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UNTIL 12/17/2020
APPROVED 12/17/2020

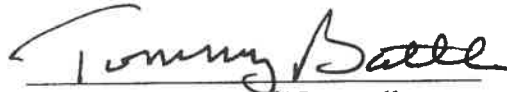
RESOLUTION NO. 20-1080

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to execute a Non-Commercial Recreational Use Sub-Licensing Agreement by and between the City of Huntsville, and Rocket City Radio Controllers, Inc., which said Amendment is substantially in words and figures as that certain document attached hereto and identified as "Non-Commercial Recreational Use Sub-Licensing Agreement by and between the City of Huntsville, and Rocket City Radio Controllers, Inc.", consisting of nine (9) pages including Exhibit A, and the date of December 17, 2020, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 17th day of December, 2020


President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 17th day of December, 2020


Mayor of the City of Huntsville,
Alabama

Non-Commercial Recreational Use
Sub-Licensing Agreement between
Rocket City Radio Controllers, Inc. and
the City of Huntsville

STATE OF ALABAMA)
COUNTY OF MADISON))

**NON-COMMERCIAL RECREATIONAL
USE SUB-LICENSING AGREEMENT**

This Non-Commercial Recreational Use Sub-Licensing Agreement made this the 17th day of December, 2020, between Rocket City Radio Controllers, Inc., a private non-profit corporation in the State of Alabama ("RCRC"), and the City of Huntsville, a municipal corporation under the laws of the State of Alabama (the "City").

WHEREAS, City is the Licensee of property identified on Exhibit "A" hereto in the certain Non-Commercial Recreational Use Licensing Agreement between City and the Solid Waste Disposal Authority ("SWDA"),

WHEREAS, City and RCRC desire to enter into a Non-Commercial Recreational Use Sub-Licensing Agreement with regard to the property identified in Exhibit "A" hereto;

WHEREAS, SWDA consents to RCRC's non-commercial recreational use of the property identified in Exhibit A and set forth in this sub-licensing agreement between the City and RCRC; and

WHEREAS, the City has determined that entering into this sub-licensing agreement will serve a public purpose.

WITNESSETH:

That in consideration of the respective representations and agreements herein contained, the parties hereto hereby agree as follows

SECTION 1 DEFINITIONS The following words and phrases and others evidently intended as the equivalent thereof shall, unless the context clearly and unequivocally indicates otherwise, have the following respective meanings.



President of the City Council

December 17, 2020

Date

1 The Property A portion of The Landfill not in current use for waste disposal purposes by SWDA, and which is further described on a map or plat thereof attached thereto marked "Exhibit A."

2 The Landfill. The property conveyed to SWDA by the City by deed dated the 22nd day of December, 1988, and recorded in Deed Book 723 at page 135, in the Probate Records of Madison County, Alabama.

3 Recreational Use or Recreational Purpose. Participation in or viewing of activities including, but not limited to, aerial sports, and any related activity, and when approved by SWDA pursuant to Section 4 cf. that certain Non-Commercial Recreational Use Licensing Agreement between SWDA and City (including the property referenced herein), any other non-commercial recreational use enumerated in Code of Alabama, 1975, §35-15-21(3)

4 Person. Any individual, regardless of age, maturity, or experience.

5 Commercial Recreational Use. Any use of land for the purpose of receiving consideration for opening such land to recreational use where such use or activity is profit-motivated. Consideration does not include any benefits provided by law in accordance with Code of Alabama, 1975, § 35-15-20, et. seq., any other state or federal law, or in the form of good will for permitting recreational use as stated in Code of Alabama, 1975, § 35-15-20, et. seq., nor does consideration include a charge by the landowner for maintenance fees where the primary use of the land is for other than public recreational purposes.

SECTION 2. SUB-LICENSE. For the purpose of providing an outdoor area for non-commercial recreational use by persons admitted thereto by RCRC, its employees or agents, City hereby grants a revocable sub-license to RCRC to occupy and permit the non-commercial recreational use of the property as herein defined, as a flying site for radio controlled devices, subject to the following provisions.

A. RCRC shall permit use of the site only by qualified persons, and shall issue use permits to such qualified persons. RCRC may charge a reasonable issuance fee for such permits.

B RCRC may close the flying site no more than four (4) days per month for non-commercial recreational use, RCRC sponsored events, and no more than the duration of special district, regional, and national events whenever they occur

C RCRC shall charge no fee, except entry fees, to participants in RCRC sponsored events.

D RCRC shall require all persons issued use permits to abide by rules and regulations promulgated by Academy of Model Aeronautics ("AMA") and by RCRC Flying Field Regulations, enforce said rules and regulations, and provide each person issued a use permit a copy of said rules and regulations.

E. RCRC shall maintain the flying site, except the large overfly areas, access road, parking lot, and runway, at a reasonable standard of cleanliness and repair. RCRC shall maintain and, when necessary, replace on-site work tables and benches, provide commercial garbage and trash pickup at the flying site, and provide and maintain "No Flying Without a Permit" signs. RCRC shall provide a portable toilet equipped for, and accessible to, the disabled at the flying site, with a service schedule acceptable to the City of Huntsville.

F. RCRC shall maintain a list of persons to whom RCRC has issued permits and denied permits (with the reason for such denial), and allow the City to inspect said list at any time upon request.

G. RCRC shall maintain a sign-in log of all persons using the flying field, and allow City to inspect said log at any time upon request.

H. RCRC shall provide, maintain, and operate an appropriate frequency control board at the said flying site.

I. RCRC shall contact the City's Division of Recreation Services' Superintendent of Community Events for all necessary communication between RCRC and the City. If unavailable, contact the Manager of Recreation Services.

J. RCRC shall provide the City an annual accounting of receipts and disbursements related to the flying site. The annual accounting of receipts and disbursements shall be submitted directly to Internal Auditor, City of Huntsville, P O Box 308/308 Fountain Circle, Huntsville, Alabama 35804/35801, with copy to be sent to the Recreation Services Events Coordinator at the same address.

K. Neither RCRC nor its agents, or employees shall have any authority to obligate City to any indebtedness or other obligation without having obtained specific written approval thereof, by resolution, from the City Council of the City of Huntsville, Alabama.

L. RCRC shall be deemed in all respects to be a licensee and not an agent, joint venturer or partner of City. All of the services to be performed for City under this Agreement are to be performed by Rocket City Radio Controllers, Inc., who may utilize the customary services of others under its direct supervision, without further expense or cost to City. RCRC shall be responsible for all salaries, wages, taxes, unemployment compensation, workers' compensation or other "benefits" of its employees, and does hereby indemnify and hold harmless the City from any obligations therefor.

M. RCRC shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Products/Completed Operations
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis, and shall specifically insure RCRC against all liability assumed by it hereunder as well as liability imposed by law. The City and SWDA, and their officers, employees, elected officials, agents, contractors and specified volunteers, shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City and SWDA, their officers, employees, elected officials, agents, contractors or specified volunteers, except it shall be limited except in the case of the indemnitee's or indemnitees' sole negligence. Coverage under RCRC policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City or SWDA coverage is noncontributory. RCRC shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City or SWDA to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL and SWDA, their officers, employees, elected officials, agents, contractors and specified volunteers

Attn. City Attorney
P O Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City prior to RCRC entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

N RCRC shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City and SWDA, their officials, officers, elected officials, employees, agents, contractors and volunteers, performing an authorized city/corporate function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). RCRC's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. RCRC's duties hereunder shall survive the termination or expiration of this Agreement.

SECTION 3 TERM. The term of this Agreement shall be January 1, 2021, through December 31, 2021, and shall be automatically renewed for one (1) additional year at the end of each calendar year thereafter, for a maximum of twenty-five (25) years, unless terminated by one of the parties as provided herein.

SECTION 4 USE. RCRC shall use and permit the use of the property only for Non-Commercial Recreational Uses or Purposes, as defined herein. It is understood that the only permitted use to be made of the Property by RCRC is for aerial sports, and specifically as a flying site for radio controlled flying devices. The use of the property is therefore limited to establishment and operation of a landing and flying area for and in connection with the flying of such radio controlled flying devices.

SECTION 5 CANCELLATION Each party shall have the right to cancel this Agreement at any time, without cause, upon giving thirty (30) days written notice to the other

SECTION 6. MAINTENANCE. The City will.

A. Provide grass cutting in the large overfly areas of the site, and install and maintain any access roads, parking lots or areas, and runway areas to a reasonable standard of cleanliness and repair; and

B. Delineate the flying site by appropriate markers.

SECTION 7 PRIMARY USE OF LAND It is understood that the primary use of the Property by SWDA is as a closed sanitary landfill. SWDA continues to have responsibility for maintenance of the Property as a closed sanitary landfill in accordance with federal and state law, and therefore shall have access to the Property at all times for inspection and/or maintenance. The City, its employees and agents, and RCRC and its agents shall deny public access to the Property during all times when SWDA, its employees or agents, are performing maintenance on the property

SECTION 8 COMMERCIAL USE, MAINTENANCE FEES RCRC will not permit any Commercial Recreational Use of the Property, however, RCRC may charge and/or permit its employees or agents to charge reasonable fees to non-commercial users, but only for issuance of reasonable use permits, and as reimbursement for maintenance and other costs incurred by RCRC and its agents, in connection with this license.

SECTION 9 RCRC agrees that it will abide by and respect all of the terms of the Non-Commercial Recreational Use License Agreement between City and SWDA referenced hereinabove.

IN WITNESS WHEREOF, City and RCRC have caused this Agreement to be executed in their respective cooperate names, have caused their corporate seals to be hereunto affixed, have caused this Agreement to be attested, all by their duly authorized officers, in several counterparts, each of which shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF HUNTSVILLE, a municipal corporation
in the State of Alabama**

By: Tommy Battle
Tommy Battle, Mayor

ATTEST

By: Kenneth Benion
Kenneth Benion
City Clerk Treasurer

**ROCKET CITY RADIO CONTROLLERS, INC ,
a private, non-profit corporation in the State of
Alabama**

By: Robert G. Templeton
Bob Templeton, President
P O Box 2163
Huntsville, Alabama 35804

WITNESS

By: James S. Larratt

**APPROVED BY:
SOLID WASTE DISPOSAL AUTHORITY, a public
corporation in the State of Alabama**

By: John "Doc" Holladay
John "Doc" Holladay, Director
5251 Triana Blvd., S W
Huntsville, Alabama 35805

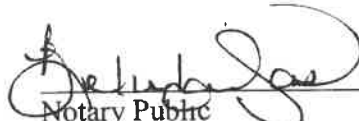
WITNESS.

By: John "Doc" Holladay

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for the County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day

GIVEN under my hand and official seal this the 17th day of December, 2020




Notary Public
Date Commission Expires 7/31/2024

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Bob Templeton, as President of Rocket City Radio Controller, Inc., a private, nonprofit corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day

GIVEN under my hand and official seal this the 14th day of December, 2020



Notary Public
Date Commission Expires.

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for the County, in said State, hereby certify that John "Doc" Holladay, as Director of the Solid Waste Disposal Authority, a public corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day

GIVEN under my hand and official seal this the ____ day of _____, 2020

Notary Public
Date Commission Expires.

Imagery Collected by Unmanned Aircraft Systems (UAS)

