Field Airport

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk: January meetings need to be rescheduled because of holidays. Recommend moving to January 9, 2023, and January 23, 2023.

Comments from the Council:

Adjournment:

ORDINANCE NO. 2023-08

An Ordinance to Rescind Ordinance No. 2005-18

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama, as follows:

SECTION 1. That Ordinance No. 2005-18: An Ordinance Establishing Rules and Regulations for Operation of the T.C. Russell Field, adopted by the City Council of the City of Alexander City, Alabama, on the 15th day of August, 2005, be and is hereby rescinded.

SECTION 2. That any ordinance or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

SECTION 3. This ordinance shall become effective immediately upon adoption and publication as required by law.

ADOPTED AND APPROVED this 19th day of December, 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2023-02** which was adopted by the City Council on this 19th day of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of December, 2022.

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

Resolution: 23-15

RESOLUTION NO. 23-15

A Resolution to Appoint a City Clerk

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that _____
be and is hereby appointed as the City Clerk of the City of Alexander City, Alabama, in accordance with Title 11,
Chapter 43, Section 3 of the Alabama Code 1975; and

BE IT FURTHER RESOLVED that Amanda F. Thomas shall continue to serve as Acting City Clerk until such point
that the appointed City Clerk is able to assume said position with the City of Alexander City.

ADOPTED AND APPROVED this 19th day of December 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing
is a true, correct and complete copy of **Resolution No. 23-15** which was adopted by the City Council on this 19th
day of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this
19th day of December, 2022

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 23-16

A Resolution to Declare Personal Property as Surplus and No Longer Needed for Public Use

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975, authorizes the municipal governing body to dispose of unneeded personal property which is no longer needed for public purposes; and

WHEREAS, the below items will be sold by public auction on govdeals.com as well as advertised online and/or disposed of to receive the best value for the City; and

ID #	Description	Serial/VIN #
283	2001 Dodge Truck Baler Consolidated	3B7HF12Y91G201130 2912

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby declares said property as surplus and no longer needed for public use; and

FURTHER, IT BE RESOLVED by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor, City Clerk, and Purchasing Agent to dispose of personal property as listed above.

ADOPTED AND APPROVED this 19th day of December 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 23-16

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 23-16** which was adopted by the City Council on this 19th day of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of December, 2022.

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 23-17

A Resolution to Amend the FY23 Budget & Appropriation List

WHEREAS, the City of Alexander City, Alabama, by Resolution 22-84, approved the FY23 Budget including a list of appropriations, shown as Exhibit A to said resolution; and

WHEREAS, an appropriation request from Volunteer Connections of Central Alabama, Inc. (VCCA) for \$5,000 was unintentionally omitted from said list of appropriations; and

WHEREAS, it is recommended to amend the FY23 Budget and appropriation list to include said request; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby amends the FY23 Budget and Appropriation List as follows:

Appropriation to Agencies	Purpose	FY23 Proposal
Volunteer Connections of Central Alabama, Inc.	free tax assistance programs, Medicare Part D and Affordable Care Act Assistance, & other community programs	\$3750

ADOPTED AND APPROVED this 19th day of December 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 23-17** which was adopted by the City Council on this 19th day of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of December, 2022.

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 23-18

A Resolution Electing Directors of the Special Care Facilities Financing Authority

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, as follows:

1. The following persons are each hereby elected as a director of The Special Care Facilities Financing Authority of the City of Alexander City, a public corporation formed under Chapter 62 of Title 11 of the Code of Alabama 1975, Sections 11-62-1 et seq., for a term of office ending at 11:59 a.m. on the second Monday in November of the years designated opposite their names:

<u>Name</u>	<u>Year of Expiration of Term</u>
Susie Kelley	2023
Steve Crowe	2025
Barbara Sokol	2027

2. The above-named persons are qualified electors of and owners of real property in the City of Alexander City, and the above-named persons are not officers of the State of Alabama or of any county or municipality in the State of Alabama.

ADOPTED AND APPROVED this 19th day of December, 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 23-18** which was adopted by the City Council on this 19th day of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of December, 2022.

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 23-19

A Resolution to Adopt Rules and Regulations for T.C. Russell Field Airport

WHEREAS, the City of Alexander City, Alabama, desires to provide for the safe, orderly and efficient operation of T.C. Russell Field Airport; and

WHEREAS, it is recommended to adopt updated Rules and Regulations (Exhibit A) to continue to provide for the orderly development and regulation of activities at said Airport by establishing uniform guidelines; and

WHEREAS, said regulations are consistent with those of pertinent Federal, State, and Local agencies in order that those engaged in such activities may do so with the least possible restrictions, consistent with the safety and rights of others and the public’s welfare; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby adopts updated Rules and Regulations for T.C. Russell Field Airport (Exhibit A).

ADOPTED AND APPROVED this 19th of December, 2022.

ATTEST:

Amanda F. Thomas, Acting City Clerk

Audrey “Buffy” Colvin, Council President

Curtis “Woody” Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as Acting City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 23-19** which was adopted by the City Council on this 19th of December, 2022.

WITNESS MY SIGNATURE, as Acting City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th of December, 2022.

Acting City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

AIRPORT RULES AND REGULATIONS

T.C. Russell Field

Alexander City, Alabama

SECTION 1 - GENERAL INFORMATION

PURPOSE

These Airport Rules and Regulations (AR&R) have been formulated and adopted by the T.C. Russell Field Airport, hereinafter referred to as “Airport”.

These Airport Rules and Regulations are intended to provide for the safe, orderly and efficient operation of the Airport. Furthermore, this document is intended to provide for the orderly development and regulation of activities on the Airport by establishing uniform regulations. These regulations are consistent with those of pertinent Federal, State, and Local agencies in order that those engaged in such activities may do so with the least possible restrictions, consistent with the safety and rights of others and the public’s welfare.

SCOPE

All users, customers, and visitors of the Airport shall be governed by these Airport Rules and Regulations. Administration of the terms of the AR&R shall be under the authority, responsibility and control of the Mayor, or the Mayor’s designated representative known as the Airport Director. Policymaking activities of the Airport Rules & Regulations reside with the City Council of the City of Alexander City. Alexander City, Alabama hereafter will be referred to as the “City”.

All commercial tenants at the Airport shall maintain a copy of the AR&R in a conspicuous location for the use of employees and customers. Moreover, all tenants shall require their employees to read and understand these AR&R and any subsequent amendments, as a condition of employment.

When an emergency exists at the Airport, the Mayor, or other officially designated representatives by the Mayor to serve as Airport Director, is empowered to issue such directives and take such action as necessary to protect people, property, and assets and promote the safe operation of the Airport. Such directives and actions of the Mayor, or other officially designated representatives, have the power of regulation as long as the emergency exists.

Should any part of these AR&R conflict with Federal, State, or local government laws or ordinances, then such Federal, State, or local government laws authority takes precedence.

These AR&R shall in no way supersede or abrogate regulations set forth in FAA Federal Aviation Regulations, Certification and Operations of Airports and Transportation Security Administration Federal Regulation Part 1542, Airport Security. If any provision of these AR&R is held invalid, the remainder of the AR&R shall be valid. Future amendments, additions, deletions, or corrections to these AR&R will be incorporated into the document as required and as directed by the City.

The City has the authority to suspend flying operations when, in its opinion, the condition of the landing field is such to make Airport operations unsafe, or when instructed to do so by the FAA or TSA, or other governing agency.

DEFINITIONS

The definitions are many and voluminous; however, it is crucial that they be identified. Some of the words defined in Appendix "A" may not appear in this document; however, to better understand the overall operation of the Airport, it is felt that incorporating them is important.

COMPLIANCE AND ENFORCEMENT

All persons, including but not limited to, employees, users, customers, and visitors are expected to comply with the provisions of these AR&R. The use of the Airport or any of its facilities in any manner, by any person, tenant, or entity shall create an obligation on the part of the user to obey all the AR&R herein provided and adopted by the City, and all other city ordinances and administrative procedures pertaining to Airport operations.

The City is hereby officially empowered to enforce these AR&R and utilize the local emergency services for assistance. This would include, but not be limited to, police, fire and rescue, and ambulance services.

GENERAL CONDITIONS FOR COMPLIANCE

All Commercial Aviation Businesses using the Airport shall furnish their services on a fair, equal and non-discriminatory basis. Commercial Aviation Businesses will not, on the grounds of religion, race, color or national origin, sex, age, height, weight, marital status, or handicap, discriminate against any person, or groups of persons in any manner prohibited by Title VII of the Civil Rights Act of 1964; or by Part 15 of the Federal Aviation Regulations. The City shall have the right to take such action as the Federal Government may direct to enforce this obligation.

Accidents - All accidents, no matter how minor must be reported to the City within no more than one hour from the occurrence unless it involves injuries. An accident involving injuries shall be reported immediately to the City's representative at 256-329-6700, and the Alexander City Police Department at 256-234-4321.

Advertising – Signage or advertising used on the exterior of structures or on Airport leased property requires written approval from the City Clerk.

Air Operations Area (AOA) – AOA is considered a restricted area and is established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized employee of the Airport or Tenant. The general public is also prohibited from all other areas of the Airport posted as being a restricted area.

Animals – Animals required for assistance to the blind, hearing impaired, disabled, or security enforcement persons are permitted on the Airport Operations Area. Domestic dogs and cats are permitted in other public areas of the Airport when restrained by a leash and kept completely under control.

All other animals, domestic or exotic, are prohibited from the Airport; except when such animals are containerized for air shipment

Building Materials - No leftover building materials, supplies, equipment, or refuse, including trash containers, shall be stored or kept in any open area on the Building Site. No vehicle used for hauling trash, dirt or any other material shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, blowing, sifting, leaking, or otherwise escaping.

Children - Children under the age of sixteen (16) shall be accompanied by an adult at all times when on Airport property.

Commercial Activity – Commercial activity of any kind, involving the tender of money or barter, requires the written authorization of the City and payment of any and all fees, taxes, etc. as required.

Commercial Photography – Commercial photography of any kind requires the written authorization of the City and payment of any and all fees, taxes, etc. as required.

Damage or Destruction of Property - Damage to property is prohibited and persons so involved will be fully liable to the City.

Disorderly Conduct or Obscene Acts - Any conduct considered disorderly or obscene will be punished to the full extent of the law.

Employee Background Check – Tenants will conduct detailed background checks on all employees as designated by the FAA or TSA or the City and provide the City with written verified information.

Fuels and Oils - Gasoline, oil, and solvent drums or similar receptacles shall not be stored on apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept in subject areas will be kept in enclosed containers and covered in a clearly marked and labeled housing of a design and type that meets the approval of the City and all Federal and State requirements.

No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains on the ramp areas, catch basins, or elsewhere on the Airport.

Each aircraft owner or permitted operator handling, using, or storing fuels, oils solvents, chemicals, and/or hazardous materials at the Airport shall provide a written report to the City, updated annually, identifying all hazardous materials used or stored at the Airport and describing the measures taken by the operator to comply with all applicable Federal, State, and local laws and other regulatory measures. All operators shall be subject to inspection by or on behalf of the City for compliance during normal business hours.

Gambling – Any type of gambling on the Airport is prohibited.

Lost or Mislaid Property – Property left unattended for more than 12 hours will be considered lost and shall be deposited at the office of the FBO. If not claimed by the owner within thirty (30) days, items become the property of the City and shall be disposed of according to the laws of the State of Alabama.

Signage - Signage standards are to be followed per the current zoning ordinance. No sign or advertisement or notice shall be displayed on the outside or inside of any structure on the Airport unless authorized by the City or otherwise approved as part of a lease or contractual agreement.

Soliciting Funds – Any solicitation of funds is prohibited on City property.

Storage of Property or Equipment – No storage of equipment or salvage materials will be allowed on the interior or exterior of the leasehold property. Non-approved storage items include, but are not limited to, boats, boat trailers, RVs, unlicensed cars, furniture, etc. Leasehold properties will be used primarily for the storage of aircraft and aircraft support equipment and will be kept in neat and orderly condition at all times.

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SECTION II

AIRCRAFT OPERATIONS

The following rules and regulations pertaining to the Airport Air Operations Area (AOA) as set forth in the Airport Layout Plan (ALP) in Section IX-B.

AIRPORT MANAGEMENT ACTIVITIES IN THE AOA

1. Closure of the Airport.
2. Restricted or prohibited flight activities.
3. NOTAMs issued by Airport Management personnel, in addition to those issued by the FAA.
4. Fees charged for landing or parking of aircraft.
5. Written approval for air shows and other special events.

AIRCRAFT ACCIDENTS/INCIDENTS ON OR ADJACENT TO THE AIRPORT

1. All accidents or incidents, no matter how minor must be reported within no more than one hour from the occurrence unless it involves injuries. For an accident involving injuries, please call 9-1-1 and then report it immediately to the Airport Manager at (256) 329-9057 or (256) 392-2452.
2. Disabled aircraft are the responsibility of the aircraft owner. However, the City has the power, authority, and option of direct removal, or the City will arrange for the removal of the aircraft by the owner or an authorized entity to a designated area.
3. Access to aircraft accident/incident scenes is controlled by the City or by the City's designated person-in-command.

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TAXING, TOWING, OR REMOVAL OF AIRCRAFT FROM THE AOA

1. Towing operations must be conducted by **trained and authorized personnel** using equipment approved for the aircraft being towed.
2. The FBO is authorized to or otherwise direct the relocation of aircraft parked or stored in authorized areas.
3. Aircraft will not taxi into or out of any hangars or other structures in the Airport under actual aircraft engine power. Aircraft will be towed or pushed by equipment or by hand into and out of such facilities.
4. All hovering and air taxiing of helicopters will be done in compliance with 14 CFR Part 27, and shall not interfere with or cause the blowing of debris onto parked aircraft.

AIRCRAFT OPERATIONS – MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating. The exception being an aircraft that must be hand propped. In such cases, the pilot may start and warm up such an aircraft as long as the aircraft's tail is securely tied down.
2. Aircraft repair/maintenance will be performed only in designated areas by aircraft owner(s) or the owner's employees at the sites designated by the City. All contract maintenance/repair must be approved by the City.
3. Operating aircraft engines inside a hangar is prohibited.
4. Aircraft will be parked, serviced, loaded, and unloaded at parking locations or passenger terminal areas designed and designated for each type of aircraft.
5. Derelict/non-flyable aircraft must be parked in a designated area or removed from the Airport at the FBO's discretion.
6. Any aircraft weighing more than the runway, taxiway, and apron load-bearing capacity is prohibited.
7. Aircraft based at the Airport (in accordance with the definition of based aircraft herein) require a written agreement with the City so stating the based status, compliance with aircraft parking fees, and specifically identifying the aircraft by aircraft type and "N" number.

SECTION III

VEHICLE OPERATIONS

The following rules and regulations pertaining to the operation of *all* motored vehicles on the Airport:

VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. All Airport roadways are the property of the City of Alexander City.
2. All motor vehicles on airport roadways and parking lots are governed by traffic ordinances.
3. The City has the authority to deny, restrict or cancel the right of any motor vehicle driver from operating on the AOA.
4. Businesses conducting any “motor vehicle for hire” activity on the Airport must have a written agreement with the City. This includes rental car agencies, taxicabs, buses, limousines, and lodging shuttles.
5. The City has the right to tow or otherwise move or have moved any motor vehicle for reasons of safety, security, abandonment, or police investigation.
6. The City may impose specific limits of insurance for tenant business vehicles and other privately owned vehicles.
7. Liability insurance limits for motor vehicles operating on unrestricted public airport roadways will be consistent with State of Alabama Motor Vehicle Insurance Laws.

AIRPORT VEHICLE OPERATOR’S PERMIT

The City retains the right to implement an Airport Operator’s Permit. Application for this permit would be made directly with the City. Each applicant must possess a current motor vehicle operator’s license. The City requires all individuals driving on Airport property to have read the Airport Rules and Regulations.

The City requires all line service personnel providing aircraft towing or driving fuel trucks to fully understand and comply with safe operating procedures. In addition, they must be fully trained by the FBO before they are permitted to operate any vehicle in the AOA. All individuals must possess a current and valid Alabama driver’s license and have a valid aviation-related need to drive within the AOA.

VEHICLE OPERATIONS – MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Unless otherwise posted, the speed limit on all airport pavement is 15 mph.
2. Motor vehicle drivers will comply with all City and FBO directives.
3. Aircraft and pedestrians have the right-of-way over motor vehicles.
4. Motor vehicle drivers will not operate vehicles on a runway, taxiway, or aircraft apron unless authorized by the City.
5. Motor vehicle drivers will park in designated parking areas only.
6. Motor vehicle drivers/owners/agents shall not clean or repair a motor vehicle on Airport property except in designated areas.
7. Privately owned motor vehicles shall not be parked, serviced, or repaired inside any building. The exception being the parking of a personal vehicle inside hangars while on flights.
8. Motor vehicle drivers will pass to the rear of taxiing aircraft.
9. Motor vehicles will not be parked or maneuvered closer than ten (10) feet from any aircraft. Specialized vehicles needed to service an aircraft are exempt from this rule.
10. Access to the Landing Field by authorized vehicles shall be permitted so long as they do not interfere with normal operations and are not a hazard to parked or operating aircraft.
11. All commercial vehicles authorized to drive in the AOA shall have a yellow rotating beacon, two-way communication (Unicom), and be clearly marked with the Commercial Operator's name.
12. Each Commercial Operator and Airport personnel may be required to pass an airfield driving course to obtain an Airport driving permit, once a program is prepared.
13. No person shall operate a vehicle of any kind on the Airport in a reckless or negligent manner, or in excess of the speed limits prescribed.
14. No person under the influence of alcoholic or narcotic substances shall operate a vehicle or aircraft on the Airport.

15. The Airport Manager may remove from any area of the Airport, any vehicle which is disabled, abandoned, parked in violation, or which represents an operational problem to any area of the Airport, at the owner's expense and without liability for accidental damage which may result in the course of such action.
16. No person shall park a vehicle in a manner that would obstruct roadways, doorways, or in aircraft parking areas.
17. All employees of organizations and agencies having tenancy in the Airport's buildings areas shall park private vehicles in the employee parking lot, if provided, or in areas so designated by the City.
18. All construction-related vehicles, upon authorization by the City or FBO to enter upon airport property, will follow the directives of that authority as to the designated route to follow to the construction site. Until further notice, said route will be the existing construction entrance gate located off Sugar Creek Road on the east side of the airport property. Arrangements will be made, in advance, with the City or FBO to gain access to a key to unlock said gate. At no time will any construction vehicle or equipment cross any taxiway, runway, ramp, or any other prepared surface without special authorization of the City or FBO.

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SECTION IV

TENANT OPERATIONS

The following rules and regulations pertain to tenant and subTenant operations on the Airport:

TENANT OPERATIONS REGULATED BY CITY

1. All tenant operators must be a party to a fully-executed lease or rental agreement with the City.
2. City shall provide the tenant with a lock for the hangar. The City shall have one key and the tenant shall have one key. Should the tenant lose the key for the hangar, the tenant will be responsible for the payment of eighty-five dollars (\$85.00) fee to replace the lock and key.
3. Tenant shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association without the prior written approval of the City. The City shall have the discretion to grant or refuse such approval. The parking of an aircraft not owned or leased by the Tenant within the hangar without the written consent of the City shall constitute a sublease. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the City, for the City to immediately terminate this contract agreement. The tenant may allow the Leased Premises to be utilized by another aircraft on a temporary basis however Tenant may not charge the owner of the aircraft a fee or any other consideration for the temporary storage of the aircraft. "Temporary" means less than thirty (30) days in any one (1) calendar year. Five days prior to the arrival of the other aircraft, the Tenant must provide the Airport Manager with written notice of the Aircraft's Registration Number, proof of insurance, and emergency contact information. The tenant will remain responsible and liable for any actions or damage arising from the visiting aircraft, pilots, and passengers.

TENANT OPERATIONS – MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Tenant is responsible for training its employees on the contents of the AR&R document and applicable portions of the tenant's Lease Agreement with the City.
2. Tenant must ensure that all tenant employees meet physical and mental standards necessary for the safe conduct of each employee's job task, especially as these tasks relate to safe and rational conduct in and around aircraft and all other areas of the AOA.
3. Tenant shall keep hangars, shops, offices, other buildings, structures, and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter, and flammable material. Sanitation, trash, and garbage receptacles will be placed in pedestrian traffic areas to accommodate and encourage the disposal of refuse. Restrooms will be maintained in clean and sanitary conditions. All floors, walls, and ceilings will be maintained in clean, sanitary, and well-lighted conditions.

4. Structural and decorative changes to any building, structure, ramp, or other Airport property requires the prior written approval of the City and must comply with local building codes and inspections.
5. Tenant is responsible for maintaining security in and around the hangar or any other area adjacent to or upon the T.C. Russell Field Airport which Tenant has an exclusive right to use or which Tenant otherwise controls. Tenant is further responsible for maintaining security with respect to entry upon the airfield or other portions of the T.C. Russell Field Airport designated by City from time to time as security areas by employees, subtenants, contractors, invitees, or customers of Tenant or any other person who enters the T.C. Russell Field Airport Operating Areas (AOA) at Tenant's invitation, direction, or authority, whether through or from the Leased Premises or otherwise.
6. If Tenant leaves any property, personal or otherwise, on the Leased Premises after the termination or revocation of this Lease, and fails, refuses, or neglects, after notice from City, to remove same within thirty (30) days after such termination or revocation, City, at its option, may treat such property as abandoned and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the Tenant. Tenant hereby waives any and all damages for any loss resulting from the disposal of such property. The City shall also have the right to remove the Stored Aircraft if the Stored Aircraft is not otherwise removed by the tenant within thirty (30) days of termination of this Lease. If City removes the Stored Aircraft from the Leased Premises following the termination of this Lease, the Tenant shall be responsible to City for all costs of such removal and subsequent storage as well as Lease fees up through termination.
7. If, for any reason whatsoever, the City ceases to operate the T.C. Russell Field Airport, Tenant's sole right and remedy shall be to terminate this Lease effective with the date of the cessation of airport operations and to remove Tenant's property within thirty (30) days after receiving notice of such cessation. In such event, City shall not be liable for any damage, cost, or expense to the Tenant relating to the cessation of airport operations.

SECTION V

SAFETY PROCEDURES

The following Rules and Regulations pertaining to Airport safety procedures:

SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT

1. All fuel vendors, including fuel transport delivery vehicles, must be licensed, inspected, and in full compliance with all applicable regulations. The City has the authority to verify compliance.
2. Fueling of aircraft and fuel servicing of all types of over-the-road motor vehicles must be performed in locations designated by the FBO.
3. Smoking is permitted only in designated areas; however, it is strictly prohibited inside the AOA, within aircraft storage hangars, and near fuel storage facilities. As well, smoking is prohibited within 50 feet of a fuel-handling vehicle or any aircraft and at all other locations on the Airport where specifically prohibited by signs.
4. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as a part of this AR&R document, and all entities dispensing fuel are required to be knowledgeable of its contents.
5. Except as approved by the City, no Class A or Class B explosives, Class A poisons, or radioactive material are permitted on the Airport.
6. The City has the right to inspect all tenant premises and to observe tenant activities as a condition and method of preventing unsafe practices.
7. The cleaning of engines or other parts of an airplane within an enclosure shall be with non-flammable liquids. If volatile flammable liquids are employed, cleaning operations shall be carried on in the open air in an area designated by the FBO. The procedures and precautions outlined in the criteria of the National Fire Protection Association entitled, Safeguarding Aircraft Cleaning, Painting and Paint Removal and Aircraft Cabin Cleaning and Refurbishing Operations, will be adhered to in all cleaning and refurbishing operations using flammable fluids, including the storage of such fluids.
8. No company or individual will be allowed to transport flammable liquids into any aircraft area or to refuel aircraft on any portion of the airport property owned by the City prior to securing written authorization from the City.
10. During refueling or defueling, fuel handling vehicles shall be so placed so as to be readily removable in the event of a fire. No more than one refueler shall be positioned to refuel each wing of an aircraft.
11. Each fuel handling vehicle shall be conspicuously marked in letters of contrasting colors, with the word "flammable" on both sides and the rear of the cargo tank, and with

the wording “emergency shut off” and of the appropriate operating instructions required at the emergency operating devices. Each fuel-handling device will also be conspicuously marked on both sides and the rear with the type and grade of fuel it contains.

12. Oxygen system servicing is not permitted during aircraft fueling operations or while other work is performed that could provide a source of ignition.
13. Oxygen system servicing and fuel servicing shall be performed only when the aircraft is located outside the hangar.

SAFETY PROCEDURES – MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Fuel storage areas will be fenced, with gates and warning placards, prohibiting general public access.
2. Fueling an aircraft with one or more of the aircraft’s engines running is prohibited. Hot fueling a helicopter may be permitted by the FBO if a suitable location can be identified.
3. Aircraft and fuel servicing equipment (trucks, carts, hydrants, nozzles) must be bonded to each other and grounded before fuel flow starts.
4. Open flames are not permitted within fifty (50) feet of any fuel service activity or fueling equipment.
5. Fuel service activity will cease when lightning discharges occur within the vicinity of the Airport.
6. Fuel spills in excess of one (1) gallon must be reported to the FBO and City and immediate action taken by the spilling entity to clean up the spill in accordance with all local, State, and Federal regulations.
7. Electric switches and fixtures must be “explosion proof” when installed for use in the immediate vicinity of fuel vapors.
8. Fuel servicing vehicles are prohibited from being parked or stored inside a building.
9. During fuel servicing, two (2) dry chemical fire extinguishers (15 pounds or larger), or CO2 equivalent, must be available for immediate use. The extinguishers may be on the fueling vehicle and must be within 50 feet of the fueling activity. The entity dispensing the fuel is responsible for providing fire extinguishers.
10. All tenants are responsible for supplying and maintaining fire extinguishers on tenant premises.
11. No flammable, corrosive or toxic liquids will be disposed of into or onto storm drains, sewer drains, toilet/shop/hangar drains, aprons, parking lots, roadways, catch basins, ditches, or raw land.

12. Cylinders of compressed flammable gas will not be stored inside any buildings except as provided by NFPA standards and local codes.
13. Storage of flammable liquids, gases, signal flares, or other similar items in any building or structure on the Airport is prohibited unless approved in writing by the City.
14. Open fires of any type are prohibited on the Airport unless approved by the Airport Director.
15. All welding operations shall be conducted in approved welding booths or approved aircraft maintenance areas according to local code.
16. Storage of a volatile compound having a flash point of fewer than 110 degrees Fahrenheit is prohibited on the Airport unless the use of the compound is required for aviation purposes, approved in writing by the local fire marshal, and in a room fireproofed or otherwise fire protected according to code.
17. All fire extinguishing equipment must be inspected and tagged in accordance with NFPA standards and local codes.
18. No person shall intentionally obstruct, delay, physically disturb or interfere with the free movement of any other person on the Airport. Law enforcement officers are exempt from this rule.
19. Hunting on Airport property is prohibited without prior written permission of the City.

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SECTION VI

SECURITY REQUIREMENTS

The following Rules and Regulations pertaining to Airport Security Requirements.

SECURITY REQUIREMENTS REGULATED BY AIRPORT MANAGEMENT

1. RESTRICTED AREAS are established for safety and security reasons. Except for passenger enplaning or deplaning of aircraft, the general public is prohibited from the AOA unless escorted by an authorized Airport or approved Tenant employee. The general public is also prohibited from all other areas of the Airport posted as being RESTRICTED AREAS.
2. Aircraft requiring the presence of security guards or police officers must coordinate this requirement with the City.
3. Only crews, passengers going to and from an aircraft, aircraft service, and maintenance technicians, security or safety personnel, or others as authorized by the FBO, shall be permitted into the AOA.
4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the FBO or City will be considered trespassing and subject to arrest.

SECURITY OF AIRCRAFT AND AOA

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their leasehold premises.
3. Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between the AOA and public areas including assuring that the card entrance gate closes behind the entering vehicle. It is the responsibility of all tenants and tenants to notify the FBO of any unsecured passageways.
4. A breach in security caused by a tenant or tenant employee that results in an FAA or City finding of negligence will be cause to review, fine, and possibly cancel or curtail tenant access to the AOA.

WEAPONS

1. No person will carry a firearm on the Airport except encased sporting weapons carried for shipment. This includes those individuals who may be permitted by a government agency to carry such weapon. This policy shall not apply to duly authorized law enforcement officials in the lawful discharge of their duties.
2. No person shall carry any weapon on the Airport that is generally accepted as one that was constructed for the purpose of serving as a weapon. This would include, but not be limited to, knives with switchblades, knives with a blade of more than 3” long, “brass knuckles”, “Billy clubs”, fireworks, explosives, etc.

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SECTION VII

RULES AND REGULATIONS VARIANCES

VARIANCES

The City shall have the authority to grant such variances as may be in harmony with the general purpose and intent of these Airport Rules and Regulations, or where a literal application of such regulations would result in an unreasonable and unnecessary difficulty or burden, and the relief granted would not be contrary to the public interest, but would do substantial justice and be in accordance with the spirit of these Airport Rules and Regulations. Variances shall be based upon the following standards:

1. Safety concerns;
2. Compatibility with the Airport Layout Plan,
3. Whether any nuisance conditions would be created such as traffic congestion, lighting, etc.;
4. Any other reasonable alternative available to the variance;
5. Self-created problem.

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SECTION VIII

BUILDING AND CONSTRUCTION

HANGAR AND BUILDING REGULATIONS

In order to provide for uniform and desirable development at the Airport, it is desirable to adopt Airport Rules and Regulations, as well as Minimum Standards for the development, construction, and maintenance of Hangars and other Structures. It is the intent and purpose of these regulations to provide for the development and regulation of Hangars and other Structures and Improvements at the Airport by establishing uniform regulations to control the type of construction and to protect the character of the Airport and the surroundings as a whole.

GENERAL CONDITIONS

1. Each Tenant of a Building Site agrees to use the Site only in accordance with the restrictions herein set forth and to refrain from using the Site in any way inconsistent with or prohibited by the provisions of these rules and regulations.
2. All plans for the Structures and Improvements shall be prepared and stamped by registered engineers and/or architects and shall require written approval from the City before any construction can take place. Any surveying required for the location of a leased site will be the responsibility of the Tenant.
3. All plans shall include a general layout, drawn to scale, showing the amount of ground required for the operation of such building in addition to the portion occupied for the building proper. All buildings shall conform to the building code requirements of the City, and be approved by the Alexander City Fire Department.
4. All building construction must begin within one year of lease signing.
5. All buildings must conform to the approved building colors as approved by the City.

DEVELOPMENT STANDARDS

1. No Structure or improvement shall be placed on any Site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these yard provisions:
 - a) Roof overhangs, provided such overhangs are approved in writing by the City as hereinafter provided;
 - b) Steps and walks;
 - c) Driveways and aircraft ramps;

- d) Fences, except no fence shall be placed upon a Site unless specific written approval is given by the City.
2. Where applicable, all fences must meet FAA standards.
3. No tenants, Tenants, or grantees will be permitted to effect structural or decorative changes or additions of any type without prior written permission and approval of the City.
4. After the commencement of construction of any Structure or Improvement, the owner shall diligently prosecute the work thereon, to the end that the Structure or Improvement shall not remain in the partially finished condition any longer than reasonably necessary for completion thereof. The time limit for said completion shall be one (1) year unless delayed due to conditions beyond the control of the owner or otherwise approved by the City.

MAINTENANCE

1. Every Site shall be landscaped so as to prevent erosion of soil.
2. No materials, supplies, equipment, or refuse, including trash containers, shall be stored or kept in any open area on the Building Site.
3. All buildings shall be sturdy and rugged and constructed of masonry, concrete, steel materials, or wood frame and steel siding integrated with proper foundations and concrete slab construction. All designs and colors shall be approved by the City. Building permits must be obtained and all contractors and subcontractors must be properly licensed by the City.
4. All on-site electrical, telephone, water, sewer, gas, cable, or any other utilities shall be provided by the Tenant. Paving from the taxiway to the hangar shall be at the Tenant's expense.
5. No Structure or improvement situated on the site shall exceed 35 feet in height. Tenant shall prepare and file FAA Form 7460-1, *Notice of Proposed Construction and Alteration*, and receive approval from the FAA and Airport Management prior to starting building construction.
6. Tenants, at their own expense, shall keep said Site, Structures, and Improvements in good repair and with a neat and attractive appearance.
7. If maintenance of the site or the exterior of any structure or improvement thereon is not properly performed, the City shall serve written fifteen-day (15) notice to the tenant of the Site. Such notice shall contain a list of all maintenance or other violations.
8. The tenant of the site upon which such notice is served shall have fifteen (15) days to correct the items listed on the notice or as specified in the existing lease document.

SECTION IX

AIRPORT MAP

The following Airport Layout Plan has been included in this AR&R as a means to help identify the Airport property boundaries, AOA, aircraft storage hangars, fuel facilities, etc.

(A copy of the Airport Layout Plan is to be entered here)

SECTION X

SPECIAL EVENTS

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Special Events include, but are not limited to, the following:
 - a. Air Shows
 - b. Balloon Festivals
 - c. Air Races
 - d. Warbird Shows
 - e. Fly-in Meets
 - f. Parachute Team Demonstrations or Competitions
 - g. All events requiring a waiver or permit
 2. All special events require written authorization by the City in the initial planning stage. The authorization will be in the form of a letter of authorization from the City (City) to the special event City in which the City is recognized as involved in the planning process for a specific type of special event. The letter of authorization may be used as an introduction to other local government agencies, the FAA, potential event Citys, and local business leaders. The letter will recognize the special event City as a legitimate representative of a proposed special event, that the type of special event is suitable and compatible with the policies of the City, and that the event City is authorized to pursue the planning process.
- NOTE:** This letter of permission by the City is not a permit or license to proceed with the event. It is merely an authorization to pursue the feasibility and planning process for a special event. This step is necessary so that details of the planning are not allowed to proceed excessively before the City is brought into the process.
3. All special events, whether an entrance fee applies or not, must be officially approved by the City (City) in the form of a Special Events Permit or License.
 4. All special events for which a fee is charged by the City for admission must be coordinated with the City (City) prior to the granting of a Special Event Permit.

NOTE: During this step, the City (City) and special event City will agree on the terms and fee structure for the event, including the percentage of gate receipts, a percentage of gross receipts,

or a fixed fee to be paid to the City, to both offset additional overhead costs associated with the special event and to enhance Airport revenues.

5. The special event City will be required to obtain liability insurance for the event. The insurance policy will name the City and its employees as a “named insured” for the event.
6. The special event City is required to arrange for and reimburse any and all security personnel and costs and other reasonable expenses incurred by the City.
7. A security deposit will be required for all events.

MANDATORY COMPLIANCE BY SPECIAL EVENT CITIES

1. If the special event is expected to attract an attendance of 100 persons or more, the event City must coordinate parking, road, and highway impacts with local police, sheriff, and/or the highway patrol.
2. The event City must prepare and present to the City an “adverse weather” plan for the event.
3. The event City must make arrangements for an ambulance, auto towing, garbage pick up, refuse clean-up, portable restrooms, and structural fire and emergency medical services.
4. The special event must be planned to accommodate the normal ingress and egress of motor vehicles for those users of the Airport, or other business activities normally conducted at the Airport.
5. Airport runways and/or landside closure must be approved and coordinated in advance with the City and FBO and other users of the Airport.
6. A special event that involves aerobatic maneuvers by aircraft must be coordinated with the City and the local Flight Standards District Office (FSDO) of the FAA.
7. Failure of the event City to adequately perform trash and litter clean-up of the Airport and repair or compensation for the damaged property as a result of the special event will be billed for extra overhead expenses and damages by the City.
8. Special Events involving aerial activities that are not of a routine nature for the Airport will require the designation and approval of an “air boss” who is experienced in directing and controlling the aerial activities planned for the event. The person designated as “air boss” must be approved by the City. Events such as regional “fly-ins” will not require an “air boss”.

SECTION XI

SPECIALIZED AERONAUTICAL ACTIVITIES

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Specialized Aeronautical Activities include the following:
 - a. Hot air balloons
 - b. Experimental aircraft
 - c. Home-built aircraft
 - d. Parachute drops. (These aeronautical activities require coordination and regulation through the office of the Airport Director.)
2. Operation of ultralight aircraft into the Airport traffic area, landings, parking, and takeoffs of ultralight aircraft require prior coordination and approval of the City and FBO.
3. The FBO has the authority and responsibility to designate specific runways, taxiways, or other suitable paved or prepared surfaces for occasional ultralight activity.
4. The City and FBO have the authority and responsibility to approve/disapprove requests for use of the Airport facilities for hot air balloon launches, experimental aircraft tests, and home-built aircraft tests to preserve safety.
5. The City has the authority and responsibility to approve/disapprove requests for use of the Airport facilities for parachute drops when the parachute landing zone is on Airport property or impacts the safe operation of aircraft on or around the Airport.
6. All flight activity will adhere to FAA Advisory Circular 90-66A on Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers. The FAA circular provides the procedures for traffic patterns for aircraft lighter than air, gliders, parachutes, rotorcraft, and ultralight vehicle operations. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft. The following information is provided for reference.

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Keys to traffic pattern operations

1. Enter pattern in level flight, abeam the midpoint of the runway, at pattern altitude. (1,000' AGL is recommended pattern altitude unless established otherwise. . .)
2. Maintain pattern altitude until abeam approach the end of the landing runway on the downwind leg.
3. Complete turn to the final at least 1/4 mile from the runway.
4. Continue straight ahead until beyond the departure end of the runway.
5. If remaining in the traffic pattern, commence turn to crosswind leg beyond the departure end of the runway within 300 feet of pattern altitude.
6. If departing the traffic pattern, continue straight out, or exit with a 45-degree turn (to the left when in a left-hand traffic pattern; to the right when in a right-hand traffic pattern) beyond the departure end of the runway, after reaching pattern altitude.

**MANDATORY COMPLIANCE BY OWNERS/OPERATORS OF SPECIALIZED
AERONAUTICAL ACTIVITY EQUIPMENT**

1. Prior to operating any type of specialized aeronautical equipment, the owner/operator of the specialized aeronautical equipment must obtain approval in writing from the City.
2. The owner/operator of such specialized aeronautical equipment will be limited by the FBO to launching, testing, high-speed taxi, or parachute landing to/from specific sites on the Airport. Those sites might be runways, portions of runways, taxiways, clear zones, or other Airport property. Specific site locations may also be limited by designated time of day use.
3. Proof of liability insurance in an amount acceptable to the City is required. Each tenant is required to submit a certificate of liability, listing the City of Alexander City as additionally insured, each year to the City Clerk.

Summary of Recommended Communication Procedures					
			Communication/Broadcast Procedures		
	Facility at Airport	Frequency Use	Outbound	Inbound	Practice Instrument Approach
1.	UNICOM (No Tower or FSS)	Communicate with UNICOM station on published CTAF frequency. If unable to contact the UNICOM station, use self-announce procedures on CTAF.	Before taxiing and before taxiing on the runway for departure.	10 miles out. Entering downwind, base, and final. Leaving the runway.	
2.	No Tower, FSS, or UNICOM	Self-announce on MULTICOM frequency 122.7.	Before taxiing and before taxiing on the runway for departure.	10 miles out. Entering downwind, base, and final. Leaving the runway.	Departing final approach fix (name) or on final approach segment inbound.
3.	No Tower in operation, FSS open	Communicate with FSS on CTAF frequency.	Before taxiing and before taxiing on the runway for departure.	10 miles out. Entering downwind, base, and final. Leaving the runway.	Approach completed/ terminated.
4.	FSS Closed (No Tower)	Self-announce on CTAF.	Before taxiing and before taxiing on the runway for departure.	10 miles out. Entering downwind, base, and final. Leaving the runway.	
5.	Tower or FSS not in operation	Self-announce on CTAF.	Before taxiing and before taxiing on the runway for departure.	10 miles out. Entering downwind, base, and final. Leaving the runway.	

SECTION XII

NIGHT TIME RESTRICTIONS AND NOISE ABATEMENT

There are no additional restrictions on Night Time Operations at the Airport.

Pilots shall observe all Noise Abatement policies adopted by the City. Such policies shall be posted in the Terminal Building in a conspicuous location and elsewhere on the Airport as the City deems appropriate and regulations require.

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SECTION XIII

VIOLATION PENALTIES AND FINES

Violation of these Airport Rules and Regulations will result in warnings, fines, penalties, and/or violators being prohibited from using the Airport.

1. Enforcement Authority Any police officer with arrest powers at the Airport, or any other individual so designated by the City, shall have the right and power to enforce any and all rules and regulations contained herein.
2. Violators Prohibited Use of Airport Sometimes a violation of these Rules and Regulations will be so severe that in the opinion of the person with enforcement authority, that the violator/s should be prohibited from the use of the Airport. In this instance, the act will be immediately reported to the City, who will be the final decision authority, as to the severity of the punishment. However, the person with enforcement authority has the power to immediately restrict an individual from the Airport until such time as the City rules on the issue.
3. Fines and penalties shall not exceed \$1,000 per violation.

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SECTION XIV

INSURANCE AND LIABILITY

1. General Liability. Tenant shall maintain at all times during the term of this Lease a policy of liability insurance, with a carrier and in a form satisfactory to City, to cover both the Tenant as the primary insured party and City as an additional insured party by endorsement, insured against bodily injury, including death, and property damage for which the Tenant may be liable, with “occurrence” coverage of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury or property damage.

Property Insurance. City, at its own option, may maintain fire and extended coverage on the Leased Premises, but City shall not be obligated to invest any insurance proceeds in the repair or restoration of any improvements damaged or destroyed in any event or occurrence covered by the insurance. The City shall not, in any event, be responsible for the loss or damage of such property, or any property of Tenant, whether or not insured.

Additional Insurance. Tenant shall provide such insurance coverage in addition to the coverage specified above as Tenant may be required to carry by any state or federal law or regulation. Evidence of such additional insurance shall be provided to City within thirty (30) days after written notice from City to the Tenant of the requirement for such additional insurance.

2. Other Provisions:

1. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects the City, its officers, officials, employees, and volunteers; or the Tenant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
2. Insurance required of Tenant under this Lease shall be primary as to any covered loss, debt, or obligation of City. Any insurance maintained by City, its officers, officials, agents, employees, or volunteers shall be in excess of the Tenant’s insurance and shall not contribute to it.
3. Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City at the address provided below.
4. Upon execution of this Lease and/or upon the City’s demand, the Tenant shall furnish City with certificates of insurance, with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

5. Tenant shall direct insurance provider to send insurance renewal certificates to the City, Attention: Airport Manager and City Clerk, on an annual basis.
3. **Indemnity**. To the fullest extent allowed by law, Tenant agrees to save, indemnify, hold harmless and defend the City, its officers, employees, agents, volunteers, and elected and appointed officials from and against any and all claims, demands, damages, liabilities, costs, attorneys' fees, and all other damage and detriment whatsoever to any person or entity whatsoever, including without limitation the agents, servants, employees, and guests of Tenant, arising out of or related to claims of injury to, or death of persons, or to claims of damage to the Leased Premises occurring or resulting directly or indirectly from this Lease or Tenant's use or occupancy of the Leased Premises or from Tenant's activities on or about the Leased Premises. Such indemnity shall include, without limitation, the obligation to provide all costs of defense against any such claims, provided that such indemnity shall not extend to any loss arising from the City's sole negligence or willful misconduct. In addition, Tenant shall save, indemnify, hold harmless and defend the City from any and all loss, cost, damage, injury, or expense arising out of, or in any way related to, claims for work or labor performed, or to claims for materials or supplies furnished to, or at the request of Tenant, or in connection with the performance of any work done for the account of Tenant on the Leased Premises.
4. **Waiver of Security**. Tenant acknowledges that City provides no continuous security for the Leased Premises nor for the T.C. Russell Field Airport, and Tenant agrees that neither City nor its officers, servants, employees, agents, volunteers nor its elected or appointed officials shall be liable for any loss of or damage to Tenant's property due to theft, vandalism or forces of nature.
5. **Release of Liability of City and its Agents**. Tenant hereby assumes all risks to the person and property of Tenant on and about the Leased Premises and the associated T.C. Russell Field Airport, and hereby releases and forever discharges the City, its officers, servants, employees, agents, volunteers, and elected and appointed officials of and from any and all liability which might arise from the acts or omissions, of the City, its officers, servants, employees, agents, volunteers, and elected and appointed officials.

APPENDIX A

DEFINITIONS

A. Aircraft

- (1) **Aircraft** - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.
- (2) **Air Charter or Taxi** - the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator.
- (3) **Aircraft Fuel** - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.
- (4) **Aircraft Operation** - an aircraft arrival at, or departure from, the Airport.
- (5) **Aircraft Owner** - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.
- (6) **Aircraft Parking and Storage Areas** - those hangar and apron locations of the Airport designated by the City for the parking and storage of aircraft.
- (7) **Aircraft Rental** - the commercial operation of renting or leasing aircraft to the public for compensation.
- (8) **Aircraft Sales** - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- (9) **Airport Reference Codes** – FAA Advisory Circular 150/5300-13 Airport Design defines the Airport Reference Code (ARC) as “a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport.” The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold siting standards.
- (10) **Based Aircraft** - an aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage.

B. General

- (1) **Aeronautical Activity** - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an “aeronautical activity.”

(2) **Airframe and Power Plant Maintenance** - the commercial operation of providing airframe and power plant services, which includes service, 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. This category of service also includes the sale of aircraft parts and accessories.

(3) **Airframe and Powerplant Mechanic (A&P)** – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

(4) **Airport** – the T.C. Russell Field, and all of the Airport-owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. “Airport” includes all of its facilities as shown on the most current Airport Layout Plan.

(5) **ALP** - the currently approved Airport Layout Plan or Drawing depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

(6) **Commercial Aeronautical Activity** - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial business activity that involves makes possible or is required for the operation aircraft, or which contributes to or is required for the safety of aeronautical operations.

(7) **Commercial Operator (Operator)** - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

(8) **Exclusive Right** - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, contract, license, lease, and permit or by the imposition of unreasonable standards or requirements, or by any other means.

(9) **General Aviation** - all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

(10) **Hazardous Material** - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Alabama, or Auburn University.

(11) **Minimum Standards** - the qualifications or criteria, which may be established by the City as the minimum requirements that shall be met by individuals or businesses engaged in commercial aeronautical activities for the right to conduct those activities on the Airport.

C. Governmental

(1) **Airport Director** – The designated individual or duly authorized individual appointed by the City to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects.

(2) **FAA** - the Federal Aviation Administration, as established in 1967 within the Department of Transportation of the United States Government, has the responsibility of promoting safety in the air, by both regulation and education.

(3) **FAR** - the Federal Aviation Regulations as published by the FAA that governs the operation of aircraft, airways, and airmen, Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).

D. Fueling

(1) **Fueling or Fuel Handling** - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

(2) **Fuel Storage Area** - any portion of the Airport designated temporarily or permanently by the City as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

(3) **Self-Service Fueling** - the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

E. Lease and Agreements

(1) **Lease** - the written contract between the City and an Operator (Tenant) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.

(2) **Sublease** - A written agreement, approved by the City, stating the terms and conditions under which a third party Operator leases space from a Tenant for the purpose of providing aeronautical services at the Airport.

(3) **Agreement** - the written agreement between the City and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the right and obligations of the respective parties.

(4) **Permit** - administrative approval issued by the City to a person or company to conduct commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

(5) **Person** - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

F. Services

- (1) **Avionics Sales and Maintenance** - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments, and accessories. Such operation may include the sale of new or used aircraft radios, instruments, and accessories.
- (2) **Fixed Base Operator (FBO)** - a full-service commercial operator who is authorized to engage in the primary activity of aircraft refueling and a minimum of two (2) of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangars rentals.
- (3) **Flight Training** - the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.
- (4) **Flying Club** – a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.
- (5) **Preventive Aircraft Maintenance** - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.
- (6) **Self-Service** – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.
- (7) **Specialized Aviation Service Operation (SASO)** - a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, and sales, and aircraft storage.

G. Infrastructure

- (1) **Air Operations Area or AOA** - the area of the Airport located inside the area encompassed by the security fencing.
- (2) **Roadway** - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.
- (3) **Taxilane** - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.
- (4) **Taxiway** - a defined path established for the taxiing of aircraft from one part of the Airport to another.
- (5) **UNICOM** - a two-way communication system operated by a non-governmental entity that provides airport advisory information.
- (6) **Vehicle Parking Area** - any portion of the Airport designated and made available temporarily or permanently by the City for the parking of vehicles.