

CITY OF SELMA

WE ARE TOGETHER



KENTA FULFORD
CHIEF
POLICE DEPARTMENT

TERRI BARNES-SMITH
TREASURER
FINANCE DEPARTMENT

AMANDA SMITH
NETWORK
ADMINISTRATOR,
INFORMATION
TECHNOLOGY

MAYOR'S REPORT

COUNCIL MEETING

March 14, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: THURSDAY, MARCH 9, 2023

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report

Submitted on March 9, 2023
Council Meeting March 14, 2023
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. Vehicle Purchase for Police Department – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Purchase Requisition
 - D. Stivers Quote- 2023 Dodge Durango Pursuit
 - E. Memorandum from City Clerk
 - F. Copy of Check from AMIC (\$28,950.00)
 - G. Memorandum from City Clerk
 - H. Copy of Check from AMIC (\$12,232.00)
 - I. Memorandum from City Clerk
 - J. Copy of Check from AMIC (\$13,725.00)
2. 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
3. Selma General Obligation Build America Bond Series 2009 A Bond – Terri Barnes-Smith, Treasurer
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Selma Go 2009A BAB Final Balances as of 2/3/2023
 - D. Regions Bank Statement
 - E. Email from Maynard Cooper & Gale
 - F. Certificate of the City Clerk
 - G. Ordinance 105-09/10

SELMA-AL.GOV

4. An Ordinance to Transfer Unneeded Municipal Real Estate to Selma Water Works
 - A. Memorandum to Council
 - B. Ordinance 104-22/23

5. AVENU – Tobacco Contract Renewal
 - A. Memorandum to Council
 - B. Contract

6. AVENU – Business License Contract Renewal
 - A. Memorandum to Council
 - B. Contract

7. An Ordinance for the Landbank
 - A. Memorandum to Council
 - B. Ordinance 106-22/23

8. Spectrum Franchise Agreement
 - A. Memorandum to Council
 - B. Resolution (R125-22/23)
 - C. Franchise Agreement

9. Citywide Camera System
 - A. Memorandum to Council
 - B. Master Agreement for LPR Installation
 - C. Master Agreement for Surveillance Installation

10. Looking for Cash – Response to Council

11. FY 22/23 Municipal Budget

12. Personnel Manual Update

Announcements:
NACA – Bruce Marks, CEO

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: March 9, 2023
Re: **Vehicle Purchase 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




CITY OF SELMA, ALABAMA
POLICE DEPARTMENT

PHONE (334) 874-2120

E-MAIL kfulford@selma-al.gov

Kenta K. Fulford
Chief of Police

To: City Council

From: Kenta K. Fulford (Chief of Police) 

Ref: Dodge Durango

Date: 9 March 23

Attached you will find a quote for a 2023 Dodge Durango and copy of insurance reimbursement for vehicles that was totaled. I am asking for a favorable vote to purchase this vehicle for the Chief of Police because the vehicle that was previously used by him was assigned to the Assistant Chief.

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. _____

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.

R O U T E	Stivers Prattville CDJR 2209 Cobbs Ford RD Prattville, AL 36066 (706) 315-7796 Cell (334) 491-0701 Work
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RECEIVED
 MAR X 9 2022

BY:

S H I P T O	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
3/9/2023	Net	SELMA, ALABAMA	

DATE DELIVERY REQUIRED	FOR	DEPARTMENT
ASAP	Vehicle Purchase	Selma Police Department

QUANTITY	Item #	DESCRIPTION	UNIT PRICE	PRICE
1		Quote 2023 Dodge Durango Pursuit AWD 5.7l v8 Hemi MDS VVT Engine 8-Speed Auto 845RE Trans 3.45 Rear Axle		\$39,627.36
				Total
				\$46,493.36

****Note** See attached documents for further details**

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. <u>23 - 0658</u>

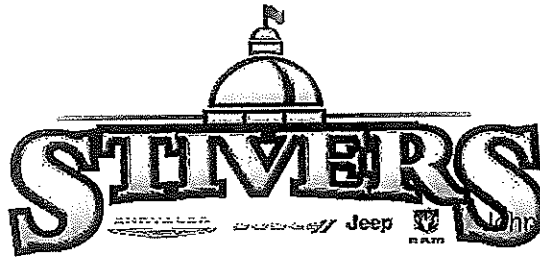
PAYMENT
 I certify that the goods or services listed above have been received.

 DEPARTMENT HEAD

 Department Head Date

Fund: 1 Budgeted: <u>94,000.00</u> 54,907.00	Dept: 6100 Unencumbered: <u>54,950.70</u> (Before This Order)	Acct. No.: <u>51055 4600</u>
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Amount of Payment: _____
 Approval: 9 Mar 23



Butch Adkins, Fleet Director
 W 334.391.0701
 C 706.315.7796
 butchadkins57@aol.com

2209 COBBS FORD RD
 PRATTVILLE, AL 36022

"JC" Bowman, Fleet Assist Manager
 W 334.491.0701
 C 334.315.2979
 jbowman@stiversonline.com

2023 Dodge Durango Pursuit (QUOTE)

CONTRACT NUMBER: 220000003243-4 3.6 AWD LINE NUMBER 4
CONTRACT NUMBER: 220000003243-5 5.7 AWD LINE NUMBER 5

CONTRACT AMOUNT: \$37,195.28
CONTRACT AMOUNT: \$39,627.36

MODEL SERIES WDEE75

PAS	Baltic Grey Metallic Clear Coat	\$356	P79	Michigan State Police Bl	\$505
PBU	Blu by You Pearl Coat	\$505	PCQ	Midnight Sky	\$356
PXJ	DB Black Clear Coat	\$0 X	PRV	Octane Red Pearl Coat	\$356
PDN	Destroyer Grey Clear Coat	\$356	P82	Ranger Clear Coat	\$505
PHC	Ember Pearl Coat	\$356	PSE	Silver Metallic Clear Coat	\$356
PR4	Flame Red Clear Coat	\$505	PW7	White Knuckle Clear Coa	\$0
PCA	Frostbite Pearl Coat	\$356			

Interior/ Seats

A7/ -X9	Cloth Bucket Seats W/Rear Vinyl/Blk	\$	135	X
*C5/ -X9	Cloth Bucket Seats w/ Shift Insert/Blk	\$	0	

Engine/ Transmisson

ERB	3.6L V624V VVT Engine Upg I w/ESS			
DFT	8-Speed Auto 850RE Trans			
ERB	5.7L V8 HEMI MDS VVT Engine			X
DFT	8-Speed Auto 8HP70 Trans			

ADDITIONAL OPTIONS

ADG	Technology Group	\$	2,680	
ADL	Skid Plate Group	\$	330	
WP1	18X8.0 Painted Aluminum Wheels	\$	390	X
CKD	Floor Carpet	\$	140	
CUF	Full Length Floor Console	\$	330	X
CUG	Police Floor Console	\$	950	
CW6	Deactivate Rear Doors/Windows	\$	85	X
CW7	Door/Window Activation Kit	\$	115	
GXA	Entire Fleet Alike Key (FREQ 2)	\$	160	
GXE	Entire Fleet Alike Key (FREQ 3)	\$	160	

GXF	Entire Fleet Alike Key (FREQ 1)	\$	160	
GXG	Entire Fleet Alike Key (FREQ 4)	\$	160	
JRC	Power Liftgate	\$	440	
LNA	Black Right LED Spot Lamp	\$	580	
LNF	Black Left LED Spot Lamp	\$	610	
LSA	Security Alarm	\$	170	X
MT8	Delete Liftgate Badge	\$	0	
UBN	Uconnect 5 Nav w 10.1" Display (US	\$	1,095	
XCS	4 Additional Key Fobs	\$	115	
XDG	Passenger Side Ballistic Door Panel	\$	2,600	
XDV	Driver Side Ballistic Door Panel	\$	2,720	
XPW	Front & Rear Wire Harness	\$	1,600	

POLICE LIGHTING PACKAGES- *Includes Console, Siren, Lightbar, & Controller*

LB1	<u>STIVERS PREMIUM LIGHT BAR PACKAGE:</u>	\$4,845	<input type="checkbox"/>
	<p>(1) Blue/White Valor 51' V-shaped LED Light Bar w/ Left, Right or Full Flood Scene Amber Directional SignalMaster Capability, Integrated Vortex Generators for reduced NVH Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable (1) DynaMax ES, 100-Watt Siren w/ no drill mount Gamber Johnson Console with Cupholder and Armrest Faceplates for Fed Sig PF200 Controller Knockout Face Plate - 3 Switches. 3 Cigarette Recepticles</p>		
ST1	<u>STIVERS INTERNAL (SLICK TOP) LIGHT BAR PACKAGE</u>	\$4,119	<input type="checkbox"/>
	<p>(2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood 8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount Gamber Johnson Console with Cupholder and Armrest Faceplates for Fed Sig PF200 Controller Knockout Face Plate - 3 Switches. 3 Cigarette Recepticles</p>		
LB2	<u>STIVERS VALUE LIGHT BAR PACKAGE:</u>	\$3,855	<input type="checkbox"/>
	<p>(1) Blue/White 53" Alegiant Linear Low Profile LED Light Bar w/ White Takedown and Alley, Amber SignalMaster Directional Capability Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount Gamber Johnson Console with Cupholder and Armrest Faceplates for Fed Sig PF200 Controller Knockout Face Plate - 3 Switches. 3 Cigarette Recepticles</p>		
ST1	<u>STIVERS INTERNAL (SLICK TOP) LIGHT BAR STREET DRESS PACKAGE</u>	\$ 3,606	<input checked="" type="checkbox"/>
	<u>REQUIRES FULL LENGTH CONSOLE</u>		

(2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood
 8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster
 Handheld Pathfinder Siren / LightBar Controller
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount

SL1	<u>Stivers Base Lighting Package: (10) total elements installed</u> Four White LED Strobes (1) in Corner of each Headlamp and Tail Lamp Assembly, Four Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag Rear Quarter Window Panel: (1) Blue 3-head LED Strobe on LH/RH sides, Corner LEDs (w/ in-line flasher) 2 front and 2 rear bumper	\$1,455	<input checked="" type="checkbox"/>
LED	4 Corner LED waring Strobes (White, Red, Blue, or Amber) <i>Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)</i>	\$695	<input checked="" type="checkbox"/>

CONSOLE & WIRING

PF2	Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capa	\$945	<input type="checkbox"/>
FS6	PF200 Series Handheld Controller, 100/200W, OBD2 capable	\$985	<input type="checkbox"/>
FLS	Free Standing Rigid Computer Mount, Passenger Seat frame with Universal Cradle	\$690	<input type="checkbox"/>
GUN	Dual AR-15/870 Gun Rack with Hot Switch Release- <i>Floor or Partition Mount</i>	\$675	<input type="checkbox"/>

PRISONER CONTAINMENT & K9

PK1	Partition w/ Kick Plate - between Front & Rear Seat	\$1,259	<input type="checkbox"/>
PK2	Rear Cargo Cage - Mesh	\$959	<input type="checkbox"/>
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts	\$1,485	<input type="checkbox"/>
RDA	Rear Window Barriers - 2nd row only	\$425	<input type="checkbox"/>
K9A	K9 Containment System - Full 2nd Row Occupancy	\$3,900	<input type="checkbox"/>
K9U	Ultimate K9 package 2/3rds Kennel with 1/3rd prisoner compartment Includes: Rear storage Drawers, K9 Bailout, Cooling Fan, Officer Pager, and Monitor System	\$6,200	<input type="checkbox"/>

PUSH BUMPER & PIT BARS

PB1	Push Bumper -W (2) 6-Head Single Color Side maker Strobes	\$875	<input type="checkbox"/>
PB2	Push Bumper & Pit Bars -W (2) 6-Head Single Color Side maker Strobes	\$1,350	<input type="checkbox"/>
PB3	Push Bumper, Pit Bars, and Headlamp Loops -W (2) 6-Head Single Color Front Strobe	\$1,800	<input type="checkbox"/>
FLD	30" High Intensity LED Lightbar - <i>bumper or brush guard mounted</i>	\$675	<input type="checkbox"/>
ESC	Siren Speaker - 100 watt (<i>mounted inside Grille w/ bracket</i>)	\$395	<input type="checkbox"/>
RMB	Rumbler Dual Speaker Deep Tone Siren and Amplifier	\$975	<input type="checkbox"/>

RADAR & RADIO

S2R	Stalker 2 Dual Radar- with wireless remote	\$2,450	<input type="checkbox"/>
PT3	MPH Python III Dual Radar with cabled remote	\$1,915	<input type="checkbox"/>

** Upfit price subject to change

TOTAL PRICE -EACH

\$46,493.36

TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE/ DATE:

BUTCH ADKINS 02/27/2023

ORGANIZATION

PURCHASE ORDER NUMBER:

Quantity:

1

Memo

To: Chief Kenta Fulford

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

Date: November 2, 2022

Re: Settlement Check from the Insurance Company; 2020 Dodge Charger.

Please find attached a copy of the check from A.M.I.C., for settlement in the Claim, on April 11, 2022, as it relates to a 2020 Dodge Charger, in the amount of \$28,950.00. This check has been forwarded to the Finance Department, for processing.

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

1 - ⁶⁶⁰⁰~~4000~~ 4600

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Collision Damage				\$0.00	\$28,950.00

Claim Number: 057776 Payee: City of Selma
 Check Number: 80454 Total Check Amt: \$28,950.00 Event Date: 4/11/2022 Department: SELM City of Selma
 Adjuster Name: Allen Henry Adjuster Phone #: (334) 386-4270 Control Number: 0159430
 Check Memo: 2020 Dodge Charger VIN: 4027

Payee Tax ID:

RECEIVED
 OCT 17 2022
 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.

Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

ServisFirst Bank
 61-650
 620

Twenty-Eight Thousand Nine Hundred Fifty and 00/100 Dollars *****

City of Selma
 P.O. Box 450
 Selma, AL 36702-0450

2020 Dodge Charger VIN: 4027


DATE	CHECK NO.
10/13/2022	80454
AMOUNT	
\$	**28,950.00**

Allen Henry
 Authorized Signature

[Signature]
 Authorized Signature

Memo

To: Chief Kenta Fulford

From: Ivy S. Harrison, City Clerk 

Date: November 2, 2022

Re: Settlement Check from the Insurance Company; 2008 Chevrolet Tahoe.

Please find attached a copy of the check from A.M.I.C., for settlement in the Claim, on October 18, 2022, as it relates to a 2008 Chevrolet Tahoe, in the amount of \$12,232.00. This check has been forwarded to the Finance Department, for processing.

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

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Collision Damage				\$0.00	\$12,232.00

Claim Number: 057460 Claimant: City of Selma Payee: City of Selma
 Check Number: 80583 Total Check Amt: \$12,232.00 Event Date: 10/18/2021 Department: SELM City of Selma
 Adjuster Name: Mazie Gresham Adjuster Phone #: (334) 386-4249 Control Number: 0159561
 Payee Tax ID:

RECEIVED
 OCT 24 2022
 BY _____
 City Clerk

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

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

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

Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

SevensFirst Bank

61-650
 620

DATE	CHECK NO.
10/20/2022	80583
AMOUNT	
\$	**12,232.00**

Twelve Thousand Two Hundred Thirty-Two and 00/100 Dollars *****

City of Selma
 P. O. Box 450
 Selma, AL 36702

Mazie Gresham
 Authorized Signature

 Authorized Signature

Memo

To: Chief Kenta Fulford

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

Date: November 2, 2022

Re: Settlement Check from the Insurance Company; 2017 Ford Explorer.

Please find attached a copy of the check from A.M.I.C., for settlement in the Claim, on April 11, 2022, as it relates to a 2017 Ford Explorer, in the amount of \$13,725.00. 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	\$13,725.00

Claim Number: 057776 Payee: City of Selma
 Check Number: 80320 Total Check Amt: \$13,725.00 Event Date: 4/11/2022 Department: SELM City of Selma
 Adjuster Name: Allen Henry Adjuster Phone #: (334) 386-4270 Control Number: 0159278
 Payee Tax ID:

RECEIVED
 OCT 13 2022
 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 TO BE DATE & CHECK TO VIEW

Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

ServisFirst Bank

61-650
620

Aluminum Street Product from NonIDocs (888) 688-9627 www.checksandidocs.com

DATE	CHECK NO
10/11/2022	80320
AMOUNT	
\$ **13,725.00**	

Thirteen Thousand Seven Hundred Twenty-Five and 00/100 Dollars*****

City of Selma
 P.O. Box 450
 Selma, AL 36702-0450

[Signature]
 Authorized Signature
[Signature]
 Authorized Signature

Details on back. Security features included.

⑈080320⑈ ⑆062006505⑆ 1110100136⑈

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: March 9, 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

selma-al.gov



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.

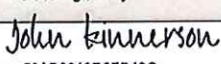
3. Vendor End User Terms:
 - (a) Customer enters into and agrees to comply with additional terms imposed by each of Ricoh's vendors listed in the Product Details sections of this SOW, copies of which are available at <https://www.ricoh-usa.com/VendorFlowDownTerms>; that govern Customer's access to and 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.
DocuSigned by:  53AB8018D0FB49C...	Authorized Signature:
Authorized Signature:	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



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: March 9, 2023

Re: **Selma General Obligation Build America Bond Series 2009A Bond**

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
FINANCE DEPARTMENT

Terri Barnes-Smith
Treasurer

PHONE (334) 874-2335
E-MAIL citytreasurer@selma-al.gov

To: Mayor James Perkins, Jr.
From: Terri Barnes-Smith, Treasurer *TBS*
Date: February 22, 2023
Re: Selma General Obligation Build America Bond Series 2009 A Bond

I will like to inform you the 2009 A bond was paid off on January 25, 2023 (due on February 1, 2023).

The bond monies received were restricted for certain purposes and as of January 25, 2023 all of monies had not been expended leaving unspent monies in the amount of \$82,465.29. (See attachment) A BAB payment from the U.S. Treasury is applied to each debt service payment, reducing the amount due. At the time of the wire transfer, Regions Banks had not received the notification of the BAB payment which created a refund of \$8,940.22 to the City. The City now has \$91,415.51 on hand from the 2009 A bond proceeds.

A call was made to the bond attorney, Joseph (Jodie) Smith of Maynard Cooper, to ask how this money can be spent. On Wednesday, February 22, 2023, he sent an email directing me to the Bond Ordinance (See Attachment). In the ordinance in Section 8.8, it states the Council can amend or change the allocation of the proceeds from the bond. It is my recommendation the \$91,415.51 be applied to the repair of the roof for the Public Works Building and the difference of \$113,084.49 come from the American Rescue Funds from fiscal year 2022. The total bid to repair the Public Works roof is \$204,500.00. The remaining bond proceeds and the unspent funds from American Rescue Fund would cover the cost of the roof repair.

tdb

Selma Go 2009A BAB Final Balances as of 2/3/2023		
Account #	Balance	Account Title
1041007266	126.98	Debt Service Fund
1041007275	0.00	Revenue Fund
1041007319	123.62	Project Fund - Recreational Facilities
1041007337	0.06	Project Fund - Public Works Facilities
1041007355	9,860.75	Project Fund - Parks Facilities
1041007364	20,843.12	Project Fund - Information Technology Equipment
1041007373	36,573.79	Project Fund - Busess Application Software
1041007408	14,901.27	Project Fund - Neighborhood Equipment and Improvement
1041007417	35.70	Project Fund - Landfill Facilities Improvements
TOTAL	\$82,465.29	



Corporate Trust
 1900 5th Avenue N., 26th Floor
 Birmingham, AL 35203

January 24, 2023

City of Selma
 Attn: Terri Barnes-Smith
 P O Box 450
 Selma, AL 36702

BI 3313
 1041007266

RE: Selma General Obligation Build America Bonds Series 2009 A Bonds

For 2/1/2023 Debt Service

INTEREST DUE ON BONDS:	\$27,087.50
PRINCIPAL DUE ON BONDS:	\$985,000.00
TOTAL DEBT SERVICE DUE:	<u>\$1,012,087.50</u>
LESS CONSTRUCTION FUND	\$126,570.34
LESS REVENUE FUND	\$0.55
LESS DSF CREDIT:	<u>\$6.10</u>
TOTAL DUE:	\$885,510.51

PAYMENT DUE BY:
 February 1, 2023

If you have further questions, please contact Libby Carpenter at (205) 264-4939.
 Please return a copy of this invoice with your remittance.

Please note new wiring instructions below:

Wells Fargo Bank
 ABA No.: 121000248
 Account No.: 2020050839788
 Account Name: SEI Private Tr Co ACF Regions Bk
 FFC: CID1041007266
 Attn: Libby Carpenter

[nexsen-announcement](#)>

Maynard Cooper & Gale and Nexsen Pruet have agreed to merge on April 1, 2023.

[cid:image002.png@01D946C3.36A72130] [cid:image003.png@01D946C3.36A72130]
<<https://www.maynardcooper.com/mansfield-and-maynard-a-collaborative-effort-designed-to-build-a-sustainable-and-inclusive-work-culture>>

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Thank you.

--

Terri Barnes-Smith
Treasurer
City of Selma
P.O. Box 450
222 Broad Street
Selma, AL 36701
334-874-2105
citytreasurer@selma-al.gov

From : Joseph (Jodie) E. Smith
<jodie.smith@maynardcooper.com>

Wed, Feb 22, 2023 01:40 PM

 4 attachments

Subject : City of Selma - 2009A Bonds

To : citytreasurer@selma-al.gov

Terri,

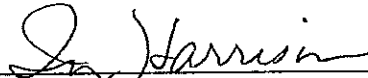
I am circling back on our discussion from last week regarding the \$82,000 of unspent proceeds from the City of Selma's Series 2009A Bonds. Attached is a certified copy of the Bond Ordinance related to the Series 2009A Bonds. Check out Section 3.1, Section 7.4, and Section 8.8 of the Bond Ordinance. The way I read these sections together is that, if the Selma City Council adopts an amendment to the Bond Ordinance, the \$82,000 originally intended for a different project can be re-directed to the roof repair project you mentioned. I hope this helps. Call me if you need to.

Thanks.

Joseph (Jodie) E. Smith
Shareholder | Public Finance

CERTIFICATE OF THE CITY CLERK

I, the undersigned City Clerk of the City of Selma, Alabama, do hereby certify that attached hereto is a true and correct copy of Ordinance No. 0105-09/10, which was duly adopted by the City Council of the City of Selma on December 15, 2009, after its second reading. Said Ordinance has not been amended or repealed and remains in effect as of the 30th day of December, 2009.


Ivy Harrison, City Clerk

ORDINANCE NO. 0105-09/10

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION BUILD AMERICA BONDS
(FEDERAL TAXABLE – DIRECT PAYMENT), SERIES 2009-A**

Adopted by

the

CITY COUNCIL OF CITY OF SELMA, ALABAMA

on

December 15, 2009

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**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION BUILD AMERICA
(FEDERAL TAXABLE – DIRECT PAYMENT) BONDS, SERIES 2009-A**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SELMA, ALABAMA, as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Authorized City Representative” shall mean the Mayor or the Clerk of the City or any other officer or agent of the City authorized by the City’s governing body to act as “Authorized City Representative”.

“Bond Payment Date” shall mean each date (including any date fixed for redemption of Series 2009-A Bonds) on which Debt Service is payable on the Series 2009-A Bonds.

“Bond Register” shall mean the register or registers for the registration and transfer of Series 2009-A Bonds maintained pursuant to Section 3.6.

“Business Day” shall mean shall mean any day other than a Saturday, a Sunday or a day on which the Paying Agent is required or authorized to be closed under general law or regulation applicable in the in the place of the Principal Office of the Paying Agent.

“City” shall mean the City of Selma, Alabama, a municipal corporation organized under the laws of the State of Alabama.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement executed and delivered by the City in connection with the issuance of the Series 2009-A Bonds.

“Costs of Issuance Fund” shall mean the fund established pursuant to Section 7.3.

“Debt Service” shall mean the principal, premium (if any) and interest payable on the Series 2009-A Bonds.

“Debt Service Fund” shall mean the fund established pursuant to Section 6.2

“Defaulted Interest” shall have the meaning stated in Section 3.8.

“Definitive Terms Certificate” shall have the meaning stated in Section 3.2(h).

“Enabling Law” shall mean Section 11-81-4 of the Code of Alabama 1975.

“Favorable Tax Opinion” shall mean an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Series 2009-A Bonds made or to be made in

connection with such action, will not cause interest on the Series 2009-A Bonds to become includible in gross income of the Holders for purposes of federal income taxation.

"Federal Securities" shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

"Filing Agent Agreement" shall mean the Filing Agent Agreement dated December 1, 2009 between Regions Bank and the City

"Financing Documents" shall mean this ordinance, the Purchase Agreement, the Filing Agent Agreement and the Series 2009-A Bonds.

"Financing Participants" shall mean the City and the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the City, as established from time to time by applicable law.

"Holder", when used with respect to any Series 2009-A Bonds, shall mean the person in whose name such Series 2009-A Bonds is registered in the Bond Register.

"Improvements" shall have the meaning specified in Section 3.01.

"Insurer" shall mean a nationally recognized bond insurer selected in accordance with Section 3.2(h).

"Interest Payment Date", when used with respect to any installment of interest on a Series 2009-A Bonds, shall mean the date specified in such Series 2009-A Bonds as the fixed date on which such installment of interest is due and payable.

"Internal Revenue Code" shall mean whichever of the following shall be applicable in the context: the Internal Revenue Code of 1954, as amended; the Internal Revenue Code of 1986, as amended; and the transition rules of related legislation.

"Opinion of Counsel" shall mean an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this ordinance, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants.

"Outstanding", when used with respect to Series 2009-A Bonds, shall mean, as of the date of determination, all Series 2009-A Bonds authenticated and delivered under this ordinance, except:

- (1) Series 2009-A Bonds cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,
- (2) Series 2009-A Bonds for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Series 2009-A Bonds, provided that, if such Series 2009-A Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this ordinance or provision therefor satisfactory to the Paying Agent has been made; and
- (3) Series 2009-A Bonds in exchange for or in lieu of which other Series 2009-A Bonds have been authenticated and delivered under this ordinance.

"Paying Agent" shall mean the agent of the City appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Series 2009-A Bonds.

"Policy" shall mean the financial guaranty insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Series 2009-A Bonds as provided therein.

"Post-Default Rate" shall mean the interest rates borne by the Series 2009-A Bonds. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months of 30 days each.

"Prevailing Rate" shall mean the average per annum rate of interest, as determined by a certificate of an Investment Consultant made and dated not more than seven days prior to the date of calculation, borne by high-grade seven-day tax-exempt variable rate demand notes.

"Principal Office of the Paying Agent" shall mean the office where the Paying Agent maintains its principal corporate trust office in the State of Alabama.

"Principal Payment Date", when used with respect to any Series 2009-A Bonds, shall mean the date specified in such Series 2009-A Bonds as the fixed date on which the principal of such Series 2009-A Bonds is due and payable.

"Purchase Agreement" shall mean the Bond Purchase Agreement between the City and the Underwriter in respect of the sale of the Series 2009-A Bonds.

"Qualified Investments" shall mean:

- (1) Federal Securities,
- (2) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities, and
- (3) a certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof, provided that (i) such bank has capital, surplus and undivided profits of not less than \$25,000,000, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit (less the amount of such deposit insured by the Federal Deposit Insurance Corporation).

"Regular Record Date" for the interest payable on any Interest Payment Date on the Series 2009-A Bonds shall mean the date specified in Section 3.8.

"Revenue Fund" shall mean the fund by that name established pursuant to Section 6.1.

"Series 2009-A Bonds" shall mean the General Obligation Capital Improvement Bonds, Series 2009-A, authenticated and delivered pursuant to this ordinance.

"Special Record Date" for the payment of any Defaulted Interest on Series 2009-A Bonds shall mean the date fixed by the Paying Agent pursuant to Section 3.8.

"Taxable" shall mean that, for purposes of federal income taxation, interest on the Series 2009-A Bonds is includible in the gross income of any Holder thereof for any reason. Interest on the Series 2009-A Bonds shall not be deemed "Taxable" because interest is includible in any calculation of income for

purposes of an alternative minimum tax, a foreign branch profits tax or any other type of taxation other than the regular tax imposed on gross income.

"Tax Certificate and Agreement" shall mean the Tax Certificate and Agreement to be executed and delivered by the City in conjunction with the delivery of the Series 2009-A Bonds.

"Treasury Rate" means, with respect to any redemption date for a Series 2009-A Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H15(519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the maturity date of the Series 2009-A Bond to be redeemed; provided, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Underwriter" shall mean the original purchaser of the Series 2009-A Bonds from the City identified in Section 7.1.

SECTION 1.2 General Rules of Construction

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.
- (b) All accounting terms not otherwise defined herein have the meaning assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of application thereof.
- (c) All references in this ordinance to designated "Articles", "Sections" and other subdivisions are to the designated articles, sections and subdivisions of this ordinance as originally executed.
- (d) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this ordinance as a whole and not to any particular article, section or other subdivision.
- (e) The term "person" shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.
- (f) The term "including" means "including without limitation" and "including, but not limited to".

ARTICLE 2

Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The governing body of the City makes the following findings, representations and warranties as the basis for the undertakings on its part herein contained:

(a) At a special bond election held in the City on October 27, 2009, the City was duly authorized to issue up to, but not exceeding, \$12,000,000 principal amount of its general obligation bonds for the purpose of acquiring and constructing firefighting facilities and related equipment and vehicles; computer hardware, software and related equipment to enhance public safety, public works and upgraded financial management resources in the City; an amphitheater in Riverfront Park; improvements to police stations and other public safety facilities and related equipment, vehicles and improved technology; improvements to various public buildings including, without limitation, City Hall, Convention Center, Performing Arts Center, animal shelters and public museums and related equipment; sanitary sewer facilities including, without limitation, Memorial Stadium, Bloch and the City Marina and related equipment; library facilities; improvements which enhance neighborhood revitalization; improvements to the City's landfill facilities; equipment necessary to provide essential government services including, without limitation, trucks and mowers and other equipment for use by the Selma Cemetery Department; and paying costs of issuance of the Bonds; which bonds, if authorized at said election, shall bear interest at a rate or rates not exceeding 6% per annum, payable semiannually, until their maturity and which shall mature and be payable in installments in the following respective amounts on February 1 in the following respective years: \$950,000 in 2010; \$830,000 in 2011; \$845,000 in 2012; \$880,000 in 2013; \$910,000 in 2014; \$720,000 in 2015; \$755,000 in 2016; \$775,000 in 2017; \$805,000 in 2018; \$840,000 in 2019; \$870,000 in 2020; \$905,000 in 2021; \$930,000 in 2022; and \$985,000 in 2023;

(b) It is now desirable and in the best interest of this City and its inhabitants that there now be issued by the City \$12,000,000 aggregate principal amount of the Series 2009-A Bonds for the capital improvements described in Section 3.1.

(c) Immediately after the issuance of the Bonds, the total indebtedness of the City chargeable against the debt limitation for the City described by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the corporate limits of the City for the last fiscal year (ended on the next preceding September 30).

ARTICLE 3

The Series 2009-A Bonds

SECTION 3.1 Authorization of Series 2009-A Bonds

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law and the special municipal bond election held in the City on October 27, 2009, and for the purposes hereinafter set out, there is hereby authorized to be issued \$12,000,000 principal amount of "General Obligation Capital Improvement Bonds, Series 2009-A" (herein called the "Series 2009-A Bonds"). The Series 2009-A Bonds shall be issued for the following capital improvements (the "Improvements") maturing in the amounts and years specified below:

(1) \$2,065,000 principal amount for the purpose of acquiring and constructing improvements to police stations and other public safety facilities and acquiring equipment, vehicles and improved technology for use by the Selma Police Department (hereinafter "Public Safety Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$160,000 in 2010; \$145,000 in 2011; \$145,000 in 2012; \$150,000 in 2013; \$155,000 in 2014; \$125,000 in 2015; \$130,000 in 2016; \$135,000 in 2017; \$140,000 in 2018; \$145,000 in 2019; \$150,000 in 2020; \$155,000 in 2021; \$160,000 in 2022; \$170,000 in 2023;

(2) \$1,510,000 principal amount for the purpose of acquiring and constructing improvements to various recreation facilities in the City including, without limitation, Memorial Stadium, Bloch Park and the City Marina and acquiring equipment relating thereto (hereinafter "Recreation Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$120,000 in 2010; \$105,000 in 2011; \$105,000 in 2012; \$110,000 in 2013; \$115,000 in 2014; \$90,000 in 2015; \$95,000 in 2016; \$95,000 in 2017; \$100,000 in 2018; \$105,000 in 2019; \$110,000 in 2020; \$115,000 in 2021; \$120,000 in 2022; \$125,000 in 2023;

(3) \$970,000 principal amount for the purpose of acquiring and constructing firefighting facilities and acquiring equipment and vehicles for use by the Selma Fire Department (hereinafter "Firefighting Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$75,000 in 2010; \$65,000 in 2011; \$70,000 in 2012; \$70,000 in 2013; \$75,000 in 2014; \$60,000 in 2015; \$60,000 in 2016; \$65,000 in 2017; \$65,000 in 2018; \$65,000 in 2019; \$70,000 in 2020; \$75,000 in 2021; \$75,000 in 2022; \$80,000 in 2023;

(4) \$2,770,000 principal amount for the purpose of acquiring and constructing improvements to sanitary sewer facilities, streets and roads, and garbage collection facilities and acquiring equipment relating thereto (hereinafter "Public Works Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$220,000 in 2010; \$190,000 in 2011; \$195,000 in 2012; \$205,000 in 2013; \$210,000 in 2014; \$165,000 in 2015; \$175,000 in 2016; \$180,000 in 2017; \$185,000 in 2018; \$195,000 in 2019; \$200,000 in 2020; \$210,000 in 2021; \$215,000 in 2022; \$225,000 in 2023;

(5) \$610,000 principal amount for the purpose of acquiring and constructing improvements to various public buildings including, without limitation, City Hall, Convention Center, Performing Arts Center, animal shelters and public museums, and acquiring equipment relating thereto (hereinafter "Public Building Improvement") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$50,000 in 2010; \$40,000 in 2011; \$45,000 in 2012; \$45,000 in 2013; \$45,000 in 2014; \$35,000 in 2015; \$40,000 in 2016; \$40,000 in 2017; \$40,000 in 2018; \$45,000 in 2019; \$45,000 in 2020; \$45,000 in 2021; \$45,000 in 2022; \$50,000 in 2023;

(6) \$660,000 principal amount for the purpose of acquiring, constructing and equipping an amphitheater in Riverfront Park (hereinafter "Park Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$50,000 in 2010; \$45,000 in 2011; \$45,000 in 2012; \$50,000 in 2013; \$50,000 in 2014; \$40,000 in 2015; \$40,000 in 2016; \$45,000 in 2017; \$45,000 in 2018; \$45,000 in 2019; \$50,000 in 2020; \$50,000 in 2021; \$50,000 in 2022; \$55,000 in 2023;

(7) \$1,570,000 principal amount for the purpose of acquiring and installing computer hardware, software and related equipment to enhance public safety, public works and financial management resources in the City (hereinafter "Information Technology Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$125,000 in 2010; \$110,000 in 2011; \$110,000 in 2012; \$115,000 in 2013; \$120,000 in 2014; \$95,000 in 2015; \$100,000 in 2016; \$100,000 in 2017; \$105,000 in 2018; \$110,000 in 2019; \$115,000 in 2020; \$120,000 in 2021; \$120,000 in 2022; \$125,000 in 2023;

(8) \$495,000 principal amount for the purpose of replacing existing outdated software with comparable upgraded financial-based software utilized for the day-to-day operation of all City departments (hereinafter "Business Application Upgrades") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$40,000 in 2010; \$35,000 in 2011; \$35,000 in 2012; \$35,000 in 2013; \$40,000 in 2014; \$30,000 in 2015; \$30,000 in 2016; \$30,000 in 2017; \$35,000 in 2018; \$35,000 in 2019; \$35,000 in 2020; \$35,000 in 2021; \$40,000 in 2022; \$40,000 in 2023;

(9) \$285,000 principal amount for the purpose of acquiring and constructing improvements to libraries, and acquiring equipment relating thereto (hereinafter "Library Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$25,000 in 2010; \$20,000 in 2011; \$20,000 in 2012; \$20,000 in 2013; \$20,000 in 2014; \$15,000 in 2015; \$20,000 in 2016; \$20,000 in 2017; \$20,000 in 2018; \$20,000 in 2019; \$20,000 in 2020; \$20,000 in 2021; \$20,000 in 2022; \$25,000 in 2023;

(10) \$555,000 principal amount for the purpose of acquiring equipment necessary to provide essential government services including, without limitation, public trucks and mowers and other heavy equipment for use by the Selma Cemetery Department (hereinafter "Government Equipment") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$45,000 in 2010; \$40,000 in 2011; \$40,000 in 2012; \$40,000 in 2013; \$40,000 in 2014; \$35,000 in 2015; \$35,000 in 2016; \$35,000 in 2017; \$35,000 in 2018; \$40,000 in 2019; \$40,000 in 2020; \$40,000 in 2021; \$45,000 in 2022; \$45,000 in 2023;

(11) \$410,000 principal amount for the purpose of acquiring and constructing improvements which enhance neighborhood revitalization including, without limitation, demolition of structures and street repairs (hereinafter "Neighborhood Revitalization Improvements") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$30,000 in 2010; \$30,000 in 2011; \$30,000 in 2012; \$30,000 in 2013; \$30,000 in 2014; \$25,000 in 2015; \$25,000 in 2016; \$25,000 in 2017; \$30,000 in 2018; \$30,000 in 2019; \$30,000 in 2020; \$30,000 in 2021; \$30,000 in 2022; \$35,000 in 2023;

(12) \$100,000 principal amount for the purpose of acquiring and constructing improvements to the City's landfill facilities (hereinafter "Landfill Facilities") which shall mature and be payable in installments in the following respective principal amounts on February 1 in the following respective years: \$10,000 in 2010; \$5,000 in 2011; \$5,000 in 2012; \$10,000 in 2013; \$10,000 in 2014; \$5,000 in 2015; \$5,000 in 2016; \$5,000 in 2017; \$5,000 in 2018; \$5,000 in 2019; \$5,000 in 2020; \$10,000 in 2021; \$10,000 in 2022; \$10,000 in 2023.

SECTION 3.2 Parameters Relating to Amount and Terms

(a) The aggregate principal amount of the Series 2009-A Bonds that may be authenticated and delivered and Outstanding shall be \$12,000,000.

(b) The Series 2009-A Bonds shall be issuable as fully registered bonds without coupons in the denomination of \$5,000 or any multiple thereof. Each Series 2009-A Bond shall have a single principal maturity. The Series 2009-A Bonds shall be numbered separately from R-1 upward.

(c) The Series 2009-A Bonds shall mature in the amounts and the years more particularly described in the Section 2.1(a). The applicable rate of interest for the Series 2009-A Bond of each maturity shall be set forth in the Definitive Terms Certificate; provided, however, that no maturity of the Series 2009-A Bonds shall bear an interest rate exceeding 6.0%.

(d) The Series 2009-A Bonds shall be dated December 1, 2009 and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rate per annum set forth in the definitive Terms Certificate. Interest on the Series 2009-A Bonds shall be payable on February 1 and August 1 in each year, beginning February 1, 2010 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Series 2009-A Bonds shall be payable at the Post-Default Rate.

(e) Interest on the Series 2009-A Bonds payable on any Interest Payment Date prior to the maturity or redemption thereof (in whole or in part) shall be payable by check or draft mailed by the Paying Agent to the registered Holders of the Series 2009-A Bonds at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2009-A Bonds and payment of accrued interest on the Series 2009-A Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent. Debt Service on the Series 2009-A Bonds payable at maturity shall be payable only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this section to the contrary notwithstanding, upon the written request of the Holder of Series 2009-A Bonds in an aggregate principal amount of not less than \$100,000, the Paying Agent will make payment of the Debt Service due on such Series 2009-A Bonds on any Bond Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

- (1) such written request contains adequate instructions for the method of payment,
- (2) the Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer, and
- (3) payment of the principal of (and redemption premium, if any, on) such Series 2009-A Bonds and payment of accrued interest on such Series 2009-A Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2009-A Bonds to the Paying Agent.

(g) The Series 2009-A Bonds may be subject to optional redemption prior to maturity in accordance with the terms and conditions specified in the Definitive Terms Certificate; provided,

however, (i) that the period of time between the date of the Series 2009-A Bonds and the first date on which any maturity of the Series 2009-A Bonds is subject to optional redemption shall be no longer than 10 years and (ii) the premium payable on the Series 2009-A Bonds in connection with any such optional redemption shall not exceed 2%. Any Series 2009-A Bonds issued as term bonds shall be redeemed in accordance with the mandatory redemption provisions specified in the Definitive Terms Certificate.

(h) The Series 2009-A Bonds may be insured by Assured Guaranty Corp. (the "Insurer") so long as the premium for such insurance does not exceed 1.75% of the total principal and interest on the Series 2009-A Bonds. The Mayor is authorized to execute a commitment letter with the Insurer in form satisfactory to the Mayor. All requirements with respect to such insurance commitment shall be made a part of the Definitive Terms Certificate set forth in *Appendix A* thereto and shall be binding on the City to the same extent as if specifically set forth in this Ordinance.

(i) This Section 3.2 sets forth the parameters for the amount and terms of the Series 2009-A Bonds. The Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City a certificate substantially as set forth in *Exhibit 3.2(i)* that establishes, within the parameters set forth in Section 3.2, the definitive amount and terms of the Series 2009-A Bonds, with such changes, additions or deletions as the Mayor shall approve, which approval shall be conclusively evidenced by his or her execution of such certificate (the "Definitive Terms Certificate").

SECTION 3.3 Form of Series 2009-A Bonds

The Series 2009-A Bonds and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this ordinance:

[Form of Series 2009-A Bonds]

NOTICE: Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to [Full Name of Bond Issuer] or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF SELMA, ALABAMA

**General Obligation Build America Bond
(Federal Taxable – Direct Payment), Series 2009-A**

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____ CUSIP: _____

The **CITY OF SELMA, ALABAMA**, a municipal corporation (the "City"), for value received, hereby promises to pay to

_____ or registered assigns, the principal sum of

_____ **DOLLARS,**

on the maturity date specified above and to pay interest hereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning February 1, 2010 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely out of such Debt Service Fund) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the Post-Default Rate specified in the Bond Ordinance referred to below.

The interest so payable on any Interest Payment Date will, as provided in the Bond Ordinance, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Series 2009-A Bonds not less than 10 days prior to such Special Record Date.

Payment of interest on this bond due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Bond Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the

Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this bond and payment of accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this bond at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Bond Ordinance, the Holder of Series 2009-A Bonds in an aggregate principal amount of not less than \$100,000 may request that payment of Debt Service on such Series 2009-A Bond be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent, provided that such Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the City, aggregating \$12,000,000 in principal amount, entitled "General Obligation Build America Bonds (Federal Taxable - Direct Payment), Series 2009-A" (the "Series 2009-A Bonds") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Bond Ordinance") and the constitution and laws of the State of Alabama. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Bond Ordinance.

In accordance with the terms of the Bond Ordinance, Regions Bank, has been appointed to serve as "Paying Agent" with respect to the Series 2009-A Bonds unless and until a successor is appointed pursuant to the terms and conditions of the Bond Ordinance.

The indebtedness evidenced by the Series 2009-A Bonds is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Series 2009-A Bond over another.

Pursuant to the Bond Ordinance the City has established a special fund for the payment of Debt Service on the Series 2009-A Bonds (the "Debt Service Fund") that will be held by the Paying Agent. The City has obligated itself to pay or cause to be paid into the Debt Service Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Series 2009-A Bonds as the same becomes due and payable.

In the manner and with the effect provided in the Bond Ordinance, the Series 2009-A Bonds are subject to redemption prior to maturity as follows:

Optional Redemption. Series 2009-A Bonds maturing on _____ 1, 20__ or thereafter, or any smaller principal amount of such Series 2009-A Bonds that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on _____, 20__ or any date thereafter at the applicable redemption price (expressed as a percentage of principal amount redeemed) set forth in the table below plus accrued interest to the redemption date:

Redemption Date	Redemption Price
_____, ____ through _____, ____	____ %
_____, ____ through _____, ____	____ %
_____, ____ through _____, ____	____ %
_____, ____ through _____, ____	____ %
_____, ____ and thereafter	100%

Extraordinary Optional Redemption. The Series 2009-A Bonds will be subject to extraordinary optional redemption as a whole or in part at any time, in any order of maturities, at the option of the City, upon the occurrence of an Extraordinary Event (as defined below), at a redemption price equal to the greater of: (1) 100% of the principal amount of the Series 2009-A Bonds to be redeemed; or (2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Series 2009-A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2009-A Bonds are to be redeemed, discounted to the date on which such Series 2009-A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year of twelve 30-day months, at the Treasury Rate, plus 100 basis points; plus, in each case, accrued interest on such Series 2009-A Bonds to be redeemed to the redemption date. The redemption price of the Series 2009-A Bonds is to be determined by the Paying Agent, but the Paying Agent shall have the right to retain, at the expense of the City, an independent accounting firm, investment banking firm or financial advisor (which accounting firm, investment banking firm or financial advisor shall be subject to the reasonable approval of the City) to calculate such redemption price. The Paying Agent and the City may conclusively rely on such accounting firm, investment banking firm or financial advisor's determination of such redemption price and shall bear no liability for such reliance.

An "Extraordinary Event" will have occurred if the City determines that a material adverse change has occurred to Section 54AA of the Internal Revenue Code or there is any guidance published by the Internal Revenue Service or the United States Department of the Treasury with respect to Section 54AA of the Internal Revenue Code, or any other determination by the Internal Revenue Service or the United States Department of the Treasury, which determination is not the result of any act or omission by the City to satisfy the requirements to qualify to receive direct payments from the United States Treasury (the "Interest Subsidy Payments") pursuant to which the Interest Subsidy Payments are reduced or eliminated.

Mandatory Redemption of Term Bonds. The Series 2009-A Bonds maturing on _____ 1, _____ (the "Term Bonds") are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed plus accrued interest to the redemption date, on August 1 in years and amounts (after credits as provided below) as follows:

Year	Amount
------	--------

\$ _____ of the Term Bonds
will be retired at maturity

Not less than 45 or more than 60 days prior to each such scheduled mandatory redemption date with respect to Term Bonds, the Paying Agent shall proceed to select for redemption, by lot, Term Bonds or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Bonds or portions thereof for redemption on such scheduled mandatory redemption date. In connection with any such redemption prior to maturity, the Paying Agent shall make appropriate entries in the Bond Register to reflect a portion of any Term Bond so redeemed and the amount of the principal remaining Outstanding. The Paying Agent's notation in the Bond Register shall be conclusive as to the principal amount of any

Outstanding Term Bond at any time. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Bonds scheduled for redemption on such date: (i) the principal amount of Term Bonds delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of Term Bonds previously redeemed (other than Term Bonds redeemed pursuant to this paragraph) and not previously claimed as a credit; and (iii) the principal amount of Term Bonds otherwise deemed paid in full and not previously claimed as a credit.

[Except in the case of mandatory redemption of the Term Bonds,] if less than all Series 2009-A Bonds Outstanding are to be redeemed, the particular Series 2009-A Bonds to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2009-A Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2009-A Bonds, and (ii) if less than all Series 2009-A Bonds with the same stated maturity are to be redeemed, the Series 2009-A Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Bond Ordinance.

If less than all Series 2009-A Bonds Outstanding are to be redeemed, the particular Series 2009-A Bonds to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2009-A Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2009-A Bonds, and (ii) if less than all Series 2009-A Bonds with the same stated maturity are to be redeemed, the Series 2009-A Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Bond Ordinance.

If less than all Series 2009-A Bonds Outstanding with the same maturity are to be redeemed, the particular Series 2009-A Bonds to be redeemed shall be selected not less than 30 nor more than 60 days prior to the redemption date (except as noted below) by the Paying Agent from the Outstanding Series 2009-A Bonds of such maturity which have not previously been called for redemption.

If a trust is established for payment of less than all Series 2009-A Bonds of the same maturity, the Series 2009-A Bonds of such maturity to be paid from the trust shall be selected by the Paying Agent within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2009-A Bonds (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2009-A Bonds to the Paying Agent in exchange for Series 2009-A Bonds with the appropriate designation.

Upon any partial redemption of any Series 2009-A Bond, the same shall, except as otherwise permitted by the Bond Ordinance, be surrendered in exchange for one or more new Series 2009-A Bonds of the same maturity and in authorized form for the unredeemed portion of principal. Series 2009-A Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Bond Ordinance shall thereupon cease to be entitled to the benefits of the Bond Ordinance and shall cease to bear interest from and after the date fixed for redemption.

As provided in the Bond Ordinance and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Paying Agent, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Series 2009-A Bonds of authorized denominations and of the same maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Series 2009-A Bonds are issuable as fully registered, book-entry only bonds in the denomination of \$5,000 each or any integral multiple thereof. The Series 2009-A Bonds are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. As provided in the Bond Ordinance and subject to certain limitations therein set forth, Series 2009-A Bonds are exchangeable for a like aggregate principal amount of Series 2009-A Bonds, of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

For so long as the Series 2009-A Bonds are registered in the name of DTC or its nominee, the Paying Agent shall transfer and exchange Series 2009-A Bonds only on behalf of DTC or its nominee, in accordance with the Bond Ordinance. Neither the City nor the Paying Agent shall have any responsibility for transferring or exchanging any Beneficial Owner's (as defined in Blanket Letter of Representations between the City and DTC) interest in any Series 2009-A Bonds.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this bond is lawfully due without condition, abatement or offset of any description; that this bond has been registered as a claim against the Debt Service Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this bond have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this bond, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

It is hereby certified, recited and declared that unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this bond shall not be entitled to any benefit under the Bond Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this bond to be duly executed under its official seal.

Dated: December 1, 2009.

CITY OF SELMA, ALABAMA

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

**Registration As Claim Against
Debt Service Fund**

I hereby certify that this bond has been registered by me as a claim against the Debt Service Fund referred to in this bond.

Treasurer

Certificate of Authentication

This bond is one of the Series 2009-A Bonds issued pursuant to the within-mentioned Bond Ordinance.

Date of Authentication: _____

REGIONS BANK, as Paying Agent

By: _____
Its Authorized Officer

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this bond on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Statement of Insurance

[Note: The statement of insurance will be added when a bond insurer is selected.]

SECTION 3.4 Execution and Authentication

(a) The Series 2009-A Bonds shall be executed on behalf of the City by its Mayor under its seal reproduced thereon and attested by its City Clerk, and the certification of registration of each Series 2009-A Bonds as a claim against the Debt Service Fund shall be executed by the Treasurer of the City. The signature of any of these officers on the Series 2009-A Bonds may be manual or, to the extent permitted by law, facsimile. Series 2009-A Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the City shall bind the City, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2009-A Bonds or shall not have held such offices at the date of such Series 2009-A Bonds.

(b) No Series 2009-A Bonds shall be secured by, or be entitled to any lien, right or benefit under, this ordinance or be valid or obligatory for any purpose, unless there appears on such Series 2009-A Bonds a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Series 2009-A Bonds shall be conclusive evidence, and the only evidence, that such Series 2009-A Bonds has been duly authenticated and delivered hereunder.

SECTION 3.5 Temporary Series 2009-A Bonds

(a) Pending the preparation of definitive Series 2009-A Bonds, the City may execute, and upon request of the City, the Paying Agent shall authenticate and deliver, temporary Series 2009-A Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Series 2009-A Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Series 2009-A Bonds may determine, as evidenced by their execution of such Series 2009-A Bonds.

(b) If temporary Series 2009-A Bonds are issued, the City will cause definitive Series 2009-A Bonds to be prepared without unreasonable delay. After the preparation of definitive Series 2009-A Bonds, the temporary Series 2009-A Bonds shall be exchangeable for definitive Series 2009-A Bonds upon surrender of the temporary Series 2009-A Bonds at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Series 2009-A Bonds, the City shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Series 2009-A Bonds of authorized denominations. Until so exchanged, temporary Series 2009-A Bonds shall in all respects be entitled to the security and benefits of this ordinance.

SECTION 3.6 Registration, Transfer and Exchange

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Series 2009-A Bonds and registration of transfers of Series 2009-A Bonds entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Bond Registrar" for the purpose of registering Series 2009-A Bonds and transfers of Series 2009-A Bonds as herein provided.

(b) Upon surrender for transfer of any Series 2009-A Bonds at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2009-A Bonds of any authorized denominations and of the same maturity and aggregate principal amount.

(c) At the option of the Holder, Series 2009-A Bonds may be exchanged for a like aggregate principal amount of Series 2009-A Bonds, of any authorized denominations and of the same maturity, upon surrender of the Series 2009-A Bonds to be exchanged at the Principal Office of the Paying Agent. Whenever any Series 2009-A Bonds are so to be surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate and deliver, the Series 2009-A Bonds which the Holder making the exchange is entitled to receive.

(d) All Series 2009-A Bonds surrendered upon any exchange or transfer provided for in this ordinance shall be promptly cancelled by the Paying Agent.

(e) All Series 2009-A Bonds issued upon any transfer or exchange of Series 2009-A Bonds shall be the valid obligations of the City and entitled to the same security and benefits under this ordinance as the Series 2009-A Bonds surrendered upon such transfer or exchange.

(f) Every Series 2009-A Bonds presented or surrendered for transfer or exchange shall (if so required by the City or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Series 2009-A Bonds, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2009-A Bonds.

(h) The City shall not be required (i) to transfer or exchange any Series 2009-A Bonds during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Series 2009-A Bonds and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Series 2009-A Bonds so selected for redemption in whole or in part, or (iii) to exchange any Series 2009-A Bonds during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Series 2009-A Bonds

(a) If (i) any mutilated Series 2009-A Bonds is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2009-A Bonds, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Series 2009-A Bonds has been acquired by a bona fide purchaser, the City shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2009-A Bonds, a new Series 2009-A Bonds of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

(b) Upon the issuance of any new Series 2009-A Bonds under this section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Series 2009-A Bonds issued pursuant to this section in lieu of any destroyed, lost or stolen Series 2009-A Bonds shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Series 2009-A Bonds shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this ordinance equally and ratably with all other Outstanding Series 2009-A Bonds.

(d) The provisions of this section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2009-A Bonds.

SECTION 3.8 Payment of Interest on Series 2009-A Bonds; Interest Rights Preserved

(a) Interest on any Series 2009-A Bonds which is payable on any Interest Payment Date shall be paid to the person in whose name that Series 2009-A Bonds is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2009-A Bonds and payment of accrued interest due upon redemption on any date other than an

Interest Payment Date shall be made only upon surrender of the Series 2009-A Bonds at the Principal Office of the Paying Agent.

(b) Any interest on any Series 2009-A Bonds which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the City to the persons in whose names such Series 2009-A Bonds are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2009-A Bonds and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Series 2009-A Bonds at his address as it appears in the Bond Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Series 2009-A Bonds are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this section, each Series 2009-A Bonds delivered under this ordinance upon transfer of or in exchange for or in lieu of any other Series 2009-A Bonds shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2009-A Bonds and each such Series 2009-A Bonds shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.9 Persons Deemed Owners

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Series 2009-A Bonds is registered as the owner of such Series 2009-A Bonds for the purpose of receiving payment of Debt Service on such Series 2009-A Bonds (subject to Section 3.8) and for all other purposes whatsoever whether or not such Series 2009-A Bonds is overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

SECTION 3.10 Paying Agent

(a) Regions Bank is hereby appointed "Paying Agent" for the purpose of paying Debt Service on the Series 2009-A Bonds on behalf of the City.

(b) The Debt Service on the Series 2009-A Bonds shall, except as otherwise provided herein, be payable at the Principal Office of the Paying Agent.

(c) The Paying Agent may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Paying Agent and the City signed by the Holders of a majority in

aggregate principal amount of the Series 2009-A Bonds then Outstanding, or (ii) if no default exists with respect to the payment of the Series 2009-A Bonds, by a written notice delivered to the Paying Agent and signed on behalf of the City by an Authorized City Representative.

(d) If the bank designated as Paying Agent pursuant to subsection (a) of this section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the City shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The City shall give notice of the appointment of any such successor Paying Agent by first-class mail, postage prepaid, to the Holders of Series 2009-A Bonds as their names or addresses appear in the Bond Register.

SECTION 3.11 Book Entry Only System

(a) The registration and payment of Series 2009-A Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Blanket Letter of Representations attached to and incorporated by reference in this ordinance as *Exhibit A* (the "Letter of Representations") until such System is terminated pursuant to Section 3.11(c).

(b) While Series 2009-A Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of this ordinance and shall supersede any contrary provisions of this ordinance:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2009-A Bonds" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this ordinance with respect to each separate Series 2009-A Bonds shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this ordinance to Holders of Series 2009-A Bonds from either the City or the Paying Agent shall be delivered by the City or the Paying Agent, as the case may be, to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this ordinance to or from persons other than a Holder of a Series 2009-A Bonds shall be delivered directly to such person as provided in this ordinance and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2009-A Bonds shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to such payments.

(5) The Beneficial Owners (as such term is defined in the Letter of Representations) of the Series 2009-A Bonds, by their acquisition of any beneficial interest in a Series 2009-A Bonds or Series 2009-A Bonds, and the Participants severally agree that the City and the Paying Agent shall not have any responsibility or obligation to any Participant or any Beneficial Owner

with respect to (1) the accuracy of any records maintained by DTC or any Participant; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, purchase price of, premium (if any) and interest on the Series 2009-A Bonds; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by DTC or its nominee, as owner.

(c) If the City and the Paying Agent concur that it would be in the best interests of the Holders of the Series 2009-A Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by the City or the Paying Agent acting alone in accordance with the Letter of Representations.

SECTION 3.12 Payments Due on a Day Other Than a Business Day

If any payment on the Series 2009-A Bonds is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 3.13 Cancellation

All Series 2009-A Bonds surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Series 2009-A Bonds shall be registered in lieu of or in exchange for any Series 2009-A Bonds cancelled as provided in this section, except as expressly provided by this ordinance.

ARTICLE 4

Redemption of Series 2009-A Bonds

SECTION 4.1 General Applicability of Article

(a) The Series 2009-A Bonds shall be redeemable in accordance with the redemption provisions set forth in the form of the Series 2009-A Bonds contained in Section 3.3 and the provisions of this article.

(b) The Series 2009-A Bonds shall be redeemed in accordance with the mandatory redemption provisions of the Series 2009-A Bonds without any direction from or consent by the City. The Series 2009-A Bonds shall be redeemed in accordance with the optional redemption provisions of the Series 2009-A Bonds only upon direction of the City.

SECTION 4.2 Election to Redeem; Notice to Paying Agent

The election of the City to exercise any right of optional redemption shall be evidenced by a certified ordinance of the governing body of the City delivered to the Paying Agent. In case of any redemption at the option of the City of less than all the Outstanding Series 2009-A Bonds, the City shall, at least 60 days prior to the date fixed by the City for redemption of Series 2009-A Bonds (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Series 2009-A Bonds to be redeemed.

SECTION 4.3 Selection by Paying Agent of Series 2009-A Bonds to be Redeemed

(a) If less than all Series 2009-A Bonds Outstanding are to be redeemed, the particular Series 2009-A Bonds to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2009-A Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2009-A Bonds, and (ii) if less than all Series 2009-A Bonds with the same stated maturity are to be redeemed, the Series 2009-A Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) The Paying Agent shall promptly confirm to the City in writing the Series 2009-A Bonds selected for redemption and, in the case of any Series 2009-A Bonds selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of this ordinance, unless the context otherwise requires, all provisions relating to the redemption of Series 2009-A Bonds shall relate, in the case of any Series 2009-A Bonds redeemed or to be redeemed only in part, to the portion of the principal of such Series 2009-A Bonds which has been or is to be redeemed.

SECTION 4.4 Notice of Redemption

(a) Unless waived by the Holders of all Series 2009-A Bonds then Outstanding, notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2009-A Bonds to be redeemed at his address appearing in the Bond Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Series 2009-A Bonds to be redeemed, and, if less than all Outstanding Series 2009-A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2009-A Bonds to be redeemed,

(4) that on the redemption date the redemption price of each of the Series 2009-A Bonds to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Series 2009-A Bonds to be redeemed are to be surrendered for payment of the redemption price.

(c) Notice of redemption of Series 2009-A Bonds to be redeemed at the option of the City shall be given by the City or, at the City's request, by the Paying Agent in the name and at the expense of the City. Notice of redemption of Series 2009-A Bonds in accordance with the mandatory redemption provisions of the Series 2009-A Bonds shall be given by the Paying Agent in the name and at the expense of the City.

(d) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in the United States Securities and Exchange Commission's Exchange

Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this section.

SECTION 4.5 Deposit of Redemption Price

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Series 2009-A Bonds which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

SECTION 4.6 Series 2009-A Bonds Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Series 2009-A Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2009-A Bonds shall cease to bear interest. Upon surrender of any such Series 2009-A Bonds for redemption in accordance with said notice, such Series 2009-A Bonds shall be paid by the City at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Series 2009-A Bonds registered as such on the relevant Record Dates according to the terms of such Series 2009-A Bonds and the provisions of Section 3.8.

(b) If any Series 2009-A Bonds called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

SECTION 4.7 Series 2009-A Bonds Redeemed in Part

Any Series 2009-A Bonds which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2009-A Bonds, without service charge, a new Series 2009-A Bonds or Series 2009-A Bonds, of the same maturity and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2009-A Bonds so surrendered.

ARTICLE 5

Source of Payment, Etc.

SECTION 5.1 General Obligation

The indebtedness evidenced and ordered paid by the Series 2009-A Bonds shall be a general obligation of the City for the payment of Debt Service on which the full faith and credit of the City are hereby irrevocably pledged, pro rata and without preference or priority of one Series 2009-A Bond over another. The City hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the City from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the City and to pay Debt Service on the Series 2009-A Bonds as the same shall become due and payable.

SECTION 5.2 Provision for Payment of Series 2009-A Bonds

(a) If Debt Service on the Series 2009-A Bonds is paid in accordance with the terms of the Series 2009-A Bonds and this ordinance, then all covenants, agreements and other obligations of the City to the Holders of the Series 2009-A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay to the City any surplus remaining in the Debt Service Fund.

(b) Series 2009-A Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if the Paying Agent is provided with the following:

(1) a trust agreement between the City and any bank or other financial institution having corporate trust powers making provision for the retirement of such Series 2009-A Bonds by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2009-A Bonds (including payment of the interest that will accrue thereon until and on the date they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Series 2009-A Bonds or (ii) both cash and such Federal Securities (or a combination thereof) which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust to be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975;

(2) a certified copy of a duly adopted ordinance or resolution of the governing body of the City calling for redemption those of such Series 2009-A Bonds that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(3) evidence satisfactory to the Paying Agent that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (1) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2009-A Bonds; and

(4) a Favorable Tax Opinion.

(c) Any trust established pursuant to this section may provide for payment of less than all Series 2009-A Bonds Outstanding or less than all Series 2009-A Bonds of any remaining maturity.

(d) If any trust provides for payment of less than all Series 2009-A Bonds with the same maturity, the Series 2009-A Bonds of such maturity to be paid from the trust shall be selected by the Paying Agent by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Series 2009-A Bonds of such maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within 7 days after such trust is

established. This selection process shall be in lieu of the selection process provided for in Section 4.3 if and to the extent that Series 2009-A Bonds payable from such trust are to be redeemed prior to maturity. After such selection is made, the Series 2009-A Bonds that are to be paid from such trust (including the Series 2009-A Bonds issued in exchange for such Series 2009-A Bonds pursuant to the transfer or exchange provisions of this ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2009-A Bonds (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2009-A Bonds to the Paying Agent in exchange for the Series 2009-A Bonds with the appropriate designation. The selection of the Series 2009-A Bonds for payment from such trust pursuant to this section shall be conclusive and binding on the Holders, the City and the Paying Agent.

SECTION 5.3 Officers, Etc. Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this ordinance, or of any Series 2009-A Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer or member of the governing body of the City, or of any successor, either directly or through the City, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this ordinance and the Series 2009-A Bonds issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any officer or member of the governing body of the City or any successor, or any of them, because of the issuance of the Series 2009-A Bonds, or under or by reason of the covenants or agreements contained in this ordinance or in any Series 2009-A Bonds or implied therefrom.

ARTICLE 6

Flow of Funds

SECTION 6.1 Revenue Fund

(a) There is hereby established a special fund with the Paying Agent entitled "Revenue Fund". The Paying Agent shall deposit in the Revenue Fund immediately upon receipt, any interest subsidy payments made by the Secretary of the Treasury Department of the United States in accordance with Section 54AA of the Internal Revenue Code and related regulations.

(b) Except as otherwise provided in Section 6.1(c), amounts deposited in the Revenue Fund shall be transferred to the Debt Service Fund on each Interest Payment Date and shall be applied to the payment of interest due and payable on such Payment Date.

(c) The parties acknowledge that the payments to be received by the Paying Agent in accordance with subsection (b) above are intended to be used exclusively to pay interest on the Series 2009-A Bonds on each Interest Payment Date. Pursuant to the Filing Agent Agreement, the Paying Agent shall undertake the responsibility of filing the necessary income tax forms in order to apply for such interest subsidy payments. If for any reason, any such interest subsidy payment is received after the Interest Payment Date to which such payment relates, then the Paying Agent shall, in lieu of transferring such amounts to the Debt Service Fund in accordance with Section 6.1(b) above, remit (to the extent allowed by law) such amounts to the City as shall be necessary to make the City whole in the event the City has paid the full amount of interest payable on such Interest Payment Date.

SECTION 6.2 The Debt Service Fund

(a) There is hereby established a special fund with the Paying Agent entitled "General Obligation Capital Improvement Bonds, Series 2009-A Debt Service Fund" (herein called the "Debt Service Fund"). Money in the Debt Service Fund shall be used solely for the payment of Debt Service on the Series 2009-A Bonds as the same shall become due and payable.

(b) The City shall deposit into the Debt Service Fund the following amounts on or before the following dates:

(1) on or before 12:00 Noon on each Interest Payment Date, an amount equal to the interest payable on such Interest Payment Date (after crediting the amount of any accrued interest deposited in the Debt Service Fund pursuant to Section 7.3); provided that the City shall receive a credit for any amounts transferred from the Revenue Fund to the Debt Service Fund in accordance with Section 6.1(b); and

(2) on or before 12:00 Noon on each Principal Payment Date, an amount equal to the principal payable on such Principal Payment Date.

Notwithstanding any provision herein to the contrary, if, on any Bond Payment Date, the balance in the Debt Service Fund is insufficient to pay the Debt Service on the Series 2009-A Bonds due and payable on such date, the City shall forthwith pay any such deficiency into the Debt Service Fund.

SECTION 6.3 Transfer of Funds

The Treasurer for the City shall collect taxes, revenues and other general funds of the City available for the payment of Debt Service on the Series 2009-A Bonds and shall deposit the same in the Debt Service Fund in the amounts and at the times required by Section 6.2.

SECTION 6.4 Security for Debt Service Fund

Any money on deposit in the Debt Service Fund or otherwise held by the Paying Agent pursuant to this ordinance shall be impressed with a trust for the purpose for which the Debt Service Fund is created and shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the City and the Holders of the Series 2009-A Bonds either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and Federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 6.5 Investment of Debt Service Fund

(a) The Paying Agent shall invest or reinvest any money on deposit in the Debt Service Fund not then needed for the payment of Debt Service on the Series 2009-A Bonds in Qualified Investments upon receipt of written direction from the City. All such investments must mature or be subject to

redemption at the option of the Holder on or prior to the respective date or dates when cash funds will be required for purposes of the Debt Service Fund. Any investment made with money on deposit in the Debt Service Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Debt Service Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Debt Service Fund and shall be credited to the deposits required by Section 6.1. Any losses resulting from liquidation of investments shall be charged to the Debt Service Fund and shall be added to the next ensuing deposit specified in Section 6.2. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Debt Service Fund is insufficient to pay Debt Service on the Series 2009-A Bonds when due.

(c) Any investment of money in the Debt Service Fund may be made by the Paying Agent through its own bond department or investment department, and any certificates of deposit issued by the Paying Agent shall be deemed investments rather than deposits.

ARTICLE 7

Sale and Delivery of Series 2009-A Bonds

SECTION 7.1 Sale of Series 2009-A Bonds

(a) The Series 2009-A Bonds shall be sold to Sterne, Agee & Leach, Inc. (the "Underwriter") for a purchase price equal to the par amount thereof adjusted by the original issue discount or premium (if any) and the Underwriter's discount to be set forth in the Definitive Terms Certificate; provided, that the purchase price shall be not less than 97% nor more than 103% of the par amounts thereof.

(b) The Underwriter shall be under no duty to inquire as to the application of the proceeds of the Series 2009-A Bonds. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this ordinance.

SECTION 7.2 Official Statement, Purchase Agreement and Other Documents

(a) The governing body of the City does hereby approve and authorize the Mayor to execute the Purchase Agreement in form satisfactory to the Mayor, and the Preliminary Official Statement dated November 24, 2009. The Mayor and the City Clerk are hereby authorized and directed to complete the Preliminary Official Statement (such Preliminary Official Statement as completed being herein referred to as the "Official Statement") with (i) information relating to the terms of sale of and interest rates on the Series 2009-A Bonds as herein provided, (ii) such information regarding reoffering prices or yields on the Series 2009-A Bonds as shall be provided by the purchaser of the Series 2009-A Bonds and (iii) such changes or additions thereto or deletions therefrom as the executing officers shall approve and shall be acceptable to the purchaser of the Series 2009-A Bonds. The Mayor and the City Clerk of the City are hereby authorized and directed to date the Official Statement as of the date of adoption of this ordinance and to execute and deliver the Purchase Agreement and the Official Statement in the name and on behalf of the City substantially in substantially the form presented at this meeting, with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his or her execution of such instruments.

(b) The officers of the City and any person or persons designated and authorized by either of such officers to act in the name and on behalf of the City, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and

deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances or other instruments or communications, under the seal of the City or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this ordinance and to demonstrate the validity of the Series 2009-A Bonds, the absence of any pending or threatened litigation with respect to the Series 2009-A Bonds and the transactions contemplated by this ordinance, and the exemption of interest on the Series 2009-A Bonds from Federal and State of Alabama income taxation.

(c) Each act of any officer or officers of the City or any person or persons designated and authorized to act by any officer of the City, which act would have been authorized by the foregoing provisions of this ordinance except that such action was taken prior to the adoption of this ordinance, is hereby ratified, confirmed, approved and adopted.

SECTION 7.3 Application of Proceeds

The proceeds from the sale of the Series 2009-A Bonds shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the following purposes and in the following order:

(1) the amount (if any) received as accrued interest on the sale of the Series 2009-A Bonds shall be deposited in the Debt Service Fund;

(2) an amount equal to the estimated costs of issuing the Series 2009-A Bonds will be deposited in a separate account held by the Paying Agent (the "Costs of Issuance Fund") and will be applied to the payment of such issuance expenses. Each request for payment of issuance expenses shall be accompanied by an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payments for the issuance expenses) showing that the amount requested to be paid is or was due and payable for the purpose requested. After an Authorized City Representative has certified to the Paying Agent that all issuance expenses have been paid, the Paying Agent shall transfer any remaining funds in the Costs of Issuance Fund to the Debt Service Fund for payment of Debt Service on the next ensuing Interest Payment Date.

(3) the balance of the Series 2009-A Bond proceeds shall be deposited in the Acquisition Fund and shall be allocated to separate sub-accounts as provided in Section 7.4.

SECTION 7.4 Acquisition Fund

(a) There is hereby established with the Paying Agent a fund that shall be designated the "General Obligation Capital Improvement Funds, Series 2009-A Acquisition Fund" (herein called the "Acquisition Fund"). A deposit to the Acquisition Fund is to be made pursuant to Section 7.3.

(b) The Acquisition Fund shall consist of separate subaccounts which correspond to the purposes set forth more particularly in Section 3.1 in order to provide for the payment of costs of acquiring and constructing the Improvements specified in Section 3.1. The amounts to be deposited in the subaccounts shall be equal to the balance of the Series 2009-A Bonds allocated to the respective purposes set out in Section 3.1 after the pro rata costs of issuance have been deducted therefrom. Monies in such separate subaccounts shall be separately accounted for and shall not be commingled, and shall be spent only for the respective purposes specified in Section 3.1.

(c) Payments out of the Acquisition Fund shall be made only upon receipt of a requisition in the form attached hereto as Exhibit 7.4, executed by an Authorized City Representative. Each requisition shall be accompanied by an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payments for such costs) showing that the amount requested to be paid is or was due and payable for the purpose stated in such requisition. Each such requisition shall specify the subaccount out of which such payment is to be made.

(d) In addition to the documents required by this section, the Paying Agent may require, as a condition precedent to any payment or withdrawal, further evidence with respect thereto or with respect to the application of any money previously disbursed or as to the correctness of any statement made in any requisition. The Paying Agent shall, however, be under no duty to require such evidence unless so requested. The Paying Agent shall not be liable for any misapplication of money in the Acquisition Fund if disbursed pursuant to the provisions of this section and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

(e) The Paying Agent shall invest or reinvest any money on deposit in the Acquisition Fund not then needed for the payment of the costs specified in Section 3.1 in Qualified Investments in the same manner and subject to the same conditions as money on deposit in the Debt Service Fund is invested in accordance with this Ordinance.

(f) Whenever an Authorized City Representative shall have filed with the Paying Agent a certificate stating that (i) acquisition, construction and equipping of the particular Improvements to be paid out of a particular subaccount has been completed in accordance with the plans and specifications previously approved by the City and (ii) that all issuance expenses have been paid in full, then any money remaining in the particular subaccount of the Acquisition Fund to which such certificate relates shall be deposited in the Debt Service Fund for payment of interest on the Series 2009-A Bonds on the next ensuing Interest Payment Date.

ARTICLE 8

Miscellaneous

SECTION 8.1 Agreement to Pay Attorneys' Fees

If the City should default under any of the provisions of this ordinance and the Holder of any Series 2009-A Bonds should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the City herein contained, the City will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 8.2 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this ordinance constitute a contract between the City and the Holders of the Series 2009-A Bonds and shall remain in effect until the Debt Service on the Series 2009-A Bonds shall have been paid in full or provision for such payment has been made in accordance with Section 5.2.

SECTION 8.3 Separability Clause

If any provision in this ordinance or in the Series 2009-A Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.4 Governing Law

This ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 8.5 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this ordinance to the time of day shall mean the time of day in the city of the Principal Office of the Paying Agent.

SECTION 8.6 Notices to Holders of the Series 2009-A Bonds; Waiver

(a) Where this ordinance provides for notice to any Holder of a Series 2009-A Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Bond Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Holders of the Series 2009-A Bonds is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of the Series 2009-A Bonds. Where this ordinance provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of the Series 2009-A Bonds shall be filed with the City and the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 8.7 Tax Certificate and Agreement

The City agrees that it will comply with the covenants and agreements to be made by it in the Tax Certificate and Agreement, to be executed and delivered in conjunction with the delivery of the Series 2009-A Bonds.

SECTION 8.8 Amendment of Uses of Series 2009-A Bonds Proceeds

The City may amend or change the uses of Series 2009-A Bond proceeds contained in this ordinance, provided that: (1) the governing body of the City adopts an ordinance setting forth such amendment or change and (2) the uses, as so amended or changed, are eligible for financing with proceeds of bonds issued pursuant to the Enabling Law, (3) such amendment or change will not cause the amount of the Series 2009-A Bonds chargeable against the City's constitutional limitation on indebtedness to increase, and (4) the City delivers to the Paying Agent a Favorable Tax Opinion that such amendment or change would not cause interest on the Series 2009-A Bonds to become Taxable.

SECTION 8.9 Inspection of Records

The City will at any and all times, upon the request of the Paying Agent, afford and procure a reasonable opportunity for the Paying Agent by its representatives to inspect any books, records, reports and other papers of the City relating to the performance by the City of its covenants in this ordinance, and the City will furnish to the Paying Agent any and all information as the Paying Agent may reasonably request with respect to the performance by the City of its covenants in this ordinance.

SECTION 8.10 Amendments to Ordinance Not to Affect Tax Exemption

No amendment may be made to this ordinance or the Series 2009-A Bonds unless the Paying Agent receives a Favorable Tax Opinion. Notwithstanding the foregoing, this Ordinance may be amended at any time to provide that all or any portion of the Acquisition Fund may be held by a bank or financial institution other than the Paying Agent.

SECTION 8.11 Repeal of Conflicting Provisions

All ordinances and orders or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 8.12 Effect of Headings and Table of Contents

The article and section headings herein and in the table of contents are for convenience only and shall not affect the construction hereof.

SECTION 8.13 Remedies

In the event that the City should default in the payment of the principal of or interest on the Series 2009-A Bonds, or should fail to comply with any of the other covenants and agreements contained in this ordinance, the Holders of the Series 2009-A Bonds shall be entitled to exercise all available remedies under the laws of the State of Alabama, whether in law or at equity.

SECTION 8.14 Designation as Build America Bonds

The City does hereby irrevocably elect to treat the Series 2009-A Bonds as "Build America Bonds" pursuant to Section 54AA(d)(1)(C) of the Internal Revenue Code.

ADOPTED AND APPROVED this the _____ day of _____, 2009.

s/ Dr. Geraldine Allen
President Pro Tem - City Council of the City of Selma

ATTEST:

s/ Ivy Harrison
City Clerk

TRANSMITTED TO MAYOR this the _____ day of _____, 2009.

s/ Ivy Harrison
City Clerk

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2009.

s/ George P. Evans
Mayor

ATTEST:

s/ Ivy Harrison
City Clerk

EXHIBIT A

Blanket Letter of Representations

See attached.

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

City of Selma, Alabama

(Name of Issuer and Co-Issuer(s), if applicable)

December 18, 2009

(Date)

Attention: Underwriting Department
The Depository Trust Company
55 Water Street, 15L
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: (Note: Issuer shall represent one and cross out the other.)

~~{Incorporated in}~~ [formed under the laws of] State of Alabama

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Received and Accepted
THE DEPOSITORY TRUST COMPANY

By: [Signature]



The Depository Trust & Clearing Corporation

City of Selma, Alabama

(Issuer)

By: [Signature]

(Authorized Officer's Signature)

Cynthia R. Mitchell

(Print Name)

222 Broad Street

(Street Address)

Selma
(City)

Alabama
(State)

USA
(Country)

36702
(Zip Code)

(334) 874-2101

(Phone Number)

finance@selma-al.gov

(E-mail Address)

BLOR 03/25/08

SCHEDULE A

(To Blanket Issuer Letter of Representations)

**SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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SCHEDULE A

(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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EXHIBIT 3.2(i)

Form of Definitive Terms Certificate

The undersigned, Mayor the City of Selma, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), does hereby certify as follows:

1. This certificate is being delivered in connection with the issuance by the City of its General Obligation Capital Improvement Bonds, Series 2009-A (the "Series 2009-A Bonds") under and pursuant to an ordinance duly adopted by the City on December 10, 2009 (the "Authorizing Ordinance"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Authorizing Ordinance.

2. Section 3.2 of the Authorizing Ordinance sets forth the parameters for the title and terms of the Series 2009-A Bonds. Section 3.2(i) of the Authorizing Ordinance authorizes and directs the Mayor of the City to execute and deliver in the name and on behalf of the City a certificate that establishes, within the parameters set forth in Section 3.2 of the Authorizing Ordinance, the definitive title and terms of the Series 2009-A Bonds (the "Definitive Terms Certificate"). This certificate constitutes the Definitive Terms Certificate contemplated by the Authorizing Ordinance.

3. Pursuant to the authority granted by the City set forth in Section 3.2 of the Authorizing Ordinance, the undersigned officer of the City hereby establishes the following definitive title and terms of the Series 2009-A Bonds:

(a) **Amount.** The aggregate principal amount of the Series 2009-A Bonds which may be authenticated and delivered and Outstanding is limited to \$12,000,000.

(b) **Maturities and Interest Rates.** The Series 2009-A Bonds shall mature on February 1 in the years 2010 through 2023. The principal amount of Series 2009-A Bonds maturing on each maturity date and the applicable rate of interest for the Series 2009-A Bonds of each maturity are as follows:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
-----------------------------	--------------------------------------	-------------------------------------

(c) **Redemption.** The Series 2009-A Bonds shall be subject to optional redemption prior to Maturity in accordance with the terms and conditions specified in the Series 2009-A Bonds. The Series 2009-A Bonds maturing on _____ (the "Term Bonds") are subject to mandatory redemption in accordance with the mandatory redemption provisions specified in the Series 2009-A Bonds.

4. The undersigned officer hereby certifies that the definitive title and terms of the Series 2009-A Bonds set forth above are in conformity with the parameters set forth in Section 3.2 of the Authorizing Ordinance.

5. The Series 2009-A Bonds shall be sold to the Underwriter at a purchase price of \$ _____ (par amount less original issue discount of \$ _____ and Underwriter's discount of _____)

\$ _____) plus accrued interest. The undersigned officer hereby certifies that the purchase price of the Series 2009-A Bonds and does not exceed 97% and no less than 103% of the respective par amounts thereof.

6. The undersigned Mayor approves the selection of bond insurance by Assured Guaranty Corp. and certifies that the amount of the insurance premium does not exceed 1.75% of the total principal and interest on the Series 2009-A Bonds. The undersigned Mayor ratifies, approves, confirms and establishes those terms, conditions, covenants and amendments, and other provisions required by the Insurer in its written commitment. The provisions of the Series 2009-A Bonds which pertain to the Insurer are attached as *Appendix A* to this Definitive Term Certificate.

7. The undersigned officer of the City holds such office as of the date hereof.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the City by the undersigned officer.

Dated: _____, 2009.

Name: George P. Evans
Title: Mayor

[S E A L]

EXHIBIT 7.4

Form of Requisition

TO: Regions Bank, Birmingham,
Alabama, as Paying Agent under
the Bond Ordinance referred to below Requisition No. _____

RE: General Obligation Build America Bonds (Federal Taxable – Direct Payment, Series 2009-A,
issued by City of Selma, Alabama (the “City”), pursuant to an ordinance adopted by the City on
December __, 2009 (the “Bond Ordinance”))

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Bond Ordinance.

Request for Payment by City of Selma, Alabama

The City hereby requests payment from the _____ subaccount of Acquisition Fund of
\$ _____
to

Name of Payee: _____

Address of Payee: _____

Taxpayer ID of Payee: _____

Such payment will be made for the following purpose(s):

(Describe purpose in reasonable detail)

The City hereby certifies that (i) the items for which payment is hereby requested are not items for which any previous request for payment has been made, (ii) the purpose for which such payment is to be made is one for which money from the above-referenced subaccount of the Acquisition Fund is authorized to be paid under the Bond Ordinance, and (iii) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement or any applicable provision of law.

Attached to this requisition is an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payment for issuance expenses or the cost of Improvements) showing that the amount requested to be paid is or was due and payable for the purpose stated in such requisition.

DATED: _____.

CITY OF SELMA, ALABAMA

By: _____
Authorized City Representative

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: March 9, 2023

Re: **An Ordinance to Transfer Unneeded Municipal Real Estate to Selma Water 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

ORDINANCE
O104-22/23
AN ORDINANCE TO TRANSFER UNNEEDED
MUNICIPAL REAL ESTATE TO SELMA WATER WORKS

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Selma, Alabama, is no longer needed for public or municipal purposes, to-wit:

That part of current parking spaces 20 feet by 12 feet located within the dedicated street right-of-way of Franklin Street. Said lot is on the West side of Franklin Street approximately 22 feet north of Hinton Alley right-of-way.

SECTION 2. That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Selma, Alabama, a Warranty Deed, a copy of which is on file in the office of the City Clerk, whereby the City of Selma, Alabama, does convey the premises described in Section 1, hereof to Selma Water Works System, Inc. for and in consideration of the payment previously tendered in the amount of Twelve Hundred Dollars (\$1,200.00).

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*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: March 9, 2023
Re: **AVENU – Tobacco Contract Renewal**

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



Tax Revenue Enhancement Agreement Tobacco Tax Revenue Administration

This Agreement made by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Selma, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. **Taxes Processed:** AVENU will perform remittance processing for Tobacco taxes as designated by CLIENT.
2. **Taxpayer Notification and Remittance:** AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Selma, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on Exhibit A.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. **Notification, Reporting to CLIENT:**
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN SIXTY (60) DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Tobacco and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this Agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence September 1, 2023 with collection of September 2023 taxes to be remitted on or before October 20, 2023.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days' notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Tobacco and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
12. Limitation of Liability: To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of

anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.

13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Selma

By: _____

By: _____

Name: Carl Kumpf

Name: James Perkins, Jr.

Title: Chief Financial Officer

Title: Mayor

Date: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

December 19, 2022

Aaron Roper
City of Selma
222 Broad Street
Selma, AL 36701

Dear Mr. Roper:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Tobacco; all rates

Tax Types and Rate Codes will be administered at the following:

Jurisdiction	Cigarettes Pack	Chewing Tobacco Pack	Snuff Can	Smoking Tobacco Pack	Cigars - each Cigar	Little Cigars as Indicated	Rolling Papers Pack

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal to 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety dollars (\$90.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 7%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ (AVENU)

Title: _____

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: March 9, 2023
Re: **AVENU – Business License Contract Renewal**

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

Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration

This Agreement is made as of September 1, 2023 by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Selma, a government entity in the state of AL ("CLIENT").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Selma, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for Sample Client payments. CLIENT will be responsible for renewals. AVENU will provide a list to CLIENT.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT: AVENU will provide CLIENT with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, Client, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
 - i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
 - ii. AVENU fee for copies of forms: AVENU will receive an amount equal to \$5.00 per form mailed or faxed to the CLIENT per the request of the CLIENT. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
 - iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the Client, which is a result of AVENU collection efforts.
4. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence September 1, 2023.
6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
8. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A (3), above, and any refunding related thereto.

9. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
10. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Selma

By: _____

By: _____

Name: Carl Kumpf

Name: James Perkins, Jr.

Title: Chief Financial Officer

Title: Mayor

Date: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

December 19, 2022

Aaron Roper
City of Selma
222 Broad Street
Selma, AL 36701

Dear Mr. Roper:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
ATT: Contracts Department

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ Avenu Insights & Analytics, LLC

Title: _____

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Selma has contracted with AVENU (Revenue Discovery Systems) to perform collection services for business license taxes on the Client's behalf. AVENU helps the Client ensure that all businesses pay their fair share of business license tax.

AVENU, as the Client's authorized representative, is bound by the same confidentiality as the Client's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

Date: _____

[name]
Client Administrator
City of Selma

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: March 9, 2023
Re: **An Ordinance for the Landbank**

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

ORDINANCE
O106-22/23
AN ORDINANCE FOR THE LAND BANK

Chapter 15 – LAND BANK AUTHORITY[1]

Footnotes:

--- (1) ---

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

ARTICLE I. - IN GENERAL

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

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

Sec. 15-3. - Eminent Domain

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

State Law reference—no power of eminent domain.

(§ 24-9-3 Code of Alabama, 1975)

Sec. 15-4. – Definitions

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

(1) *AGREEMENT*. The intergovernmental cooperation agreement entered into between an authority and a local authority by the parties pursuant to this chapter.

(2) *BOARD*. The Alabama Land Bank Authority Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) All directors of the board must be residents of the City of Selma.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 15-9. - Applicability of Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE 27th DAY OF September, 2022.**

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: March 9, 2023
Re: **Spectrum Franchise Agreement**

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

RESOLUTION
R125-22/23
AUTHORIZING THE MAYOR TO ENTER A FRANCHISE AGREEMENT
WITH CHARTER COMMUNICATIONS

WHEREAS, the City Council of Selma, Alabama is authorized under Title 11-43-56 of the Code of Alabama, 1975 to have the management and control of the finances of the City; and

WHEREAS, the City of Selma has previously entered into a Franchise Agreement with Charter Communications which is due to be renewed; and

WHEREAS, the existing Franchise Agreement with Charter Communications is coming to an end; and

WHEREAS, the City believes that it is in the best interest of the City to renew a non-exclusive franchise agreement with Charter Communications for an additional five (5) years, automatically extended for an additional term of three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA, BY VOTE AS FOLLOWS:

1. Mayor James Perkins, Jr. is hereby authorized to sign the five (5) year Franchise Agreement with Charter Communications, a copy of which is attached hereto as Exhibit A.
2. That Mayor James Perkins, Jr. is hereby authorized to sign all documents and requisitions related to this Agreement.
3. This Resolution shall become effective immediately upon passage by the Selma City Council.

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*

EXHIBIT A

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Selma, Alabama hereinafter referred to as the "Grantor" and Spectrum Southeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along,

across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 17. This Franchise will be automatically extended for an additional term of three (3) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least eighteen (18) months before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

Auto Liability including coverage on all \$1,000,000 per occurrence C.S.L.
owned, non owned hired autos

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities

located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
13. **Notices, Miscellaneous.**
 - a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee

shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Selma
222 Broad Street
Selma, AL 36701
Email: mmadison@selma-al.gov

Grantee: Charter Communications
Director, Government Affairs
151 London Parkway
Birmingham, AL 35211
Email: taylor.vice@charter.com

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. **Franchise Fee.**

- a. Grantee shall pay to the Grantor quarterly an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation

to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.

c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

16. **PEG Access.** Grantee shall provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers.

17. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on this signature page of this Franchise.

18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2022.

City of Selma, Alabama

Signature: _____

Name/Title: James Perkins, Jr., Mayor

Accepted this ___ day of _____, 2022, subject to applicable federal, state and local law.

Spectrum Southeast, LLC
By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: March 9, 2023
Re: **Citywide Camera System**

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



April 8, 2022

City of Selma
1300 Alabama Avenue
Selma, AL 36702

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a license plate recognition camera installation for the City of Selma Police Department.

With this LPR installation, Alabama Power Company will provide the following:

- 11 – Flock Safety 5 MP License Plate Recognition (LPR) cameras and all associated networking equipment
- Connection of power from solar panel on camera
- Dedicated 4G LTE network backhaul connection and hardware
- All required license fees and monthly subscription fees for 11 cameras using Flock's LPR platform with standard 30-day storage

Standard Operating Agreement: 60 month agreement, automatically renews month to month after month 60, service price is fixed. Alabama Power retains ownership of the camera system, City of Selma Police Department retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Flock Safety Dashboard, all of Selma Police Department's images will be stored in the cloud server and will be accessible by approved personnel via any internet enabled web browser or mobile device.

***Estimated Monthly Service Amount = \$2,520.87 with NO upfront costs**

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Bozeman".

Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Technical Specialist

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Selma (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title; Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC. Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function. Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("**Content**") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for twenty-four (24) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "**Initial Term**"). After the **Initial Term**, this Agreement automatically renews for an additional twenty-four (24) months, in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in Section 17 below) at least thirty (30) days before the desired termination date.

9. Payment.

a. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by the Alabama Public Service Commission (the "**Commission**") at the time of billing. Alabama state law and the rules, regulations, and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations, and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.

b. **Subscription/Communication/Software Costs.** APC reserves the right to apply an annual increase in the Service Cost of up to 3% if needed to reflect increases in costs from subscription, software, and communications providers. These costs represent pass through costs for APC, and APC will not apply more than 3% to the Service Cost regardless of the increased costs from these providers.

c. **Payment and Invoices.** APC will invoice the Customer per the terms stated in the Premises Exhibit. Customer agrees to pay the monthly amount, (subject to increases as described in 9(a) and 9(b) above, and the Exhibits below) by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

d. **Payment Default.** Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees), collect APC costs incurred (including, but not limited to removal costs,

remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of the Services, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

a. Customer Provided Equipment. APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

b. Underground Facility/Obstruction Not Subject to Dig Law. Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), the Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

c. Unforeseen Condition. The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

d. Use of Right-of-Way. To the extent that the APC Activities may require the use of the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

e. Operation During Construction and Installation. Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated

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with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized, access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

15. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

16. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

If to Customer:

Attn:
Email:

17. Taxes. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

18. Immigration Law Compliance.

- a. APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").
- b. APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date").

20. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

21. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives

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and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

22. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Selma

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company ("APC") and the City of Selma (the "Customer") agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) ("Agreement") shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the "Premises Exhibit Effective Date").

1. **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
2. **Deliverables:** APC's Services provided to the Customer shall include the following Deliverables:
 - Install and maintain Eleven (11) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions/fees, 30-day cloud storage and associated equipment
 - Install and maintain Eleven (1) Flock Safety Solar Panels for power for LPR cameras
 - Install and maintain Six (6) black, metal, direct-buried poles for LPR cameras

3. **Payment Schedule:**

Months **	Service Cost	Estimated Regulated Cost *	Monthly Cost *
1-24	\$2,520.87	\$0.00	\$2,520.87

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above. In addition, APC reserves the right to apply an annual increase in the Service Cost of up to 3% to reflect increases in provider costs as described in Section 9(a) and 9(b) above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

4. **Content.** Cloud storage has been selected to store the license plate recognition camera content. The Customer will be able to view content from an internet connected device and web browser.
5. **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other sub vendors:
 - a. **Flock Safety (SaaS Provider)**
6. **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment will result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Selma

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____



April 8, 2022

City of Selma
Police Department
1300 Alabama Avenue
Selma, AL 36703

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a surveillance camera installation for the City of Selma.

With this surveillance installation, Alabama Power Company will provide the following:

- 33 – Axis P3265-LVE 1080p HD fixed dome cameras and all associated networking equipment
- 4 – Axis P3727-PLE 1080p HD 360° fixed cameras and all associated networking equipment
- 4 – Axis Q6010 Combo Unit 1080p HD 360° fixed cameras and 40x zoom PTZ and all associated networking equipment
- Connection of power from transformers and/or lighting poles
- Dedicated Point to Point network at the Housing Authorities
- Use of **Customer Provided** internet at Police Station and SIM cards for cellular
- Install 1 – Genetec Server in Police Department
- All required license fees and monthly subscription fees for 45 cameras using Genetec's Security Center platform with standard 30-day 1080p storage

Standard Operating Agreement: 60 month agreement, automatically renews month to month after month 60, service price is fixed. Alabama Power retains ownership of the camera system, City of Selma retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Genetec Security Center VMS, all City of Selma video will be stored on the Server and will be accessible by approved personnel via provided monitoring station or any internet enabled web browser or mobile device. City of Selma will have full access to all video of their location and at their discretion.

***Estimated Monthly Service Amount = \$6,987.46 with NO upfront costs**

There will also be an estimated energy usage of \$692.00 each month in addition to Estimated Monthly Service Amount

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Bozeman".

Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Technical Specialist

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Selma (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title; Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. **Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.**

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. **Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC.** Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. **Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function.** Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. **Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.**

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("**Content**") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for sixty (60) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "**Initial Term**"). After the **Initial Term**, this Agreement automatically renews on a month-to-month basis, in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in **Section 17** below) at least thirty (30) days before the desired termination date.

9. Payment.

a. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by the Alabama Public Service Commission (the "**Commission**") at the time of billing. Alabama state law and the rules, regulations, and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations, and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.

b. **Subscription/Communication/Software Costs.** APC reserves the right to apply an annual increase in the Service Cost of up to 3% if needed to reflect increases in costs from subscription, software, and communications providers. These costs represent pass through costs for APC, and APC will not apply more than 3% to the Service Cost regardless of the increased costs from these providers.

c. **Payment and Invoices.** APC will invoice the Customer per the terms stated in the Premises Exhibit. Customer agrees to pay the monthly amount, (subject to increases as described in 9(a) and 9(b) above, and the Exhibits below) by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

d. **Payment Default.** Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees), collect APC costs incurred (including, but not limited to removal costs,

remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of the Services, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

a. **Customer Provided Equipment.** APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), the Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

c. **Unforeseen Condition.** The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

d. **Use of Right-of-Way.** To the extent that the APC Activities may require the use the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

e. **Operation During Construction and Installation.** Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

15. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

16. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

If to Customer:

Attn:
Email:

17. Taxes. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

18. Immigration Law Compliance.

- a. APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").
- b. APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date").

20. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

21. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives

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and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

22. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Selma

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company ("APC") and the City of Selma (the "Customer") agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) ("Agreement") shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the "Premises Exhibit Effective Date").

1. **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
2. **Deliverables:** APC's Services provided to the Customer shall include the following Deliverables:
 - Install and maintain Thirty-three (33) Axis P3245-LVE 1080p HD fixed dome cameras with 30-day storage on either provided server or SD card and associated equipment
 - Install and maintain Three (3) Axis Q6010 1080p HD 360° fixed camera with 40x zoom pan, tilt zoom cameras with 30-day storage on either provided server or SD card and associated equipment
 - Install and maintain Four (4) Axis P3717-PLE 1080p HD fixed dome cameras with 30-day storage on either provided server or SD card and associated equipment
 - Install and maintain One (1) Server and associated equipment, Genetec Security Center Video Management System (VMS) and associated subscriptions/fees
 - Provide and maintain wireless point to point backhaul and associated equipment at each property
 - Customer to provide broadband internet connection at buildings and cellular SIM cards for remote cameras for remote monitoring and health monitoring

3. **Payment Schedule:**

Months **	Service Cost	Estimated Regulated Cost *	Monthly Cost *
1-60	\$6,204.58	\$632.00	\$6,836.58

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above. In addition, APC reserves the right to apply an annual increase in the Service Cost of up to 3% to reflect increases in provider costs as described in Section 9(a) and 9(b) above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

4. **Content.** Local storage on-premises has been selected to store the video content. The Customer will be responsible for housing and for protecting and securing the on-premise server equipment. Cloud storage has been selected to store the license plate recognition camera content. The Customer will be able to view content from an internet connected device and web browser.
5. **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other sub vendors:
 - a. **Genetec (Video Management System)**
 - b. **ISO Networks (Integrator)**
6. **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment will result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Selma

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____