

CITY OF SELMA WE ARE TOGETHER

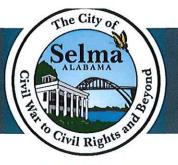
MAYOR'S REPORT COUNCIL MEETING

May 9, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: WEDNESDAY, MAY 3, 2023





222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report

Submitted on May 3, 2023 Council Meeting May 9, 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. Purchase Requisition
 - D. Trikke Tech Invoice
- 2. 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)
- 3. Authorization to Award Monitoring Services Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Debris Removal and Monitoring Management Plan Memorandum
 - D. Resolution (R166-22/23)
 - E. Debris Monitoring Resources and Duties
 - F. Bid Results from Hurricane Zeta (2020) Debris Monitoring & Removal

Mayor's Report cont. Submitted on May 3, 2023 Page 2

- 4. Authorization to Award Debris Removal Services Contract Project 4684DR-AL Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Debris Removal and Monitoring Management Plan Memorandum
 - D. Bid Results from Tornado Disaster (Jan. 2023) Debris Removal
 - E. Resolution (R165-22/23)
- 5. LED Lights for Public Works Building Henry Hicks, Sr., Public Works
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Osie Cunningham Electrical Services Quote
 - D. Purchase Requisition
- 6. An Ordinance for the Landbank
 - A. Memorandum to Council
 - B. Ordinance 106-22/23
- 7. Spectrum Franchise Agreement
 - A. Memorandum to Council
 - B. Resolution (R125-22/23)
 - C. Franchise Agreement
- 8. Citywide Camera System
 - A. Memorandum to Council
 - **B.** Request for Proposals
- 9. Budget Negotiations Update
- 10. Personnel Manual Update

Announcements:

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OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 2023

Re: Trikke Tech Inc.

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

I ask for your favorable consideration and vote.

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

JPJ/dt



CITY OF SELMA, ALABAMA POLICE DEPARTMENT

Kenta K. Fulford Chief of Police

PHONE (334) 874-2120 E-MAIL kfulford@sclma-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

PURCHASE ORDER

PO Bo Selma Phone	f Selma ox 450	i 36702-0450	BCI APR 17		Municipality Sales and §40-23	Exempt From Excise Tax		Corres Slips, I	ase Order Number Below Must spondence, Invoices, Bills of L Labels, and Packages. ase Order For Office Use Only	Appear on All ading, Packing
V E N D O R		st suite D1 CA 93427 US n			Pur	chase Order	ind F.O.B. Sho red Correct Un Will be Consid	wn Are less Wo lered Vo	·	To Inicolos This
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	ATE	TERM	ıs	F.O		SHIP	/IA			-
	1/2023	Net		SELMA, ALA	BAMA					
DATE DELIVERY RE	QUIRED	•	FOR				į į	elma P	Police Department	
QUANTITY		Item #			DESCR	PTION			UNIT PRICE	PRICE
	3 2 1 1 3		Frame Defer Frame Defer Master Instr	V Police POSI. Tinder 2021- WHIT nder 2021- BLAC ructor Certification hium ion 60V 24.5	E K on- 3 day cour:	se PARE			\$9,970.00 \$0.00 \$0.00 \$3,000.00 \$0.00	\$29,910.00 \$0.00 \$0.00 \$3,000.00 \$0.00
									Subtotal Tax Shipping Total	\$32,910.00 \$800.00 \$33,710.00
Vedor agrees, a nondiscriminat	пон ні енгрюуте	sale, to comply with Section nt. REQUISITION	n 202 of Executive O	rder 11246, as amende	ed, relating to	I ce	rtify that the e	oods or	Purchasing Agent PAYMENT services listed above have b	sen received
1 Fund 9400 Bud	20.00	6100 Dept	DEPARTMENT HEAD	50155 Acet Na			Department I	4		7 Alleus atte
			(Before This	Order)			•		y	

(Before This Order)

Trikke Tech Inc.

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



INVOICE

BILL TO Selma Police Department 1300 Alabama Avenue Selma, AL 36703 USA	SHIP TO Selma Police Department 1300 Alabama Avenue Selma, AL 36703 USA	SHIP DATE SHIP VIA TRACKING#	12/29/2022 LTL Freight 32200204256	INVOICE DATE TERMS DUE DATE	4701 11/22/2022 Due on receipt 11/22/2022
DESCRIPTION	· · · · · · · · · · · · · · · · · · ·	QTY		RATE	AMOUNT
trame; full suspension; high p system; 1470Wh quick-swap I wheel hydraulic disc brakes; o headlights, tail lights, brake lig	iren; gear bag; phone holder: USB	3		9,970.00	29,910.00T
Frame Defender 2021 - WHIT	E	2		0.00	T00.0
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Master Instructor Certification Light Duty & Ongoing Mainten	- Train the Trainer Instruction, and ance Instruction - 3 day course	1		3,000.00	3,000.00
Battery, Lithium ion 60V 24.5A	h 1470Wh - SPARE	3		0.00	T00.0
Serial Numbers: USA T8HD 000517		SUBTOTAL		**	32,910.00
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USA T8HD 000535		SHIPPING			00.008
Good marring trunck!	to the design of	TOTAL			33,710.00
Good morning, I would like to package. Thanks	nave the blue/ red light	BALANCE DUE			\$33,710.00



OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 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



1 Satterfield St Selma, AL 36701

O: 334.875.1960 F: 334.875.1961

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 abovementioned 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. 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.

Mullish Agg 8772 Meredith Hogg-Stone, P.E.





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

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, an emergency exists where an 8-inch concrete sanitary sewer main running northwest under Dallas Avenue is seriously deteriorated and needs to be replaced; 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:

That the above requested labor, parts and replacement for the emergency work to the Dallas Avenue sanitary sewer main are approved.

THIS THE	NCIL OF THE CIT DAY OF	,
	The Munic	ipality of Selma, Alabama
ATTEST:	Warren Yo	ung, President
Ivy S. Harrison, City Clerk		
	James Perk	ins, Jr., Mayor

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OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 2023

Re: Authorization to Award Monitoring Services

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

I ask for your favorable consideration and vote.

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

JPJ/dt

JAMES PERKINS, JR. MAYOR



222 BROAD STREET SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT

WE ARE TOGETHER.

April 24, 2023

MEMORANDUM

To: Mayor James Perkins Jr.

From: Tornado Disaster Debris Removal Services Review Team

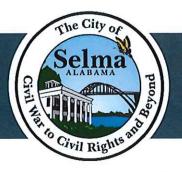
Re: Recommendation for Debris Services RFP

- 1. Office of Planning & Development
- 2. Public Works Department
- 3. City Clerk's Office
- 4. Finance Office
- 5. Legal Department

Please review the attached documents that were reviewed by the team of offices listed above for the purpose of selecting a debris removal team for the services of the items listed below:

- 1. The removal and disposal of all eligible disaster-generated debris from a city's *public properties and right of ways* as directed by the City of Selma.
- 2. The removal and disposal of all eligible disaster-generated debris from a city's *cemetery* on a two-part process (1 trees/2 root balls).
- 3. The removal and disposal of all eligible disaster-generated debris from *private property*, and the *proper disposal* of all eligible disaster-generated debris.

Upon reviewing all the packages received from each of the listed companies, the group of reviewers based their decisions on the criteria required by state and federal government regulations. The selection was unanimous in response to reviewing all the proposals. By which the recommendation was chosen to be **DRC Emergency Services**. This recommendation is based on the fact that DRC was the lowest responsible bidder, and they had the most experience in handling projects of this nature.



OFFICE OF PLANNING & DEVELOPMENT WE ARE TOGETHER.

MEMORANDUM

To:

James Perkins, Jr., Mayor

Selma City Council

From:

Danielle Wooten, Director, Planning & Development

Date:

May 1, 2023

Re:

Debris Removal and Monitoring Management Plan

The Office of Planning & Development met with the City Attorney, Federal Emergency Management Agency (FEMA) Federal Coordinating Officer, Infrastructure Branch Director, Program Delivery Manager, and Alabama Emergency Management Agency (AEMA) to inform the consultants, Goodwin Mills and Cawood, of the approvals and activities regarding debris collection that had taken place prior to their engagement on March 4, 2023. A consensus was determined regarding the general concerns that were raised by the consultants in response to Councilman Carmichael's April 26, 2023 email. The consultants acknowledged that they provided general advice without discussion with staff or the following background knowledge:

Personal Property Debris Removal (PPDR)

The official request for PPDR was submitted by the City of Selma on March 7, 2023, and official approval was granted by FEMA on April 13, 2023. Updates on the validation process had been provided publicly and directly shared via text message to Councilman Carmichael on March 23, 2023. The first-round of validated properties (141) was finalized with the FEMA PDMG and released to both the Selma Sun and Selma Times Journal for publication on Wednesday, April 26, 2023. Right of Entry forms can be picked up in Planning & Development, City Attorney, or City Clerk offices. It will also be available at selma-al.gov as soon as the web developer can update the website. For those that have been affected and properties may not be listed, they can remit questions and addresses to the Office of Planning & Development at 334-874-5324.

Capability of Force Account Labor

The proposed resolution explains the intent of the City to identify and train qualified monitors internally with FEMA providing training on proper procedures and records management. The consultant expressed their confidence in the experience and knowledge of the FEMA trainer assigned to train city employees. Additionally, city staff has already exhibited the ability to sufficiently provide debris monitoring services as evident during the period from January 16, 2023 through February 12, 2023. Staff accurately performed monitoring services in accordance with the state and federal guidelines for Category A – Debris Removal for documenting location logs, staff and equipment usage, and photographs where necessary. The city has developed a preliminary Debris Management

Phased Plan (DMP), which outlines the phases for collection of specified activities and the amount of personnel that would be needed to adequately provide monitoring services throughout each phase. The plan phases are provided and have been reviewed with consultants, as well as federal and state representatives. However, the DMP cannot be finalized until there is a contractor awarded the debris removal services and subsequent coordination has occurred to complete a final plan.

FEMA Documentation and Eligibility Standards

All parties reviewed the FEMA regulations for simplified procedures and small projects for the federal and state level to include requirements for the obligation phase which is performed by FEMA, the validation phase which performed by the state, as well as the audit phase. The program delivery manager has preliminarily determined each project and scope for the necessary activities which qualify as small project(s). Therefore, the documentation requirements and thresholds have been revised and streamlined via FEMA's Section 422 Simplified Procedures Policy published on August 3, 2022 which was provided to the city council at the Thursday, April 27, 2023 special called meeting. FEMA eligibility and AEMA validation for small projects does not require photographs or GPS coordinates. However, not required the following has already occurred and will be sufficient for audit purposes:

- The Alabama Forestry Commission has accessed all hazard trees on public property, public
 facilities, and public rights-of-way. The report, which will be included in the DMP for the
 debris removal contractor, provides mapping and GPS coordinates for each hazard tree
 located.
- The FEMA site inspectors have locations and photographs for all hazard trees/stumps and PPDR validated properties.
- Force Account Labor will track and retain location logs, load tickets, and photographs where necessary

Cost Adequacy & Estimation

As stated in the March 2021 FEMA Public Assistance Debris Monitoring Guide, public entities are encouraged to utilize force account labor in performance of debris monitoring services and professional engineers are not required. Additionally, documentation was provided to show a comparison of the amount that was expended during Hurricane Zeta in 2020 via debris monitoring services performed by contractor at an amount of \$299,000 in comparison to the estimated not to exceed amount of \$150,000 for force account labor based on the phased debris management approach. In the management of the Administrative Services contract with consultant GMC, the City of Selma staff has attempted to utilize services and assign tasks in the most financially responsible and prudent manner to garner the most advantageous results for the City with a concentration on identifying additional opportunities for full reimbursement without duplicating of services already provide and completed.

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

Phase 1	Phase 2	Phase 3
Tree Removal – Cemetery &	Right-of-way (Areas 1 & 2)	Stump Removal
Public Facilities		
Section 106 Compliance	PPDR (Areas 3 & 4)	Right-of-way (Areas 3 & 4)
-		PPDR (Areas 1 & 2)

RESOLUTION R166 -22/23

Federal Emergency Management Agency Authorization to Award Monitoring Services

WHEREAS, the City of Selma recipient of the Federal Emergency Management Agency Tornado disaster assistance project requests authorization for the training for monitoring services for the damage areas throughout the city; and

WHEREAS, qualifications will be reviewed by his administration staff on behalf of the city of Selma, to train and allow monitoring services to be done internally by staff who takes training and has the ability to complete each of the task required by federal regulations; and

WHEREAS, the City desires authorization to assign staff in an amount not to exceed \$100,000.00 for monitoring cost; and

WHEREAS, it is desired that these funds be paid through the Disaster Relief funds allotted disaster funds that was appropriated by the city Council regarding this project, and receive 82.5% reimbursement cost of all funding associated with this expense.

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

James Perkins, in his capacity as Mayor, is hereby authorized to assign staff in the amount not to exceed \$100,000.00 for the monitoring of this project.

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

on this the 25th day of April, 2023.

WARREN BILLY YOUNG, Pres.	ident

ATTEST:

Ivy Harrison, Clerk	_
	APPROVED:
	JAMES PERKINS JR., MAYOR

Chapter 3: Debris Monitoring Resources and Duties

A. Force Account Resources

Applicants are encouraged to use their own employees (force account labor) to monitor debris removal operations. An Applicant's own employees are the most familiar with the jurisdiction and know the priorities of the Applicant's debris management plan.

Other benefits of using force account labor for debris monitoring include:

- The local workforce may be able to respond immediately after the disaster.
- Standard timesheet and equipment documentation procedures are typically adequate for documentation purposes.

B. Contractor Resources

An Applicant may hire contractors to provide debris monitoring services. Debris monitoring contractors should not be employed by or affiliated with the debris removal contractor.

Applicants are required to use competitive contract bidding procedures when procuring these services, unless they can justify sole sourcing. ¹⁰ If the Applicant, in compliance with SLTT law, wants to issue a sole source contract rather than conduct a sealed bidding process, the Applicant would have to demonstrate that there are "exigent circumstances" necessitating procurement by non-competitive methods and use of a sealed bidding process would cause an unacceptable delay. Applicants are also required to maintain proper oversight of these contracts to ensure compliance with contract terms. ¹¹ The Applicant must include in the contract a termination date for the non-competitively procured contract and justify in writing why the period of performance is reasonable under the prevailing circumstances. ¹² More information on debris monitoring contracts is found in Chapter 4: Debris Monitoring Contract Provisions and Methods.

C. General Debris Monitor Qualifications

Applicant debris monitors should:

- Fully understand their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by the Applicant;
- Possess the capability to estimate debris quantities accurately and objectively;
- Understand all phases of debris management operations, including loading sites, debris management sites (DMSs), and final disposition locations:
- Be able to differentiate between debris types;
- Be able to complete load tickets properly;
- Understand site safety procedures;
- Communicate effectively and efficiently; and
- Possess previous construction site experience (preferred).

^{9 44} C.F.R. § 206.228.

¹⁰ 2 C.F.R. § 200.320(f) or analogous state obligations if procurement under 2 C.F.R. § 200.317 auspices.

^{11 2} C.F.R. § 200.318(b).

¹² See generally 2 C.F.R. § 200.320(f).

 Have general knowledge pertaining to the operation of large construction machinery (preferred).

Debris monitors do not need to be registered professional engineers.

In addition to the general qualifications for debris monitors, field supervisors need to:

- Possess the ability to communicate with field staff as well as management;
- Be able to resolve conflicts and issues in the field; and
- Understand when to elevate issues to the Applicant's management.

D. Types of Debris Monitors

Applicants need to monitor all aspects of the debris removal operation, including activities at all loading, staging, and disposal sites. Debris monitors may have different roles and responsibilities at different stages or components of a debris removal operation; an individual may assume the role of each monitor type at various stages of the disaster. Debris monitors report directly to the field supervisor regarding their daily oversight. All logs and load tickets are submitted daily to the field supervisor. See Appendix A: Field Reference Guides for lists of debris monitoring duties by type of debris monitor.

Loading Site Monitors

Loading site monitors perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. Loading site debris monitors' primary duties are:

- Estimating load volumes and issuing load tickets at the load sites, retaining a copy of the ticket (for detailed description of load ticket chain-of-custody, refer to Appendix B: Sample Debris Monitoring Plan and Monitoring Forms); and
- Maintaining logs of daily subcontractor performance, eligibility, or other activities as required.
- Can be a roving monitor who follows a truck around throughout the day or checks-in on multiple loading trucks. Produces roving monitor report.

Tower/Site Monitors

Debris monitors at a DMS are often referred to as "tower" or "site" monitors." Tower/site monitors' primary duties are:

- Accurately measuring and documenting load hauling compartments prior to debris hauling operations (and recertifying on regular basis);
- Collecting and physically controlling load tickets;
- Ensuring that all debris is removed from trucks at DMSs;
- · Monitoring DMS development and restoration; and
- Overseeing debris reduction (grinding, burning, chipping, etc.).

Field Supervisor

The Applicant's field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the Applicant. They may also coordinate daily activities with FEMA, the Recipient, and Applicant field personnel. The field supervisors' primary duties are:

- Scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites;
- Conducting or overseeing truck certifications, load measurements, and photodocumentation as required; and
- Collecting daily logs from the debris monitors and tabulating truck load data for the daily report.

E. Reasonable Level of Effort Guidance

All costs must be associated with a reasonable level of effort, including appropriate numbers of debris monitoring personnel and clerical staff related to the scope of the debris removal operation. FEMA will evaluate the level of effort of debris monitoring operations for reasonableness when determining the eligibility of debris monitoring costs. The level of effort for debris monitoring operations should be proportionate with the magnitude of the disaster, the types and quantities of debris to be removed, and the scope of the debris removal operation. Historical data for debris monitoring operations suggests the following level of effort may be appropriate for field efforts.

Level of Effort for Debris Loading Sites

- Rural areas: One loading monitor may be provided for each loading device/location in order to properly observe all debris loading activity. The number of loading monitors can be amended to allow one monitor to oversee two or three contractor loading sites, if the loading activity can be properly observed from a single controlled location and the collected debris can be documented and verified as eligible or ineligible.
- Urbanized or higher-density areas: One loading monitor may be provided for each loading site. One loading monitor may be provided for every three to four loading sites if the loading monitor can monitor the sites via line-of-sight or a controlled access point.

Level of Effort for Debris Management Sites

- Tower/site monitors: Tower/site monitors are required at DMSs regardless of if the site is a temporary or a permanent one. Depending on the set-up of the DMS, a minimum of one tower/site monitor is required to document load quantities and verify that trucks are emptied. Additional tower/site monitors may be needed at exit locations to verify that trucks are emptied, or at reduction (grinding burning, chipping, etc.) locations to document and verify production rates.
- Field supervisors: If multiple DMSs are in operation, one field supervisor may be added for every 10 debris load site monitors, or as needed for exceptionally large and unique operations to ensure adequate management of operations.
- Clerical/data entry support: Typically, one or two data entry personnel can accommodate the daily data amassed when debris operations use load tickets for

documentation. Larger or faster operations with a multitude of reports may require additional clerical support. The number of clerical/data entry personnel should be adjusted to the needs of the Applicant. The use of automated debris monitoring documentation systems may significantly reduce the required level of effort for data entry support.

2020

CITY OF SELMA, ALABAMA DISASTER DEBRIS MONITORING SERVICES RELATED TO HURRICANE ZETA

				DEBRIS TECH	STECH	9	GMC	TETR	TETRA TECH
	NO OF	ESTIMANTED	ESTIMATED						
DESCRIPTION	NO. OF	LOUDE PER DAY	WORKINGD	HOURLY RATE	AMOUNT	HOURLY RATE	AMOUNT	HOURLY RATE	AMOUNT
	WOKNERS	HOURS PER DAY	AYS						
Principal	0	0	30	NO CHARGE	NO CHARGE	N/A	N/A	\$55.00	\$0.00
Project Manager	1	12	30	\$65.00	\$23,400.00	\$60.00	\$21,600.00	\$65.00	\$23,400.00
Operations Manager	1	12	30	\$55.00	\$19,800.00	\$43.00	\$15,480.00	\$55.00	\$19,800.00
Field Supervisors	3	12	30	\$45.00	\$48,600.00	\$38.00	\$41,040.00	\$42.00	\$45,360.00
Load Site Monitors	16	12	30	\$32.00	\$184,320.00	\$32.00	\$184,320.00	\$33.00	\$190,080.00
Debris Site/Tower Monitor	2	12	30	\$32.00	\$23,040.00	\$32.00	\$23,040.00	\$33.00	\$23,760.00
			TOTAL	· · · · · · · · · · · · · · · · · · ·	\$299,160.00	The state of the s	\$285,480.00	THE PERSON NAMED IN	\$302,400.00
						-			

Only one (1) proposer submitted price for Principal. The determination is that no Principals will be required for monitoring services therefore the amount will be \$0.00 These numbers are estimates only.

It should be noted that the cost proposal is worth 20 points out of a possible 100 points (20%) in the rating system.

CITY OF SELMA, ALABAMA DISASTER DEBRIS REMOVAL AND DISPOSAL RELATED TO HURRICANE ZETA

				DRCEMER	DRC EMERGENCY SERVICES	LOOKS G	LOOKS GREAT SERVICES	TFR 6	TFR ENTERPRISE	KDFEN	KDF ENTERPRISE
	Proposed Completion Time			9	60 Days	,	35 Days	4	45 Days	DID NC	DID NOT SUBMIT
NUMBER	_	QТУ	UNIT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT PRICE	AMOUNT
1	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	50,000	Շ	\$5.50	\$275,000.00	\$5.50	\$275,000.00	\$6.90	\$345,000.00	\$8.75	\$437,500.00
2	Operate Debris Reduction Site – Includes Clearing, Preparation of Site, Segregation of Debris, Restoration of Site and Closeout	50,000	Շ	\$1.00	\$50,000.00	\$1.75	\$87,500.00	\$2.45	\$122,500.00	\$2.00	\$100,000.00
м	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping	50,000	0	\$2.50	\$125,000.00	\$2.75	\$137,500.00	\$1.10	\$55,000.00	\$2.75	\$137,500.00
4	Reduction of Vegetative Debris at the Debris Reduction Site by Forced Air Burning	50,000	C	\$2.00	\$100,000.00	\$2.50	\$125,000.00	\$0.75	\$37,500.00	\$1.95	\$97,500.00
S	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site to Rubbish Facility (Unit Price Shall Include Tipping Fees)	12,500	Շ	\$7.7\$	\$96,875.00	\$11.75	\$146,875.00	\$11.75	\$146,875.00	\$16.00	\$200,000.00
9	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Ash) from Debris Reduction Site to Landfill (Unit Price Shall Include Tipping Fees)	12,500	Շ	\$7.75	\$96,875.00	\$14.00	\$175,000.00	\$16.50	\$206,250.00	\$16.00	\$200,000.00
7	Loading, Haul and Final Disposal of Eligible Vegetative Debris Directly to Rubbish Facility (Unit Price Shall Include Tipping Fees)	12,500	ઇ	\$8.00	\$100,000.00	\$15.50	\$193,750.00	\$17.75	\$221,875.00	\$19.50	\$243,750.00
80	Loading, Haul and Final Disposal of Demolition Debris Directly to Rubbish Facility (Unit Price Shall Include Tipping Fees)	12,500	ঠ	\$8.50	\$106,250.00	\$15.50	\$193,750.00	\$17.75	\$221,875.00	\$21.50	\$268,750.00
6	Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop)	200	EACH	\$50.00	\$10,000.00	\$100.00	\$20,000.00	\$90.00	\$18,000.00	\$100.00	\$20,000.00
10	Leaning/Hazardous Tree Removal, 13" - 23" (Cut and Drop)	150	EACH	\$100.00	\$15,000.00	\$250.00	\$37,500.00	\$125.00	\$18,750.00	\$100.00	\$15,000.00
11	Leaning/Hazardous Tree Removal, 24" - 36" (Cut and Drop)	150	EACH	\$250.00	\$37,500.00	\$325.00	\$48,750.00	\$150.00	\$22,500.00	\$200.00	\$30,000.00
12	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	25	EACH	\$300.00	\$7,500.00	\$325.00	\$8,125.00	\$200.00	\$5,000.00	\$200.00	\$5,000.00
13	Removal of Hanging Limbs in the ROW (Per Tree) (Cut and Drop)	200	EACH	\$70.00	\$35,000.00	\$90.00	\$45,000.00	\$79.00	\$39,500.00	\$90.00	\$45,000.00
14	Hazardous Stump Extraction – 24" – 35"	50	EACH	\$150.00	\$7,500.00	\$150.00	\$7,500.00	\$265.00	\$13,250.00	\$150.00	\$7,500.00
15	Hazardous Stump Extraction – 36" – 48"	20	EACH	\$200.00	\$10,000.00	\$150.00	\$7,500.00	\$365.00	\$18,250.00	\$200.00	\$10,000.00
16	Hazardous Stump Extraction – Greater than 48"	30	EACH	\$300.00	\$9,000.00	\$150.00	\$4,500.00	\$395.00	\$11,850.00	\$250.00	\$7,500.00
17	Supply & Place Backfill Material as Required for Stump Removal and Rut Replacement	250	Շ	\$0.90	\$225.00	\$20.00	\$5,000.00	\$26.00	\$6,500.00	\$10.00	\$2,500.00
18	Loading, Haul and Final Disposal of White Goods to Landfill (Unit Price Shall Include Tipping Fees)	25	EACH	\$50.00	\$1,250.00	\$25.00	\$625.00	\$25.00	\$625.00	\$50.00	\$1,250.00
19	Loading, Haul and Final Disposal of Electronic Waste to Landfill (Unit Price Shall Include Tipping Fees)	200	LBS	\$1.00	\$500.00	\$1.00	\$500.00	\$2.00	\$1,000.00	\$5.00	\$2,500.00
20	Loading, Haul and Final Disposal of Household Hazardous Waste to Landfill (Unit Price Shall Include Tipping Fees)	250	LBS	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00	\$10.00	\$2,500.00
21	Disposal Site Inspection Towers (Erection and Removal)	2	EACH ;	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$3,600.00	\$7,200.00	\$1,500.00	\$3,000.00
		OPTION 1 (BURN)	(BURN)		\$866,850.00		\$1,245,250.00	To be to be	\$1,317,675.00		\$1,499,250.00
	0	OPTION 2 (CHIPPING)	PPING)		\$891,850.00		\$1,229,625.00		\$1,275,800.00		\$1,539,250.00

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 2023

Re: Authorization to Award Debris Removal Services Contract Project 4684DR-AL

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

I ask for your favorable consideration and vote.

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

JPJ/dt

JAMES PERKINS, JR. MAYOR



222 BROAD STREET SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT

WE ARE TOGETHER.

April 24, 2023

MEMORANDUM

To: Mayor James Perkins Jr.

From: Tornado Disaster Debris Removal Services Review Team

Re: Recommendation for Debris Services RFP

- 1. Office of Planning & Development
- 2. Public Works Department
- 3. City Clerk's Office
- 4. Finance Office
- 5. Legal Department

Please review the attached documents that were reviewed by the team of offices listed above for the purpose of selecting a debris removal team for the services of the items listed below:

- 1. The removal of all eligible disaster-generated debris from a city's *public properties and right of ways* as directed by the City of Selma.
- 2. The removal of all eligible disaster-generated debris from a city's *cemetery* on a two-part process (1 trees/2 root balls).
- 3. The removal of all eligible disaster-generated debris from *private property*, and the *proper disposal* of all eligible disaster-generated debris.

Upon reviewing all the packages received from each of the listed companies, the group of reviewers based their decisions on the criteria required by state and federal government regulations. The selection was unanimous in response to reviewing all the proposals. By which the recommendation was chosen to be **DRC Emergency Services**.



OFFICE OF PLANNING & DEVELOPMENT WE ARE TOGETHER.

MEMORANDUM

To:

James Perkins, Jr., Mayor

Selma City Council

From:

Danielle Wooten, Director, Planning & Development

Date:

May 1, 2023

Re:

Debris Removal and Monitoring Management Plan

The Office of Planning & Development met with the City Attorney, Federal Emergency Management Agency (FEMA) Federal Coordinating Officer, Infrastructure Branch Director, Program Delivery Manager, and Alabama Emergency Management Agency (AEMA) to inform the consultants, Goodwin Mills and Cawood, of the approvals and activities regarding debris collection that had taken place prior to their engagement on March 4, 2023. A consensus was determined regarding the general concerns that were raised by the consultants in response to Councilman Carmichael's April 26, 2023 email. The consultants acknowledged that they provided general advice without discussion with staff or the following background knowledge:

Personal Property Debris Removal (PPDR)

The official request for PPDR was submitted by the City of Selma on March 7, 2023, and official approval was granted by FEMA on April 13, 2023. Updates on the validation process had been provided publicly and directly shared via text message to Councilman Carmichael on March 23, 2023. The first-round of validated properties (141) was finalized with the FEMA PDMG and released to both the Selma Sun and Selma Times Journal for publication on Wednesday, April 26, 2023. Right of Entry forms can be picked up in Planning & Development, City Attorney, or City Clerk offices. It will also be available at selma-al.gov as soon as the web developer can update the website. For those that have been affected and properties may not be listed, they can remit questions and addresses to the Office of Planning & Development at 334-874-5324.

Capability of Force Account Labor

The proposed resolution explains the intent of the City to identify and train qualified monitors internally with FEMA providing training on proper procedures and records management. The consultant expressed their confidence in the experience and knowledge of the FEMA trainer assigned to train city employees. Additionally, city staff has already exhibited the ability to sufficiently provide debris monitoring services as evident during the period from January 16, 2023 through February 12, 2023. Staff accurately performed monitoring services in accordance with the state and federal guidelines for Category A – Debris Removal for documenting location logs, staff and equipment usage, and photographs where necessary. The city has developed a preliminary Debris Management

Phased Plan (DMP), which outlines the phases for collection of specified activities and the amount of personnel that would be needed to adequately provide monitoring services throughout each phase. The plan phases are provided and have been reviewed with consultants, as well as federal and state representatives. However, the DMP cannot be finalized until there is a contractor awarded the debris removal services and subsequent coordination has occurred to complete a final plan.

FEMA Documentation and Eligibility Standards

All parties reviewed the FEMA regulations for simplified procedures and small projects for the federal and state level to include requirements for the obligation phase which is performed by FEMA, the validation phase which performed by the state, as well as the audit phase. The program delivery manager has preliminarily determined each project and scope for the necessary activities which qualify as small project(s). Therefore, the documentation requirements and thresholds have been revised and streamlined via FEMA's Section 422 Simplified Procedures Policy published on August 3, 2022 which was provided to the city council at the Thursday, April 27, 2023 special called meeting. FEMA eligibility and AEMA validation for small projects does not require photographs or GPS coordinates. However, not required the following has already occurred and will be sufficient for audit purposes:

- The Alabama Forestry Commission has accessed all hazard trees on public property, public
 facilities, and public rights-of-way. The report, which will be included in the DMP for the
 debris removal contractor, provides mapping and GPS coordinates for each hazard tree
 located.
- The FEMA site inspectors have locations and photographs for all hazard trees/stumps and PPDR validated properties.
- Force Account Labor will track and retain location logs, load tickets, and photographs where necessary

Cost Adequacy & Estimation

As stated in the March 2021 FEMA Public Assistance Debris Monitoring Guide, public entities are encouraged to utilize force account labor in performance of debris monitoring services and professional engineers are not required. Additionally, documentation was provided to show a comparison of the amount that was expended during Hurricane Zeta in 2020 via debris monitoring services performed by contractor at an amount of \$299,000 in comparison to the estimated not to exceed amount of \$150,000 for force account labor based on the phased debris management approach. In the management of the Administrative Services contract with consultant GMC, the City of Selma staff has attempted to utilize services and assign tasks in the most financially responsible and prudent manner to garner the most advantageous results for the City with a concentration on identifying additional opportunities for full reimbursement without duplicating of services already provide and completed.

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

Phase 1	Phase 2	Phase 3
Tree Removal – Cemetery & Public Facilities	Right-of-way (Areas 1 & 2)	Stump Removal
Section 106 Compliance	PPDR (Areas 3 & 4)	Right-of-way (Areas 3 & 4)
		PPDR (Areas 1 & 2)

CITY OF SELMA, ALABAMA DISASTER DEBRIS REMOVAL AND DISPOSAL RELATED TO TORNADO JAN 12TH 2023

Ž	CITY OF SELMA, ALABAMA DISASTER DEBRIS REMOVAL AND DISPOSAL RELATED TO TORNADO JAN I	O TO TORNA	DOJANI	5707 H17												The same of	Carry Direct Prest, Description
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Æ	Flush Cutting Tree Removal, 48" > (Cut and Lrop)	6/			1	00.00	00 001 00	00000	00 000 00	00000	CR 100 00	05 693	\$6.255.00	\$85.00	\$7,650.00		
×	Removal of Hanging Limbs in the ROW (Per Tree) (Cut and Drop)	06	EACH	260.00	\$5,400.00	\$50.00	38.100.00	300.00	33,400,00	1	20,000,000	1	00 000 000 00		00 367 730 03		00 03
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RESOLUTION R165 -22/23

Federal Emergency Management Agency

<u>Authorization to Award Debris Removal Services Contract</u>

<u>Project 4684DR-AL</u>

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

WHEREAS, the City of Selma recipient of the Federal Emergency Management Agency Tornado disaster assistance project requested proposals for the debris removals services for the damage areas throughout the city of Selma; and

WHEREAS, proposals were received by the City Clerk's Office on behalf of the city of Selma, at which time the proposals were received sealed, and publicly opened and read aloud and later reviewed by a qualified expertise team; and

WHEREAS, the City of Selma desires to award DRC Emergency Services the contract for Debris Removal Services from public right of way, removal and disposal of eligible disaster generated debris from the cemetery, and removal of disaster generated debris from approved eligible private property sites for proper disposal cost; and

WHEREAS, it is the desired that these funds be paid through the Disaster portion of the disaster funds that was appropriated by the city Council regarding this project, and receive 82.5% reimbursement cost of all funding associated with this expense through FEMA by way of Alabama Emergency Management; and

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

James Perkins, in his capacity as Mayor, is hereby authorized to execute a contract for the debris removal services of this project.

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

on this the <u>25th</u> day of <u>April</u>, 2023.

	WARREN BILLY YOUNG, President
ATTEST:	
IVY HARRISON, CLERK	
· · · · · · · · · · · · · · · · · · ·	APPROVED:
	JAMES PERKINS JR., MAYOR

,



OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 2023

Re: LED Lights for Public Works Building

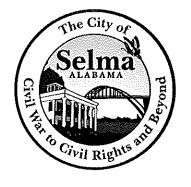
Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

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

JPJ/dt

HENRY HICKS,SR.
DIRECTOR



4555 WATER AVE. SELMA, ALABAMA 36701

OFFICE OF THE PUBLIC WORKS DEPT.

WE ARE TOGETHER.

4-11-23

To: Dawn Taylor, Executive Asst.Fr: Delois Smith, Administrative Asst.

Ref: PO that need to be place on Council Agenda

This P.O. need to be place on the agenda for Council. New lights has to be replace due to the heavy roof damage.

Osie Cunningham's Electrical Services

4-6-23

EXPIRATION DATE:

1839 Landline Road, Selma, AL 36701

Phone: 334.878.4339

TO: City of Selma Public modes

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QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
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		SUBTOTAL	
		TOTAL	

Quotation prepared by: Osie cumph
This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.
Fo accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!

PURCHASE ORDER

PO Box Selma, Phone V E N O R	Alabama (334) 8 Osie Cunr	ningham's Electricalline Road . 36701 SELMA ork Dept er Ave.	APR 1 0 2	022	Will Be Purcha	cise Tax (11) Terms, An Considere se Order V	d F.O.E	Corresponde Labels, and F Purchase O No. Vendor No. IMPORTANT-I B. Shown Are Pe act Unless We A considered Void Date of This Pu City of Se Finance D P.O. Box 4	For Office Use Only 121 READ CAREFULLY r Your Quotation or Previore Notified In Writing Prior If Invoices or Statements rchase Order.	ous Purchases and
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(Before This Order)



OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

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

Date: May 3, 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.
- (1) 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 REQU	JESTED
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.

- (1) 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 <u>27th</u> DAY OF <u>September</u>, 2022.

	The Municipality of Selma, Alabama
ATTEST:	Warren Young, President
Ivy S. Harrison, City Clerk	
	James Perkins, Jr., Mayor

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OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

Selma City Council To:

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

Date: May 3, 2023

Re: Spectrum Franchise Agreement

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

I ask for your favorable consideration and vote.

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

JPJ/dt

RESOLUTION R125-22/23

AUTHORIZING THE MAYOR TO ENTER A FRANCHISE AGREEMENT WITH CHARTER COMMUNICATIONS

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

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

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

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

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

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

	The Municipality of Selma, Alabama
	Warren Young, President
ATTEST:	5)

James Perkins, Jr., Mayor

FRANCHISE AGREEMENT

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

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

1. Definitions:

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

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

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

4. Use of the Streets and Dedicated Easements.

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

5. Maintenance of the System.

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

6. Service.

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

7. Insurance/Indemnity.

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

Workers' Compensation

Statutory Limits

Commercial General Liability

\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

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

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

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.
- 9. <u>Equal Protection</u>. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities

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

- 10. <u>Compliance with Laws</u>. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
- Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
- Confidentiality. If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.

13. Notices, Miscellaneous.

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee

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

Grantor: City of Selma

222 Broad Street Selma, AL 36701

Email: mmadison@selma-al.gov

Grantee: Charter Communications

Director, Government Affairs

151 London Parkway Birmingham, AL 35211

Email: taylor.vice@charter.com

b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.

- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
- 14. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. Franchise Fee.

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

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

- c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
- 16. <u>PEG Access.</u> Grantee shall provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers.
- 17. <u>Effective Date</u>. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on this signature page of this Franchise.
- 18. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this _	_ day of, 2022.
	City of Selma, Alabama
	Signature:
	Name/Title: James Perkins, Jr., Mayor
Accepted thisday of	, 2022, subject to applicable federal, state and local law.
	Spectrum Southeast, LLC By: Charter Communications, Inc., its Manager
	Signature:
	Name/Title: