

**MINUTES OF THE SELMA CITY COUNCIL MEETING
HELD ON MONDAY, JULY 23, 2001**

The Selma City Council met in a regular session in the Council Chambers of City Hall on Monday, July 23, 2001 at 5:00 p.m. with the following members present: President Pro Tempe Rita S. Franklin and Council members Glenn Sexton, Jean T. Martin, Nancy G. Sewell, Samuel Randolph, Benny L. Tucker, Bennie Ruth Crenshaw, and James Durry. President George P. Evans was absent from the meeting. Others present were Mayor James Perkins, Jr., City Attorney Jimmy Nunn, City Clerk Jackie Smith, and the Mayor's Administrative Assistant Sherri James. The Reverend Kenny Hatcher gave the invocation.

After roll call, President Pro Tempe Franklin declared a quorum present and the meeting was opened for the transaction of business as set forth on the agenda. President Pro Tempe Franklin asked if there were any additions or corrections to the agenda prepared for this meeting. President Pro Tempe Franklin asked that the agenda be amended to include the Historical Ordinance, the Cahaba Trace Commission and Ms. LaSaundra Lake. There being no other amendments to the agenda, on motion made by Councilwoman Sewell and seconded by Councilman Tucker, the agenda was approved with the stated amendments.

President Pro Tempe Franklin asked if there were any additions or corrections to the minutes of the July 9, 2001 Council meeting. There being no additions or corrections to the minutes, on motion made by Councilman Sexton and seconded by Councilwoman Martin, the minutes were approved as recorded.

I. CAHABA TRACE COMMISSION

President Pro Tempe Franklin introduced Mr. Tom Land, Executive Director of the Cahaba Trace Commission and Mrs. Alise Blackwell, Commission Member to the Council. Mrs. Blackwell explained the Cahaba Trace Commission is an eleven county organization appointed by the governor to represent the cultural and resource development of the eleven counties. Mr. Land explained some of the projects developed by the Commission including the Rosenwall School Movement that is on display at the Public Library, the Cahaba Lillie Project, and an inventory of Dallas County historical significant properties. Mr. Land presented Mayor Perkins with a book designed by the Cahaba Trace Commission entitled "Cahaba".

II. MAYOR'S REPORT

A. Ala-Tom RC&D Grant. Mrs. Elizabeth Driggers, Director of Community Development, informed the Council that the City of Selma has been notified of a \$5,000 grant award from the Alabama Tombigbee RC&D Commission for Riverfront development. Mayor Perkins asked Council to approve acceptance of the grant from Ala-Tom RC & D in the amount of \$5,000 for Riverfront development to be matched with \$5,000 in funds from the Community Reinvestment Funds, which is eligible because it relates to economic development. A motion was made by Councilwoman Martin and seconded by Councilwoman Sewell to accept the grant with matching funds being taken from the Community Reinvestment Funds and to authorize Mayor Perkins to sign the necessary documents. On roll call vote the motion passed with a unanimous vote of the Council.

B. Tax Elimination List 2000-2001. Mrs. Martha Jackson, Tax Collector, presented the Council and Mayor with a list of tax eliminations for the tax year 2000-2001. Mrs. Jackson stated the total amount to be eliminated from the tax rolls is \$21,163.18. Mrs. Jackson explained that \$637.74 of the total is deemed uncollectable, while \$20,525.44 of the total is exempt by a previous vote of the Council. A motion was made by Councilman Sexton and seconded by Councilwoman Martin to approve the tax elimination list as presented in the amount of \$21,163.18. On roll call vote the motion passed with a unanimous vote of the Council.

II. MAYOR'S REPORT

C. **Summer Youth Employment Initiative.** Mr. Darryl Thomas, Program Coordinator for the Summer Youth Employment Initiative, presented each Council member with a commemorative tee shirt and thanked the Council for supporting this worthwhile project. Mr. Thomas invited the Council to attend the exit session for the youth to be held on Monday, July 30th at 11 o'clock at the Selma Convention Center. A motion was made by Councilwoman Sewell and seconded by Councilwoman Crenshaw to accepted Mr. Thomas' report with commendation. The Council voted unanimously on the motion. Councilwoman Crenshaw also thanked Ms. Natasha Brown, Mr. Jimmie Coleman and those private entities who helped make this program a success.

Mayor Perkins thanked Mr. Thomas for a job well done and asked the Council to reward him financially with \$2,000 in compensation for coordinating the program. A motion was made by Councilwoman Crenshaw and seconded by Councilwoman Martin to compensate Mr. Darryl Thomas \$2,000 for coordinating the Summer Youth Employment Initiative. On roll call vote the motion passed with the unanimous vote of the Council.

Councilwoman Martin made a motion requesting all monies left in the program account from this year be carried over into the next fiscal year budget. Councilwoman Crenshaw seconded the motion and it carried with a unanimous vote of the Council.

D. **Proposal for the development of Comprehensive Pay Plan.** Councilwoman Martin stated it is her recommendation that the proposal for the development of a comprehensive pay plan be tabled. Mayor Perkins agreed, stating there needs to be more formal dialog on this matter. President Pro Tempe Franklin suggested Personnel Director Valeria Jones contact officials from Auburn University and request their presence at the next work session to discuss this matter in more detail

E. **Assistant Police Chief & Code Enforcement Officer Vacancies.** Personnel Director Valeria Jones informed the Council that the Personnel Office is in receipt of eight resumes for the Assistant Police Chief vacancy and six internal resumes and one external resume for the Code Enforcement Officer vacancy. Mayor Perkins stated he would begin the interview process, involving all candidates, on Monday, July 30th. President Pro Tempe Franklin polled the Council and the consensus was for Council to conduct interviews for the Assistant Police Chief vacancy on Wednesday, August 8th beginning at 3 o'clock.

F. **Restaurant Retail Liquor License for Murry's.** Councilman Sexton stated Mr. Murry Godwin who lives 110 County Road 901, Selma, Alabama has applied for a Restaurant Retail Liquor License for Murry's located 3 ½ Plant Street. A memo from Chief Tate indicates Mr. Murry has no criminal record. Councilman Sexton stated the application involves a transfer of ownership. A motion was made by Councilman Sexton and seconded by Councilman Tucker to suspend the rules for immediate action on the application. On roll call vote the motion to suspend the rules passed unanimously. A motion was made by Councilman Sexton and seconded by Councilwoman Martin to approve the transfer application. On roll call vote the motion to approve the license passed with a unanimous vote.

G. **Restaurant Retail Liquor License for Riverfront Oyster Bar & Grill.** Councilman Sexton stated Mr. David Ruff who lives 504 Dixie Drive, Selma, Alabama has applied for a Restaurant Retail Liquor License for the Riverfront Oyster Bar & Grill located 1124 Water Avenue. A memo from Chief Tate indicates Mr. Ruff was convicted of DUI in September 2000. Councilwoman Crenshaw suggested Chief Tate provide the Council with a recommendation of approval or denial of this application since the applicant has a prior conviction. The license application was placed on first reading and turned over to the Public Safety Committee for review.

II. MAYOR'S REPORT

H. Financial Report. Mr. Bob Sanders, Finance Director, informed the Council that sales tax revenues has decreased approximately \$45,000 on the year while other revenues has remained stable. Mr. Sanders stated he is currently reviewing garbage fee collections, sewer maintenance costs and other sources of revenue for collection.

Councilman Sexton motioned to accept the ALATAX proposal for sales tax collections. Mr. Sanders stated a meeting is scheduled with ALATAX officials on Wednesday. President Pro Tempe Franklin requested Councilman Sexton withdraw his motion until after Mr. Sanders has the opportunity to discuss the proposal with ALATAX officials. Councilman Sexton withdrew his motion.

Councilwoman Sewell stated she recently read a news article listing Selma's unemployment rate as the state's second highest county. Mayor Perkins stated the present unemployment rate of thirteen percent is still lower than last year's rate. The Mayor further stated that Selma's rate has been in double digits for the last ten to fifteen years. Mayor Perkins said progress is being made with EDA and the Mayor's Office working constantly on economic development.

III. CITY ATTORNEY'S REPORT

A. Ordinance – Wireless Communication Tower. Attorney Nunn presented the Council with excerpts from his files that contains recommended procedures for handling wireless communication applications. Attorney Nunn stated there was some question as to costs in excess of the \$7500 application fee. From the information he has been provided, Attorney Nunn stated it is highly unlikely the entire application fee would ever be used and if became depleted the applicant would pay additional funds. Attorney Nunn stated there would be zero costs to the City of Selma.

Attorney Nunn presented the Council with a resolution adopting an interim application process for wireless telecommunications facilities and a three-year agreement between Monroe Telecom Associates as consultants to the City of Selma. If the Council adopts the resolution and agreement, Monroe Telecom Associates would prepare an ordinance for the City of Selma, free of charge, except for any out-of-pocket expenditure incurred. A motion was made by Councilwoman Sewell to adopt the resolution adopting an interim application process for wireless telecommunications facilities. Councilwoman Martin seconded the motion and on roll call vote the motion to adopt the resolution passed with a unanimous vote of the Council. Councilwoman Sewell made a motion that the City of Selma enters into a three-year agreement with Monroe Telecom Associates as consultants to the City of Selma. Councilwoman Martin seconded the motion and on roll call vote the motion to enter into the agreement with Monroe Telecom Associates passed with a unanimous vote of the Council.

B. Change in Code of Ordinance 11-40-30 & 11-40-33. Attorney Nunn stated he has reviewed the City Code and State Code of Ordinance regarding placing liens on the property of owners whose property the City has demolished. Attorney Nunn stated it is his recommendation that the City Code reflects the same language as the State Code. Attorney Nunn placed this matter on first reading.

C. Health and Sanitation Ordinance Sections 14.67, 14.68, 14.69. Attorney Nunn stated at the July 9th Council meeting the Council voted to amend the Health and Sanitation Ordinance Section 14.68 to delete the phrase "within fifteen (15) days from the date of such notice." Mayor Perkins asked that this amendment be in effect for ninety days (90) and stated it would allow city workers to proceed with cutting the lots and identifying and billing the property owners at a future date. Attorney Nunn presented the ordinance in its final draft form and asked the Council to ratify, affirm and approve the ordinance as amended. A motion was made by Councilwoman Sewell and seconded by Councilwoman Martin to ratify, affirm and approve the amendment of Ordinances 14.67, 14.68, 14.69. On roll call vote the ordinance was adopted as amended.

III. CITY ATTORNEY'S REPORT

D. Garbage Fee Collection Ordinance. Attorney Nunn stated a proposed garbage fee collection ordinance would transfer the collection of the garbage fee from the Selma WaterWorks to the City of Selma. Councilwoman Sewell motioned to place this ordinance on first reading.

E. Selma WaterWorks and Sewer Board Contract. Attorney Nunn stated there is currently no contract in existence between the City of Selma and the Selma WaterWorks that relates to the well testing at the All-Lock/BWD facility. Attorney Nunn asked that this matter be delayed until the next Council meeting.

IV. PAYMENT OF LEGAL FEES FOR ASSISTANT CHIEF ROBERT GREEN

President Pro Tempe asked that consideration of payment of the legal fees submitted by Attorney Pitts and Attorney Kelly for representing Assistant Chief Robert Green remain tabled and discussed at the next Council work session.

V. CLAIM OF GEORGE GRAYSON VS CITY OF SELMA

Attorney Nunn stated it is his recommendation the Council goes into an executive session at the conclusion of this Council meeting to discuss the claim of Mr. George Grayson.

VI. ORDINANCE TO PROTECT AND PRESERVE SELMA'S HISTORY

President Pro Tempe asked that the Ordinance to Protect and Preserve Selma's History remain on first reading and discussed at the next Council work session.

VII. STANDING COMMITTEE REPORTS

RECREATION COMMITTEE REPORT

A. All-Star Tournament Teams. Councilman Durry informed the Council that Selma 13-year-olds are in the State Tournament and suggested the Council honor the team when they return.

ADMINISTRATIVE COMMITTEE REPORT

A. City Holidays. Councilwoman Crenshaw informed the Council that she would like to sit down with Mayor Perkins and review the list of holidays granted to City employees.

PUBLIC SAFETY COMMITTEE REPORT

A. Heavy Loaded Trucks Ordinance. President Pro Tempe Franklin informed the Council that Attorney Nunn and Lt. David Evans are working on a draft ordinance addressing the problem of heavy loaded trucks on city streets. This matter will be presented for discussion at the next Council work session.

B. Alabama Peace Officers Annuity & Benefit Fund. President Pro Tempe Franklin stated that an official with the Alabama Peace Officers Annuity & Benefit Fund informed her that the annual dues for Selma police officers has not been paid. Mayor Perkins and Mr. Sanders stated they are unaware of an invoice being presented for payment. The Council authorized Mayor Perkins to transfer the funds within the police department budget to pay the invoice when received.

C. Retired Officers Badge of Honor and Firearm. President Pro Tempe Franklin stated it is past precedence to issue a retired police officer his badge of honor and firearm and the Council would like to see this tradition continued. Attorney Nunn stated he has checked with the Alabama League of Municipalities, and there are procedures to handle this practice legally. Attorney Nunn stated he would report on this matter at the next Council work session.

VII. STANDING COMMITTEE REPORTS

PUBLIC SAFETY COMMITTEE REPORT

D. Letter from Chief Tate. Councilwoman Sewell stated there has been some question as to whether Chief Tate was retiring as he earlier stated. Councilwoman Sewell read a letter from Chief Tate dated July 20, 2001 that states he desires to remain Chief of Police indefinitely. Councilwoman Sewell also read a letter from Chief Tate dated October 4, 2000 that states he would retire as Police Chief on October 9, 2001. Councilwoman Sewell stated after speaking with Chief Tate he has had a change of heart and wish to remain.

COMMUNITY DEVELOPMENT COMMITTEE REPORT

A. Railroad Crossings. Councilwoman Martin stated the railroad crossing on Lapsley Street is in very bad condition. Mayor Perkins stated he has written a letter to railroad officials but has not yet received a response. Councilman Sexton stated he would follow-up on this matter with Mr. Ron Owens of CSX Railways. Councilwoman Sewell made a motion to adopt a resolution resolving to notify railroad companies to become responsible in repairing all railroad crossings immediately because they are causing problems and may bring future claims.

PUBLIC WORKS/GENERAL SERVICES COMMITTEE REPORT

Councilman Sexton stated he has visited other cities to obtain information and observe garbage pick-up services they are providing. Councilman Sexton stated he would like to discuss the possibility of using a private contractor for garbage services. President Pro Tempe Franklin polled the Council and the majority stated they are not willing to contract garbage services but are willing to consider curbside pick-up. Councilwoman Sewell made a motion stating the Council does not favor contracting garbage services. President Pro Tempe Franklin seconded the motion and is passed unanimously.

VIII. LASAUNDRALAKES - WCCS

Ms. LaSaundra Lakes a student at Wallace Community College was present before the Council to inform them of her being selected to semi-final competition in the 2001 World Amateur Poet Contest in Washington, DC. Ms. Lakes stated she would be in competition with forty nations. Ms. Lakes asked the Council for any financial support they could offer. Ms. Lakes was appropriated \$700 in funds from Council members discretionary fund accounts.

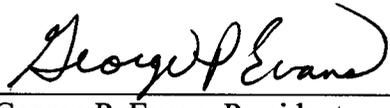
IX. MR. CLARENCE WILLIAMS

Mr. Clarence Williams stated he was present before the Council to address a number of issues as a concerned citizen. Mr. Williams stated city workers should cleanup around the General Services facility. Mayor Perkins stated progress is being made and he will follow up on this matter. Mr. Williams spoke of junkyards in East Selma. Mayor Perkins asked Mr. Williams to provide him a list of the junkyards. Mr. Williams stated there is a problem with commercial vans blocking view while left overnight at different businesses. Mr. Williams addressed the need for laws governing children wearing their pants below the waist. Mr. Williams made reference to hedges needing to be cut on street corners. Mayor Perkins stated he would make a note and review the situation.

X. MR. GEORGE GRAYSON

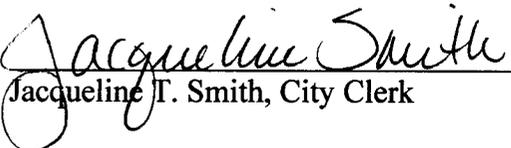
Mr. George Grayson stated he was present before the Council to request approval to place lights on the Edmund Pettus Bridge. Mr. Grayson stated he has talked with officials at the State department and they must have permission, in writing, from the City of Selma before they will even address the issue. Mayor Perkins stated the Historic Trail Association should be notified and included in this decision. President Pro Tempe Franklin assigned the Community Development Committee to work with Mr. Grayson on this proposal.

There being no further business to come before the Council, on motion made and duly seconded, the Council voted by unanimous consent to adjourn at 7:35 p.m.



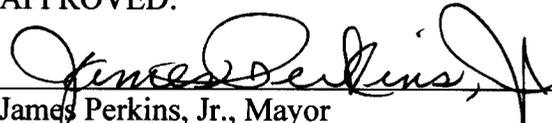
George P. Evans, President

ATTEST:



Jacqueline T. Smith, City Clerk

APPROVED:



James Perkins, Jr., Mayor

AGREEMENT

COPY

This agreement made and entered into this _____ day of _____ 2001 by and between MONROE TELECOM ASSOCIATES in association with COMI TELECOMMUNICATION SERVICES (herein after referred to as Consultant) (mailing address: 4 Boncroft Drive, East Greenbush, New York 12061) , party of the first part, and the CITY COUNCIL OF THE CITY OF SELMA (hereinafter referred to as Client) (mailing address: 222 Broad Street, P.O. Box 450 , Selma, Alabama 36702-0450), party of the second part.

WITNESSETH: That the Consultant and the City, for the consideration named, hereby agree as follows:

1. PURPOSE

City hereby retains Consultant as consultant and agent for the purpose of assisting, advising and representing the City on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance for the City, and reviewing and analyzing applications received by the City for Wireless Telecommunications Facilities.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

Consultant shall prepare and deliver to the City for use by the City a comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance) as expeditiously as possible. Subsequently, and in consultation with designated officials of the City, Consultant shall draft and deliver to the City, as may be requested, legally permissible revisions to the Local Ordinance, prior to (and if needed subsequent to) a public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting in the City, which the City will schedule in connection with the adoption of the Local Ordinance.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

Following the adoption of the Ordinance, the Consultant shall furnish appropriate Wireless Telecommunications Facilities siting assistance and advice to the City and City officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- a) review all applications filed with the City for Wireless Telecommunications Facilities;
- b) assist and advise the City in the analysis of the applications, to include attending meetings with the Applicants and/or City officials as required; and
- c) recommend in writing to the City whether a particular application should be approved or disapproved, and set forth in writing the reasons for such approval or disapproval.
- d) Inspection of all facilities prior to the issuance of a certificate of completion

4. TIME AND ATTENDANCE: COOPERATION BY THE CITY

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of the City. City recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

City agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. City further agrees to provide Consultant with access to appropriate officials and/or employees of City, as may be needed in the fulfillment of the agreement.

Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

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5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, City shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, the City shall pay the Consultant the sum of \$0.
- (b) For the services to be performed by the Consultant pursuant to paragraph 3 hereof, the City shall pay Consultant its normal published hourly rate (which at the date of this agreement is \$200.00 per hour) for each hour of time devoted by Consultant to the performance of such services, provided, however, that for time traveling by Consultant in conjunction with the performance of such services, the City shall pay Consultant 50% of the Consultants normal published rate. *(The Local Ordinance as provided to the City shall require an applicant to pay, in advance of the processing of an application, a sum to be put into an escrow account to assure that the City is reimbursed by the applicant for the fees payable by the City hereunder to the Consultant)*

Consultant shall invoice the City regularly, but no less frequently than monthly, after services have been performed, for any compensation payable pursuant to paragraph 5(b) of this agreement. Such invoices shall be due and payable upon receipt, but in no case later than thirty (30) days.

In the event that the City disputes or objects to any portion of any invoice submitted by Consultant pursuant to this agreement, City shall, within fifteen (15) days of the receipt of such invoice, notify Consultant in writing of such dispute or objection.

Payments made by the City more than thirty (30) days following the date of submission of an invoice shall incur a charge of one and one-half percent (1&1/2%) of the amount thereby deemed late, compounded monthly, until the amount due and owing by the City is paid in full.

6. REIMBURSEMENT FOR EXPENSES

For services performed under paragraph 3 hereunder, City shall reimburse Consultant, for out-of-pocket expenses for the following items:

- (a) Travel-related costs, including airfare at the lowest price available at the time, and car rental charges;
- (b) mileage at the Internal Revenue Service rate in effect at the time of the billing (\$0.345 per mile on the date of this agreement);
- (c) on-site overnight lodging accommodations;
- (d) meals consumed while on-site or enroute;
- (e) tolls;
- (f) expedited or overnight delivery service;
- (g) any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement.

Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT: TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page 1 of this agreement. In the event that the Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, City shall send Consultant written notice that the Consultant has thirty (30) days to cure said default; and, if at the end of said thirty (30) day period Consultant has not cured said default, City may then terminate this agreement on thirty (30) days prior written notice to the Consultant.

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8. STATUS OF CONSULTANT

Consultant and City agree that in the performance of Consultant's services hereunder, Consultant is an agent of the City and shall not be deemed to be an employee of the City for any purpose whatsoever.

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Ordinances of the State of Alabama.

11. COMPLETE AGREEMENT; MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this agreement which have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and the City of Selma, by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

CITY OF SELMA

By: *L. S. Monroe* (Electronic Signature)
L. S. Monroe
President
July 6, 2001

By: _____ (signed)

(printed)
Date: _____