

CITY OF SELMA
WE ARE TOGETHER



KENTA FULFORD
CHIEF
POLICE DEPARTMENT

FRANKLIN EDWARDS
INTERIM CHIEF
FIRE DEPARTMENT

HENRY HICKS, SR.
DIRECTOR,
PUBLIC WORKS

AMANDA SMITH
NETWORK
ADMINISTRATOR,
INFORMATION
TECHNOLOGY

MAYOR'S REPORT **COUNCIL MEETING**

February 28, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: THURSDAY, FEBRUARY 23, 2023

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report

Submitted on February 23, 2023

Council Meeting February 28, 2023

6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. Roof Replacement at Public Works – Stephanie Menifee, Director, Public Buildings
 - A. Memorandum to Council
 - B. Purchase Requisition
 - C. Jerry & John Woods Construction, Inc. Invoice
 - D. Request to Adjust Budget Line Items
 - E. Resolution (R144-22/23)

2. Vehicle Maintenance for Police Department – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Purchase Requisition
 - C. Hatcher's Paint & Body, Inc. Preliminary Estimates
 - D. Memorandum from the Clerk's Office
 - E. Copy of Check from AMIC

3. City of Selma Telephone System Replacement – Amanda Smith, Network Administrator, Information Technology
 - A. Memorandum to Council
 - B. Memorandum to Council
 - C. RICOH Statement of Work for the City of Selma

4. Purchase of New Vehicles for Fire Department – Interim Chief, Fire Department
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Donohoo Chevrolet Invoice

5. Red Bar and Grille Alcohol License Request
 - A. Memorandum to Council
 - B. State of Alabama Alcoholic License Application

6. Request for Water/Sewer and Petition to Annex
 - A. Memorandum to Council
 - B. Letter from Hogg Stone Engineers, Inc.
 - C. Letter from Gamble, Gamble, Calame & Jones, LLC.
 - D. Memorandum of Agreement
 - E. Exhibit A
 - F. Petition for Annexation
 - G. Leeds v. Moody Supreme Court of Alabama, September 18, 1975

7. Voting Delegate Authorization
 - A. Memorandum to Council
 - B. Memorandum from Alabama League of Municipality
 - C. Voting Delegate Authorization Form

8. FY 22/23 Municipal Budget/S&P Bond Rating
 - A. Memorandum to Council

9. Disaster Updates

10. Police Department

Announcements:

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: February 23, 2023
Re: **Roof Replacement at Public Works**

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.

JPJ/dt

PURCHASE ORDER

City of Selma
PO Box 450
Selma, Alabama 36702-0450
Phone (334) 874-2105

Municipality Exempt From
Sales and Excise Tax
§40-23-4-(11)

Purchase Order Number Below Must Appear on All
Correspondence, Invoices, Bills of Lading, Packing Slips,
Labels, and Packages.

Purchase Order
No. _____

For Office Use Only

Vendor No. _____

V E N D O R	Jerry & John Woods Construction 3858 Highway 14 Selma, AL 36703
--	---

IMPORTANT-READ CAREFULLY
 Prices, Terms, and F.O.B. Shown Are Per Your Quotation or Previous Purchases and Will Be
 Considered Correct Unless We Are Notified in Writing Prior To Invoice. This Purchase Order
 Will be Considered Void if Invoices or Statements Are Not Received Within Six Months of
 the Date of This Purchase Order.

S H I P T O	CITY OF SELMA PUBLIC BUILDINGS 1000 SELMA AVE P.O. BOX 450 SELMA, AL. 36702
---	---

I N V O I C E	City of Selma Finance Department P.O. Box 450 Selma, Alabama 36702 Attn: Accounts Payable
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DATE	TERMS	F.O.B	SHIP VIA
2/13/2023		SELMA, ALABAMA	

DATE DELIVERY REQUIRED	FOR	DEPARTMENT
	Public Works	PUBLIC BUILDING

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1	Each	Roof Replacement at Public Works		\$204,500.00
Total				\$204,500.00

Vendor agrees, as a condition of sale, to comply with Section 202 of Executive Order 11246, as amended, relating to nondiscrimination in employment.

Purchasing Agent

REQUISITION

NO. _____

Henry Woods, Sr.
 DEPARTMENT HEAD

PAYMENT

I certify that the goods or services listed above have been received.

Department Head

Date

Fund: 1 Dept.: 6200 Acct. No.: 51036.2

Amount of Payment _____

\$204,500 Budgeted \$204,500 Unencumbered
 (Before This Order)

Approval: _____

QUOTE/INVOICE

Jerry & John Woods Construction, Inc.
3858 Hwy 14 W
Selma, AL 36703
334-407-0258

Date: 2/2/2023
INVOICE #5798

To: The City of Selma
c/o Chief Franklin Edward

Salesperson	Job	Payment Terms	Due Date
Jerry L. Woods	New Roof	<u>Upfront \$102,250.00</u>	

Quantity	Description	Unit Price	Line Total
1	The job will consist of scrapping all the rocks off of a 200'x160' roof to determine how much rotten wood needs to be replaced, replace damaged pieces of wood, and installing a new smooth down modified roof 200'x160'.		

Subtotal	
Sales Tax	
Total	\$204,500.00

Make checks payable to: Jerry & John Woods Construction, Inc.

RESOLUTION
R144-22/23
RESOLUTION FOR PUBLIC WORKS TO AWARD BID
FOR METAL ROOF TO DECKING REPLACEMENT AT
THE PUBLIC WORKS BUILDING TO
JERRY & JOHN WOODS CONSTRUCTION COMPANY

WHEREAS, Alabama Code Section 11-43-43, states all legislative powers and other powers granted to cities and towns shall be exercised by the council, except those powers conferred on some officers by law or ordinance and that the council shall perform the duties required by this title and other applicable provisions of law; and

WHEREAS, Alabama Code Section 11-43-56 states that except as otherwise provided in this title, 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 Public Works department solicited bids for removing approximately 9,000 square feet of existing metal roof to decking at the Public Works building, and then installing approximately 9,000 square feet of new metal roof; and

WHEREAS, bids were solicited for removing approximately 9,000 square feet of existing metal roof to decking at the Public Works building, and then installing approximately 9,000 square feet of new metal roof, yielding only two bids; and

WHEREAS, the City desires to award the Public Works Roof Replacement contract to Jerry & John Woods Construction Company, as the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma, Alabama as follows:

The Selma City Council hereby awards the Public Works Roof Replacement contract to Jerry & John Woods Construction Company for \$204,500.00 to remove approximately 9,000 square feet of existing metal roof to decking at the Public Works building, and then install approximately 9,000 square feet of new metal roof as listed in the scope of work. Funds should come from fund account number 1.6200.51036.2.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all necessary contracts and documents related to the City Hall scope of work for Jerry & John Woods Construction Company.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE ___ DAY OF _____, 2023.

The Municipality of Selma, Alabama

Warren Young, President

ATTEST:

Ivy S. Harrison, City Clerk

James Perkins, Jr., Mayor

2

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: February 23, 2023
Re: **Vehicle Maintenance for 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.

JPJ/dt

PURCHASE ORDER

City of Selma
PO Box 450
Selma, Alabama 36702-0450
Phone (334) 874-2105

Municipality Exempt From
Sales and Excise Tax
§40-23-4-(11)

Purchase Order Number Below Must Appear on All
Correspondence, Invoices, Bills of Lading, Packing
Slips, Labels, and Packages.

Purchase Order
No. _____

For Office Use Only

Vendor No. _____

R O U T E	Hatchers Paint & Body Shop 119 Green St Selma, Al. 36703 (334) 874-4680 (334) 874-4688 (Fax)	<div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">R E C E I V E D</div> <div style="font-size: 1.5em; font-weight: bold; margin-top: 5px;">FEB 23 2022</div>	BY: _____
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IMPORTANT-READ CAREFULLY

Prices, Terms, And F.O.B. Shown Are Per Your Quotation or Previous Purchases and Will Be Considered Correct Unless We Are Notified In Writing Prior To Invoice. This Purchase Order Will be Considered Void If Invoices or Statements Are Not Received Within Six Months of the Date of This Purchase Order.

S H I P O C H	Selma Police Department 1300 Alabama Ave. Selma, AL 36701
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I N V O I C E	City of Selma Finance Department P.O. Box 450 Selma, Alabama 36702 Attn: Accounts Payable
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DATE	TERMS	F.O.B	SHIP VIA
2/22/2023	Net	SELMA, ALABAMA	

DATE DELIVERY REQUESTED	FOR	DEPARTMENT
	Vehicle Maint.	Selma Police Department

QUANTITY	Item #	DESCRIPTION	UNIT PRICE	PRICE
		INVOICE		
		2018 Ford Explorer Police Interceptor #71		
		Parts		\$8,857.96
		Body Labor 47.6 hrs @ \$50.00/hr		\$2,380.00
		Paint Labor 18.5 hrs @ \$50.00/hr		\$925.00
		Paint Supplies 18.5 hrs @ \$34.00/hr		\$629.00
		Miscellaneous		\$1,161.21
		NOTE Please see attached documents for verification.		
			Subtotal	\$13,953.17
			Sales Tax	\$948.70
			Grand Total	\$14,901.87

Vendor agrees, as a condition of sale, to comply with Section 202 of Executive Order 11246, as amended, relating to nondiscrimination in employment.

Purchasing Agent

REQUISITION

NO. 23 - 0575

PAYMENT

I certify that the goods or services listed above have been received.

 DEPARTMENT HEAD

 Department Head

Date 22 FEB 23

1	6100	51055
Fund	Dept	Acct. No.
100,000.00	94,000.00	
*Budgeted	Unencumbered	
	(Before This Order)	

Amount of Payment

Approval: 23 Feb 23

RECEIVED
FEB 17 2022

HATCHER'S PAINT & BODY, INC.

119 GREEN ST, SELMA, AL 36703
Phone: (334) 874-4680

Preliminary Estimate

RECEIVED
FEB 17 2022

Workfile ID:
PartsShare:

24c443a0
6YGFVg

Customer: department vehicle 71, selma police

BY:

Job Number:

Written By: Glenn Hatcher

Insured: department vehicle 71,
selma police

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

department vehicle 71, selma police

Inspection Location:

HATCHER'S PAINT & BODY, INC.
119 GREEN ST
SELMA, AL 36703
Repair Facility
(334) 874-4680 Business

Insurance Company:

VEHICLE

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

VIN: 1FM5K8AR9JGA32607
License:
State:

Interior Color: black
Exterior Color: black
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper

Backup Camera

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

Preliminary Estimate

Customer: department vehicle 71, seima police

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H bumper assy				3.8	
3	* <>	Repl LKQ bumper assy +25%	FB5Z17D957EB	1	<u>2,000.00</u>	Incl.	2.4
4		Add for Clear Coat					1.0
5		Add for fog lamps				0.4	
6		Clean & inspect				0.3	
7		R&R bumper cover add for park sensor				0.3	
8	~	R&I Accessory Items					
9	~	Aim headlamps					
10	~	Air bag components					
11		FRONT LAMPS					
12		Repl LT Headlamp housing level 8 lamps to 05/06/2018	JB5Z13008T	1	786.67	Incl.	
13		Aim headlamps				0.5	
14		RADIATOR SUPPORT					
15	*	Rpr Radiator support				<u>8.0</u>	
16		HOOD					
17	*	Rpr Hood (ALU)				<u>7.0</u>	3.0
18		Overlap Major Non-Adj. Panel					-0.2
19		Add for Clear Coat					0.6
20		FENDER					
21	**	Repl A/M CAPA LT Fender	FB5Z16006A	1	290.00	2.3	2.2
22		Overlap Major Adj. Panel					-0.4
23		Add for Clear Coat					0.4
24		Add for Edging					0.5
25		Add for Clear Coat					0.1
26		Repl LT Fender liner	FB5Z16103E	1	75.53	Incl.	
27		WHEELS					
28	**	Repl RECOND Wheel, steel +25%	BB5Z1015A	1	<u>172.58</u> m	0.3	
29		FRONT SUSPENSION					
30		Repl Wheel alignment align four wheels		1	m	1.8	
31		Repl Susp crossmember POLICE INTERCEPTOR	JB5ZSC145A	1	1,132.32 m	6.2	
32		RESTRAINT SYSTEMS					
33		Repl RT Head air bag	DB5Z78042D94A	1	576.97 m	0.6	
34	*	Air bag system diagnosis pinpoint test			m	<u>0.0</u>	
35	*	Air bag system diagnosis ck system operation			m	<u>0.0</u>	
36		Repl LT Ft seat air bag w/Police Interceptor w/power seat	BG1Z54611D11A	1	291.22 m	0.7	
37		Repl Control module	HB5Z14B321A	1	478.08 m	0.3	

Preliminary Estimate

Customer: department vehicle 71, selma police

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

38	Repl	LT Seat belt assy	DB5Z78611B09AD	1	210.30	0.3	
39	Repl	LT Tensloner	FB5Z78610E45A	1	106.57	0.3	
40	Repl	LT Head air bag	DB5Z78042D95A	1	648.88 m	0.6	
41	Repl	Driver air bag w/o PLATINUM	FB5Z78043B13AA	1	435.87 m	Incl.	
42	Repl	Clockspring w/o heated steering wheel	GB5Z14A664E	1	207.47 m	1.2	
43	FRONT DOOR						
44	*	Repl	LKQ LT door assy +25%	JB5Z7820125B	1	<u>1,437.50</u>	1.8 3.4
45			Overlap Major Adj. Panel				-0.4
46	*		Add for Clear Coat				0.6
47			LT Clean, lube & adjust latch, linkage & reg			0.2	
48			Refn exterior surface				2.4
49			Refn mirror				0.4
50			LT Transfer door glass			0.7	
51	~		Anti-corrosion material application				
52	REAR DOOR						
53	*	Rpr	LT Door assy			<u>10.0</u>	2.5
54			Overlap Major Adj. Panel				-0.4
55	*		Add for Clear Coat				0.4
56	#	Subl	r&i and repair bruch guard	1	400.00 X		
57	#		mask overspray	1	8.00		
58	#	Subl	long lewis pre scary/post scan clear codes +25%	1	761.21 X		
SUBTOTALS					10,019.17	47.6	18.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			8,857.96
Body Labor	47.6 hrs @	\$ 50.00 /hr	2,380.00
Paint Labor	18.5 hrs @	\$ 50.00 /hr	925.00
Paint Supplies	18.5 hrs @	\$ 34.00 /hr	629.00
Miscellaneous			1,161.21
Subtotal			13,953.17
Sales Tax	\$ 9,486.96 @	10.0000 %	948.70
Grand Total			14,901.87
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			14,901.87

MyPriceLink Estimate ID / Quote ID:

1005177705752174592 / 112500654

Preliminary Estimate

Customer: department vehicle 71, selma police

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 11/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: department vehicle 71, selma police

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR

CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: department vehicle 71, selma police

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI black

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	LKQ Corp 5112 Lower Wetumpka Road MONTGOMERY AL 36110 (334) 265-9485	#~322236596 LKQ bumper assy +25% Bumper Assembly, Front BASE, W/POLICE PACKAGE,S#\$D3433 Quote: 1461749801 Expires: 12/08/22	\$ 1,185.00
21	Keystone 5112 LOWER WETUMPKA ROAD MONTGOMERY CITY AL 36110 (334) 265-9485	#FO1240301PP A/M CAPA LT Fender Quote: 1461747189 Expires: 12/08/22	\$ 290.00
28	Original One Parts 1431 Kingsland Avenue St. Louis MO 63133 (877) 441-0001	#DSBB172970001_R031 RECOND Wheel, steel +25% Quote: 1348115231 Expires: 10/31/22	\$ 172.58
44	Counselman Auto - Mobile 3019 St Stephens Rd Mobile AL 36612 (877) 330-2720	#22D6436 LKQ LT door assy +25% LT FRONT DOOR-5S1, 4S1 4DR SUV BLK Quote: 154339659 Expires: 11/23/22	\$ 1,810.00

Memo

To: Chief Kenta Fulford

From: Ivy S. Harrison, City Clerk *ish*

Date: March 5, 2021

Re: Settlement Check from the Insurance Company; 2018 Ford Explorer.

Please find attached a copy of the check from A.M.I.C., for settlement in the Claim as it relates to the 2018 Ford Explorer involving Officer Crum, on June 20, 2020. For your convenience, please find copies of the Claim File. This check has been forwarded to the Finance Department, for processing.

If you should need any additional information, please feel free to contact us.

ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Collision Damage				\$0.00	\$13,371.29

Claim Number: 053816 Claimant: City of Selma Payee: City of Selma
 Check Number: 69512 Total Check Amt: \$13,371.29 Event Date: 6/20/2020 Department: SELM City of Selma
 Adjuster Name: Grace Pendley Adjuster Phone #: (334) 386-4269 Control Number: 0147420
 Payee Tax ID:

RECEIVED
 MAR 04 2021
 BY _____
 City Clerk

Mail To Address : City of Selma
 P. O. Box 450
 Selma, AL 36702-0450

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

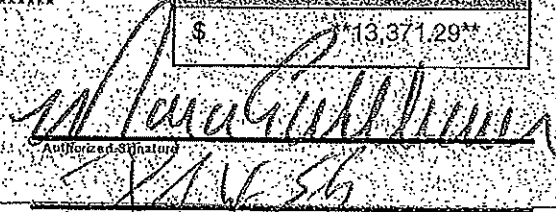
VOID VOID VOID VOID VOID

<p>Alabama Municipal Insurance Corporation 110 North Ripley Street Montgomery, AL 36104</p>	<p>ServisFirst Bank 61-550 620</p>
---	--

DATE	CHECK NO.
3/2/2021	69512
AMOUNT	
\$ 13,371.29**	

PAY **Thirteen Thousand Three Hundred Seventy-One and 29/100 Dollars*******

TO THE ORDER OF City of Selma
 P.O. Box 450
 Selma, AL 36702-0450


 Authorized Signature
 Authorized Signature

⑈069512⑈ ⑈2062006505⑈ 1110100136⑈

3

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: February 23, 2023
Re: **City of Selma Telephone System Replacement**

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.

JPJ/dt

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
CC: Amanda Smith, Network Administrator
From: James Perkins, Jr., Mayor, City of Selma
Date: February 14, 2023
Re: VOIP Phone System

We are asking for the Council's approval on the previous submission from the January 10th City Council meeting. Councilman Carmichael asked if the company was on the state bid list, was it necessary to be bid out? The submission was tabled pending a follow up with the Council's attorney. This is an extremely urgent matter! Telephone services are scheduled to be interrupted on February 28, 2023. It is imperative that we proceed with making a final decision or we run the risk of the City losing its communication services during a very critical time.

Note also, this item was included in the proposed budget submitted by the administration in July 2022.

Thank you.

JPJ/dt



Statement of Work For: **City of Selma**

On 12/20/2022

Statement of Work Expiration Date: 12/16/22

PRESENTED BY: Allred, David Fletcher (Fletcher)

Statement of Work (“SOW”)

Customer Name:	City of Selma (the “Customer”)
Term of Service	24 Months

CUSTOMER DETAILS		
Customer Name:	<u>City of Selma</u>	<i>Primary Contact Information:</i>
Type of Incorporation:		Name: <u>John Kinnerson</u>
Address:	<u>PO BOX 450</u>	Position:
City:	<u>SELMA</u>	Phone: <u>(133)487-4257x5</u>
State, Zip:	<u>AL, 36702-0450</u>	E-Mail: <u>jkinnerson@selma-al.gov</u>

Proposed Customer Solution

Refer to attached documents, if applicable





Detailed Pricing Summary

Hardware, Software, & Services

Product Details	Address	Qty	Unit Price	Total Fees
YEALINK SIP-T46U IP PHONE - CORDED - CORDED - WALL MOUNTABLE - CLASSIC GRAY - VOIP - 2 X NETWORK (RJ-45) - POE PORTS	222 BROAD ST,SELMA ,AL,36701-4540 Delivery Instructions (if any)	50	\$171.00	\$8,550.00
ATA 191 MULTIPLATFORM ANALOG TELEPHONE ADAPTER <i>ATA 191 Multiplatform Analog Telephone Adapter</i>	222 BROAD ST,SELMA ,AL,36701-4540 Delivery Instructions (if any)	13	\$113.00	\$1,469.00
Group Total				\$10,019.00

Non-Recurring Services

Product Details	Address	Qty	Unit Price	Total Fees
[NRC] CUSTOMER ENGINEER - BUS HRS	222 BROAD ST,SELMA ,AL,36701-4540	1	\$27,218.00	\$27,218.00
[NRC] PORTING OF DIDS <i>30-45 business days lead time</i>	222 BROAD ST,SELMA ,AL,36701-4540	196	\$2.00	\$392.00
Group Total				\$27,610.00

Monthly Recurring Services

Product Details	Address	Qty	Unit Price	Total Fees
[MRC] STANDARD SEAT	222 BROAD ST,SELMA ,AL,36701-4540	127	\$14.00	\$1,778.00
[MRC] DIDS IN RESERVE	222 BROAD ST,SELMA ,AL,36701-4540	56	\$2.00	\$112.00
[MRC] SIP FEE	222 BROAD ST,SELMA ,AL,36701-4540	196	\$15.00	\$2,940.00
[MRC] BASIC SEAT (LOBBY, BREAK ROOM)	222 BROAD ST,SELMA ,AL,36701-4540	13	\$3.00	\$39.00
[MRC] ADDITIONAL AUTO ATTENDANT	222 BROAD ST,SELMA ,AL,36701-4540	7	\$20.00	\$140.00
[MRC] HUNT GROUP ADDITIONAL	222 BROAD ST,SELMA ,AL,36701-4540	7	\$10.00	\$70.00
[MRC] HOSTED VOIP - USER	222 BROAD ST,SELMA	1	\$0.00	\$0.00





	,AL,36701-4540			
Group Total				\$5,079.00

Overall Grand Total				\$42,708.00
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Additional Terms

1. For the purposes of this Statement of Work:
 - a. "Effective Date" means the date on which both parties agree to this SOW; and
 - b. "Services" means any one or more of the services specified in this SOW;
 - c. The "Term of Service" begins on the date on which any of the Services is first available for Customer's production use as indicated on Ricoh's initial invoice for that Service (the "Deployment Date") and continue for the number of months indicated on page one of this SOW.

2. Fees & Payment: Customer shall pay fees, under the terms of the Agreement:
 - (a) for each item of hardware and software, as stated in the Hardware & Software Section of the Detailed Pricing Summary that appears in this SOW (the "Detailed Pricing Summary");
 - (b) for each of the non-recurring services, as specified in the Non-Recurring Services Section of the Detailed Pricing Summary; and
 - (c) for each of the Monthly Recurring Services, for each month during the Term of Service as stated in the Monthly Recurring Services section of the Detailed Pricing Summary.

3. Vendor End User Terms:
 - (a) Customer enters into and agrees to comply with additional terms imposed by each of Ricoh's vendors listed in the Product Details sections of this SOW, copies of which are available at <https://www.ricoh-usa.com/VendorFlowDownTerms>; that govern Customer's access to and use of those vendors' products or services as part of one or more of the Services; and
 - (b) authorizes Ricoh to represent to each of those vendors that Customer has so agreed
 - (c) Microsoft Subscriptions auto-renew on the end date of the Subscription. License quantity of the subscription can be increased at any time, but decreased only at subscription renewal. Subscriptions can only be cancelled on the end date of the Subscription. Subscription cancellations and license quantity reductions require a written notice from the customer a minimum of 30 days prior to the Subscription end date.





General

- All services specified in this SOW are provided under the Agreement between Customer and Ricoh. This SOW, the Agreement, and the documents attached to or referred to in any of the foregoing, each of which is hereby incorporated by reference and made part of this Work Order, are the sole and exclusive agreement between the parties concerning the subject matter of this Work Order and supersede all proposals, prior agreements, and communications between the parties, in any form, relating thereto. For the purposes of this SOW, "Agreement" means either:
 - provided that it is in effect as of the Effective Date, the most recent agreement for services entered into between the Customer and either mindSHIFT or Ricoh USA, Inc. ("RicoH"), including master services agreements, PS-SOWs, work orders governed by the Ricoh Terms of Service posted at <https://www.ricoh-usa.com/ITTermsOfService>, or other agreements for subscription or managed services regardless of title; or
 - if there is no such agreement, the Master Service Agreement between Customer and Ricoh, entered into as of the Effective Date.
- Counterparts; Delivery by Electronic Means. This Statement of Work may be executed by electronic means and in counterparts, each of which will be deemed an original. Both counterparts of this Statement of Work will constitute one and the same instrument. Delivery of executed counterparts of this Statement of Work may be made by electronic means.
- Authority. Each party represents and warrants to the other that the person signing this SOW on its behalf below is its duly authorized agent, who is specifically authorized to enter into the SOW on its behalf.

City of Selma	Ricoh USA, Inc.
Accepted by Customer	Accepted by Ricoh USA, Inc.
Authorized Signature: <i>John Kinnerson</i> <small>DocuSigned by: 53AB8018D0FB49C...</small>	Authorized Signature:
Printed Name: John Kinnerson	Printed Name:
Title: IT Director	Title:
Date: 12/20/2022	Date:
Authorized Signature:	
Printed Name:	
Title:	
Date:	

DS
JK
Initials



Certificate Of Completion

Envelope Id: 1ED49F953DD147248A003544B2703FD8
 Subject: Ricoh Docs for City of Selma to Review & Sign (Quote 32405576)
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Ricoh DocuSign
 PO Box 6117
 Macon, GA 31208
 RicohDocuSign@RicoH-usa.com
 IP Address: 52.2.226.144

Record Tracking

Status: Original
 12/20/2022 1:00:17 PM

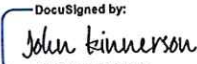
Holder: Ricoh DocuSign
 RicohDocuSign@RicoH-usa.com

Location: DocuSign

Signer Events

John Kinnerson
 jkinnerson@selma-al.gov
 IT Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 53AB8018D0FB49C...

Timestamp

Sent: 12/20/2022 1:00:18 PM
 Viewed: 12/20/2022 2:59:01 PM
 Signed: 12/20/2022 2:59:29 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 174.80.95.11
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 5/19/2021 11:05:10 AM
 ID: 88610304-c0aa-44ee-82e0-d704da8a6795

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Duaune Gray duaune.gray@ricoh-usa.com RicoH USA, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/20/2022 1:00:19 PM Viewed: 12/20/2022 1:01:55 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2022 1:00:19 PM
Certified Delivered	Security Checked	12/20/2022 2:59:01 PM
Signing Complete	Security Checked	12/20/2022 2:59:29 PM
Completed	Security Checked	12/20/2022 2:59:29 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

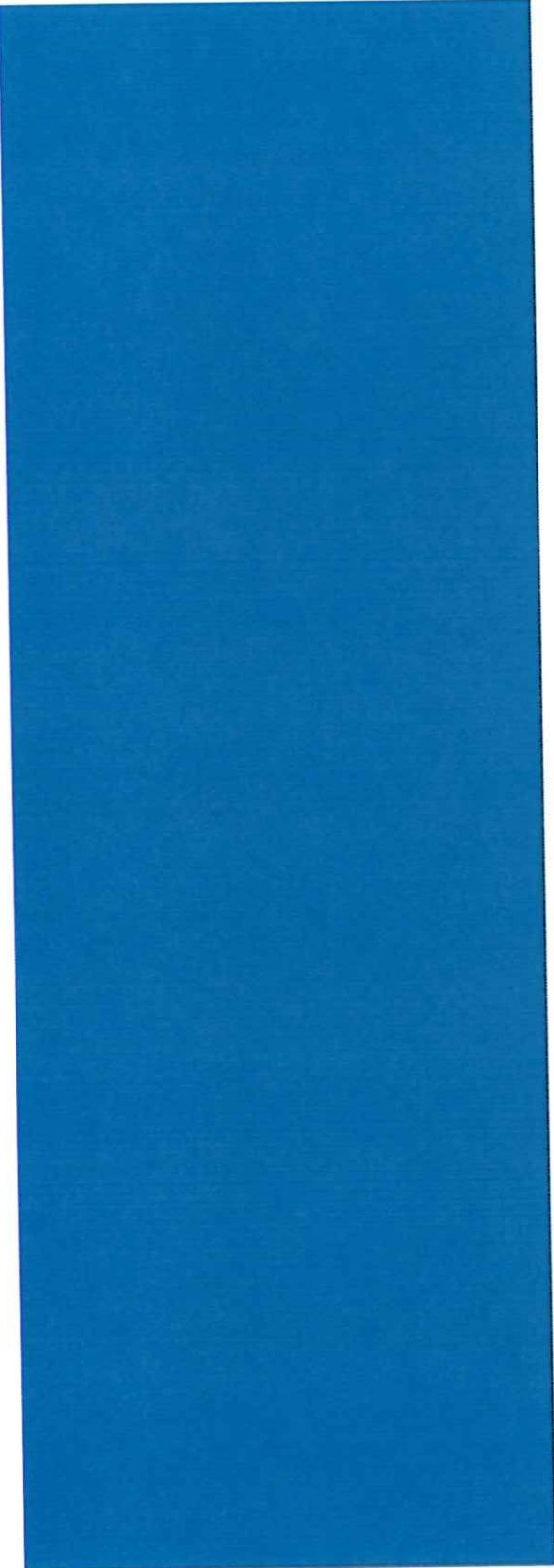
** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.



MANAGED SERVICES PROPOSAL FOR
CITY OF SELMA
December 6 2022

PRESENTED BY: Zachary Bascove

Statement of Work

Customer Name:	CITY OF SELMA
Term of Service:	24 months The Term of Services begins on the date on which Customer executes this Statement of Work until the second anniversary of the date on which any of the Services is first available for Customer's production use as indicated on Ricoh's initial invoice for that Service (the "Deployment Date").

CUSTOMER DETAILS

Customer Name: CITY OF SELMA
State of Incorporation: _____
Type of Incorporation: _____
Address: 222 BROAD ST
City: SELMA
State: AL
Zip: 36701
Phone: (334) 874-2575
Total Locations: 0
*Tax Exempt: _____

Primary Contact Information:

Name: John Kinnerson
Position: _____
Phone: +1 (334) 375-0100
E-mail: jkinnerson@selma-al.gov

Pricing valid from: December 06 2022

Pricing valid until: January 05 2023

Prepared By: Zachary Bascope

**A copy of Customer's tax exempt certificate is required if applicable.*

All signed contracts and Statements of Work are subject to credit approval.

1) Summary

The City of Selma has requested a proposal for moving their phone numbers from their current provider to Ricoh Voice Over IP.

a) **Scope of Work**

During this project Ricoh will port (move) all identified City of Selma's phone and fax numbers from the current telephone provider to Ricoh VoiP

2) Risks, Dependencies & Exclusions

RISKS, DEPENDENCIES & EXCLUSIONS		
DESCRIPTION	PLAN OF ACTION	SCORE
Labor and monthly fees are estimated based on known information. Business hours will be billed at a rate of \$185/hr., after hours billed at \$274/hr. Actual hours will be invoiced. Monthly fees will be invoiced based on actual quantities.	N/A	N/A
City of Selma will supply current phone provider invoices, Customer Service Record (CSR), and any other documentation required to obtain authorization for number ports.	N/A	N/A
Customer is responsible for canceling existing phone provider services and contracts.	N/A	N/A
Low Voltage Cabling is not part of this SOW	N/A	N/A
Customer is responsible for installing new phones and ATA's.	May impact the ability to fax while being deployed	Medium

3) Project Overview

a) **Initiation**

- i) Internal Project Kick-off and SOW Review
- ii) External Customer Project Kick-off Meeting
- iii) Project plan review
- iv) Review & assign Ricoh ITS responsibilities
- v) Review & assign Customer responsibilities
- vi) Outline deployment schedule and identify any logistical, Ricoh ITS or Customer task dependencies that may impact schedule

b) Discovery & Planning

- i) Dial Plan Development and Port Scheduling
 - (1) Create phone assignment workbook
 - (2) Obtain phone bills and CSRs
 - (3) Create LOA documents and manage number port
 - (4) Order new DIDs (if applicable)

c) Execution

- (1) Port Numbers
- (2) Configure Auto Attendant and forwarding to answering service as needed
- (3) Configure paging system (if applicable)
- (4) Configure and install Cisco ATA 191's for faxing
- (5) Cutover to Broadcloud VoIP – onsite and remote support

4) VoIP Cutover and Post-Support

a) Closure

- i) Create & document relevant end-user support documentation within Ricoh ITS' service management database
 - (1) Document unique configurations and DIDs assigned to location
- ii) Validate new/decommissioned devices have been updated within Ricoh ITS system monitoring tools
- iii) Compile and review project billing (one-time & recurring) with customer
- iv) Conduct project hand-off call with internal Ricoh ITS support teams (Customer Care, NOC,)

Detailed Pricing Summary

Non-Recurring Services (ITS)

Product Group	Item	Qty	Unit Price	Total Fees
cloudSHIFT VoIP	[NRC] PORTING OF DIDS <i>30-45 business days lead time</i>	196	\$2.00	\$392.00
Professional Services	[NRC] CUSTOMER ENGINEER - BUS HRS	1	\$27,218.00	\$27,218.00
Total Non-Recurring Amount (ITS)				\$27,610.00

Hardware & Software (ITS)

Product Group	Item	Qty	Unit Price	Total Fees
Equipment	VoIP Gateways <i>Cisco 2-Port Analog Telephone Adapter For Multiplatform - 1 x RJ-45 - 2 x FXS - Fast Ethernet - Wall Mountable, Desktop</i>	13	\$113.00	\$1,469.00
Equipment	Phone <i>Yealink SIP-T46U IP Phone - Corded - Corded - Wall Mountable - Classic Gray - VoIP - 2 x Network (RJ-45) - PoE Ports</i>	50	\$171.00	\$8,550.00
Total Hardware & Software (ITS)				\$10,019.00

Monthly Recurring Services (ITS)

Product Group	Item	Qty	Unit Price	Total Fees
cloudSHIFT VoIP	[MRC] STANDARD SEAT	127	\$14.00	\$1,778.00
cloudSHIFT VoIP	[MRC] SIP FEE	196	\$15.00	\$2,940.00
cloudSHIFT VoIP	[MRC] DIDS IN RESERVE	56	\$2.00	\$112.00
cloudSHIFT VoIP	[MRC] BASIC SEAT (LOBBY, BREAK ROOM)	13	\$3.00	\$39.00
cloudSHIFT VoIP	[MRC] HUNT GROUP ADDITIONAL	7	\$10.00	\$70.00
cloudSHIFT VoIP	[MRC] ADDITIONAL AUTO ATTENDANT	7	\$20.00	\$140.00
Total Monthly Recurring Amount (ITS)				\$5,079.00

Grand Totals

	Non-Recurring Services (ITS)	\$27,610.00
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CPQ-85285 CITY OF SELMA City
Of Selma Hosted VOIP Quote
2023-03-31

CITY OF SELMA



Hardware & Software (ITS)	\$10,019.00
Monthly Recurring Services (ITS)	\$5,079.00
Total Amount	\$42,708.00

Additional Contract Terms

This Statement of Work is bound by the previously signed Omnia Public Sector MMSA dated 10/11/22.

General Provisions	
1.1	Ricoh USA, Inc. ("Ricoh USA") may treat Customer's conduct as a material breach if Customer uses any one or more of the Services: (a) in violation of applicable law; (b) in violation of the AUP; or (c) with predictive dialers, continuous call forwarding, auto-dialing, fax or voice-blasting/broadcasting, telemarketing, call centers, or in any other manner that constitutes, in Ricoh USA's reasonable determination, excessive calling to high-cost-termination locations or any other operations that generate atypically high call volumes.
1.2	If Customer requires new telephone numbers ("TN") of any type (e.g., Direct Inward Dial [DID], Toll Free), Ricoh USA, Inc. ("Ricoh USA") will provide TNs as assigned by Ricoh USA's carrier vendor from its available TN pool based on the business address(es) of the Customer's locations that will use the TNs. Customer understands that Ricoh USA cannot assign specific TNs such as those in a sequential block, vanity numbers or specific NPA or NXX formats.
1.3	Customer will not deploy any VoIP-enabled phone, handset, or soft phone on Customer's network unless that phone or handset is managed by Ricoh USA, Inc.
1.4	Customer may have no more than twenty percent (20%) of the phones in the Customer Solution configured as basic phones.
1.5	We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. Projected hours for Time and Materials are estimates, and Customer will be billed on actual T&M.
1.6	If Ricoh USA, Inc. ("Ricoh USA") discovers compatibility issues, Customer will either obtain compatible equipment or pay Ricoh USA to resolve the conflict.
1.7	Customer is responsible for the supply and maintenance of Ethernet cabling and power for the printers, servers, and access points. To the extent that Ricoh USA, Inc. ("Ricoh USA") expends resources diagnosing faulty cabling plant or power, Customer agrees to pay Ricoh USA's then-current time rate.
1.8	Customer is responsible for application-related maintenance on third-party software, such as establishing login accounts and re-indexing databases.
1.9	The monetary charges in the Statement of Work are estimates based on technical information provided by Customer. Ricoh USA, Inc. ("Ricoh USA") will conduct a site survey following execution of the Statement of Work to verify the accuracy of this information. Ricoh USA will invoice based on technical facts determined during the site survey and the deployment, which may or may not correspond to the information initially provided by Customer. Ricoh USA will review any major differences with Customer prior to proceeding with service under the Statement of Work. Customer agrees to the monetary charges as updated following the site survey and deployment. Depending on the nature of those differences, the Statement of Work may be amended or revisions will be reflected in the invoice. Again depending on the nature of the differences, the Deployment Date may change, subject to the availability of additional Ricoh USA resources. Ricoh USA may decline Customer requests for services that are not listed in the Statement of Work.
1.10	Ricoh USA, Inc.'s normal business hours are Monday through Friday, 7:00 AM to 7:00 PM local time, excluding holidays observed by the federal government, and limited to Customer locations within the Continental United States.
1.11	Customer's minimum committed revenue for this Statement of Work shall be no less than fifty (50%) percent of the amount identified on Customer's initial invoice (not partial or pro-rated) for the services described herein.
1.12	Ricoh USA, Inc. ("Ricoh USA") will perform Customer-requested services not listed in a Statement of Work at Ricoh USA's then-current time rate and subject to available Ricoh USA resources. Ricoh USA's time rate as of the Effective Date of this Statement of Work is \$185/hour during Ricoh USA's normal business hours and \$278/hour outside of Ricoh USA's normal business hours. Customer will pay for travel time in the event that an assignment is outside Ricoh USA's 30-mile radius service area. Ricoh reserves the right to an annual pricing increase of seven percent (7%) on the contract anniversary.
General Provisions	
2.1	The services specified in the Statement of Work are subject to a five percent (5%) increase annually from the first anniversary of the start of the term, and each subsequent term.



Additional Terms

1. For the purposes of this Statement of Work:
 - a. "Effective Date" means the date on which both parties agree to this SOW; and
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 - c. The "Term of Service" begins on the date on which any of the Services is first available for Customer's production use as indicated on Ricoh's initial invoice for that Service (the "Deployment Date") and continue for the number of months indicated on page one of this SOW.

2. Fees & Payment: Customer shall pay fees, under the terms of the Agreement:
 - (a) for each item of hardware and software, as stated in the Hardware & Software Section of the Detailed Pricing Summary that appears in this SOW (the "Detailed Pricing Summary");
 - (b) for each of the non-recurring services, as specified in the Non-Recurring Services Section of the Detailed Pricing Summary; and
 - (c) for each of the Monthly Recurring Services, for each month during the Term of Service as stated in the Monthly Recurring Services section of the Detailed Pricing Summary.

3. Vendor End User Terms:
 - (a) Customer enters into and agrees to comply with additional terms imposed by each of Ricoh's vendors listed in the Product Details sections of this SOW, copies of which are available at <https://www.ricoh-usa.com/VendorFlowDownTerms>; that govern Customer's access to and use of those vendors' products or services as part of one or more of the Services; and
 - (b) authorizes Ricoh to represent to each of those vendors that Customer has so agreed
 - (c) Microsoft Subscriptions auto-renew on the end date of the Subscription. License quantity of the subscription can be increased at any time, but decreased only at subscription renewal. Subscriptions can only be cancelled on the end date of the Subscription. Subscription cancellations and license quantity reductions require a written notice from the customer a minimum of 30 days prior to the Subscription end date.



General

1. All services specified in this SOW are provided under the Agreement between Customer and Ricoh. This SOW, the Agreement, and the documents attached to or referred to in any of the foregoing, each of which is hereby incorporated by reference and made part of this Work Order, are the sole and exclusive agreement between the parties concerning the subject matter of this Work Order and supersede all proposals, prior agreements, and communications between the parties, in any form, relating thereto. For the purposes of this SOW, "Agreement" means either:
(a) provided that it is in effect as of the Effective Date, the most recent agreement for services entered into between the Customer and either mindSHIFT or Ricoh USA, Inc. ("Ricoh"), including master services agreements, PS-SOWs, work orders governed by the Ricoh Terms of Service posted at <https://www.ricoh-usa.com/ITTermsOfService>, or other agreements for subscription or managed services regardless of title; or
(b) if there is no such agreement, the Master Service Agreement between Customer and Ricoh, entered into as of the Effective Date.
2. Counterparts; Delivery by Electronic Means. This Statement of Work may be executed by electronic means and in counterparts, each of which will be deemed an original. Both counterparts of this Statement of Work will constitute one and the same instrument. Delivery of executed counterparts of this Statement of Work may be made by electronic means.
3. Authority. Each party represents and warrants to the other that the person signing this SOW on its behalf below is its duly authorized agent, who is specifically authorized to enter into the SOW on its behalf.

Customer	Ricoh USA, Inc.
Accepted by Customer	Accepted by Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Authorized Signature:	
Printed Name:	
Title:	
Date:	

Hosted Voice Over IP ("VoIP") Service and LIMITATIONS of 911 EMERGENCY SERVICE

I. Service Description. Ricoh's Hosted VoIP Service enables Customer to place and receive local and long-distance voice services for its end location(s) via an IP connection. Ricoh and its network affiliates will provide network facilities to connect Customer between the Public Switched Telephone Network ("PSTN") and the Customer-designated VoIP Interconnect. "VoIP Interconnect" means an IP data interconnect using public Internet, Ricoh-provided dedicated Internet access, or Ricoh-provided network access, between Ricoh's VoIP network and the Customer IP network for the transport of VoIP signaling and bearer traffic. Ricoh will route outbound calls from any DID/DOD number to the called number delivered from Customer across the VoIP Interconnect, regardless of whether the call is destined for a local, intraLATA, interLATA, or international jurisdiction. Customer authorizes Ricoh to act as Customer's agent in selecting and placing orders with localexchange, inter-exchange, and other carriers, as well as to troubleshoot and resolve service problems. Customer shall promptly provide all Letters of Agency as necessary to implement or initiate the Hosted VoIP services, including but not limited to a General Letter of Agency. Customer acknowledges that Ricoh monitors call patterns in connection with the Hosted VoIP service, and Customer is prohibited from making calls in violation of Ricoh's Acceptable Use Policy.

II. Deployment. Porting existing phone numbers from Customer's current carrier to a Ricoh partner carrier is dependent upon the correct alignment between Customer's phone number, its assigned rate center, and Customer's physical address, as defined in the Local Exchange Routing Guide (LERG). If these attributes do not align as defined in the LERG, the Ricoh partner carrier will not be able to port these existing numbers, which will then require assignment of new phone number(s) and/or will result in delays. For routing purposes, Customer understands that the telephone number assigned to each Customer location must belong to the same rate center as the telephone number of Customer's physical location. Under no circumstances may Customer assign telephone numbers for use at Customer sites that are not physically located in the same rate center as the telephone number assignment in the LERG, or assign rate center numbers that are for locations physically sited outside the applicable rate center.

III. Limited or Absent 911-Emergency Availability.

A. 911 emergency services may be disabled, blocked, dropped, or delayed. Customer acknowledges that CUSTOMER MUST HAVE ALTERNATE MEANS OF CONTACTING 911 EMERGENCY services, and that Customer must notify all employees, guests, residents or other third parties using the VoIP service provided by Ricoh that they may not be able to reach 911 emergency services by dialing 911 and may need to use a different means to contact 911 emergency services.

B. Customer acknowledges its receipt of warning stickers, which explain that 911 services may not be available. Customer will immediately place stickers on all appropriate telecommunication equipment that might be used to contact 911 in an emergency.

C. Customer acknowledges that 911 EMERGENCY SERVICES WILL NOT OPERATE (i) IF THERE IS A POWER OUTAGE or DISRUPTION, (ii) IF CUSTOMER'S BROADBAND CONNECTION OR CIRCUIT IS DISRUPTED OR THE CUSTOMER SOLUTION HAS BEEN SUSPENDED FOR ANY REASON, including nonpayment, (iii) UNTIL CUSTOMER REGISTERS ITS CORRECT SERVICE ADDRESS WITH Ricoh, (iv) IF CUSTOMER CHANGES ITS SERVICE ADDRESS WITHOUT NOTIFYING Ricoh, including nomadic VoIP telephony use, (v) FOR UP TO 5 DAYS AFTER CUSTOMER NOTIFIES Ricoh OF CUSTOMER'S CHANGE TO ITS SERVICE ADDRESS, (vi) DUE TO NETWORK CONGESTION ON THE INTERNET which may cause calls to 911 emergency services to be delayed or dropped, or (vii) IF 911 FUNCTIONALITY IS NOT AVAILABLE IN THE PSAP AREA SERVING THE CUSTOMER LOCATION WHERE THE CUSTOMER SOLUTION IS DEPLOYED.

D. Using Ricoh templates, Customer shall provide Ricoh with all information necessary for automatic location identification ("ALI") services as well as Public Safety Answering Position ("PSAP") databases. Customer shall promptly notify Ricoh of VoIP-phone location changes.

IV. Pricing and Service Elimination. The unlimited calling plan includes unlimited local and longdistance calling within the United States, excluding Alaska and Hawaii, for each individual end-user. All calls that carry a toll, other than local and long distance in the continental United States, including but not limited to directory/operator assistance, collect calls, and international calls (e.g., Canada, Caribbean, Hawaii, Alaska, Puerto Rico) will be billed according to the applicable rate. Rates are based on Ricoh's direct costs and are subject to change. Incoming calls to toll-free numbers carry a \$0.06 per minute usage fee, as well as a recurring fee of \$5.00 per month, per toll-free number in service. Each toll-free number reserved by Ricoh for Customer also entails a recurring fee of \$5.00/month. Fax plan per page overage fees of \$0.10 apply for domestic fax usage, and international long-distance toll fees apply for all pages faxed outside of the 50 United States and will be billed at the applicable variable rate. Ricoh can eliminate VoIP services and/or modify fees and codes upon not less than (i) seven (7) days written notice to Customer for all domestic and international long-distance services except Mexico, and (ii) one (1) day written notice to Customer for Mexico services.

V. Potential Fraud Alert.

A. Customer will not alter, spoof, or otherwise tamper with Calling Party Numbers (CPN)/ANIs. If Ricoh receives an invalid or unassigned CPN/ANI from Customer, Customer will pay the highest applicable per minute rate for such call.

- B. Customer is responsible for paying all Customer-initiated change fees, surcharges and taxes, and may be responsible for paying fees associated with any 911-Emergency calls, erroneous or otherwise.
- C. Customer is responsible for all calls made using the Hosted VoIP service, regardless of whether such calls were made with or without Customer's authorization. In the event Ricoh reasonably believes fraudulent calls are being made through the Customer Solution, with or without Customer authorization, Ricoh is permitted to take immediate, reasonably necessary action to prevent such fraudulent calls, including without limitation denying services to particular ANIs or terminating services to or from specific locations.
- D. International long-distance calls are particularly susceptible to unauthorized use. For Customer's protection, Customer acknowledges that Ricoh will not activate international dialing service unless specifically requested by Customer. Ricoh highly recommends that Customer use account codes to guard against unauthorized persons making international calls through the Customer Solution. In all instances, Customer is solely responsible for fees associated with international dialing through the Customer Solution, regardless of whether the call(s) was authorized by Customer, the origin of the call(s), or the means used to place the call(s).
- E. Ricoh will use reasonable efforts to notify Customer in the event Ricoh takes action upon discovery of fraudulent calls. In the event Customer believes fraudulent calls are being made, Customer agrees to promptly notify Ricoh at 1-877-957-6463.

CUSTOMER'S ACKNOWLEDGEMENT OF THIS HOSTED VoIP SERVICES EXHIBIT TO Ricoh's STANDARD TERMS AND CONDITIONS OF SERVICE:

Customer Name: _____

Signature: _____

Printed Name of Signatory: _____

Title: _____

Date: _____

CPNI ADDENDUM

1. CPNI Procedures. This Addendum and the Agreement govern, in part, the parties' authentication, delivery and disclosure procedures for CPNI. In addition to your other obligations contained in the Agreement, you and your users and/or account contacts will comply with the terms and conditions set forth below. You acknowledge and agree that you work with and will continue to work with our dedicated account representative with respect to Services including CPNI requests for the term of this Addendum. Authentication of you, the Customer, for CPNI or for other purposes may involve voice recognition by your dedicated account representative in lieu of more detailed information requirements prior to discussing CPNI or other information or requests via the telephone.

2. Account Contact/Address of Record: We may, upon your request and at our sole discretion, provide CPNI regarding any of your accounts, but only to (i) your current "care of" contact at your primary address of record and (ii) the following contacts you designate below at the accompanying addresses of record. We may deliver your CPNI by mail, by telephone, or by electronic means.

Account Contact: _____

Address of Record: _____

Account Contact: _____

Address of Record: _____

Account Contact: _____

Address of Record: _____

You acknowledge and agree (a) to the individualized CPNI authentication and delivery procedures set forth in this Addendum; and (b) that we may not disclose your CPNI in any manner except as the Agreement or this Addendum permit.

3. Account Contact Change: To change your contacts, you will need to send us written documentation on your company letterhead of such change. We will then authenticate such request through any reasonable methods we deem appropriate.

4. Indemnification: You will indemnify and hold us, our affiliated entities and our and their respective employees harmless for any loss, damage, cost (including, without limitation, court costs and attorneys fees), suit or claim arising out of or related to CPNI disclosures, including, but not limited to, (1) the use or misuse of CPNI by you, your employees, or any other person or entity using the CPNI issued or delivered to you; and (2) the unauthorized disclosure of CPNI as a result of misauthentication of you, your employees, or any other person or entity claiming to be you or one of your employees.

5. Miscellaneous: This Addendum may not be modified or amended, except by a writing signed by both parties and as otherwise provided in this Addendum. Except as expressly modified by this Addendum, the Agreement will be and remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum will govern. Upon termination or expiration of the Agreement, this Addendum will automatically terminate. This Addendum will be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. All capitalized terms used herein and not expressly defined herein will have the respective meanings given to such terms in the Agreement. Ricoh and Customer have caused this Addendum to be duly executed by their authorized representatives and effective as of the Addendum Effective Date.

CUSTOMER

RICOH USA INC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

4

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: February 23, 2023
Re: **Purchase of New Vehicles for Fire 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.

JPJ/dt



CITY OF SELMA, ALABAMA
FIRE DEPARTMENT

Franklin Edwards
Interim Fire Chief

PHONE (334) 874-2150
E-MAIL sfdasstchief@selma-al.gov

To: Mayor James Perkins, Jr.
From: Franklin Edwards, Interim Fire Chief
Date: February 16, 2023
Re: Purchase of New Vehicle

Greetings,

Mayor, as may or may not remember that the fire department requested two (2) new staff vehicles in last year's budget. Due to the administration changes the deadline was missed by the previous Chief, to order the vehicles. And by doing so the state bid has not opened for this season but the dealership does have some vehicles leftover from last year bid list. I had priced two (2) Chevrolet Tahoe's on the last bid, which would've cost approximately \$80,000-\$85,000; but none are available at this time and for the unforeseeable future. Available now are the Chevrolet Silverado PPV (truck). The cost of these vehicles are \$45,360.66 per truck. This is not including lighting, radio's and other equipment. It will be more cost efficient if we outfit the equipment with our vendor in Montgomery. I am requesting that the fire department be allowed to purchase the vehicles to replace at least two of the staff vehicles this year. All staff vehicle are 11 to 12 years of age and has over 120,000 miles on them. We have two (2), 2011 Tahoe's and one (1) 2012 Tahoe

The cost to outfit the vehicles at the dealership will be around \$16,000 per vehicle. The last known cost to outfit them with our vendor will be around \$8,000 per vehicle when last inquired about from Communication International.

Enclosed is the pricing sheets from Donohoo Chevrolet, whom is the current state bid holder for vehicles. These vehicles are onsite at their dealership in Fort Payne, Alabama.

Sincerely,

Franklin Edwards

Franklin Edwards

Interim Fire Chief



Stock Unit Silverado PPV

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Selected Model and Options

MODEL		
CODE	MODEL	Invoice
CK10543	2023 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	

COLORS	
CODE	DESCRIPTION
	Black

OPTIONS		
CODE	DESCRIPTION	Invoice
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5J9	Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
6J3	Wiring, Provisions for grille lamps and siren speakers (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	\$188.37
6J4	Wiring, Horn and siren circuit (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	\$95.55



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
6J7	Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
6N5	Inoperative rear windows (Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	\$45.50
6N6	Door locks and handles Inside rear doors inoperative (doors can only be opened from outside) (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	\$62.79
9C1	Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (K14) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (5W4) Special Service Package.	\$4,295.20
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	\$182.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
B1J	Wheelhouse liners, rear (Not available on Regular Cab models, 2WD Crew Cab or Double Cab models, or with (ZW9) pickup bed delete.)	\$127.40
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailing Package.)	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailing Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00

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Data Version: 17327. Data Updated: Aug 29, 2022 6:46:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc (Included and only available with (9C1) Police Pursuit Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Includes (UBI) USB ports. Requires (QT5) EZ Lift power lock and release tailgate. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	\$1,451.45
MI2	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.)	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)	Inc.
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.)	Inc.

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
QAE	Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$136.50
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	(\$45.50)
RMW	Tire, spare 275/60R20 all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Pursuit Package.)	Inc.
UBI	USB ports, rear, dual, charge-only (Included and only available with (K14) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	\$113.75
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, (Z82) Trailering Package and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case. Not available with (L3B) 2.7L Turbo engine.)	\$0.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	\$359.45
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	\$336.70
Options Total		\$7,349.16

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY



Invoice #

N/A

For:

2023 Chevrolet Silverado 4WD PPV

Bill To:

N/A

Vin #

N/A

Item Description	Amount
MSRP	\$53,744.16
Donohoo Discount	\$2,000.00
Donohoo Price	\$51,744.16
Bid Assist	\$6,400.00
Vehicle Price	\$45,344.16
Upfit Cost	\$0.00
Vehicle Price with Upfit	\$45,344.16
Title	\$16.50
Delivery	\$0.00
Total Price	\$45,360.66

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Exterior

- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone, connectivity to vehicle infotainment system

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Interior

- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17327. Data Updated: Aug 29, 2022 6:46:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17327. Data Updated: Aug 29, 2022 6:46:00 PM PDT.

5

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: February 23, 2023
Re: **Red Bar and Grille Alcohol License Request**

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.

JPJ/dt



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230131102743116

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$300.00

Type License:

State: **County:**

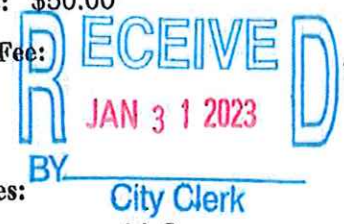
Trade Name: RED BAR AND GRILLE

Filing Fee: \$50.00

Applicant: RED BAR AND GRILLE LLC

Transfer Fee:

Location Address: 1303 E HIGHLAND AVE SELMA, AL 36703



Mailing Address: 658 AZALEA DRIVE SOUTH EUCLID, OH 44143

County: DALLAS **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: BOOK 68 PAGE 780

Do you sell Draft Beer?:

Date Incorporated: 11/14/2019 **State incorporated:** AL

County Incorporated: DALLAS

Date of Authority: 11/14/2019

Federal Tax ID: 84-3726298

Alabama State Sales Tax ID: R011606141

Name:	Title:	Date and Place of Birth:	Residence Address:
PAMELA SLOAN RQ212036 - OH	MEMBER/OWNER	01/29/1969 CLEVELAND, OH	658 AZALEA DR CLEVELAND, OH 44143

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: COREY FREEMAN
Business Phone: 216-543-5466
Fax:

Home Phone: 216-262-7487
Cell Phone:
E-mail: pameslo2@gmail.com

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

**CITY OF SELMA, ALABAMA
ALCOHOLIC BEVERAGE APPLICATION**

Please provide all information. Incomplete applications cannot be processed. This application must be carried, in person, to the City Clerk's Office located at 222 Broad Street, Selma, AL 36701. A copy of the corresponding Alabama Beverage Commission (ABC) application must be attached to this form. Any questions should be directed to the City Clerk at 334-874-2102.

THERE IS A NON-REFUNDABLE \$30.00 FILING FEE AND A \$50.00 PUBLICATION FEE WITH EACH APPLICATION

Name(s): Red bar & grille
Indicate whether Individual, partnership, association, or corporation
 Address: 1303 E Highland Ave Selma AL Phone: 216-543-5466
 Driver License #: 54856964 DOB: 09/22/1989

INSTRUCTIONS/APPLICATION PROCEDURES NAME & LOCATION OF ESTABLISHMENT

Business Name: Red bar & grille DBA: _____
 Address: 1303 E Highland Ave Selma AL 36703
 Nature of the structure or building:
 New Existing Proposed Temporary

TYPE OF ESTABLISHMENT (Please check only one)

Please indicate which type of establishment or operation is being sought. See attachment for description and license information.

- | | |
|--|---|
| <input type="checkbox"/> Retail Beer License for On/Off Premises Consumption | <input type="checkbox"/> Special Retail License |
| <input type="checkbox"/> Retail beer License for Off-Premise Consumption | <input type="checkbox"/> Special Events Retail License |
| <input type="checkbox"/> Lounge Retail Liquor License | <input type="checkbox"/> Manufacturer License |
| <input type="checkbox"/> Club Liquor License | <input type="checkbox"/> Importer license |
| <input checked="" type="checkbox"/> Restaurant Retail Liquor License | <input type="checkbox"/> Warehouse License |
| <input type="checkbox"/> Retail Table Wine for On/ Off Premises Consumption | <input type="checkbox"/> Wholesale License for table.Wine |
| <input type="checkbox"/> Other (Please explain) _____ | <input type="checkbox"/> Wholesale License for Beer |
| | <input type="checkbox"/> Wholesale License for Table Wine/Beer |
| | <input type="checkbox"/> Retail Wine for Off-Premises Consumption |

Dining & Kitchen Information

Please provide the following information, if applicable: Kitchen adjacent to Dining Area? YES NO

Signature _____

Signature [Handwritten Signature] Date 01/31/2023

FOR USE ONLY BY THE CITY OF SELMA:

- Approved by Selma City Council on _____ for property located at _____ and zoned as _____ in Ward _____.
- Denied by Selma City Council on _____ for property located at _____ and zoned as _____ in Ward _____.

Council President

PAYMENT DATE
01/31/2023
COLLECTION STATION
TAX/LIC
RECEIVED FROM
RED BAR AND GRILLE

CITY OF SELMA
P.O. BOX 450
SELMA, AL 36702-0450
(334) 874-2112

BATCH NO.
2023-00000269
RECEIPT NO.
2023-00001006
CASHIER
Jameka Austin
ENTRY DATE
01/31/2023 12:15:50 AM

RECEIVED
JAN 31 2023
BY _____
City Clerk

DESCRIPTION
LIQUOR APPLICATION FEE

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																
MISC	MISCELLANEOUS G/L Account	\$30.00																
	1-4000 42920 Liquor License Fee \$30.00																	
	<table border="1"> <tr><td>Total Cash</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Check</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Charge</td><td style="text-align: right;">\$30.00</td></tr> <tr><td>Total Wire</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Other</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Remitted</td><td style="text-align: right;">\$30.00</td></tr> <tr><td>Change</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Received</td><td style="text-align: right;">\$30.00</td></tr> </table>	Total Cash	\$0.00	Total Check	\$0.00	Total Charge	\$30.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$30.00	Change	\$0.00	Total Received	\$30.00	
Total Cash	\$0.00																	
Total Check	\$0.00																	
Total Charge	\$30.00																	
Total Wire	\$0.00																	
Total Other	\$0.00																	
Total Remitted	\$30.00																	
Change	\$0.00																	
Total Received	\$30.00																	
	Total Amount:	\$30.00																

Customer Copy

SHELMA POLICE DEPARTMENT

Applicant Info:

NAME: Med Bar and Carille, LLC

d/b/a: Med Bar and Carille

LOCATION: 1303 E. Highland Avenue

TELEPHONE NO: 216.543.5466

TYPE OF LICENSE: 020 - Restaurant Retail Liquor

On Premises Off Premises New Existing

LOCAL BACKGROUND CHECK Yes No Date 2-9-23

By: Capt. Fowlkes

Comments/Recommendations: No Record Found

BUILDING LOCATION CHECK Yes No Date 2-9-23

By: Capt. Fowlkes

Comments/Recommendations: Building Location is Adequate.

ADEQUATE PARKING CHECK Yes No Date 2-9-23

By: Capt. Fowlkes

Comments/Recommendations: Parking Area is adequate

Capt. Fowlkes
Signature of Authorized Official



2-9-23
Date

(ATTACH ALL NECESSARY DOCUMENTS FOR REVIEW)
Please return completed form to the City Clerk's Office

BUILDING INSPECTOR

Applicant Info: Alcohol Beverage License Inspection/Clearance

NAME: Med Bar and Grille, LLC

d/b/a: Med Bar and Grille

LOCATION: 1303 E. Highland Avenue

TELEPHONE NO: 216.543.5466

TYPE OF LICENSE: 020 - Restaurant Retail liquor

On Premises Off Premises New Existing

THIS PROPERTY IS ZONED B2 AND IS IN WARD 4

WHICH DOES / DOES NOT ALLOW THE SALE OF ALCOHOL BEVERAGES.
(Indicate the correct selection)

[Signature]
Signature of Authorized Official

2/8/23
Date

DISTANCE

Nearest residential dwelling and/or neighborhood: more than 250'

Nearest school, private or public, and/or day care establishment: more than 250'

Nearest church, mosque, synagogue, and/or other recognized public place of worship: more than 250'

COMPLIANCE W/ BUILDING CODES

INITIAL INSPECTION Date 2/8/23

Building Location Check 2 L
Initials

By: [Signature]

Certificate of Occupancy Yes ___ No

YES. Location is in compliance with the applicable building codes.

NO. The location is not in compliance and the following details need to be satisfied before operating.
(Attach addition page(s) if necessary)

For use after City Council Preliminary Approval:

ALL OF THE HEREIN STATED REQUIREMENTS HAVE BEEN SATISFIED BY APPLICANT AND I HEREBY CERTIFY THAT THE BUSINESS LOCATION IS IN FULL COMPLIANCE WITH THE FIRE CODES NECESSARY FOR THE TYPE OF OPERATION SPECIFIED.

Signature of Authorized Official

Date



(ATTACH ALL NECESSARY DOCUMENTS FOR REVIEW)
Please return completed form to the City Clerk's Office

TAX & LICENSE COLLECTOR

Alcohol Beverage License Inspection/Clearance

Applicant Info:

NAME:

Red Bar and Grille, LLC

d/b/a:

Red Bar and Grille

LOCATION:

1303 E Highland Avenue

TELEPHONE NO:

216-543-5466

TYPE OF LICENSE:

020 - Restaurant Retail liquor

RECEIVED
FEB 06 2023

BY

City Clerk

On Premises

Off Premises

New

Existing

Does applicant have a Business License for the above-named property?

YES NO Date 11/15/2022

If NO to the above question, has applicant applied for a Business License

YES NO Date _____

Does the applicant owe City or State any Sales Tax?

YES NO

Does the applicant owe City Property Taxes?

YES NO

If SO to the above question, the amount owed? _____

If Transfer, need additional Information.

1. Did previous owner(s) have a valid business license?

YES NO Date _____

2. Are previous owner(s) current on City and State Sales taxes on the property?

YES NO

3. Are previous owner(s) current on City and State Property taxes on the property?

YES NO

Comments/Recommendations:

Jamela Anderson
Office of tax and License (Signature)

2/6/2023
Date

Previous Business License Information on this location, if applicable

For Use after City Council Preliminary Approval:

ALL OF THE APPROPRIATE BUSINESS LICENSE(S), TAXES AND FEES HAS BEEN SATISFIED BY APPLICANT AND HEREBY CERTIFY THAT APPLICANT IS IN FULL COMPLIANCE WITH THE CITY OF SELMA BUSINESS LICENSE REQUIREMENTS FOR OPERATION OF THE TYPE OF ESTABLISHMENT SPECIFIED.

Signature of Authorized Official



Date

(ATTACH ALL NECESSARY DOCUMENTS FOR REVIEW)
Please return completed form to the City Clerk's Office

SELMA FIRE DEPARTMENT

Alcohol Beverage License Inspection/Clearance

Applicant Info:

NAME: Med Bar and Grille, LLC

d/b/a: Med Bar and Grille

LOCATION: 1303 E Highland Avenue

TELEPHONE NO: 216-543-5466

TYPE OF LICENSE: 020 - Restaurant Retail Liquor

On Premises

Off Premises

New

Existing

RECEIVED
FEB 07 2023

BY _____
City Clerk

INITIAL INSPECTION

YES. Location is in compliance with the applicable building/fire codes. *as of inspection on 5/18/22*

NO. The location is not in compliance and the following details need to be satisfied before operating.
(Attach addition page(s) if necessary)

Corrected 5/18/22

By: Ameas Pettway

Initial Inspection Date: April 28, 2022

For Use after City Council Preliminary Approval:

Final Inspection:

ALL OF THE HEREIN STATED REQUIREMENTS HAVE BEEN SATISFIED BY APPLICANT AND I HEREBY CERTIFY THAT THE BUSINESS LOCATION IS IN FULL COMPLIANCE WITH THE FIRE CODES NECESSARY FOR THE TYPE OF OPERATION SPECIFIED.

YES. Location is in compliance with the applicable building/fire codes.

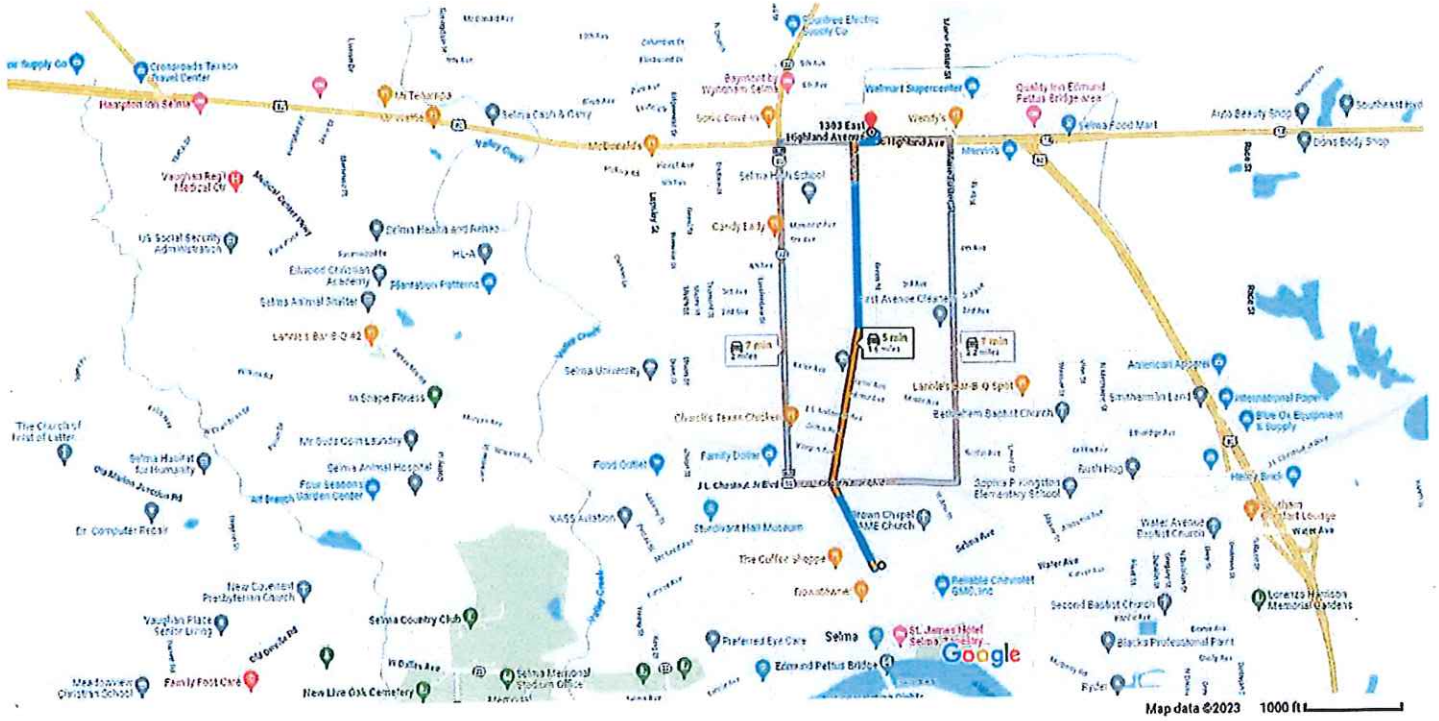
Ameas Pettway
Signature of Authorized Official




2/07/2023
Date



Your location to 1303 E Highland Ave, Selma, AL 36703

Drive 1.6 miles, 5 min



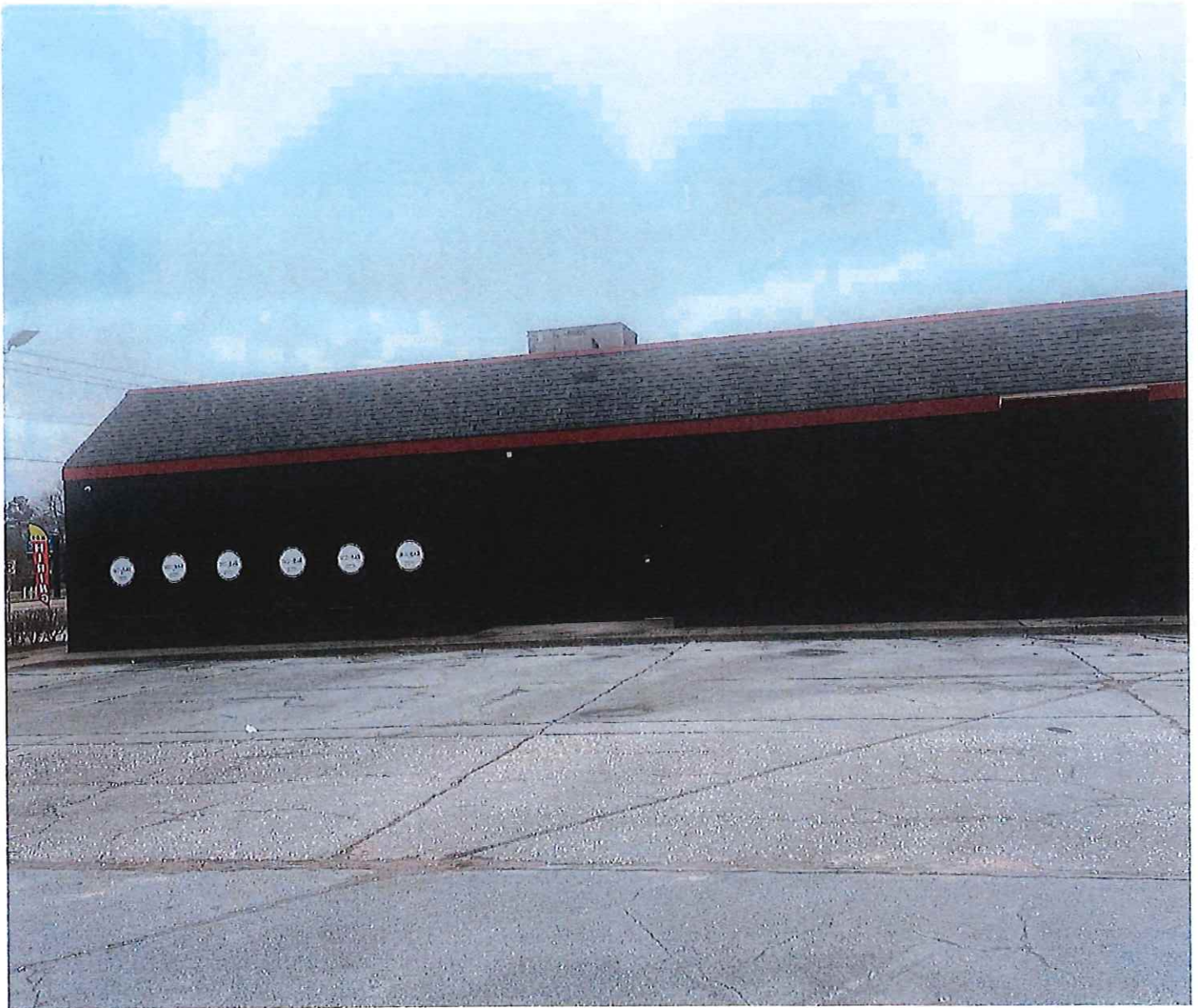
- 
via Franklin St 5 min
 Fastest route now due to traffic conditions 1.6 miles
- 
via Marie Foster St/Range St 7 min
 Some traffic, as usual 2.2 miles
- 
via Broad St 7 min
 Some traffic, as usual 2.0 miles

Explore 1303 E Highland Ave

Restaurants Hotels Gas stations Parking Lots More







Proof

Client	CITY OF SELMA	Phone	(334) 874-2102
Address	PO BOX 450	EMail	iharrison@selma-al.gov
	SELMA, AL 36702	Fax	(334) 874-1239
AD #	1589770	Requested By	CITY OF SELMA
Account	215821	PO #	
Class	2610	Created By	MADISON.KING
Start Date	02/08/23	Creation Date	02/01/2023
End Date	02/08/23	Dimensions	1 X 2.861
Run Dates	2	Price	\$55.60
Pubs	The Selma Times-Journal, Selma-		
Order #	TimesJournal.com		
Sales Rep	Madison King	Phone	
		EMail	madison.king@shelbycountyre- porter.com
		Fax	

PUBLIC NOTICE

**NOTICE OF LIQUOR
LICENSE APPLICATION**

Notice is hereby given that the Selma City Council will consider the request for an Alcoholic Beverage License to Red Bar and Grille, LLC whose place of business is Red Bar and Grille, located at 1303 E. Highland Avenue. Application shall be heard in the Council Chambers of City Hall, 222 Broad Street, Selma, Alabama, during a regularly scheduled meeting of the Selma City Council. The Selma City Council meets every 2nd and 4th Tuesday of each month.

/s/ Ivy S. Harrison
City Clerk

Selma Times Journal:
Feb. 8, 2023
RED BAR AND GRILLE

3:42



City of Selma | Tax & License Dept.



Let City of Selma | Tax & License Dept. know how your experience was

\$57.46

Liquor License Advertising Fee x 1	\$55.60
Red Bar and Grille	
Purchase Subtotal	\$55.60
Terminal Transaction Fee (3.34%)	\$1.86
Total	\$57.46



City of Selma | Tax & License Dept.
222 Broad St, Tax & License Department
Selma, AL 36701-4540
334-874-2112

squareup.com

6

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: February 23, 2023
Re: **Request for Water/Sewer and Petition to Annex**

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.

JPJ/dt



HOGG STONE & ASSOCIATES ENGINEERS, INC.

1 Satterfield St
Selma, AL 36701

O: 334.875.1960
F: 334.875.1961

February 21, 2023

Hon. James Perkins, Jr., Mayor
Council President Warren "Billy" Young
All Council Members

and

Mr. Roderick V. West, Chairman
All Water Board Members

This is a follow-up letter to the meeting of the Selma City Council on Tuesday, February 14, 2023 as well as Selma Waterworks Board meeting on Monday, February 20, 2023 in which the Madison Haven, Ltd. project on Citizens Parkway was discussed. I want to clarify HSA Engineers, Inc.'s role in this matter and to address whether our firm has a conflict of interest.

I want to make clear to all parties that we want to make full disclosure of our interests in this project. HSA Engineers, Inc. was hired by Madison Haven, Ltd. to provide Professional Engineering Services for a project located at 3001 and 3005 Citizens Parkway to renovate the old bowling alley property. HSA Engineers, Inc. is to be paid solely by Madison Haven, Ltd. for its services. At the time of employment, Madison Haven had no knowledge that its property was not located within the limits of the City of Selma since water service was already provided by the Selma Waterworks to its property. Due to the nature of Madison Haven's project, it learned that the size of the available water line and meter would have to be increased and that the public sewer was not available as needed. HSA Engineers Inc. then assisted Madison Haven in the engineering requirements and permitting (ALDOT) necessary to increase the water and sewer availability.

While HSA Engineers, Inc. acknowledges it has been employed by the Selma Waterworks and the City of Selma on a project-by-project basis at various times, it is not employed full time by either entity. In the current project, HSA Engineers, Inc. is employed and paid by Madison Haven, Ltd. in a private project. There is no compensation or employment with the Selma Waterworks or the City of Selma on the project in question nor is there any consulting required of HSA Engineers, Inc. by either municipal entity. In short, there is no conflict of interest in the present situation. This project is not a City of Selma or Selma Waterworks project. Madison Haven's project is a privately funded project. There is no ethical violation involved in our current working relationship with Madison Haven, Ltd. and its seeking municipal approval for available water and possible sewer from the Selma Waterworks and the City of Selma.

Furthermore, we have offered to Madison Haven, LTD to withdraw from this project if there is any conflict of interest.

I hope this letter addresses any ethical concerns anyone may have.

Very truly yours,

HSA Engineers, Inc.

BY: 
Meredith Hogg-Stone, President

CC: John Calame
Prince Chestnutt
Major Madison, Jr.
Greg Windham

GAMBLE, GAMBLE, CALAME & JONES, LLC

ATTORNEYS AT LAW
POST OFFICE BOX 345
SELMA, ALABAMA 36702-0345

HARRY W GAMBLE (1898 - 1994)
HARRY W GAMBLE, JR
WILLIAM J GAMBLE
JOHN C CALAME
WOODRUFF R JONES

WRITER'S EMAIL: jcc@gamblelaw.com

OVERNIGHT DELIVERY:
807 SELMA AVENUE
SELMA, ALABAMA 36701

February 7, 2023

MAIN: (334) 875-7810
DIRECT: (334) 375-8743
FACSIMILE: (334) 874-4975

VIA HAND DELIVERY

Mayor James Perkins, Jr.
222 Broad Street
Selma, AL 36701

RE: *Madison Haven, Ltd. - 3001 & 3003 Citizens Parkway Project*

Dear Mayor Perkins:

I spoke with you last week about the extension of the water and sewer lines on Citizens Parkway to the old bowling alley property owned by Greg Windham/Madison Haven, who is a client of mine. Greg has agreed to have his property annexed into the City (it currently is part of an island of properties between the City of Selma limits and the Town of Valley Grande limits). This property is contiguous to the Selma City limits since Citizens Parkway adjoins the property within the City limits across the road. I have included a copy of the lead court case which is still good authority and supports the contiguity of properties for annexation purposes where a public road separates the properties. If the City will grant permission and sign the appropriate ALDOT permits for the water and sewer line extension, my client will pay the construction cost of the extension for both lines in accordance with the Selma Waterworks and City of Selma specifications. Hogg Engineering is his project engineer.

Accordingly, I have prepared and include with this letter a Memorandum of Agreement which has been signed by Madison Haven. Please review and sign this Memorandum of Agreement if it is satisfactory to you. I am also attaching a copy of the signed Petition for Annexation which I will file with the City Clerk's Office once this Agreement and the applicable ALDOT permit applications are signed by the City of Selma and the Selma Waterworks. Please advise me when the documents have been signed so this matter can proceed.

I appreciate your prompt attention to this matter. I believe this new business will benefit the City as we recover from the most recent tornado disaster. If you have any questions, please contact me.

Very truly yours,

GAMBLE, GAMBLE, CALAME & JONES, LLC

BY: 

John C. Calame

JCC:jdp
Enc.

STATE OF ALABAMA :
COUNTY OF DALLAS :

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, by and between THE WATERWORKS AND SEWER BOARD OF THE CITY OF SELMA, ("Selma Waterworks"), THE CITY OF SELMA, ALABAMA, a municipal corporation, ("City") and MADISON HAVEN, LTD., an Alabama limited partnership ("Madison Haven").

WITNESSETH:

WHEREAS, Madison Haven is the owner of certain real estate located at 3001 and 3003 Citizens Parkway which is described on Exhibit A attached hereto, which lies outside of, but contiguous to the municipal limits of the City; and

WHEREAS, Madison Haven desires to have the above-described property annexed into the City so that it can connect to the Selma Waterworks water lines and the City's gravity sewer system; and

WHEREAS, the Selma Waterworks and the City will agree to allow Madison Haven to connect to their current water and sewer lines, at Madison Haven's expense upon the condition that Madison Haven pursue annexation of the above described real estate into the City in a timely manner.

NOW THEREFORE, in consideration of the mutual promises contained herein, Selma Waterworks, City and Madison Haven do hereby agree as follows:

1. Selma Waterworks and City agree that they each will take all immediate actions necessary, including signing all ALDOT permit applications required to allow Madison Haven to commence connection to the closest water and sewer lines owned and maintained by them.

2. Madison Haven will bear and pay the costs of connecting its property to the Selma Waterworks water line and the City's sewer system, including the installation and connection of line and pipe to the nearest existing water line and sewer pipe, all in accordance with approved engineering plans and compliant with Selma Waterwork's and City's required specifications.

3. Madison Haven agrees that it will promptly file a petition for annexation of the real property located at 3001 and 3003 Citizens Parkway, Selma, Alabama, into the

City of Selma under the authority of Section 11-42-20, et seq., Code of Alabama, 1975, as required by law.

4. Madison Haven will provide to Selma Waterworks and City all necessary information, plans, drawings and specifications for approval prior to commencement of work to connect to water line and sewer system.

5. All parties agree to cooperate in achieving the actions required by this Agreement in a timely and expeditious manner, time being of the essence.

6. This Agreement shall be binding upon and inure to the benefit of all parties to this Agreement and construed in accordance with the laws of the State of Alabama.

7. This Agreement shall be signed in triplicate with each party receiving an original, fully executed copy.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective this _____ day of February, 2023.

THE WATERWORKS AND SEWER BOARD
OF THE CITY OF SELMA, AL

BY: _____
ITS _____

THE CITY OF SELMA

BY: _____
James Perkins, Jr. - Mayor

MADISON HAVEN, LTD

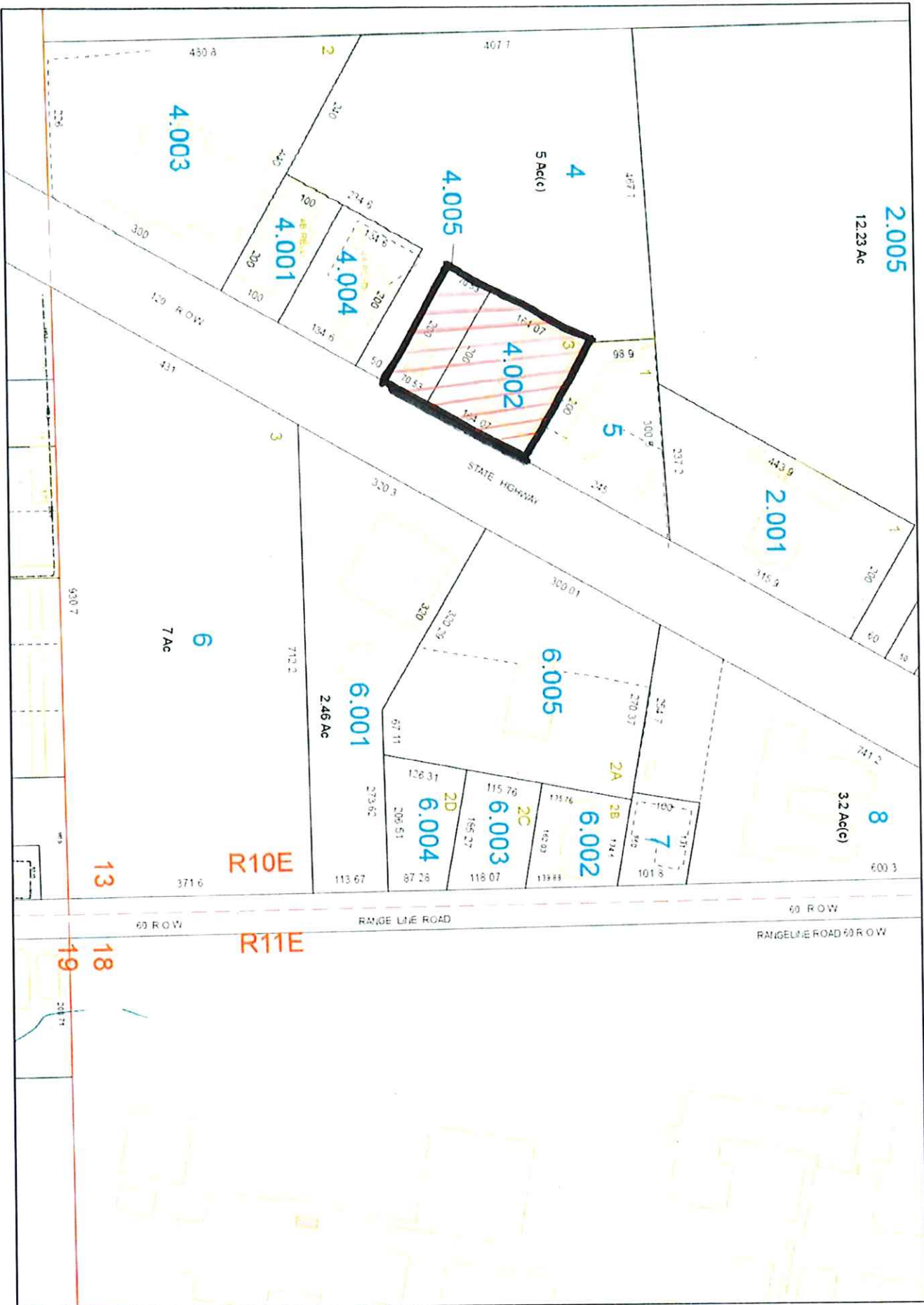
BY: Windham Properties, Inc., General Partner

BY: Gregory S. Windham
Gregory S. Windham – President

EXHIBIT A

Lot Number 3 of Martindale Addition, Plat Number 2, Selma, Alabama, as shown by map of said Martindale Addition, Plat Number 2, recorded in the Probate Office of Dallas County, Alabama in Map Book 5, at Page 301.

EXHIBIT A



COPY

PETITION FOR ANNEXATION

TO THE CITY OF SELMA, ALABAMA:

I, the undersigned, being the owner of the hereinafter described real estate, do hereby execute and file with the City Clerk this written petition requesting that the property hereinafter described be annexed to the City of Selma, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama, 1975.

The real estate to be annexed is described as follows:

Lot Number 3 of Martindale Addition, Plat Number 2, Selma, Alabama, as shown by map of said Martindale Addition, Plat Number 2, recorded in the Probate Office of Dallas County, Alabama in Map Book 5, at Page 301.

I further certify that the above real estate is contiguous to the City of Selma and that said real estate does not lie within the corporate limits of another municipality. I also certify that the above-described real estate which lies within the police jurisdiction of both the City of Selma and the Town of Valley Grande is located contiguous and closer to the City of Selma as required by Section 11-42-21, Code of Alabama, 1975. A map of said property is attached hereto as Exhibit A.

I do hereby request that the City of Selma and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things and acts as may be required by law so that the corporate limits of the City of Selma shall be rearranged so as to include said real estate.

IN WITNESS WHEREOF, the undersigned has caused this Petition to be signed on this the 7th day of February, 2023.

PETITIONER:

MADISON HAVEN, LTD

BY: Windham Properties, Inc., General Partner

BY: Gregory S. Windham
Gregory S. Windham - President

Leeds v. Moody

Supreme Court of Alabama

September 18, 1975

SC 735

Reporter

294 Ala. 496 *; 319 So. 2d 242 **; 1975 Ala. LEXIS 1232 ***

CITY OF LEEDS et al. v. TOWN OF MOODY

Disposition: [***1] Affirmed in part, reversed in part, and remanded with directions.

Core Terms

municipality, Ordinance, annexation, corporate limits, contiguous, territory, relinquish, trial court, delegated

Case Summary

Procedural Posture

Appellant city sought review of the judgment of the Circuit Court of St. Claire County (Alabama), which found in favor of appellee town and issued a permanent injunction enjoining the city from annexing certain real property pursuant to ordinance.

Overview

The town filed a complaint seeking injunctive relief against an ordinance enacted by the city. The ordinance purported to annex certain real property under the authority of Ala. Code tit. 37, § 137(1)-(3) (1940). The town's complaint charged that all of the land sought to be annexed was within the police jurisdiction of the town and, that it was not contiguous to the corporate limits of the city. The trial court granted the injunctive relief. The court held that the trial court erred in granting the injunction. The court found that while it was appropriate to enjoin the city from attempting to exercise any governmental authority through the use of § 137(1)-(3), it was inappropriate to prevent it from exercising any other statutory procedure for accomplishing the same result. The court affirmed the judgment as it enjoined the city from attempting to exercise any governmental authority through the use of § 137(1)-(3), over any of the land described in the ordinance, which was within the police jurisdiction of the town. The court otherwise reversed the judgment and the cause was remanded.

Outcome

The court affirmed the judgment enjoining the city from attempting to annex the town's property pursuant to a particular statute, but reversed the decision to the extent that it enjoined the city from using any other statutory procedure to accomplish the same result.

LexisNexis® Headnotes

Governments > Local Governments > Boundaries

Governments > Local Governments > Duties & Powers

HN1 [📄] Local Governments, Boundaries

Ala. Code tit. 37, § 137(1)-(3) (1958), provides in part: Whenever all of the owners of property located and contained within an area contiguous to the corporate limits of any incorporated municipality with a population of 2000 or more, located in the State of Alabama, and such property does not lie within the corporate limits or police jurisdiction of any other municipality, shall sign and file a written petition with the city clerk of such municipality requesting that such property or territory be annexed to the said municipality, and the governing body of such municipality adopts an ordinance assenting to the annexation of said property to such municipality, the corporate limits of said municipality shall be extended and rearranged so as to embrace and include such property and such property or territory shall become a part of the corporate area of such municipality upon the date of publication of said ordinance.

Governments > Local Governments > Boundaries

HN2 Local Governments, Boundaries

There are three methods by which a municipality may annex territory in Alabama: (1) by an act of the legislature; (2) by an election in accordance with Ala. Code tit. 37, § 135; and (3) by complying with Ala. Code tit. 37, § 137, (1)-(3).

Governments > Local

Governments > Administrative Boards

Governments > Local Governments > Duties & Powers

Governments > State & Territorial

Governments > Legislatures

HN3 Local Governments, Administrative Boards

Municipalities are mere instrumentalities of the state possessing only such powers as may have been delegated to them by the legislature.

Governments > Local Governments > Duties & Powers

HN4 Local Governments, Duties & Powers

Since a municipality cannot barter away a governmental power specifically delegated to it by the legislature, it follows that it also cannot waive or relinquish such power.

Governments > Local Governments > Boundaries

HN5 Local Governments, Boundaries

A public highway is not the type of physical separation which would prevent two pieces of land from being "contiguous" within the meaning of the statute.

Counsel: Charles L. Kerr, Leeds, for appellants.

The legislative powers of the state of Alabama are vested solely in the legislature, consisting of a senate and a house of representatives, and while the power to legislate necessarily carries with it the power to contract, neither such legislative nor contractual powers may be delegated except as authorized by the constitution, not

even to all of the citizens of this state. Code of Alabama, Title I, Section 44; *n re Opinion of Justices*. 287 Ala. 321, 251 So.2d 739 (1971); *Powers v. U.S. Fidelity & Guaranty Co.*, 236 Ala. 389, 182 So. 758 (1938). The police jurisdiction in cities having six thousand or more inhabitants shall cover all adjoining territory within three miles of the corporate limits, and in cities having less than six thousand inhabitants, and in towns, such police jurisdiction shall extend also to the adjoining territory within a mile and a half of the corporate limits of such city or town. Ordinances of a city or town enforcing police or sanitary regulations and prescribing fines and penalties for violations thereof, shall have force and effect [***2] in the limits of the city or town and in the police jurisdiction thereof, and on any property or rights of way belonging to the city or town. Code of Alabama, Title 37, Section 9; *City of Birmingham v. Lake*, 243 Ala. 367, 10 So.2d 24 (1942); *City of Homewood v. Wofford Oil Co.*, 232 Ala. 634, 169 So. 288 (1936); *Coupey v. City of Andalusia*, 24 Ala.App. 247, 134 So. 671 (1931). Two lawfully and fully organized public or municipal corporations cannot have jurisdiction and control at one time of the same population and territory, and exercise like or similar powers in the same boundaries. Code of Alabama, Title 37, Section 9; Code of Alabama, Title 37, Section 733; *City of Homewood v. Wofford Oil Co.*, 232 Ala. 634, 169 So. 288 (1936); *Town of Graysville v. Johnson*, 33 Ala.App. 479, 34 So.2d 708 (1948). No unit of local government can by any provisions or terms in any contract or agreement either contract, delegate or barter away a governmental power unless so authorized by legislature. *City of B'ham. v. Holt*, 23 Ala. 148, 194 So. 538 (1940); *City of Dothan v. Ala. Power Co.*, 229 Ala. 146, 155 So. 697 (1934); *Mayor, etc., of B'ham. v. B'ham. Water [***3] Works Co.*, 193 Ala. 531, 36 So. 614 (1904). No person residing or owning lands in any unincorporated area, but not within the specific lands involved in any particular annexation proceedings, has such an interest as is required by law to maintain an action questioning the validity of any such annexation proceedings; And, no unit of local government, otherwise a stranger to such proceedings, can acquire such an interest as is required to maintain such an action under the guise that it is thereby protecting the interests of the public in general in such incorporated area. *Purdy, et al. v. City of Vestavia Hills*, 286 Ala. 714, 246 So.2d 440 (1971); *Boger v. Jones Cotton Co.*, 234 Ala. 103, 173 So. 495 (1937). Though territory within the police jurisdiction of a municipality is separated from the corporate limits of such municipality by a natural or man-made barrier, such as a county line, river, highway or other roadway, it is "contiguous" or

294 Ala. 496, *496; 319 So. 2d 242, **242; 1975 Ala. LEXIS 1232, ***3

"adjoining" such corporate limits within statute authorizing such municipality to extend its corporate boundaries pursuant to a proper petition from the owners of lands lying contiguous to its corporate boundaries. Code of Alabama, Title [***4] 37, Section 137(1); *White v. City of Decatur*, 225 Ala. 646, 144 So. 873 (1932).

Church & Trussell, Pell City, for appellee.

A municipality may waive its claim to police jurisdiction over an area in favor of another municipality if the second municipality provides municipal service to the area. *State ex rel. Morgan v. City of Gadsden*, 216 Ala. 243, 113 So. 6 (1927). A municipality which claims police jurisdiction over an area has a sufficient legal interest to challenge proceedings by another municipality to annex the territory. 67 C.J.S. Parties § 6B; *Purdy v. City of Vestavia Hills*, 286 Ala. 714, 246 So.2d 440 (1971). A tract of land is not contiguous to the corporate limits of a municipality for the purposes of annexation unless the land at least touches the municipal boundary. *Tallapoosa Lumber Co. v. Copeland*, 223 Ala. 41, 134 So. 658 (1931); *State v. Masters*, 207 Ala. 324, 93 So. 14 (1922). A municipality cannot annex territory pursuant to Title 37, Sec. 137(1), Code of Alabama, 1940, if the territory to be annexed lies within the police jurisdiction of any other municipality. Title 37, Sec. 137(1), Code of Alabama, 1940. Two or more municipalities [***5] who have corporate boundaries in close proximity to each other can have overlapping police jurisdiction as that term is used in Title 37, Sec. 137(1), Code of Alabama, 1940. *Hammonds v. City of Tuscaloosa*, 21 Ala.App. 286, 107 So. 786 (1926); Title 37, Sec. 9, Code of Alabama, 1940. A finding by the city council that no part of the land sought to be annexed lies within the police jurisdiction of any other municipality is a jurisdictional requirement in order to annex property pursuant to Title 37, Sec. 137(1), Code of Alabama, 1940, and if it is shown that this finding was erroneous, then the entire proceedings are void. *State v. Town of Boyles*, 207 Ala. 59, 92 So. 250 (1921); *Town of Oxford v. State*, 257 Ala. 349, 58 So.2d 604 (1952).

Judges: ALMON, Justice, wrote the opinion. HEFLIN, C.J., and BLOODWORTH, FAULKNER, JONES and SHORES, JJ., concur.

Opinion by: ALMON

Opinion

[**243] [*498] ALMON, Justice. *

Appellee, Town of Moody, filed its complaint in the Circuit Court of St. Clair County [***6] seeking injunctive relief against an ordinance enacted by the City Council of the nearby City of Leeds. The ordinance [*499] in question, Ordinance 395, purported to annex certain real property under the authority of *HNT* [§] Tit. 37, § 137(1)-(3), Code of Alabama 1940, Recompiled 1958, which provides in pertinent part:

"Whenever all of the owners of property located and contained within an area contiguous to the corporate limits of any incorporated municipality with a population of two thousand (2000) or more, located in the state of Alabama, and such property does not lie within the corporate limits or police jurisdiction of any other municipality, shall sign and file a written petition with the city clerk of such municipality requesting that such property or territory be annexed to the said municipality, and the governing body of such municipality adopts an ordinance assenting to the annexation of said property to such municipality, the corporate limits of said municipality shall be extended and rearranged so as to embrace and include such property and such property or territory shall become a part of the corporate area of such municipality upon the date of publication of said [***7] ordinance. . . ."

Contrary to the findings of the Leeds City Council made prior to the enactment of Ordinance 396, appellee's complaint charged that all of the land sought to be annexed by such ordinance did in fact lie within the police jurisdiction of the Town of Moody and, furthermore, that it was not contiguous to the corporate limits of Leeds. The requirements of Tit. 37, § 137(1) not having been met, the complaint prayed that Ordinance 395 be declared null and void. Additionally, the complaint asked that due to the alleged irreparable damage which would be suffered by the Town of Moody by the loss of territory over which it had therefore exercised its police jurisdiction, a preliminary injunction issue against the appellant from taking any further action to incorporate the disputed land and, after a hearing on the merits, appellant be permanently so enjoined.

In its answer, appellant admitted that a small triangular portion of the land sought to be annexed by Ordinance

* This case was originally assigned to a justice formerly on this court. It has been reassigned to the writer who has listened to the tape recordings of the oral argument.

395 did lie closer to the southernmost corporate limits of the Town of Moody than the northernmost limits of the City of Leeds. The answer also interposed a motion to dismiss all aspects of appellee's [***8] complaint which did not arise out of the question of whether or not Ordinance 395 illegally encroached upon the police jurisdiction of the Town of Moody. More specifically, since the Town of Moody had standing to protect the legal interests of only those persons who resided in the area alleged to be within its police jurisdiction, it conversely had no standing to raise the question of whether or not the portion of land annexed by Ordinance 395, but outside its police jurisdiction, was contiguous to the corporate limits of the City of Leeds.

According to the latest federal decennial census (1970), the City of Leeds has a [**244] population of 6,991; its corporate limits are situated in both Jefferson and St. Clair Counties. The 1970 population of the Town of Moody was 504; its corporate limits are situated entirely in St. Clair County. The two cities are roughly one and one-half miles apart. The testimony adduced before the trial court showed that the City of Leeds since 1950 continuously had had in force ordinances levying taxes in the form of business licenses within its police jurisdiction.

Sometime prior to April, 1973, the then representative of St. Clair County, [***9] Roy H. Coshatt, advertised in the local newspapers of St. Clair County proposed bills which if enacted would have removed the corporate limits of the City of Leeds from St. Clair County. Appellee, over objection, was allowed to introduce evidence that the Mayor of the City of Leeds, James H. Wright, and Representative Coshatt entered into discussions to see if some compromise could be reached which would be satisfactory to both municipalities and the residents living in the area between those municipalities. In essence, the resulting [*500] agreement reached by the parties was that Representative Coshatt would not introduce the proposed bills in exchange for a promise on the part of the City of Leeds that (1) it would relinquish its police jurisdiction over any territory in St. Clair County which lay outside its existing corporate limits, and (2) it would not accept in the future any petitions for annexation of land in St. Clair County. Representative Coshatt testified that it was also agreed that fire and police protection for those inhabitants of the area theretofore serviced by the City of Leeds would become the responsibility of St. Clair County.

In several regularly [***10] scheduled meetings of the

Leeds City Council, that body officially adopted the foregoing agreement and resolved to reduce same in two letters which would be sent "in good faith" to Representative Coshatt and the Chairman of the County Commission of St. Clair County, James H. McClendon. These letters, dated April 16, 1973, and July 2, 1973 were also introduced over the objection of appellant.

The Mayor of Moody, M. A. Lee, testified that pursuant to the agreement, the Town of Moody commenced rendering fire and police protection in the area, although other testimony indicated that the City of Leeds continued to assist and augment Moody's limited resources.¹ The testimony of witnesses for both parties relating to the respective quality of police and fire protection, both before and after the alleged relinquishment by the City of Leeds of its police jurisdiction, was in conflict and non-conclusory.

[***11] On January 21, 1974, Ordinance 395 was duly enacted by the City of Leeds; four days later the Town of Moody filed its action, and the circuit court thereafter granted a preliminary injunction pending a final hearing on the merits. From the foregoing testimony and other evidentiary material, the trial court found that (1) Ordinance 395 was in "flagrant violation" of the agreement entered into by Mayor Wright and Representative Coshatt, (2) the Town of Moody, although not a landowner of the area in question, did have an interest therein and accordingly standing to challenge Ordinance 395, (3) the land was not "contiguous" to the City of Leeds as a matter of law, and (4) the agreement was a valid contract or, in the alternative, even if it was legally questionable, valuable consideration (Representative Coshatt's executed promise not to introduce the proposed bills) had moved to the City of Leeds thereby rendering it equitably estopped from questioning the validity of the contractual agreement.

[**245] Based on these findings, the trial court issued a permanent injunction against the City of Leeds from exercising or attempting to exercise any governmental authority of any nature [***12] over any of the land described in Ordinance 395.

HN2[↑] There are three methods by which a

¹ At the time of trial the Town of Moody had a police force of two full-time personnel and six part-time personnel; its fire department consisted of fifteen volunteers. This same force serviced the nearby community of White Chapel and was partially funded by a LEPA grant.

municipality may annex territory in Alabama: (1) by an act of the legislature; (2) by an election in accordance with Tit. 37, § 135, Code, supra; and (3) by complying with Tit. 37, § 137, (1)-(3), Code, supra. This latter method was the one which the City of Leeds attempted to use in the instant case.

The northern corporate boundary of the City of Leeds and the southern corporate boundary of the Town of Moody lie less than one and one-half miles apart. Thus, the territory between the two municipalities would be within the police jurisdiction of both municipalities according to Tit. 37, § 9, Code, supra.

This court considered the meaning of the term, "police jurisdiction," in the recent cases of *State ex rel. City of Birmingham* [*501] v. *City of Tarrant City* and *State ex rel. City of Birmingham v. City of Fullondale*, which were combined for trial and appeal, 294 Ala. 304. 315 So.2d 583 (1975):

"It is apparent that the purpose of Title 37, Section 137(1) was to provide municipalities with a simpler and quicker method of annexing territory than the conventional methods [***13] which require election or legislative enactment. . . ." 315 So.2d at 587.

Applying a strict interpretation to the "clear and unambiguous" requirements of Tit. 37, § 137(1), that "such property [must] not lie within the corporate limits or police jurisdiction of any other municipality," the court concluded:

". . . that the legislature intended 'police jurisdiction' as used in the proviso to be defined by the objective standard of a three-mile (or mile and a half) limit given in Title 37, Section 9, and that the legislature intended to prohibit this method of annexation when the proposed lands to be annexed are located within the police jurisdiction of another city. . . ." 315 So.2d at 587.

In arguing that the area sought to be annexed by the City of Leeds was not within the "police jurisdiction" of the Town of Moody, appellant relies upon *City of Homewood v. Wofford Oil Co.*, 232 Ala. 634. 169 So. 288 (1936), and *Town of Graysville v. Johnson*, 33 Ala.App. 479. 34 So.2d 708 (1948), cert. denied, 250 Ala. 507. 35 So.2d 339 (1948). In both of these cases the term "police jurisdiction" was within the context of the power to tax, a problem totally unrelated to the annexation [***14] dispute *sub judice*. Likewise, Tit. 37, § 733, relied upon by appellant, which allows a municipality to tax business within its police jurisdiction,

applies only to taxation questions.

The trial court erred in permanently enjoining the City of Leeds and all other respondents from exercising or attempting to exercise any governmental authority of any nature over any of the land described in Ordinance 395. While it was appropriate to enjoin the City of Leeds and all the respondents from attempting to exercise any governmental authority through the use of Tit. 37, § 137(1)-(3), they should not be prevented from exercising any other statutory procedure for accomplishing the same result. It is only Tit. 37, § 137(1)-(3) which was used as a vehicle for annexation in the instant case, and it is only Tit. 37, § 137(1)-(3) which contains the phrase, "and such property does not lie within the corporate limits or police jurisdiction of any other municipality . . ."

The agreement between appellants and Roy H. Coshatt should not have been admitted into evidence. The agreement purported to bind the City of Leeds (1) to relinquish its "police jurisdiction" [**246] over any territory [***15] in St. Clair County which lay outside its existing corporate limits; and (2) to refrain from accepting any petitions in the future for annexation of land in St. Clair County. HN3 Municipalities are mere instrumentalities of the state possessing only such powers as may have been delegated to them by the legislature. *State ex rel. Britton v. Harris*, 259 Ala. 368. 371. 67 So.2d 26. 28 (1953). The powers which the City of Leeds was purporting to give up are legislative powers delegated to the municipality by the legislature. Neither the mayor nor the council had authority to relinquish these legislative powers. Since a municipality cannot by any provision or terms in a contract delegate or barter away a governmental power, the agreement which purported to do so in the present case was null and void. *Mayor v. Birmingham Water Works Co.*, 139 Ala. 531. 36 So. 614 (1904).

It was error for the trial court to decree that the City of Leeds and all of the other respondents were estopped from questioning the legality of their agreement with Representative Coshatt. The City of Leeds had no authority to enter into the agreement, and a municipality cannot be estopped by doing that which [***16] it had no authority [*502] or right to do. *Board of School Commissioners of Mobile County v. Hudgens*, 274 Ala. 647. 651. 151 So.2d 247. 252 (1963).

Appellee alleges that appellant City of Leeds discontinued exercising police and fire protection in the area in question and thereby waived and relinquished its

294 Ala. 496, *502; 319 So. 2d 242, **246; 1975 Ala. LEXIS 1232, ***16

police jurisdiction over the area. In support of this contention, appellee cites State ex rel. Martin v. City of Gadsden, 216 Ala. 243, 113 So. 6 (1927). In the *Martin* case this court was concerned with the corporate boundaries of two municipalities, a matter which the legislature has allowed the local citizenry to determine. Tit. 37, § 10, Code, supra. The present case on the other hand deals with "police jurisdiction," a matter separately determined by the legislature and delegated to the municipalities alone. Tit. 37, § 9, Code, supra. HN4 Since a municipality cannot barter away a governmental power specifically delegated to it by the legislature, Mayor v. Birmingham Water Works Co., supra, it follows that it also cannot waive or relinquish such power.

The land which was sought to be annexed by the City of Leeds was separated from its corporate limits [***17] by an interstate highway. Tit. 37, § 137(1), the statute which was utilized in the attempted annexation, provides only for annexation of "contiguous" land. Appellee correctly cites two Alabama cases in which the court defined "contiguous" as requiring a "touching." While a "touching" is normally a requirement of the word, "contiguous," such is not the case where the physical separation occurs merely because of the interposition of a public highway. Cabler v. Alexander, 111 Or. 257, 271, 224 P. 1076, 1080 (1924).

In White v. City of Decatur, 225 Ala. 646, 144 So. 873 (1932) this court in construing the meaning of the term, "adjoining," in Tit. 37, § 9, the statute on police jurisdiction, stated that:

" . . . the territory immediately north of the corporate limits of the City of Decatur . . . lies next to, connects with, and *is contiguous* to said north corporate line, and this is so, notwithstanding the river and the county line intervene between the corporate line and petitioner's place of business" 225 Ala. at 648, 144 So. at 874.

Thus, it would appear to be conclusive that HN5 a public highway is not the type of physical separation which would prevent [***18] two pieces of land from being "contiguous" within the meaning of the statute.

The judgment is affirmed insofar as it enjoins the City of Leeds and all the respondents from attempting to exercise any governmental authority through the use of [**247] Tit. 37, § 137(1)-(3), over any of the land described in Ordinance 395, which is within the police jurisdiction of the Town of Moody.

The judgment is otherwise reversed and the cause is remanded for entry of judgment in conformity with this opinion.

Affirmed in part, reversed in part, and remanded with directions.

HEFLIN, C.J., and BLOODWORTH, FAULKNER, JONES and SHORES, JJ., concur.

End of Document

7

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: February 23, 2023
Re: **Voting Delegate Authorization**

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.

JPJ/dt

Gregory D. Cochran, CAE
Executive Director



Mayor Lawrence "Tony" Haygood, Jr., Tuskegee
League President

*The voice of Alabama's
municipalities since 1935*

ENTERED

FEB 20 2023

Initial:

DATE: February 15, 2023
TO: Mayors
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 10-13, 2023, in Birmingham. The membership's Annual Business Meeting will be held at 3:00 p.m. on May 12, 2023, at the Birmingham Jefferson Convention Complex.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. An additional copy is being sent to each municipal clerk, but **only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 25, 2023, so that your municipality will be eligible to cast its vote at the Convention.

We look forward to you joining us in Birmingham,

A handwritten signature in blue ink, appearing to read "Greg Cochran", with a long horizontal line extending to the right.

Greg Cochran
Executive Director

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates and this form must be completed and returned to the Alabama League of Municipalities on or before **April 25, 2023**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Friday, May 12, 2023, at 3:00 p.m.**

The League Constitution REQUIRES that Voting Delegates and Alternates be Elected Municipal Officials and they must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 25, 2023!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 12, 2023.

Please print the requested information

1. Voting Delegate:

Name

Title

2. 1st Alternate Voting Delegate: Votes only in absence of Voting Delegate

Name

Title

3. 2nd Alternate Voting Delegate: Votes only in absence of Voting Delegate & 1st Alternate

Name

Title

Voted on by the City or Town Council on this the _____ day of _____, 2023

Form Completed by:

(Please Print) Name

Title

City/Town

Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org

8

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: February 23, 2023
Re: **FY 22/23 Municipal Budget/S&P Bond Rating**

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.

JPJ/dt