

CITY OF SELMA
WE ARE TOGETHER



STEPHANIE MENIFEE
DIRECTOR,
PUBLIC BUILDINGS

DANIELLE WOOTEN
DIRECTOR,
PLANNING &
DEVELOPMENT

KENTA FULFORD
CHIEF,
POLICE DEPARTMENT

TERRI BARNES-SMITH
TREASURER,
FINANCE DEPARTMENT

MAYOR'S REPORT **COUNCIL MEETING**

April 25, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: WEDNESDAY, APRIL 19, 2023

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report

Submitted on April 19, 2023
Council Meeting April 25, 2023
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. Budget Amendment – Terri Barnes-Smith, Treasurer, Finance Department
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Request to Adjust Budget Line Items
 - D. Explanation of Budget Amendments

2. Budget Amendment Fund 108 – Terri Barnes-Smith, Treasurer, Finance Department
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. FY 23 Budget Allocation – Alabama Trust Funds
 - D. Copy of Check #7444476
 - E. Capital Improvement Trust Funds 2022 Letter

3. Purchase of AC Unit for Performing Arts Center – Stephanie Meniffee, Director, Public Buildings
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Klimate Kontrol Proposal
 - D. Air Pro Proposal
 - E. Affordable Heating, Air & Appliance Repair Estimate

4. Trikke Tech Inc. – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Purchase Requisition
 - D. Trikke Tech Invoice

SELMA-AL.GOV

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

Mayor's Report cont.

Submitted on April 19, 2023

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5. Dallas Avenue Emergency Sanitary Sewer Declaration – Meredith Hogg-Stone, Engineer, Hogg Stone Engineers, Inc.
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Picture of Project Location
 - D. Tri County Construction Cost Estimate

6. Authorization to Approve Professional Services Agreement with Pyro Shows of Alabama, Inc. - Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R147-22/23)
 - C. Pyro Shows of Alabama Contract Agreement

7. Approval of Agreement between the City of Selma and the State of Alabama for the Welcome Center Parking Infrastructure Project – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R149-22/23)
 - C. Preliminary Engineering and Construction Agreement for a Federal Aid Project

8. Authorization to Partner with Black Belt Benefit Group Bike Dock Project – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R151-22/23)
 - C. Public Works Stand Packet

9. Authorization to Approve Agreement between the City of Selma and the U.S. Department of Housing and Urban Development Economic Development Initiative, Community Project Funding for the Riverfront Multiplex – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R160-22/23)
 - C. Grant Award Letter
 - D. FY 2023 Community Project Funding Grant Agreement

10. Selma Historic Development Commission Appointments
 - A. Memorandum to Council
 - B. Resolution (R159-22/23)
 - C. Resolution (R161-22/23)
 - D. Resolution (R162-22/23)
 - E. Resolution (R163-22/23)

Mayor's Report cont.

Submitted on April 19, 2023

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

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

- 13. Citywide Camera System**

- 14. Budget Negotiations Update**

- 15. Personnel Manual Update**

Announcements:

1

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 19, 2023
Re: **Budget Amendment**

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: April 18, 2023
Re: Budget Amendment

It is my recommendation to make the following budget amendments in the General Government and Utilities to cover unexpected and unbudgeted expenses and in Public Building to cover needed repairs in the amount of \$339,200.00 from use of excess revenue (1-4000 48310) See attachments.

I ask for a favorable response to approve the amendment.

tbs

City of Selma

Request To Adjust Budget Line Items

TO: Finance Department
 DEPT HEAD/COUNCIL: General Government and Public Building
 DEPARTMENT/WARD: General Government and Public Building
 Please transfer funds from/to the accounts and in the amounts listed below for the following reason:
 Purpose of Transfer: To budget funds to cover deficits in general government and public buildings line items.

Account Name	"To" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of	
						Transfer	
Bond Insurance	1-6000 51009	\$ 1,500.00	\$ 4,697.00	\$ (3,197.00)	\$ 3,200.00	213.3%	
Workers Compensation	1-6000 51011	\$ 195,000.00	\$ 304,585.40	\$ (109,585.40)	\$ 150,000.00	76.9%	
Bank Charges	1-6000 51025	\$ 3,680.00	\$ 21,898.17	\$ (18,218.17)	\$ 41,000.00	1114.1%	
Building Maintenance	1-6022-51036	\$ -	\$ 32,532.73	\$ (32,532.73)	\$ 75,000.00	0.0%	
Telephone Expense	1-6400 53800	\$ 150,000.00	\$ 193,390.92	\$ (43,390.92)	\$ 70,000.00	46.7%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
TOTAL					\$ 339,200.00		

Transfer Request "FROM" Accounts							
Account Name	"From" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of	
Use of excess revenue	1-4000 48310	\$ -	\$ -	\$ -	\$ 514,700.00	0.0%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
		\$ -	\$ -	\$ -	\$ -	0.0%	
TOTAL					\$ 339,200.00		


 Department Head Signature
 Date 4/18/23

 Date 18 Apr 23

Treasure Approval _____ Date _____

Mayor Approval _____ Date _____

City of Selma Alabama
Explanation of Budget Amendments

Bond Insurance		Under budget. Additional individuals bonded
Worker Compensation	16,353.45	Under budget. Approximate average per month. \$75,743.00 due after yearly audi
Bank Charges	3,664.00	Under budget .Approximate Average per month
Building Maintenance		Was not originally budgeted in FY 22
Telephone Expense	4,123.00	Under budget. Approximate average per month

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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: April 19, 2023
Re: **Budget Amendment Fund 108**

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 
Date: April 18, 2023
Re: Budget Amendment Fund 108 – Alabama Trust Fund

It is my recommendation to approve the FY 23 budget allocation of oil/lease funds received on April 14, 2023. See attachments.

I ask for a favorable response to approve the amendment.

tbs

City of Selma
FY 23 Budget Allocation
Alabama Trust Fund

Account #	Description	FY 22 Carryover Revenue at 4/18/2023	FY 23 Allocation	FY23 Total Available Allocation
Revenues:				
108-4000-44200	State Trust Fund - Oil Lease		167,156.43	167,156.43
108-4000- 49100	Use of excess revenue (FY 22 Carry over- Bank Bal at 4/18/23)	\$ 856,804.65	\$ -	856,804.65
	Total Revenues	\$ 856,804.65	\$ 167,156.43	\$ 1,023,961.08

Account #	General Government	FY 22 Unspent Allocation at 4/18/23	FY 23 Allocation	FY23 Total Available Allocation
Expenses:				
108-6000-52070.0	Discretionary Oil Lease - Mayor	\$ 93,591.00	\$ 16,715.64	110,306.64
108-6000-52070.1	Discretionary Oil Lease- Ward 1	\$ 92,041.00	\$ 16,715.64	108,756.64
108-6000-52070.2	Discretionary Oil Lease- Ward 2	\$ 106,261.00	\$ 16,715.64	122,976.64
108-6000-52070.3	Discretionary Oil Lease- Ward 3	\$ 75,262.50	\$ 16,715.64	91,978.14
108-6000-52070.4	Discretionary Oil Lease- Ward 4	\$ 97,641.00	\$ 16,715.64	114,356.64
108-6000-52070.5	Discretionary Oil Lease- Ward 5	\$ 38,979.00	\$ 16,715.64	55,694.64
108-6000-52070.6	Discretionary Oil Lease- Ward 6	\$ 5,872.00	\$ 16,715.64	22,587.64
108-6000-52070.7	Discretionary Oil Lease- Ward 7	\$ 22,890.00	\$ 16,715.64	39,605.64
108-6000-52070.8	Discretionary Oil Lease- Ward 8	\$ 136,891.00	\$ 16,715.64	153,606.64
108-6000-52070.9	Discretionary Oil Lease- Council Pres	\$ 68,041.00	\$ 16,715.64	84,756.64
	Total Expenses	\$ 737,469.50	\$ 167,156.40	\$ 904,625.90
	Net Surplus (Deficit)	\$ 119,335.15	\$ 0.03	\$ 119,335.18

STATE OF ALABAMA
 Department of Finance - Office of State Comptroller
 Montgomery, AL 36130-2602

7444476

BANK CODE : 05
CATEGORY : 904

VENDOR : VC000111447

WARRANT NUMBER : 1030320570
WARRANT DATE : 04/12/2023

PAYMENT DOCUMENT

CD	DEPT	ID	INVOICE NUMBER	INV.LN NO.	INV.DT	DESCRIPTION	AMOUNT
GAX31	930	239040406447	CIMP20230406		04/06/2023	City Gov Capital Improve	167,156.43

Page TOTAL :	167,156.43
TOTAL :	167,156.43

7444476



State of Alabama
 Department of Finance
 Office of State Comptroller
 Montgomery, Alabama 36130-2602

Warrant Number
1030320570

Date of Issue	Net Amount
04-12-2023	\$*****167,156.43

One Hundred Sixty Seven Thousand One Hundred Fifty Six And 43/100 Dollars.....

PAY TO THE ORDER OF:
 City Of Selma
 P O Box 450
 Selma AL 36701

VOID AFTER ONE YEAR

Kathleen D. Baxter
 STATE COMPTROLLER

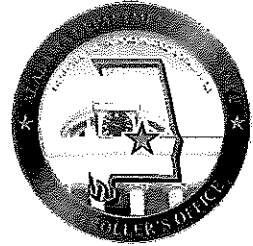


Kay Ivey
Governor

Bill Poole
Finance Director

STATE OF ALABAMA
Department of Finance
Office of the State Comptroller


100 North Union Street, Suite 220
Montgomery, Alabama 36130-2602
Telephone (334) 242-7063 Fax (334) 353-0442
www.comptroller.alabama.gov



Kathleen D. Baxter, PhD, CGFM, CPM
State Comptroller

Michael G. Hudson, CGFM
Deputy State Comptroller

TO: All Mayors

FROM: Kathleen D. Baxter
State Comptroller 

DATE: April 12, 2023

SUBJECT: Capital Improvement Trust Fund 2022

Enclosed is a state warrant representing your municipality's share of the earnings from the Alabama Trust Fund for the fiscal year ended September 30, 2022, according to Section 219.02 of the *Constitution of Alabama, 2022* (formerly, Amendment 856 of the *Alabama Constitution of 1901*).

The total amount to be distributed to the municipalities from that fund is \$16,918,957.41 this year. Also included in this warrant is your municipality's share of the income to be distributed from the County and Municipal Government Capital Improvement Trust Fund, for the fiscal year ending 2022. The amount shared in that Trust Fund was \$24,408,900.08, of which one-half (\$12,204,450.04) is to be distributed to the counties and one-half to the municipalities.

Section 219.05 of the *Constitution of Alabama, 2022* (formerly, Section 11-66-6, *Code of Alabama, 1975*, as amended), identifies the purposes for which your county may use these funds. Section 11-66-6, *Code of Alabama, 1975* states that "Each municipality shall upon receipt of its share deposit same in a special account and shall not commingle such funds with other revenues of the municipality. The share of each municipality shall be expended solely for capital improvements and the renovation of capital improvements determined by the municipal governing body. The governing body of each municipality may use such share to finance bond or warrant issues for capital improvements and the renovation of capital improvements and may pledge such share to retire the principal and interest of such bonds or warrants".

Interpretations of the above referenced constitutional amendment and statute, or questions regarding the use of these funds should be directed to your legal counsel.

KDB/rch

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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: April 19, 2023

Re: **Purchase of AC Unit for Performing Arts Center**

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
PUBLIC BUILDINGS DEPARTMENT

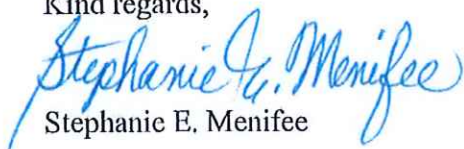
Stephanie Menifee
Public Buildings Director

PHONE (334) 874-2145
E-MAIL smenifee@selma-al.gov

To: Mayor James Perkins, Jr.
From: Stephanie Menifee, Public Buildings Director
Date: April 3, 2023
Re: Purchase of 1 AC Unit- Performing Arts Centre

The Public Buildings Department is requesting to replace 1 A/C unit at the Performing Arts Centre front reception area. Please consider the purchase of 1(one) 7.5 ton 208/230 3-Phase Rooftop Gas Package Unit for The Performing Arts Centre from the account # 1-6022-51036(Building Maintenance & Repairs). The amount to replace and install the unit is \$11,450. Enclosed are three quotes from different vendors. The vendor with the lowest bid is Klimate Kontrol Heating & Air. Included in the quote is a 1(one) year warranty on all parts and a 5 year on compressor. We are asking for a favorable vote in this matter.

Kind regards,


Stephanie E. Menifee



March 31, 2023

To: City of Selma
222 Broad Street
Selma, AL 36701

Subject: HVAC Proposal – City of Selma Performing Arts Center
1000 Selma Avenue
Selma, AL 36701

Quote to Replace (1) 7.5-ton 208/230 3-Phase Rooftop Gas Package Unit.

Price Includes:

- **Equipment**
- **Labor to Install**

- **5-Year Parts Warranty**
- **1-Year Labor Warranty**

Total Job Price: \$11,450.00

Please, give me a call at **(334) 419-1781** if you have any questions or would like additional information.

Sincerely,
Chris Strickland
Klimate Kontrol Heating & Air

Dispatch No. **29727**

Truck No.

MATERIAL LIST

29727

161 Preserve Drive
Selma, AL 36701

334-877-3451 • License No. 04143



DISPATCH NO.

TRUCK NO.

JOB PHONE

DATE

3/30/23

JOB LOCATION

Performing Arts

CITY

Theater Front Lobby Area

OCCUPANT'S NAME

OWNER'S NAME

City of Selma

OWNER'S PHONE

ADDRESS

P.O. Box 450

BUSINESS PHONE

CITY, STATE, ZIP

Selma AL 36702-0450

DESCRIPTION OF WORK

Install roof top 7.5 ton Carrier gas package unit (3-phase 208/230) complete with A/C electrical gas piping + duct connections Note: Equipment will have 5 year warranty on compressor + 1 year warranty on all parts NOTICE: price includes crane rental

PERMIT

YES NO

I hereby authorize the work described above and agree to the terms and conditions as stated herein. I recognize that aged and deteriorated plumbing fixtures, mechanical equipment, piping, and appurtenances may no longer be serviceable, and I agree to hold Air Pro blameless for any damage or destruction to those items as a result of these conventional repair efforts. I agree to pay for all work, goods, and services received, and hereby further authorize Air Pro to bill any of my credit card(s) for the goods and/or services being provided, and I agree to perform the obligations set forth in the applicable card holder agreement with the credit card issuer. A service charge of 1.5% per month will be charged on all balances 30 days or more past due. NOTICE: If default is made in payment, customer gives Air Pro permission to repossess any parts or equipment installed by Air Pro, whether attached to or detached from the home and customer waives all rights of exemption and agrees to pay all costs of collection, including a reasonable attorney's fee if payment is not made in full within 90 days.

SIGNATURE X

REMOVE SCRAP LEAVE SCRAP

PLEASE PAY FROM THIS INVOICE - NO STATEMENT RENDERED

PAID BY

Cash Check No. _____ Visa MasterCard Discover

CC # or DL #

Service Technicians Signature _____

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)

X

WARRANTY

ALL MATERIAL AND WORKMANSHIP SUPPLIED BY AIR PRO IS WARRANTED FOR:

TRUCK TRIP	
PROPOSAL #1	
PROPOSAL #2	
PROPOSAL #3	
PROPOSAL #4	
TOTAL JOB	
LESS COUPON	
LESS DEPOSIT	
AMOUNT DUE	\$15,250.00

MODEL NO.

SERIAL NO.

IS JOB COMPLETE? YES NO

ENVIRONMENTAL CHECK LIST

I hereby attest that I have received the above materials.

WORK PERFORMED

QTY

TYPE / DISPOSITION

RETURNED

QTY

TYPE / DISPOSITION

DISPOSAL

QTY

TYPE / DISPOSITION

STICKERS & VALVE TAGS

YES NO

TECHNICIAN'S SIGNATURE

DATE

WARRANTY CONTRACT SERVICE CONTRACT

NORMAL RES. COMM.

MEGAWATT READING

White - Customer

Pink - Office

Yellow - Office



Affordable Heating, Air & Appliance Repair

CD Maxwell Sr-Owner AL CERT 16120

5477 Hwy 80 East

Selma, Alabama 36701

334-412-5623

chasmax66@gmail.com

0484

Invoice

SOLD TO <i>CITY OF Selma</i>		SHIPPED TO	VIA
ADDRESS <i>PERFORMING ARTS</i>		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS <i>ESTIMATE</i>	F.O.B.	DATE <i>04-17-23</i>
--------------------	---------	--------------------------	--------	-------------------------

Description	Quantity	Unit Price	Total
<i>7.5 TON TRANE GAS PACKAGE</i> <i>120000 BTU FURNACES</i>			<i>13800⁰⁰</i>
<i>INSTALLATION</i>			<i>2500⁰⁰</i>
			<hr/>
			<i>16300⁰⁰</i>

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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: April 19, 2023
Re: **Trikke Tech Inc.**

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

MEMO

April 18, 2023

To: Selma City Council
From: Kenta K. Fulford, Chief of Police 

RE: Trikke Purchase

After speaking with Mr. Thompson concerning adding the Trikkes to the Community Policing Grant, we were under the impression that they could be purchased. Trikke stated to us that they did not have to wait on a Purchase Order, but would take our word and shipped the Trikkes. After receiving the Trikkes and training, it was brought to our attention that we could not use the funding after all. I am requesting your favorable vote in using the account number provided to pay for the Trikkes and Training that we have received.

Cc: James Perkins Jr., Mayor

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.

REORDER	Trikke Tech Inc. 132 Easy st suite D1 Buellton, CA 93427 US info@trikke.com www.trikkemobility.com
----------------	--

SHIP TO	Selma Police Department 1300 Alabama Ave. Selma, AL 36701
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INVOICE	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
4/11/2023	Net	SELMA, ALABAMA	

DATE DELIVERY REQUIRED	FOR	DEPARTMENT
		Selma Police Department

QUANTITY	Item #	DESCRIPTION	UNIT PRICE	PRICE
INVOICE #4701				
3		Defender 60V Police POSI. TRON	\$9,970.00	\$29,910.00
2		Frame Defender 2021- WHITE	\$0.00	\$0.00
1		Frame Defender 2021- BLACK	\$0.00	\$0.00
1		Master Instructor Certification- 3 day course	\$3,000.00	\$3,000.00
3		Battery, Lithium ion 60V 24.5Ah 1470Eh- SPARE	\$0.00	\$0.00
			Subtotal	\$32,910.00
			Tax	
			Shipping	\$800.00
			Total	\$33,710.00

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

Purchasing Agent

REQUISITION


NO. 23 - 0804

PAYMENT


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



 DEPARTMENT HEAD

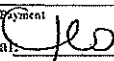


 Department Head



 Date

Fund	6100 Dpt.	50155 Acct. No.	
Budgeted	<u>94,000.00</u>	<u>68,888.13</u> Unencumbered	(Before This Order)

Amount of Payment _____
 Approval:  17 Apr 23

Trikke Tech Inc.

132 Easy st suite D1
Buellton, CA 93427 US
info@trikke.com
www.trikkemobility.com



INVOICE

BILL TO
Selma Police Department
1300 Alabama Avenue
Selma, AL 36703 USA

SHIP TO
Selma Police Department
1300 Alabama Avenue
Selma, AL 36703 USA

SHIP DATE 12/29/2022
SHIP VIA LTL Freight
TRACKING# 32200204256

INVOICE 4701
DATE 11/22/2022
TERMS Due on receipt
DUE DATE 11/22/2022

DESCRIPTION	QTY	RATE	AMOUNT
Defender 60V Police POSI.TRON: heavy-duty foldable aluminum frame; full suspension; high performance 3-wheel electric drive system; 1470Wh quick-swap Lithium-ion battery with charger; all wheel hydraulic disc brakes; complete lighting system with dual headlights, tail lights, brake lights, turn signal; 5 ultra-bright flashing lights; 3-tone police siren; gear bag; phone holder; USB Charger, rear view mirrors, reflective POLICE lettering.	3	9,970.00	29,910.00T
Frame Defender 2021 - WHITE	2	0.00	0.00T
Frame Defender 2021 - BLACK	1	0.00	0.00T
Master Instructor Certification - Train the Trainer Instruction, and Light Duty & Ongoing Maintenance Instruction - 3 day course	1	3,000.00	3,000.00
Battery, Lithium ion 60V 24.5Ah 1470Wh - SPARE	3	0.00	0.00T

Serial Numbers:
USA T8HD 000517
USA T8HD 000534
USA T8HD 000535

SUBTOTAL	32,910.00
TAX	0.00
SHIPPING	800.00
TOTAL	33,710.00

Good morning, I would like to have the blue/ red light package. Thanks

BALANCE DUE \$33,710.00

5

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: April 19, 2023

Re: **Dallas Avenue Emergency Sanitary Sewer Declaration**

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

MEMO

April 17, 2023

TO: Hon. James Perkins, Jr., Mayor
City of Selma

RE: Dallas Avenue Emergency Sanitary Sewer Declaration

Dear Mayor Perkins,

I am asking the Selma City Council to declare an Emergency for the sanitary sewer replacement on Dallas Avenue (see attached map of exact location). Below explains the background, procurement process, the scope of work and the funding source for this project. Work on this project has not begun.

- **Background:** An existing 8-inch concrete sanitary sewer main running northwest under Dallas Avenue (SR22) is seriously deteriorated and needs to be replaced. Sanitary sewer produces hydrogen sulfide gases which will cause concrete pipe to deteriorate and essentially crumble. This issue has caused sanitary sewer backups at 206 West Dallas Avenue and 702 West Dallas Avenue. A 12" sanitary sewer main is located across the highway, north of these residences. The sewage from the above-mentioned residences is carried through an 8" concrete sanitary sewer main under Dallas Avenue. It is the 8" sanitary sewer main that is seriously deteriorated. The Alabama Department of Transportation (ALDOT) has to give their approval on the construction method because the work that will take place is located along a State Highway (SR22). Several construction methods were presented to ALDOT. The first method presented was an open cut method. That method involved open cutting across Dallas Avenue and completely replacing the deteriorated concrete pipe with new PVC pipe. ALDOT would not approve a utility permit to open cut across their Highway. The second method presented was a cured-in-place (CIPP) lining method. The CIPP lining method involved inserting a liner into the existing sanitary sewer main. That alternate required two (2) point repairs to be performed in the right-of-way on each side of Dallas Avenue. ALDOT denied that alternate. After several discussions and a meeting with ALDOT on site (January 10, 2023), it was determined that the best solution would be to directional bore a new sanitary sewer main under Dallas Avenue. ALDOT stated they would allow the directional bore. This needs to be declared an emergency due to raw sewage backing up in residences which is a public health

hazard along with the integrity of Dallas Avenue as well as a hazard to the traveling public on Dallas Avenue.

- **Procurement Process:** Tri-County Construction was called on January 6, 2023 to by-pass pump the raw sewage that was backing up at 702 West Dallas Avenue. They were able to temporarily by-pass pump the raw sewage. Due to the specialized nature of directional boring and the emergent need to fix this issue, more than one (1) contractor was not solicited. A directional bore sub-contractor will be used by Tri-County Construction to perform the directional bore. Tri-County Construction will dig the bore pit, perform the manhole tie ins, and aide the directional bore sub-contractor.
- **Scope of work:** Replace approximately 80 LF of existing 8" concrete sanitary sewer main by directional bore method. A bore pit in the ROW would be set up on the south side of Dallas Ave. In order to perform the directional bore, the existing sanitary sewer manhole on the southside will have to be replaced. A directional drill will be used to bore from the location of the new manhole to the existing manhole on the north side of Dallas Ave. Once the bore is complete, an 8" DR9 HDPE pipe will be inserted in the location of the existing pipe and tied into both manholes.
- **Funding:** This project will be funded by the ADEM CWSRF remaining funds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,
HSA Engineers, Inc.



Meredith Hogg-Stone, P.E.



SANITARY SEWER LINE TO BE REPLACED

22

DALLAS AVENUE (SR22)

CRESCENT HILL DRIVE

DALLAS AVE

22

Park



2525 US Highway 80 W • Selma, AL 36701 • Phone: 334-875-4202 • Fax: 334-875-9079

April 19, 2023

City of Selma

RE: Dallas Ave

The following price includes labor, material and equipment to bore Dallas Avenue:

- Install 100LF of 6" DR9 HDPE gravity sewer main (directional drill)
- Install 1 new manhole
- Tie into existing manhole
- Traffic Control
- Bypass pumping

TOTAL: \$87,500.00

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: April 18, 2023

Re: **Authorization to Approve Professional Services Agreement with Pyro Shows of Alabama, Inc.**

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 R147-22/23
AUTHORIZATION TO APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH PYRO SHOWS OF ALABAMA, INC

WHEREAS, the City of Selma enters into an agreement with Pyro Shows of Alabama, Inc to produce the fireworks display for the 2023 Independence Day Celebration; and

WHEREAS, The City solicited quotes from several professional production companies and determined Pyro Shows of Alabama, Inc to be the most responsible offer as the company has successfully, safely and cost-effectively provided firework performances to the City;

WHEREAS, Pyro Shows of Alabama, Inc agrees to produce a specialized pyro show for an amount not to exceed fifteen thousand nine hundred dollars \$15,900 in accordance with state and federal regulations; and

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

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

on this the 25th day of April 2023.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

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

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

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereina er referred to as "Show", pursuant to the project/sales order # 2023 AL 7-01-Custom-15900-000015 dated . The Show will be given on July 2, 2023. Rain date/postponement date: Rain Date Selected September 2, 2023.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execu on of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available op ons are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduc on in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall no fy Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fi y (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writtng by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

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

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Selma shall pay PYRO SHOWS \$ 15,900.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 15,900.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 7,950.00) upon return of signed contract by N/A 0, 0. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

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

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

**PYRO SHOWS OF ALABAMA, INC.
Contract Agreement**

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

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

PYRO SHOWS OF ALABAMA, INC.

BY: _____ **DATE:** _____

Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____

Signature

Printed Name

Title

WARRANTY EXCLUSIONS

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

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

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

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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: April 19, 2023

Re: **Approval of Agreement between the City of Selma and the State of Alabama for the Welcome Center Parking Infrastructure Project**

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

I ask for your favorable consideration and vote.

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

JPJ/dt

RESOLUTION R149-22/23

APPROVAL OF AGREEMENT BETWEEN CITY OF SELMA AND THE STATE OF ALABAMA FOR THE WELCOME CENTER PARKING INFRASTRUCTURE PROJECT

WHEREAS, the City desires to enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for the Federal Lands Access Program (FLAP) to fund the Federal Highway Administration Project No. FLAP CPMS Ref#100076588 and 100076589, and

WHEREAS, the project is a collaboration intended to improve access for visitors to the federally operated Selma Interpretive Center and city owned Welcome Center facilities with parking infrastructure improvements to include paving, striping, markings, landscaping, lighting, and/or sidewalks at the Broad Street lot; and

WHEREAS, the Federal Highway Administration (FHWA) Federal Lands Access Program (FLAP) program funds safe and adequate transportation access to and through Federal Lands for visitors, recreationists, and resource users. The FLAP supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators; and

WHEREAS, the total cost of the project is estimated at a total of seven hundred and ninety thousand dollars (\$790,000.00) with a contingency match of eighty thousand dollars (\$80,000.00) which was allocated in the FY2023 grant match budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to enter into an agreement with the Alabama Department of Transportation for the purpose of funding this project for the above funding amounts as well as the match totals. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

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

on this the 25th day of April, 2023.

WARREN BILLY YOUNG, President

ATTEST:

IVY HARRISON, CLERK

APPROVED:

JAMES PERKINS, JR., Mayor

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF SELMA
Dallas County**

**Project No. FLAP-FLAP()
CPMS Ref# 100076588 & 100076589**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Selma, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the parking lot improvements (paving, striping, markings, landscaping, lighting, and sidewalks) at the Selma Welcome Center on Broad St.; Project# FLAP-FLAP(); CPMS Ref# 100076588 and 100076589.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Lands Access Program (FLAP) funds at the time of authorization. FLAP funds shall be limited to \$790,000.00 for this project. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in FLAP funds or overrun in project costs will be borne by the City from City funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 100% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal FLAP Funds	\$ 64,160.00
City Funds	\$ 0

TOTAL	\$ 64,160.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal FLAP Funds	\$ 725,840.00
City Funds	\$ 0

TOTAL (Incl E&I)	\$

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but

not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest,

or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Selma, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Selma as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Parking lot improvements (paving, striping, markings, landscaping, lighting, and sidewalks) at the Selma Welcome Center on Broad St.; Project# FLAP-FLAP(); CPMS Ref# 100076588 and 100076589.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Selma, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

8

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: April 19, 2023

Re: **Authorization to Partner with Black Belt Benefit Group Bike Dock Project**

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

I ask for your favorable consideration and vote.

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

JPJ/dt

RESOLUTION R151-22/23
AUTHORIZATION TO PARTNER WITH BLACK BELT BENEFIT GROUP
BIKE DOCK PROJECT

WHEREAS, Blackbelt Benefit Group (BBG) is a local nonprofit that has the ultimate goal of an energetic, revitalized Blackbelt that all people are proud to call home; and

WHEREAS, BBG objectives include uniting all Selmaians to build an inclusive and thriving community, activating underutilized spaces with creative activities; and working together, building relationships, and changing our community that support and encourage downtown development; and

WHEREAS, BBG seeks to partner with the City of Selma on the Bike Dock Project to promote livable and thriving outdoor experiences for pedestrian users within the downtown corridor for the following locations Gallery 905, Arts Revive Carneal Building, Selma Welcome Center, Charlie 'Tin Man' Lucas Studio, Lafayette Park, Selma Public Library, Dallas County Courthouse; and

WHEREAS, the City will approve the installation of the bike docks with simple and intuitive design that provides efficient, high security bike parking accommodating two bikes per dock for use of the community-at-large on or before September 30, 2023; and

WHEREAS, there is no cost to the City as Blackbelt Benefit Group will cover all associated cost of the materials, labor, and installation; and

WHEREAS, Blackbelt Benefit Group will collaborate with the Office of Planning & Development on design requirements for final review and approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to take any and all further actions necessary to carry out the intents and purposes of this Resolution on behalf of the City of Selma.

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

On this the 25th day of April, 2023.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

JAMES PERKINS, JR., MAYOR

APPROVED:

JAMES PERKINS, JR., MAYOR

DELUXE PUBLIC WORK STAND



SARIS
INFRASTRUCTURE



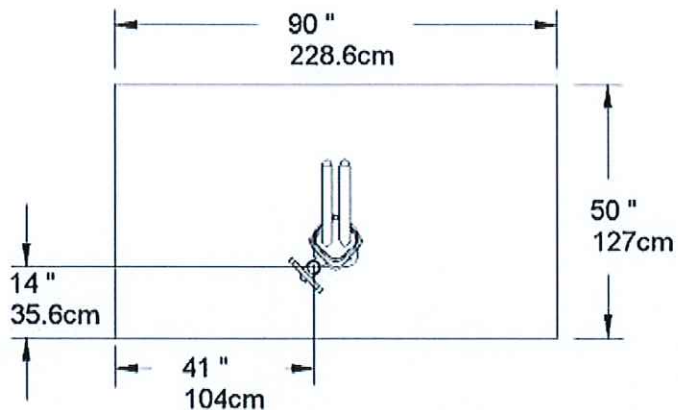
The Deluxe Public Work Stand puts the tools where the people need them — on the trails, near the streets, and in the bike rooms. Nine tools on retractable braided stainless steel cables brings durable, easy to use tools to the hands of cyclists. With a high quality vinyl decal, your branding stands out and reflects your commitment to the benefits of cycling.

Product Specifications

- Tools securely attach by retractable braided stainless steel cables
- Large surface area for custom branding/signage; optional Saris Infrastructure branding as shown is available by request
- Designed to directly interface with all three Saris Infrastructure High Security manual pumps and Wheel Chock attachments (sold separately)
- Long hose provides wide range of motion without touching the ground
- Impact and UV resistant front plate won't show wear and tear from pedal strikes
- ADA-compliant design

Deluxe Public Work Stand

Recommended Setbacks



- Minimum of 41" from side of Deluxe Public Work Stand to wall or other objects
- Minimum of 14" from back of Deluxe Public Work Stand to wall
- Minimum of 60" from an adjoining street or cycle path

Tools Included



- Philips & standard screwdrivers
- Steel core tire levers (2)
- Headset/pedal wrench
- 8/10mm cone wrench
- 9/11mm cone wrench
- Torx T-25
- Hex key set



Thick-walled DOM tubing;
TIG welded to laser-cut steel;
stainless steel aircraft cable



Powder Coat



Installation hardware
included



2 year
warranty



Made in
the USA

Dimensions

Model #	Description	Type of Mount	Weight	Length	Width	Height	Space Requirement
26347C	Powder Coat	Flange	84 lbs.	10"	10"	55"	See Back

Our Saris Infrastructure representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Saris Infrastructure 800.783.7257

www.sarisinfrastructure.com

Downloadable product resources available online:



CAD Files



SketchUp Files



Written Specs



Photos

BIKE DOCK



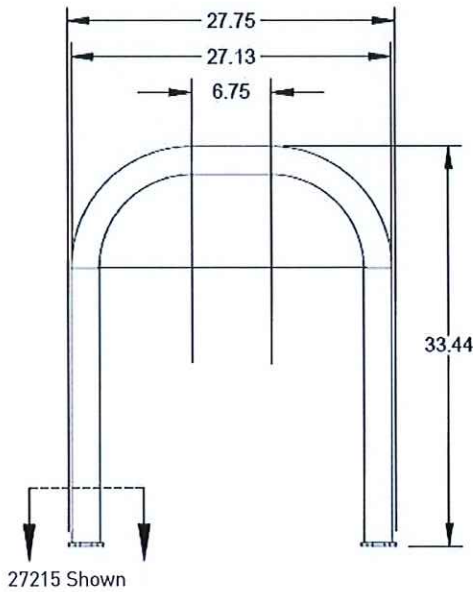
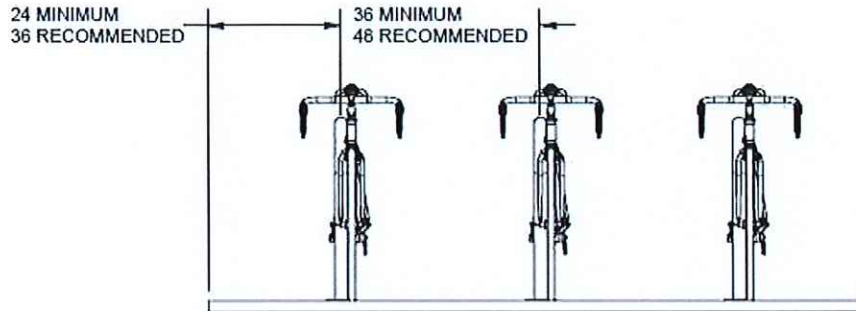
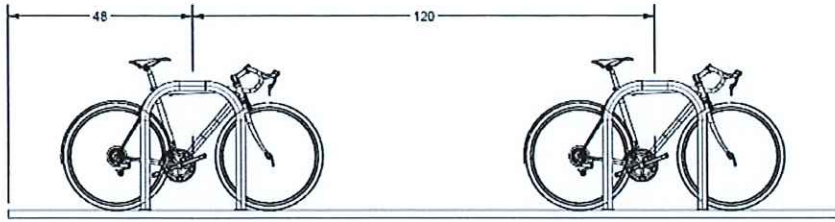
The Bike Dock is a simple and intuitive design that provides efficient, high security bike parking. This bike rack accommodates two bikes, supporting them at two points and allowing u-lock compatibility of both the wheel and bike frame. One of most popular bike racks in the world.

Product Specifications

- 2 3/8" OD Schedule 40 pipe – larger diameter pipe leaves less space between the lock and rack, which provides better security
- Accommodates two bikes
- Offers 2 points of contact for bike security
- Meets APBP bike parking guidelines

Bike Dock

Recommended Setbacks



2 bikes



2.375" Schedule 40 pipe



Powder Coat



Anchor Kit: 26270



1 year warranty



Made in the USA

Anchors must be purchased separately



Flange Mount

Dimensions

Model #	# Bikes	Type of Mount	Weight	Length	Height	Width
			2.375"			
27215	2	Flange	26 lbs.	27.75"	33.44"	5.25"

Our Saris Infrastructure representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Saris Infrastructure 800.783.7257

www.sarisinfrastructure.com

Downloadable product resources available online:



CAD Files



SketchUp Files



Written Specs



Photos

9

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: April 19, 2023

Re: **Authorization to Approve Agreement between the City of Selma and the U.S.
Department of Housing and Urban Development Economic Development Initiative,
Community Project Funding for the Riverfront Multiplex**

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 R160-22/23
AUTHORIZATION TO APPROVE AGREEMENT BETWEEN THE CITY OF SELMA
AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
ECONOMIC DEVELOPMENT INITIATIVE, COMMUNITY PROJECT FUNDING FOR
THE RIVERFRONT MULTIPLEX

WHEREAS, the City of Selma (hereinafter called the “City”) desires to enter an agreement the U.S. Department of Housing and Urban Development (HUD), Economic Development Initiative (EDI) to fund the Riverfront Multi-plex Public Facility project; and

WHEREAS, the City has been awarded funding in the amount of four million dollars (\$4,000,000.00) to complete phase 1 of the project for economic and community development activities, including site acquisition and preparation, architectural, engineering, and assessment services, capital infrastructure, and/or construction for the new multi-purpose public facilities; and

WHEREAS, the project is expected to serve as a catalyst for revitalization in the Riverfront Development Area of the City of Selma where according to the Alabama Department of Transportation the downtown area sees 23,224 daily travelers resulting in over 8.4 million annual travelers; and

WHEREAS, the City agrees to manage the project and ensuring the proper use of the grant funds to include, but not limited to phase 1 completion of the project, grant closeout, and compliance with all applicable federal requirements; and

WHEREAS, the City has agreed to provide a contingency match in an amount not to exceed seventy-five thousand dollars \$75,000 to be paid from the second allocation of State and Local Fiscal Recovery Funds (SLFRF).

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

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

on this the 25th day of April, 2023.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Danielle Wooten
City of Selma
222 Broadway St.
Selma, AL 36701
Email: dwooten@selma-al.gov

Dear Wooten:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	City of Selma
Project:	Selma Riverfront Multiplex
Amount:	\$4,000,000
Grant Number	B-23-CP-AL-0024

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’**¹
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Porchia Smith, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Porchia Smith is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:

FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-AL-0024**

Grantee Name: City of Selma

Grantee Address: 222 Broad St. Selma, AL 36701

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-AL-0024

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Selma (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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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: April 19, 2023

Re: **Selma Historic Development Commission Appointments**

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
R159-22/23
APPOINTMENT OF BRENDA POWELL TO THE SELMA HISTORIC
DEVELOPMENT COMMISSION IN ACCORDANCE WITH
CITY OF SELMA CODE OF ORDINANCES DIVISION 18

WHEREAS, per Section 2-256(a) of the Selma Municipal Code, the historic commission shall be composed of nine (9) members appointed by the mayor and ratified by the city council. All members shall be residents of the City of Selma, Alabama, and shall be persons who have demonstrated training or experience in history, architecture, planning archaeology or law, or who shall be residents of a historic district and/or show a keen interest, experience and dedication to preservation; *and*

WHEREAS, members shall serve three-year terms, members may be reappointed. In order to achieve staggered terms, initial appointments shall be: Three (3) members for one (1) year; three (3) members for two (2) years; and three (3) members for three (3) years. Thereafter, the term of office of each member shall be three (3) years; *and*

WHEREAS, vacancies on the commission shall be filled by the persons nominated by the mayor and appointed by the city council. Such appointment shall be for the unexpired term of the member replaced. Members shall be eligible for reelection by the governing body to succeed themselves in office; a majority of the members of the commission shall constitute a quorum for the transaction of business. No vacancy in the membership of the commission shall impair the right of a quorum to exercise all of the powers and duties of the commission; *and*

WHEREAS, current members of the historic commission are as follows:

	Term Expiration
Charles Johnson, Sr., Chair	2026
Loretta Wimberly	2025
Abina Billups, Vice Chair	2027
Cindy Burton	2027
Linda Derry, Secretary	2026

WHEREAS, Mayor Perkins would like to appoint Brenda Powell to the commission to replace William Powell with a term ending July 13, 2023; and pro-actively re-appointing her to an additional three (3) year term ending July 13, 2026; *and*

WHEREAS, the commission shall elect any officers deemed necessary that may be vacant at the next regular meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that Mayor James Perkins, in his capacity as Mayor, hereby appoint Brenda Powell to the Selma Historic Development Commission.

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

The Municipality of Selma, Alabama

ATTEST:

Warren Young, *President*

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

RESOLUTION
R161-22/23
APPOINTMENT OF JOHNNIE LEASHORE TO THE SELMA HISTORIC
DEVELOPMENT COMMISSION IN ACCORDANCE WITH
CITY OF SELMA CODE OF ORDINANCES DIVISION 18

WHEREAS, per Section 2-256(a) of the Selma Municipal Code, the historic commission shall be composed of nine (9) members appointed by the mayor and ratified by the city council. All members shall be residents of the City of Selma, Alabama, and shall be persons who have demonstrated training or experience in history, architecture, planning archaeology or law, or who shall be residents of a historic district and/or show a keen interest, experience and dedication to preservation; *and*

WHEREAS, members shall serve three-year terms, members may be reappointed. In order to achieve staggered terms, initial appointments shall be: Three (3) members for one (1) year; three (3) members for two (2) years; and three (3) members for three (3) years. Thereafter, the term of office of each member shall be three (3) years; *and*

WHEREAS, vacancies on the commission shall be filled by the persons nominated by the mayor and appointed by the city council. Such appointment shall be for the unexpired term of the member replaced. Members shall be eligible for reelection by the governing body to succeed themselves in office; a majority of the members of the commission shall constitute a quorum for the transaction of business. No vacancy in the membership of the commission shall impair the right of a quorum to exercise all of the powers and duties of the commission; *and*

WHEREAS, current members of the historic commission are as follows:

	Term Expiration
Charles Johnson, Sr., Chair	2026
Louretta Wimberly	2025
Abina Billups, Vice Chair	2027
Cindy Burton	2027
Linda Derry, Secretary	2026

WHEREAS, Mayor Perkins would like to appoint Johnnie Leashore to the commission to replace Devon Gray with a term ending July 13, 2024; *and*

WHEREAS, the commission shall elect any officers deemed necessary that may be vacant at the next regular meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that Mayor James Perkins, in his capacity as Mayor, hereby appoint Johnnie Leashore to the Selma Historic Development Commission.

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

The Municipality of Selma, Alabama

ATTEST:

Warren Young, *President*

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

RESOLUTION
R162-22/23
APPOINTMENT OF MARVIN MAUL TO THE SELMA HISTORIC
DEVELOPMENT COMMISSION IN ACCORDANCE WITH
CITY OF SELMA CODE OF ORDINANCES DIVISION 18

WHEREAS, per Section 2-256(a) of the Selma Municipal Code, the historic commission shall be composed of nine (9) members appointed by the mayor and ratified by the city council. All members shall be residents of the City of Selma, Alabama, and shall be persons who have demonstrated training or experience in history, architecture, planning archaeology or law, or who shall be residents of a historic district and/or show a keen interest, experience and dedication to preservation; *and*

WHEREAS, members shall serve three-year terms, members may be reappointed. In order to achieve staggered terms, initial appointments shall be: Three (3) members for one (1) year; three (3) members for two (2) years; and three (3) members for three (3) years. Thereafter, the term of office of each member shall be three (3) years; *and*

WHEREAS, vacancies on the commission shall be filled by the persons nominated by the mayor and appointed by the city council. Such appointment shall be for the unexpired term of the member replaced. Members shall be eligible for reelection by the governing body to succeed themselves in office; a majority of the members of the commission shall constitute a quorum for the transaction of business. No vacancy in the membership of the commission shall impair the right of a quorum to exercise all of the powers and duties of the commission; *and*

WHEREAS, current members of the historic commission are as follows:

	Term Expiration
Charles Johnson, Sr., Chair	2026
Louretta Wimberly	2025
Abina Billups, Vice Chair	2027
Cindy Burton	2027
Linda Derry, Secretary	2026

WHEREAS, Mayor Perkins would like to appoint Marvin Maul to the commission to replace Clarence Walker, Sr. with a term ending July 13, 2027; *and*

WHEREAS, the commission shall elect any officers deemed necessary that may be vacant at the next regular meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that Mayor James Perkins, in his capacity as Mayor, hereby appoint Marvin Maul to the Selma Historic Development Commission.

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

The Municipality of Selma, Alabama

ATTEST:

Warren Young, *President*

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

RESOLUTION
R163-22/23
APPOINTMENT OF MARJORIE THOMAS TO THE SELMA HISTORIC
DEVELOPMENT COMMISSION IN ACCORDANCE WITH
CITY OF SELMA CODE OF ORDINANCES DIVISION 18

WHEREAS, per Section 2-256(a) of the Selma Municipal Code, the historic commission shall be composed of nine (9) members appointed by the mayor and ratified by the city council. All members shall be residents of the City of Selma, Alabama, and shall be persons who have demonstrated training or experience in history, architecture, planning archaeology or law, or who shall be residents of a historic district and/or show a keen interest, experience and dedication to preservation; *and*

WHEREAS, members shall serve three-year terms, members may be reappointed. In order to achieve staggered terms, initial appointments shall be: Three (3) members for one (1) year; three (3) members for two (2) years; and three (3) members for three (3) years. Thereafter, the term of office of each member shall be three (3) years; *and*

WHEREAS, vacancies on the commission shall be filled by the persons nominated by the mayor and appointed by the city council. Such appointment shall be for the unexpired term of the member replaced. Members shall be eligible for reelection by the governing body to succeed themselves in office; a majority of the members of the commission shall constitute a quorum for the transaction of business. No vacancy in the membership of the commission shall impair the right of a quorum to exercise all of the powers and duties of the commission; *and*

WHEREAS, current members of the historic commission are as follows:

	Term Expiration
Charles Johnson, Sr., Chair	2026
Louretta Wimberly	2025
Abina Billups, Vice Chair	2027
Cindy Burton	2027
Linda Derry, Secretary	2026

WHEREAS, Mayor Perkins would like to appoint Marjorie Thomas to the commission to replace Allen Reeves with a term ending July 13, 2025; *and*

WHEREAS, the commission shall elect any officers deemed necessary that may be vacant at the next regular meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that Mayor James Perkins, in his capacity as Mayor, hereby appoint Marjorie Thomas to the Selma Historic Development Commission.

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

The Municipality of Selma, Alabama

ATTEST:

Warren Young, *President*

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: April 19, 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: April 19, 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: _____