

The City Council of the City of Tuskegee met in **Regular Session on Monday, February 10, 2020** at 6:04 P.M. in the L.M. Gregg Auditorium at the Municipal Complex located at 101 Fonville Street, Tuskegee, Alabama.

1. **CALL TO ORDER.** Mayor Lawrence F. Haygood, Jr.
2. **INVOCATION.** Melvin Adams.
3. **PLEDGE OF ALLEGIANCE.** Repeated in Unison.
4. **ROLL CALL.** Fartima B. Clark, City Clerk.

**PRESENT**

Mayor Lawrence F. Haygood, Jr.  
Council Member-at-Large Annie L. Brown  
Council Member Frank Christopher Lee, II  
Council Member Ala Whitehead  
Council Member Shirley W. Curry

***All Members of the Council were present.***

5. **APPROVAL OF AGENDA.**

Motion was made by Council Member Curry to accept the agenda as circulated. Council Member Whitehead seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

6. **APPROVAL OF MINUTES.** (January 14, 2020)

- A. Minutes for January 14, 2020.

Motion was made by Council Member Whitehead to accept and approve the minutes for January 14, 2020 as circulated with any necessary changes and/or corrections. Council Member Curry seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

7. **MAYOR'S COMMUNICATIONS.** Mayor Lawrence "Tony" Haygood, Jr.

- A. City Council Work Session.
- B. Election Items:
- February 25<sup>th</sup> Deadline:
  - ✓ Mayor/Council: *Salary Adjustments* (§11-43-2, §11-43-80)
  - ✓ Mayor/Council: *decide to elect at large or by districts* (§11-43-2, §11-43-63)
  - ✓ *Last day to provide an ordinance for a procedure for the appt. of additional election officials to receive, count, and return the absentee ballots cast at the election* (§11-46-27, §17-11-10 & §17-11-11)
- C. Announcements.

8. **TU SGA /OTHER AGENCIES, ETC. COMMUNICATIONS.** NONE.

9. **CITY MANAGER'S COMMUNICATIONS.** Kevin L. Owens, Temporary Acting City Manager.

- A. Chief's Presentations:
- Police Dept.
  - Fire Dept.
- B. Council Updates / Concerns.
- C. Street Maintenance Report.
- D. Financial Report. (Frankie L. Williams)

Motion was made by Council Member-at-Large Brown to receive the Financial Report as circulated and presented by Ms. Frankie L. Williams, Finance Director. Council Member Whitehead seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

- E. Head Start Report: (Ms. Taquila Monroe)
  - 1. Executive Director's Report (Jan. 2020)
  - 2. Revenue & Expenditures Report including Credit Card Report. (Jan. 2020)
  - 3. Monthly Summary of Meals and Snacks Provided through USDA. (Jan. 2020)
  - 4. Education/Disabilities Report. (Jan. 2020)
  - 5. Enrollment Report and Attendance Report. (Jan. 2020)

Motion was made by Council Member-at-Large Brown to receive the Head Start Report as circulated and presented by Ms. Taquila Monroe, Head Start Director. Council Member Lee seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

Motion was made by Council Member Whitehead to approve the Head Start Disabilities Waiver. Council Member-at-Large Brown seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

Motion was made by Council Member-at-Large Brown to approve the Head Start Early Head Start Teacher Waiver. Council Member Curry seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

- F. Announcements:
  - City of Tuskegee will be CLOSED on Monday, February 17, 2020 in Observance of President's

10. **ORDINANCES:**

- A. Ordinance No. 2020-01. Approval of Severe Weather Preparedness Sales Tax Holiday annually in the month of February (Feb 21-23, 2020).

Motion was made by Council Member-at-Large Brown to suspend the rules to take immediate action on adopting Ordinance No. 2020-01 approving participation with the Severe Weather Preparedness Sales Tax Holiday annually in the month of February. Council Member Curry seconded the motion and on question the following was recorded:

**VOTING AYE**

Mayor Tony Haygood  
Council Member-at-Large Annie L. Brown  
Council Member Shirley W. Curry  
Council Member Ala Whitehead

**VOTING NAYE**

NONE

**ABSTAIN**

Council Member Frank Christopher Lee, II

Mayor Haygood declared the motion carried.

Motion was made by Council Member-at-Large Brown to suspend the rules to take immediate action on adopting Ordinance No. 2020-01 approving participation with the Severe Weather Preparedness Sales Tax Holiday annually in the month of February. Council Member Curry seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

**ORDINANCE NO. 2020-01**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUSKEGEE, ALABAMA, TO EXEMPT CERTAIN**  
**“COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE**  
**SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY EACH YEAR IN THE MONTH OF FEBRUARY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUSKEGEE, ALABAMA, AS FOLLOWS:**

**Section 1.** In conformity with the provisions 40-23-230 through 40-23-233, Code of Alabama 1975, providing for a State Severe Weather Preparedness Sales Tax Holiday, the City Council of the City of Tuskegee, Alabama, exempts “covered items” from municipal sales and use taxes during the same period beginning at 12:01 a.m. on last Friday in February 2020 and ending at twelve midnight the following Sunday in February 2020.

**Section 2.** This ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-230 through 40-23-233, Code of Alabama 1975, except that the time period shall only be as specific in Section 1 above.

**Section 3.** The City (Town) Clerk is hereby authorized and directed to certify a copy of this ordinance under the seal of the City (Town) of Tuskegee, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

**Section 4.** This Ordinance shall become effective upon its passage and publication as required by law.

**ADOPTED and APPROVED** this 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA  
/S/ LAWRENCE F. HAYGOOD, JR.  
Lawrence F. Haygood, Jr., Mayor

ATTEST:

/S/ FARTIMA B. CLARK  
Fartima B. Clark, City Clerk

**11. RESOLUTIONS:**

A. Resolution No. 2020-18. Approval of Tuskegee-Macon County Head Start Organizational Chart. Motion was made by Council Member Whitehead to accept and approve resolution number 2020-18 as stated approving the Head Start Organizational Chart. Council Member-at-Large Brown seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

**RESOLUTION NO. 2020-18**  
***Requesting Approval for revision of the Tuskegee-Macon County***  
***Head Start/Early Head Start Organizational Structure***

**WHEREAS**, the Tuskegee-Macon County Head Start/Early Head Start program has revised the Organizational Structure and is requesting the approval of the following changes:

- The addition of solid lines (direct report) from the Deputy Director of Operations to the Transportation Lead, Facilities Lead and Maintenance Lead.
- The addition of a dotted line (indirect report) from the Deputy Director of Operations to the Service Area Managers.
- The addition of Disability Assistant to the job title Health/Mental Health/Nutrition Assistant
- The addition of a dotted line (indirect report) from the Education/Disabilities Manger/Pre-K Director
- The change of title from Administrative Secretary to Executive Assistant
- The change of title from Finance Manager to Fiscal Officer
- The addition of Pre-K Director to the title Education/Disabilities Manger

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tuskegee, as follows:

1. The approval of the Tuskegee-Macon County Head Start/Early Head Start Organizational Structure as detailed above.

**ADOPTED AND APPROVED** by the City Council of the City of Tuskegee, Alabama, this 10<sup>th</sup> day of February 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence F. Haygood, Jr., Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

B. Resolution No. 2020-20. Termination of Fixed Based Operation Lease with Golden Eagle Aviation. Motion was made by Council Member Curry to accept and approve resolution number 2020-20 as stated Termination of Fixed Based Operation Lease with Golden Eagle Aviation. Council Member-at-Large Brown seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

**RESOLUTION NO. 2020-20**

**Termination of the Fixed Based Operation Lease with Golden Eagle Aviation**

**WHEREAS** Golden Eagle Aviation, LLC the current Fixed Based Operator (FBO) and Lessee doing business at the Tuskegee Municipal Airport has requested that their lease dated April 15, 2008 be terminated and that all services provided by them as FBO cease as of February 28, 2020; and

**WHEREAS** the City of Tuskegee as Lessor of said lease has determined that it is in the best interest of the City of Tuskegee that said lease arrangements with Golden Eagle Aviation LLC be terminated and that all services and duties provided by the Lessee (FBO) be transferred and assumed by the Lessor City of Tuskegee as of February 29, 2020; and

**THEREFORE BE IT RESOLVED** that the City Council of the City of Tuskegee authorizes the Airport Manager of the Tuskegee Municipal Airport to transmit written confirmation to the Lessee Golden Eagle Aviation LLC that their Fixed Base Operator's Lease with the City of Tuskegee dated April 15, 2008 shall be terminated as of February 28, 2020 and all duties and services of the Lessee shall cease as of Midnight - 2400 hours on February 28, 2020.

**ADOPTED and APPROVED** this 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence "Tony" Haygood, Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

C. Resolution No. 2020-21. Establishing a Fixed Based Operation by the City of Tuskegee. Motion was made by Council Member Whitehead to accept and approve resolution number 2020-21 as stated establishment of a fixed based operation by the City of Tuskegee. Council Member Lee seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

**RESOLUTION NO. 2020-21**

***Establishment of a Fixed Base Operation by the City of Tuskegee***

**WHEREAS**, the City of Tuskegee has determined that it is in the best interest of the Tuskegee Municipal Airport d/b/a Moton Field Airport that the municipality assume all services and duties required of a Fixed Base Operator; and

**WHEREAS**, Federal Aviation Administration Grant Assurance 22 authorizes a municipality owning an airport to conduct and assume aircraft fueling services and all associated activities; and

**THEREFORE BE IT RESOLVED BY** the City Council of the City of Tuskegee that the Airport Manager is authorized to establish an Aircraft fueling operation at the Tuskegee Municipal Airport and to provide and assume all duties and services necessary to conduct operations as a Fixed Base Operator at Moton Field under the auspices of the City of Tuskegee.

**ADOPTED AND APPROVED** by the City Council of the City of Tuskegee, Alabama this the 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence "Tony" Haygood, Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

D. Resolution No. 2020-22. Approving the Creation of personnel positions at Tuskegee Municipal Airport.

Motion was made by Council Member Curry to accept and approve resolution number 2020-22 as stated creation personnel positions at Tuskegee Municipal Airport. Council Member-at-Large Brown seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

***RESOLUTION NO. 2020-22***

***Creation of personnel positions at Tuskegee Municipal Airport***

**WHEREAS**, the City of Tuskegee has authorized the establishment of a Fixed Based Operation at the Tuskegee Municipal Airport; and

**WHEREAS**, it is necessary to create three additional personnel positions in order to conduct the necessary services provided by an airport Fixed Base Operation; and

**THEREFORE BE IT RESOLVED BY** the City Council of the City of Tuskegee that it authorizes the Airport Manager and Director of Aviation at the Tuskegee Municipal Airport to create three additional personnel positions as fuel linemen under the Tuskegee Municipal Airport and to immediately seek to fill those three positions with temporary employees at the rate of \$8.50 per hour. The Airport Manager shall adhere to all personnel policies and regulations regarding the hiring of employees at the City of Tuskegee and assure that these employees have all necessary and required certifications and licensures to perform the duties as fuel linemen for the FBO.

**BE IT FURTHER RESOLVED** that the Airport Manager shall report to the Council within 180 days of the hiring to determine whether the temporary employees shall be given permanent status as employees of the City of Tuskegee.

**ADOPTED AND APPROVED** by the City Council of the City of Tuskegee, Alabama this the 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence "Tony" Haygood, Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

E. Resolution No. 2020-23. Adoption of Aviation Fuels Contract.

Motion was made by Council Member Whitehead to accept and approve resolution number 2020-23 as stated adoption of aviation fuel contract. Council Member-at-Large Brown seconded the motion and on question the following was recorded:

**VOTING AYE**

Mayor Tony Haygood  
Council Member-at-Large Annie L. Brown  
Council Member Shirley W. Curry  
Council Member Ala Whitehead

**VOTING NAYE**

NONE

**ABSTAIN**

Council Member Frank Christopher Lee, II

Mayor Haygood declared the motion carried.

**RESOLUTION NO. 2020-23**

***Adoption of Aviation Fuels Contract***

**BE IT RESOLVED BY** the City Council of the City of Tuskegee that the Aviation Fuels Contract between Eastern Aviation Fuels, Inc., d/b/a Titan Aviation Fuels and the City of Tuskegee incorporated herein as Exhibit "A" is hereby approved by the Council and authorized to be signed and placed in effect by the Airport Manager as of February 29, 2020.

**ADOPTED AND APPROVED** by the City Council of the City of Tuskegee, Alabama this the 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence "Tony" Haygood, Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

**STATE OF ALABAMA  
COUNTY OF MACON**

**AVIATION FUELS CONTRACT  
EXHIBIT "A"**

THIS AGREEMENT, entered into this 29th day of February, 2020, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and the City of Tuskegee hereinafter called "Buyer" as follows:

**1. AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Moton Field Municipal Airport, at or near Tuskegee, AL.

**2. TERM:** This contract shall remain in force for a period of FIVE (5) years ("Initial Term") beginning on the 1st day of March, 2020 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

**3. DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during

business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

**4. PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
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AVIATION GASOLINE 100LL	Seller's posted dealer price*

\*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

The prices for fuel are exclusive of airport fees, freight or any applicable taxes. Jet A differential and freight may be adjusted for any third party increase beyond Seller's control. Any changes are subject to review and approval by Buyer.

**5. PAYMENTS:** If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net ten (10) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.
- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

**6. ATTORNEY AND/OR COLLECTION FEES:** If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

**7. TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

**8. FAILURE TO PERFORM:** If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

**9. CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control.

shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

**10. TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

**11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

**12. INSURANCE TO BE MAINTAINED BY BUYER:** Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Titan Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

**13. CHARGE / CREDIT CARD PROGRAM:** Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit cards, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller.

**14. CONTRACT FUEL PROGRAM:** Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.



**15. NOTICES:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

**SELLER:** TITAN AVIATION FUELS  
Post Office Box 12327  
New Bern, North Carolina 28561

**BUYER:** CITY OF TUSKEGEE  
PO BOX 830687  
TUSKEGEE, ALABAMA 36083-0687

**16. MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the 10th day of February, 2020.

**EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS**

By: \_\_\_\_\_  
Robert L. Stallings, IV, President

WITNESS:

\_\_\_\_\_

**CITY OF TUSKEGEE, ALABAMA**

By: /s/ Lawrence F. Haygood, Jr.  
MAYOR

ATTEST: /s/ Fartima B. Clark  
CITY CLERK

F. Resolution No. 2020-24.

Motion was made by Council Member Whitehead to accept and approve resolution number 2020-24 as stated adoption of lease agreement for airport fuel truck. Council Member-at-Large Brown seconded the motion and on question the following was recorded:

**VOTING AYE**

Mayor Tony Haygood  
Council Member-at-Large Annie L. Brown  
Council Member Shirley W. Curry  
Council Member Ala Whitehead

**VOTING NAYE**

NONE

**ABSTAIN**

Council Member Frank Christopher Lee, II

Mayor Haygood declared the motion carried.

**RESOLUTION NO. 2020-24**  
***Adoption of Lease Agreement for Airport Fuel Truck***

**BE IT RESOLVED BY** the City Council of the City of Tuskegee that the Lease Agreement dated February 29, 2020 between Titan Aviation fuels and the City of Tuskegee incorporated herein as Exhibit "A" is hereby approved by the Council and authorized to be signed and placed in effect by the Airport Manager as of February 29, 2020.

**ADOPTED AND APPROVED** by the City Council of the City of Tuskegee, Alabama this the 10<sup>th</sup> day of February, 2020.

CITY OF TUSKEGEE, ALABAMA

/s/ Lawrence "Tony" Haygood

Lawrence "Tony" Haygood, Mayor

ATTEST:

/s/ Kevin L. Owens

Kevin L. Owens, Temporary Acting City Manager

**STATE OF ALABAMA**  
**COUNTY OF MACON**

**LEASE AGREEMENT for AIRPORT FUEL TRUCK**  
**EXHIBIT "A"**

THIS **AGREEMENT**, made and entered into this the 29th day of February, 2020, by and between **TITAN AVIATION FUELS**, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and the City of Tuskegee, hereinafter referred to as "Lessee":

**WITNESSETH**

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Moton Field Municipal Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$2,475.00 per month, plus applicable sales and use tax, to commence as of the 6<sup>th</sup> day of January, 2020. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of five (5) years beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least sixty (60) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at the Moton Field Municipal Airport, for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. **ATTORNEY AND/OR COLLECTION FEES:** In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

**IN WITNESS WHEREOF**, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

**TITAN AVIATION FUELS**

**CITY OF TUSKEGEE, ALABAMA**

By: \_\_\_\_\_  
Robert L. Stallings, IV  
President

By: /s/ Lawrence F. Haygood, Jr.  
Lawrence F. Haygood, Jr., Mayor  
Lessee

WITNESS: \_\_\_\_\_

ATTEST: /s/ Fartima B. Clark  
CITY CLERK

12. **CITY ATTORNEY'S REPORT.** (Milton C. Davis, Attorney at Law)

Attorney Davis advised the council that they should close streets that cannot be repaired right away. The closed streets should only be accessed by the residents that reside on the street. He also stated that some type of cones, barriers, hazard signals be used to alert the citizens that the road is close to thru traffic.

13. **CITIZEN'S COMMUNICATIONS:**

1. Mattie Blizzard RE: Concerns about the street in which she resides; sewage cover/garbage truck
2. Rodney McKnight, Jr. RE: Weekly Chess at C & K Wings/Announced that there will be a free event at the airport on the second Saturday of February from 12-3
3. Roger Gray RE: Bids on Bibb Street regarding 1) demolition 2) sidewalk project 3) water lines project & 4) leasing of fuel truck for a period of five (5) years
4. Inez Foye RE: Thank you to Mr. Roberts & Mr. Owens for addressing her concerns; Thanks to Chief Smith & Charlie Bowen regarding closing Macon Motel; expressed concerns for the businesses in city
5. Dr. Hodge RE: Transition of Golden Eagle Aviation and City
6. Burnette Jones RE: Barrow Street need to be paved
7. Mozelle Parker (2209 Terrance St.) RE: Lot next to her house need to be cleaned & trash need to be picked up
8. Craig Moore RE: Pilot at the Airport & Mechanic at the Airport
9. John W. Hicks, Jr. RE: He's been flying airplanes for over 48 years at Moton Field
10. UL Brownlee RE: Lewis Adams drop off & pick-up

14. **EXECUTIVE SESSION.** NONE

15. **OTHER BUSINESS.**

Motion was made by Council Member-at-Large Brown for Council to have a special session regarding the airport. Council Member Curry seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

16. **ADJOURNMENT.**

There being no further matters to come before the Council at this time, Council Member-at-Large Brown moved to adjourn at 7:47 PM. Mayor Haygood declared the meeting adjourned.

CITY OF TUSKEGEE, ALABAMA

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Lawrence F. Haygood, Jr., Mayor

ATTEST:

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Fartima B. Clark, City Clerk