

RESOLUTION

To Authorize and Approve the Rental Amount for all Hangars at Thomas C. Russell Air Field and to Authorize the Mayor to Adjust the Rates Periodically based on Fair Market Value

WHEREAS, the City of Alexander City (“City”) owns and operates the Thomas C. Russell Air Field; and

WHEREAS, the City presently leases thirty (30) hangars which include T-Hangars, Box Hangars and Land Lease Hangars to the general public; and

WHEREAS, as the terms of the leases expire new lease agreements will be entered into; and

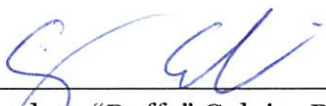
WHEREAS, the proposed hangar rental rates are \$2.25 per square foot, as attached “Exhibit A”; and

WHEREAS, the T-Hangars on Rows A & B have a set fee of \$150.00 with doors, \$125.00 without doors, and the T-Hangars on Rows F & G have a set fee of \$250.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the attached rates represent Fair Market Rental Value, as may be determined by Fair Market Value, including demand for rentals and data from municipalities of similar size and characteristics of Alexander City, Alabama. This rate shall apply to all hangars located at Thomas C. Russell Air Field, effective June 1, 2023.


BE IT FURTHER RESOLVED that the Mayor is hereby authorized to adjust the rates based on Fair Market Value in accordance with the Airport Hangar Rental Agreement, “Exhibit B”.

ADOPTED THIS 20TH DAY OF MARCH, 2023.



By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF MARCH, 2023.



By: Stephanie J. Southerland
City Clerk

APPROVED:



By: Curtis "Woody" Baird
Mayor

Yeas: Tapley, Colvin, Hardy, E. Brown, C. Brown, Keel

Nays: None

Hangar Numbers	Dimensions	Dimensions	Total Sq. Feet	Rental Rate	Per Sq. Foot
C-1	62	100	6200	\$ 1,163.00	\$ 2.25
C-3	85	60	5100	\$ 956.00	\$ 2.25
C-4	60	70	4200	\$ 788.00	\$ 2.25
D-1	80	65	5200	\$ 975.00	\$ 2.25
D-2	60	70	4200	\$ 788.00	\$ 2.25
D-3	72	60	4320	\$ 810.00	\$ 2.25

ROWS A & B

* with doors \$ 150.00

*without doors \$ 125.00

ROWS F & G

\$ 250.00

Airport Hangar Rental Agreement (T-Hangars and Box Hangars)

THIS AGREEMENT is made between the **City of Alexander City**, hereafter **Lessor**, and the undersigned, _____ hereafter **Lessee**. The **Lessor**, in consideration of the conditions set forth, leases to Lessee that portion of the Thomas C. Russell Field Airport situated in the County of Tallapoosa, State of Alabama known and described as **HANGAR NUMBER** _____ (the "Premises") commencing on **DATE** _____ (Commencement Date).

Lessor and Lessee, in consideration of the conditions set forth, agree as follows:

- TERM:** Except as otherwise provided herein, the Premises are leased for ONE YEAR beginning on January 1st of each year. If the premises are leased prior to January 1st, the rent will be payable for only the months in the year leased.

Provided the Lessee is not in default under the Lease, the Lease may be extended for an additional year with a beginning date of January 1 of the new year. The rent will be adjusted annually in the sole discretion of the Lessor. The Lessor shall give _____ days notice of the amount of adjustment. Either party may terminate the lease by giving the other party sixty (60) days written notice to terminate.-Lessee shall be obligated to pay rent and abide by the terms of the lease from the date of notice of termination to date of vacation of the premises or for sixty (60) days after written notice of election to terminate, whichever date is longest.

- RENTAL FEE:** The rent of \$ _____ per month shall be paid in advance on or before the first day of each calendar month beginning **START DATE**, and shall continue to be paid as long as this Agreement remains in full force and effect. Utilities are included as to T-Hangars. Lessee shall be responsible for all utilities in Box Hangars. The rent will be adjusted annually in the sole discretion of the Lessor.

INSERT ANY OTHER FEES ASSOCIATED WITH THE AGREEMENT HERE

Lessee agrees to pay a late fee of \$10.00 per day for each day the rent amount is due and remains unpaid.

All rent payments, security deposit, and late fees shall be made by certified check, personal check or money order payable to the City of Alexander City and delivered to one of the following addresses on or before the due date and without demand:

LESSOR'S NAME AND ADDRESS:

- SECURITY DEPOSIT:** Upon execution of this Agreement, **Lessee** shall deposit an amount equal to one months' rent (as referenced in paragraph 2 above) as a Security Deposit with **Lessor**, as security for any damage caused to the Premises during the term. The Security Deposit shall be returned to **Lessee**, without interest, and less any set off for damage to the Premises upon the termination of this Agreement.
- TAXES:** Any and all taxes or fee assess by any governmental unit shall be the responsibility of the Lessee.
- AIRCRAFT:** The Aircraft to be stored are identified as follows:

Registered Owner:	
Lessee Interest in Aircraft:	
Make & Model of Aircraft:	
FAA Aircraft Registration Number:	
Lessee Mailing Address:	
Lessee Telephone Number:	

Lessee Email Address:	
Emergency Contact Name and Telephone Number:	

The aircraft shall be “airworthy” as defined by the FAA and Lessee shall give proof of a current annual or conditional report.

Lessee may substitute aircraft, however, Lessee must notify Lessor, in writing, prior to any change in the stored aircraft information furnished above. If the aircraft is inoperable for a period in excess of 60 days, the Lessee must notify the Lessor.

If Lessee sells the aircraft, the Lessor must be notified in writing within 10 business days of the sale and the Lessee has ninety (90) days in which to replace said aircraft. Lessor may grant an extension to the period to replace the aircraft, upon written request by Lessee. If an aircraft is not owned at the time the hangar lease is consummated, Lessee has ninety (90) day to obtain an aircraft. Prior to placing any aircraft in the Premises, Lessee shall provide Lessor in writing the aircraft information, per the AIRCRAFT section of this document.

- 6. **SURRENDER OF POSSESSION:** Upon the expiration of the term of this Agreement, or earlier termination, the Lessee will yield possession of the Premises to the Lessor without further notice. The Lessee agrees to leave the Premises in good condition, ordinary wear and tear excepted.
- 7. **CONDITION OF PREMISES:** No representations as to the condition or repair of the Premises have been made by Lessor, its agents or employees to Lessee prior to or at the execution of this Agreement that are not herein expressed or endorsed herein. Lessee has examined the Premises prior to accepting same and prior to the execution of this Agreement, and Lessee is satisfied with the physical condition thereof, and taking possession shall be conclusive evidence of Lessee’s receipt thereof in good order and repair.

The Lessor, by the terms of this Agreement or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of said Premises or appurtenances thereto, except to keep the Premises in a decent, safe, and sanitary condition. The Lessee has the obligation to maintain Premises in the same condition in which the Premises were presented, and will not allow Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

- 8. **RIGHT OF ENTRY:** Lessor, its employees and agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of making ordinary inspections and undertaking non-emergency activities; provided, however, that nothing in this section shall be construed to limit or diminish Lessee’s rights of entry at any time.

Since both the Lessor and the Lessee share the Premises, neither party shall take any measures to restrict the other party’s external access to the Premises. To secure the Premises, the Lessor will issue each Lessee one (1) key and will maintain a master key. Lessee is responsible for all locksmith costs should Lessee lose its keys. Lessee shall not replace the lock provided.

- 9. **USE OF PREMISES:** Lessee agrees to use the Premises primarily for the purpose of storage of aircraft and aircraft-related maintenance equipment and property. Painting is prohibited. Use of the Premises for any other non-aviation purpose without the consent of the Lessor is strictly prohibited except for incidental non-aviation items that do not interfere with the aeronautical use of the space. Violation of this provision may result in termination of this Agreement by Lessor and/or Lessor may require removal of non-aviation personal property. Except as prohibited by the Airport Rules and Regulations Lessee shall be allowed to perform preventative maintenance in the Premises on its own aircraft in accordance with Federal Aviation Regulations.

No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Waste oil of any type or quantity is prohibited. Lessee shall abide by all State, Federal and local laws regulating the transportation of flammable liquids and protecting the environment.

Engine heaters shall be of such a size as to not overload the electric system. Fuel-fired, hot-air type heaters are permitted if attended on a continuous basis while in use. Electric space heaters are prohibited.

10. **ALTERATIONS:** The Lessee may not make any alterations to the Premises without first securing permission in writing from Lessor to do so. Lessee agrees to not attach any hoisting or holding mechanism to any part of the Premises or pass any such mechanism of the structure of the Premises.
11. **ASSIGNMENT:** The Lessee may not assign or sublet the whole or part of the Premises without first securing permission in writing from Lessor to do so.
12. **COMPLIANCE WITH REGULATIONS AND LAWS:** Lessee agrees to abide by all current and future Rules and Regulations of the Federal Aviation Administration, the State of Alabama and any public authority having jurisdiction over the airport, as well as the Airport Rules and Regulations, a copy of which Lessee acknowledges it has received and read. Lessor reserves the right to revise, waive portions of, or create additional documents pertaining to the function of the airport. Such updated or additional documents will be provided to Lessee and/or be made publicly available on the Airport's website, WEBSITE, as determined appropriate by Lessor. Willful disregard by Lessee of said Rules and Regulations is cause for immediate termination of this Agreement by Lessor and is an event of Lessee's default.

The agreement shall be subordinate to the provision of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the **Thomas C. Russell Field Airport**, the execution of which has been or may be required as a condition precedent to the expenditure of Federal fund for the development of the Airport.

13. **CONTROL OF ACCESS:** Lessee shall be responsible for and take all reasonable measures necessary to prevent any and all unauthorized vehicles or pedestrians from entering the restricted areas at **Thomas C. Russell Field Airport**. The restricted areas include, but are not limited to runways, taxiways and aircraft parking areas. Lessee's private vehicle shall be allowed to be placed in the Premises when the aircraft is removed for a trip. No private vehicle parking is allowed in the Airport Operating Area as described by the Lessor unless otherwise approved by Lessor.
14. **INSURANCE:** The Lessor does not insure said Premises or appurtenance against fire or any other risk and liability, and Lessee hereby waives any and all rights to claim damages from Lessor, its agents, officers and employees for any loss, damages, death or injury which may result from any and all causes including, but not limited to, fire or other risk, or caused by or resulting from any repairs, replacements or improvements to the premises not having been made.

Before Lessee enters into possession of the Premises, Lessee shall provide Lessor with a current Certificate of Insurance with coverage of a minimum of \$1,000,000.00 general liability and property damage insurance and aircraft hull insurance covering the value of the aircraft. Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect Lessor, its agents, officers and employees against any and all liability for death, injury, loss or damage against which Lessee has herein below undertaken to indemnify and hold harmless Lessor, its agents, officers and employees. The Certificate of Insurance shall name Lessor and its agents, officers and employees, as additional insured parties, as its interests may appear. The Certificate of Insurance shall be with an insurance company acceptable to Lessor and duly authorized to do business in the State of Alabama. Lessee shall also provide Lessor, upon the same terms and conditions as outlined above, with a Certificate of Insurance for any renewal or extension of the Policy or any new Certificate of Insurance with a new carrier, including renewal thereof. The original Certificate of Insurance, all renewals thereof and any new Policies or Certificates of Insurance with new carriers shall be for a term covering the term of the lease.

The Lessee agrees that if the Premises are rendered untenable by fire or any other reason, this Agreement shall instantly terminate, and upon termination of this Agreement, for whatever reason or cause, said Lessee will yield and surrender said Premises and appurtenances to the Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear and loss by fire or damage resulting from an outside agent excepted. The security deposit, as provided herein, may also be used to defray the cost of repairs due to damages caused by said Lessee, except as herein excluded.

15. **INDEMNIFICATION:** In the event that death or injury occurs to any person or loss, destruction or damage occurs to any property including, but not limited to, the person or property of the parties hereto, in connection with Lessee's occupation of the aforesaid Premises or operations, occasioned in whole or in part by the acts or omissions of Lessee, its agents or employees, Lessee agrees to indemnify and hold harmless Lessor and

its agents, officers and employees from and against any losses, claims or demands to which Lessor may be subject as a result of such death, injury, loss, destruction or damage.

16. **DEFAULT:** Lessee shall be deemed to be in default under this lease in that Lessee fails to pay any rent when due hereunder and fails to cure such default within twenty (20) business days of written notice from Lessor of such failure. Lessee violates, or fails to comply with any other provision of the lease and fails to cure such default within ten (10) business days of written notice from Lessor. If Lessee has previously violated a term, condition or covenant of this Lease and is provided with notice of and opportunity to cure such violation, any subsequent violation of the same term, condition or covenant shall constitute and Event of Default without further notice or opportunity to cure. Lessee will be in default if Lessee use Premises for any illegal purpose or in connection with any illegal activity.
17. **ATTORNEY FEES:** The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Agreement; and all parties agree that the covenants and agreements herein contained shall be binding upon and inure to the benefit of their heirs, executors, administrators and assigns.
18. **GOVERNANCE:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama. The Lessor and Lessee agree that if part of this Agreement is found to be unenforceable or contrary to the statutes of the State of Alabama, the remainder of the Agreement will remain in full force and effect.
20. **PARAGRAPH HEADINGS:** The heads to paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
21. **ENTIRE DOCUMENT:** The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way, except by a written amendment signed by all the parties hereto.

No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

22. **NOTICE:** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by U.S. certified mail, return receipt requested, addressed as follows:

All notices to the **Lessor** will be sent to

LESSOR'S NAME: CITY OF ALEXANDER CITY
ADDRESS: _____

All notices to the **Lessee** will be sent to same mailing address as listed under the AIRCRAFT Section of this document.

Lessee:

Lessee Name

Date

Lessor:

Lessor Name - CITY OF ALEXANDER CITY
Lessor Title

Date