## CITY OF TUSKEGEE, ALABAMA OFFICIAL MINUTES: REGULAR CITY COUNCIL MEETING HELD ON 2<sup>nd</sup> TUESDAY, MAR. 09, 2021



The City Council of the City of Tuskegee met in Regular Session on Tuesday, March 09, 2021 at 5:34 PM in the LM Gregg Auditorium at the Municipal Complex located at 101 Fonville Street, Tuskegee, Alabama.

- 1. **CALL TO ORDER**. Mayor Lawrence F. Haygood, Jr.
- 2. <u>INVOCATION.</u> Edward Huffman, Macon County Commissioner District 2
- 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 Frank Christopher Lee, II
Council Member Norma McGowan Jackson
Council Member Johnny Ford
Council Member Orlando R. Whitehead

#### All Members were present.

#### 5. **APPROVAL OF AGENDA.**

Motion was made by Council Member Ford to accept the agenda as circulated with the following additions: under Mayor's Communication item 6) Vaccines for COVID-19 at Tuskegee Quality of Life Health Center; under item 15) Executive Session and item 16) Adjournment. Council Member Jackson seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

- 6. **APPROVAL OF MINUTES.** (February 9, 2021 & February 23, 2021):
  - Minutes for February 9, 2021:

Motion was made by Council Member Ford to accept and approve the minutes for February 9, 2021 as circulated with any necessary changes and/or corrections. Council Member Whitehead seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

2. Minutes for February 23, 2021:

Motion was made by Council Member Ford to accept and approve the minutes for February 23, 2021 as circulated with any necessary changes and/or corrections. Council Member Whitehead seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

#### 6. **CITIZEN'S COMMUNICATIONS:**

- 1. Mr. Paris Thomas RE: Annexation of property (66 acres) on South Church Street
- 7. **MAYOR'S COMMUNICATIONS.** Mayor Lawrence "Tony" Haygood, Jr.
  - A. City Council Work Session:
    - 1. American Legion

- 2. External Communication
- 3. Financial Planning/Street Project Priorities
- 4. Police Dept. Relocation
- 5. Compensated Absences
- 6. Vaccines for COVID-19, Tuskegee Quality of Life Health Care Center

#### B. Grant contract Approval.

Motion was made by Council Member Ford to engage the Azimuth Grant Company to get additional funds for the City of Tuskegee. Council Member Jackson seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

#### C. ALM: Voting Delegates/2 Alternates.

Motion was made by Council Member Ford to appoint Mayor Tony Haygood as the voting delegate for the 2021 Alabama League of Municipalities Annual Convention to be held May 12-15 in Huntsville, Alabama; and appoint Council Member-at-Large Lee & Council Member Whitehead as the two (2) alternates. Council Member-at-Large Lee seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

- D. City Manager Selection Process.
- E. Announcements.
- 8. TU SGA /OTHER AGENCIES, ETC. COMMUNICATIONS. NONE.
- 9. <u>CITY MANAGER'S COMMUNICATIONS.</u> Derrick E. Swanson, Temporary Acting City Manager.
  - A. Chief's Presentations:
    - 1. Police Dept. Loyd Jenkins, Acting Police Chief
    - 2. Fire Dept. Willie Smith, Fire Chief
  - B. Council Updates / Concerns:
    - 1. Curfew Resolution No. 2020-31.
  - C. Street Maintenance Report.
  - D. **Financial Report**. (Frankie L. Williams)

Motion was made by Council Member Ford 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** (Mia Hutcherson, Interim Executive Director)
  - 1. Interim Executive Director's Report (Feb 2021)
  - 2. Monthly Summary of Meals and Snacks (Feb 2021)
  - 3. Enrollment & Attendance Report. (Feb 2021)
  - 4. Revenue & Expenditures Report including Credit Card Report (Feb 2021)
  - 5. Education/Disabilities Report (Feb 2021)
  - 6. Annual Self-Assessment 2019-2020.

Motion was made by Council Member Ford to accept and receive the Head Start Report as presented by Interim Exe. Director, Mia Hutcherson. Council Member Jackson seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

#### F. Moton Filed Municipal Airport Report.

Motion was made by Council Member Jackson to receive the Airport Report presented by Airport Manager, Nikki Jordan. Council Member Whitehead seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.

- G. Amendments to Curfew Resolution No. 2020-31.
- H. Lease regarding 10 T-Hangars Red Tails Scholarship Foundation.
- Announcements.

#### 10. **ORDINANCES:**

**A. Ordinance No. 2020-06.** Ordinance to renew the SPIRE Franchise Agreement. (adopt)-TABLED.

#### 11. **RESOLUTIONS.**

**A.** Resolution No. 2021-49. Amendments to Curfew Resolution No. 2020-31. Motion was made by Council Member Jackson to adopt and approve resolution no. 2021-49 as stated amending curfew resolution number 2020-31. Council Member Ford seconded the motion and on question, the following was recorded:

#### **VOTING AYE**

Tony Haygood, Mayor Norma Jackson, Council Member Dist. 1 Johnny Ford, Council Member Dist. 2 Orlando Whitehead, Council Member Dist. 3

#### **VOTING NAYE**

Chris Lee, Council Member-At-Large

Mayor Haygood declared the motion carried.

#### **RESOLUTION NO. 2021-49**

A Resolution imposing a curfew for the City of Tuskegee during the State of Emergency due to the Pandemic created by COVID-19

(amended from March 9, 2021)

**WHEREAS**, the City Council of the City of Tuskegee has issued a proclamation declaring a state of emergency due to the Pandemic Emergency created by COVID-19; and

WHEREAS, Ala. Code §§ 31-9-10 grants the governing body of political subdivisions to impose a public safety curfew in the event of certain natural disasters or emergencies of unprecedented size; and

**WHEREAS**, the City of Tuskegee has determined a curfew is necessary to mitigate the spread of infectious diseases by reducing the risk of exposure during a time of outbreak; and

**NOW THEREFORE BE IT RESOLVED** this 9th day of March, 2021, due to the Pandemic Emergency created by COVID-19 and the increased risk of infection by public gatherings, it is hereby ordered that a Public Safety Curfew is imposed in the City of Tuskegee for the hours between 10:00 PM and 5:00 AM 4 days a week. Except for weekends beginning on Fridays and Saturdays only where the curfew is imposed for the hours between 2:00 o'clock AM and 5:00 AM and Sunday at 12 Midnight to 5:00 AM. This curfew is effective as of 10:00 PM on March 15, 2021 and shall continue in effect until further notice.

(a) This curfew shall apply to all persons within the City of Tuskegee and within the city limits of the City of Tuskegee and its police jurisdiction. During such curfew, no persons shall be or remain in public places. Residents of the City of Tuskegee shall remain in their places of residence, except as further provided in subsection (e) of this Order.

#### This curfew shall not apply to:

- 1. Public safety or emergency service activities, including but not limited to law enforcement, fire and rescue services, and emergency management agencies.
- 2. First responders, crisis intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel, and related contractors.
- 3. Persons employed by or contracted to utilities, cable, and telecommunications companies and engaged in activities necessary to maintain or restore utility, cable, and telecommunications services.
- 4. Persons providing fire, police, sanitation, security, emergency and hospital services, food delivery services and other deliveries of merchandise or mail.
- 5. Persons seeking essential services or commodities; persons who are vulnerable to the most serious effects of the COVID-19 disease must remain at home, unless seeking medical treatment.
- 6. Persons supplying or restocking businesses in order to provide essential services or products, i.e., home improvement, groceries, fuel delivery locations, pharmacies or other retailers offering emergency supplies, transportation of fuels, movement of equipment and personnel for the provision of humanitarian support, and movement of equipment necessary for the protection of critical infrastructure or public safety.
- 7. Persons employed by the federal, state, county or city government or their agencies working within the course and scope of their public service employment. Such employees shall follow any current or future directives regarding performance of their duties, including working from home, issued by their respective employers.
- 8. Persons experiencing homelessness within the City.
- (b) All public and private gatherings of 10 or more persons or of any size where a consistent distance of at least six feet cannot be maintained are prohibited, except as to those exempted activities further provided in this Order.
- (c) Subject to the exceptions further provided in subsection (d) of this Order, all travel, including, without limitation, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit is prohibited. Transportation in Interstate Commerce is not governed by this Order.
- (d) Exceptions. People may lawfully leave their residence while this Order is in effect only to engage in the following activities:
  - 1. Essential Activities. To engage in certain essential activities, including, without limitation, visiting a health or veterinary care professional, obtaining medical supplies or medication, obtaining grocery items (including, without limitation, canned food, dry goods, fresh fruits and vegetables, pet supplies, fresh or frozen meats, fish, and poultry, any other

household consumer products and products necessary to maintain the safety and sanitation of residences and other buildings) for their household or to deliver to others, or for legally mandated government purposes. Additionally, any travel related to:

- (a) providing care for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- (b) returning to one's place of residence from outside the City; travelling to one's place of residence located outside the City;
- (c) traveling to one's place of residence located outside the City;
- (d) travelling through the City from one location outside the City to another location outside the City;
- (e) compliance with an order of law enforcement or court shall be exempt from this Order;
- (f) travelling to or from a place of business which provides essential services by owners and employees of such business; or
- (g) legally mandated government purposes. Persons engaging in these essential activities shall maintain reasonable social distancing practices. This includes maintaining a distance of at least six-feet away from others, frequently washing hands with soap and water for at least twenty seconds or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands. These Essential Activities are subject to change and are not limited to the activities listed in this subsection. Individuals must use reasonable judgement as it relates to the many and various circumstances during this time.
- (h) Work in Support of Essential Activities. To perform work providing essential products and services or to otherwise carry out activities specifically permitted in this Order.
- (i) To care for or support a friend, family member, or pet in another household.
- (j) Providing any services, goods, or work necessary to build, operate, maintain or manufacture essential infrastructure, including without limitation construction of commercial, office and institutional buildings, residential buildings and housing; airport operations, food supply, concessions, and construction; port operations and construction; water, sewer, gas, electrical, oil extraction and refining; roads and highways, public transportation and rail; solid waste collection and removal; flood control and watershed protection; internet and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, infrastructure, communications, web-based services); and manufacturing and distribution companies deemed essential to the supply chains of the industries referenced in this Paragraph, provided that they carry out those services and that work in compliance with social distancing practices as prescribed by the Centers for Disease Control and Prevention and the State Health Officer, to the extent possible.
- (k) The City shall work with governmental and nongovernmental partners to provide emergency shelter, to the extent possible, to unhoused persons in the City. Providers shall make all efforts to provide protection from the spread of COVID-19.

Failure to comply with this order is punishable by a fine of up to \$500.00.

### Implementation:

All Departments of the City and their respective employees to whom this Resolution and Executive Order applies shall forthwith implement the same in accordance with its terms and requirements. Nothing

contained in this Order shall relieve a person from any requirement to obtain a license or other authorization in compliance with applicable laws and regulations. This Resolution and Order is not intended to conflict with, supersede or contradict any lawful ordinance or resolution duly enacted by the City Council. This Resolution and Order does not create any right, benefit, or privilege, substantive or procedural, enforceable at law or in equity by a party against the City, its departments, agencies, entities, officers, employees, or agents, or any other person.

**ADOPTED AND APPROVED** this 9th day of March, 2021.

CITY OF TUSKEGEE, ALABAMA  /s/ Lawrence F. Haygood, Jr.  Lawrence F. Haygood, Jr., Mayor  /s/ Derrick E. Swanson
Lawrence F. Haygood, Jr., Mayor
Lawrence F. Haygood, Jr., Mayor
/s/ Derrick E. Swanson
·
Temp. Acting City Manager
s extended to Red Tails Scholarship Foundation at
solution number 2021-50 as stated extending 10 T- il Member Jackson seconded the motion and all n carried.
O. 2021-50
ase to Red Tails Scholarship Foundation
uskegee authorizes the Airport Manager to extend hed hereto) to the Red Tail Scholarship Foundation Airport.
CITY OF TUSKEGEE, ALABAMA /s/ Lawrence "Tony" Haygood
Lawrence "Tony" Haygood, Mayor
"A"
ASE AGREEMENT
and entered into theday SCHOLARSHIP FOUNDATION (RTSF) KEGEE d/b/a The Municipal Airport of the
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property described as: Hangars #2,5,7,8 at the Moton Field Municipal Airport, address: 1721 General B.O. Davis Jr. Drive. Tuskegee, AL 36083

Sec. 2.

## Agreement Section 1

Terms and use of rental is set forth in accordance with standard provisions below.

- 1. Premises: Airplane T-Hangars, Storage Units, and associated common areas, herein referred to as "premises" located at 1721 General B.O. Davis Jr. Drive, Moton Field Municipal Airport, Tuskegee, AL 36083
- 2. Use: The leased hangars shall be used and occupied only for the storing of aircraft and approved aircraft maintenance operated by hangar tenant and related equipment as in accordance to airport regulations. The leased premises shall be used and occupied, only for the approved commercial and pilot training use of the tenant, and will not be used for any other ongoing business, commercial operations, warehouse of goods or services for sale to third parties without written permission from the Lessor.
- 3. Lease will begin the 1st day of April, 2021, and end at close of business the 21stday of December, 2022. This lease shall run concurrently with the ground lease of the Tenant.
- 4. Payment: Tenant shall pay the City of Tuskegee a monthly lease amount of \$800.00 on or before the first day of each month. A deposit equal to the amount of the first month rental payments will be paid simultaneously with the execution of this agreement. Lease agreements signed previous to this agreement shall be considered void upon the signing of this lease. The original lease deposit will be carried *over* and applicable to this lease. The monthly rental payment is considered delinquent if it has not been received by the RTSF by the fifth day of the month it is due. If payment is received after the fifth day, there will be an added late charge of \$25. Each Hangar shall lease for \$200 per month.
- 5. Utilities: The Lessor agrees to furnish adequate utility services available for external night time lighting and internal hanger electricity. The Lessor assumes no liability to the tenant for failures of interruptions of any services furnished to the tenant due to causes

beyond the control of the Lessor, including but not limited to weather, floods, fires and or power failures. In the future, the Lessor reserves the right to install individual electric utility meters in which the tenant will be responsible for their own utilities.

#### Section 2

#### **Rules and Provisions**

- 6. Prohibited Uses: Tenant shall not use, permit, cause or commit any waste in or upon the premises or display any actions public or privately which may interfere with or disturb the quiet enjoyment of other tenants or permit use of the premises for any improper or unlawful purposes.
- 7. Disabled Aircraft: Tenant may only store
  - Aircraft in airworthy condition
  - FAA registered aircraft with current airworthiness certificate in a continuing process of overhaul and/or repair
  - Final assembly of aircraft in preparation to obtain airworthiness certification
  - Should tenant sell aircraft, tenant shall have ninety (90) days to acquire an aircraft to house or tenant shall relinquish said premises to the RTSF. Any exception to this requirement must be approved by the Red Tail Scholarship Foundation.
- 8. Compliance with Applicable Laws: Tenant agrees to comply with all applicable laws, ordinances, rules, regulations and orders of any federal, state, county and city governing the conduct and activities on the premises. Tenants shall observe and comply with all the rules and regulations consistent with this lease, local government, and FAA regulations.
- 9. Alterations: Tenants will make no permanent or temporary changes, alterations, additions, paints, or do any work in connections therewith, on or about the premises without prior and written consent of RTSF management. Improvements or additions to the leased premises shall be deemed to be fixtures and the title to said improvement or additions shall be vested to the RTSF immediately upon completion of the construction or attachment.
- 10. Entry and Inspection: The Lessor reserves the right to enter premises for periodic inspection during the term of lease upon giving 24 hours notice to the tenant, except in cases of an emergency or urgency, at which time no notice is required to make repairs deemed necessary by the Lessor for the safety, improvement or preservation of the leased premises without abatement of rent.
- 11. Care of premises by tenant: Tenant shall keep the leased premises in a safe, neat, clean and presentable condition at all times and promptly repair any damage caused by the tenants, its officers, agents, guests or employees. Hangers must be returned to the Lessor in the same condition as received, with the exception of normal wear and tear through no fault of the tenants.
- 12. Indemnity: Tenant agrees to indemnity of Lessor, its officers, agents, employees and guests against all claims, demands, cause of actions, suit or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss of damage to property arising out of or in connection with the negligent act or omission of tenant, its officers agent or employees in the use and occupancy of the premises and Airport facilities.

- 13. Disclaimer: Tenant accepts the Lessor disclaimer of any warranty, express or implied of the conditions or fitness for the use of the leased premises. Tenant further agrees to not hold Lessor or any of its officers, agents or employees responsible for loss of any tenant aircraft.
- 14. Default: If tenant refuses, neglects or fails to perform, observe or keep any part of the agreement, terms or conditions contained herein for ten (10) consecutive days after written notice from the Lessor, the Lessor may then enter the leased premises, repossess the premises and expel the tenant without being deemed guilty of trespass and without prejudice to any and all the rights and remedies for areas of rent or breach of contract. Upon such entry, the lease shall terminate and the tenant shall remain liable to the Lessor for damages suffered by the Lessor including but not limited to unavoidable loss of rents for the remainder of the term incurred as a result of termination.
- 15. Assignment, Encumbrances, and Subletting: Tenant shall not assign, pledge or otherwise encumber this lease or the premises covered thereby. Tenant shall not sublet the premises or any part thereof to furnish to any other person any ground space, office space, aircraft storage space or other rights or privilege in or on any airport property without the prior written consent of Lessor management. If approved, the rental amount paid to the tenant shall not be greater than that paid by the tenant to the Lessor. The Lessor has the right to inspect the lease and/or agreement between tenant and sub-tenants. It is understood that consent of Lessor to sublet in one instance shall not constitute consent of any other subletting. Any assignments, sublease or other such agreements will be set in writing and must be approved by Lessor management.
- 16. Termination of Lease: Upon termination of this lease by either party, or by reason of defaults the tenant shall *remove* aircraft and all other personal property and stored equipment. Tenant shall, at its own expense, repair any damage caused by tenant use.

Tenant shall surrender the premises to the Lessor in the same manner in which it was received. Should the tenant decide to terminate the lease prior to the end of term, tenant will be responsible for continual payment until the end of term.

# 17. Successors and Assigns: The terms, covenant, and conditions contained herein shall be binding upon tenant heirs, successors, executors, administrators and assignees.

- 18. Signs: Tenant shall not erect, install or replace any signs on or about leased premises without prior consent and approval of the Lessor.
- 19. Ingress and Egress: Tenant guests and suppliers of materials and services shall have full right of ingress and egress on to the airport field and other buildings in accordance with the Lessor management and airport security rules. Written consent must be provided by tenant granting access to tenant hangar and/or aircraft without the presence of the tenant. Tenants, employees or agents are not to give out security gate code to guests.
- 20. Chemicals/Toxic Substances: No chemicals or other toxic substances shall be used or stored on premises unless in compliance with Federal/state Hazmat guidelines and regulations, and local government and FAA regulations.
- 21. Notices: All notices given or required in connection with this lease shall be in writing and shall be sent by certified mail, return receipt required with postage and registration fees payable to the following entity:

City of Tuskegee c/o Office of the Airport Manager: 1721 General B.O. Davis Jr. Drive. Tuskegee, AL 36083

Tenant Name:		
Cell Phone:	Home Phone	
	City, St. and Zip	
Make/ Model:	N-Number:	
Color:	Serial Number:	
Insure Value:	Home Phone:	
Email Address		

- 22. Aircraft and Property Insurance: Tenants shall carry insurance on all aircraft and equipment stored in hangar or leased premises or any ramp area. Aircraft and property insurance in sufficient coverage amounts to ensure against loss of or damage to all owned, leased and/or borrowed aircraft, other property, and equipment, of the tenant, its agents, guest and employees. Coverage as is reasonable for loss of or damage to aircraft, property, and equipment, of third parties is required. Failure of the tenant to secure and maintain such insurance shall not, in any manner, obligate or render the Lessor, it's agent or employees liable for claims of its tenants or any third party for loss of or damage to such property.
- 23. Waiver of Attorney: The Lessor and tenant agree that in the event of any litigation arising between parties to this lease, the tenant shall be solely responsible for payment of it's attorney fees. In no event shall the Lessor be responsible for tenant attorney fees regardless of the outcome of the litigation.
- 24. Severability: If any proposition of this agreement shall be finally declared void or illegal by a court having a competent jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. Venue Governed by Alabama law except where exempt by federal law and rules and regulations.
- 25. Captions: The captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.
- 26. Governing State: Agreement is governed by and construed in accordance with the Laws of Alabama.

City of Tuskegee d/b/a the Municipal	DIVISION 2. Lessee:
Airport of the City of Tuskegee (Moton Field): By: Signature:	Signature: PrintName: DIVISION 3.Date:
PrintName: Date:	
Other Lessee sign here below:	List Tenant Employees:
DIVISION 4.Hangar Number:	Make: Model:
	DIVISION 5.Registration#:

### Sec. 3. Tenant Fact Sheet

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	Home Phone Sec. 4.	ə:	Cell Ph	one: Drivers		License
	Sec. 5.			Hangar Keys Ass	signed	
	Aircraft/Prope	erty Insurance Carrie	es: ————			
Emergency cont	(Copy of insura act(s):(Name, Addro	ance must be on file be ess, Phone, Email)	fore storage of	any aircraft, personal	items, etc.)	
	Hangar Condition	on:				
		ate				
	Check Out:	Date	_			
	Tenant Signat	ure ————				
	Plea	ise complete all fields. You ma			ng	
	Credit	Card Information				
	Card T	ype: OMasterCard		DDiscover	D AMEX	
		nolder Name (as shown		: <del></del>		
	!	Number:				
		ntion Date (mm/y				
	Cardho	older ZIP Code (from cr	edit card billing	address):—		
		a my credit card above fo ormation will be saved to			at	
	Cuetos	ner Signature				

12. <b>CITY</b>	ATTORNEY'S REPORT. (Milton C. Davis, Attorney at Law)		
No Pub	lic Report.		
13. <u>CITIZE</u>	EN'S COMMUNICATIONS.		
NC	NE.		
14. <b>OTHE</b>	R BUSINESS / EXECUTIVE SESSION.		
7:24 PM	Motion was made by Council Member Whitehead for council to enter executive session. Council Member-at-Large Lee seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.		
7:54 PM	Motion was made by Council Member Ford for council to end executive session. Council Member Jackson seconded the motion and all members voted aye. Mayor Haygood declared the motion carried.		
15. <b>ADJO</b>	JRNMENT.		
-	further matters to come before the Council at this time, Council Member Ford moved to adjourn at br Haygood declared the meeting adjourned.		
	CITY OF TUSKEGEE, ALABAMA		
ATTEST:	Lawrence F. Haygood, Jr., Mayor		

Fartima B. Clark, City Clerk