

CITY OF SELMA

WE ARE TOGETHER



KENTA FULFORD
CHIEF,
POLICE DEPARTMENT

DANIELLE WOOTEN
DIRECTOR,
PLANNING &
DEVELOPMENT

AARON ROPER
TAX COLLECTOR,
TAX & LICENSE

MAYOR'S REPORT

COUNCIL MEETING

November 22, 2022

MAYOR JAMES PERKINS, JR.

SUBMITTED: WEDNESDAY, NOVEMBER 16, 2022

UPDATED: November 17, 2022

   @selmacityhall



OFFICE OF THE MAYOR

WE ARE TOGETHER

UPDATED: November 17, 2022

Mayor's Report
Submitted on November 16, 2022
Council Meeting November 22, 2022
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. Request to Film – The Light Alliance
 - A. Memorandum to Council
 - B. Application for Permit for Commercial Film
2. Chief Executive Officer (Response to Councilwoman Jannie Thomas)
 - A. Memorandum to Council
 - B. Excerpts from Handbook for Mayors and Councilmembers 2020 Edition
3. United States Department of Interior Water Resource Investigations
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Letter from United States Department of Interior
 - D. Joint Funding Agreement
4. Authorization to Apply to the Alabama Department of Transportation (ALDOT) Alabama Transportation Rehabilitation and Improvement Program – II (ATRIP) – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R107-22/23)
5. Authorization to Enter into an Agreement for Construction Engineering & Inspection Services for Marie Foster Sidewalk Improvements Project – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R113-22/23)
 - C. Agreement for Construction Engineering Services

Mayor's Report cont.

Submitted on November 2, 2022

Page 2

6. Approval of Budget Transfer from State Trust Fund Oil Lease for Downtown Street Resurfacing Project – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R114–22/23)
 - C. FY23 Community Project Request Downtown Selma Complete Streets Project

7. Authorization to Approve Christmas Contracts and Expenses – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R115–22/23)
 - C. Pyro Show of Alabama, INC

8. Authorization to Acquire State Tax Delinquent Properties Alabama Department of Revenue – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R118–22/23)

9. Correction to Resolution R129-18/19 Declaration of Surplus of Unneeded Property in the Selma Police Department – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Resolution (R116–22/23)
 - C. Resolution (R129 - 18/19)

10. Landbank Ordinance
 - A. Memorandum to Council
 - B. Ordinance (O103–22/23)

11. Resolution Providing for the City of Selma, Alabama Participation in the “Severe Weather Preparedness Sales Tax Holiday” as Authorized by 40-23-230 Through 40-23-233, Code of Alabama 1975
 - A. Memorandum to Council
 - B. Resolution (R112–22/23)

12. Request to Film - Luckie & Company
 - A. Memorandum to Council
 - B. Application for Permit for Commercial Film

13. Emergency and Unanticipated Issue
 - A. Memorandum to Council
 - B. Alabama Department of Revenue Notice

Announcements:

SELMA-ALGOV

(334) 874-2101 (office) | (334) 874-2402 (fax) | mayoroffice@selma-al.gov

1

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: November 16, 2022
Re: **Request to Film**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

Application for Commercial Film, Video and Audio Production must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed production.

RECEIVED
OCT 14 2022
BY _____
City Clerk

**APPLICATION
FOR PERMIT FOR COMMERCIAL FILM,
VIDEO, AND AUDIO PRODUCTION
AS REQUIRED BY
CHAPTER 16, LICENSES AND BUSINESS REGULATIONS,
ARTICLE XVII.
COMMERCIAL FILM AND VIDEO PRODUCTIONS**

Date: 10/18/2022

ORGANIZATION/SPONSOR The Light Alliance

ADDRESS: 68 34th St

CITY Brooklyn STATE NY ZIP 11232

AGENT/REPRESENTATIVE Sabbeth Garcia EMAIL sabbeth@thelight.nyc

CONTACT NUMBERS 305-467-7733 BUS. _____ CELL _____

WHEREAS, the City Council has determined that the conducting of commercial film, video, and audio production activities within the corporate limits and police jurisdiction of the City must be reasonably regulated and limited in the interests of public safety and welfare and the protection of both public and private property rights and interests;

Ordinance No. 0106-15/16 adopted by the City Council of the City of Selma on October 11, 2016 amended Chapter 16, and as Amended August 8, 2022 of the LICENSES AND BUSINESS REGULATIONS, of the *Code of Ordinances*, by the addition of Article XVII, Commercial Film and Video Productions, as follows:

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

**Chapter 16 – LICENSES AND BUSINESS REGULATIONS
ARTICLE VI. COMMERCIAL FILM AND VIDEO PRODUCTIONS**

Section 11-80. Commercial Film, Video, and Audio Productions

Prohibited Without Permit – Except as otherwise provide in this Article XVII, no motion picture, video production, or audio production may be filmed, taped or otherwise recorded at any public or private site within the corporate limits or police jurisdiction of the City of Selma unless a permit has been issued by the City of Selma for such activity.

Any individual, business, organization, or institution, that is paid, reimbursed, or provided any measure of financial or in-kind support for any costs associated with an audio, film, or video production must obtain a permit prior to working in the City or its police jurisdiction. This applies not only to those shooting feature films or network or cable video programming, but also to those who capture audio or footage for documentaries, commercials, product demonstrations, web sites, or training films; provided, however that no permit shall be required for the following production activities:

- (a) Filming or recording current news.
- (b) Filming or recording for private or family use.
- (c) Filming or recording for use in a school project.
- (d) Filming or recording by or at the direction of the City.
- (e) Filming or recording for the transmission of live entertainment to large-screen monitors within any approved live entertainment venue.
- (f) Filming or recording entirely within a legally established, properly zoned, and properly licensed commercial motion picture, television, radio or photography studio, so long as City resources are not required for such filming.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

It is respectfully requested that a CFVAP Permit be issued to the following named organization or sponsor: The Light Alliance

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of Production: Filming for television
 - b. Dates of Production: 11/09/2022
 - c. Time of the Production: from 8am - 11am
 - d. Estimated number of Participants/Attendees: 8
 - e. Estimated number of Vendors: 1
 - f. Location of Production (address and/or legal description of property)
Edmund Pettus Bridge, Selma, AL 36703
-
-

g. Owner of Property City of Selma
Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

FEE OF \$1,000.00 FOR REQUESTS MADE THIRTY (30) DAYS OR MORE BEFORE ACTUAL DATE OF FILMING, AND \$1,500.00 FOR REQUESTS MADE LESS THAN (30) DAYS BEFORE ACTUAL DATE OF FILMING SHALL BE PAID AT TIME OF APPLICATION.

h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.

i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.

- (1) Police and fire protection (describe on-site security; Selma Police will do routine patrol and will respond to calls.)
- (2) Food and water supply and facilities.
- (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished).
- (4) Medical facilities and services including emergency vehicles and equipment.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

- (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
- (6) Camping and trailer facilities.
- (7) Illumination facilities.
- (8) Communications facilities.
- (9) Noise control and abatement.
- (10) Facilities for daily clean up and waste disposal; final cleanup will be done within twenty-four (24) hours after close (grease or oil disposal shall be monitored).
- (11) Insurance and bonding arrangements – Binder or other proof of coverage in proper amount shall be in the hands of the City Clerk no later than five (5) days before the event.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

Permit Application and Fees

- (a) A completed permit application, together with the required fee as provided below, must be filed with the City Clerk no fewer than thirty (30) business days prior to the date that production is to begin.

The application shall include the following information in form and detail as shall be specified on the City's permit application form:

- (1) The identification and contact information of the permit applicant including Federal Tax ID Number or Social Security Number;
4 7 2 0 9 2 4 0 8
- (2) Proof of liability insurance coverage with respect to the proposed production in a minimum amount of \$1,000,000.00. (See final page)
- (3) Name of the production, identification of proposed production site(s), and schedule showing proposed duration of site use.
Edmund Pettus Bridge, Selma, AL 36703

Schedule-

11/09/2022

Filming- 8am-11am

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

(4) Detailed description of proposed on-site activities:

7 person crew filming a host with one camera and minimal lighting.

(5) Detailed description of final product, including story line with attached story boards, treatments or scripts as appropriate: A one hour documentary special for the History Channel and associated platforms tentatively titled American Freedom Stories. This will be a documentary covering the Civil Rights Movement from 1955-1965 telling the stories of the foot soldiers of the movement.

(6) A full description of use and outlet for final product, including air date if applicable:

An original documentary for the History Vault subscription platform set to release in February 2023, and other platforms in the future.

(7) A full description of any props to be used:

No props

(8) Whether “talent” meaning anyone in front of the camera or recording device will be used and, if so, a full description of the talent, who they are, and how they will be utilized:

The host is Theo Wilson, host from History’s series I Was There. Theo will be speaking directly to camera from a script.

(9) An itemization of all lighting, amplified sound, special effects, pyrotechnics, production equipment, vehicles, and aircraft to be utilized and the manner and dates of such utilization:

1 c200 mark 2, 1 Tripod, 3 Aperture lights, 4 C Stands, 1 Fresnel mount, 1 Lantern, 4 accent lights
1 Boom pole, 1 Shotgun mic

(10) A listing, by name, address, title and function, of all persons included in the production crew or who will be present on the production site with the crew: Host - Theo Wilson

Director - Andrew Cannizzaro, Producer – Joey Fitzsimmons, Production Coordinator – Seshmila Jay,
DP – Donnell Culver, AC – TBC, AC – Edison Koo, AC #2 TBD

(11) An identification of the accommodations in which the talent and crew will be staying during production: Fairfield Inn & Suites by Marriott Selma Kingsburg

216 Ventura Ct, Kingsburg, CA 93631•(559) 897-8840

(12) An identification of the person on location who will be responsible for the company’s adherence to all terms and conditions of this permit:

Producer: Joey Fitzsimmons, Phone Number: 410-991-6144, Email: joeyrfitzsimmons@gmail.com

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

(13) Such other information relating to the proposed production as the City may specify in the permit application form.

(b) The permit application shall be accompanied by payment of a non-refundable application processing fee of \$1,000.00 for requests made thirty (30) days or more before actual date of filming, and \$1,500.00 for requests made less than (30) days before actual date of filming.

Section 11-82. Granting Or Denial Of Permit - The City Council will review and evaluate the permit application to determine whether the permit should be issued with or without conditions after scheduling the application for public comment at a regular Council meeting. In addition to evaluating the potential impact on traffic flow, noise, and other community impacts, the Council will review and evaluate the draft product concept design, script, storyboard, or messaging outline to determine if the permit request should be accommodated. The Council will not approve permit requests for productions that misrepresent or falsely depict City facilities, employees, programs, or property or the community as a whole; contain or imply inappropriate messaging; or suggest or promote illegal or destructive actions.

Section 11-83. General Penalty - Any person violating any of the provisions of this Article XVII shall be guilty of an offense against the city and shall, upon conviction, be punished for each violation as provided in section 1-8 of the city's Code of Ordinances as now in force or as hereafter amended. Each day on which filming, taping, or recording occurs in violation of Article XVII shall constitute a separate offense.

Section 11-84. Immediate Order To Cease And Desist - In addition to authority conferred by otherwise applicable law, the Mayor is hereby authorized, acting directly or through the law enforcement officers of the City, to order any person participating in filming, taping, or recording in violation of this Article to immediately cease and desist. Any person failing to obey such order to cease and desist shall be guilty of an offense punishable as provided in Section 11-83.

INDEMNIFICATION

To the fullest extent permitted by law, the Applicant shall indemnify and hold harmless the City, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the issuance of the permit to film in the City of Selma or lack thereof. Such obligation shall not be construed to neglect, abridge, or otherwise reduce any other right or obligation or indemnity, which would otherwise exist as to any party or person described in this text. The Applicant shall defend on behalf of the City, its administrators, officers, employees and agents, any suits against the City arising out of or resulting from the issuance of the permit to film in the City of Selma or lack thereof.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 16-325 - 16-329, Code of Ordinances, under which a Commercial Film, Video and Audio Production Permit is issued, and to abide by all rules and regulations of the City of Selma, Alabama.

Sabbeth Garcia

SIGNATURE OF AGENT

By authority of Section 16-325 of the Code of Ordinances of the City of Selma, the requirement of a CFVAP Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- | | |
|---|-------------|
| a. Police Chief: _____ | Date: _____ |
| b. Fire Chief: _____ | Date: _____ |
| c. Public Works Director: _____ | Date: _____ |
| d. Planning & Development Director: _____ | Date: _____ |

ORDINANCE
O 106-15/16

**AN ORDINANCE TO REGULATE COMMERCIAL FILM, VIDEO AND AUDIO
PRODUCTION ACTIVITIES WITHIN THE CORPORATE LIMITS AND POLICE
JURISDICTION OF THE CITY OF SELMA, ALABAMA**

WHEREAS, the City Council of the City of Selma has determined that the conducting of commercial film, video and audio production activities within the corporate limits and police jurisdiction of the City has the potential to disturb the peace and tranquility of neighborhoods, to interfere with ordinary commercial activities, to pose traffic flow and emergency vehicle access problems, to cast the City, its facilities, businesses and residents in an intentionally false and injurious light, and generally to disrupt the proper enjoyment of both public and private and interests by persons not associated with such activities; and

WHEREAS, the City Council has determined that the conducting of commercial film, video, and audio production activities within the corporate limits and police jurisdiction of the City must be reasonably regulated and limited in the interests of public safety and welfare and the protection of both public and private property rights and interests.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA as follows:

SECTION 1. That Chapter 16, Licenses and Business Regulations, be and it is hereby amended by the addition of Article XVII, Commercial Film and Video Productions, reading in its entirety as follows:

Chapter 16 - License and Business Regulations

ARTICLE XVII. COMMERCIAL FILM AND VIDEO PRODUCTIONS

SECTION 16-325. Commercial Film, Video, and Audio Productions Prohibited Without Permit

Except as otherwise provided in this Article XVII, no motion picture, video production, or audio production may be filmed, taped or otherwise recorded at any public or private site within the corporate limits or police jurisdiction of the City of Selma unless a permit has been issued by the City of Selma for such activity.

Any individual, business, organization, or institution, that is paid, reimbursed, or provided any measure of financial or in-kind support for any costs associated with an audio, film, or video production must obtain a permit prior to working in the City or its police jurisdiction. This applies not only to those shooting feature films or network or cable video programming, but also to those who capture audio or footage for documentaries, commercials, product demonstrations, web sites, or training films; provided, however that no permit shall be required for the following production activities:

- (a) Filming or recording current news.
- (b) Filming or recording for private or family use.
- (c) Filming or recording for use in a school project.
- (d) Filming or recording by or at direction of the City.
- (e) Filming or recording for the transmission of live entertainment to large-screen monitors within an approved live entertainment venue.
- (f) Filming or recording entirely within a legally established, properly zoned, and properly licensed commercial motion picture, television, radio or photography studio, so long as city resources are not required for such filming.

SECTION 16-326. Permit Application And Fees

(a) A completed permit application, together with the required fee as provided below, must be filed with the City Clerk no fewer than thirty (30) business days prior to the date that production is to begin.

(b) The application shall include the following information in form and detail as shall be specified on the City's permit application form:

- (1) The identification and contact information on the permit applicant including the Federal tax ID Number or Social Security Number;
- (2) Proof of liability insurance coverage with respect to the proposed production in a minimum amount of \$1,000,000;
- (3) Name of the production, identification of proposed production site(s), and schedule showing proposed duration of site use;
- (4) Detailed description of proposed on-site activities;
- (5) Detailed description of final product, including story line with attached storyboards, treatments or scripts as appropriate;
- (6) A full description of use and outlet for final product, including air date if applicable;
- (7) A full description of any props to be used;
- (8) Whether "talent" meaning anyone in front of the camera or recording device will be used and, if so, a full description of the talent, who they are, and how they will be utilized;
- (9) An itemization of all lighting, amplified sound, special effects, pyrotechnics, production equipment, vehicles, and aircraft to be utilized and the manner and dates of such utilization;
- (10) A listing, by name, address, title and function, of all persons included in the production crew or who will be present on the production site with the crew;
- (11) An identification of the accommodations in which the talent and crew will be staying during production;
- (12) An identification of the person on location who will be responsible for company's adherence to all terms & conditions of permit;
- (13) Such other information relating to the proposed production as the City may specify in the permit application form;

(c) The permit application shall be accompanied by payment of nonrefundable application processing fee of \$250.00.

(d) An individual, business, organization, or institution that is engaged only in the general business of small scale audio, film, or video production for commercials, product demonstrations, private or family party usage, or website usages and that is generally subject to employment for such productions on a short advance notice basis shall be

exempt from this Ordinance when locally licensed and insured and if the production budget for each individual production remains below \$5,000.

SECTION 16-327. Granting Or Denial Of Permit

The City Council will review and evaluate the permit application to determine whether the permit should be issued with or without conditions after scheduling the application for public comment at a regular Council meeting. In addition to evaluating the potential impact on traffic flow, noise, and other community impacts, the Council will review and evaluate the draft product concept design, script, storyboard, or messaging outline to determine if the permit request should be accommodated. The Council will not approve permit requests for productions that misrepresent or falsely depict the City, City facilities, employees, programs, or property or the community as a whole; contain or imply inappropriate messaging; or suggest or promote illegal or destructive actions.

SECTION 16-328. General Penalty

Any person violating any of the provisions of this Article XVII shall be guilty of an offense against the city and shall, upon conviction, be punished for each violation as provided in section 1-8 of the city's Code of Ordinance as now in force or as hereafter amended. Each day on which filming, taping, or recording occurs in violation of Article XVII shall constitute a separate offense.

SECTION 16-329. Immediate Order To Cease And Desist

In addition to authority conferred by otherwise applicable law, the mayor is hereby authorized, acting directly or through the law enforcement officers of the City, to order any person participating in filming, taping, or recording in violation of this Article to immediately cease and desist. Any person failing to obey such order to cease and desist shall be guilty of an offense punishable as provided in Section 16-328.

Section 2. That the provisions of this Ordinance are severable and any determination of the invalidity of any portion of this Ordinance shall not affect the validity and enforceability of the remainder of this Ordinance.

Section 3. That this Ordinance shall become effective upon its adoption and publication as required by law.

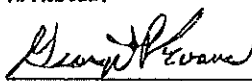
ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
on this the 11th day of July, 2016.


COREY D. BOWIE, *President*

ATTEST:


IVY S. HARRISON, *City Clerk*

APPROVED:


GEORGE P. EVANS, *Mayor*

ORDINANCE

0112-21/22

AN ORDINANCE TO REVISE ORDINANCE 0106-15/16
TO REGULATE COMMERCIAL FILM, VIDEO AND AUDIO
PRODUCTION ACTIVITIES WITHIN THE CORPORATE LIMITS
AND POLICE JURISDICTION OF THE CITY OF SELMA, ALABAMA

WHEREAS, the City Council desires to amend the qualification fees previously set by Ordinance Number 0106-15/16 adopted by the City Council on October 11, 2016; and

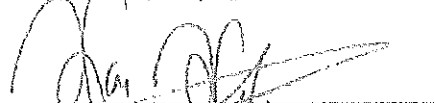
WHEREAS, Section 16-326(c) currently reads as follows: "The permit application shall be accompanied by payment of nonrefundable application processing fee of \$250.00."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELMA, that Section 16-326(c) be amended to read as follows:

- (c) The permit application shall be accompanied by payment of a nonrefundable application processing fee of \$1,000.00 for requests made thirty (30) days or more before actual date of filming, and \$1,500.00 for requests made less than (30) days before actual date of filming.


ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE 26th DAY OF July, 2022.

The Municipality of Selma, Alabama


Warren Young, *President*

ATTEST:

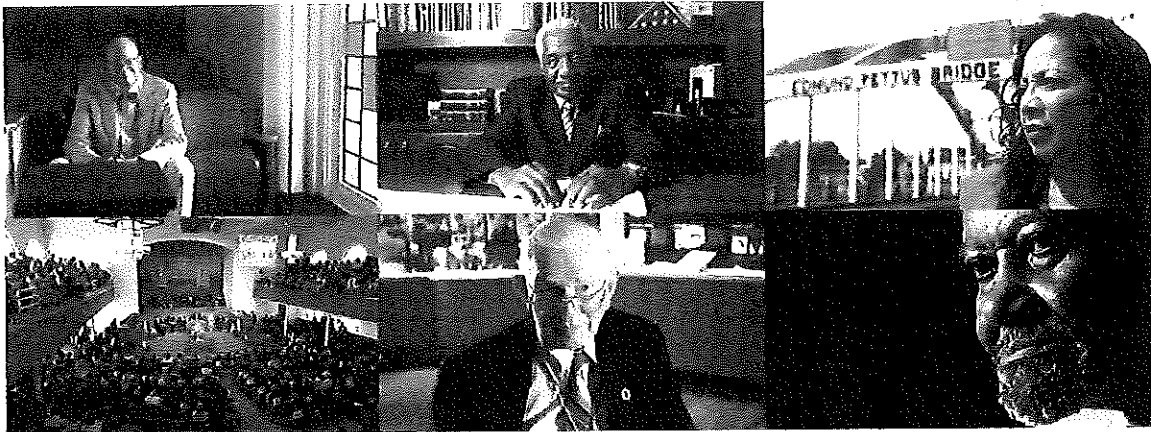

Ivy S. Harrison, *City Clerk*


James Perkins, Jr., *Mayor*

History Vault Original #2 – American Freedom Stories (WT)

One hour documentary special

During the 1950s and 60s, a movement for civil rights was born in the American South, with many major events happening in Alabama. And while the names and faces of people like Martin Luther King Jr., Rosa Parks, and John Lewis are well known, the movement itself was only possible because of the everyday people who put their lives and livelihood on the line for their basic human rights. And while most depictions make the movement out to be a spontaneous call for justice, the work that was done was thoroughly planned, organized, and strategized. In this one hour special we'll hear directly from the everyday citizens of Alabama who took part in major historic moments that laid the foundation for decades of civil rights work to come.



Host

The host will guide the audience throughout the entire special. They will both set up our stories as well as provide additional context missing from interviews.

We'll film the host in three different cities across Alabama:

- Montgomery
- Birmingham
- Selma

In each location we'll film the host standups at historical settings featured in the special. We'll film part of the host script on location, while the remaining portions will be done in a voiceover session.

On Location: Two days

Voiceover: One day

Release: The one-hour special will premiere on History Vault with the possibility of the special and derivative shortform airing across History platforms at a later date.



THELIGH-02

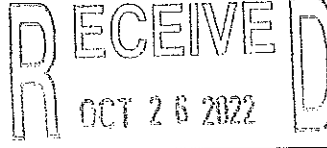
NANDRAOS

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MFE Insurance Brokerage 1019 E. 4th Pl. Los Angeles, CA 90013		CONTACT NAME: PHONE (A/C, No, Ext): (213) 634-2500 FAX (A/C, No): (213) 640-5000 E-MAIL ADDRESS: certs@mfeinsurance.com														
INSURED BY _____ City Clerk The Light Alliance, Inc. 80 Dekalb Ave Apt 24 N Brooklyn, NY 11201	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hiscox Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Hiscox Insurance Company																
INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDITIONAL INSURED		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
			INSD	WVD				PER OCCURRENCE	AGGREGATE	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		US UEN 2786552.21	11/15/2021	11/15/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	3RD PARTY PROP DAM						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/>	OTHER: TPPD DED: \$2,500			PRODUCTS - COMP/OP AGG	\$ 2,000,000	TPPD LIMIT	\$ 1,000,000		
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY			US UEN 2786552.21	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIREN AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HAPP DEDUCTIBLE	<input checked="" type="checkbox"/>	10% \$2,500 / \$7,500					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	PHYSICAL DAMAGE							Physical Damage	\$ 1,000,000
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	US UEN 2786552.21	11/15/2021	11/15/2022	EACH OCCURRENCE	\$ 3,000,000	
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<input type="checkbox"/>	Y/N				PER STATUTE		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/>	N/A						
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT	\$	
A	<input type="checkbox"/>	Rented Equipment			US UEN 2786552.21	11/15/2021	11/15/2022	DED: \$2,500	1,000,000	
A	<input type="checkbox"/>	Props/Sets/Wardrobe			US UEN 2786552.21	11/15/2021	11/15/2022	DED: \$2,000	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as an additional insured solely as respects to claims arising from the operations of the named insured and is loss payee as their interests may appear.

CERTIFICATE HOLDER

CANCELLATION

The City of Selma 22 Broad Street, Selma, AL 36703	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Chief Executive Officer (Response to Councilwoman Jannie Thomas)**

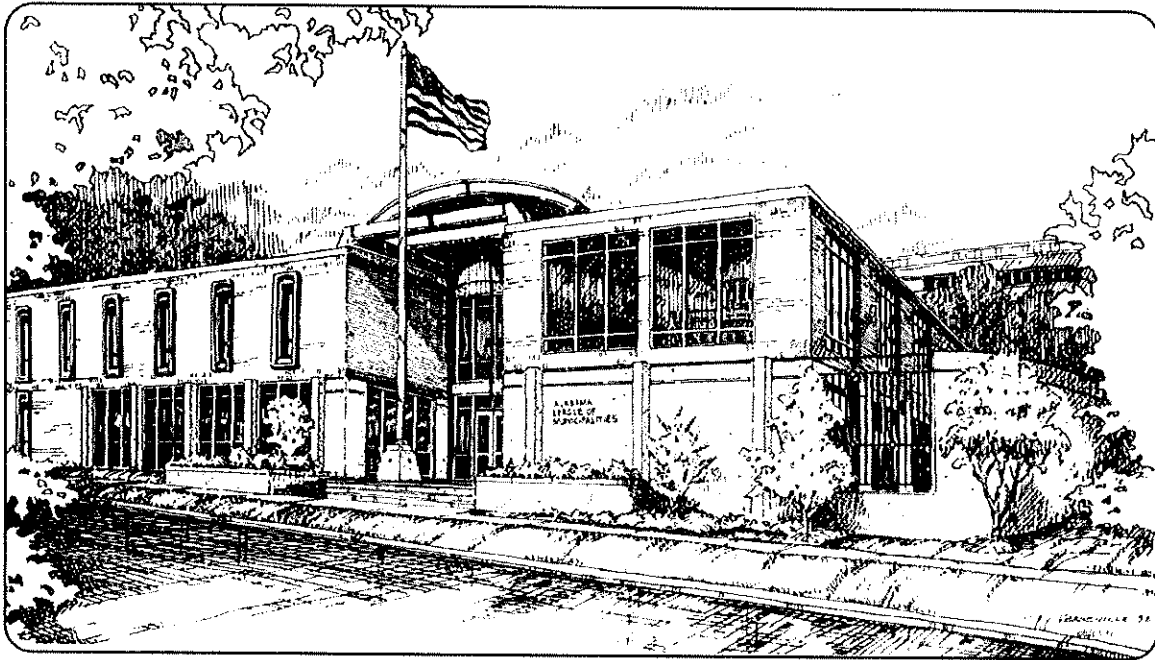
Find attached document(s) for your review about the above referenced subject.

In advance, thank you.

J/P

Handbook for Mayors and Councilmembers

2020 Edition



Prepared by:

Lorelei A. Lein, General Counsel

Rob Johnston, Assistant General Counsel

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The fact that a mayor, who voted and participated in a personnel hearing before the council concerning an officer's dismissal, may have had prior and independent knowledge of the dispute would not, standing alone, be sufficient to support a finding that the officer was deprived of an opportunity for an impartial hearing. However, the Alabama Supreme Court has held that, if before the hearing, the mayor and a councilmember had decided to uphold the discharge of the officer before evidence was presented, participation of the mayor and councilmember in the council hearing denied the officer due process. *Chandler v. Lanett*, 424 So.2d 1307 (Ala. 1982). See also, *Guinn v. Eufaula*, 437 So.2d 516 (Ala. 1983), and *Stallworth v. Evergreen*, 680 So.2d 229 (Ala. 1996).

Additional due process requirements are set out in state law for the suspension or termination of law enforcement officers. See, Sections 11-43-230 through 11-43-232, Code of Alabama 1975.

Sec. 25. Mayor Presides Over Council—Municipalities Under 12,000

(a) Mayor's Voting Power. In all cities and towns having a population of less than 12,000 inhabitants, according to the last or any subsequent federal census, the legislative functions shall be exercised by the council, which is composed of the mayor and five to seven councilmembers. The mayor shall preside over all deliberations of the council. At his or her discretion, the mayor may vote as a member of the council on any question coming to a vote. The only time a mayor is **required** to vote on a question is when the initial vote ends in a tie and his or her vote is needed to break the tie. Section 11-43-2, Code of Alabama 1975. **However, in no case does the mayor have more than one vote on any question before the council.** If the mayor voted on the initial vote and the vote ended in a tie, the mayor cannot vote again to break the tie. *Jones v. Coosada*, 356 So.2d 168 (Ala. 1978). The mayor of a municipality of less than 12,000 is a member of the legislative council. 58 Q. Rep. Att. Gen. 101.

(b) Mayor Sitting Apart from Council. Under general law, the mayor of cities of 12,000 and above in population is specifically prohibited from sitting as a member of the council and, in such cities, the mayor may not participate in council proceedings by voting on measures coming before it. (**Note:** Certain classification laws applying to a single municipality may authorize the mayor in such cities to sit with the council.) The council may not adopt an ordinance which would permit the mayor of cities of 12,000 or more in population to sit with the council, as a member, with authority to vote on measures coming before it. AGO to Mayor Charles McConnell, January 5, 1956. As will be explained in Section 38(b) of this handbook, the mayor of cities of 12,000 and above has certain veto powers not possessed by mayors of cities under 12,000 in population.

(c) Changes in Form of Government – When Effective. Each decade the federal government conducts a federal decennial census throughout the country. Any city of less than 12,000 inhabitants whose population, according to the Federal decennial census, has increased to 12,000 or more inhabitants must change its form of government to the form used by cities of 12,000 or more inhabitants. Any city of 12,000 or more population whose population has decreased below 12,000 inhabitants likewise must change its form of government to the form used by cities of less than 12,000 inhabitants. The change will take effect when those officials elected at the first election held after the federal decennial census becomes official take office. See, Section 6(d) of this handbook for further information.

(d) Council Organization Reference. Mayors of cities and towns under 12,000 in population should pay particular attention to Section 54 of this handbook relating to the organization of the city council.

Sec. 26. Mayor's Report to Council

As chief executive, the mayor must present a written statement to the council at least once every six months to show the financial condition of the city or town – particularly the temporary floating indebtedness of the municipality and the purpose for which this temporary debt was incurred and proposals to protect the credit of the city or town.

The same law which requires the mayor to make these periodic financial reports – Section 11-43-84, Code of Alabama 1975 – further provides that “The mayor shall require reports to be made to him by any officer of the city or town at such times as he may direct or as may be prescribed by the council ...” This authority is intended to facilitate supervision of the activities of the various departments and officials of the municipality and to assist the mayor in making reports to the council.

require the mayor to act as superintendent of the municipal utilities system or systems, where such system or systems are unincorporated, and to give as much of his or her time thereto as the council may direct. AGO to Hon. William Willis, January 21, 1960, citing what is now Section 11-43-80, Code of Alabama 1975.

Sec. 23. Mayor as Superintendent of Utilities

Municipalities which own electric, water, sewer or gas systems, one or any of them, may adopt a resolution **requiring** the mayor, in addition to the mayoral duties, to act as superintendent of such system or systems and to give as much of his or her time thereto as the governing body directs. In a municipality in which an incorporated municipal utility board owns and operates such system or systems, such board, by resolution, **may employ** the mayor to act as superintendent of the system or systems and to give as much of his or her time thereto as the board may direct.

For services as superintendent of such system or systems, the mayor shall be paid, in addition to the salary as mayor, such sum as the governing body or the board shall deem reasonable. The governing body of the municipality or the board may, at any time it deems best, dispense with the mayor's services as superintendent of utilities. Section 11-43-80, Code of Alabama 1975.

A mayor who serves as superintendent of utilities for an incorporated utility board may receive the benefit of contributions to the State Employees' Retirement System. The mayor can receive vacation allowance, sick leave, or bereavement leave. AGO 1980-430 (to Hon. Maurice C. West, June 30, 1980). A mayor cannot serve as superintendent of utilities and as a member of the incorporated utility board at one and the same time. AGO 1983-232 (to Hon. Curtis Parks Jr., March 14, 1983).

A retired teacher serving as mayor who is also employed as superintendent of an independently incorporated waterworks board which participates in the Employees' Retirement System may not exceed the statutorily prescribed earnings limitation for employment with the waterworks board. AGO 2001-275.

Sec. 24. Mayor as Chief Executive

(a) Power to Direct and Supervise. "The mayor shall be the chief executive officer, and shall have general supervision and control over all other officers and affairs of the city or town, except as otherwise provided in this title ..." Section 11-43-81, Code of Alabama 1975.

The municipal council may not enact an ordinance authorizing standing committees of the council to direct and supervise the work of departments assigned to their study and observation. The mayor has exclusive authority to supervise and control the administrative personnel of the municipality. AGO to Hon. Gilbert Watson, October 8, 1957.

The council may not adopt any ordinance or resolution requiring the mayor to give written instructions and orders to employees and officers of the municipality, nor may the council require employees and department heads of the municipality to answer directly to the council for their actions and to receive their instructions, in whole or in part, directly from the council. The council may not assume direct control over the police department, the maintenance department or the building inspection department. AGO to Hon. Charles E. McConnell, November 5, 1957.

The Attorney General has ruled that the mayor of a municipality does not have the authority to supervise and direct the officers and employees of an incorporated municipal utility board, unless the mayor has been appointed superintendent of such utility board. AGO to Hon. N. L. Plunkett, September 28, 1977.

Pursuant to Section 12-14-50, Code of Alabama 1975, a municipal judge has the authority to supervise all court employees generally and pursuant to Rule 18 of the Alabama Rules of Judicial Administration, the municipal court clerk, not the city clerk, has the authority to supervise all court magistrates and other court personnel regarding administrative matters. AGO 2005-098.

(b) Power of Appointment. The mayor has the power to appoint all officers, whose appointment is not otherwise provided for by law. Section 11-43-81, Code of Alabama 1975. In *Scott v. Coachman*, 73 So.3d 607 (Ala. 2011), the Supreme Court of Alabama held that the mayor has the authority to hire most municipal employees. This overturned a long-standing interpretation that allowed the council to remove the mayor's power by ordinance. *Coachman* interpreted Section 11-43-81 of the Code, which provides that the mayor has the "power to appoint all officers whose

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **United States Department of Interior Water Resources Investigations**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

October 10, 2022

Mr. James Perkins Jr.
Mayor
City of Selma
222 Broad Street P.O. Box 450
Selma, AL 36702

Dear Mr. Perkins Jr.:

This is our standard joint-funding between the city of Selma and the U.S. Geological Survey for the operation of stage gage 02423000 on Alabama River at Selma, AL, during the period October 1, 2022 through September 30, 2023 in the amount of \$3,900 from your agency. Please sign and return one fully-executed original **My-Chae May, Budget Analyst at 3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816.**

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed **annually** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or email at mjmay@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
23MLJFAALDA042 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002540
Agreement #: 23MLJFAALDA042
Project #: ML009Z5
TIN #: 63--6001362

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Selma party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of stage gage 02423000 on Alabama River at Selma, AL, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$3,900 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002540
Agreement #: 23MLJFAALDA042
Project #: ML009Z5
TIN #: 63--6001362

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Associate – Southeast Data Program
(Alabama and Mississippi)
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: James Perkins Jr.
Mayor
Address: 222 Broad Street P.O. Box 450
Selma, AL 36702
Telephone: (334) 874-2101
Fax:
Email: mayoroffice@selma-al.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: mjmay@usgs.gov

Customer Billing Point of Contact


Name: James Perkins Jr.
Mayor
Address: 222 Broad Street P.O. Box 450
Selma, AL 36702
Telephone: (334) 874-2101
Fax:
Email: mayoroffice@selma-al.gov

U.S. Geological Survey
United States
Department of Interior

City of Selma

Signature

Signatures

By  Date: October 10, 2022
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Authorization to Apply to the Alabama Department of Transportation (ALDOT)
Alabama Transportation Rehabilitation and Improvement Program – II (ATRIP)**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R107-22/23

AUTHORIZATION TO APPLY TO THE ALABAMA DEPARTMENT OF
TRANSPORTATION (ALDOT) ALABAMA TRANSPORTATION
REHABILITATION AND IMPROVEMENT PROGRAM –II (ATRIP)

WHEREAS, the City of Selma, Alabama (“the City”) desires to submit an application to the Alabama Department of Transportation (ALDOT) Alabama Transportation Rehabilitation and Improvement Program (ATRIP) for the 2023 fiscal year; and

WHEREAS, ALDOT is making approximately \$50 million in federal project funds available for the state of Alabama to eligible for state and locals through their unit of local government; and

WHEREAS, the grant funds are available under a competitive selection process for a single project improvements benefiting the state highway system with an emphasis on economic growth, public safety, and transportation improvements with communities located within our area.; and

WHEREAS, the City of Selma possesses the legal authority to apply for said grant and has determined that adequate staff and expertise are in place to prepare the stated application and execute the proposed program; and

WHEREAS, the application will be reviewed for potential funding awards to localities rating the highest in the rating criteria; and

WHEREAS, the cost of the project is estimated at an amount not to exceed two million dollars (\$2,000,000.00) in federal funds with a \$150,000.00 in local funds to be allocated in the grant match line item within the fiscal 2023 budget; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to file the said application, including all understandings and assurances contained therein, and does hereby authorize and direct Mayor James Perkins, Jr., as the official representative of the applicant to act in connection with the application and to provide such information that may be required.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 8th day of November, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Authorization to Enter into an Agreement for Construction Engineering & Inspection Services for Marie Foster Sidewalk Improvements Project**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R113-22/23

**AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION
ENGINEERING & INSPECTION SERVICES FOR MARIE FOSTER SIDEWALK
IMPROVEMENTS PROJECT**

WHEREAS, the State of Alabama has provided funding in Project No. TAPOA-TA21 (930) Sidewalk Improvements Along Marie Foster Boulevard; and

WHEREAS, §41-16-51(a)(3) Code of Alabama, 1975, as amended, allows contracts to secure services with engineering firm possessing a high degree of professional skill to be let without competitive bidding; and

WHEREAS, the City of Selma, Alabama (“the City”) desires to authorize the Mayor to enter into an Agreement for Construction Engineering and Inspection Services with Civil Southeast, LLC for Construction Engineering and Inspection Services in conjunction with the construction of ALDOT Project TAPOA-TA21 (930) for the Sidewalk Improvements Along Marie Foster Boulevard; and

WHEREAS, the City of Selma has a need for construction engineering and inspection services in conjunction with said project; and

WHEREAS, the cost is estimated at an amount not to exceed ninety-three thousand and two hundred fourteen dollars (\$93,214.00) to be paid from the grant match line item already approved for the grant application; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to by the City Council of the City of Selma that the Mayor is authorized to enter into an Agreement with Civil Southeast, LLC for said construction engineering and inspection services. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 8th day of November, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2022, by and between the **City of Selma** hereinafter referred to as the OWNER, and **Civil Southeast, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to Construction Engineering & Inspection Services on **Project No. TAPOA-TA21(930) Sidewalk Improvements Along Marie Foster Boulevard**.

WHEREAS, not having engaged any other engineers for the Project, the OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and Engineer do agree, each with the other, as follows:

ARTICLE 1. BASIC SERVICES.

The ENGINEER shall provide the OWNER the following basic professional engineering and inspection services:

- 1.1 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction at the Site.
- 1.2 The ENGINEER will complete and maintain full and accurate daily record of all activities and events relating to the PROJECT.
- 1.3 The ENGINEER will complete and maintain PROJECT Diaries and Inspector's Daily Reports according to ALDOT procedures.
- 1.4 The ENGINEER will maintain a PROJECT log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
- 1.5 The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractor(s). The ENGINEER will not, however, guarantee the performance by any contractor.
- 1.6 The ENGINEER will provide construction observation of the work of the contractor as construction progresses in accordance with ALDOT's specifications, special provisions and standard drawings (latest addition at time of bid letting) as well as any regulations required by FHWA. The requirements by ALDOT and FHWA shall take precedence over plans and all other requirements. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER's performance of such detailed construction inspection. The ENGINEER's undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. The ENGINEER will provide

inspector(s) who meets all Alabama Department of Transportation and FHWA requirements and certifications.

1.7 The ENGINEER shall have no responsibility for any contractors' means, methods, techniques, equipment choice and usage. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents in accordance with ALDOT Standard Specifications for Highway Construction.

1.8 The ENGINEER will prepare estimates for progress and final payments.

1.9 The ENGINEER/OWNER/ALDOT will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.

1.10 The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the PROJECT involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.

1.11 The ENGINEER will assist OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor for a period of one (1) year after the date of the final inspection and acceptance of the facility by the OWNER.

ARTICLE 2. RESPONSIBILITIES OF THE OWNER.

The OWNER shall provide for the ENGINEER the following information and shall do the following:

2.1 The OWNER shall provide all criteria and full information as to the OWNER's requirements for the project and shall furnish all ALDOT & FHWA design and construction standards which the OWNER will require to be adhered to by the Contractor.

2.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the project.

2.3 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property and perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement.

2.4 The OWNER shall designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.

2.5 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, as well as such legal services as the

OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

ARTICLE 3. PERIOD OF SERVICE.

3.1 ENGINEER's obligation to provide services as contained in Article I and attachments thereto, will extend for the actual life of the construction project to include all final estimate documentation.

ARTICLE 4. COMPENSATION.

4.1 The OWNER agrees to pay the ENGINEER, in cash, compensation on a cost plus fixed fee basis for construction engineering and inspection services. An estimated breakout of the maximum construction engineering and inspection services cost is provided below:

- Labor Rates:
 - Senior Engineer \$50.00-60.00/hour
 - Civil Engineer III \$38.00-49.99/hour
 - Civil Engineer II \$30.00-37.99/hour
 - Civil Engineer I \$21.00-29.99/hour
 - Inspector II \$19.00-30.00/hour
 - Inspector I \$10.00-18.99/hour
 - Administrative Assistant II \$18.00-29.99/hour
 - Administrative Assistant I \$12.00-17.99/hour
 - Office Manager \$25.00-35.00/hour
- Overhead Rate (Safe Harbor): 110%
- Mileage Rate: Current Federal Mileage Rate
- Qualified Project Related Expenses: Cost + 10%
- Operating Margin (Profit): 10%

Total Fee Billed shall not exceed: \$93,784

4.2 The actual cost for work accomplished will include all costs related to salaries of employees for time directly chargeable to the project work and salary additives, such as the ENGINEER's expenses and overhead, to the extent they are properly allocable to the work of the project.

4.3 The ENGINEER will perform the necessary construction engineering and inspection work and unless substantial change is made in the plans or scope of work, the maximum payment shall not exceed **\$93,784**.

4.4 Billable overtime, approved by the sponsor, is all time worked over Forty Hours each week or holidays observed by the ENGINEER.

a. The hourly overtime rate will be 1.50 times the hourly billable rate.

b. Hours worked on holidays observed by the ENGINEER will be billable at the hourly rate of 2 times the hourly billable rate.

ARTICLE 5. RELATIONSHIP OF THE PARTIES.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorney's fees, resulting from or based upon ENGINEER's actions as OWNER's representative.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the Extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, ENGINEERs, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

ARTICLE 6. LIABILITY AND INDEMNITY.

6.1 The ENGINEER will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

6.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

6.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract value of this Agreement or the limits of the ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

6.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

6.5 The OWNER shall make no claim for professional negligence, either directly or by way of a cross complaint against the ENGINEER unless the OWNER has first provided the ENGINEER with a written certification executed by an independent ENGINEER currently practicing in the same discipline as the ENGINEER and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an ENGINEER performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the ENGINEER not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit

clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 7. OWNERSHIP AND USE OF DOCUMENTS.

7.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

7.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

7.3 OWNER may make and retain copies of documents for information and reference in connection with the services by ENGINEER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other PROJECT. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's ENGINEERS. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's ENGINEERS from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

7.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE 8. TERMINATION.

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon 20 days advance notice in writing. Payment due at such time shall be computed upon applicable terms of Article 4 and amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. MISCELLANEOUS.

9.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

9.2 It is understood and agreed by the parties hereto, that any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering drawings, and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

9.4 This Agreement is to be governed by the laws of the State of Alabama.

IN TESTIMONY to all of which said the **City of Selma, Alabama** has caused this instrument to be executed by its **Mayor**, and its seal affixed, for the **City of Prattville**; and said **Civil Southeast, LLC** has caused this instrument to be executed by its **Manager** on the date first written above.

Seal:

Attest:

City of Selma

Ivy Harrison
City Clerk

Honorable James Perkins, Jr.
Mayor

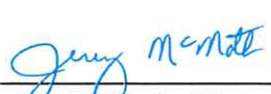
Seal:

Attest:

Civil Southeast, LLC



Will Barrett, PE
Project Manager



Jeremy McMath, PE
Manager

Project No. TAPOA-TA21(930)				
County Dallas				
Description Sidewalk Improvements Along Marie City of Selma				
Scope of Work CE&I				
Project Length 90 Working Days				
Consultant Civil Southeast, LLC				
Fee Proposal (CEI)				
PERSONNEL COST				
	Man-hours x Hourly Rate			
Professional Civil Engineer	133.00	\$	43.00	\$ 5,719.00
Project Manager	218.00	\$	37.00	\$ 8,066.00
Senior Inspector	756.00	\$	28.00	\$ 21,168.00
Administrative Assistant	38.00	\$	19.00	\$ 722.00
	Total Direct Labor			\$ 35,675.00
Combined Overhead (%)	110.00			\$ 39,242.50
Out-of-Pocket Expenses				\$ 5,416.50
	Sub-Total			\$ 80,334.00
Operating Margin (10%)				\$ 8,033.40
	Sub-Total			\$ 88,367.40
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
All Materials Testing to be preformed by ALDOT				
		\$		-
		\$		-
Subconsultant Administration Expense (5%)		\$		-
	Sub-Total			\$ 88,367.40
Facilities Capital Cost of Money (% of Direct Labor)	0.00			\$ -
	TOTAL FEE			\$ 88,367.40

Project No. TAPOA-TA21(930) County Dallas Description Sidewalk Improvements Along Marie Foster Boulevard City of Selma Scope of Work CE&I Project Length 90 Working Days Consultant Civil Southeast, LLC					
Out-of-pocket Expenses (CEI)					
TRAVEL COST					
Mileage Cost					
	Trips	Miles/Trip	\$/Mile	Total	
Senior Inspector	90	90	\$0.535	\$ 4,333.50	
Inspector Trips to ALDOT	0	0	\$0.535	\$ -	
Civil Engineer	15	100	\$0.535	\$ 802.50	
#REF!				Total Mileage Cost	
				\$ 5,136.00	
Subsistence Cost					
	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)**	0	0	\$75.00	\$ -	
				Total Subsistence Cost	
				\$ -	
				Total Travel Cost	
				\$ 5,136.00	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Construction Plans	5	24	120	\$ 1.20	\$ 144.00
Construction Specs	5	78	390	\$ 0.35	\$ 136.50
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 280.50
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 5,416.50
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

<p>Project No. TAPOA-TA21(930) County Dallas Description Sidewalk Improvements Along Marie City of Selma Scope of Work CE&I Project Length 90 Working Days Consultant Civil Southeast, LLC</p>				
CEI	Professional Civil Engineer	Project Manager	Senior Inspector	Administrative Assistant
Pre-Construction Preparation and Meeting	15.00	10.00	4.00	4.00
Submittal Review and Processing	12.00	24.00	4.00	2.00
Preparation, Review and Processing of Pay Requests	20.00	30.00	8.00	20.00
On-Site Inspection	54.00	90.00	720.00	0.00
Materials Certification Review and Coordination	8.00	24.00	4.00	8.00
Final Quantities & Documentation	24.00	40.00	16.00	4.00
CEI Totals	133.00	218.00	756.00	38.00



Project No. TAPOA-TA21(930)

County Dallas

Description Sidewalk Improvements Along Marie
Foster Boulevard
City of Selma

Scope of Work CE&I

Project Length 90 Working Days

Consultant Civil Southeast, LLC

CONCRETE POURS ESTIMATE

Pay Item	Item	Quantity	CY	Quantity Per Day	Days/Pours
618A000	Concrete Sidewalk	2370 SY	1035.00	36	29
618B003	Concrete Driveway	859 SY	1035.00	36	29
619A101	18" Side Drain Pipe End Tr	2 EA	4.00	2	2
621C056	Drainage Structures	1 EA	4	4	1
623A000	Concrete Curb	748 LF	44	9	5
620A000	Minor Structure Concrete	15	15	5	3
Total Days/Pours					69

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Approval of Budget Transfer from State Trust Fund Oil Lease for Downtown Street Resurfacing Project**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R114-22/23
APPROVAL OF BUDGET TRANSFER FROM STATE TRUST FUND OIL LEASE
FOR DOWNTOWN STREET RESURFACING PROJECT

WHEREAS, the City of Selma, Alabama (“the City”) desires to address issues of decaying, aging and functionally obsolete infrastructure to create a targeted state of good repair investment in the downtown corridor; and

WHEREAS, the project revitalizes important access points throughout downtown Selma and resurfaces the seven most traveled roadways in downtown Selma to enhance connectivity for residents to institutions, jobs, stores, and businesses; and

WHEREAS, the City of Selma solicited cost estimates from professional engineering firms and anticipates cost share agreements with the Dallas County Commission for an amount not to exceed \$400,000 and the Delta Regional Authority (DRA) States’ Economic Development Assistance Program (SEDAP) for an amount not to exceed \$407,000; and

WHEREAS, the cost of the project is estimated at one million, five hundred forty-five thousand, six hundred and twenty-five dollars (\$1,545,625.00); and

WHEREAS, the city commits to leverage Alabama Trust Oil Lease Funds and transfer 60% from each discretionary line item in the 108-6000-52070 account to be allocated to a consolidated expense account in the 108 Fund.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to transfer the aforementioned funding amounts between the to/from accounts identified herein for the purpose of executing the Downtown Street Resurfacing Project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
on this the 8th day of November, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR



INVEST SELMA

GROWING, TOGETHER

FY23 COMMUNITY PROJECT REQUEST

DOWNTOWN SELMA COMPLETE STREETS PROJECT

CITY OF SELMA
SELMA, ALABAMA



PROJECT AMOUNT
\$3,700,000

MAYOR JAMES PERKINS, JR.

OFFICE OF PLANNING & DEVELOPMENT

DANIELLE WOOTEN
DIRECTOR

HENRY THOMPSON
ASSISTANT DIRECTOR



I. PROJECT OVERVIEW



By addressing issues of decaying, aging and functionally obsolete infrastructure, such as potholes, gaps in sidewalks, and lack of parking, the project creates a targeted state of good repair investment in the downtown corridor. The project revitalizes important access points throughout downtown Selma and resurfaces the seven most traveled roadways in downtown Selma, improves 160 parking spaces, installs streetscaping treatments, upgrades lighting and traffic signals, expands accessibility with pedestrian and bike improvements that will extend connectivity for low-income rural residents to institutions, jobs, stores, and businesses. Quality of life will be enhanced by providing transportation choices through procurement of energy efficient buses and safe mobility options for motorists, pedestrians, cyclists, and potential public transit passengers.

PROJECT BUDGET

NO.	DESCRIPTION	PRICE
1	Survey, design, inspection, and construction to repair and resurface seven streets Alabama Avenue, Selma Avenue, Lauderdale Street, Water Avenue, Franklin Street, Washington Street, Church Street and upgrade traffic signals and striping	\$1,545,625.00
2	Installation of streetscaping treatments and upgraded lighting	\$1,500,000.00
3	Improvements to 160 downtown parking spaces	\$500,000.00
4	Procurement of energy efficient buses	\$154,375.00
TOTAL BUDGET		\$3,700,000.00



SUMMARY OF NEED

The U.S. Chamber of Commerce identifies failing infrastructure as a critical issue for private and public organizations, finding that infrastructure "is the foundation for the operation of every business in the United States. A strong infrastructure is critical to keeping Americans safe and prosperous." Similarly, the American Society of Civil Engineers' (ASCE) 2021 Report Card for America's Infrastructure found that 43% of public roadways are in "poor or mediocre condition," with the majority of deteriorated conditions on non-interstate roads. According to Alabama Department of Transportation, the downtown area sees 23,224 daily travelers and over 8.4 million annual travelers of which 5.517 are heavy commercial trucks causing significant premature deterioration of specified public roadways.

COMMUNITY SUPPORT

The City of Selma informed local business owners and organizations of the proposed project area to include Church Street, Lauderdale Street, Washington Street, Franklin Street, Alabama Avenue, Selma Avenue, and Water Avenue that will not only help improve Selma's aging infrastructure, but will also strengthen the appeal for downtown investment thus energizing revitalization efforts. Strong support has been garnered from the following local businesses, organizations, and entities:

- Dallas County Commission - 102 Church St #104, Selma, AL 36701
- Alabama State Senate District 23 - 11 South Union Street Montgomery, AL 36130
- Selma-Dallas County Chamber of Commerce - 912 Selma Ave, Selma, AL 36701
- South Land Company, LLC - 30 Lauderdale St Selma, AL 36701
- Alabama Power - 217 Church St Selma, AL 36701
- Walton Theater - 1000 Selma Ave Selma, AL 36701
- Arts Revive - 3 Church St Selma, AL 36701
- Queen City Kale - 1010 Water Ave Selma, AL 36701
- Gallery 905 - 905 Water Ave Selma, AL 36701
- St. James Hotel Sterling Restaurant - 1200 Water Ave Selma, AL 36703
- Arsenal Place Blackbelt Workforce Initiative - 22 Church St Selma, AL 36701
- Tin Man Studio - 9 Lauderdale Street Selma, AL 36701
- Rural Health Medical Program, Inc. - 101 Church St # C, Selma, AL 36701
- Macks Amillion Daiquiri Shop - 101 Washington St Selma, AL 36703
- Look - 118 Lauderdale St Selma, AL 36701
- Selma Beauty Supply - 1208 Alabama Ave Selma, AL 36703
- Reeves and Stewart, PC - 101 Church St # B, Selma, AL 36701
- Resurrection Barbershop - 1207 Alabama Ave Selma, AL 36703
- First Baptist Church - 325 Lauderdale St Selma, AL 36701
- On Time Fashion - 1120 Alabama Ave Selma, AL 36703
- St. Paul Episcopal Church - 210 Lauderdale St Selma, AL 36701
- Blue Jean Church - 1209 Selma Ave Selma, AL 36701
- Seniq's Variety Cafe - 118 Washington St Selma, AL 36703

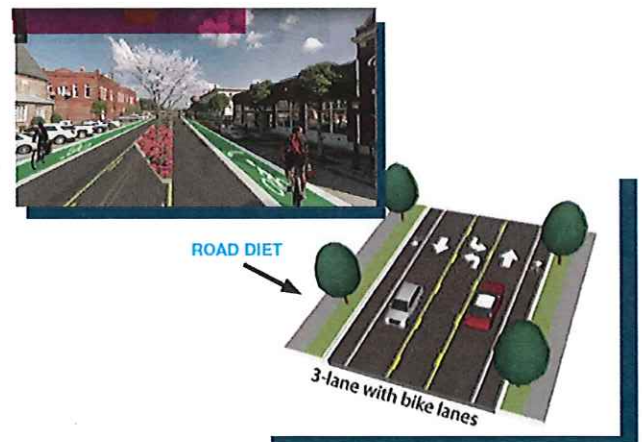


EXHIBIT B.
FY2022 ALDOT RAA APPLICATION
DOWNTOWN STREETS RESURFACING AND RESTRIPING
OPINION OF PROBABLE COST
Selma, Alabama
1/13/2022

Item No.	Street Name	Estimated Cost
1	Alabama Avenue	\$ 224,100.00
2	Selma Avenue	\$ 236,600.00
3	Lauderdale Street	\$ 177,850.00
4	Water Avenue	\$ 94,400.00
5	Franklin Street	\$ 164,700.00
6	Washington Street	\$ 211,750.00
7	Church Street	\$ 175,400.00
Estimated Construction Cost		\$ 1,284,800.00

Notes

1. *This estimate has been provided without the benefit of topographical survey, ROW staking, or engineering and inspection estimates.*
2. *Due to current material cost fluctuations, this estimate is subject to change based on future material costs*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Authorization to Approve Christmas Contracts and Expenses**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R115-22/23
AUTHORIZATION TO APPROVE CHRISTMAS CONTRACTS AND EXPENSES

WHEREAS, the City of Selma, Alabama (“the City”) desires host the Annual Christmas activities and determines that the holding of these public events and the costs thereof will promote the public health, safety, and general welfare of the City and will serve a valid and sufficient public purpose; and

WHEREAS, the City desires to enter into an agreement with Pyro Shows of Alabama, Inc to produce the fireworks display for the 2022 Christmas Celebration in an amount not to exceed thirty five hundred dollars (\$3500.00) in accordance with state and federal regulations; and

WHEREAS, The City anticipates all associated expenses not to exceed ten thousand dollars (10,000.00) to be paid from budget line item 3.6000.57180.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to enter into an agreement with Pyro Shows of Alabama, Inc and executes all associated expenses for the purpose of executing for the Annual Christmas Event the project for the above funding amounts. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
on this the 8th day of November, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

This Agreement made on by and between PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as "PYRO SHOWS" and City of Selma with its principal place of business located at PO Box 450 Selma, AL 36702-0450 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 22 AL 12-04-C-3500-000105 dated . The Show will be given on December 4, 2022. Rain date/postponement date: No Rain Date Selected 0, 0
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Selma shall pay PYRO SHOWS \$ 3,500.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 3,500.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 1,750.00) upon return of signed contract by N/A 0, 0. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Pyro Shows of Alabama,
 PO Box 1776
 LaFollette, TN 37766

Deposit Invoice

Date	Estimate #
10/24/2022	22PSAL00105

Name / Address
Selma, City of PO Box 450 Selma, AL 36702-0450

Project	P.O. No.	Show Date	Terms
	Christmas 2022	12/4/2022	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement - Selma, City of Christmas 12/04/2022	1,750.00	1,750.00	
Contract #22-AL-1204-C-3500-000105 Total: \$3,500.00			
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"> <p><i>Please Remit to: Pyro Shows of Alabama, Inc. P.O. Box 1776 LaFollette, TN 37766</i></p> </div>			
We appreciate your prompt payment.		Total	\$1,750.00

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Authorization to Acquire State Tax Delinquent Properties Alabama Department of Revenue**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R118-22/23

**AUTHORIZATION TO ACQUIRE STATE TAX DELINQUENT
PROPERTIES FROM THE ALABAMA DEPARTMENT OF REVENUE**

WHEREAS, the City of Selma (hereinafter called the "City") desires to enter into an acquisition agreement with the Alabama Department of Revenue Tax Delinquent Division (hereinafter called the "ADR") for the 2022-23 fiscal cycle; and

WHEREAS, the ADR will allow the City to acquire approximately 200 tax delinquent properties for the purpose of neighborhood revitalization available upon the submission of a request from the City of Selma; and

WHEREAS, the City will fund the project of acquiring the said properties with a total budget of not to exceed \$20,000.00 to be allocated in the Planning & Development Special Projects line item 1-6006-51021 to revitalize neighborhoods within our community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to negotiate and execute all acquisition documents and activities pertaining to tax delinquent properties from the Alabama Department of Revenue for the purpose of neighborhood revitalization. The executed agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 8th day of November , 2022.

ATTEST:

WARREN BILLY YOUNG, PRESIDENT

IVY HARRISON, CLERK

APPROVED:

JAMES PERKINS JR., MAYOR

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Correction to Resolution R129-18/19 Declaration of Surplus of Unneeded Property in the Selma Police Department**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

**RESOLUTION
R116-22/23
CORRECTION TO RESOLUTION R129-18/19
DECLARATION OF SURPLUS OF UNNEEDED PROPERTY
IN THE SELMA POLICE DEPARTMENT**

WHEREAS, Alabama Code Section 11-43-56 states that the council shall have the management and control of the finances and all of the property, real and personal, belonging to the city or town; and

WHEREAS, the Purchasing Clerk of the City of Selma has concluded and determined that the following property VIN numbers were listed incorrectly for Selma Police Department vehicles on Resolution R129-18/19, and need to be corrected in our records:

Fleet Number	Year/Model	Corrected VIN Number
01	2010 Dodge Charger	2B3AA4CTXAH208111
99	2008 Ford Crown Victoria	2FAFP71V48X119015
N/A	2000 Ford Crown Victoria	2FAFP71W2YX191473
N/A	2010 Chevy Impala	2GIWD5EM3A1245896

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma, Alabama that the personal property listed above is listed correctly in our inventory of property for the Selma Police Department.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are hereby authorized to dispose of the personal property listed above by allowing the same to be discarded as deemed appropriate under Section 2-322 of the Selma Municipal Code.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE ___ DAY OF _____, 2022.**

The Municipality of Selma, Alabama

Warren Young, *President*

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

RESOLUTION
NO. 0129-18/19

Declaration of Surplus of Unneeded Property

WHEREAS, the City of Selma owns certain personal property described as follows:

- Fleet Number 01: 2010 Dodge Charger VIN 2B3AA4CTXAH208110 ✓
- Fleet Number 29: 2003 Ford Crown Victoria VIN 2FAFP71W74X129299 ✓
- Fleet Number N/A: 2004 Ford Crown Victoria VIN 2FAFP71W34X129302 ✓
- Fleet Number 43: 2010 Dodge Charger VIN 2B3AA4CT7 AH208115 ✓
- Fleet Number: 19 2010 Dodge Charger VIN 2B3AA4CT1AH208112 ✓
- Fleet Number 37: 2008 Ford Crown Victoria VIN 2FAFP71V28X119003 ✓
- Fleet Number 35: 2005 Ford Crown Victoria VIN 2FAFP71 W05X120509 ✓
- Fleet Number 76: 2007 Ford Crown Victoria VIN 2FAFP71W67X106486 ✓
- Fleet Number 17: 2007 Ford Crown Victoria VIN 2FAFP71W17X106492 ✓
- Fleet Number 99: 2008 Ford Crown Victoria VIN 2FAFP71 V98X119015 ✓
- Fleet Number: 32 2010 Dodge Charger VIN 2B3AA4CT5AH208114 ✓
- Fleet Number: 74 2008 Ford Crown Victoria VIN 2FAFP71V68X118999 ✓
- Fleet Number: 24 2007 Ford Crown Victoria VIN 2FAFP71W27X106470 ✓
- Fleet Number: 84 2007 Ford Crown Victoria VIN 2FAFP71W17X106475 ✓
- Fleet Number N/A: 2008 Ford Crown Victoria VIN 2FAFP71W28X191473 ✓
- Fleet Number: 38 2010 Dodge Charger VIN 2B3AA4CT9AH208116 ✓
- Fleet Number 30: 2007 Ford Crown Victoria VIN 2FAFP71W87X106487 ✓
- Fleet Number 56: 2008 Ford Crown Victoria VIN 2FAFP71V58X119013 ✓
- Fleet Number 34: 2005 Ford Crown Victoria VIN 2FAFP71W95X120511 ✓
- Fleet Number 70: 2000 Chevy Lumina VIN 2G1WL52K4X9229089 ✓
- Fleet Number N/A: 1996 Nissan Sentra VIN 1N4AB41DOTC736095 ✓
- Fleet Number N/A: 2010 Chevy Impala VIN 2G1WDS3A1245869 ✓
- Fleet Number 42: 2007 Ford Crown Victoria VIN 2FAFP71 W77X106495 ✓
- Fleet Number 27: 2007 Ford Crown Victoria VIN 2FAFP71W97X106482 ✓
- Fleet Number 22: 2010 Dodge Charger VIN 2B3AA4CT1AH208109 ✓
- Fleet Number N/A: 2005 Gulfstream VIN INL1GTM2651070059 ✓

WHEREAS, the Chief of Police has concluded and determined that this property is unneeded and the same is in need of major repair; and

WHEREAS, the City of Selma desires to dispose of this property via sale to the highest bidder via the bid process provided under Ordinance Number 83-07; and

WHEREAS, §11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma that the personal property listed above is no longer needed for public or municipal purposes and is hereby declared to be surplus property.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are hereby authorized to dispose of the personal property listed above by allowing the same to be sold to the bidder via bid process provided under Ordinance Number 83-07.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE 14TH DAY OF MAY, 2019.

Corey Bw
Corey Bbwie, President

ATTEST:

Ivy Harrison
Ivy Harrison, City Clerk

APPROVED:

Darrio Melton
Darrio Melton, Mayor

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Landbank Ordinance**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

**ORDINANCE
O103-22/23
AN ORDINANCE FOR THE LAND BANK**

Chapter 15 – LAND BANK AUTHORITY[1]

Footnotes:

--- (1) ---

This Chapter is authorized by The Alabama Land Bank Authority Act, Sections 24-9-1 et seq. (Act 2013-249).

ARTICLE I. - IN GENERAL

Sec. 15-1. - This chapter shall be known and may be cited as the Selma Land Bank Local Authority.

Sec. 15-2. – Purpose - The Selma Land Bank Local authority is organized according and pursuant to Section 24-9-1 et seq., the Alabama Land Bank Authority Act. The Selma Land Bank Local Authority (“SLBA”) is hereby created for the purpose of acquiring tax delinquent properties in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry, new commercial and economic development, other productive uses, jobs for the citizens, assemble parcels of real property for redevelopment, stabilize property values, and remove blight.

Sec. 15-3. - Eminent Domain

The local authority does not have the power of eminent domain.

State Law reference—no power of eminent domain.

(§ 24-9-3 Code of Alabama, 1975)

Sec. 15-4. – Definitions

When used in this Ordinance, the following words shall have the following meanings:

- (1) *AGREEMENT*. The intergovernmental cooperation agreement entered into between an authority and a local authority by the parties pursuant to this chapter.
- (2) *BOARD*. The Alabama Land Bank Authority Board.

(3) *LOCAL AUTHORITY*. A local land bank local authority created by a county or municipality as provided in Section 24-9-10.

(4) *PROPERTY*. Real property, including any improvements thereon.

(5) *TAX-DELINQUENT PROPERTY*. Any property on which the taxes levied and assessed by any party remain in whole or in part unpaid on the date due and payable.

Sec. 15-5. – Selma Land Bank Authority Board

(a) There is created a Selma Land Bank Authority Board which shall govern the local authority to administer and enforce this chapter.

(b) The board shall consist of the following members:

(1) Director 1 shall have experience in real estate, property management, real estate law, residential and/or commercial contracting and rehabilitation of properties.

(2) Director 2 shall be a professional in the Finance or Banking industry with experience in lending, finance and/or tax credits for residential and commercial properties. This member should also have experience with affordable and low-income housing.

(3) Director 3 shall be a registered architect, Landscape Architect or City Planner with experience in long range planning and neighborhood/community master planning.

(4) Director 4 shall be a specialist in housing related activities with experience in developing affordable housing for low and moderate income families or a member of a non-profit involved in affordable housing for residents of the City of Selma.

(5) The office of the Mayor of the City of Selma shall recommend three directors for the Board. These shall be known as “Director 5,” “Director 6,” and Director 7”.

(6) The Mayor will serve as Director 5, Director 6, or Director 7, unless he or she decides not to serve on the Board.

(c) The Council of the City of Selma shall appoint all directors recommended by the Mayor and Council to serve staggered terms, other than the Mayor, if he/she chooses to serve on the Board. If he/she chooses to serve on the Board, the Mayor’s term shall coincide with his/her term of office.

(d) All other directors shall serve four-year terms. The term of office for all appointed directors shall be staggered. The initial directors other than the Mayor, if applicable, shall serve the following terms. Directors 1, 4 and 7 shall serve two-year terms.

Directors 2 and 5 shall serve three-year terms. Directors 3 and 6 shall serve four-year terms.

(e) Directors shall receive no compensation for their service but may be reimbursed for expenses incurred in the performance of their duties.

(f) The Mayor shall be the only elected official eligible to serve on the Board, if he/she chooses to serve on the Board.

(g) The board may employ the necessary personnel for the performance of its functions and fix their compensation.

(h) Each director appointed by the Council, including a director appointed to fill a vacancy, shall hold office until the expiration of the term for which he or she was appointed.

(i) With the exception of the Mayor, if a director is absent for more than half of the board's meetings in a twelve-month period, the director shall be removed from the Board by a vote of the City Council in accordance with the by-laws of the authority.

(j) The Directors must complete an Alabama Ethics Law course during their first year on the Board.

(k) The membership of the board shall be inclusive and reflect the racial, gender, geographic, urban/rural, and economic diversity of the local, county, state, and national regions.

Sec. 15-6. – Acquisition of tax delinquent properties.

(a) The local authority, at such times as it deems to be appropriate, may submit a written request to the Land Commissioner of the Alabama Department of Revenue for the transfer of the state's interest in certain properties to the local authority. Upon receipt of such request, the Land Commissioner shall issue a tax deed conveying the state's interest in the property to the local authority. The local authority shall not be required to pay the amount deemed to have been bid to cover delinquent taxes or any other amount in order to obtain the tax deed.

(b) (1) Delinquent property which may be transferred by the Land Commissioner to the local authority shall be limited to parcels which have been bid in for the state pursuant to Chapter 10 of Title 40 for at least five years and the state's interest in real property acquired pursuant to Chapter 29 of Title 40 for delinquent taxes administered by the state and held for at least five years.

(2) The Land Commissioner or his or her agents or assistants may adopt rules necessary to transfer such properties to the local authority.

(c) The local authority shall administer properties acquired by it as follows:

(1) All property acquired by the local authority shall be inventoried and the inventory shall be maintained as a public record.

(2) The local authority shall have the power to manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange, or otherwise dispose of any property acquired pursuant to subsection (b)(1), on terms and conditions determined in the sole discretion of the local authority.

(d) Nothing contained in Act 2013-249 shall be construed to grant any power of eminent domain to the local authority or any local authority.

Sec. 15-7.- Disposition of tax delinquent properties.

(a) The local authority shall adopt rules and regulations for the disposition of property in which the local authority holds a legal interest, which rules and regulations shall address the conditions set forth in this section.

(b) The local authority may manage, maintain, protect, rent, repair, insure, alter, convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the local authority holds a legal interest to any public or private person for value determined by the local authority on terms and conditions, and in a manner and for an amount of consideration the local authority considers proper, fair, and valuable, including for no monetary consideration. The transfer and use of property under this section and the exercise by the local authority of powers and duties

under Act 2013-249 shall be considered a necessary public purpose and for the benefit of the public.

(c) Before the local authority may sell, lease, exchange, trade, or otherwise dispose of any property, it shall either:

- (1) Establish a purchase price and conditions for sale purposes.
- (2) Establish a price and conditions for rent or lease purposes.
- (3) Establish the conditions for trade, exchange, or other disposal of the property.

The conditions made pursuant to this subsection may include a requirement that the transferee must provide a development plan or execute a development agreement with the local authority specifying the transferee's commitments regarding the development of the property and the time frame within which the development must occur, the range of permitted uses for the property, and any restrictions on its subsequent resale or transfer.

(d) The disposition of property by the local authority shall not be governed by any laws or regulations otherwise applicable to the disposition of property by a state or local agency. Provided, however, that, prior to the disposition of property, the local authority shall give notice of its intent to dispose of any property for which notice was not previously advertised by the Commissioner of Revenue, or his or her designee, or by a local official in a manner as prescribed by the local authority and shall include in the notice the date, time, and place at which persons objecting to the intended action must appear. If no objection is made within 30 days from the date of the notice, the local authority may proceed with the disposition of the property as noticed without a public auction.

(e) No property shall be sold, traded, exchanged, or otherwise disposed of by the local authority to any entity for investment purposes only and with no intent to use the property other than to transfer the property at a future date for monetary gain.

(f) The local authority shall not sell, trade, exchange, or otherwise dispose of any property held by the local authority to any party who had an interest in the property at the time it was tax delinquent or to any party who transferred the party's interest in the property to the local authority by sale, trade, exchange, or otherwise, unless the person pays all the taxes, interest, municipal liens, penalties, fees, and any other charges due and owing under Chapter 10 and Chapter 29 of Title 40, including the amount to the Land Commissioner had the property not been transferred to the local authority.

(g) At the time that the local authority sells or otherwise disposes of property as part of its land bank program, the proceeds of the sale shall be distributed equally as follows:

- (1) One-third to the operations of the local authority.

(2) One-third to the recovery of local authority expenses.

(3) If the property was initially bid in for the state for delinquent ad valorem taxes, one-third to the recipients of ad valorem taxes within the jurisdiction of the tax delinquent property, including the appropriate school districts, in proportion to and to the extent of their respective tax bills and costs. Otherwise, the remaining one-third of the proceeds shall be remitted to the state Comptroller to be distributed to the statutorily designated recipient or recipients of the delinquent tax for which the property was seized.

(h) Except as otherwise provided in this section, the local authority shall have full discretion in determining the sale price of the property. No purchaser from the local authority shall be responsible for the proper disposition of the proceeds paid to the local authority for the purchase of property. (Section 24-9-8 Code of Alabama 1975)

Sec. 15-8.- Quiet title and foreclosure action.

(a) The local authority may initiate a quiet title action under this section to quiet title to real property held by the local authority or interests in tax delinquent property held by the local authority by recording with the office of the judge of probate in the county in which the property subject to quiet title action is located a notice of pending quiet title action. The notice shall include the name of the taxpayer whose interest was affected by the tax sale; the name of any other party as revealed by a search and examination of the title to the property who may claim an interest in the property; a legal description of the property; the street address of the property if available; the name, address, and telephone number of the local authority; a statement that the property is subject to the quiet title proceedings under Act 2013-249; and a statement that any legal interests in the property may be extinguished by a circuit court order vesting title to the property in the local authority. Notwithstanding anything in this chapter to the contrary, no quiet title action and nothing in this chapter shall affect any right, title, or interest, whether recorded or unrecorded, in the subject property which was held at the time of the tax sale by any person or entity engaged in the generation, transmission, or distribution of electric power, natural gas, or telecommunications.

(b) After the notice required under subsection (a) has been recorded, the record title to the property shall be examined and an opinion of title rendered by an attorney at law, who is licensed to practice law in this state, or a certificate of title shall be prepared by a title agent or title insurer duly licensed under the Alabama Title Insurance Act as set out in Section 27-25-1, et seq., for the benefit of the local authority in order to identify all owners of an interest in the property.

(c) Once the local authority has identified the owners of interest in the property, the local authority shall file a single petition with the clerk of the circuit court for the judicial district in which the property subject to foreclosure under this section is located listing all property subject to foreclosure by the local authority and for which the local authority seeks to quiet title. No such action shall be subject to the payment of filing fees. The list

of properties shall include a legal description of, a tax parcel identification number for, and the street address of each parcel or property. The petition shall seek a judgment in favor of the local authority against each property listed and shall include a date, within 90 days, on which the local authority requests a hearing on the petition. The petition shall request that a judgment be entered vesting absolute title in the local authority, without right of redemption for each parcel of property listed, as provided in this section. At any time during the pendency of this action, the local authority may file a motion to release or dismiss a certain parcel or parcels of land from the petition, which release will not affect the remaining parcels of land subject to the petition.

(d) The case shall be docketed in the circuit court by the clerk, and shall be a preferred case therein. The circuit court in which a petition is filed under subsection (c) shall immediately set the date, time, and place for a hearing on the petition for quiet title. In no event may the clerk schedule the hearing later than 90 days after the filing of a petition by the local authority under subsection (c). The court, on the request of a party or as needed to allow completion of service of process on all interested persons, and to allow those persons 30 days after service of process to file an answer or other responsive pleadings to the petition, may extend the 90-day period for good cause shown.

(e) The local authority shall serve all persons having record title or interest in or lien upon the property with a notice of the hearing on the petition to quiet title. Such service shall be attempted by personal service and by certified mail; provided if service is perfected by either method, the service will be sufficient to provide service of process upon all persons having record title or interest in or lien upon the property. If the persons entitled to service are located outside the county, they may be served by certified mail.

(f) The notice required under subsection (e) shall include:

(1) The date on which the local authority recorded, under subsection (a), the notice of the pending quiet title and foreclosure action.

(2) A statement that a person with a property interest in the property may lose such interest, if any, as a result of the quiet title and foreclosure hearing.

(3) A legal description, tax parcel identification number of the property, and the street address of the property.

(4) The date and time of the hearing on the petition for quiet title and a statement that the judgment of the court may result in title to the property vesting in the local authority.

(5) An explanation of any rights of redemption and notice that the judgment of the court may extinguish any ownership interest in or right to redeem the property.

(6) The name, address, and telephone number of the local authority.

(g) In the event the sheriff is unable to perfect service or certified mail attempts are returned unclaimed, the local authority shall conduct a search for the person with an interest in the property conveyed to the local authority.

(1) The search, at a minimum, shall include the following:

a. An examination of the addresses given on the face of the instrument vesting interest or the addresses given to the clerk of the probate court by the transfer declaration form.

b. A search of the current telephone directory for the municipality and the county in which the property is located.

c. A letter of inquiry to the person who sold the property to the owner whose interest was sold in the tax sale at the address shown in the transfer tax declaration or in the telephone directory.

d. A letter of inquiry to the attorney handling the closing prior to the tax sale if such information is provided on the deed forms.

(2) A sign being no less than four feet by four feet shall be erected on the property and maintained by the local authority for a minimum of 30 days reading as follows:

“THIS PROPERTY HAS BEEN CONVEYED TO THE _____ LAND BANK LOCAL AUTHORITY AND IS SUBJECT TO A QUIET TITLE ACTION. PERSONS WITH INFORMATION REGARDING THE PRIOR OWNERSHIP OF OR INTEREST IN THE PROPERTY ARE REQUESTED TO CONTACT THE LAND BANK LOCAL AUTHORITY AT _____.”

(3) Any additional parties who are identified as having an interest in the property shall be provided notice in accordance with this section.

(h) If the interested party is an individual, the local authority shall examine voter registration lists, available municipal archives for records of deaths, and the probate court records of estates opened in the county in which the property is located.

(i) If the interested party is a business entity, the local authority shall search the records of the Secretary of State for the name and address of a registered agent.

(j) If an interested party appears at the hearing and asserts a right to redeem the property, that party may redeem in accordance with Chapter 10 and Chapter 29 of Title 40.

(k) (1) If the local authority has made the search as required by this section and been unable to locate those persons required to be served under subsection (e), and has located additional addresses of those persons through the search and attempted without success to serve those persons in either manner provided by subsection (e),

the local authority shall provide notice by publication. Prior to the hearing, a notice shall be published once each week for three successive weeks in a newspaper of general circulation in the county in which the property is located. If no paper is published in that county, publication shall be made in a newspaper of general circulation in an adjoining county. This publication shall substitute for notice under this subsection or subsection (g). The published notice shall include the information required in subsection (f). Should the identity of some or all of the persons who may have an interest in the property be unknown, or should such persons be infants or persons of unsound mind, the court shall appoint a *Guardian Ad Litem* to represent and defend the interests of such unknown, infant, or incompetent parties in the action.

(2) A person claiming an interest in a parcel of property set forth in the quiet title action who desires to contest that petition shall file an answer containing written objections with the clerk of the circuit court and serve those objections on the local authority before the date of the hearing. The circuit court may appoint and utilize as the court considers necessary a special master for assistance with the resolution of any objections to the quiet title action or questions regarding the title to property subject thereto. Within 30 days following the hearing, the circuit court shall enter judgment on a petition to quiet title. The circuit court's judgment shall specify all of the following:

- a. The legal description, tax parcel identification number, and, if known, the street address of the subject property.
- b. That fee simple title to the property by the judgment is vested absolutely in the local authority, except as otherwise provided in paragraph e., without any further rights of redemption.
- c. That all liens against the property, including any lien for unpaid taxes or special assessments, are extinguished.
- d. That, except as otherwise provided in paragraph e., the local authority has good and marketable fee simple title to the property.
- e. That all existing recorded and unrecorded interests in the property are extinguished, except a recorded easement or right-of-way, restrictive covenant, prior reservation or severance of all mineral, mining, oil and gas rights within and underlying the property, such state of facts as shown on recorded plats, or restrictions or covenants imposed under the Alabama Land Recycling and Economic Development Act or any other environmental law in effect in the state, severed oil, gas, and mineral rights and mineral leases and agreements are excepted from Act 2013-249 and any quiet title action authorized herein.
- f. A finding that all persons entitled to notice and an opportunity to be heard have been provided that notice and opportunity and that the local authority

provided notice to all interested parties or that the local authority complied with the notice procedures in subdivision (1), which compliance shall create a rebuttable presumption that all interested parties received notice and an opportunity to be heard.

(l) Except as otherwise provided in paragraph e. of subdivision (2) of subsection (k), fee simple title to property set forth in a petition for quiet title filed under subsection (c) shall vest absolutely in the local authority upon the effective date of the judgment by the circuit court and the local authority shall have absolute title to the property. The local authority's title is not subject to any recorded or unrecorded lien, except as provided in paragraph e. of subdivision (2) of subsection (k) and shall not be stayed except as provided in subsection (m). A judgment entered under this section is a final order with respect to the property affected by the judgment.

(m) The local authority or a person claiming to have an interest in property under this section may within 42 days following the effective date of the judgment under subsection (k) appeal the circuit court's judgment quieting title to the property to the court of appeals. An appeal under this subsection is limited to the record of the proceedings in the circuit court under this section. In the event of a timely appeal, the circuit court's judgment quieting title to the property shall be stayed until the court of appeals has reversed, modified, or affirmed that judgment. If an appeal under this subsection stays the circuit court's judgment, the circuit court's judgment is stayed only as to the property that is the subject of that appeal and the circuit court's judgment quieting title to other property that is not the subject of that appeal is not stayed.

(n) The local authority shall record an order of judgment for each parcel of property in the office of the judge of probate for the county in which the subject property is located.

(o) Notwithstanding the requirements for adverse possession under Section 40-10-82, or any other law, the local authority may initiate a quiet title action under this section at any time after acquiring an interest in the property which is subject to the action. A final decree of an action properly filed in compliance with this section shall extinguish all outstanding rights of redemption.

Sec. 15-9. - Applicability of Ordinance.

This Ordinance shall not apply to property owned, operated, or used by utilities in the generation, transmission, or distribution of electricity.

Sec.15-10. – Incorporation of local authority.

(a) If the number of tax delinquent properties in a municipality exceeds 1,000, then the governing body of a municipality may adopt a resolution declaring that it is wise, expedient, and necessary that a local authority be formed by the municipality by the filing for record of a certificate of incorporation in accordance with the provisions of subsection (c).

(b) If the number of tax delinquent properties in a municipality exceeds 1,000, then the governing body of a county may adopt a resolution declaring that it is wise, expedient, and necessary that a local authority be formed by the county by the filing for record of a certificate of incorporation in accordance with the provisions of subsection (c).

(c) Upon the adoption of the authorizing resolution, the municipality shall proceed to incorporate the local authority by filing for record in the office of the judge of probate of the county a certificate of incorporation which shall comply in form and substance with the requirements of Act 2013-249 Section 24-9-10 and which shall be in the form and executed in the manner herein provided. The certificate of incorporation of the local authority shall state all of the following:

- (1) The name of the local unit of government forming the local authority.
- (2) The name of the local authority.
- (3) The size of the initial governing body of the local authority, which shall be composed of an odd number of members, but not less than five.
- (4) The qualifications, method of selection, and terms of office of the initial board members.
- (5) A method for the adoption of bylaws by the governing body of the local authority.
- (6) A method for the distribution of proceeds from the activities of the local authority.
- (7) A method for the dissolution of the local authority.
- (8) Any other matters considered advisable by the local unit of government, consistent with Act 2013-249.

(d) Following incorporation, a local authority may enter into an intergovernmental agreement with the local authority providing for the transfer to the local authority of any property held by the local authority which is located within the corporate limits of the municipality or the boundary of the county which created the land bank.

(e) A local authority shall have all of the powers of the local authority as set forth in this chapter.

(f) A local unit of government and any agency or department of such local unit of government may do one or more of the following:

- (1) Anything necessary or convenient to aid a local authority in fulfilling its purposes under Act 2013-249.

(2) Lend, grant, transfer, appropriate, or contribute funds to a local authority in furtherance of its purposes.

(3) Lend, grant, transfer, or convey funds to a local authority that are received from the federal government or this state or from any nongovernmental entity in aid of the purposes of Act 2013-249.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE ___ DAY OF _____, 2022.**

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Resolution Providing for the City of Selma, Alabama Participation in the “Severe Weather Preparedness Sales Tax Holiday” as Authorized by 40-23-230 Through 40-23-233, Code of Alabama 1975**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

**RESOLUTION
R112-22/23**

**RESOLUTION PROVIDING FOR CITY OF SELMA, ALABAMA
PARTICIPATION IN THE “SEVERE WEATHER PREPAREDNESS
SALES TAX HOLIDAY” AS AUTHORIZED BY 40-23-230 THROUGH
40-23-233, CODE OF ALABAMA 1975**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256 (40-23-230 through 40-23-233, *Code of Alabama 1975*), effective April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness supplies during the first full weekend in February 2012 and the last full weekend of February in subsequent years; and

WHEREAS, 40-23-233, *Code of Alabama 1975*, authorizes the city council to provide an exemption of municipal sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to the last full weekend in February; and

WHEREAS, the Selma, Alabama City Council has affirmatively voted to grant the exemption of municipal sales and use taxes on purchases covered by 40-23-230 through 40-23-233, *Code of Alabama 1975*, during the last full weekend of February 2023 beginning at 12:01 a.m. on February 24, 2023 and ending at twelve midnight on Sunday, February 26, 2023; and

WHEREAS, *Code of Alabama 1975*, § 11-51-210(e) requires that the Selma, Alabama City Council notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain municipal sales and use taxes for the last full weekend of February 2023 herein adopted by the city council is an amendment to the county’s sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975*, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE SELMA, ALABAMA CITY COUNCIL that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by 40-23-230 through 40-23-233, *Code of Alabama 1975*, beginning at 12:01 a.m. on February 24, 2023 and ending at twelve midnight on Sunday, February 26, 2023.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the November 8, 2022 meeting of the City Council of Selma, Alabama and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE ____ DAY OF _____, 2022.

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 16, 2022

Re: **Request to Film**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

Application for Commercial Film, Video and Audio Production must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed production.

**APPLICATION
FOR PERMIT FOR COMMERCIAL FILM,
VIDEO, AND AUDIO PRODUCTION
AS REQUIRED BY
CHAPTER 16, LICENSES AND BUSINESS REGULATIONS,
ARTICLE XVII.
COMMERCIAL FILM AND VIDEO PRODUCTIONS**

Date: 10/13/22
ORGANIZATION/SPONSOR Luckie + Company (for Lee Sentell of ^{Alabama} Tourism Dept.)
ADDRESS: 1143 1st Avenue South, Suite 110
CITY Birmingham STATE AL ZIP 35233
AGENT/REPRESENTATIVE Karen Kizzire EMAIL karen.kizzire@luckie.com
CONTACT NUMBERS 205-531-5645 BUS. _____ CELL _____

WHEREAS, the City Council has determined that the conducting of commercial film, video, and audio production activities within the corporate limits and police jurisdiction of the City must be reasonably regulated and limited in the interests of public safety and welfare and the protection of both public and private property rights and interests;

Ordinance No. 0106-15/16 adopted by the City Council of the City of Selma on October 11, 2016 amended Chapter 16, and as Amended August 8, 2022 of the LICENSES AND BUSINESS REGULATIONS, of the *Code of Ordinances*, by the addition of Article XVII, Commercial Film and Video Productions, as follows:

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

**Chapter 16 – LICENSES AND BUSINESS REGULATIONS
ARTICLE VI. COMMERCIAL FILM AND VIDEO PRODUCTIONS**

Section 11-80. Commercial Film, Video, and Audio Productions

Prohibited Without Permit – Except as otherwise provide in this Article XVII, no motion picture, video production, or audio production may be filmed, taped or otherwise recorded at any public or private site within the corporate limits or police jurisdiction of the City of Selma unless a permit has been issued by the City of Selma for such activity.

Any individual, business, organization, or institution, that is paid, reimbursed, or provided any measure of financial or in-kind support for any costs associated with an audio, film, or video production must obtain a permit prior to working in the City or its police jurisdiction. This applies not only to those shooting feature films or network or cable video programming, but also to those who capture audio or footage for documentaries, commercials, product demonstrations, web sites, or training films; provided, however that no permit shall be required for the following production activities:

- (a) Filming or recording current news.
- (b) Filming or recording for private or family use.
- (c) Filming or recording for use in a school project.
- (d) Filming or recording by or at the direction of the City.
- (e) Filming or recording for the transmission of live entertainment to large-screen monitors within any approved live entertainment venue.
- (f) Filming or recording entirely within a legally established, properly zoned, and properly licensed commercial motion picture, television, radio or photography studio, so long as City resources are not required for such filming.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

It is respectfully requested that a CFVAP Permit be issued to the following named organization or sponsor: Luckie + Company

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of Production: imagery for civilrights-trail.com website
b. Dates of Production: 10/17/22
c. Time of the Production: from 8am to 11am
d. Estimated number of Participants/Attendees: 5
e. Estimated number of Vendors: 0
f. Location of Production (address and/or legal description of property) Edmund Pettus Bridge
-

- g. Owner of Property: Luckie + Company and Lee Sentell ~ Alabama Tourism Dept.
Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

FEE OF \$1,000.00 FOR REQUESTS MADE THIRTY (30) DAYS OR MORE BEFORE ACTUAL DATE OF FILMING, AND \$1,500.00 FOR REQUESTS MADE LESS THAN (30) DAYS BEFORE ACTUAL DATE OF FILMING SHALL BE PAID AT TIME OF APPLICATION.

h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.

i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.

- (1) Police and fire protection (describe on-site security; Selma Police will do routine patrol and will respond to calls.)
- (2) Food and water supply and facilities.
- (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished).
- (4) Medical facilities and services including emergency vehicles and equipment.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

- (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
- (6) Camping and trailer facilities.
- (7) Illumination facilities.
- (8) Communications facilities.
- (9) Noise control and abatement.
- (10) Facilities for daily clean up and waste disposal; final cleanup will be done within twenty-four (24) hours after close (grease or oil disposal shall be monitored).
- (11) Insurance and bonding arrangements – Binder or other proof of coverage in proper amount shall be in the hands of the City Clerk no later than five (5) days before the event.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

Permit Application and Fees

- (a) A completed permit application, together with the required fee as provided below, must be filed with the City Clerk no fewer than thirty (30) business days prior to the date that production is to begin.

The application shall include the following information in form and detail as shall be specified on the City's permit application form:

- (1) The identification and contact information of the permit applicant including Federal Tax ID Number or Social Security Number;

63-1160366

- (2) Proof of liability insurance coverage with respect to the proposed production in a minimum amount of \$1,000,000.00.

- (3) Name of the production, identification of proposed production site(s), and schedule showing proposed duration of site use.

Civilrights-trail.com Website

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

(4) Detailed description of proposed on-site activities:

1 photographer + 1 videographer taking beauty shots of the bridge. No city services required.

(5) Detailed description of final product, including story line with attached story boards, treatments or scripts as appropriate:

beauty shots to be used on civilrightstrail.com website

(6) A full description of use and outlet for final product, including air date if applicable:

website ~ anticipated use to begin in Jan. 2023

(7) A full description of any props to be used:

none.

(8) Whether "talent" meaning anyone in front of the camera or recording device will be used and, if so, a full description of the talent, who they are, and how they will be utilized:

We may take some portraits of our own staff attendants. 3-4 people. No professional talent.

(9) An itemization of all lighting, amplified sound, special effects, pyrotechnics, production equipment, vehicles, and aircraft to be utilized and the manner and dates of such utilization:

one still camera, one video camera, one drone.
No lighting equipment.

(10) A listing, by name, address, title and function, of all persons included in the production crew or who will be present on the production site with the crew:

Art Meripole (photographer); John Hunter (videographer);
Karen Kizzire (producer); Mat Powell (Art Director)

(11) An identification of the accommodations in which the talent and crew will be staying during production:

not applicable

(12) An identification of the person on location who will be responsible for the company's adherence to all terms and conditions of this permit:

Karen Kizzire ~ producer

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

(13) Such other information relating to the proposed production as the City may specify in the permit application form.

Very simple shoot that does not require any road closure or any other service. We would seem like regular tourists.

(b) The permit application shall be accompanied by payment of a non-refundable application processing fee of \$1,000.00 for requests made thirty (30) days or more before actual date of filming, and \$1,500.00 for requests made less than (30) days before actual date of filming.

Section 11-82. Granting Or Denial Of Permit - The City Council will review and evaluate the permit application to determine whether the permit should be issued with or without conditions after scheduling the application for public comment at a regular Council meeting. In addition to evaluating the potential impact on traffic flow, noise, and other community impacts, the Council will review and evaluate the draft product concept design, script, storyboard, or messaging outline to determine if the permit request should be accommodated. The Council will not approve permit requests for productions that misrepresent or falsely depict City facilities, employees, programs, or property or the community as a whole; contain or imply inappropriate messaging; or suggest or promote illegal or destructive actions.

Section 11-83. General Penalty - Any person violating any of the provisions of this Article XVII shall be guilty of an offense against the city and shall, upon conviction, be punished for each violation as provided in section 1-8 of the city's Code of Ordinances as now in force or as hereafter amended. Each day on which filming, taping, or recording occurs in violation of Article XVII shall constitute a separate offense.

Section 11-84. Immediate Order To Cease And Desist - In addition to authority conferred by otherwise applicable law, the Mayor is hereby authorized, acting directly or through the law enforcement officers of the City, to order any person participating in filming, taping, or recording in violation of this Article to immediately cease and desist. Any person failing to obey such order to cease and desist shall be guilty of an offense punishable as provided in Section 11-83.

INDEMNIFICATION

To the fullest extent permitted by law, the Applicant shall indemnify and hold harmless the City, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the issuance of the permit to film in the City of Selma or lack thereof. Such obligation shall not be construed to neglect, abridge, or otherwise reduce any other right or obligation or indemnity, which would otherwise exist as to any party or person described in this text. The Applicant shall defend on behalf of the City, its administrators, officers, employees and agents, any suits against the City arising out of or resulting from the issuance of the permit to film in the City of Selma or lack thereof.

**APPLICATION FOR COMMERCIAL FILM, VIDEO, AND AUDIO
PRODUCTION PERMIT**

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 16-325 - 16-329, Code of Ordinances, under which a Commercial Film, Video and Audio Production Permit is issued, and to abide by all rules and regulations of the City of Selma, Alabama.



SIGNATURE OF AGENT

By authority of Section 16-325 of the Code of Ordinances of the City of Selma, the requirement of a CFVAP Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- | | |
|---|-------------|
| a. Police Chief: _____ | Date: _____ |
| b. Fire Chief: _____ | Date: _____ |
| c. Public Works Director: _____ | Date: _____ |
| d. Planning & Development Director: _____ | Date: _____ |

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: November 17, 2022

Re: **Emergency and Unanticipated Issue – Alabama Dept. of Revenue Notice**

Find attached document supporting the above referenced subject. The same is submitted for your consideration. This item was placed on first read on October 25, 2022 the city council's consent agenda.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

NOTICE

Monday, August 1, 2022

Five-Year Adjustment to Municipal Business License Issuance Fees

Every five years, the Alabama Department of Revenue (ALDOR) is responsible for establishing and publishing adjustments to municipal business license issuance fees. Based on the U.S. Department of Labor's Producer Price Index, municipal business license issuance fees **remain or may be adjusted to a maximum amount of \$14, at the discretion of each municipality, for the license year beginning January 1, 2023.**

ALDOR is required by law to analyze the U.S. Department of Labor's Producer Price Index and determine how much municipal business license issuance fees should increase every five license years. ALDOR must then notify all municipalities and the Alabama League of Municipalities of any such fee increase no later than November 30 preceding the affected license year. (Section 11-51-90, Code of Alabama 1975, and Departmental Rule 810-8-5-.15).

Contact

Business and License Tax Division
Severance and License Section
P. O. Box 327550
Montgomery, AL 36132-7550
334-353-7827, Option 5

license.account@revenue.alabama.gov
