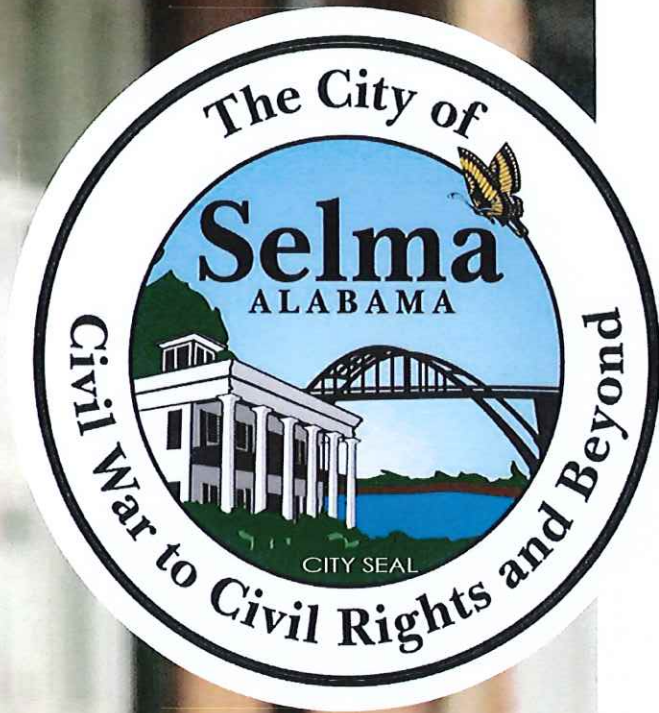


CITY OF SELMA

WE ARE TOGETHER



DANIELLE WOOTEN
DIRECTOR,
PLANNING &
DEVELOPMENT

KENTA FULFORD
CHIEF,
POLICE DEPARTMENT

HATWATHA MCGHEE
INTERIM DIRECTOR,
CODE ENFORCEMENT

MAYOR'S REPORT

COUNCIL MEETING

May 23, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: THURSDAY, MAY 18, 2023

   @selmacityhall

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report

Submitted on May 18, 2023
Council Meeting May 23, 2023
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

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

2. Declaration of Surplus of Unneeded Items – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Memorandum to Attorney Madison
 - C. Resolution (R172-22/23)
 - D. Itemized List of Items for Disposal

3. 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
 - E. Resolution(R168-22/23)

4. Authorization to Submit Application to Alabama Department of Transportation(ALDOT) Transportation Alternatives Program(TAP) – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R187-22/23)
 - C. FY 2024 Transportation Alternatives Set-Aside Program Application

SELMA-AL.GOV

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

5. Code Enforcement Case Management System, Hatwatha McGhee, Interim Director, Code Enforcement
 - A. Memorandum to Council
 - B. GOGov Order Form
 - C. Purchase Requisition

6. Selma Housing Authority Memorandum of Understanding
 - A. Memorandum to Council
 - B. Addendum to Memorandum of Understanding

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

8. Citywide Camera System
 - A. Memorandum to Council
 - B. Request for Proposals
 - C. Resolution (R188-22/23)

9. Budget Negotiations Update
 - A. Memorandum to Council

10. Purchase of Memorial Stadium and Bloch Park
 - A. Memorandum to Council
 - B. Attachment A
 - C. Attachment B

11. Selma Police Department Management
 - A. Memorandum to Council
 - B. Attachment A
 - C. Attachment B

Announcements:

Public Hearing for Spectrum – June 13, 2023

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: May 18, 2023
Re: **Trikke Tech Inc.**

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

I did not approve, nor do I support the way this transaction was done; and therefore make no recommendation to the city council for consideration and vote.

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

JPJ/dt




CITY OF SELMA, ALABAMA
POLICE DEPARTMENT

Kenta K. Fulford
Chief of Police

PHONE (334) 874-2120
E-MAIL kfulford@selma-al.gov

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

1300 Alabama Avenue
Post Office Box 450
Selma, AL 36702-0450

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
WE ARE **TOGETHER.**

MEMORANDUM

To: James Perkins, Jr., Mayor
Selma City Council

From: Danielle Wooten, Director, Planning & Development

Date: April 25, 2023

Re: Department of Justice Byrne Discretionary Grant_SPD Expenditures

Attached are the documents and communications shared with the Selma Police Department regarding the grant budget, allowable expenses, and procedures for budget modifications. On November 2, 2022 the Project Compliance Officer informed SPD Chief that no expenditures could be made at the time because the budget had not been entered into the system. The memorandum further stated that quotes for all equipment would need to be submitted prior to any purchase and that according to the DOJ Program Officer any items not originally listed in the grant would require submission to DOJ for approval of a budget modification request.

In accordance with the executed grant agreement all federal, state, and local procurement policies must be followed. Per Trike Tech. Inc, SPD Chief provided written authorization to the company to move forward with procurement of Invoice 4701 on November 22, 2022 despite approval of a budget modification from the Department of Justice, the execution of a valid purchase order by the Planning & Development and Finance Departments in accordance with local policy, and prior to the December 12, 2022 memorandum providing the budget as approved for expenditures specifically noting seaways as permitted.

Additionally, Chief Fulford communicated with the firm to schedule a master training class despite not hiring the specified personnel as required by the executed grant agreement and was advised by the Director and Compliance Officer in writing on December 27, 2022 that grant designated personnel must be hired prior to the implementation or use of grant funded equipment and/or training.

Should you have any questions, please contact the Office of Planning & Development, at 334- 874-2111 or dwooten@selma-al.gov.

Trikke Tech Inc.
 132 Easy st suite 01
 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

2

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: May 18, 2023
Re: **Declaration of Surplus of Unneeded Items**

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

I ask for your favorable consideration and vote.

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

JPJ/dt




CITY OF SELMA, ALABAMA
POLICE DEPARTMENT

PHONE (334) 874-2120

E-MAIL kfulford@selma-al.gov

Kenta K. Fulford
Chief of Police

To: Major Maddison, (City Attorney)
From: Kenta K. Fulford, (Chief of Police) 

Date: May 9, 2023

RE: Disposal of Items

Attached is a list of items located at the Selma Animal Shelter that need to be disposed of. We are requesting your assistance in drafting a resolution and/ or memo to start the process.

If there are any questions or concerns, please contact Lt. Evelyn Ghant.

RESOLUTION
R172-22/23
DECLARATION OF SURPLUS OF UNNEEDED PROPERTY

WHEREAS, the City of Selma, Alabama owns certain personal property described as follows: (*See Attached Memorandum*); and

WHEREAS, the Police Chief of the City of Selma has concluded and determined that this property is unneeded; and

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

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

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

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

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

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

Selma Animal Shelter ITEMS FOR DISPOSAL		DATE: 8/2/2022
<u>ITEM</u>	<u>Model or Serial Number</u>	<u>Condition</u>
Microwave	10519116MD	Poor
HP Printer	Mac 0018FEDEABD2	Poor
Brother MFC Fax Machine	H97493487	Poor
Sharp Adding Machine	EL-1630	Poor
Zeith TV	B19A210	Poor
HP Printer	CN61D480XD	Poor
Cannon Printer	EKH69797	Poor
HP KeyBoard	B93AB0ALUTB17C	Poor
HP Desktop Tower	2UA5441D0F	Poor
Dell Keyboard	LR86682	Poor
GE Window Air Unit	DS381154	Poor
Dell Keyboard		Poor
Gateway Keyboard	1	Poor
Fellowers Shreder	51598	Poor
Dell Monitor	OPU151-6418046P-05KG	Poor
Dell Tower	05D481	Poor
GE Window Air Unit	A556-7390	Poor
Lexmark Printer	2063114772	Poor
Swingline Hole Punch	5730038	Poor
Dell Monitor	MY-058VYR-47603-19C-B744	Poor
Xerox Copier	URR891327	Poor
Rolling Chairs	5	Poor
4 Leg Chair	1	Poor
Mini Fridge	1	Poor

3

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: May 18, 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.

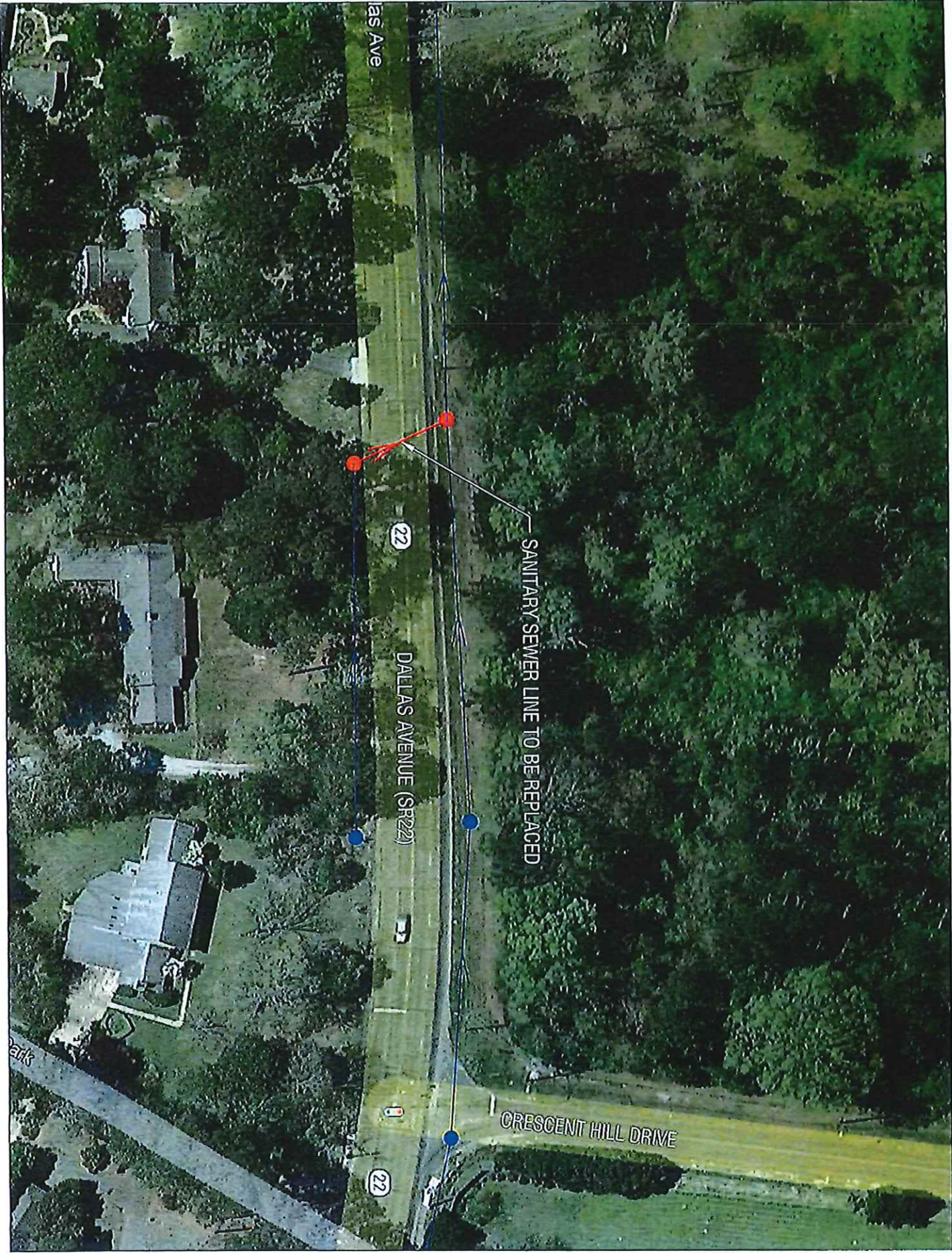
- **Procurement Process:** Tri-County Construction was called on January 6, 2023 to by-pass pump the raw sewage that was backing up at 702 West Dallas Avenue. They were able to temporarily by-pass pump the raw sewage. Due to the specialized nature of directional boring and the emergent need to fix this 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.



Dallas Ave

22

DALLAS AVENUE (SR22)

SANITARY SEWER LINE TO BE REPLACED

CRESCENT HILL DRIVE

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

REVISED RESOLUTION
R168-22/23
RESOLUTION FOR
EMERGENCY SEWER REPAIR – DALLAS AVENUE

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 as well as establish policies; and

WHEREAS, Section 39-2-1(6) defines public works to include sewer repair or installation contracts; and

WHEREAS, Section 16-13B-3(e) Code of Alabama 1975 states that an emergency must affect public health, safety, or convenience, be declared in writing by the awarding authority, and such action and reasons should be immediately made public by the awarding authority; and

WHEREAS, an emergency exists where an 8-inch concrete sanitary sewer main running northwest under Dallas Avenue is seriously deteriorated and needs to be replaced to avoid the backup of raw sewage into homes of citizens in Selma, Alabama which poses a public health hazard as well as the hazard to the traveling public on Dallas Avenue; and

WHEREAS, to accomplish the corrective action necessary the following work is requested:

Vendor: Tri-County Construction

Amount: No more than \$87,500.00

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 Avenue. In order to perform the directional bore, the existing sanitary sewer bore from the location of the new manhole to the existing manhole on the north side of Dallas Avenue. 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.

Account Funds: This project will be funded by the ADEM CWSRF remaining funds.

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

The City Council of the City of Selma, Alabama hereby declares this project to be an emergency in accordance with the above cited Code due to the health and safety hazards to the public as noted. Further, the City Council of the City of Selma, Alabama hereby awards the contract to Tri-County Construction, LLC in the amount of \$87,500.00 to be paid for with ADEM CWSRF Funds.

**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*

4

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 18, 2023

Re: **Authorization to Submit Application to Alabama Department of
Transportation(ALDOT) Transportation Alternatives Program(TAP)**

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 R187-22/23

AUTHORIZATION TO SUBMIT APPLICATION TO
ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT)
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

WHEREAS, the City of Selma, Alabama (“the City”) desires to submit an application to the Alabama Department of Transportation (ALDOT) Transportation Alternatives Program (TAP) for projects within the City of Selma; *and*

WHEREAS, the program funds a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation; *and*

WHEREAS, the City solicited cost estimates and a preliminary engineering report from a professional consulting engineering firm and has determined that adequate staff and expertise are in place to prepare the stated application; *and*

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

WHEREAS, the cost of the project is estimated at an amount not to exceed eight hundred and eighty thousand dollars (\$890,000.00) in federal funds with an anticipated cash and/or in-kind match of 20% to be allocated by the City in FY2023-24 grant match budget line item 1.7000.73029; *and*

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

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

on this the 23rd day of May, 2023.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2024 Transportation Alternatives Set-Aside Program Application

This document provides the format in which the required information is to be included in all applications seeking consideration for the TA Set-Aside Program. Applicants may develop and prepare their own applications; however, the headings (A through L) shall be listed with supporting narratives/attachments included. Prospective project sponsors are encouraged to review the *FY 2024 Transportation Alternatives Set-Aside Guidelines* when considering the development of applications. Sponsors will be required to submit the application electronically to the ALDOT Local Transportation Bureau by the FY 2024 deadline of **May 31, 2023**:

A. Provide the Sponsoring Agency

Sponsor Entity: City of Selma
Mayor/Chairman: James S. Perkins, Jr.
Contact: Henry Thompson
Contact Title: City Project Manager
Mailing Address: 222 Broad Street, Selma, AL 36702
Phone: 335-874-2101
Email: projectcompliance@selma-al.gov

Project Manager: Will Barrett, P.E.
Title: Associate, Krebs Engineering
Mailing Address: 312 Catoma Street; Montgomery, AL 36104
Phone: 334.430.9647
Email: will.barrett@krebseing.com

B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.

The proposed project will consist of a comprehensive rehabilitation of a heavily deteriorated, and heavily traveled pedestrian corridor along Alabama Avenue between Broad Street and Green Street as shown in **Appendix A. Project Map**. Appendix A also shows the proposed three (3) phases of the overall plan, beginning with Phase 1 which is the City of Selma's FY2024 TAP Application Project Proposal. The 3-Phase Masterplan will succeed in vastly improving pedestrian connectivity from homes to businesses, retail centers, restaurants, city services, public library, parks, historic landmarks and schools located in the heart of downtown Selma. The project will alleviate many ADA deficiencies, correct drainage issues that have contributed to the problems experienced in this pedestrian access corridor, provide for proper pedestrian street crossings, and provide safe side-

street parking that protects pedestrians from motorized vehicles. Appendix A also shows the very successful and maintained streetscape projects that Selma has completed in 1998 and in 2004 that have helped to encourage business and pedestrian mobility along Water Avenue and Broad Street and emphasizes the need for similar projects along Alabama Avenue (Phase I) and Selma Avenue (Phase II)

C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program; (Refer to the Competitive Selection criteria of the TAP Guidance).

The proposed project will improve safety and reduce conflict points by ensuring adequate width of sidewalks for ADA compliance, removing hazards such as buckled sidewalks and non-compliant curb ramps, installing ADA compliant curb ramps and proper crosswalk striping and signage, and replacing harshly sloped walkways with walkways that meet the slope requirements for ADA compliance.

D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, the amount of the local match, and any additional funding committed by the sponsor. If the preliminary engineering (PE) is going to be a reimbursable phase of work, the estimated PE cost must be included in the detailed cost estimate.

A detailed preliminary pay item estimate of the total project cost including amount of Federal funds requested, the amount of local match and all other necessary costs are shown in **Appendix B. Cost Estimate.**

E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.

The City of Selma is the owner of all properties located within the project footprint. No acquisition of right-of-way or property is necessary.

F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.

A water main maintained by Selma Water Works, utility poles owned and operated by Alabama Power, a gas main owned and operated by Spire, and AT&T fiber optic cable exist in the project area, however, it is anticipated that the proposed project will not interrupt any of these services and actually will work to improve access to these utilities for those responsible for their maintenance.

G. *Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other effected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.*

There are no cultural or environmental resources to be potentially impacted by the proposed project.

H. *List any clearances or permits that will be required and include letters of support if possible.*

No clearances or permits shall be required for the proposed project.

I. *Describe the life expectancy of the project. Identify the agency responsible for maintenance, the anticipated maintenance activities, and the funding source for maintenance efforts.*

The project life expectancy is 30 years. The City of Selma Public Works Department shall be responsible for the maintenance of the proposed project which will entail continued monitoring, routine cleaning, and repairs as necessary. The funding source for these ongoing maintenance efforts is the City of Selma.

J. *Provide any documentation related to environmental justice consideration.*

The proposed project will have a positive impact on environmental justice for the project area. The EPA's Environmental Justice Report for this area is shown as Appendix D. This is historically a very low-income, heavily minority area. The proposed project will work to improve not only the connectivity and opportunities for residents of this area to reach places of employment, services, and recreation, but will also greatly improve the aesthetics of the area drawing more people to the businesses, shops and restaurants in the area.

K. *Provide any additional comments the sponsor wishes to be considered, including any letters of support from elected officials, local agencies, or property owners.*

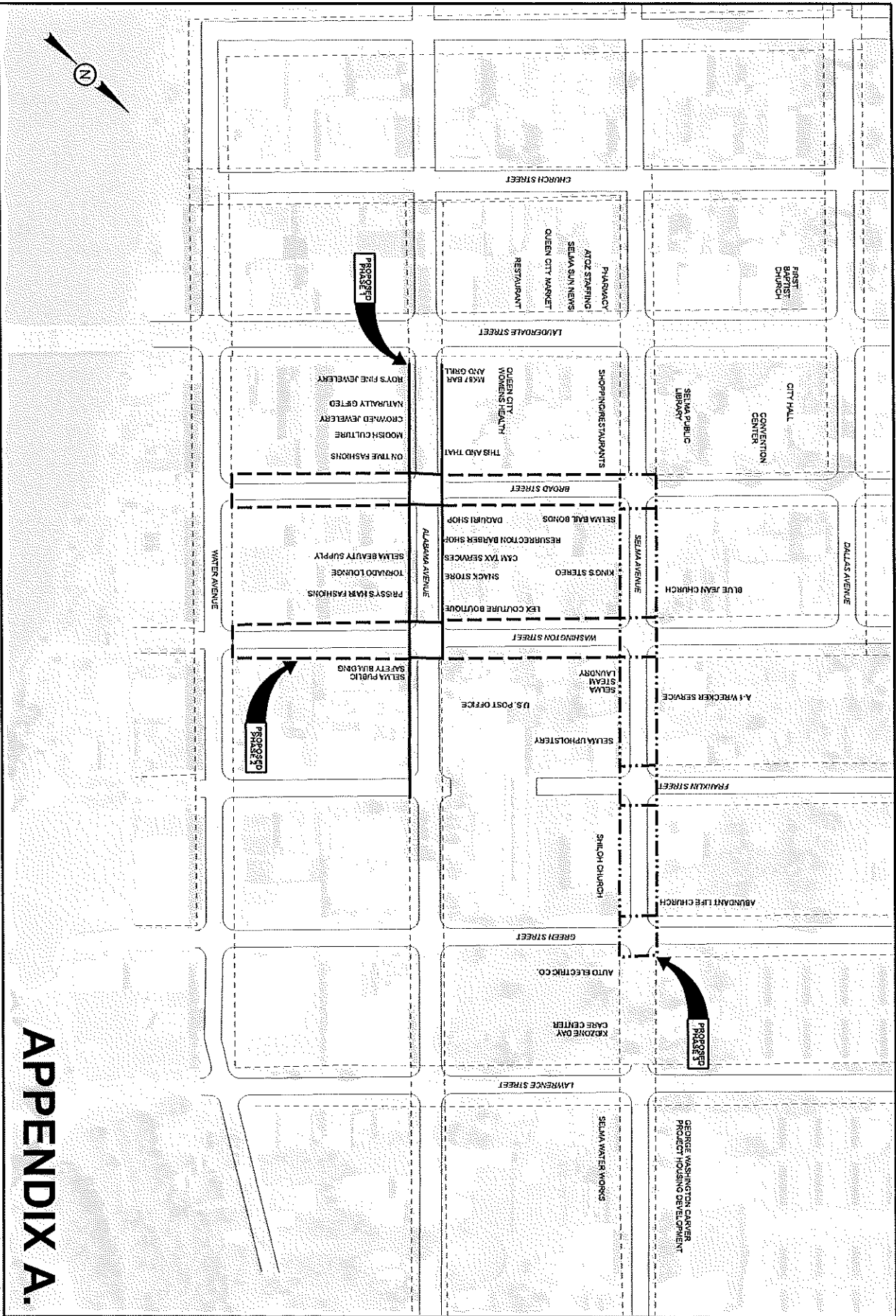
The Sponsor would like to reiterate that this is a multi-phase revitalization project for downtown Selma. The City of Selma has suffered greatly through natural disasters over the past three years, and is working very hard to breathe life back into its once vibrant downtown area. This project is one step in that direction.

L. *Include any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).*

Supporting Project Map is shown in Appendix A. Project Map. The keyed photographs referenced in this map are shown in **Appendix C. Project Photographs.**

All applications **must be submitted electronically** no later than 5:00 pm on **May 31, 2023**. Applications should be sent to tapapp@dot.state.al.us as a .pdf file (25 mb max) with “FY 2024 TAP Application – **Sponsor Name**” in the subject line.

The office of Local Transportation Bureau (LTB) will send a confirmation email once an application is received. If you do not receive a confirmation, please contact LTB at 334-242-6733 to ensure receipt of the application.



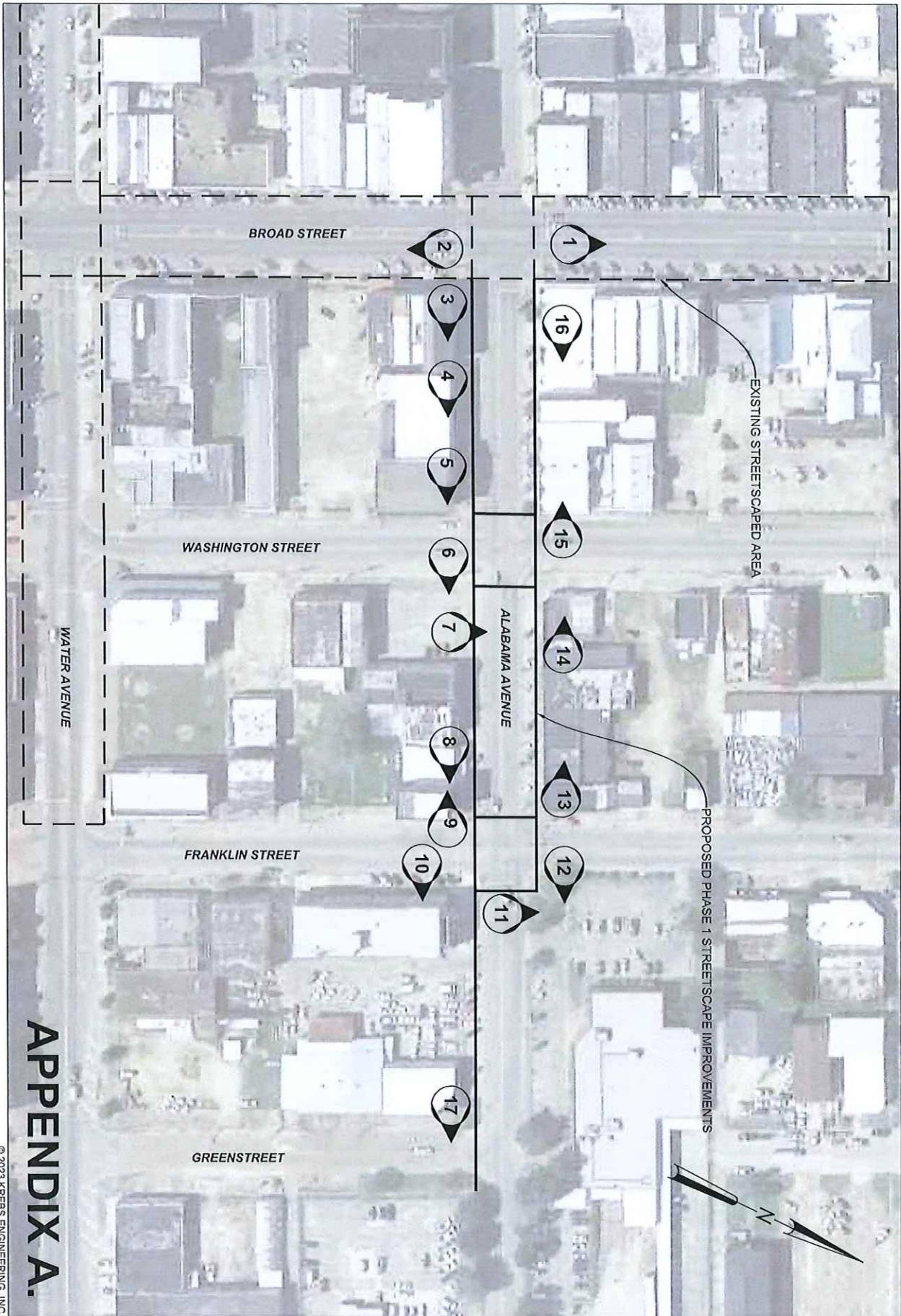
APPENDIX A.

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PROJECT MAP	
SCALE: X0	PROJECT NO. 237XX
	SCALE: 1" = 100'-0"
	DATE: 04/20/2023

CITY OF SELMA
 DOWNTOWN STREETSCAPE IMPROVEMENTS
 PHASES 1-3
 SELMA, AL





APPENDIX A.

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SHEET TITLE	
PROJECT MAP	
SHEET NO	PROJECT NO
X0	237XX
	SCALE
	1" = 100'-0"
	DATE
	05/01/2023

CITY OF SELMA	
ALABAMA AVENUE STREETSCAPE IMPROVEMENTS	
PHASE 1	
SELMA, AL	





Unimproved Pedestrian Access on Alabama Avenue (Phase I)



Unimproved Pedestrian Access on Selma Avenue (Phase II)



Improved Pedestrian Access on Water Avenue (Completed 2004)



Improved Pedestrian Access on Broad Street (Completed 1998)

APPENDIX A.

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SHEET TITLE		UNIMPROVED VS IMPROVED DOWNTOWN SELMA PEDESTRIAN ACCESS	
SHEET NO.		PROJECT NO.	237XX
SCALE		SCALE	1" = 100'-0"
DATE		DATE	05/01/2023
X0			

CITY OF SELMA	
ALABAMA AVENUE STREETScape IMPROVEMENTS	
PHASE 1	
SELMA, AL	



APPENDIX B. COST ESTIMATE



FY2024 ALDOT TAP Application

City of Selma

Initial Opinion of Estimated Project Costs

LATEST REVISION 5/1/2023

Alabama Avenue Streetscape Improvements (Downtown Streetscape, PHASE I)

Item No.	ALDOT Pay Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	206C000	Removing Concrete Sidewalk	SY	1700	\$25.00	\$42,500
2	206 E001	Removing Inlets	EA	6	\$1,250.00	\$7,500
3	305A057	Crushed Aggregate, Section 825	CY	250	\$50.00	\$12,500
4	210D001	Borrow Excavation (Loose Truckbed Measurement)	CY	500	\$30.00	\$15,000
5	424B640	Superpave Bit Conc Up Bndr Lyr, Patch 1" MAS, ESAL R A/B	TON	40	\$180.00	\$7,200
6	424A343	Superpave Bit Conc Wrg Srf Lyr, 1/2" MAS, ESAL R A/B	TON	250	\$160.00	\$40,000
7	534B000	Cleaning Existing Catch Basin	EA	6	\$1,000.00	\$6,000
8	534 E001	Cleaning Existing Pipe (Less than or equal to 48" Horizontal)	LF	1800	\$20.00	\$36,000
9	600A000	Mobilization	LS	1	\$60,000.00	\$60,000
10	618A001	Concrete Driveway, 6" Thick	SY	500	\$130.00	\$65,000
11	618A002	Concrete Sidewalk, Includes Brick Paver	SY	1,200	\$160.00	\$192,000
12	618C001	Detectable Warning Surface	SY	30	\$25.00	\$750
13	618D000	Curb Ramp	SY	100	\$125.00	\$12,500
14	620A000	Minor Structure Concrete	CY	10	\$800.00	\$8,000
15	621C161	Inlets Type S Special (2 Wing)	EA	6	\$5,000.00	\$30,000
16	623B000	Concrete Curb, Type N	LF	300	\$30.00	\$9,000
17	623C003	Concrete Curb and Gutter, Type C (Modified)	LF	1,200	\$30.00	\$36,000
18	650A000	Topsoil	CY	500	\$30.00	\$15,000
19	664A000	Solid Sodding	SY	1,500	\$8.00	\$12,000
20	665 E000	Polyethylene	SY	500	\$5.00	\$2,500
21	665J002	Silt Fence	LF	2,000	\$8.00	\$16,000
22	665O001	Silt Fence Removal	LF	2,000	\$1.00	\$2,000
23	665Q002	Wattle	LF	300	\$14.50	\$4,350
24	703A000	Traffic Control Markings, CL2, TYA	SF	2,400	\$21.50	\$51,600
25	740B000	Construction Signs	SF	800	\$18.50	\$14,800
26	740D000	Channelizing Drums	EA	50	\$75.00	\$3,750
27	740 E000	Cones (36" High)	EA	50	\$50.00	\$2,500
28	740M001	Ballast For Cone	EA	50	\$25.00	\$1,250

Estimated Construction Subtotal	\$705,700
Engineering Design, Environmental Clearance (10%)	\$70,570
Construction Engineering and Inspection (15% Max)	\$105,855
Estimated Total Project Cost	\$882,125
ALDOT Project Cost Share	\$705,700
City of Selma Cost Share	\$176,425

APPENDIX C.



1. Broad Street at Alabama Ave Facing North



2. Broad Street at Alabama Ave Facing South



3. Alabama Ave Facing East



4. Alabama Ave Facing East



5. Alabama Ave at Washington Street Facing East



6. Alabama Ave at Washington Street Facing East

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PROJECT PHOTOS	
SHEET NO.	X0
PROJECT NO.	237XX
SCALE	NTS
DATE	05/01/2023

CITY OF SELMA	
ALABAMA AVENUE STREETScape IMPROVEMENTS	
PHASE 1	
SELMA, AL	



APPENDIX C.



7. Alabama Ave Facing North



8. Alabama Ave at Franklin Street Facing East



9. Alabama Ave at Franklin Street Facing West



10. Alabama Ave at Franklin Street Facing East



11. Alabama Ave at Franklin Street Facing North



12. Alabama Ave at Franklin Street Facing East

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SHEET TITLE		PROJECT PHOTOS	
SHEET NO.	X0	PROJECT NO.	237XX
		SCALE	NTS
		DATE	05/01/2023

CITY OF SELMA	
ALABAMA AVENUE STREETScape IMPROVEMENTS	
PHASE 1	
SELMA, AL	



APPENDIX C.



**13. Alabama Ave at Franklin Street
Facing West**



**14. Alabama Ave at Washington
Street Facing West**



**15. Alabama Ave at Washington
Street Facing West**



**16. Alabama Ave at Broad Street
Facing East**



**17. Alabama Ave at Green Street
Facing East**

© 2023 KREBS ENGINEERING, INC.

SHEET TITLE		PROJECT PHOTOS	
SHEET NO.	X0	PROJECT NO.	237XX
		SCALE	NTS
		DATE	05/01/2023

CITY OF SELMA	
ALABAMA AVENUE STREETScape IMPROVEMENTS	
PHASE 1	
SELMA, AL	



APPENDIX D.



EJScreen Report (Version 2.11)



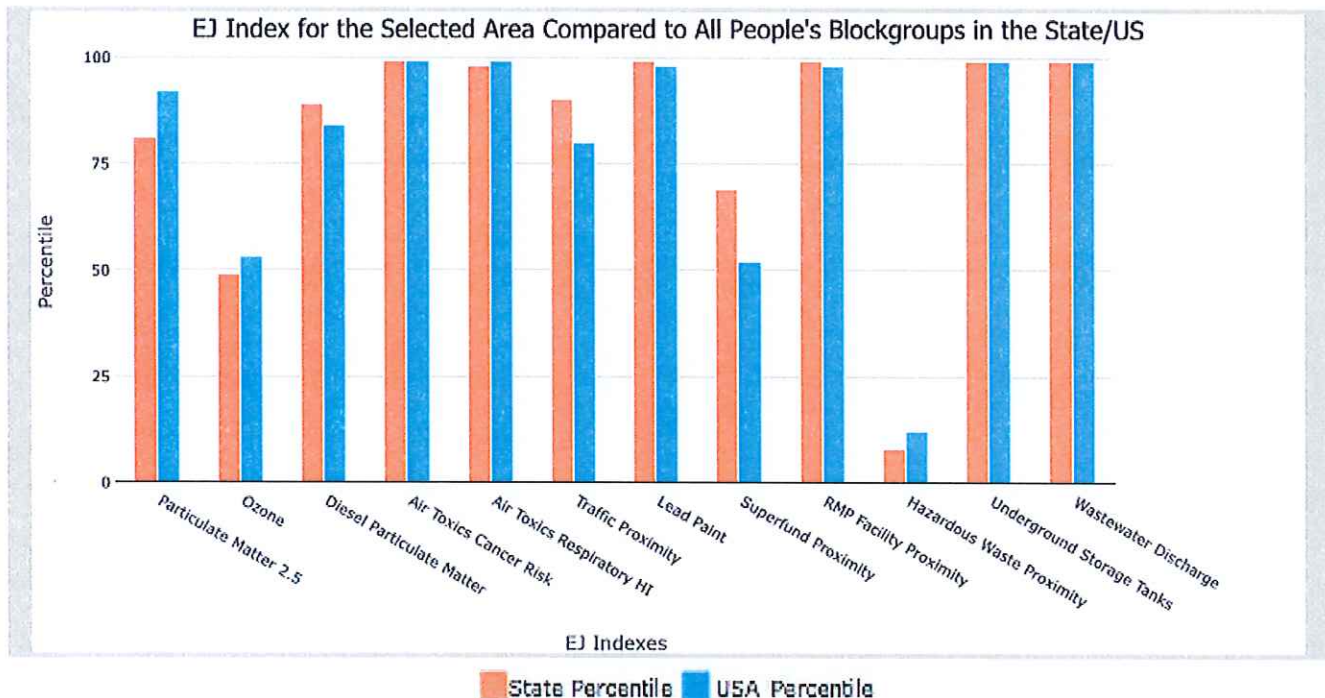
Blockgroup: 010479565003, ALABAMA, EPA Region 4

Approximate Population: 840

Input Area (sq. miles): 0.56

Selected Variables	State Percentile	USA Percentile
Environmental Justice Indexes		
Particulate Matter 2.5 EJ index	81	92
Ozone EJ index	49	53
Diesel Particulate Matter EJ index*	89	84
Air Toxics Cancer Risk EJ index*	99	99
Air Toxics Respiratory HI EJ index*	98	99
Traffic Proximity EJ index	90	80
Lead Paint EJ index	99	98
Superfund Proximity EJ index	69	52
RMP Facility Proximity EJ index	99	98
Hazardous Waste Proximity EJ index	8	12
Underground Storage Tanks EJ index	99	99
Wastewater Discharge EJ index	99	99

EJ Indexes - The EJ indexes help users screen for potential EJ concerns. To do this, the EJ index combines data on low income and people of color populations with a single environmental indicator.

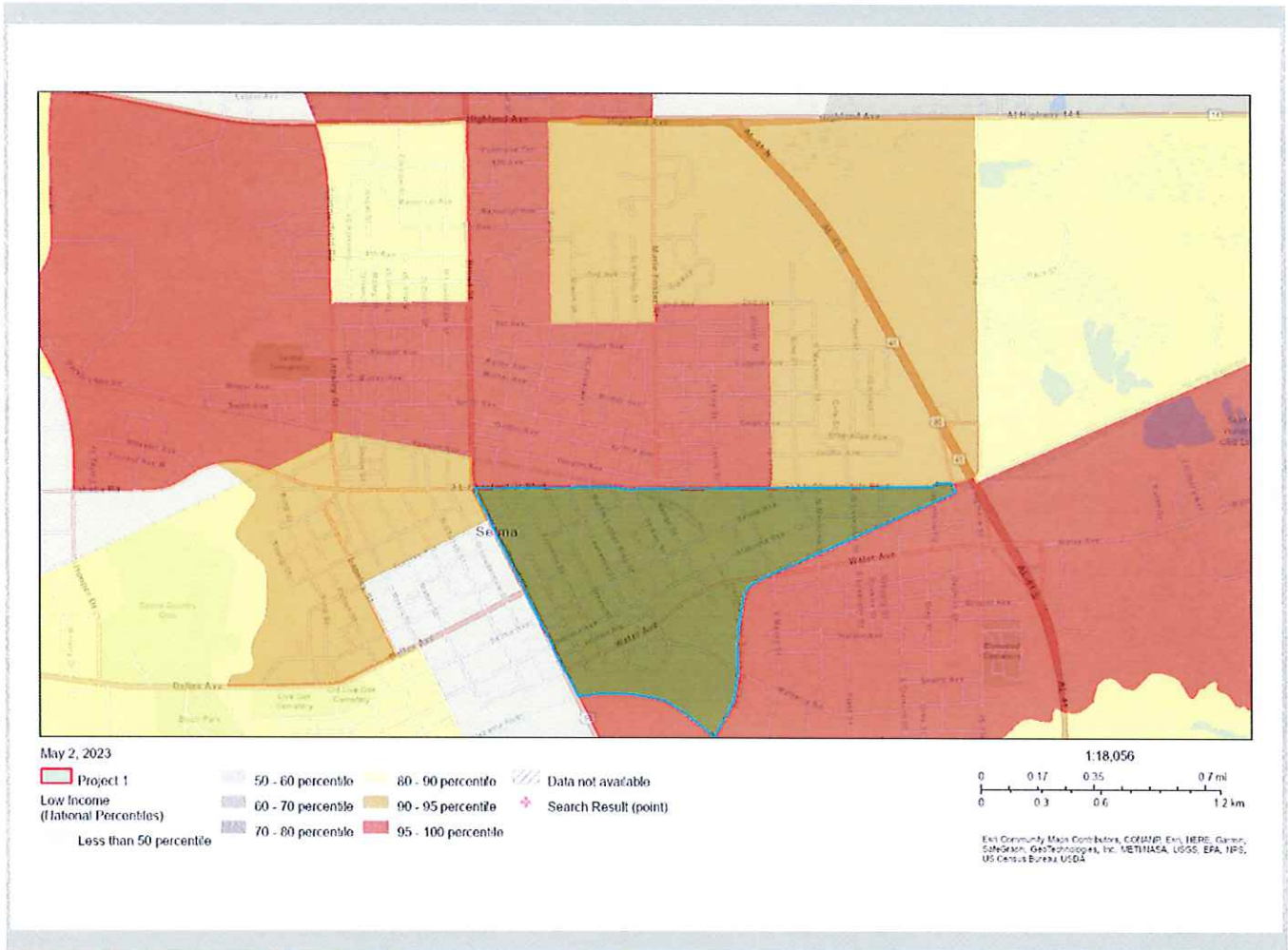


*Diesel particulate matter, air toxics cancer risk, and air toxics respiratory hazard index are from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. Cancer risks and hazard indices from the Air Toxics Data Update are reported to one significant figure and any additional significant figures here are due to rounding. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

Blockgroup: 010479565003, ALABAMA, EPA Region 4

Approximate Population: 840

Input Area (sq. miles): 0.56



Sites reporting to EPA	
Superfund NPL	0
Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)	0

EJScreen Report (Version 2.11)



Blockgroup: 010479565003, ALABAMA, EPA Region 4

Approximate Population: 840

Input Area (sq. miles): 0.56

Selected Variables	Value	State Avg.	%ile in State	USA Avg.	%ile in USA
Pollution and Sources					
Particulate Matter 2.5 ($\mu\text{g}/\text{m}^3$)	8.76	8.92	38	8.67	55
Ozone (ppb)	35.7	39	13	42.5	13
Diesel Particulate Matter* ($\mu\text{g}/\text{m}^3$)	0.21	0.223	58	0.294	<50th
Air Toxics Cancer Risk* (lifetime risk per million)	40	35	99	28	95-100th
Air Toxics Respiratory HI*	0.5	0.47	89	0.36	95-100th
Traffic Proximity (daily traffic count/distance to road)	120	290	58	760	37
Lead Paint (% Pre-1960 Housing)	0.49	0.17	89	0.27	72
Superfund Proximity (site count/km distance)	0.017	0.051	22	0.13	13
RMP Facility Proximity (facility count/km distance)	1.2	0.46	89	0.77	80
Hazardous Waste Proximity (facility count/km distance)	0.021	0.9	2	2.2	2
Underground Storage Tanks (count/km ²)	6.7	1.9	92	3.9	83
Wastewater Discharge (toxicity-weighted concentration/m distance)	0.088	0.36	89	12	84
Socioeconomic Indicators					
Demographic Index	94%	38%	99	35%	99
Supplemental Demographic Index	30%	17%	96	15%	94
People of Color	99%	35%	95	40%	96
Low Income	90%	36%	98	30%	99
Unemployment Rate	0%	6%	0	5%	0
Limited English Speaking Households	0%	1%	0	5%	0
Less Than High School Education	30%	13%	91	12%	91
Under Age 5	16%	6%	96	6%	97
Over Age 64	20%	17%	66	16%	69
Low Life Expectancy	30%	23%	97	20%	99

EJScreen is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJScreen documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJScreen outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

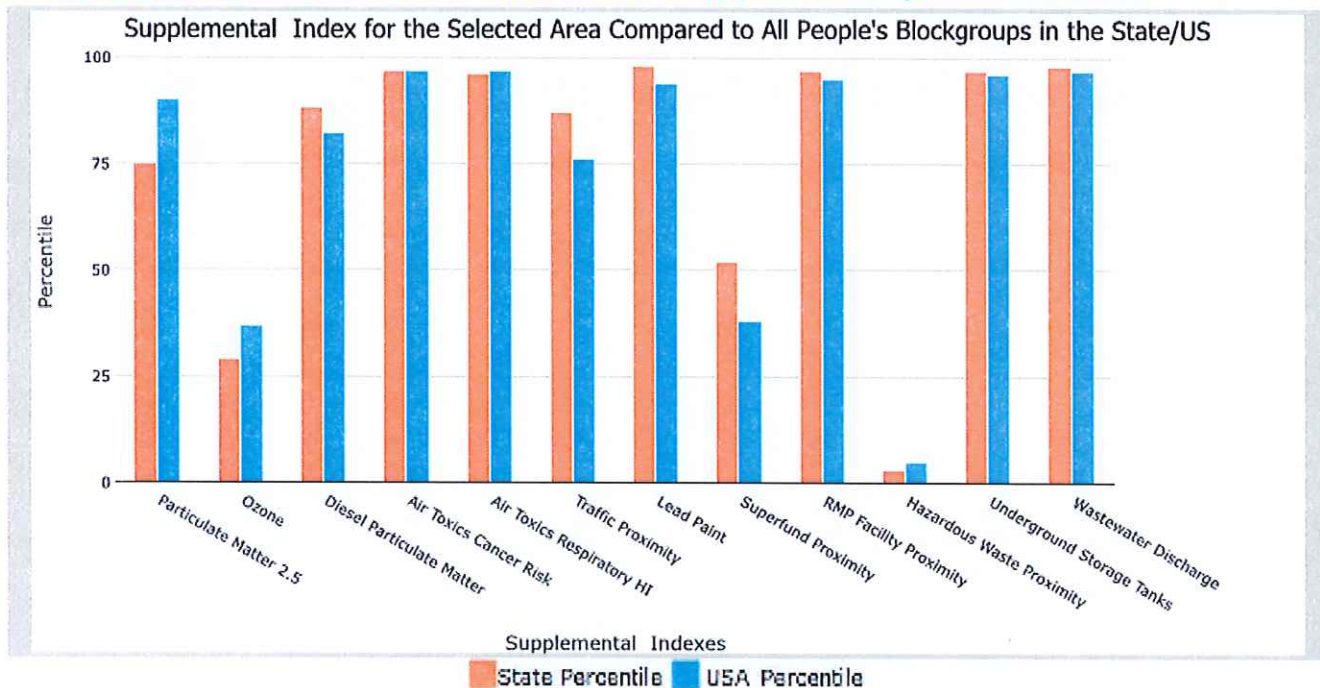
Blockgroup: 010479565003, ALABAMA, EPA Region 4

Approximate Population: 840

Input Area (sq. miles): 0.56

Selected Variables	State Percentile	USA Percentile
Supplemental Indexes		
Particulate Matter 2.5 Supplemental Index	75	90
Ozone Supplemental Index	29	37
Diesel Particulate Matter Supplemental Index*	88	82
Air Toxics Cancer Risk Supplemental Index*	97	97
Air Toxics Respiratory HI Supplemental Index*	96	97
Traffic Proximity Supplemental Index	87	76
Lead Paint Supplemental Index	98	94
Superfund Proximity Supplemental Index	52	38
RMP Facility Proximity Supplemental Index	97	95
Hazardous Waste Proximity Supplemental Index	3	5
Underground Storage Tanks Supplemental Index	97	96
Wastewater Discharge Supplemental Index	98	97

Supplemental Indexes - The supplemental indexes offer a different perspective on community-level vulnerability. They combine data on low-income, limited English speaking, less than high school education, unemployed, and low life expectancy populations with a single environmental indicator.



This report shows the values for environmental and demographic indicators, EJScreen indexes, and supplemental indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJScreen documentation for discussion of these issues before using reports. For additional information, see: www.epa.gov/environmentaljustice.

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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: May 18, 2023
Re: **Code Enforcement Case Management System**

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

I ask for your favorable consideration and vote.

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

JPJ/dt

City of Selma, AL

Code Enforcement Case Management

May 1, 2023

Prepared By:

Kevin Strauss, Director of Sales

(631) 861-5812

Kevin@GoGovApps.com

Prepared For:

Dawn Taylor

Mayor

mayoroffice@selma-al.gov

Subscriptions & Services

Description	Amount
GOEnforce Code Enforcement Case Management (CE) - Unlimited Subscription	\$6,180 /year
Services: \$0 Annually: \$6,180	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
Quote Month:		Email:	
PO #: (Optional)		Cycle:	Annual Billing

Billing Practices: GOGov will send renewal quotes for budgeting purposes at the beginning of the *Quote Month* specified. Invoices are sent 45 to 60 days prior to subscription renewal and are due prior to the start of the Subscription Period. To align billing with budget cycles, extend *Initial Subscription Period* to include extra months and we will send an initial invoice for the extra prorated months and then a second invoice for the remainder of the Initial Subscription Period.

Contract Information	
Initial Subscription Period:	12 months starting:
Replacing Contracts:	If replacing existing agreement provide contract # or description & date.
Contract #: (Internal)	

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba "GOGov") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
 - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. To stop the auto-renewal listed in the foregoing sentence, Customer must submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are NET 30 Days from the invoice date.
 - 4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
 - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to GOGov by Customer during the six (6) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

- 6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
- 7. **Other Provisions**
 - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
 - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.

City of Selma, AL

Sign:

Name: Daryl Blowes

Title: CEO

Date:

Sign:

Name:

Title:

Date:

Additional Customer Signatures (Optional)

Sign:

Name:

Title:

Date:

Sign:

Name:

Title:

Date:



GOEnforce® is an innovative and easy-to-use solution for managing all your Code Enforcement cases. Whether you are in the office or in the field, GOEnforce® allows you to work wherever you need. Simply choose the violations and which actions you want to take or letters you want to send and let GOEnforce® handle the rest.

Complete Case Management at Your Fingertips

We understand how hectic your day can be. If you are a "Team of One" or an entire department of Code Enforcement officers, the design of our product is intuitive and just makes sense for what you do. All of the activities, notes, pictures, letters, violations, fees and more are always at your fingertips.

- Violations & Corrective Actions
- Case Notes and Actions Taken by your Department
- Pictures, Videos and any other kind of Attachments
- Letters and Administrative Citations
- Fees and Payments

No Upfront Fees or Startup Costs

We try to earn your business every single day and so we will start by footing the bill to get you started. Everything you need to setup your codes, violations, letter templates, reports and most importantly train your staff - Its All Included!

Software that Works for You

Our software was designed around the way you work, which is what makes it so intuitive and useful.

- One Click Letter Generation from Templates that we setup for you
- Batch Printing of Letters to Assist Officers in the Field
- Automatic Parcel Lookups with Owner Information and Address validation.
- Notification and Workflow features will deliver Reminders & Inspection sheets directly to staff at calculated due dates.
- Property and Resident alerts can easily be viewed from previous case files.
- Generate reports, documents and even print full case history required for prosecution.
- Map views allow you to plan your day or visualize cases by location.
- Audit Log tracks every change made to a case file



Special Features

We have developed features in the software that helps process annual and recurring types of inspection cases for officers.

- **Rental Inspection** - Using intelligent algorithms, we can help detect properties that are suspected to be rentals and automatically create cases for inspection. For the properties we know are rentals annual inspections and letters can be automatically generated.
- **Weed Abatement** - Another annual chore that we can automate allowing inspectors to drive through areas and clear for tall grass.
- **Vehicle Abatement** - track multiple vehicle information and generate abatement notices to assist with cost recovery and reimbursement.
- **Business License Enforcement** - Track expired business licenses and allow GOEnforce® to automatically generate the letters, assess fees and create cases for officers to follow-up.

Integrations

We learned that sharing is one of the most important parts of helping our customers. This is why we have built integrations into systems where it counts. Here are a few:

- **ESRI ArcGIS** integration makes address validation and parcel lookup with owner information simple. We also can use other data like districts, wards and more to enhance the workflow and reporting delivered to your agents and citizens.
- **Revenue Experts** - our integration with Revenue Experts can automatically transmit your administrative citation fees to experts that can help you collect.
- **Permitting Systems** - Quickly view permits from other systems when working on code cases.
- **LDAP / Active Directory** - another password is the last thing any of us want. With our LDAP integration we can sync up users and permissions and authenticate against your Active Directory so you don't have to do extra work or remember another password.

Support and Training You Will Love ♥

Our goal is to make you love our company at every encounter. We have a mature process and experienced staff that will be able to provide expert advise and assistance every step of the way.

- **Expert Advise** providing analysis of your service codes, letters, notices, documents and processes using industry best practices to make your job as easy as possible.
- **Project Management** - your dedicated project manager will track and monitor your progress throughout the project.
- **Configuring** your municipal code summaries, defining parcel data imports, customizing fields and forms, creating letter templates, customizing reports and more.
- **Training Library** - As we train you, we will produce a library of videos and documents specific to your agency. These videos can be used for onboarding future staff or just going back to get a refresher on more advanced stuff. But don't worry - we are always willing to give additional training as you need it.
- **Staff Training** is our favorite part because we know you are going to love what you see and how easy it is to use. When we hear "ooh's" and "aaah's" then we know we are doing our job.

“ As a single person operation handling it all from phone to field to notices, I can say that GOEnforce has greatly increased my efficiency... ”

- Greg Baird, City of Manteca, CA

About GOGovApps

GOGovApps specializes in providing CRM and Code Enforcement software to local governments of all sizes. Our long history and experience working with hundreds of government agencies across the country really shows in the products and services we provide. We built our software from the ground up working with the departments and staff that now use our products every single day.

PURCHASE ORDER

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

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

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

Purchase Order No. _____

For Office Use Only

Vendor No. _____

V E N D O R	Go Gov
--	--------

IMPORTANT-READ CAREFULLY

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

S H I P T O	CITY OF SELMA IT Dept 222 Broad St. P. O. BOX 450 SELMA, ALABAMA 36702
--	--

**I
N
V
O
I
C
E**

City of Selma
Finance Department
P.O. Box 450
Selma, Alabama 36702

 Attn: Accounts Payable

DATE	TERMS	F.O.B	SHIP VIA
5/8/2023		SELMA, ALABAMA	Best Way

FOR	DEPARTMENT
Code Enforcement	IT Dept.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1		Code Enforcement Case Management (CE) – Unlimited Subscription	6,180.00	\$6,180.00
Total				\$6,180.00

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___ --- ___0951___

DEPARTMENT HEAD SIGNATURE

1	6115	51045
<small>Fund</small>	<small>Dept.</small>	<small>Acct. No.</small>

\$ 185,000.00	\$ 65,693.15
<small>Budgeted</small>	<small>Unencumbered</small>
	<small>(Before This Order)</small>

Sign Here after goods and services received:

PAYMENT	
I certify that the goods or services listed above have been received.	
DEPARTMENT HEAD SIGNATURE	DATE
Amount of Payment	
Approval: <u> tbs 15 May 23 </u>	

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: May 18, 2023

Re: **Selma Housing Authority Memorandum of Understanding**

I am in full support of the proposed amendment to our current agreement. By way of this memorandum I want to thank the Selma Housing Authority, Mr. Kennard Randolph, for being willing to supplement the challenges in public safety by assuming the full cost of an officer. Therefore, I ask for your favorable consideration and vote.

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

JPJ/dt

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF SELMA, A MUNICIPAL CORPORATION, AND THE SELMA HOUSING
AUTHORITY, A MUNICIPAL PUBLIC HOUSING AUTHORITY**

THIS ADDENDUM to the Memorandum of Understanding, dated this 5th day of June, 2023, is entered into by and between the City of Selma, a municipal corporation (City), and The Selma Housing Authority, a municipal public housing authority (Authority) providing as follows:

THAT WHEREAS, the parties hereto did enter into a memorandum of understanding dated the 1st day of May, 2021, for the purpose of providing an APOST certified police officer to act as a liaison and law enforcement subject matter expert (SME) to the Authority referred to as “Housing Authority Investigator” (HAI); and

WHEREAS, the parties desire to amend said MOU for the purpose of providing a second housing authority investigator to the Authority subject to all of the terms and conditions of the MOU;

NOW, THEREFORE, it is agreed by the parties that the said MOU is hereby amended to allow for the provision of a second “Housing Authority Investigator” (HAI) to the Authority, subject to the same terms and conditions set out in the original MOU, it being understood by the parties that each HAI will have the same rights and duties and be subject to the same obligations set out in the original MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date set out above.

CITY OF SELMA, a municipal corporation

James Perkins, Jr., Mayor

THE SELMA HOUSING AUTHORITY, a
municipal public housing authority



Kennard Randolph, President

7

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: May 18, 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: May 18, 2023
Re: **Citywide Camera System**

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

I ask for your favorable consideration and vote.

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

JPJ/dt

RESOLUTION
R188-22/23
TO APPROVE THE RELEASE OF A REQUEST FOR PROPOSAL OF A
CITY-WIDE CAMERA SURVEILLANCE SYSTEM

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 as well as establish policies; and

WHEREAS, for public safety and law enforcement purposes a City-wide Camera and Surveillance System is deemed to be an integral technological and more effective tool for accomplishment of public safety an law enforcement goals; and

WHEREAS, there is a consensus of both the need and availability of technological assistance not only among the citizens of Selma, Alabama, but also among the elected officials and public safety directors of the City.

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

To agree with the negotiated specifications contained in the Request for Proposals for a City-wide Camera Surveillance System for the City of Selma, Alabama.

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*

CITY OF SELMA, ALABAMA



**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES, LEASE AND/OR PURCHASE OF A CITY-WIDE
CAMERA SURVEILLANCE SYSTEM**

For Public Safety Purposes

Issued by:

City of Selma
Public Safety Department

Date Issued: 05/__/2023
Deadline for Proposals: 05/__/2023

LATE SUBMISSIONS WILL NOT BE ACCEPTED

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PART 1 – OVERVIEW

The City of Selma is requesting qualifications and proposals from firms for Professional Services and/or Sales and Maintenance to provide a *City-wide Camera Surveillance System* for Public Safety purposes. Part 2 of this RFP provides a general description and Scope of Work for the project.

This is an effort to procure professional services, and/or sales and maintenance of the requisite equipment. This effort will be conducted in a manner to provide full and open competition. A Selection Committee will review all proposals and will rank firms based on criteria identified in Part 5. The criteria may include but is not limited to basic engineering services such as plans and specifications, estimates of project costs, bid phase and services during installation of equipment; services may also include studies, investigations, evaluations, and engineering services if required. Pending successful negotiations, after the City Council vote of approval, the successful Respondent will enter into a Contract with the City based on proposed and negotiated terms and conditions.

Due to the law enforcement and public safety aspects and need for this surveillance system, exact specifications relative to numbers of cameras and supporting devices, geographic location of specific cameras and other supporting devices, detailed technical specifications are not being publicly advertised. This information will be made available only to firms which have the proven capability and experience to perform the needed service(s) and then only on a strict need-to-know basis. All support and maintenance to operate the surveillance system must be included in your bid. Data storage requirements must be included in the bid along with data retention, security, and retrieval specifications. All City of Selma videos will be accessible by City approved personnel via provided monitoring station or any internet enabled web browser or mobile device.

PART 2 – THE PROJECT AND SCOPE OF WORK

The City of Selma seeks proposals for professional firms that have the knowledge, experience and expertise that may lead to a contract to perform the following types of services upon request from the City:

1. Install, maintain, and when required replace a city-wide camera surveillance system with devices that are at least 1080p HD resolution and with the capacity to capture clear images day or night and store up to 30 days of data with real-time accessibility over local and wide area network technology.
2. Install, maintain, and when required replace or relocate a digital device that will function as a process server with sufficient capacity to support the proposed system.
3. Install, maintain, and replace or relocate when required wireless point-to-point intermediate links between the core/backbone network and related connected devices.
4. Camera devices that in real-time read license plates and capture other details of vehicles that allow for identification day or night and transmit data in real-time to law enforcement.
5. Provide the source for perpetual power supply for city-wide surveillance camera system.
6. Provide all network connectivity components and devices, both hardware and software, needed to support city-wide solution camera surveillance system.
7. Provide seamless fully integrated city-wide camera surveillance solution that is inclusive of all software and hardware utilization licenses (acquisition and service agreements), and cost of licenses to extend through the life of the proposed system solution.
8. The proposed solution must include specifications for data storage, retention, backup, retrieval, usage, security, and ownership terms and conditions that include and exceed the life of the proposed solution. Specific data storage capacity projections for the city, both cloud and data center, are desired but not required.
9. Maintenance terms for all hardware, software, and network components of the proposed city-wide surveillance system must be specifically provided in the proposal. The City requires that the system offered is a single source solution. That is, all components, devices, licenses, and services required to operate the system must be included in the proposed solution to the city by the proposed contractor and the city does not desire to

- have additional sub-component agreements that it must maintain for the system. All subcontractor or system integrator agreements shall be directly with the Contractor.
10. The contractor shall state their projected response time for service calls.
 11. The proposed solution must state length of agreement terms and life expectancy of the proposed solution.
 12. The proposal must disclose all costs the city will be directly responsible for over the life of the agreement. All non-disclosed costs shall be the sole responsibility of the contractor over the life of the system.
 13. The protocols of system data security must be provided, and data access must be manageable at various levels depending on managerial authority of the Director of Information Technology and shall be centrally controlled from the City's data center.
 14. Contractors shall negotiate specific locations of camera units and must be able to relocate camera systems as required by the City on demand.
 15. Contractors shall be able to replace malfunctioning, damaged, or destroyed cameras and must specifically show the costs of replacing the camera systems in their proposal, if applicable.
 16. Connectivity to a broadband internet service shall be the responsibility of the Contractor. This provision may be a negotiable item subject to the cost benefit to the City. However, the Contractor must show its solution for accessing broadband internet service connectivity in their proposal.
 17. Contractor proposals shall price a city-wide camera surveillance system configuration that shall be provided to all pre-qualified bidders. The provided system configuration shall be presented for proposal purposes only so that each proposal is being commonly evaluated. The final solution that will be deployed shall be configured utilizing the same technical specification, prices and pricing structure presented in this RFP and accepted in the successful contractor's bid/proposal.
 18. The proposed solution must not include any U. S. Government banned technology/devices. If U. S. Government banned technology/devices are embedded into the proposed solution, that proposal shall be automatically eliminated.
 19. The contractor shall be available to assist with planning, designing, securing, installing, maintaining, servicing, and creating a monitoring solution for a turn-key city-wide

camera surveillance system and the cost associated with the same must be included in the proposal.

20. The contractor shall make recommendations as technological improvements available on a reasonable competitive cost basis.
21. The contractor shall work in coordination with City of Selma representatives to perform all management functions in accordance with the scope of work and budget approved by the city.
22. The contractor shall monitor ongoing system performance in real-time within the terms of the approved and awarded agreement.
23. The contractor shall implement their proposed turn-key solution including communications with any project partners and the city and provide maintenance services for their turn-key solution.
24. The contractor shall prepare any required plans/manuals and prepare any and all revisions to the original solution, as applicable.
25. Other professional consulting services associated with the project as agreed upon by the parties.
26. The proposed solution must comply with all applicable local, state, and federal regulations related to the products and services provided to the City.
27. The City reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services, as needed, or to reject all bids in their entirety.
28. The selected firm will be required to have sufficient personnel to complete the tasks required within this scope of work. The selected firm will complete the required tasks in a timely and efficient manner consistent with industry standards. The selected entity would be expected to enter into a contract for services based upon the negotiated fee structure.

PART 3 – CONTENT OF RESPONSE TO THIS REQUEST FOR QUALIFICATIONS

In order to facilitate the Selection Committee's evaluation, each Respondent firm responding to this request for qualifications should include the following content, in the following order:

- Compliance with RFP Instructions
- Licensing and Professional Standing
- Conflicts of Interest

Each of these items shall be evaluated for legal compliance and shall be discussed in more detail in the following sections.

3.1 Licensing and Professional Standing

a. Please include a brief statement confirming that the Respondent is legally authorized to do business in Alabama and in the City of Selma, and that all staff assigned to perform services for the project are licensed or certified to perform such services in Alabama.

b. In addition, please include a statement confirming that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any state or federal department or agency.

c. Finally, for the five-year period preceding submission of the response for this RFP the Respondent shall please identify:

(1) All contracts terminated (in whole or in part) to which the Respondent firm was a party-for convenience or default, by either the Respondent firm or by another party to the contract with the Respondent, including:

- contract value
- description of work
- project owner and contract number and/or name and telephone number for a representative of the project owner

(2) All claims made against the Respondent arising out of the Respondent's professional services; and

(3) All litigation (including any arbitration or mediation proceedings) to which the Respondent has been a party.¹ If no contracts have been terminated, or if the Respondent has not been a party to any claims or litigation, please include a statement to that effect.

3.2 Experience

a. Please provide a brief narrative about the Respondent's experience, history, ownership, and primary clients served by the firm. Include a statement as to whether the firm is a Minority/Disadvantaged/Women Owned Business Enterprise (MBE/DBE/WBE).

b. List of the Respondent's proposed project team and those team members' qualifications and experience.

¹ The disclosure of terminated contracts, claims, or litigation will not automatically disqualify a Respondent from consideration. The Selection Committee will review any matter disclosed and make an independent determination as to whether the matter should disqualify the Respondent from consideration.

c. Recently Completed Projects. Evidence of satisfactory performance from at least three (3) recently completed projects of the type indicated above. Relevant experience will be judged on the basis of the design experience of those individuals named to the firm's project team for this project. Elements of recently completed projects are as follows:

1. Address.
2. Contact person for reference.
3. Construction cost.

3.3 Conflicts of Interest

Please identify all actual or potential conflicts of interest that would prevent the Respondent from entering into a professional relationship with the City, or for this project specifically. If no such conflicts exist, please include a statement to that effect.

3.4 Project Understanding and Approach

Discuss the proposed approach to completing the needed services and how your firm will coordinate the development of design solutions, the production of contract documents, and construction administration

3.4 Quality Assurance and Quality Control

- a. The proposal should describe how the responding Respondent will provide quality assurance ("QA") and quality control ("QC") for the project. Identify the individuals that will be involved in QA/QC services. If your firm has a structured QA/QC program, briefly describe the program and how it will be applied to the project.
- b. Respondent shall discuss the firm's approach/method of designing to budget.

PART 4 – INSTRUCTIONS FOR PROPOSALS

Before submitting a response to this RFP, the Respondent should carefully review the entire RFP and be familiar with its contents. The Respondent firm's submission shall be considered evidence that the Respondent has fully studied the RFP and is familiar with the general conditions to be encountered in performing the services requested.

4.1 Format of Proposals

Proposals shall be 8.5" x 11" in size. General brochure type information is to be kept to a minimum, and the proposal shall be a maximum of 6 one-sided pages or 3 two-sided pages. Proposals may be written in either Times New Roman or Calibri font, and the font size must be 12-point or larger.

4.2 Inquiries

The City will accept inquiries on the contents and requirements of the RFP in electronic form only. Inquiries may only be submitted by email. Inquiries should be submitted to:

City Project Representative: Ivy Harrison
Contact Information: iharrison@selma-al.gov

Inquiries must be submitted at least seven (7) days before the deadline for submission of proposals. **For this RFP, the deadline for inquiries is May , 2023 at midnight CST, after which time no further inquiries will be addressed by the City.**

If the City chooses to respond to an inquiry, the City will do so in writing, in the form of an addendum to this RFP. The addendum will be sent to all recipients of the RFP and will be posted to the City's website at selma-al.gov.

Each addendum issued by the City shall become part of this RFP and proposals shall include any work or requirements described in the addendum. No addendum will be issued or posted less than 72 hours before the deadline for submission of responses to this RFP.

4.3 Submissions

Respondent firm submissions must be received by the City by May , 2023 at midnight CST. Later proposals will not be accepted or reviewed. It is the Respondent's responsibility to ensure that their submission is received within the time required by this RFP.

Respondents must submit sealed, hard copy proposals via Certified Mail to:

**Ivy Harrison
City Clerk
222 Broad Street
Selma, Alabama 36701-0450**

Proposals should be clearly labeled with the following information:

**City-wide Camera Surveillance System
City of Selma, Alabama
Public Safety
P.O. Box 450
Selma, AL 36703**

The Respondent is responsible for obtaining confirmation that the City received the Respondent's proposal.

4.4 Additional Items Related to submissions by Respondent Firms

- a. Submission rejection/costs**

By issuing this RFP, the City does not commit to entering into a contract, to paying any costs incurred in the preparation of a submission, proposal, or to procuring or contracting for services. The City reserves the right to cancel this RFP in whole or in part, to reject any and/or all submissions and proposals, to accept the submission and proposal it considers the most favorable to the City's interests in its sole discretion, and to waive irregularities or informalities in any submissions/proposals or in the submission procedures. The City reserves the right to reject all submissions or proposals and issue a new RFP, at its sole discretion. All submissions and proposals and other materials submitted in response to this RFP will become property of the City.

b. Contract and Insurance Requirements

The City has standard contract and insurance requirements for professional services contracts and is unable to make substantial changes to the requirements for the contract to be used for this project. The laws of the State of Alabama shall govern the contract executed between the successful Consultant and the City, as well as any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Selma, Alabama, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the Selma County, Alabama.

c. Requests for Additional Information

The City reserves the right to request additional information from Respondents to clarify the submissions.

4.5 Public Records

Each Respondent is hereby informed that, upon submission of its proposal to the City in response to this RFP, the proposal becomes the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any submissions while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a firm, or after the City rejects all submissions, the City shall consider each submission from Respondents subject to the public disclosure requirements of the Alabama Open Records Act (Ala. Code § 36-12-40) and Selma City Code § 2-4, unless there is a legal exception to public disclosure.

If a Respondent believes that any portion of its proposal is subject to a legal exception to public disclosure, the Respondent shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Open Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the qualifications submittal.

PART 5 – SELECTION PROCEDURE

The City will use the following as a Selection Committee.

- Ivy Harrison, City Clerk, City of Selma
- Amanda Smith, Network Administrator, City of Selma
- Kenta Fulford, Police Chief, Selma Police Department
- John Brock, Former Police Chief, Retired, Selma Police Department
- Robert Green, Former Police Chief, Retired, Selma Police Department
- Mike Grantham, Sheriff, Dallas County
- ????

This is a qualifications-based procurement for professional services, in which the qualifications of the responding firms will be reviewed and evaluated, and the most qualified firm will be selected, subject to negotiation of fair and reasonable compensation.

The Selection Committee will review the submissions submitted in response to this RFP, and rate the submissions based on the following grading system, which includes both numerical and pass/fail criteria:

Numerically Scored Criteria	Max. Points
• Firm Experience	50
• Project Understanding and Approach	15
• Quality Assurance and Quality Control	15
• Response Time Commitment	10
• Price	10
• Additional Advanced Technology Not Required in RFP (such as gun fire location detection technology)	10
<u>Pass/Fail Legal Compliance and Criteria</u> <u>(Municipal Attorney and Clerk ONLY)</u>	
• Compliance with RFP Instructions	P/F
• Licensing and Professional Standing	P/F
• Conflicts of Interest	P/F

When the Selection Committee concludes its work, it will make a recommendation to the City Council, and request authority to begin negotiating an agreement, including the final scope of work and fees for services, with the successful Respondent firm.

Upon approval by the City Council, City staff will begin contract implementation with the successful Respondent. If the negotiations are unsuccessful, or if an agreement cannot be reached within a reasonable time, as determined by the City, then City staff will terminate negotiations the firm, and will request authority from the City Council to begin negotiations with another Respondent firm. Any compensation discussed with one Respondent will not be disclosed or discussed with any other Respondent.

Upon the conclusion of negotiations, the successful Respondent firm will enter into an agreement with the City. The agreement shall not be in force until the Selma City Council approves it, and it

is signed by the Mayor. The City cannot pay for any work or services performed prior to the approval of the agreement by the City Council, and the issuance of a notice to proceed by the City.

Please note, this RFP does not guarantee that the City will make any contract award. The City reserves the right to modify, amend, or withdraw this RFP, in whole or in part, at any time and for any reason, in its sole discretion. The City also reserves the right to reject all submissions, in its sole discretion.

END OF RFP

9

JAMES PERKINS, JR.
MAYOR




222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
CC: Robert Baugh, Attorney, Dentons Sirote
Benjamin S. Goldman, Attorney, Hand Arendall Harrison Sale
From: James Perkins, Jr., Mayor, City of Selma 
Date: May 18, 2023
Re: Budget Negotiations

The purpose of this memorandum is to inquire as to whether the city council wants to continue negotiating. If the council is willing to continue negotiations it is my desire to make the council aware that I am willing to resume negotiations immediately.

Timing becomes more critical each day. These delays are crippling our city and we must move swifter.

Please let me know by noon tomorrow if you want to immediately resume negotiations. If the majority answers 'yes' then I will immediately schedule a time and place to move forward.

In advance, thank you.

selma-al.gov

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

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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

CC: Department Heads

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

Date: May 18, 2023

Re: **Memorial Stadium and Bloch Park Negotiations Between Selma School System and City of Selma**

One month ago, the Superintendent of the Selma City School System, Dr. Zickeyous Byrd, and Selma City Mayor, James Perkins, Jr., entered into discussions around the possibility of transferring the title of the above referenced sports facilities to the school system. As some athletic seasons come to an end and others quickly approach for the fall season, the need to expedite the transaction is critical.

To ensure swift action, Superintendent Byrd and Mayor Perkins agreed to come together with their administrative teams, hammer out an agreement, and deliver their consensus agreement to their governing bodies, that being the school board and city council, for further discussions and hopefully an affirmative vote by each. Superintendent Byrd was successful in getting his governing body to await the proposed terms of the negotiated agreement. On the other hand, when I delivered the idea to the city council, the city council president decided that the city council should lead the executive function of negotiating. Even though I knew this to be clearly an executive function, as mayor, I had the option to protest at that moment or wait to see whether the city council would be able to negotiate an expedited agreement with mutually agreeable terms. A month later, this has not happened and at this point, it is necessary for me to assume the responsibility as chief executive and work with the superintendent to complete a set of terms and conditions that meet the mutual needs of the community, especially our children. (See Attachment A).

To be clear, the following is a direct quote from the Alabama League of Municipalities Handbook, DUTIES AND RESPONSIBILITIES OF THE COUNCIL AND MAYOR OF THE CITY OF SELMA, ALABAMA

The council is the legislative branch. The council has authority over the finances and property of the municipality. The council establishes policies, passes ordinances, sets tax levels, determines what sorts of services the municipality will offer and has authority over all other legislative aspects of municipal government. Section 11-43-56, Code of Alabama 1975. Perhaps the best way to sum it up is that the mayor is the chief executive officer of the city and is charged with the duty of supervision of the affairs of the city under policies fixed by the council. AGO to Hon. A.J. Cooper, August 15, 1973.

selma-al.gov

Memorandum

Re: Memorial Stadium and Bloch Park Negotiations

Between Selma School System and City of Selma

Page 2 of 2

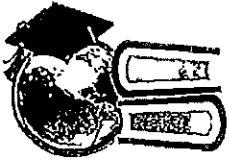
*Citizens and councilmembers must understand that individual councilmembers, acting alone, have no greater power or authority than any other citizen of the municipality. **The council can only act as a body at a legally convened meeting. No official action may be taken by any individual council member. All official action must be taken by the council acting as the governing body.** For instance, the Attorney General has ruled that individual councilmembers cannot direct the activities of a municipal fire department, even pursuant to a properly enacted ordinance. AGO 1988-262. Other similar rulings include: • Individual city councilmembers may not supervise and control municipal departments. The city council must approve expenditures of municipal funds. AGO 1991-147.*

It is critical that these discussions and actions be expedited, even more critical is the need to have each negotiating side speak with one voice in the room where the discussions are taking place and ultimately having their governing bodies decide the fate of any agreement. It is categorically the role, function, and authority of the Superintendent of the City School System and the Mayor of the City of Selma to lead these discussions and after reaching an agreement as to what is hopefully the optimal solution to a challenging situation.

Finally, I have protested this type overreach by this city council many times before. But this time, I decided that if my silence would cause the process to move swiftly and justly, then I would sit back and hope for a favorable outcome. But what is happening, once again, the city council should be realizing that it cannot manage city government from the city council chambers and when they find themselves, individually giving department heads directions or asking the city attorney to give the department heads directions, the process is out of order. (See Attachment B).

Having explained my position, I am announcing that I will be meeting with the school superintendent and their lawyer on Tuesday, May 23rd, and I will report out to the city council during the city council meeting the status of the negotiations.

Thank you and I ask for your cooperation with this matter.



City of Selma
222 Broad Street
Selma, AL 36701

Dear Honorable Mayor Perkins:

I hope you are well. In response to our recent conversation, I'd like to reiterate my growing concerns about the ongoing delays in repairing the stadium and the consequences of those delays. As we've witnessed from this current year, our students and city have suffered so many devastating losses. As noted in a recent Selma Times Journal Article, students and voters in this community have expressed their disappointments of not being able to compete in any baseball, softball, or track/field sporting events at our local "home" stadium. I am increasingly concerned that if we do not repair the stadium quickly, we will find ourselves in danger of not having any football games played in Selma during the upcoming season. Not having an athletic field/complex for sports would be an absolute travesty for all of our scholars, employees, parents, and community members who participate in and support our athletic programs. I am continuing to share my concerns and possible solutions regarding the stadium in hopes to avoid another major loss within the Selma community.

I understand that the City Council has defunded the Parks and Recreation Department due to financial concerns. With this in mind and to avoid continued delays and approvals to the repairs of the stadium, I would like for you and the Council to respectfully consider transferring ownership of the stadium to Selma City Schools. Such a transfer would be a win, win for both the City and School District.

I would like to, respectfully, ask that you consider the "pros" I have listed below. I would love to be able to speak more about the pros and cons of transferring the stadium to Selma City Schools in future conversations. Such an initiative will be a win-win for the school district, the City of Selma, The Mayor's Office, and the City Council. Through this proposal, we can offer appropriate facilities for our scholars, our families, and our community.

Pros

- The municipality will no longer bear the responsibility and expenses related to the stadium.
- The municipality will no longer be obligated to employ staff to maintain the stadium.
- The municipality will continue to provide essential functions through sports recreation. This is still a duty to the citizens and children of Selma. Our children deserve to be able

to participate in and witness sports in their local community and they deserve the support of their local community.

- While the school district will own the stadium, Selma City Schools will continue the same existing levels of accessibility and use for citizens, schools, and organizations in Selma.
- The municipality will be able to save insurance money received from the storm damage and use the funding for other projects and needs.
- The municipality will no longer have to carry the liability or maintenance of the stadium should the school district decide to build its own stadium, which is becoming an increased need.
- By working together to accomplish this endeavor, we will demonstrate that we are indeed champions for the children of Selma...As we all should be.

Again, thank you very much for always keeping an open line of communication with me. I look forward to discussing this issue more very soon as you engage the Selma City Council, and I engage the Selma School Board.

Respectfully,



Zickeyous M. Byrd, Ed.D
Superintendent

Zimbra

mayoroffice@selma-al.gov

Stadium Bloch Park/Selma City School System

From : Warren Young <billyyoung95@yahoo.com>

Thu, May 11, 2023 03:49 PM

Subject : Stadium Bloch Park/Selma City School System**To :** Dawn Taylor <mayoroffice@selma-al.gov>, Major Madison <mmadison@selma-al.gov>, Troy Harvill <troyharvill@gmail.com>, Jannie Thomas <janniethomas16@yahoo.com>, Atkin Jemison <ccward6@selma-al.gov>, Mayor James Perkins <jperkins@selma-al.gov>, Debra J. Mosely <cityattorney@selma-al.gov>**Cc :** Benjamin S. Goldman <bgoldman@handfirm.com>, Kelly Thrasher Fox <kfox@handfirm.com>, Neekie Ellison <selmacitycouncil@gmail.com>

Good afternoon Everyone!

Please send your "Christmas Wish List" items to Attorney Kelly Thrasher Fox for the proposed action regarding the Stadium/Bloch Park by Monday, May 15, 2023 at noon. Attorney Madison since you were present at the last meeting can you please make sure the Recreation Director, Treasurer, and Building Director get their requests to Attorney Fox. We will plan to have another meeting next week to go over next steps.

Thank you,

Warren "Billy" Young

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

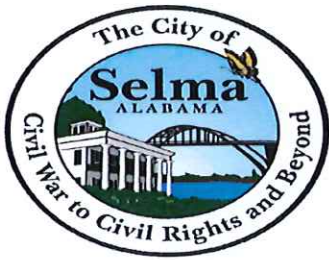
To: Selma City Council
CC: Kenta Fulford, Chief of Police
From: James Perkins, Jr., Mayor, City of Selma
Date: May 18, 2023
Re: **Follow Up – Selma Police Department Responsibility Resumed by Mayor**

On February 22, 2023, I released a Press Statement addressing public safety. (See Attachment A.) In that statement I offered to the Selma City Council the opportunity to take over the responsibilities at the Selma Police Department and make corrective action decisions as they saw fit. Even though the complaints and problems continue to mount, both internally and externally, there have been no serious discussions about the challenges within the police department and no corrective actions have been proposed/taken. There have been twelve (12) murders this year and ten (10) of those murders have taken place after February 22nd. (See Attachment B.)

Again, I hope the city council leadership sees that it cannot run municipal government from the city council chambers or council committees. Nonetheless, effective immediately, I am resuming all executive responsibility of the Selma Police Department. This means that the Chief of Police will report to the governing body through the mayor.

I encourage city council members to call or come by the office to discuss their public safety and other concerns so that we can work through them together, and solve problems. Looking and working forward.

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



PRESS STATEMENT

WE ARE TOGETHER.

FOR IMMEDIATE RELEASE

SELMA, ALABAMA – February 22, 2023

Citizens of Selma, there are two words in management that are important for us to know and understand. Those two words are responsibility and authority. A simple definition of responsibility is “a thing that one is required to do as part of a job.” A simple definition of authority is “a person or organization having power or control to decide in a particular area.” There is a management rule that says whoever has the responsibility to do a job should also have the authority or power to decide how to do that job. In the case of the Selma Police Department, this management rule is broken. It is clear that in SPD the responsibility to provide executive-level management to solve problems and issues is with the mayor and the authority to decide how to do that job is with the city council.

As mayor, I have made several attempts to fix this problem because it is at the core of all the complaints and problems I receive about the police department, and there are many very serious issues. The city council has made clear that it wants to keep the authority to decide how to fix problems within the department. However, for a solution to happen, the responsibility and authority must be in the same place.

Therefore, since the city council insists on holding the authority, then I have decided to share responsibility with city council. Going forward, the city council has both the responsibility and authority to work directly with the Chief of Police to address non-personnel related issues within the police department. All non-personnel related executive management issues and problems involving citizens and resource allocation within the police department should be directed to the city council because only the city council has the authority to fix them. Everything I have done or attempted to do up to this point have been addressing symptoms because only the city council has the authority to solve these problems. I have 1) attempted to purchase a camera system, 2) prevented the misuse of grant funds, 3) provided resources and training to assists with crime investigations to solve murders and slow down the murder rate, 4) waved a bright red flag about the evidence room issues, 5) questioned slow call response, 6) responded to over 50 citizen complaints, etc. These are only symptoms; but, the city council holds the keys to the solution. Those keys are money and the authority to decide.

Citizens be clear, within the city of Selma, the mayor does not have the authority to fix the problems within the police department. But since, as mayor, I cannot fix them, it was important that I at least expose them. Having done that, my mind, heart, and hands are clear.

I want to thank Interim Police Chief Tommie Reese and Attorney General Steve Marshall for their support while our city wrestle with its public safety challenges. In the short time Interim Chief Reese has been with us, he has done an excellent job for the City. Thank you. Now Chief Kenta Fulford reenters his duties as chief with a direct line of responsibility and authority to the city council.

Moving forward.

SELMACITYHALL



selma-al.gov

OFFICE OF MAYOR JAMES PERKINS, JR.

Criminal Murder Cases

as of

May 18, 2023

Victim Name	Race/Gender Age	Date of Crime
Otis Carter	B/M 38	Tuesday, January 10, 2023
Aaron Cline	B/M 60	Saturday, February 18, 2023
Quintarius Perkins	B/M 20	Thursday, March 2, 2023
Tyron Stallworth	B/M 38	Sunday, March 5, 2023
Camron Struggs	B/M 24	Sunday, March 5, 2023
Lakin Smith	B/M 24	Sunday, March 5, 2023
Georgio Howell	B/M 21	Friday, March 17, 2023
Gerald Johnson, Jr.	B/M 19	Sunday, March 19, 2023
Napoleon Ivory, Sr.	B/M 41	Friday, March 24, 2023
Aaron Tower	B/M 5	Saturday, March 25, 2023
Je'von Hall	B/M	Saturday, April 29, 2023
	B/M	Thursday, May 11, 2023