



Agenda

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

6:00 PM
Council Chambers
March 10, 2025

AGENDA NO. 2025-05-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Holly Woodall of Fellowship United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

A. Minutes No. 2025-04-RG, dated February 24, 2025

6. APPROVAL OF MINUTES

A. Minutes No. 2025-02-WS, dated February 19, 2025

7. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

For Public review and reference, see [Resolution No. 2021-268-R](#) Policy For Public Participation During City Council Meetings.

8. PRESENTATIONS AND AWARDS

- A. Presentation of Proclamation by Mayor Finley designating March 30, 2025, as Women-Owned Business Day in the City of Madison to Ashley Engles-Ross, Vice President of Huntsville-Madison County Chamber of Commerce Small Business

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and Periodic bills to be paid
- B. **Resolution No. 2025-078-R:** Authorization of payment to Huntsville Utilities for Aid-to-Construction performed on Project 23-014 | Mill Sidewalk Extension (not to exceed \$2,335.00, to be paid from Fund 38)
- C. **Resolution No. 2025-084-R:** Acceptance of AMIC settlement for Claim No. 063310CH in the amount of \$4,015.56, with a \$1,000.00 deductible, for damages to a 2005 Ford F-150 (VIN 41948) resulting from a deer collision
- D. Authorization for the Facilities and Grounds Department to solicit bids for janitorial services for the Public Safety Annex.
- E. Authorization for the Police Department to solicit bids for towing services
- F. Acceptance of the Madison County Legislative Delegation Community Service Grant, awarded by Senator Arthur Orr (Senate District 3), in the amount of \$5,000.00, to support fine arts education for Madison Seniors. Instruction will be provided by the Alabama Center for the Arts and conducted at the Madison Senior Center

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

13. DEPARTMENT REPORTS

ENGINEERING

- A. Annual update on Rebuild Alabama Act (2019) Gas Tax Funded Projects

- B. Resolution No. 2025-079-R:** Acceptance of Heritage Hills Phase 3 into the City of Madison Maintenance Program

HUMAN RESOURCES

- A. Proposed Ordinance No. 2025-049:** Amending Section 4, "Staffing and Career Advancement Procedures," of the City of Madison Personnel Policies and Procedures (First Reading 02/24/2025)
- B. Proposed Ordinance No. 2025-050:** Amending Sections 9 and 10, "Conduct and Disciplinary" and "Grievance Procedures," of the City of Madison Personnel Policies and Procedures (First Reading 02/24/2025)
- C. Proposed Ordinance No. 2025-051:** Amending Section 12, "Compensation and Benefits," of the City of Madison Personnel Policies and Procedures (First Reading 02/24/2025)
- D. Proposed Ordinance No. 2025-065:** Amending Section 3, "Service Categories and Probationary Period," of the City of Madison Personnel Policies and Procedures (First Reading 02/24/2025)
- E. Proposed Ordinance No. 2025-066:** Amending Section 11, "Attendance and Leave," of the City of Madison Personnel Policies and Procedures (First Reading 02/24/2025)

LEGAL

- A. Proposed Ordinance No. 2025-082:** Adopting an Electronic Signature Policy for the City of Madison (First Reading)

PLANNING

- A. Resolution No. 2025-073-R:** Authorizing Wayfinding Sign License and Maintenance Agreement between JMATT3X, LLC and City of Madison

POLICE

- A. Resolution No. 2025-076-R:** Declaring certain weapons as surplus and authorizing the trade-in of said property
- B. Resolution No. 2025-077-R:** Declaring damaged weapons formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property
- C. Resolution No. 2025-080-R:** Authorizing a Memorandum of Understanding for participation in the North Alabama Drug Task Force

PUBLIC WORKS

- A. Resolution No. 2025-085-R:** Award of Bid No. 2025-006-ITB, Right-of-Way Mowing to Tidewater Landscape Management in the amount of \$22,740.00 per month (to be paid from Fund 20, 7 cent Gas Tax)

RECREATION

- A. Resolution No. 2025-068-R:** Authorizing a License Agreement with Master Gardeners of North Alabama, Inc., to maintain a greenhouse and provide community gardening and educational activities at the Madison Community Center
- B. Resolution No. 2025-069-R:** Authorizing a Professional Services Agreement with Rachel Whitlow for culinary instructor classes through the Parks & Recreation Department (no charge to City, courses cost \$40 - \$125 per person)

14. **MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

15. ADJOURNMENT

Agenda Note: It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.



**MINUTES NO. 2025-04-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 24, 2025**

The Madison City Council met in regular session on Monday February 24, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

City of Madison Police Chaplain Robin Cramer provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Absent
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Absent
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Attorney Megan Zingarelli, Information Technology Director Chris White, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Human Resources Director Kelli Bracci, Senior Human Resources Coordinator Mia Powers, Economic and External Affairs Officer Traci Gillespie, Public Works Director Kent Smith, Parks & Recreation Assistant Director Kelly Johnson.

Public Attendance registered: Rachael Burrus, Kaye Goldthorpe, Margi Daly, Jason Langiewicz, Alice Lessmann, Jenny Austin, Jonathan Clough, Andrea Clough, Kenneth Jackson, David Bier.

AMENDMENTS TO AGENDA

No Amendments to the Agenda.

APPROVAL OF MINUTES

MINUTES NO. 2025-03-RG DATED FEBRUARY 10, 2025

Council Member Powell moved to approve Minutes No. 2025-03-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Teddy Powell	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF FIRST, SECOND, AND THIRD PLACE CERTIFICATES TO WINNERS OF THE ARBOR DAY POSTER CONTEST OPEN TO MADISON CITY 5TH GRADE ELEMENTARY STUDENTS

Council Member Denzine presented the awards to the following students:

- First Place Winner Overall, Jessa Clough of Heritage Elementary

From Columbia Elementary:

- First Place, Logan Deutschendorf
- Second Place, Lilly Meisenheimer
- Third Place, Allie Knepper

From Heritage Elementary:

- First Place, Jessa Clough
- Second Place, Edith Brooke Hardiman
- Third Place, Meena Swarna

From Horizon Elementary:

- First Place, Yuqi (Amy) Fang
- Second Place, Grace Nguyen
- Third Place, Analiah Navarro-Gonzalez

From Madison Elementary:

- First Place, Grace Vaughn
- Second Place, Elias Shields
- Third Place, Madelyn Ottander

From Midtown Elementary:

- First Place, Reyan Hamied
- Second Place, Elliot Echeverria
- Third Place, Aditya Khandu

From Mill Creek Elementary:

- First Place, Ahana Singhal
- Second Place, John Hammond Penley
- Third Place, Ivy Maelhlmann

From Rainbow Elementary:

- First Place, Robynn Cole
- Second Place, Cambria Langiewicz
- Third Place, Elizabeth "Lizzie" Jordan

A round of applause was given.

PRESENTATION OF CITY COIN TO GENE SCHERER, ASSISTANT REGIONAL COMMISSIONER OF AYSO

Council President Seifert presented Gener Scherer with a City Coin on behalf of Mayor Finley, City Council, City Employees, and Citizens. Council President Seifert thanked Gene for his service to the community. Gene has served with AYSO for ten years. A round of applause was given.

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could*

not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.

MARGI DALY (DISTRICT 6)

Ms. Daly appeared before Council and Mayor Finley to voice her concerns on the following items:

- Stadium funding
- Concerns for Madison Boulevard
- Tax dollar distribution
- Safe roads
- City improvements
- Hotel tax

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating account	\$2,467,981.06
ADEM Storm Drainage	\$21,152.43
Gasoline Tax & Petroleum Inspection fees	\$98,929.92
Street Repair & Maintenance	\$1,392.41
CIP Bond Accounts	\$812,588.44
Subdivision Cash Bonds	\$126,130.62
Library Building Fund	\$82,411.32
Fire CPR	\$782.00

Regular and periodic bills to be paid

Resolution No. 2025-072-R: Acceptance of donation from AYSO 498 for soccer field lights in the amount of \$150,000

Council Member Spears thanked AYSO and their Board Members for their donation of \$150,000 for soccer field lights. A round of applause was given.

Resolution No. 2025-074-R: Authorizing a Memorandum of Agreement with KultureCity for the provision of Invisible Disabilities training for Fire Department personnel as mandated under Alabama State Law (no cost to City)

Resolution No. 2025-075-R: Authorizing the Mayor to accept a quotation from Tyler Technologies, Inc. for New World Systems software and maintenance support services (\$70,837.02 to be paid from Information Technology Department budget)

Authorizing the Engineering Department to solicit bids for the construction of Project 23-011 | Balch Road and Gooch Lane Intersection Improvements

Authorizing the Engineering Department to solicit bids for the construction of Project 22-023 | Gooch Lane and Wall-Triana Highway Signal Upgrade and Sidewalk from the intersection south to Pebblebrook Circle

Acceptance of \$40 donation from J. Maddox for the Madison Senior Center Stained Glass Program (to be deposited into Senior Center Donation account)

Acceptance of \$10,000 donation from Senator Tom Butler (to be deposited into the Fire Department Donation account)

Acceptance of donation from J Kirschbaum for \$40 for the Madison Senior Center Stained Glass Program (to be deposited into Senior Center Donation account)

Acceptance of \$475,000 appropriation from Madison County Commission to be used for the Public Safety Annex Renovations-ARPA (to be deposited into American Recovery Act Checking Account (a sub-account of General Capital Improvement Checking))

Council President Seifert thanked AYSO, Senator Tom Butler, and Madison County Commission for their donations. Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Mayor Finley reported on the following activities, events, and newsworthy items:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

Council Member Wroblewski reported on the following activities, events, and newsworthy items:

No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Council Member Spears reported on the following activities, events, and newsworthy items:

- Council Member Spears, Council President Seifert, & Council Member Bartlett will be traveling to Montgomery on Tuesday February 25, 2025, for the Chamber of Commerce annual trip to the State Capitol
- Council Member Spears is looking forward to having some good discussions with our Legislature

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Council Member Shaw reported on the following activities, events, and newsworthy items:

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

Council Member Shaw reported on the following activities, events, and newsworthy items:

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Council Member Bartlett reported on the following activities, events, and newsworthy items:

No new business

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Madison Police Citizens Advisory Committee is seeking community input. They have a survey link on the city website
- The next Madison Police Citizens Advisory Committee is on March 25, 2025, at 6:00 at the library

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Council Member Seifert reported on the following activities, events, and newsworthy items:

RESOLUTION NO. 2025-071-R: AUTHORIZING THE PUBLISHING OF THE FEBRUARY 19, 2025 CITY COUNCIL WORK SESSION

Council Member Denzine moved to approve Resolution No. 2025-071-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Karen Denzine	Aye
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Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye

Motion carried.

- Board of Education applications are due by March 24, 2025.
- Interviews will be held on April 9, 2025
- Based on recent discussions and negotiations with BallCorp, Council President Seifert recommends taking the option of the four-story clubhouse off the table. Both parties are struggling to come to an agreement. He doesn't feel it makes sense from a business perspective to move forward. We have an open contract with the architect with scope and funding that they are currently under a stop work for the four-story option. Council President Seifert is proposing a Resolution at the next meeting to remove that scope and release those funds, returning them to the General Fund. Council Member Powell asked why we were not still negotiating with option 3? Council President Seifert responded that there are not longer 4 votes for option 3. Option 1 and option 2 are the only options left on the table.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF COUNCIL REPRESENTATIVE TO THE HUNTSVILLE-MADISON COUNTY LIBRARY BOARD WITH A TERM EXPIRATION OF APRIL 13, 2029

Council President Seifert nominated Council Member Bartlett for appointment to the Huntsville-Madison County Library board. There being no further nominations, Council Member Bartlett was appointed by acclamation.

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2025-056-R: AWARD OF BID NO. 2025-004-ITB, MILL ROAD SIDEWALK EXTENSION TO MILLER & MILLER, INC. (\$256,922.00, TO BE PAID FROM FUND 38 ACCOUNT 38-150-000-2941-27)

Council Member Powell moved to approve Resolution No. 2025-056-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2025-061-R: AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH D. CROSS, CERTIFIED BRIDGE INSPECTOR TO PERFORM REQUIRED FEDERAL HIGHWAY ADMINISTRATIONS BRIDGE INSPECTION CHANGES AS IDENTIFIED IN THE SPECIFICATIONS FOR THE NATIONAL BRIDGE INVENTORY (SNBI) [ALDOT MEMORANDUM 2025-02] FOR 31 BRIDGES (AMOUNT NOT TO EXCEED \$7,750, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2025-061-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2025-063-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR PROJECT 22-039 | SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS (AMOUNT NOT TO EXCEED \$220,000, TO BE PAID FROM FUND 38)

Council Member Spears moved to approve Resolution No. 2025-063-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

HUMAN RESOURCES

PROPOSED ORDINANCE NO. 2025-049: AMENDING SECTION 4, "STAFFING AND CAREER ADVANCEMENT PROCEDURES," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

First reading only

PROPOSED ORDINANCE NO. 2025-050: AMENDING SECTIONS 9 AND 10, "CONDUCT AND DISCIPLINARY" AND "GRIEVANCE PROCEDURES," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

First reading only

PROPOSED ORDINANCE NO. 2025-051: AMENDING SECTION 12, "COMPENSATION AND BENEFITS," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

First reading only

PROPOSED ORDINANCE NO. 2025-065: AMENDING SECTION 3, "SERVICE CATEGORIES AND PROBATIONARY PERIOD," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

First reading only

PROPOSED ORDINANCE NO. 2025-066: AMENDING SECTION 11, "ATTENDANCE AND LEAVE," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

First reading only

PROPOSED ORDINANCE NO. 2025-059: ESTABLISHING SALARIES FOR MAYOR AND COUNCIL FOR TERM BEGINNING NOVEMBER 2025 AND ENDING IN 2029 (FIRST READING 02/10/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-059. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2025-058-R: AUTHORIZING A PROFESSIONAL CONTRACTOR SERVICES AGREEMENT WITH MIKE GENTLE FOR ONE YEAR (NOT TO EXCEED \$39,000 TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-058-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

RECREATION

RESOLUTION NO. 2025-067-R: AUTHORIZING AN AGREEMENT WITH VALERIE HARP FOR TRAVEL AGENT SERVICES FOR THE MADISON SENIOR CENTER (NO COST TO CITY)

Council Member Wroblewski moved to approve Resolution No. 2025-067-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn. The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Council Member John Seifert

Aye

Motion carried.

The meeting was adjourned at 6:54 p.m.

Minutes No. 2025-04-RG, dated February 24th, 2025, read, approved and adopted this 20th day of February 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary



**MINUTES NO. 2025-02-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
February 19, 2025**

The Madison City Council met for a public work session on Wednesday, February 19, 2025, at 2:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 2:30 p.m. by Council President John Seifert.

The following elected officials were in attendance:

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Late 2:45
Council District No. 4 Greg Shaw	Absent
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Attorney Megan Zingarelli, City Clerk-Treasurer Lisa Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Facilities Gerald Smith, Director of Development Services Mary Beth Broeren, Director of Human Resources Kelli Bracci, City Administrator Steve Smith, Economic and External Affairs Officer Traci Gillespie and Acting Director of Building Kipp Richerzhagen.

Toyota Field Update

Director of Facilities Gerald Smith gave an overview of the three options that were given.

Option 1

- Issued contract to Architect for construction documents
- Kickoff meeting 2/24/2025
- Schematic Design with pricing due back on 5/9/2025

Option 2

- Issued contract to Architect for construction documents
- Kickoff meeting 2/24/2025
- Construction documents due 5/9/2025
- ERP (demo) package released to bidders 2/19/2025

- ERP bids due 3/19/2025
- ERP period of performance 151 calendar days

Option 3

- Construction documents are currently on hold with the architect, 80% complete

Council President Seifert asked what the significance of the 5/9/2025 date was, Mr. Smith answered it will give them the ability to send that to Major league Baseball at that time as well as some hard numbers to give them for Options 2 and 3. Mr. Smith stated that by having all of the pricing back at the same time it will give the City the opportunity to weight all of the options and better make a selection.

Council Member Wroblewski asked if there is any update on BallCorps contribution with Option 1 or Option 2. Mr. Seifert responded that they had sent Option 3 with red lines back to BallCorps and have not received any comments back yet. He stated they do not have information regarding a contribution for Options 1 and 2.

City Attorney Megan Zingarelli summarized the options before the Council. Ms. Zingarelli stated that with Option 1, the City does not have to amend the license agreement in order for construction to begin. With Option 2, the City could look at repurposing the amended form of the agreement that was introduced in November. For Option 3, revisions have been sent to MLB and the City is waiting for a reply. For each option the City will need MLB approval on each plan set and make sure they are good with MLB language that will be incorporated into the agreement.

Council Member Bartlett asked when a decision needs to be made, Mr. Seifert answered the soonest decision point is March 19th, when the demo package is received. The soonest a decision can be made is May 9th, 2025.

Short-Term Rental Notification Process and Update

Director of Development Services Mary Beth Broeren reviewed City's stats regarding short-term rentals, stating that there are currently 62 locations within the City. Ms. Broeren stated that short-term rentals are not listed as a permitted use in the zoning ordinance, they are defined as someone staying less than 30 days at a location. The issues regarding short-term rentals will be addressed when we update the zoning ordinance later this year, when the comprehensive plan is finished.

2025 Madison City Schools Board of Education Candidate Selection Process

Council President Seifert stated that the City is currently accepting applications. Applications will be accepted through March 24th, interest indicator forms will be returned to Mr. Seifert by March 31st, Interviews will be held on April 9th, and a candidate will be selected on either April 14th or 28th.

Council Member Bartlett asked if there is an expected completion date for the interchange. Mayor Finley responded that it should be completed in the next few weeks pending weather.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 3:45 p.m.

Minutes No. 2025-02-WS, dated February 19, 2025, read, approved and adopted this 10th day of March 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

**PROCLAMATION
WOMEN OWNED BUSINESS DAY**

WHEREAS, Women own nearly 13 million firms in the United States, employing more than 9.4 million workers and generating more than 1.9 trillion dollars in sales as of 2019; and

WHEREAS, between 2014 and 2019, the number of women-owned businesses climbed 21% to a total of nearly 13 million.

WHEREAS, Alabama ranks 15th in the Nation of women owned businesses with a growth rate of 42%; and

WHEREAS, Alabama has an estimated 153,000 women owned firms, employing just over 111,000 people with combined sales of \$19 billion; and

WHEREAS, City of Madison had 1,399 women owned firms as of 2012; and

WHEREAS, March is recognized as Women in History month; and

WHEREAS, City of Madison values entrepreneurial businesses and seeks to celebrate growth in business ownership among women in the community

NOW, THEREFORE,

I, Paul Finley, Mayor of the City of Madison, do hereby proclaim the day of

MARCH 30, 2025

As

WOMEN OWNED BUSINESS DAY

in the City of Madison, Alabama.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 10th day of March, 2025.

Paul Finley, Mayor

RESOLUTION NO. 2025-078-R

A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for relocation of power lines for the Mill Road Sidewalk Extension project, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Quote," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor

City of Madison, Alabama

HUNTSVILLE UTILITIES

Commercial Aid-to-Construction Quote

ELECTRIC DEPARTMENT

(Requires Customer Signature to Begin Construction or Issue Materials)



Developer/Customer Name:

Mailing Address:

Name of Building/Subdivision:

Location:

NOTE I: The following steps must be completed before our work will be scheduled:

1. The Aid-to-Construction in this quote is paid.
2. Acceptance of quote and conditions by signing and returning this quote sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
5. Easement Required: (if yes, contact Engineering Services for details)

NOTE II: These steps must be completed before your service can be turned on:

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317).
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

Aid-to-Construction Due: **WBS Element:**

Order Number:

Engineer: **Date:**

This quote will remain in effect for 30 days only from the date shown above unless paid within the 30-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction.

Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:

FAX: Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445

Mail: Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805

Personal Delivery: Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

Customer Signature: _____ **Print Name:** _____ **Date:** _____

Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:

RESOLUTION NO. 2025-084-R

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL
INSURANCE CORPORATION ON CLAIM NO. 063310CH FOR DAMAGE
TO PARKS AND RECREATION DEPARTMENT VEHICLE**

WHEREAS, on January 28, 2025, at 06:35 a.m., which loss upon the best knowledge and belief of insured was caused by a deer striking driver's side of the vehicle.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$4,015.56 with a deductible of \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison accepts the final settlement offer from the Alabama Municipal Insurance Corporation in the amount of \$4,015.56, with a deductible of \$1,000.00, for the property loss associated with the incident. This payment represents the full and final settlement of the claim, which is now considered closed. The City Clerk-Treasurer is hereby authorized to execute any necessary documents to formalize acceptance of the settlement.

READ, PASSED, AND ADOPTED this 10th day of March 2025

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day March 2025

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

063310CH
ADJUSTER FILE NUMBER
063310CH
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2005, Ford, F150, 1FTRF12W45NA41948

DATE OF LOSS CAUSE: A loss occurred on the 28th day of January, 2024, about the hour of 6:35 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV struck a deer.

LOCATION OWNERSHIP: When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: _____

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$4,015.56
DEDUCTIBLE AMOUNT The deductible provision applicable to this loss (\$1,000.00)

SALVAGE: _____ ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$3,015.56

IN THE EVENT OF THEFT: In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

STATEMENTS OF INSURED: The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: 2/26/25



Signature of Paul Turley

Witness: _____

Subscribed and sworn to before me this 26th day of February

Signature of Notary Public Lisa D. Thomas

NOTARY PUBLIC



Madison County Legislative Delegation Community Service Grant Request

726 Madison Street, Huntsville AL 35801
256-539-5441 / gail@mclcoal.com



Date 1/21/2025

Senator/Representative: Arthur Orr/^{Senate}House District #3

THIS REQUEST FOR FUNDING IN THE AMOUNT OF \$5,000.00 TAX ID#63-6005367
This organization qualifies as a government agency or not-for-profit entity . (Mark one.)

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND MUST BE ACCOMPANIED BY:
a W-9, completed and signed by the entity to whom the grant check is to be written.**

THIS REQUEST FOR FUNDING IN THE AMOUNT OF \$5,000.00

NAME OF ENTITY TO WHOM GRANT CHECK IS TO BE WRITTEN:

City of Madison Senior Center

PROJECT DESCRIPTION: Fine Art Education for Madison Seniors provided by the Alabama Center for the Arts. The location of instruction will be at the City of Madison Senior Center.

Mailing Address: 1329 Browns Ferry Road Madison, Alabama 35758

Contact Person: Levoneia Ayers

Telephone Number: 256-772-6258 Email: Levoneia.Ayers@madisonal.gov

Please email this Request to the Senator/Representative for their signature approval.

Madison County Legislator Awarding Grant

Legislator Signature: _____

Date: 1/24/25

Upon receipt of the grant check, please sign and return a copy of this form to the mailing address or email address shown above.

Grant recipient signature: _____

Levoneia Ayers

For Office Use Only

Check # 1679 OCM/EXL Mailed to/Pickup Date 2-5-2025

FY 2024 ROAD REPORT

BUDGETED FUNDS BY SOURCE

▶ 2 CENT, 4 CENT, 5 CENT, & 7 CENT GAS TAX	\$ 1,315,000
➤ RIGHT OF WAY MOWING	\$ 375,000
➤ ROAD REPAIRS	\$ 345,000
➤ SIGNS	\$ 75,000
➤ SIGNALS	\$ 35,000
➤ UTILITIES & STREET LIGHTS	\$ 485,000
▶ 2019 GAS TAX (SULLIVAN ROAD RESURFACING)	\$ 360,000
▶ BUDGETED TOTAL FY2023	\$ 1,675,000

REVENUE COLLECTED BY SOURCE

▶ 2 CENT GAS TAX	\$ 731,298
▶ 4 CENT GAS TAX	\$ 286,917
▶ 5 CENT GAS TAX	\$ 105,564
▶ 7 CENT GAS TAX	\$ 546,102
▶ 2019 GAS TAX	\$ 407,911

TOTAL FY 2022 COLLECTED **\$ 2,077,792**

EXPENDITURES BY SOURCE

▶ 2 CENT, 4 CENT, 5 CENT, & 7 CENT GAS TAX	\$ 876,120
➤ RIGHT OF WAY MOWING	\$ 351,021
➤ ROAD REPAIRS	\$ 203,391
➤ SIGNS	\$ 7,655
➤ SIGNALS	\$ 35,131
➤ UTILITIES & STREET LIGHTS	\$ 278,922
▶ 2019 GAS TAX (SULLIVAN/BROWNS FERRY RESURFACING)	\$ 119,318
▶ TOTAL EXPENDITURES FY2024	\$ 995,438

RESOLUTION NO. 2025-079-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE
SUBDIVISION IMPROVEMENTS FOR HERITAGE HILLS, PHASE 3**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective March 10, 2025, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights of way and easements dedicated for Heritage Hills, Phase 3 as recorded in the Limestone County Probate Office in Plat Book L, Page 198.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of March 2025

Paul Finley, Mayor
City of Madison, Alabama



**CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS**

Subdivision: Heritage Hills Ph 3

Principal: Tennessee Valley Communities, LLC

Bond No: _____ Amount: \$95,824.05 LOC Cash _____

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 25th day of February, 2025

Amanda Davis
WITNESS

PRINCIPAL

By: [Signature]

Its: MPND602

APPROVED:

[Signature]
City Engineer

2/25/2025
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Heritage Hills Ph3

Plat Book: L Page: 198 or Document # _____

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: 1/6/2025

Developer: Tennessee Valley Communities, LLC

Address: 8624 Memorial Parkway SW, Huntsville, AL 35802

By: _____

ENGINEERING CERTIFICATION
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 1/6/25

Consulting Engineer(s): 2 THE POINT INCORPORATED

Address: 8624 MEMORIAL PKWY SW HUNTSVILLE AL 35802

By: DANIEL FELD _____

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Heritage Hills Ph 3

Plat Book: L Page: 198 or Document # _____

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.

[Signature]
Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.

[Signature]
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 21st day of January, 2025, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.

[Signature]
Board Chairman

ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 1/6/25

Consulting Engineer(s): 2 THE POINT INCORPORATED

Address: 8624 MEMORIAL PARKWAY SW HUNTSVILLE AL 35802

By: [Signature]

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: _____

Plat Book: _____ Page: _____ or Document # _____


Probate Records of _____ County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.



City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.



Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

ORDINANCE NO. 2025-049

AN ORDINANCE TO AMEND SECTION 4, "STAFFING AND CAREER ADVANCEMENT PROCEDURES," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 4, "Staffing and Career Advancement Procedures," in September of 2019 and;

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Section 4, "Staffing and Career Advancement Procedures," in the manner set forth in the attached documents.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama as follows:

SECTION 1. That the current Section 4 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 4" and attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby amended Section 4 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective upon adoption.

READ, PASSED, and ADOPTED this ____ day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

POLICY: STAFFING AND CAREER ADVANCEMENT PROCEDURES Policy Section No. 4

Date Issued: September 9, 2002

Last Revision: February 10, 2025

SECTION 4 – STAFFING AND CAREER ADVANCEMENT PROCEDURES

Section	Topic and Subsections	Subtopic	Pages
4.1	General Provisions		2
4.2	Requisitioning Procedures	<input type="checkbox"/> Funding <input type="checkbox"/> Job Description and Classification	2 2 2
4.3	Posting and Recruitment Procedures	<input type="checkbox"/> Internal Posting <input type="checkbox"/> Timing <input type="checkbox"/> External Recruiting <input type="checkbox"/> Applications	3 - 4 3 3 4
4.4	Selection Procedures	<input type="checkbox"/> Authority <input type="checkbox"/> Screening Tools <input type="checkbox"/> Interviews <input type="checkbox"/> FCRA Forms <input type="checkbox"/> Background Screening	5 5 5 5 5
4.5	Employment Offer Procedures	<input type="checkbox"/> Paperwork Required <input type="checkbox"/> Offers of Employment	6 6
4.6	Post-offer Procedures	<input type="checkbox"/> Contingencies <input type="checkbox"/> Feedback to Applicants <input type="checkbox"/> Citizenship and Immigration Status Verification	7 - 8 7 7 7 - 8
4.7	Internal Transfers and Promotions	<input type="checkbox"/> Transfer Date <input type="checkbox"/> Salary	8 8
4.8	Employment of Relatives		9 - 10
4.9	Involvement in Employment		10
4.10	Temporary Selection	<input type="checkbox"/> Temporary Employees <input type="checkbox"/> Temporary Agencies <input type="checkbox"/> Independent Contract Workers	11 - 12 11 11 12

POLICY: STAFFING AND CAREER ADVANCEMENT PROCEDURES Policy Section No. 4

Date Issued: September 9, 2002

Last Revision: February 10, 2025

4.1 GENERAL PROVISIONS

The following are general provisions regarding Staffing and Career Advancement within the City of Madison. To assure a high quality of service to the public, the City shall make every effort to attract qualified and competent individuals to compete for positions within the City of Madison. Selection and appointment to positions shall be based on job-related requirements and the applicant's demonstration of the knowledge, skills, abilities and personal characteristics necessary for successful job performance, consistent with the Equal Employment Opportunity Policy (Section 2). It is the policy of the City of Madison to ensure equal employment opportunities without regard to age, sex, religion, race, political affiliation, disability, color or national origin, except where age or sex is a bona-fide occupational qualification.

Exceptions to the Staffing Procedures set forth herein include, but may not be limited to, the following:

- 1) the Aide to the Mayor position which shall serve completely at the pleasure of the Mayor;
- 2) the Aide to the Council position which shall serve completely at the pleasure of the Council;
- 3) unclassified Officials, appointed by City Council; and
- 4) temporary agency workers and contract workers, as defined in Section 4.10, Temporary Selection of this Policy Section.

4.2 REQUISITIONING PROCEDURES

A standard **Employment Requisition** must be completed for each opening and submitted to Human Resources as soon as the need and budgeting for the position have been established.

Funding. The City may begin recruiting for a position where funding is anticipated; however, no final selection actions may be initiated until funding for the position is in the City's current fiscal year operating budget.

Job Description and Classification. The Department Head shall ensure that the Job Description and Job Classification are reviewed and up-to-date, prior to submitting the Employment Requisition and before the position is posted. If changes are needed, the Department Head can work with the Human Resources Director to make changes and gain final approval.

POLICY: STAFFING AND CAREER ADVANCEMENT PROCEDURES Policy Section No. 4

Date Issued: September 9, 2002

Last Revision: February 10, 2025

4.3 POSTING AND RECRUITMENT PROCEDURES

Internal Posting. Position openings in the City shall be posted INTERNALLY to allow current employees of the City of Madison the opportunity to submit an application. Each Department Head is responsible for ensuring that the announcements are posted in such places that are known by and available to all employees of the department. The only exceptions to this posting requirement include reorganizations (where duties are redistributed, and the previous position and/or duties of the person moved or promoted are no longer available or valid), or situations of transfers due to a disability or other human resources related appointments or transfers approved by the Mayor.

Notwithstanding the above, if a new vacancy occurs in a specific position for which the posting and application process was closed within the previous six (6) months, a Department Head may rely on the previously developed applicant pool to fill the new vacancy.

Furthermore, qualified applicant pools for Certified Police and Fire Department positions as a result of extensive screening may be used to fill future vacancies for a period not to exceed *twelve (12)* months from the date the previous position was closed. Records for each screening process and the qualified applicants shall be maintained in the Human Resources Department in accordance with timing requirements. Generally, these qualified applicant pools may be appropriate for use when the screening process for a particular job is time-consuming and expensive due to extensive screening, background investigation, extensive probationary/development requirements, and/or the probability that other position vacancies for the same job will occur within the following *twelve (12)* months.

Timing. All postings will remain open for a minimum of seven (7) calendar days. However, the City reserves the right to continuously post (as defined in electronic application system), extend (or reopen) or cancel any posting at any time.

External Recruiting. The Human Resources Department is responsible for the recruiting process to fill City vacancies. The external recruitment process will typically include posting the position on the City's website (with links to the City's on-line applicant system), internet job sites, the Alabama state job service office, and/or other job-specific sources, as well as organizations that promote EEO and diversity.

POLICY: STAFFING AND CAREER ADVANCEMENT PROCEDURES Policy Section No. 4

Date Issued: September 9, 2002

Last Revision: February 10, 2025

Applications. The City of Madison only accepts applications for jobs currently posted. The City receives internal and external applications only through the City's online application portal system.

Assistance - If applicants need computer internet access or need assistance completing their application, they may contact Human Resources Department during business hours for assistance. Applicants with a disability who feel they need accommodation should contact the Human Resources Department on or before the closing date of the job posting. Applicants must follow the application instructions on the City's website pages and links.

Submission - Applications must be submitted and received by the closing date for each position. Applicants should carefully review each application before submitting it to ensure that each required field and question is complete. Once an application is submitted for a specific position it cannot be modified. Applicants may attach a resume to their application; however the application must be complete independent of a resume (and should not refer to any other documents).

Internal Only Positions - Internal applicants who have been in their current position for less than one year must receive Department Head approval to be considered (due to the fact that the employee is either still on probation or due to the training investment for the employee in their relatively new position).

Notification – Applicants typically receive one email notification of receipt of an application. Then, candidates who are selected for the next steps in the selection process will typically be notified by the hiring department. Applicants for specific positions may be asked to complete an additional Supplemental Application or to provide additional information or documents.

POLICY: STAFFING AND CAREER ADVANCEMENT PROCEDURES Policy Section No. 4

Date Issued: September 9, 2002

Last Revision: February 10, 2025

4.4 SELECTION PROCEDURES

Authority. Selections will be made based on knowledge, skills and abilities required and preferred and most suitable qualifications for the position, consistent with the Job Requisition Form, job description and classification for the position, without regard to age, sex, religion, race, political affiliation, disability, color or national origin. The Department Head shall ensure that selections are made on a nondiscriminatory basis. (See Policy Section 3 regarding appointing authority.)

Screening Tools. Screening tools (which may include eligibility assessments, physical agility assessments, examinations, skill and knowledge demonstrations), shall be established by the Department Head and reviewed by the Human Resources Director.

Interviews. The Appointing Official, or others requested by the Appointing Official, shall conduct pre-scripted interviews to further assess applicant qualifications and suitability for the position for finalists.

FCRA Forms. Fair Credit Reporting Act forms must be given to and completed by candidates prior to interviews (or other scheduled assessments, whichever is most convenient for the department). Departments will provide a self-addressed envelope (addressed to the Human Resources Department) for the confidential information on each form, collect the forms, and return to the Human Resources Department for the official hiring file (or to the Police Department for Police positions).

Background Screening. Final selections will not be made until all applicants have been considered, FCRA forms are completed, background checks have been conducted for the finalists.

The Human Resources Department (or Police Department for Police positions only), shall make effort to validate the application (including education) and make inquiries of previous employers and selected references only for those applicants tentatively designated as finalists. Police Department background records shall be maintained by the Police Department.

4.5 EMPLOYMENT OFFER PROCEDURES

**Paperwork
Required.**

After a review of all candidates, it is the responsibility of the Department Head to recommend which applicant to hire, to complete the necessary appointment forms and to return them with all other selection materials and forms to the Human Resources Department, who shall be involved or consulted in all phases of the employment process. Human Resources will maintain the official hiring file.

**Offers of
Employment.**

All employment offers (including promotions) shall be made verbally and in writing by the Human Resources Department to the potential employee, stating the contingencies of the offer and the salary for the position (consistent with current pay plans and pay guidelines for the position). Contingencies may include, but not be limited to, the following:

- 1) completion of a successful drug-screen and medical determination (where applicable) that the individual is medically qualified to perform essential job functions;
- 2) timely provision of specific documentation to verify identity and employability; and
- 3) validation of background information, application and references.

Offers also typically include the probationary period and other job-related conditions of employment that must be met before a specific time period.

Candidates will be asked to confirm in writing their acceptance of the written offer.

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4.6 POST-OFFER PROCEDURES

Contingencies. Most contingencies stated in the candidate's offer letter typically must be met before the candidate's start date.

RSA (Retirement Systems of Alabama) Contingencies – Candidates who are an ERS (Employee Retirement System) retiree may continue their retirement benefits as long as they meet conditions set by RSA, including:

- 1) must not be employed or under contract for permanent, full-time employment; and
- 2) do not exceed the limitation on earnings. Both the employee and the City would be required to submit current forms notifying the RSA of the employment; and offers may be contingent upon RSA approval. Limits, forms and other requirements are subject to change; and must comply with current laws. The employee would also be responsible for meeting any RSA-1 requirements (if applicable) concerning their personal accounts.

Feedback to Applicants.

After offers are made and accepted, applicants who are interviewed, but not selected, are typically notified by the Human Resources Department. Consistent with EEO Plan Guidelines, when internal applicants from the same city department as the Hiring Official are interviewed, but are not selected for a position, the appointing official will offer to meet with the employee to discuss it with them, and possibly provide general feedback, based on the requirements and needs of the position.

Citizenship and Immigration Status Verification.

The City will not discriminate on the basis of a person's national origin or citizenship status. However, the City will not knowingly employ any person who is or becomes ineligible to work or reside in the United States under applicable law. Regardless of national origin, ancestry or citizenship, all new employees must provide suitable documentation to verify identity and employability. The documentation is to be provided at the time of employment. If the required documentation (or receipt(s) proving that the required documentation has been ordered from the appropriate governmental agency) is not provided within three (3) business days of employment, the individual's employment will be terminated. An employee who has applied for required documentation must produce the actual documentation when the receipt period ends, or his or her employment will be terminated.

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The City of Madison uses and complies with E-Verify. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees using information reported on Form I-9.

4.7 INTERNAL TRANSFERS AND PROMOTIONS

Transfer Date. If a City employee is selected for a posted position opening, the transfer date (which shall be on the 1st day of a new pay period) shall be agreed upon by the two Department Heads. If two Department Heads cannot agree on a transfer date, the Mayor will make the final decision.

Salary. For internal transfers, reorganizations and/or promotions, Department Heads and the Human Resources Department shall ensure that the Pay Guidelines in the Compensation Section 12 are followed.

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4.8 EMPLOYMENT OF RELATIVES

Individuals who are employed by the City and were in such situations covered by this policy (prior to February 1, 2012) will be exempted from most of its restrictions. However, no employees will be allowed to directly report to a relative or cohabitant under any circumstances.

No individual will be employed or transferred to (or in) a department if it would create a situation where an employee would be subject to administrative, supervisory or management control or related influence by a member of his/her immediate family or cohabitant.

No immediate family members or cohabitants of a Department Head, or a position which may act in the capacity of a Department Head in his/her absence, may be employed in the same department as the Department Head or Acting Department Head.

Likewise, no two or more immediate family members or cohabitants shall be permitted to work in any same department of the City if the two or more relatives would be in any positions within two levels of supervision or management (except for Temporary Lifeguards and Crossing Guards due to difficulty in recruiting and short term at-will employment). Examples of “within two levels” include:

- 1) Where two (2) employees would report to the same supervisor;
- 2) Where two (2) employees’ supervisor(s) report to the same Manager/Supervisor.
- 3) A specific example would include two Firefighters, regularly reporting to two different Captains, and the Captains report to the same Battalion Chief.
- 4) Another example would include an employee reporting to a Manager who reports to the Department Head and a relative who is an Administrative employee also reporting to the same Department Head.

Likewise, no immediate family members or cohabitants of an incumbent elected official or an employee of a confidentially sensitive department (including, but not limited to, Human Resources and Legal Departments) may be employed by the City. No “relatives” shall be eligible for hiring, transfer or promotion that would result in a violation of this policy.

For these purposes, “immediate family” and/or “relatives” will be interpreted to include an individual’s spouse, parent, step-parent, parent-in-law, child (including step-children, in-laws and/or legally adopted children), brother or sister (including step, half, adopted or in-laws), grandparent, step-grandparent, grandparent in-law, grandchild, step-

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grandchild, uncle, aunt, nephew, niece and the like relationship of the individual's spouse. This policy definition shall also apply to dating or romantic relationships. (See Policy Section 2, "Equal Employment Opportunity" for dating or other relationships.)

In the event that any two employees of the City elect to be married and to thereby come within the definition of "relatives", then to avoid any resultant conflict with the provisions of this policy, one or both employees may apply to transfer to any non-conflicting vacant position that is posted. Such transfer will be approved if such employee is considered the best-qualified applicant for such vacant position, consistent with staffing procedures. If such transfer is not approved, then one of the employees so desiring to marry or cohabit must resign from his or her employment with the City. If one of the employees does not resign, the Department Head shall initiate action to administratively dismiss one of them.

Where practicable, the Department Head may assign the employees to different shifts to avoid conflict with this policy. In the event reassignment of shifts is not practicable and one employee refuses to resign, the Department Head shall initiate action to administratively dismiss one of them.

4.9 INVOLVEMENT IN EMPLOYMENT

Other than as provided in one's professional responsibilities, no employee shall become involved with any city-related employment activities or employment information concerning another employee (family member or non-family member). These would include, but not be limited to, application for employment, supervisory or policy decisions, or any employee records or information concerning the employee. The same will apply to employees in regard to applicants of the City for employment.

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4.10 TEMPORARY SELECTION

Temporary Employees

Temporary employees of the City will be selected based on the same requirements of this section. However, they shall be hired for a limited period of time, not to exceed one (1) year for part-time temporary employees (who must work no more than 29 hours per week), and not to exceed 120 days, for full-time Temporary employees (who work more than 30 hours). See Policy Section 3 (SERVICE CATEGORIES AND EMPLOYMENT STATUS) regarding Temporary Employees.

Temporary Agencies

Use of Temporary Agencies shall be budgeted and managed by each Department Head. Temporary agency service workers are not considered employees of the City. Use of temporary service workers provided by a contracting company or selected agency will not normally exceed twelve (12) consecutive months in duration. However, if required, the Mayor may approve an extension. Each Department Head must ensure that all contracts with temporary agencies are followed.

The Department Head shall ensure the temporary agency: (1) complies with employment eligibility requirements, (2) provides workers' compensation and liability insurance for its workers, (3) complies with all legal work laws, including overtime and other benefit provisions, and (4) ensures that background checks are completed for workers assigned to the City.

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Independent

Contract Workers **Independent Contract Workers are budgeted and managed by each Department Head. Independent Contract Workers are individuals** whose service terms are defined in a written contract; and the contract is typically approved by the City Council. Internal Revenue Service (IRS) Guidelines for evaluating independent contractor classifications shall be considered (for example, IRS Revenue Ruling 87-41, and/or other related guidelines). Contract workers do not include the use of temporary workers supplied through a temporary service agency.

If a department enters into a contract with a RSA (Retirement Systems of Alabama) or TRS (Teachers' Retirement System) retiree, the contract must comply with the limits on compensation. The Department Head must also provide a copy of the draft contract for the Employment Retirement Systems (with assistance from Human Resources) to confirm whether or not the contract violates post-retirement employment law. Furthermore, both the RSA contract worker and the City would be required to complete and submit current RSA forms notifying the RSA of the contract; and the contract may be contingent upon RSA approval. Limits, forms and other requirements are subject to change; and must comply with current laws.

ORDINANCE NO. 2025-050

AN ORDINANCE TO AMEND SECTIONS 9 AND 10, "CONDUCT AND DISCIPLINARY" AND "GRIEVANCE PROCEDURES," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Sections 9 & 10, "Conduct and Disciplinary" and "Grievance Procedures" in October of 2022; and

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Sections 9 and 10, "Conduct and Disciplinary" and "Grievance Procedures," in the manner set forth in the attached documents.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama as follows:

SECTION 1. That the current Sections 9 and 10 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with documents identified as "Section 9" and "Section 10" and attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 9 and 10 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective upon adoption.

READ, PASSED, and ADOPTED this ____ day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

POLICY: CONDUCT AND DISCIPLINARY POLICY

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SECTION 9 – CONDUCT AND DISCIPLINARY POLICY

Section	Topic and Subsections	Subtopic	Pages
9.1	General Provisions	<input type="checkbox"/> Employee Conduct <input type="checkbox"/> Corrective Action <input type="checkbox"/> Responsibilities	2 2 2
9.2	Classes of Offenses	<input type="checkbox"/> Group One Offenses <input type="checkbox"/> Group Two Offenses	3 4 - 5
9.3	Disciplinary Guidelines – General Provisions	<input type="checkbox"/> Employee Rights <input type="checkbox"/> Facts and Circumstances <input type="checkbox"/> Actions Recorded	6 6 6
9.4	Disciplinary Guidelines – Written Warnings	<input type="checkbox"/> When Given <input type="checkbox"/> Procedure	7 7
9.5	Disciplinary Guidelines – Suspension Without Pay <u>6 Days or Less</u>	<input type="checkbox"/> When Given <input type="checkbox"/> Procedure	8 8
9.6	Disciplinary Guidelines – <u>Proposal</u> of Suspension Without Pay <u>More Than 6 Days</u>, Demotion or Dismissal	<input type="checkbox"/> When Given <input type="checkbox"/> Notice of Proposed Action <input type="checkbox"/> Hearing Request <input type="checkbox"/> Hearing Schedule <input type="checkbox"/> Hearing Procedure <input type="checkbox"/> Administrative Rules <input type="checkbox"/> Certification of Findings <input type="checkbox"/> Disciplinary Action Notice	9 9 - 10 10 10 10 - 11 11 - 13 13 14
9.7	Appeal Procedures – For <u>Disciplinary Notice</u> of Suspension Without Pay for More Than Six Work Days, Demotion or Dismissal.	<input type="checkbox"/> Council Appeal Request <input type="checkbox"/> Council Appeal Hearing Schedule <input type="checkbox"/> Council Hearing Procedure <input type="checkbox"/> Administrative Rules <input type="checkbox"/> City Council Decision	15 15 15 - 16 16 16
9.8	Hearing Officer Pool	<input type="checkbox"/> Responsibility <input type="checkbox"/> Disqualification <input type="checkbox"/> Hearing Officer Pool <input type="checkbox"/> Compensation	17 17 17 17
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9.1 GENERAL PROVISIONS

Employee Conduct.

Employees of the City are expected to maintain high standards of cooperation, efficiency, and economy in their work. Each employee is expected to display conduct both on and off the job in such a manner as to reflect credit on both the employee and the City. The maintenance of high standards of honesty, integrity, and conduct by City employees is essential to ensure the proper performance of City business and maintenance of confidence by its citizens.

Corrective Action.

When work habits, behaviors, productivity or personal conduct of an employee falls below a desirable standard, managers should point out the deficiency at the time it is observed, or as soon as practicable. Warning in sufficient time for improvement should precede formal disciplinary action when practicable, but nothing in this section shall prevent formal action whenever the best interest of the City of Madison requires it.

City employees will be disciplined for violations of established City rules and regulations, violation of department policies, rules or procedures, or other misconduct.

Responsibilities.

It is the duty of each employee to correct any deficiency in performance, conduct or behavior when called to such employee's attention, and to make every effort to avoid conflict with the Personnel Policies and Procedures and department rules and guidelines.

It is the duty of every Department Head to discuss improper or inadequate performance with the employee in order to correct deficiencies and to avoid the need to exercise disciplinary action when practicable. Discipline should be, whenever practicable, of an increasingly progressive nature, the step of the progression normally being:

- (1) Written Warning
- (2) Suspension Without Pay
- (3) Demotion
- (4) Dismissal from Service

When infractions do occur, it shall be the policy of the City that the types of action involved and performance record, and not the individual, are the controlling factor in determining the level of discipline required and the correct amount of disciplinary progression required.

** Italics indicate newer wording.*

9.2 CLASSES OF OFFENSES

Employee offenses are grouped below. The offenses and disciplinary actions as described are neither all-inclusive nor automatic. Department Heads are permitted and expected to treat individual situations according to the specific conduct, circumstances and facts involved.

**Group One
Offenses.**

Group One offenses are defined as instances of unacceptable conduct by a City employee which, while serious, do not normally merit, upon the first occurrence of such conduct, demotion or dismissal and which normally, upon such first occurrence, may be addressed by lesser degrees of discipline. Examples of Group One offenses include, but are not limited to, the following types of situations:

- (1) Failure to give proper notice of an absence.
- (2) Unauthorized absence or irregular attendance.
- (3) Tardiness.
- (4) Interfering with the work or productivity of others.
- (5) Incompetence in the performance of duties, neglect or inefficiency in the performance of duties, or leaving work area without permission.
- (6) Failure to follow less serious safety rules and regulations.
- (7) Improper use and/or care of City property.
- (8) Refusal of required overtime or to work hours required by the Department Head.
- (9) Willful and/or repeated failure to honor court judgments.
- (10) Horseplay on the job.
- (11) Unauthorized release of privileged or confidential information.
- (12) Engaging in outside employment without approval.
- (13) Engagement in political campaigning activities during work time.
- (14) *Violation of City policies, department rules, or lawful orders made or given by a supervisor*
- (15) Other similar conduct that meets the intent of the definition of a Group One offense.

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**Group Two
Offenses.**

Group Two offenses are defined as instances of unacceptable conduct by a City employee which are very serious and may constitute grounds for dismissal from City service upon the first occurrence of such conduct, unless mitigating circumstances, as determined by the Department Head, render lesser discipline, including suspension without pay or demotion, more appropriate. Examples of Group Two offenses include, but are not limited to, the following types of situations:

- (1) Personal possession and/or use of alcohol, illegal or not personally prescribed drugs, or similar intoxicants while on City property, in city vehicles, or while on the job.
- (2) Operation of a City vehicle or motorized equipment while under the influence of intoxicants such as alcohol, and/or any drugs, which induced an unsafe mental and/or physical state.
- (3) Failure to submit to a drug and/or alcohol test when directed or failure to provide information to the MRO (Medical Review Officer) **when** requested.
- (4) Unauthorized possession of firearms, other weapons, explosives, or other dangerous materials.
- (5) Falsification or suppression of any information required by any governmental agency, city management, or city forms or documents, including, but not limited to, employment application, employee reports, records, or timecards.
- (6) Fighting, or any other violent behavior or threats.
- (7) Using abusive language or conduct toward the public or a coworker or city official(s) (including, but not limited to, slander, foul language, sexual, racial or similar comments, etc).
- (8) Serious Leave Offenses, including excessive tardiness, unauthorized/unexcused absences, or fraudulent or abusive use of sick leave.
- (9) Conviction of, or the commission of, an act which would constitute (1) a felony or (2) a crime involving moral turpitude; conviction of, or the commission of an act which would constitute, a misdemeanor which reflects unfavorably upon the employee's character or his/her effectiveness in the job.
- (10) Theft, destruction, careless or negligent use, or willful damage of City property or property of others.
- (11) **Dangerous horseplay on the job resulting in injury or property damage, to include the disregard or violation of safety practices or rules or regulations.**

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- (12) Failure to immediately (or as soon as possible) report an accident (with injuries or damage to City equipment or property).
- (13) Serious violation of City administrative regulations, department rules, lawful orders, or directions made or given by a supervisor.
- (14) Membership in any organization, which advocates the overthrow of the government of the United States by force or violence.
- (15) Acceptance of any consideration of value or gratuity, which was given to improperly influence the employee in the performance of his/her duties.
- (16) Refusal to be examined by the City's physician when directed.
- (17) Political activities that are gross violations of federal and/or state laws or these policies and procedures.
- (18) Sexual harassment or other types of harassment, as defined by Sections 2.2 and 2.3 of the Personnel Policies and Procedures.
- (19) Sleeping while on duty, except when authorized by department or City rules.
- (20) Willful violation of any duly adopted City policy or state/federal law or regulation in the performance of one's duties.
- (21) Conduct unbecoming of a City employee, while on or off duty, which tends to bring discredit upon the City and/or its employees, which adversely affects the morale or efficiency of, or public respect for, the employee's assigned department.
- (22) Conduct which threatens order, safety, or health.
- (23) **Acts of insubordination, including refusal to obey legitimate orders or refusal to provide honest/truthful information.**
- (24) Unauthorized use, misappropriation, destruction, theft, or conversion of public property.
- (25) Conduct or actions determined to be a conflict of interest or ethics violation as defined by state law and/or City ordinance, rules, regulations, or procedures.
- (26) Willful or intentional conduct, to include gross negligence, which exposes the City to liability, litigation, or financial loss.
- (27) Repeated violation of a Group One offense.
- (28) Similar conduct not listed herein meets the intent of the definition of a Group Two offense.

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9.3 DISCIPLINARY GUIDELINES – GENERAL PROVISIONS

Employee Rights. Department Heads must ensure that an employee's rights (as defined in the Personnel Policies and Procedures) are protected during any disciplinary action.

Facts and Circumstances. Normally disciplinary actions will be administered uniformly and according to the order listed for each group of offenses. However, a Department Head as a disciplinary official is expected and allowed to take actions according to the facts and circumstances of each situation.

Actions Recorded. All disciplinary actions will be recorded in writing. The Department Head and the employee will sign the record and the employee will be provided a copy. Refusal of an employee to sign the record of a disciplinary action will be noted on the record by the Department Head. A copy will also be forwarded to the Human Resources Director for inclusion in the employee's personnel file.

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9.4 DISCIPLINARY GUIDELINES – WRITTEN WARNINGS

When Given. An employee may be issued a written warning when he/she fails to maintain desirable standards or commits a Group One offense or violates a less serious city policy or department policy or procedure, and the Department Head determines more severe action is not necessary.

Procedure. (1) Discussion **with Employee.** Before any action is taken against an employee, the Department Head shall make such inquiry/review or investigation as considered necessary. The employee shall be advised of the reasons for considering disciplinary action and allowed the opportunity to respond.

(2) **Content.** The written warning should contain the following information:

- Specific reason(s) for the written warning.
- Warning that future unacceptable conduct could result in more severe disciplinary action.
- Where appropriate, recommendations for corrective action.

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9.5 DISCIPLINARY GUIDELINES – SUSPENSION WITHOUT PAY FOR SIX (6) WORK DAYS, 48 WORK HOURS OR LESS

When Given. An employee may be suspended from duty and pay for a period of time not to exceed six (6) workdays or 48 working hours when determined by the Department Head to be justified.

Procedure. **(1) Notice of Proposed Suspension.** Before any action is taken against an employee, the Department Head will notify the employee in writing of the proposed disciplinary action being considered and that the employee has a right to a **grievance review** concerning the allegation against the employee. A copy of the notice will be provided to the Human Resources Director for inclusion in the employee's personnel file. The written notice to the employee will contain the following information:

- (a) The grounds for the proposed disciplinary action;
- (b) The proposed disciplinary action;
- (c) Notice of the employee's right to discuss the allegations with the Department Head;
- (d) That the employee has the right to present evidence in his/her defense;
- (e) Notice of the employee's right to respond to the Department Head about the allegations, orally or in writing, within three (3) business days of the notice.
- (f) A description of the appeal rights of the employee as provided in Section 10.2 (Grievance Procedure) of the Personnel Policies and Procedures.

(2) Appeal Process. If the employee appeals the process, the procedure in Section 10 of the Personnel Policies and Procedures will be followed. (Section 10.2, Grievance Procedure).

(3) Final Action. A copy of the final Record of Action will be presented to the employee, and a copy will be provided to the Human Resources Director to be placed in the employee's personnel file.

9.6 DISCIPLINARY GUIDELINES – PROPOSAL OF SUSPENSION WITHOUT PAY FOR MORE THAN SIX WORKDAYS or 48 WORK HOURS, DEMOTION OR DISMISSAL

- When Given.** An employee may be suspended without pay for more than *six (6) workdays or 48 work hours*, demoted (where appropriate), or dismissed when such action is determined by the Department Head to be justified. No discharge action will be taken without review by the Human Resources Director or the City Attorney, and approval of the Mayor.
- Notice of Proposed Action.** Before any action is taken against an employee, the Department Head will notify the employee in writing of the charges against him/her, the proposed disciplinary action, and that the employee has a right to a hearing concerning the allegation against the employee. A copy of the notice will be provided to the Human Resources Director for inclusion in the employee's personnel file. The written notice to the employee will contain the following information:
- (a) The employee's right to request a hearing in writing to the Department Head within three (3) business days of the date the notice is received; and instructions that the employee's request must include accurate contact information for the employee during business hours, including a current mailing and street address and telephone number;
 - (b) The charges against the employee;
 - (c) The proposed disciplinary action that may result from a decision after a hearing adverse to the employee;
 - (d) The employee's right to appear in person at a hearing on the allegations and his/her right to representation at his/her expense;

- (e) The employee’s right to present evidence and/or other witnesses at a hearing on the allegations to be held by a Hearing Officer;
- (f) The employee’s right to respond orally or in writing (to the Department Head) to the charges within three (3) business days of the notice.

Hearing Request.

If the employee files a timely written request for a hearing (within three (3) business days), the Department Head will notify the Human Resources Director for the designation of a Hearing Officer. The following will constitute a waiver of the employee’s right to a hearing: 1) lack of a timely written request for a hearing (three business days from receipt); 2) failure to attend the hearing; 3) failure to provide accurate contact information during business hours (current telephone numbers and mailing and street address) with the hearing request in writing; and 4) failure to be available during business hours for contact and for receipt of notices and/or the scheduling of the hearing.

Hearing Schedule.

The Human Resources Director shall cause a hearing date to be set as soon as possible before an impartial Hearing Officer selected from a pool of eligible persons designated by the Council Human Resources Committee and Mayor.

Once the Hearing Officer is designated, the Hearing Officer will set a date for the hearing (to be held no later than 45 calendar days, [unless ordered otherwise by the Hearing Officer] and as soon as practicable). The Human Resources Director will notify the employee and the Department Head in writing of the date, time, and place of the hearing.

Hearing Procedure.

Hearings shall be conducted by the hearing officer in an orderly manner to ascertain relevant facts within a reasonable time while according fairness and impartiality to all parties. The order of presentation of evidence before the hearing officer shall be as follows:

- (a) Opening statement by the Department Head presenting the charges against the employee;

** Italics indicate newer wording.*

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- (b) Opening statement by the employee against whom charges have been filed;
- (c) Presentation of evidence and testimony on behalf of the Department Head, with cross-examination by the employee;
- (d) Presentation of evidence and testimony on behalf of the employee, with cross-examination by the Department Head;
- (e) Presentation of rebuttal evidence and testimony on behalf of the Department Head, with cross-examination by the employee. Rebuttal evidence and testimony may address only issues raised by the employee in the presentation of evidence and may not be used to raise any new issue before the hearing officer;
- (f) Any documents presented during the hearing may be marked as exhibits and copies should be given to both parties' representation, the Hearing Officer and Human Resources (for the hearing file).
- (g) Closing remarks by the Department Head;
- (h) Closing remarks by the employee.

Opening and closing remarks may be waived by the parties.

Administrative Rules.

While hearing procedures do not follow court discovery procedures, the Human Resources Department may assist employees in obtaining copies of their personnel file or any other known public record, if requested in a timely manner prior to the hearing.

Hearings shall be conducted in accordance with the following administrative rules:

- (a) Hearings shall begin with an explanation of the order of presentation to be followed in the hearing.
- (b) The employee may be represented by an attorney, or another individual, at the employee's own expense, who may participate in the hearing. If the employee intends to have a representative, then he/she

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shall provide written notice of such, including the name of the attorney or representative, to the Human Resources Director at least three (3) business days prior to the hearing date.

- (c) The Department Head may be assisted by the City Attorney (or outside legal counsel for the City) who may participate in the hearing to whatever extent the Department Head desires.
- (d) If the employee seeks the testimony of another City employee, the employee may request the attendance of City employees as witnesses at the hearing by requesting such attendance, in writing, addressed to the Human Resources Director, at least three (3) business days prior to the hearing date.
- (e) Legal rules of evidence shall not be strictly applied in the hearing; however, evidence deemed irrelevant to the issues to be determined by the hearing may be excluded, as determined by the Hearing Officer.
- (f) Requests for postponement or continuances of hearings may be granted by the Hearing Officer only for documented extraordinary circumstances (such as, but not limited to, serious illness, death, etc.).
- (g) Decisions of the hearing officer concerning the conduct of the hearing shall be final.
- (h) The order of presentation set forth for hearings may be revised where deemed necessary by the hearing officer.
- (i) Only testimony presented before a Hearing Officer will be recorded but not transcribed unless ordered by a court of competent jurisdiction. No other recordings of the hearing will be conducted. The cost of any transcriptions may be billed to the requesting party.
- (j) Hearings may be closed to the public in order to protect good name and character of employees, witnesses and individuals mentioned in testimony.

If Council closes a hearing to the public, the Council must vote to meet in executive session to discuss the general reputation and/or character of individuals, consistent with the "Sunshine Law". No vote of the Council, however, may be taken in executive session. After completion

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of the hearing, a majority of the City Council, after returning to an open meeting, shall either affirm or alter the disciplinary action taken.

Certification of Findings.

The hearing officer will carefully consider all testimony, evidence, and exhibits offered in support of or denial of such charges and make written findings of fact based upon all such evidence. The hearing officer is expected to certify the findings of fact within ten (10) *business* days of the hearing and deliver a copy of his/her findings to the Human Resources Director. The Director of Human Resources shall have a copy delivered to the Department Head and the affected employee. Failure of the Hearing Officer to meet this time request shall not affect the outcome of the disciplinary action nor confer on the employee the right to invalidate any disciplinary action.

The findings of fact should be in a form which addresses each of the charges made against the employee. The hearing officer shall make a specific finding of fact regarding each such charge based on the evidence.

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**Disciplinary
Action Notice.**

The Mayor and Department Head shall determine whether the facts, as found by the Hearing Officer, are cause for discipline, and shall discipline the affected employee in an appropriate manner consistent with such Findings of Facts (after review by the Human Resources Director or the City Attorney). The Department Head shall also discipline the employee consistent with the Notice of Proposed disciplinary action if the employee's right to a hearing was waived. If no discipline is due to be administered based on the factual findings, the employee will be so notified by the Department Head and the case will be closed.

If discipline is administered, the Department Head will notify the employee, in writing, of the discipline to be administered. The notice will contain:

- (a) The nature of the action and the effective date;
- (b) The specific grounds for the action taken; and
- (c) A description of the appeal rights of the employee, if any (none where the employee's right to a hearing was waived).

The notice should be signed and dated by both the Department Head and the employee. A copy of the notice will be provided to the Mayor and the Human Resources Director for inclusion in the employee's personnel file.

9.7 APPEAL PROCEDURES – DISCIPLINARY NOTICE OF SUSPENSION WITHOUT PAY FOR MORE THAN SIX (6) WORK DAYS OR 48 WORK HOURS, DEMOTION OR DISMISSAL

A regular status employee who has not waived his/her right to a hearing or appeal may appeal his/her Notice of Disciplinary Action of suspension of more than six (6) workdays without pay, demotion, or dismissal to the City Council.

Council Appeal Request.

Notice of appeal to the City Council must be filed within three (3) business days of receipt of the written notice of disciplinary action. The notice of appeal must be submitted in writing to the Human Resources Director. The following will constitute a waiver of the employee’s right to appeal:

- 1) lack of a timely written request for an appeal (three business days from receipt of the Notice of Disciplinary Action);
- 2) failure to attend the hearing before the Hearing Officer or the Council;
- 3) failure to provide accurate contact information during *business hours* (current telephone numbers and mailing address) with the appeal request in writing;
- 4) failure to be available for contact for receipt of notices and/or for the scheduling of the Council hearing.

Council Appeal Hearing Schedule.

The presiding officer of the City Council will *determine* the date, time, and place of any hearing of an appeal taken to the City Council.

Council Hearing Procedure.

The role of the City Council is to determine whether the discipline administered is consistent with the certified findings of fact as determined by the hearing officer. The presiding officer of the City Council will preside over the hearing. The order and nature of the presentation to the City Council relating to this issue shall be as follows:

- (a) Statements by the employee as to why the disciplinary action taken against such employee is inconsistent with the finding of facts made by the hearing officer.

Evidence and testimony presented on behalf of the employee related solely to the issue of whether or not the disciplinary action taken against such employee is consistent with the finding of facts made by

* *Italics indicate newer wording.*

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the hearing officer. No evidence or testimony shall be presented by the employee that relates to, or is connected in any way with, the facts which were, or should have been, presented at the hearing before the hearing officer. The City Council will accept the decision of the hearing officer if such decision was supported by a *preponderance of* evidence.

- (b) Statements by the Department Head or his/her representative in rebuttal thereto.

Evidence and testimony presented by the Department Head which is subject to the same restrictions and limitations as set forth in (a), above;

- (c) Opportunity for rebuttal by both the employee and Department Head.

- (d) Closing remarks by the employee;

- (e) Closing remarks by the Department Head.

Opening and closing remarks may be waived by the parties. The order of presentation set forth above may be revised where deemed necessary by the City Council.

Administrative Rules.

Administrative rules contained in Section 9.6 of this Policy shall be applicable in hearings before the City Council. In order to close a hearing to the public, however, the Council must vote to meet in executive session to discuss the good name and character of individuals. No vote of the Council, however, may be taken in executive session.

City Council Decision.

After completion of the hearing, a majority of the City Council, in open session, shall either affirm or alter the disciplinary action taken against the employee. If the City Council is unable to reach a majority vote, the decision of the Department Head, as approved by the Mayor, shall stand unmodified. The Council's decision will be provided to the employee in writing, with a copy furnished to the Human Resources Director, within five (5) business days of the hearing.

9.8 HEARING OFFICER POOL

The City will use local attorneys (from Madison or Limestone County) licensed to practice law in the State of Alabama as Hearing Officers.

Responsibility. A hearing officer will hear and carefully consider all evidence, testimony, and exhibits offered in support or denial of charges and shall render certified findings of fact regarding the specific charges as provided in this Policy Section 9. It will be the duty of the hearing officer to determine if the charges asserted against the employee are supported by the evidence and whether any rule or regulation of the City has been violated by the employee charged. A hearing officer will not determine the degree of any discipline which may be warranted.

Disqualification. No person will participate as a hearing officer in any matter, if he/she has a personal or financial interest therein or other conflict of interest.

Hearing Officer Pool. A pool of hearing officers to serve the City will be established to conduct hearings as required. The pool will be made up of eligible persons designated by the Council Human Resources Committee and Mayor.

Compensation. Hearing officers serving the City will be compensated for their services at the same rate paid to *an* alternate City Attorney, if and when they are called upon to serve in this capacity for the City.

9.9 ADMINISTRATIVE LEAVE

As a non-disciplinary measure, a Department Head, with the approval of the Mayor or the Director of Human Resources or City Attorney, may grant paid Administrative Leave, if disciplinary action is being considered by the Department Head or a disciplinary hearing or an investigation is pending.

However, the Department Head (or his/her designee), the Mayor or the Human Resources Director may require an employee on paid Administrative Leave to report to work or city offices at any time during business hours or their normal work schedule. An employee must be available for contact and reporting to work or city offices when the employee is on paid Administrative Leave for this purpose. If an employee is not available or does not report, the Administrative Leave can be immediately cancelled by the Department Head and the employee will be on Leave Without Pay for any day employee is not available. Exceptions to the availability requirement may be for pre-approved accrued leave or other approved leave (i.e., sick leave, annual leave, bereavement, etc.) taken consistent with those policies.

Paid Administrative Leave will be recorded on the department's time and attendance report by the Department.

9.10 CRIMINAL CHARGES

If an employee is charged with a felony, which is also considered a serious violation of these policies and procedures, the Department Head may conduct a hearing of the alleged violation in accordance with the disciplinary guidelines of this section. If the Department Head determines there is sufficient information available to indicate that the City's rules or standards of employment were violated, he/she may take appropriate disciplinary action, to include suspension without pay, demotion, or dismissal, as the case may warrant.

If an employee is in custody and cannot report to work or cannot perform his/her duties as a result of the criminal charge or related consequences, the employee will NOT receive regular pay but will be paid with any accrued leave that is applicable (including annual leave, personal day, floating holiday). Once the employee's applicable leave balances are exhausted, the employee will be placed on Administrative Leave Without Pay.

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** Italics indicate newer wording.*

POLICY: GRIEVANCE PROCEDURES

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10.1 GENERAL PROVISIONS

The purpose of the grievance procedure is to permit eligible employees to provide a standard process for speedy investigation and resolution of employee complaints that are permitted under these policies and procedures. A grievance is an employee's statement that a city supervisor, Department Head or the Mayor is improperly or inappropriately applying or failing to apply the personnel rules, personnel regulations, and/or personnel procedures of the City of Madison.

These procedures may also be used for appealing of 1) disciplinary action involving a written warning or suspension without pay *for six (6) workdays or 48 working hours or less.*

The City grievance procedure is not intended for and will not be used for the following purposes:

- a) Matters challenging the content of classification, pay, compensation, leave, and related personnel rules and regulations;
- b) To resolve personal differences between/among employees;
- c) To appeal City-wide pay reductions which are part of a general plan to reduce salaries and wages when such reductions are prorated to all employees;
- d) To appeal non-selection for a position when properly established staffing procedures have been followed;
- e) To appeal the content of approved and published City ordinances or other legal actions;
- f) To appeal a disciplinary action involving suspension without pay for more than six (6) workdays or dismissal;
- g) To contest any action that does not pertain directly and personally to the employee submitting the grievance; or
- h) Matters related to contracted services or providers. These shall be addressed with management, the Mayor or the provider.

Eligibility.

All employees, except probationary status employees, temporary employees, appointed officials, and appointed aide positions serving at the pleasure of Mayor or Council shall have the right to file a grievance.

Rights.

No employee shall be penalized solely for exercising their rights under the grievance procedures, including their rights to submit a grievance or to serve as a witness for another employee's grievance.

While grievance and hearing procedures do not follow court discovery procedures, the Human Resources Department may assist employees in obtaining copies of their personnel file or any other known public record, if requested in a timely manner.

Timeliness.

A written grievance filed to appeal a suspension without pay of *six (6)*

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workdays or less and a written grievance to appeal an Administrative Separation must be submitted to the Mayor within three (3) business days of the employee's receipt of the notice of suspension or separation. Failure to do so may be deemed to be a waiver of the grievance process and the action may become effective immediately.

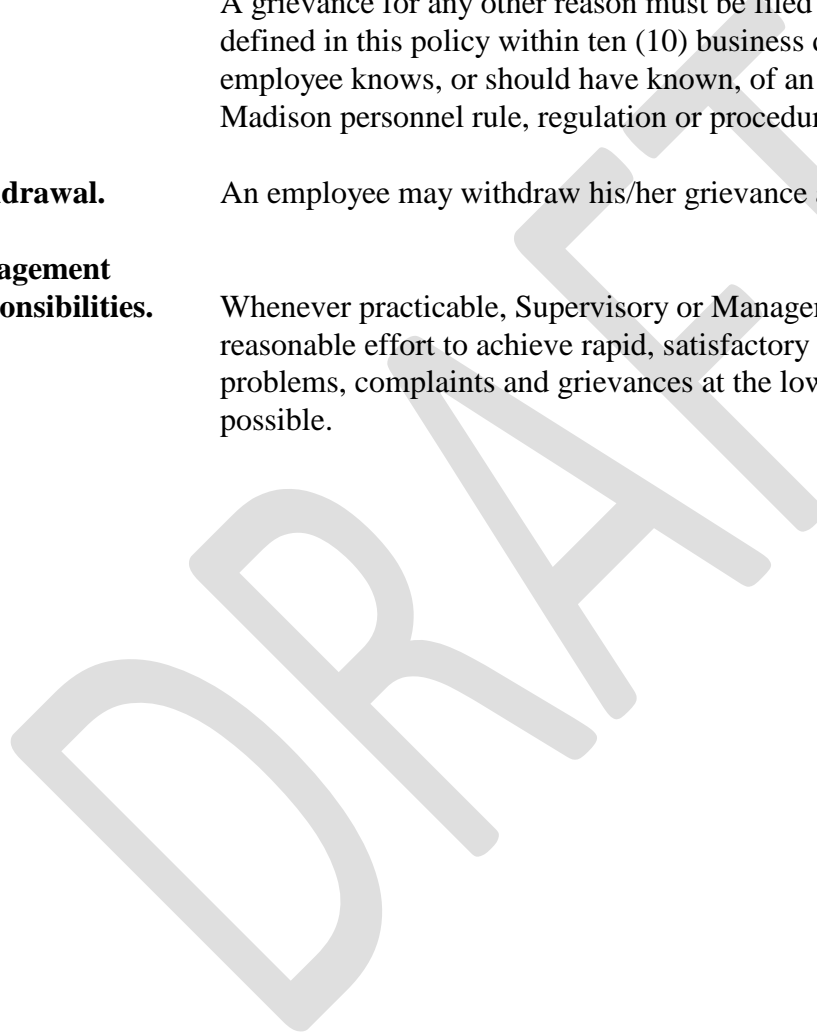
A grievance for any other reason must be filed according to the procedures defined in this policy within ten (10) business days of the date the employee knows, or should have known, of an alleged violation of a Madison personnel rule, regulation or procedure.

Withdrawal.

An employee may withdraw his/her grievance at any step in the process.

Management Responsibilities.

Whenever practicable, Supervisory or Management personnel will make reasonable effort to achieve rapid, satisfactory and productive resolution of problems, complaints and grievances at the lowest possible level, when possible.



** Italics indicate newer wording.*

10.2 GENERAL PROCEDURE

The Grievance Procedure steps are outlined below. Grievances to appeal a suspension without pay of six (6) workdays or 48 hours or less will begin the Grievance procedure at Step 1 and follow Steps 2 and 3 as requested by the employee. Suspensions without pay for six (6) or more workdays or more than 48 hours are granted with the additional option of requesting a hearing, as outlined in 10.3 and shall be allowed after exhausting all options outlined in Steps 1-3. Department Heads or any other employee who reports directly to the Mayor shall start at Step 3 below.

Step 1.**Supervisor**

Within ten (10) business days after the employee knows, or should have known, of an alleged violation or misapplication of a Madison personnel rule, regulation or procedure, an employee shall discuss his/her grievance with his/her immediate supervisor. The supervisor is required to provide the employee an answer within five (5) business days of this initial meeting. No written record of the grievance action is required at this level. *Should the supervisor be out of the office, the next level supervisor should respond within the required time. If the next level supervisor is the Department Head, employees may move directly to Step 3, if requested.*

Step 2.**Department Head**

Within five (5) business days from the receipt of the supervisor's decision or non-response, the employee shall have the right to appeal the decision in writing to their Department Head. (For Department Head employees, the Mayor shall serve as their Department Head for purposes of Step 2.) The Department Head shall furnish the employee an answer within ten (10) business days of receipt of this appeal. The Department Head shall furnish the Mayor and City Human Resources Director with a written statement containing the employee's complaint, pertinent facts and the decision given to the employee.

Step 3.**Mayor**

A) Within five (5) business days of receipt of the Department Head's decision or non-response, the employee shall have the right to elevate the grievance to the Mayor.

If the grievance is first entered into the grievance procedures at this step (for suspension of *six (6) days or less* or for Administrative Separation), the employee has three (3) business days from the employee's receipt of the notice of suspension or separation to appeal to the Mayor. The Mayor's Office shall forward a copy to the Director of Human Resources.

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- B) The employee's grievance to the Mayor must be in writing, and must contain the following:
- 1) a statement of the employee's grievance, including any alleged violation or misapplication of a Madison personnel rule, regulation or procedure, and the date, description of such misapplication or violation, including evidence information the employee may have;
 - 2) the specific remedy which the employee is seeking;
 - 3) previous supervisory decisions, if any;
 - 4) The names of any possible witnesses the Mayor may question, at his/her discretion, with a brief statement as to the expected substance of each witness's testimony.

Failure to provide the above information may result in denial of the grievance by the Mayor.

- C) The Mayor will furnish the employee with his/her decision in writing within (15) business days of the Mayor's receipt of the employee's grievance. The Mayor may sustain, amend or overrule the Department Head's decision. A copy of the Mayor's decision will be sent to the Director of Human Resources and the Department Head.

Step 4.
Appeal to
City Council

Only employees with a discipline action greater than a suspension of six (6) workdays or 48 working hours or more may utilize Step 4. Within five (5) business days of the employee's receipt of the Mayor's decision, the employee may appeal such a decision to the City Council. The employee must file written notice to the Director of Human Resources indicating his/her decision to appeal to the City Council. The City Council shall gather pertinent documents and hear the employee's grievance.

Council will either affirm or not affirm the Mayor's decision. The decision of the Council shall be final.

10.3 CITY COUNCIL HEARING PROCESS

Presiding Officer. The City Council President or the President Pro Tem of the City Council shall preside over the hearings before the Council.

Purpose. The City Council’s purpose is only to determine if the Mayor’s decision was supported by a preponderance of the evidence.

The Council shall be limited in its review of the evidence to a determination of whether there was a preponderance of the evidence in the record to support the decision of the Mayor with respect to the grievance. A presumption of correctness shall be afforded any findings of fact made by the Department Head or the Mayor where the Council finds a preponderance of the evidence in the record to support such factual determinations. Council will either affirm or not affirm the Mayor’s decision.

Conflict of Interest. No Council member shall participate in any grievance in which he/she has a personal interest or as to which he/she has a conflict of interest.

Hearing Date. The Presiding Officer shall set the hearing date and time. Under extreme circumstances, the Presiding Officer may grant the employee a “continuance” or a different date for the hearing. However, the employee must submit a written request in advance of the hearing to the Human Resources Director.

Representation. The employee may be represented by a licensed attorney or another individual, at the employee’s own expense, who may participate in the hearing to whatever extent the employee desires. If the employee intends to have a representative, then he/she shall provide written notice of such, including the name of the attorney or representative, to the Human Resources Director at least three (3) business days prior to the hearing date.

** Italics indicate newer wording.*

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The Department Head or other designated official may be assisted by the City Attorney (or outside legal counsel) who may participate in the hearing to whatever extent the Department Head desires. However, the Department Head may be present at all hearings.

Preparation.

Prior to the hearing Council members will be encouraged to review: (1) Section 10 of the Personnel Policies and Procedures; (2) other applicable policies; and (3) the nature and scope of the employee’s grievance; (4) responses to the grievance (if any). The Human Resources Director will provide all documents for reference to Council members.

City Council Decisions.

If Council closes a grievance hearing to the public, the Council must vote to meet in executive session to discuss the general reputation and/or character of individuals. No vote of the Council, however, may be taken in executive session. After completion of the hearing, a majority of the City Council, after returning to an open meeting, shall either affirm or not affirm the Mayor’s decision.

Order of Presentation.

The hearing shall be conducted in an orderly manner to ascertain relevant facts within a reasonable time. The Presiding Officer may change the order of presentation, whenever deemed necessary or appropriate. The Presiding Officer may exclude any information that is determined to be irrelevant to the specific complaint in the grievance or inconsistent with the Grievance Procedures policies. The order of presentation may be as follows:

1. Opening statement of the employee, briefly summarizing his/her complaint.
2. Opening statement of the Department Head, briefly explaining his/her response to complaint.
3. Presentation of evidence by the employee, including the presentation of documents and witnesses one at a time, with no other witnesses present in the hearing, who have information to share specific to the employee’s specific grievance. The witnesses may be cross-examined by the Department Head and additional questions may be asked by Council members. Each witness may be excused after his or her testimony.

** Italics indicate newer wording.*

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4. Presentation of evidence by the Department Head, including the presentation of documents and witnesses one at a time, with no other witnesses in the hearing, who have information to share specific to the employee's specific grievance. The witnesses may be cross-examined by the employee and additional questions may be asked by Council members. Each witness may be excused after his or her testimony.
5. Presentation of any rebuttal evidence and testimony from the employee, with cross-examination by the Department Head. Rebuttal evidence and testimony may address only issues that were raised in the presentation of evidence and may not be used to raise any new issues before the Council.
6. Any additional questions for clarification by Council members.
7. Closing remarks by the employee.
8. Closing remarks by the Department Head.

ORDINANCE NO. 2025-051

AN ORDINANCE TO AMEND SECTION 12, "COMPENSATION AND BENEFITS," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 12, "Compensation and Benefits," in October of 2024 and;

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Section 12, "Compensation and Benefits," in the manner set forth in the attached documents.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama as follows:

SECTION 1. That the current Section 12 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 12" and attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 12 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective upon adoption.

READ, PASSED, and ADOPTED this ____ day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

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12.1 COMPENSATION

12.1.1 GENERAL PROVISIONS

Policy Statement. The City will determine compensation based on fairness, internal and external equity and budget allocations. Such compensation will be comprised of employee pay and city-provided benefits that will be established and maintained in accordance with the guidelines of this chapter. All sections and guideline provisions are contingent on City Council budget approvals.

Job Descriptions. Department Heads will be responsible for preparing, maintaining, and periodically reviewing and revising (as necessary) job descriptions for each position within their departments.

Council Appointed Department Heads –The Mayor shall forward Job Descriptions for positions appointed by City Council to the Human Resources Committee, who would, after review and approval, take it to the City Council for review and approval.

All Other Job Descriptions – Department Heads shall forward job descriptions for all other positions in the City to the Mayor for his or her review and approval, after recommendation by the Human Resources Director.

Approved job descriptions will follow the standard format of the City and will identify the representative duties and tasks, along with the job-related knowledge, education, skill, and abilities that are required for proper performance of the job. They will include a specific description of essential and secondary job functions. The job description will be used to evaluate each job and to assign each position to the appropriate pay grade in the classification plan.

Exempt and Non-Exempt Job Classifications.

Each job classification shall be designated as being “exempt” or “non-exempt,” as defined by the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq., and its implementing regulations. The job description and/or related job analysis shall be used to designate the appropriate exemption status for the job classification in accordance with the FLSA, as determined by a combination of such factors and guidelines including:

- Weekly pay amount (Note: Part-time employees are classified as hourly for time accounting purposes, regardless of position.).
- Whether the employee performs manual or non-manual work.
- The degree of supervision exercised (compared to other duties).

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- The degree and frequency of exercising discretionary authority and independent judgment.
- The level of participation in policy making and related planning.
- Non-routine and non-clerical administrative work involving discretion and independent judgment with respect to matters of significance (in importance and/or consequence).
- The performance of specialized and technical work requiring advanced specialized training, experience and knowledge customarily acquired by a prolonged course of specialized intellectual instruction.

Exempt Employees.

“Exempt” employees are regular full-time employees who are exempt from the overtime requirements of the FLSA. Exempt employees are not entitled to overtime pay or compensatory time off regardless of the number of hours they work during a workweek.

Exempt employees are expected to work the typical workday as other full-time employees in their department, or a schedule determined by the Department Head, typically an average of at least 40 hours per week. Exempt employees may need to work additional hours outside the normal workday to attend meetings, such as Council meetings, etc., or perform other work required for their particular job position. Work schedules and time off from the exempt employee’s regular work schedule must be approved in advance by the Department Head (or Mayor).

Exempt employees are typically paid their full salary for a workweek in which work is performed, in accordance with the FLSA. However, full-day absences or suspensions from work may not be paid and/or will be charged as leave in accordance with the leave policies, as applicable (See Policy Section 11).

An exempt employee’s pay or accrued leave accounts will not be reduced for partial time off in a given workday in accordance with the FLSA, except for certain medical leave in accordance with the Family Medical Leave Act, and applicable non-accrued leave, such as Administrative Leave, Personal Leave, and/or Military Leave.

Consistent with the FLSA, exempt employees’ normal pay will not be deducted for absences occasioned by the employer or the operating requirements of the business. For example, exempt employees’ salary (or leave accruals) will not be deducted for time missed due to business being closed for inclement weather or other reasons determined by the Mayor.

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However, if the business is open and the employee does not report to work for a full day, his/her pay or qualifying leave accruals can be deducted.

Department Heads may require exempt employees to record and track hours, work a specified schedule, and make up work time lost due to personal absences of less than a day.

**Hourly
(Non-Exempt)
Employees.**

All employees who are not designated as exempt employees (including temporary employees) are classified as non-exempt or hourly employees and are subject to the minimum wage and overtime provisions of the FLSA. Non-exempt employees will be paid for all hours worked (or leave taken in accordance with the Attendance and Leave Policy Section 11) per pay period. Hours worked outside of standard scheduled work hours are approved by management. Regardless, if an employee is suffered or permitted to work outside of their regular shift, the employee shall include that time as time worked on their timesheet. Such pay will be based on the hourly rate (or overtime rate) of pay for the job, as established by the approved classification and pay plan and any applicable, adjusted hourly rate calculations as required by FLSA.

**Pay Compliance
Inquiries. (FLSA)**

If an employee suspects he/she was not properly paid for any period of time, and/or if he/she receives a paycheck in which he/she thinks deductions have been impermissibly made for time not worked during the preceding pay period, he/she **MUST** submit concerns in writing to the Director of Human Resources for review. The City will review the deductions in light of the FLSA, and will determine whether the deductions taken were permissible and/or whether the payments made were proper. In the event that deductions taken are impermissible or the employee was otherwise improperly paid, the employee will be reimbursed for the improper salary deduction and/or corrections made, as applicable. The City will continue to make a good faith effort to comply with the FLSA regarding exempt employee salary deductions and general payment obligations.

**Classification
Plan.**

Classification plans shall be maintained using the approach that, insofar as practicable, jobs that are comparable in responsibility, scope, complexity, required education, knowledge, skill, and ability may be assigned to a comparable pay grade, while balancing adjustments for internal equity, budget considerations and external factors, such as

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- **external competition for skills;**
- **recruiting challenges;**
- **difficulty to backfill;**
- **turnover and applicant data, and**
- **risk, cost and consequences of turnover.**

The classification plans shall contain a sufficient number of pay grades to adequately and fairly distinguish differences among jobs assigned to the plans. The assignment of jobs to pay grades contained in the plans shall be made through the evaluation of each job by Human Resources based on a job description for the position. Based on recommendation by the Human Resources Director and approval by the Mayor, revisions to the classification plans must be presented by the Human Resources Committee for City Council approval after the Department Head or Human Resources completes the standard process and forms. Pay plan reclassifications for existing positions will normally be considered at least two months before the budget preparation process begins, except in unique situations requiring more timely changes for business reasons, initiated by the Mayor or Human Resources.

If the Human Resources Committee's evaluation of an existing position on the City's classification plan results in a lower job grade than the grade the position is currently assigned, the position's grade will not be adjusted until the position is vacant. However, the grade will be adjusted prior to filling the position based on the approval of City Council.

The City Council has adopted four Pay Plans, including subsequent Pay Guidelines: 1) Sworn Police Officers; 2) Certified Firefighter Personnel; 3) General, Including All Other Classified City Employees; and 4) Department Heads and Aides.

Pay Plans.

City Pay Plans have been established by the City Council and will be used in conjunction with the approved classification plans to determine the pay for all unclassified, classified, and temporary service employees. The pay plans establish a minimum and maximum pay range for each pay grade contained in the classification plan.

The Pay Plans shall be reviewed periodically by Human Resources and the Mayor, and recommendations may be made for adjustments based on **budget availability, external competition for skills, turnover and applicant data.**

The Pay Plans are subject to adjustment or modification by the City Council.

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Annual COLA. In order to minimize the effects of economic inflation on City employees' salaries, at the beginning of each fiscal year, all City pay rates shall be increased to account for inflation that has occurred in the preceding fiscal year.

The cost-of-living adjustment shall be equal to the Consumer Price Index for Wage Earners & Clerical Workers for "All Items" from the third quarter of the previous year to the third quarter of the current year, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. The City may use the U.S. City Average or the average for the Southeastern U.S. to set the COLA for the new fiscal year.

Inflation adjustments remain subject to City Council budget authorization each year. When the national economy experiences rates of inflation exceeding 5%, the City may select a lower cost of living adjustment rate for a given year. Conversely, if deflation has occurred in a given year, pay rates shall not be reduced.

**Reassignments
(Non-Promotion).**

When an employee is transferred to an equivalent (Grade) position, the employee's base pay level will remain approximately the same as before reassignment. When an employee is demoted or transferred to a job with a lower grade, the employee's pay will be established at the grade of the new position, at the same step he/she was at prior to the transfer. All pay adjustments for employee reassignments will be recommended by the Department Head who must complete all Human Resources required paperwork (Change of Status Form) for such changes, and all proposed adjustments will be submitted to the Mayor for approval before becoming effective.

When an employee is hired from a General Classification position to a certified Police or Fire position, the employee's starting pay in the new position will follow guidelines of a new employee. When a certified Police or Fire classified employee is transferred or hired to a General Classification position the Department Head and Human Resources, with approval by the Mayor, will determine the pay on the different plan and determine if it is considered a transfer, demotion or promotion on a rare, case by case basis.

**Acting Pay/
Working Out of
Classification**

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If an employee, through the direction of the Department Head or Mayor is temporarily assigned the responsibility of performing the majority of the duties normally performed by another employee in a higher classification, that employee may, after a reasonable time period as determined by the Department Head or Mayor, receive temporary compensation at the grade of the temporary acting position at a step between 5% to 10% above the pay of their regular position, unless to get on the proper grade, at Step 1, would equate to more than 10%.

Pay will be changed the beginning of the following pay period after all required paperwork has been submitted to Human Resources and would not be changed back until the beginning of a new pay period.

However, in the event the temporary vacancy or absence becomes a permanent vacancy, the Department Head shall consider all qualified and eligible applicants or candidates, and the position will be posted according to current staffing procedures. Experience in a temporary assignment will in no way guarantee promotion into a position should one become available.

The following are provisions for temporary appointment and compensation:

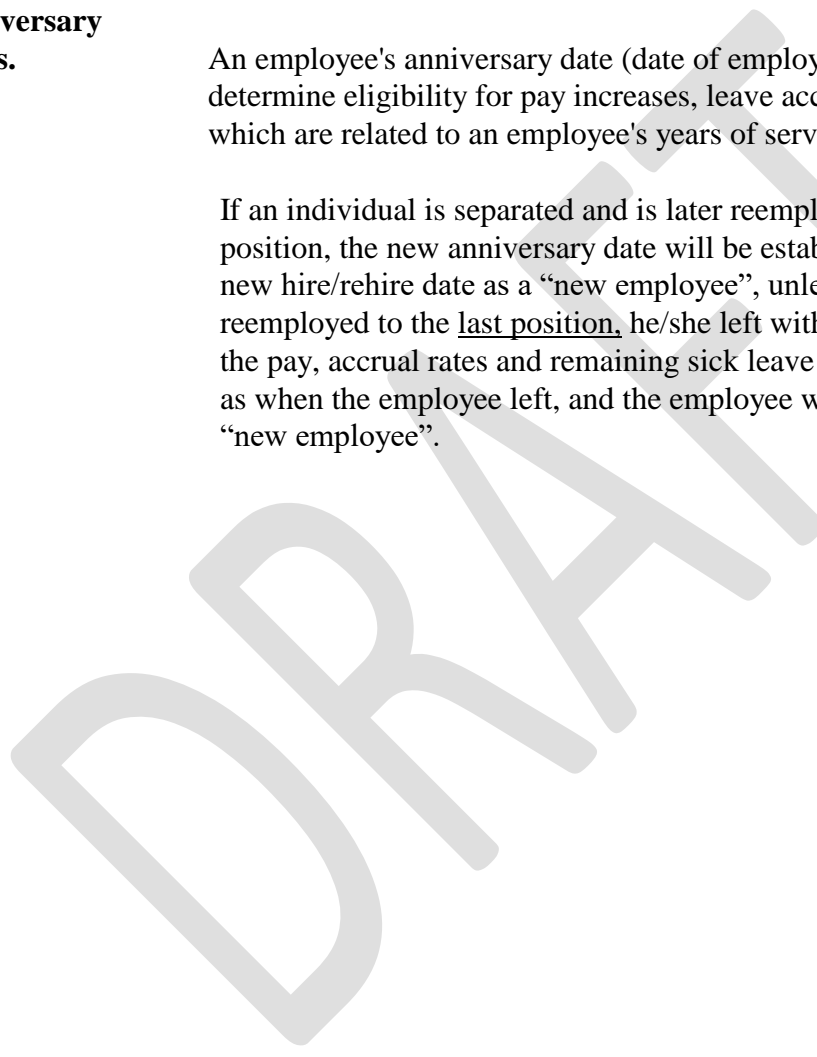
- a) A temporary vacancy or absence must exist within the department due to the absence of a regular full-time employee.
- b) As determined by the Department Head, a temporary out-of-class appointment must be necessary for the efficient operation of the department (NOTE: If an employee's regular position requires serving on the behalf of their immediate manager, such as an Assistant Director to a Department Head for example, that employee may not typically be considered to be working out of classification, since it would be part of his/her regular job requirements, unless it is for an extended period of time);
- c) The Department Head has the discretion to designate which employee, if any, shall be assigned and for what duration an employee may serve.
- d) An employee will not be eligible for additional compensation under this policy until the beginning of the following pay period after the temporary assignment AND all required paperwork has been submitted to Human Resources. The employee temporarily assigned to a higher classification, shall receive compensation equal to the grade established for the temporary classification. Upon completion of the temporary assignment, the employee's pay will revert to his/her regular pay at the beginning of a new pay period. Department Heads must submit a Classification Change Request Form for each change (to Acting, and to return to regular position) prior to the beginning of the pay period.

If an employee temporarily works in a position with a lower grade, the employee's pay rate will not change.

**Anniversary
Dates.**

An employee's anniversary date (date of employment/hire) will be used to determine eligibility for pay increases, leave accruals, and other areas, which are related to an employee's years of service.

If an individual is separated and is later reemployed to a regular full-time position, the new anniversary date will be established as the employee's new hire/rehire date as a "new employee", unless the employee is reemployed to the last position, he/she left within 30 days. In that case, the pay, accrual rates and remaining sick leave balance would be the same as when the employee left, and the employee would not be considered a "new employee".



12.1.2 CLASSIFIED SWORN OFFICERS PAY PLAN GUIDELINES

The Sworn Officers Pay Plan of the City of Madison, as adopted by City Council, includes grades and steps of established wages or annual salary for all Sworn Officer positions except unclassified employees.

**Grades,
Purpose.**

The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a seven percent (7%) differential between each grade

**Steps,
Purpose.**

The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, provides for a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Patrol
Officer
Employees.**

New Patrol Officer employees will generally be hired at the pay or salary at the first step for the grade.

If a terminated employee is re-employed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

New employees with three (3) or more years of continuous full-time Alabama Peace Officers' Standards and Training Commission (APOSTC) certified law enforcement employment shall be hired above the minimum rate. New employees from another state must have three (3) or more years of continuous full-time certified law enforcement employment with a current Peace Officers Standards and Training certificate from another state to be hired above the minimum rate, as long as they meet the following criteria: 1) their certification must be in good standing 2) they must comply with APOSTC Administrative Code; and 3) they must have had less than two (2) years break in serve at the time of hire with the City.

Full Years of APOSTC Certified Experience Hiring Step

3 Years, But Less Than 5	1 Additional Step
5 Years, But Less Than 7	2 Additional Steps
More than 7 Years	3 Additional Steps

Other Sworn

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APOST Officers

Other new APOST certified employees (other than Patrol Officers) will generally be hired at the pay or salary designated as Step 1 for the grade of

the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, other new sworn employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

Performance Increase Procedures.

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all required performance documentation. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

Merit Increases.

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

Promoted Employees.

The pay for promoted sworn officers with the ranks of Police Recruit, Police Officer I, Police Officer II, and Master Police Officer will be

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increased based on the guidance of department, as established in their internal policies. Promotions of Sergeants and above will maintain their same step and move into the newly assigned pay grade.

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12.1.3 CERTIFIED FIREFIGHTER PAY PLAN GUIDELINES

The adopted Certified Firefighter Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all Certified Firefighter positions except unclassified employees.

**Grades,
Purpose.**

The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan.

**Steps,
Purpose.**

The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Firefighter
Level Employees.**

New Firefighter Level employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

New employees with continuous paid professional firefighter experience, current professional firefighter level I/II certification by the Alabama State Personnel and Standards Commission, and national registry EMT certification may be hired at above the minimum rate, as follows:

<u>Full Years of Professional Certified Firefighter Experience</u>	<u>Hiring Step</u>
3 Years, But Less Than 5	Step 2
5 Years, But Less Than 7	Step 3
More than 7 Years	Step 4

**Other New
Employees**

Other new certified employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, other new certified employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted

amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted am

for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

Performance Increase Procedures.

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee’s anniversary date, provided that the Human Resources Department receives all required performance documentation. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

Merit Increases.

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

Promoted Employees.

The pay for promoted certified firefighters will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

12.1.4 GENERAL CLASSIFIED EMPLOYEES PAY PLAN GUIDELINES

The adopted General Classified Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all City positions except unclassified employees, Classified Sworn Officers and Certified Firefighters. The pay of each employee to whom the Pay Plan is applicable is established in accordance with the appropriate grade and step in the Plan.

**Grades,
Purpose.**

The grades of the Pay Plan will be used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a seven percent (7%) differential between each grade.

**Steps,
Purpose.**

The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Employees.

New employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is re-employed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, new employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance
Increase
Procedures**

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all required performance documentation.

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Performance increases are not automatic; they also require a determination (using an objective, behaviorally based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees may be evaluated on their anniversary date.

**Merit
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted
Employees.**

For promotions of one pay grade, the pay for the promoted employee will receive a seven (7) percent increase, moving that employee into their same step within the next pay grade. Employees receiving promotions of more than one pay grade, their promotion will result in a pay increase of a minimum of seven (7) percent but no more than (16) percent. Employees receiving promotions of more than one pay grade where the promotion will result in a pay increase of more than 16 percent will be placed at the step closest to the 16 percent but not over, of the new grade of the position to which they are promoted. If an employee requires more than a sixteen (16) percent increase to fall within the pay grade, assigned to the new position, the employee may begin at step one (1) of the assigned pay grade.

12.1.5 POSITIONS PAY PLAN GUIDELINES FOR DEPARTMENT HEADS AND APPOINTED AIDES

The Department Head Pay Plan of the City of Madison includes annual salary for unclassified Department Head level employees.

Salary Ranges. The City Council establishes the salary ranges for each of the positions in the unclassified service in the City of Madison.

Modification of Salary Ranges. The salary ranges may be modified at any time by majority vote of the City Council.

Salary at the Time of Employment or Appointment. The salary of an unclassified Department Head employee at the time of employment or appointment will be determined based on the employee’s qualification, background, experience and other applicable consideration.

Salary Adjustments. Performance increase of 0% to 9% for Department Heads and Aides may be considered, depending on individual performance, critical skills and budget availability. Any increases must be approved by the Human Resources Committee.

With respect to cost-of-living (COLA) increases, if budgeted, unclassified Department Head and Aide employees shall be given the same percentage increases as that given through an across-the-board increase to the Pay Plan of classified employees.

Whenever City Council approves a COLA (cost of living adjustment) for all employees and/or merit raises for unclassified employees, the end of each salary range shall be increased by the percentage of the approved COLA and/or the merit raise of each position.

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Rates of pay for temporary service employees will be based upon the City classification and pay plans if an employee is hired for a job that is assigned to the City classification plan. For administrative purposes, Temporary Crossing Guards will be paid the same as Grade 101 on the classification plan, and the Temporary Head Crossing Guard will be paid the same as Grade 103 on the classification plan.

First-time temporary employees will be hired at Step 1. Returning temporary/seasonal employees *may* be *hired* at Step 1, Step 2 (for the second year), Step 3 (for the third year), Step 4 (for fourth year), or Step 5 (for fifth year or higher) depending on performance experience, qualifications and budget availability, at the discretion of the Department Head. Pay rates for other temporary or seasonal positions that are not assigned to the City classification plan will be approved by City Council. Temporary employees will not be entitled to any longevity, performance or merit increases, or benefits.

12.2 PAY ADMINISTRATION

Pay Period and Payment.

The City has established a biweekly pay period for all employees. Pay earned during the pay period will normally be paid to the employee on the Thursday following the end of the pay period, or the following business day when City Hall is open, if it is closed on the Thursday. If there is a delay due to unforeseen circumstances, the City will use good faith efforts to comply with pay law requirements and guidelines. If any employee feels there was an error on their payment, the employee shall:

- (1) Notify Human Resources in the event the payment is less than expected, so it can be evaluated and resolved.
- (2) Notify Payroll if the payment was higher than expected. For any overpayment, the employee may be required to reimburse the City as soon as possible.

Employee Time Sheets and Records.

All time that an employee works shall be accounted for on the employee's time sheet and the department's time and attendance report. Those records required by the FLSA for hours worked, wages earned and paid, and compensatory time earned and taken will be maintained by the Finance Department. Time sheets for each employee are due to the Finance Department each Monday by noon following the pay period, which ended the previous Sunday. When the Monday timecards would normally be due falls on a holiday or City Hall is closed, timecards will be due the previous Friday by noon.

Failure to complete a time sheet or submit it on time may result in a delay in pay until the following pay period. As managed by the Department Head, employees will sign their own time sheets and accurately account for all hours worked and all hours taken as leave time or other absences. Employees must ensure that all time worked during and after regular work hours are included on their time sheet.

Falsification of any timecard or report will result in disciplinary action, up to and including termination.

Overtime and Compensatory Rates.

All employees (including temporary employees) who are designated as non-exempt from the overtime provisions of the FLSA are entitled to overtime pay, consistent with the requirements of the FLSA and City policy.

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All employees assigned to 40-hour work schedules will be paid overtime (or compensatory time) for hours worked over 40 hours. Consistent with Section 7(k) of the FLSA, Patrol Officers assigned to 12-hour Patrol shifts and shift Firefighters will be paid overtime on a “work period” basis. Officers assigned to Patrol work period will be paid overtime after 80 hours work in a 14-day work period, which shall line up with the 14-day pay periods. Twenty-four (24) hour shift firefighters shall be paid overtime after 106 hours per pay period.

Regular, full-time, non-exempt employees may be given compensatory time accruals in lieu of overtime (up to 240 hours maximum). Only the time that employees actually work (excluding paid leave time) will be used to determine entitlement to overtime or compensatory time during the workweek as specified by the FLSA.

Overtime pay will be computed at one and one-half of the employee’s regular rate of pay (or adjusted rate of pay as defined by FLSA) for overtime work. Compensatory time off will be computed at one and one-half hour for each hour of work that meets the requirements of the City.

Approval for Overtime and Compensatory Time Worked.

Any work that exceeds a non-exempt employee's normally scheduled workday or shift **must** be approved by the Department Head prior to the work being accomplished. If any employee (except Fire Department shift personnel) is allowed to work overtime and/or compensatory time of greater than 20 hours total in one work week, written justification by the Department Head may be required by the Mayor (with the exception of an emergency event involving essential personnel). If Fire Department shift personnel are allowed to work overtime of greater than 36 hours in one work week, not including the mandatory overtime in a regularly scheduled 72-hour workweek, written justification by the Fire Chief may be required by the Mayor. All overtime and compensatory time worked must be accurately recorded on the employee’s timecard.

Compensatory Time Off.

An employee must be permitted to use accrued compensatory time on a date requested unless doing so would “unduly disrupt” operations (per FLSA) and the Department Head must approve the schedule for use of compensatory time off. An eligible employee electing to take compensatory time off must take the compensatory time earned within ninety (90) days after the end of the pay period in which it was earned. At

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the end of this (90) day period, if the employee has not taken compensatory time off, the employee will be paid at their current rate of pay for those hours accrued. When a non-exempt employee who has accrued compensatory time off is separated from the City, he/she will be given either time off prior to the separation or pay (on the pay period following final regular paycheck) at the employee’s current pay rate for the accrued compensatory time that has been properly documented through time and attendance reports.

**Paramedic
Differential Pay.**

When funding is made available, a paramedic incentive differential of \$200 per pay period may be paid to specific eligible fire personnel unless they are in No-Pay Status (rate to be effective the pay period after Council adoption of policy change). Specific personnel included for the incentive are 24/48 shift personnel, Day Captains, Day Investigators (Drivers), Day Battalion Chiefs and Deputy Fire Chiefs. In order to be eligible for incentive pay, paramedics must hold a current Alabama Paramedic license and be credentialed to practice at the paramedic level. The decision to continue or discontinue the incentive pay for the City is a decision, which rests solely with the City of Madison, and incentive pay may be cancelled at any time.

The Fire Chief is responsible for providing documentation of certification to the Human Resources Department. Pay changes will be made effective the following pay period after all required documentation is received in the Human Resources Department.

**Fire Officer
Administrative
Differential.**

When funding is made available, Fire Officers (Captain or Battalion Chief), Drivers, **and Firefighters** assigned to the **Day Shift positions** assigned to a 40-hour a weekday-shift schedule may be paid a 9.25% differential from their established base pay plan hourly rate. The purpose of the differential is to bring applicable employees’ pay closer to comparable regularly scheduled pay for 24-hour employees in the same classification. The decision to continue or discontinue the differential pay for any position is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

**Police Shift Pay
Differential.**

When funding is made available, differentials of 2.5% for second shift and 5% for third shift may be paid to non-exempt Dispatchers and Records Clerks assigned to work shifts other than daytime shifts. A differential of 5% may be paid to non-exempt Police Officers assigned to 12-hour night

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shift. This differential is applied to the established base rate of each eligible position. This differential shall apply to employees working an extended shift during their regular workweek. Assignment to a shift other than the employee's regularly scheduled shift does entitle the employee to receive shift differential pay for the actual shifts worked. For example, assuming a Dispatcher normally works the afternoon shift five (5) days a week, and, if the Dispatcher works an extra day on the midnight shift, the extra eight (8) hour shift would be calculated at the differential rate for the midnight shift.

Any differential paid shall be applied consistently for each employee assigned to the same activity or responsibility. The differential will be paid only for actual hours worked and will not apply to payment of paid leave.

**Sworn Police Officer
Specialized Unit
Assignment
Pay Differentials**

When funding is made available, the following differentials may be paid to Certified Patrol Officers; however, the SWAT Team differential may also apply to Sworn Officers up to and including the rank of Sergeant when meeting the criteria. While Officers may perform in multiple specialized units, they will receive only one (1) of the following differentials from their established base pay plan rate. However, the Police Shift Pay Differential (section above) would also apply for eligible personnel.

The differentials will only be paid for actual hours worked while assigned to the specialized unit, and will not apply to payment of paid leave or nonpaid leave. The Police Chief is responsible for assigning personnel to the specialized areas and for approving such differential on the officer's timecard based on the above criteria. The decision to continue or discontinue the differential pay for the City is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

Police Field Training Officer (FTO) / Communications Training Officer (CTO) Differential -- A five percent (5%) differential from the established base pay plan rate may be paid to Patrol Officers **or Public Safety Dispatcher** assigned to perform the duties of a Field Training Officer (FTO) **or Communications Training Officer (CTO)**. **Due to the nature of the assignment, CTOs will only receive differential pay while training dispatchers.** Only **officers or dispatchers who** are actively assigned to the roster of FTOs/CTOs, and who are currently certified as an FTO/CTO through an established training curriculum approved by the

Police Chief may receive the differential. FTOs/**CTOs** take on these duties in addition to their duties. They are responsible for training, indoctrination, coaching and evaluation of probationary Patrol Officers **or Dispatchers**. FTOs ride in a patrol vehicle with, and directly supervise, trainee officers to ensure they are trained and equipped properly prior to the trainee being released for solo duty.

Special Weapons and Tactics Team (SWAT) Differential -- A five percent (5%) differential from the established base pay plan rate may be paid to sworn officers up to and including the rank of Sergeant, who are assigned to the SWAT team. Only those officers who have successfully completed the SWAT probationary period under department policy and are currently certified as a SWAT operator through an established training curriculum as approved by the Police Chief may receive the differential. The SWAT team uses specialized equipment and tactics to handle high risk search and arrest warrants, hostage rescue, dangerous fugitive apprehension, dignitary protection, or other high-risk incidents. SWAT team members take on these duties in addition to their normally assigned duties. SWAT team members are expected to maintain an increased level of training and availability.

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**On-Call Duty
and Pay.**

On any day when a non-exempt employee is not otherwise scheduled to work and is required to perform on-call duty that involves maintaining contact with a City representative (or activity) and responding to a request to report to duty within a specified time (normally forty-five (45) minutes), the employee will be entitled to on-call pay (totaling \$20.00 for each day when the employee performs on-call duty but is NOT called out to work). Employees requested to be on call during their regularly scheduled workday will not be entitled to on-call pay.

Exempt employees will not be entitled to on-call pay. Employees who are called out to work during their on-call period will not be paid for on-call duty but will be paid according to the call-out duty and pay Section of these policies.

**On-Call Duty
Authorization.**

Department Heads will authorize the numbers and types of employees required to perform on-call duty with input from the Mayor. The designation of the employees who are to perform on-call duty and to receive on-call pay, along with the requirements for performing such duty, will be made by the appropriate Department Head in accordance with the department's rules and regulations.

**Call-Out Duty
and Pay.**

In the event of an emergency, a City employee is expected to respond to a request to work from a supervisor even when not in an on-call status. Exempt employees will not be paid for additional hours worked. Non-exempt employees who are called to work (call-out status) will be paid during the call-out in accordance with the following guidelines:

- (a) If the length of time the employee works in a twenty-four (24)-hour period is less than two (2) hours, the employee will be paid for two (2) hours at the employee's regular rate of pay unless the time qualifies as overtime under FLSA.
- (b) If the length of time the employee works in a twenty-four (24)-hour period is more than two (2) hours, the employee will be paid for all hours worked at the employee's regular rate of pay unless the time qualifies as overtime under FLSA.
- (c) If the employee is called-out prior to the starting time of the regularly scheduled workday and continues working through the employee's starting time, the employee will be paid for all time worked and will not receive call-out pay.

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- (d) If the employee continues working through the normally scheduled quitting time, the employee will be paid for all time worked and will not receive call-out pay.
- (e) There will be no compensation for travel to and from home and the initial worksite or facility, but employees who do not have a City vehicle may apply for mileage reimbursement.
- (f) On-call employees who are called-out to work in any twenty-four (24)-hour period and receive call-out pay will not be paid the on-call pay provided in the On-Call Duty Section above for that period.
- (g) If an employee is required to return to work more than once in a 24-hour period, the employee will be paid **ONLY** for **ACTUAL TIME WORKED** on subsequent calls.

POLICY: COMPENSATION AND BENEFITS

Policy Section No. 12

Date Issued September 9, 2002

Last Revision: February 10, 2025

12.3 BENEFITS

Benefits are provided to each eligible employee as a part of the employee's total compensation. Such benefits may be provided in accordance with the specific criteria established for each benefit. Specific details concerning an employee benefit may be obtained from the Human Resources Office.

Group Insurance. The City of Madison provides an employee group insurance program for eligible full-time regular employees. The group insurance program includes life and health insurance as approved by the City Council. All group insurance programs are subject to change, and employees should refer to the most current Provider Plan Booklets and/or contact Customer Service of the Provider for the latest updated information. **No Human Resources employee or other employee or agent of the City of Madison can guarantee coverage or provisions without written approval from the Insurance provider.**

Group Insurance Changes.

Each year there will be a defined open enrollment period when employees may make changes to their group insurance coverage, consistent with the provider's requirements. All changes must be made according to the provider contracts and ONLY during the open enrollment period unless the employee experiences a qualifying event (which would include rare circumstances, such as marriage, birth of a child, or the cancellation of a spouse's insurance coverage, etc.). For any qualifying event changes, the employee's request must be made within 30 days of the date of the qualifying event in writing, using the proper form, along with all required acceptable documentation.

Documentation Requirements.

Due to Affordable Care Act 1095 legal reporting requirements, employees must provide a copy of the social security card for each dependent on their medical insurance at the time of enrollment. Per the provider's rules, employees must also provide a marriage certificate to add a spouse, and a birth certificate for all dependents at the time of enrollment.

Employees must use each insurance provider's forms and must provide all other documentation required by the Benefit providers, and must comply with each plan's requirements within the specified time limits.

POLICY: COMPENSATION AND BENEFITS

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Deadline**Warnings.**

The Provider is very strict with required documentation and due dates. Notifications are typically directly mailed to the employee's home address and not to Human Resources.

According to Local Gov for Local Government Health Insurance Program, it is up to the employee to provide timely required information.

IF Local Gov has requested information from the employee regarding their benefits, Local Gov will give a specified number of days to respond, otherwise benefits may be denied for that benefit year.

For specific rules & timing requirements of adding dependents, please review the Health Benefit Plan Handbook. These are managed by Local Gov and the city cannot change or modify Local Gov's requirements.

**Dependents (And Divorce).
judgement**

Ex-spouses are NOT eligible for Local Gov coverage regardless of or divorce decree. If an employee fails to immediately remove an ex-spouse and/or ex-stepchildren from their insurance plan, the employee will be responsible for ANY & ALL claims processed and paid by Local Gov. Local Gov requires submission of proper court documentation (as soon as available) to HR and a Local Gov Dependent Cancellation Form immediately after a divorce is final. Note: Employees are expected to review Summary Plan Booklet for a list of eligible and ineligible dependents and all requirements.

Optional Insurance.

The City of Madison offers optional cafeteria-type insurance programs (such as AFLAC, Nationwide Deferred Compensation, etc.) to employees for the convenience of payroll deduction. If an employee has insufficient payroll funds, NO deductions can be made, and it will be up to the employee to reactivate their account with AFLAC if/when they return to sufficient pay status. The City does not negotiate the rates for these programs, and the employee is responsible for his/her policy contracts and timely review of any associated deductions on paystub. The City may discontinue the payroll deduction and payment programs for these companies prior to the beginning of any fiscal year. Any questions regarding these policies should be addressed to the individual insurance company agents.

Employee Assistance Program.

To demonstrate its concern for the well being of its employees, the City provides an employee assistance program. This service is available to regular full-time employees at no cost, contingent on budget availability. Employees who have a problem they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis when needed by contacting BHS(Behavioral Health Services). An individual's participation in the program should remain confidential (unless other legal issues prevail or employee consent) and will not be made part of his/her personnel file.

Workers' Compensation.

The City of Madison provides insurance coverage in accordance with state law for any injury an eligible employee may sustain on the job. Benefits and eligibility shall be determined in accordance with criteria specified by state law. Employees, supervisors and Department Heads are expected to follow the protocol established in the City of Madison Safety Manual, Section for Workers' Compensation Requirements. Failure to follow the protocol may jeopardize an employee's benefits.

12.3.1 TUITION REFUND PROGRAM

The purpose of the Tuition Refund Program is to encourage and assist employees in improving their knowledge or skills in present positions or in developing their qualifications for future positions with the City.

Eligibility. All regular full-time, non-probationary City employees who take a pre-approved course of study during off-hours. All regular employees must have completed their probationary period before the beginning of the term to be considered eligible to submit an Application Form.

Approved Institutions. Accredited universities, colleges, public vocational schools, or recognized correspondence schools. Courses presented by specialized schools will receive consideration at the time of application.

Course Criteria. Courses must be scheduled outside of working hours and should not interfere in any way with the employee’s work performance (with the exception of Shift Firefighter personnel who must coordinate their schedules through Fire Department management and department policies).

Courses must meet one of the following criteria:

- 1) the course is directly related to some phase of the employee’s present position; or
- 2) the course qualifies for credit toward an undergraduate or advanced degree, which would enhance the employee’s chance for advancement to another position with the City.

The Tuition Refund program is not intended to support training required by individual departments. Department required training shall be budgeted within the department’s training budget.

Courses toward the Emergency Medical Paramedic Certificate, and the Examination for Paramedics, for certified firefighters are also considered department required training, and may be funded by the department, if budgeted. However, once an employee has successfully completed this certification or examination, additional courses for a related degree would be considered part of the tuition program.

POLICY: COMPENSATION AND BENEFITS

Policy Section No. 12

Date Issued September 9, 2002

Last Revision: February 10, 2025

No more than a total of 134 semester/201 quarter hours of undergraduate study and 52 semester/78 quarter hours of graduate study will be approved for reimbursement under the Tuition Refund Program for each employee. No employee will be reimbursed more than \$1,500 per school term and no more than \$3,800 per year. (Annual limit will be effective October 2014.)

Application and Approval.

In order to participate in the Tuition Refund Program, the employee should, prior to enrollment, submit a Tuition Refund Program Application form to his/her immediate supervisor (and the Degree Approval Form if the coursework is part of a degree program). Employees must also supply all documentation required by the Human Resources and/or Finance Department to administer the program. The application is then subject to joint approval by the Department Head and the Director of Human Resources. If any changes are made to approved applications, the Human Resources Office should be notified within five (5) working days.

Employee Reimbursement.

The program provides for 100% reimbursement of the tuition only, with the maximum reimbursement being determined by the current cost of tuition for the "Resident" rate at the University of Alabama in Huntsville (UAH) and reimbursement cannot exceed \$1,500 per term per employee and cannot exceed \$3,800 per year per employee (effective October 2014).

The following documentation must be submitted within 30 days of completion of the course for authorization of reimbursement:

- 1) A statement from the school showing that the employee, while still employed with the City, successfully completed the course with a grade C or better for undergraduate courses, and a grade B or better for graduate or advanced courses.
- 2) Copies of the actual paid receipts/statements from the university and document(s) showing that the employee actually paid the full tuition amount on their own (i.e., credit card statements, debit card statements, cancelled checks and/or detailed statement from the school).

Reimbursement will not be made for a course funded by any other source. Reimbursement will be contingent upon budget availability for this purpose. Determinations of budget availability are at the sole discretion of the City of Madison.

POLICY: COMPENSATION AND BENEFITS

Policy Section No. 12

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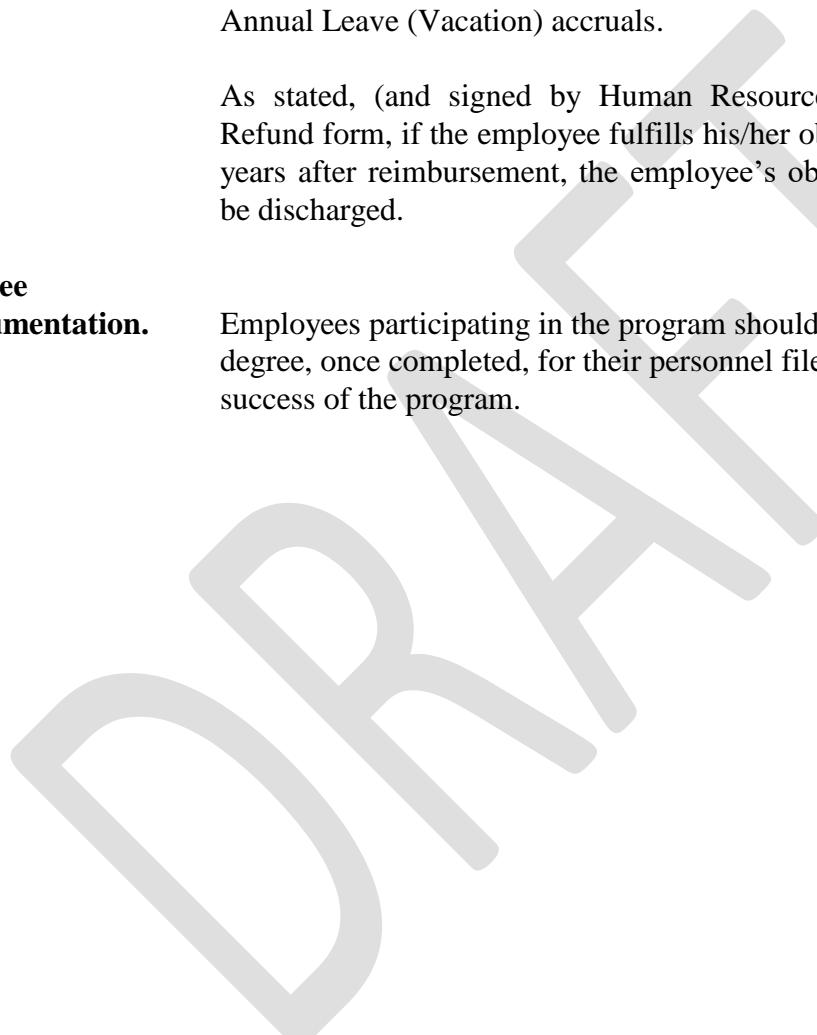
Terms of Reimbursement.

At the time of reimbursement, the employee will be required to sign an agreement and a promissory note with a due date of two years from the reimbursement. If the employee terminates employment with the City within two years of the date of reimbursement, he/she will be responsible for repaying the City for any payment received for tuition at the time of separation; and any balance due may be deducted from the employee's Annual Leave (Vacation) accruals.

As stated, (and signed by Human Resources official) on the Tuition Refund form, if the employee fulfills his/her obligation of working for two years after reimbursement, the employee's obligation under the note will be discharged.

Degree Documentation.

Employees participating in the program should submit a copy of their degree, once completed, for their personnel file and to help track the success of the program.



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Last Revision: February 10, 2025

12.3.2 RETIREMENT BENEFITS**Retirement Systems
of Alabama.**

All requirements of plan members and benefit terms (including all statements in this section) are established by and may be amended by the Employees' Retirement System of Alabama (RSA) at any time.

All regular full-time and part-time employees who work, or may work, a minimum of 20-hours per week (part-time effective January 5, 2004) are required to participate in the Employees' Retirement System of Alabama (RSA). Once enrolled, the member (employee) must continue participation until employment is terminated. Rates are currently based on the Retirement System of Alabama (RSA) service date and are subject to change, based on state law provisions. Once a Police Officer or Firefighter obtains certification, they must ensure proper forms and paperwork are submitted to Human Resources to change the percentage in the payroll system. The member contributions are only refundable at the request of the member upon termination of employment and application for refund contingent on RSA requirements and conditions.

Retirement paperwork required by RSA must be completed by the employee and submitted to Human Resources 45 days prior to the due date to RSA to prevent delays in benefits (since most paperwork requires manual coordination between Human Resources and Payroll Departments).

For all RSA benefits, employees should not rely solely upon the RSA handbook or information from the City but should contact RSA directly with questions about their benefits and retirement. It is the employees' responsibility to monitor their benefit statements from RSA. RSA Service time may not equal service time with the City. Any time an employee is on no-pay status, contributions are not made to RSA.

**Retiree
Major Medical
Insurance.**

All eligible retirees have the option of participating in, or declining, the City’s group medical insurance plan and must complete the participation or decline form within 40 days before the anticipated retirement date.

Retirees of the City of Madison, who are eligible to receive benefits from the Employees’ Retirement System of Alabama (RSA) may be eligible to participate in the City’s group major medical insurance plan (“the group plan”), provided the conditions below are met. Failure to meet these conditions may result in termination of benefit.

1. Employee meets the service and age requirements to retire with Retirement Systems of Alabama (RSA) and meets the following service requirements with the City.

Years of Service to City of Madison	RSA Age
10 Years or more	60
25 Years or more	Any Age

2. **The employee must have at least ten (10) years of credible coverage in Local Gov, OR if the City has been a member less than 10 years, the employee must have been enrolled in Local Gov continuously from the date the City joined Local Gov.**
3. The employee must already be enrolled in the group plan as an employee immediately before separation from City employment.
4. The retiree must pay the entire cost of retiree insurance, without any subsidy or participation by the City (unless they meet “City Subsidized Health Insurance” criteria in the following section.) Premium payments are due on the first day of the month following separation from City employment and the first day of each month thereafter. The failure of any retiree to pay his or her applicable insurance premiums in a timely manner may result in termination of any and all insurance benefits under this policy.
5. The City may assess a fee to defray the cost of administration or other fees at any time.
6. The City of Madison has the sole right and discretion to change or modify the insurance at any time.
7. The retiree will cease to be eligible to participate in the City’s group plan upon becoming eligible for Medicare.

POLICY: COMPENSATION AND BENEFITS

Policy Section No. 12

Date Issued September 9, 2002

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8. Once the benefit has been terminated for any reason, it shall NOT be reinstated.
9. Employee must complete an agreement form and must complete an annual form (when requested).
10. Member must meet all other Local Gov and City requirements to remain eligible.
11. Upon retirement, if an employee is enrolled in a Southland Benefit (Dental or Vision), they will be required to fulfill their 12-month contract agreement with Southland.

**City Subsidized
Retiree Health
Insurance.**

The City of Madison shall pay for one-half of the major medical health insurance premiums for any RSA employee who, at the date of retirement with RSA and the City, is at least sixty (60) years of age with at least twenty-five (25) years of service to the City, to maintain available city group major medical health insurance coverage for individual coverage for the employee only until such time as the retiree is eligible for Medicare coverage; provided that the retiree timely applies for the coverage and pays the remaining one-half of the premium necessary to maintain said coverage and meets ALL other requirements by the provider (Local Gov). This is not intended to be a contract, and the City reserves the right to change this benefit or the City's contribution at any time at the City's discretion. To receive this benefit, a retiring employee shall make written request to the Department of Human Resources and shall sign an acknowledgement form 45 days prior to retirement.

The benefit shall terminate upon the retiree's obtaining subsequent employment if health insurance coverage is available as a benefit of that job. The retiree must provide evidence of benefits provided by the retiree's employer and must comply with all other requirements under "Major Medical Insurance" section. Once the benefit has been terminated by reason of subsequent employment or any other reason, it will NOT be reinstated.

12.4 SAFETY PROGRAM

Safety is the responsibility of every employee of the City of Madison. It is the policy of the City of Madison to strive to provide employees with a working environment free of recognized hazards that could potentially cause occupational injury or illness. A Safety Program is provided and designed to safeguard employees and to minimize the frequency and severity of accidents.

Safety Committee. The general purpose of the Safety Committee is to promote the overall safety of City employees and City property. The Director of the Safety Committee will be the Human Resources Director or designee; and the Director of the Safety Accident Review Committee (Safety Subcommittee) shall be the Safety Manager for the City or a Human Resources Coordinator. Safety Committee members shall be appointed as described in the City of Madison Employee Safety Manual.

Employee Safety Manual. The City of Madison Employee Safety Committee maintains the Employee Safety Manual, which is presented to City Council for approval of changes.

Safety Fund. When the City of Madison receives a refund or a reinstatement credit from the Municipal Workers Compensation Fund due to the City’s workers compensation experience, the City shall make up to 50% of the refund available for the purchase of work safety equipment, devices, materials, education and training to enhance workplace safety for City employees.

Specific purchases fitting the above criteria will be determined by the Safety Committee, based on a majority of the vote of the Safety Committee. Any remaining portion of said refund not allocated for the above purpose may be placed in the General Fund of the City of Madison.

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

Last Revision: February 10, 2025

Safety Incentive.

The City of Madison maintains a safety incentive program to be granted to employees of the City determined by the Safety Committee to exhibit exemplary work safety practices and records for the previous fiscal year. An employee shall be determined to have exhibited exemplary work safety practices and be qualified for such incentive if:

- 1) a) the employee has had no workplace injuries, nor workplace accidents, (during the fiscal year or filed during the fiscal year), including vehicular accidents in which there may or may not have been an injury, OR
b) the employee did have such an accident but was able to demonstrate to the Safety Committee that the employee was not at fault, and the accident was not preventable (If fault and prevention are unclear, the employee can still be denied the incentive.); AND
- 2) the employee signed the City of Madison Employee Safety Manual Agreement and has followed the Safety Rules in the manual, and has not performed any unsafe acts; AND
- 3) the employee is currently active at the time the incentive is granted and was employed by the City as a regular (non temporary) employee for the complete fiscal year.

Employees determined to be qualified to receive such incentive may receive four (4) hours of Administrative Leave per year to be managed by the Department Head. Employees shall take the Administrative Leave within one (1) year of notice from Human Resources. All four (4) hours shall be taken in one (1) day for each employee. If the employee is terminated before taking the leave or before the leave was granted, all leave will be forfeited. Any leave not taken within the time requirements will also be forfeited.

ORDINANCE NO. 2025-065

AN ORDINANCE TO AMEND SECTION 3, "SERVICE CATEGORIES AND PROBATIONARY PERIOD," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 3, "Service Categories and Probationary Period" in July of 2014 and;

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Section 3, "Service Categories and Probationary Period," in the manner set forth in the attached documents.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama as follows:

SECTION 1. That the current Section 3 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 3" and attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 3 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective upon adoption.

READ, PASSED, and ADOPTED this ____ day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

SECTION 3 – SERVICE CATEGORIES AND PROBATIONARY PERIOD

Section	Topic and Subsections	Subtopic	Pages
3.1	Service Categories	<ul style="list-style-type: none"> <input type="checkbox"/> Regular Employees <input type="checkbox"/> Probationary <input type="checkbox"/> Temporary Employees <input type="checkbox"/> Temporary Transfer Provisions <input type="checkbox"/> Unclassified Service Employees <input type="checkbox"/> Unclassified Officials <input type="checkbox"/> Classified Service Employees 	<p>2 – 5</p> <p>2</p> <p>2</p> <p>2 - 3</p> <p>4</p> <p>4 - 5</p> <p>5</p> <p>5 - 6</p>
3.2	Probationary Period		6

POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

3.1 SERVICE CATEGORIES

The service category of any employee shall be for the purpose of categorizing the employment in accordance with the anticipated length of employment, working hours, or other employment conditions.

**Regular,
Full Time.**

A regular employee is hired on a full-time regular basis subject to the policies concerning probationary period, and termination for cause. The employee is expected to work the full work week as determined by the Department Head.

**Regular,
Part-Time.**

A regular, part-time employee is hired for an indefinite period of time to work no more than 29 hours per week.

Department Heads must ensure that the number of hours a part-time regular employee works does not exceed 29 hours per week. Part-time service employment will not count as continuous years of service with the City if a part-time employee is later employed in a regular full-time position.

Probationary.

Initially, each individual hired, except exclusions stated below, will be placed in a probationary status for *at least (1) year*. Temporary employees are always considered probationary, due to their short-term employment. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor or City Council, respectively, and could be terminated at any time, with or without cause.

A probationary status employee may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines during the probationary period.

**Temporary
Employees
(Part-time and
Full-time).**

Temporary employees are not eligible for any paid leave, holidays or benefits. Because of their short-term status, temporary employees are always considered probationary. Accordingly, temporary employees may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines.

POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

Temporary service employment will not count as continuous years of service if a temporary service individual is later appointed to regular full-time position.

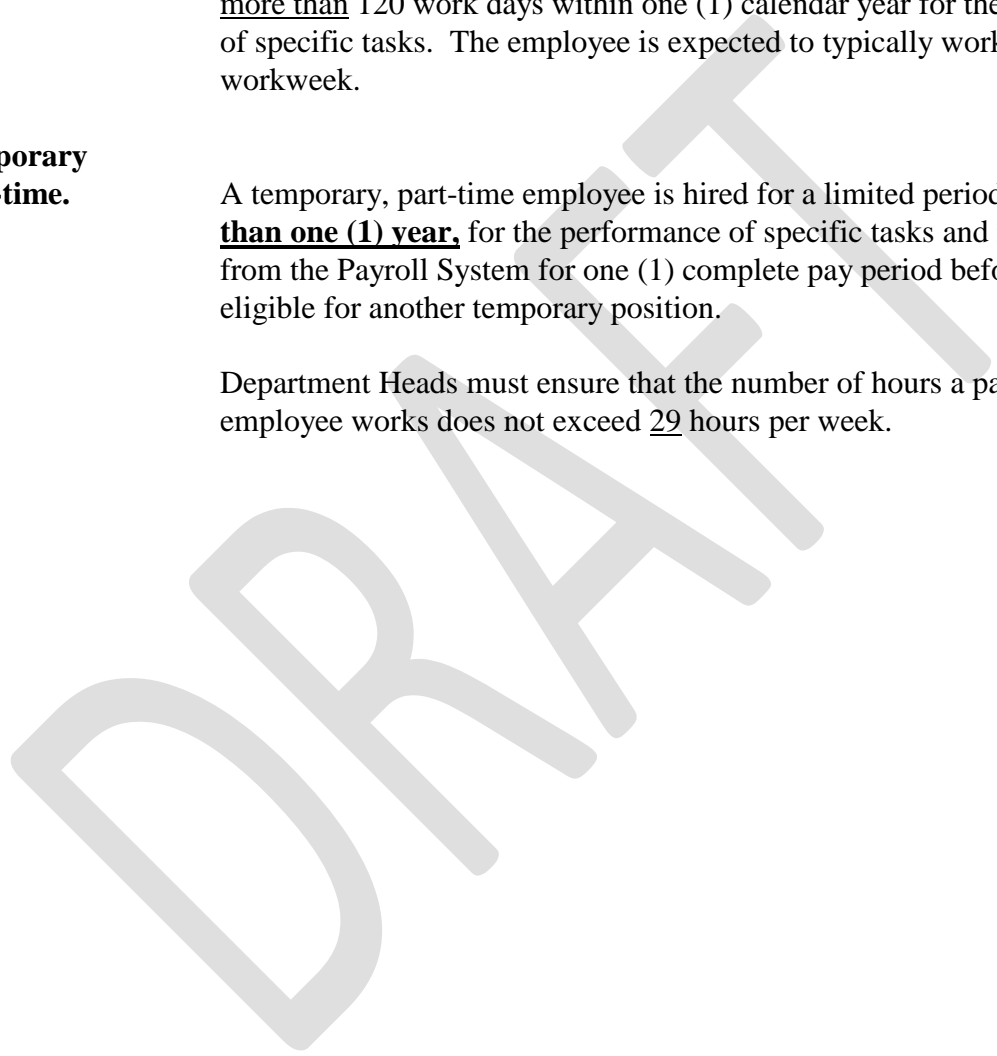
Temporary Full-Time.

A temporary, full-time employee is hired for a limited period of time, no more than 120 work days within one (1) calendar year for the performance of specific tasks. The employee is expected to typically work a full workweek.

Temporary Part-time.

A temporary, part-time employee is hired for a limited period of time, less than one (1) year, for the performance of specific tasks and is terminated from the Payroll System for one (1) complete pay period before being eligible for another temporary position.

Department Heads must ensure that the number of hours a part-time employee works does not exceed 29 hours per week.



POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

Temporary Transfer Provisions.

Temporary service individuals may not be transferred directly to a regular part-time or full-time position. However, they may apply for vacancies for a regular position in the same manner as an external applicant.

Unclassified Service Employee.

The unclassified service will include only those individuals who are approved by the City Council to be assigned to such service. Normally, such assignment will include department heads and Aides to the City Council or Mayor. It is the intent of this section to create a category of service that is to be distinguished from the classified service. The unclassified service includes, but is not limited to, the following positions:

Chief of Police
City Attorney
City Clerk-Treasurer
City Engineer
Council's Aide
Director, Building
<i>Director, Facilities and Grounds</i>
Director, Finance Department
Director, Human Resources
Director, Information Technology
Director, Planning
Director, Public Works Department
Director, Recreation Department
Director, Revenue Department
Fire Chief
Mayor's Aide
Municipal Court Clerk

POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

Full-time, unclassified service employees are eligible to participate in City employee benefits, including group medical insurance and life insurance, Alabama state retirement, paid annual leave and sick leave, and holiday pay. The city personnel system will apply to unclassified service employees the same as classified service employees, except as hereinafter provided.

The City Clerk-Treasurer, Police Chief, and Fire Chief are considered to be officers of the City pursuant to Ala. Code § 11-43-81 and are appointed by the City Council. The City Council will select the City Attorney; and the Mayor is responsible for the appointment of all other unclassified service personnel. The authority to separate those unclassified employees who are designated as officers shall be as specified in Ala. Code § 11-43-81, as it may be amended. Aide to the Mayor position shall serve completely at the pleasure of the Mayor. Aide to the Council position shall serve completely at the pleasure of the Council. Aide to the Mayor and Aide to Council positions may be terminated at any time, with or without cause, without a hearing and without recourse. All other unclassified employees may be separated as provided in these policies and procedures.

Unclassified Officials.

City Council may appoint unclassified officials of the City (including, but not limited to, the Municipal Judge and Associate Judge). Judges are not eligible for any paid leave or holidays or benefits (other than participation in RSA-1). Pay shall be determined by the City Council at the time of appointment. In the event the City Council approves COLA increase(s) for City employees during the term of Judge appointment, the COLA increase shall be applied to the rate of compensation for the Presiding Municipal Judge and Alternate Municipal Judge.

Classified Service.

The classified service includes regular full-time and regular part-time employees not included in the unclassified service of the city.

Full-time regular classified service employees are eligible to participate in all City provided employee benefits, including group medical insurance and life insurance, Alabama state retirement, annual and sick leave, and holiday pay.

Part-time regular classified service employees are not eligible for any paid leave or benefits, with the exception of the following:

- Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly

POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

Date Issued: April 10, 2002

Last Revision: February 10, 2025

scheduled to work (up to 8 hours) unless the employee is scheduled to work at least the same number of hours that they normally work during the holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

- Regular part-time employees must participate in the Alabama state employee retirement system (effective January 5, 2004).

3.2 PROBATIONARY PERIOD

The probationary period is an integral part of the selection procedure, allowing for training, observation and evaluation of an employee's skills, conduct and performance in order to determine fitness for regular status in the position, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose skills, performance, or behaviors do not meet the required standard. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor and City Council, respectively and may be terminated at any time with or without cause. Unclassified officials are also excluded from this provision.

Duration of Probation Period.

Each new employee hired to fill an authorized regular position (with the exception of Aide to Mayor and Aide to Council) shall be required to complete a probationary period for observing the employee's ability to perform the various duties of the position. The probationary period for new employees shall begin immediately *upon hire and continue for up to one (1) year. This probationary period may or may not be extended at the City's discretion due to significant unforeseen and "approved" absences with required documentation. Any concerns requiring an extension of the probationary period shall be documented prior to the employee's one (1) year anniversary. A probationary employee may be reprimanded, suspended, reduced in pay or class, or terminated at any time during the probationary period with no right of review for such action.*

If a probationary employee is terminated, the Department Head must complete a Probationary Dismissal Form and a Termination Record Form.

ORDINANCE NO. 2025-066

AN ORDINANCE TO AMEND SECTION 11, "ATTENDANCE AND LEAVE," OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 11, "Attendance and Leave" in December of 2023 and;

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Section 11, "Attendance and Leave in the manner set forth in the attached documents.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama as follows:

SECTION 1. That the current Section 11 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 11" and attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 11 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective upon adoption.

READ, PASSED, and ADOPTED this ____ day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

POLICY: ATTENDANCE AND LEAVE

Policy Section No. 11

Date Issued: June 24, 2002

Last Revision: February 10, 2025

SECTION 11 – ATTENDANCE AND LEAVE			
Section	Topic and Subsections	Subtopic	Pages
11.1	Work Schedules and Attendance		2 - 5
11.2	Leave and Holidays		6 - 34
	□ 11.2.1	Annual Leave	6 - 8
	□ 11.2.2	Personal Leave	8
	□ 11.2.3	Sick Leave	9 - 12
	□ 11.2.4	Paid Administrative Leave □ Severe Weather □ Bereavement Leave □ Blood Donation Leave □ Voting Leave	12 - 14
	□ 11.2.5	Military Leave	14 - 17
	□ 11.2.6	Family Medical Leave	18 - 25
	□ 11.2.7	Workers' Compensation Leave and Light Duty	26 - 27
	□ 11.2.8	Holidays	28 - 30
	□ 11.2.9	Leave Without Pay Excused	30
	□ 11.2.10	Absence Without Pay Unexcused	30
	□ 11.2.11	No-Pay Status	30
	□ 11.2.12	Benefits While On Leave or No-Pay Status	31
	□ 11.2.13	Donation of Leave	32 - 34

11.1 WORK SCHEDULES AND ATTENDANCE

Hours of Work. City offices and Departments will be open for business as established by the Mayor in coordination with the City Council and Department Heads.

Work Schedule. Each Department Head will establish the actual work schedule for the Department in accordance with the needs of the Department and the City.

Remote Work

Remote work may be available to employees whose jobs can be performed outside of the office, on a temporary, as needed basis only. Approval is subject to Department Head, HR and Mayor approval. Approved employees must ensure a quiet, professional work environment and be accessible to citizens and co-workers during established business hours. The City will provide necessary equipment; but, employees are responsible for the care and security of the equipment. Employees are responsible for their own internet service and must use the City's VPN. Employees may only use City approved tools for communication and collaboration and must conduct regular check-ins with managers. Employees approved for remote work are expected to meet deadlines, attend meetings, and maintain productivity levels. Employees should maintain a safe and ergonomic workplace. Management reserves the right to revoke remote work privileges at any time.

To apply, please see HR for request form. Eligible employees must reapply every three (3) weeks.

Remote work shall not be used in lieu of taking leave for FMLA purposes.

10-Hour and 12-Hour Day Schedules.

Any department or employees assigned to a 10-hour per day schedule and up to 12-hour schedule for Police Officers (or a similar compressed work week) shall either: (1) have their schedule changed to a typical 5-day, 8-hour per day schedule for any week when holidays are assigned in order to manage the 8-hour holiday provisions; OR, (2) continue the compressed schedule in a holiday week and receive 8-hours holiday pay and supplement 2-hours (or supplement 4-hours for Police Officers, or more, if necessary) with any other applicable leave, or take leave without pay excused in order to manage the 8-hour holiday provisions. This requirement and options shall be decided and managed by each applicable Department Head.

Regular Full-Time Workweek.

Normally, the regularly scheduled workweek for regular full-time classified service nonexempt employees will be forty (40) hours. However, in public

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safety jobs, where the Fair Labor Standards Act (FLSA) allows for the establishment of an extended work period, the number of regularly scheduled hours worked in the work period will be established in accordance with the FLSA as required to meet Department and City needs. See Compensation and Benefits, Section 12.

Regular Part-Time Workweek.

The hours part-time service employees and temporary employees work in a workweek will be established by the Department Head. The hours a regular part-time employee works in the workweek cannot be greater than 29 hours. Department Heads must ensure the number of hours a regular part-time employee are allowed to work does not exceed twenty-nine (29) hours per week.

Temporary Employees Workweek.

See Service Categories Section, Policy Section 3.1.

Time Reporting.

For the purpose of reporting regular time, overtime, leave or tardiness, time shall be rounded to the nearest quarter of an hour (except where otherwise specified under specific leave and pay administration policy sections).

Attendance.

Employees shall be at their designated places of work at the beginning of the scheduled work time. If an employee fails to report according to department or city policy, is tardy or absent, leaves the workplace without proper authorization, falsely reports time as actually worked, or misuses leave privileges, such employee is subject to disciplinary action, up to and including termination. Time cards submitted by each employee shall indicate the attendance for the preceding pay period.

Breaks.

Break times (although not legally required except for nursing mothers) will be decided, if applicable, by each Department Head (or their designee). Any breaks for 30 minutes or longer are not considered hours worked as long as the employee is relieved from duty and interruption. With limited exception (as defined by the Department Head or Manager), employees are expected to conduct personal activities during their approved break and lunch times during the workday.

Breaks for Nursing Mothers.

Consistent with the Patient Protection and Affordable Care Act, a work break will be allowed for nursing mothers to express breast milk. This includes: (1) A reasonable break time for nursing mothers for up to one year after children’s birth each time employee has need to express the milk (employees are typically paid for breaks of short duration of less than 30

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minutes); and (2) Provision of a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Employees may consult with their Department or Human Resources if they need this accommodation.

Authorized Leave and Unexcused Absence.

Authorized leave is any absence during regularly scheduled work hours that is approved by the Department Head. Authorized leave may be with or without pay and shall be granted in accordance with these rules on the basis of work requirements.

Scheduled leave may be canceled by the Department Head at any time in the event of emergency situations and/or the necessity for certain manpower requirements (with the exception of Military Leave and most Family Medical Leave. See Policy Sections 11.2.5 and 11.2.6). Should such cancellation of leave occur, the employee shall report to work as directed. Failure to report may result in disciplinary action, up to and including discharge.

Employees must accurately record all leave times on their time card, and must account for all hours that the employee was scheduled to work. Leave codes include (but are not limited to) the following:

Code	Type of Leave / Absence
ADMIN	Paid Administrative Leave Pay Codes: <ul style="list-style-type: none"> • ADMIN – Bereavement • ADMIN – Blood Donations • ADMIN – Jury Duty/Court • ADMIN – Weather • ADMIN -- Performance • ADMIN -- Safety • ADMIN – Voting • ADMIN – Mayor • ADMIN – HR (Policy) • ADMIN - Legal
BH	Banked Holiday Used
BH – FMLA	Banked Holiday Used - FMLA
BH – WC	Banked Holiday Used Within First 3 Days of Workers’ Compensation
COMP	Comp Time Used
COMP - FMLA	Comp Time Used - FMLA
COMP – WC	Comp Time Used – First 3 Days of Workers’ Compensation
FH	Floating Holiday Used
FH – FMLA	Floating Holiday Used - FMLA
FMLA – Unpaid	Family Medical Leave – Unpaid Leave

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HOL	Holiday Pay
LWOP – Excused	Leave Without Pay - Excused
LWOP – Military	Leave Without Pay – Military Leave After Paid Military Time is Exhausted
LWOP – Unexcused	Leave Without Pay - Unexcused
MIL	Military Time Used
ON CALL	On Call Pay
PL	Personal Leave Used
PL - FMLA	Personal Leave Used - FMLA
PL – WC	Personal Leave Used Within First 3 Days of Workers’ Compensation
SICK	Sick Leave Used
SICK – FMLA	Sick Leave Used - FMLA
SICK – WC	Sick Leave Used Within First 3 Days of Workers’ Compensation
VAC	Annual Leave Used
VAC – FMLA	Annual Leave Used - FMLA
VAC – WC	Vacation Used Within First 3 Days of Workers’ Compensation
WORKERS’ COMP	Workers’ Compensation Leave Used (LWOP) Also counts as FMLA - Unpaid

See each policy section requirements for each type of leave.

Absenteeism.

An employee shall be responsible for ensuring that notification of any unscheduled absence is reported to his/her immediate managers or other designated individual in accordance with Department policy or, in the absence of a Department policy, within one (1) hour after the beginning of the scheduled workday on which the absence occurs, if possible. An employee must notify his/her managers to report the following information:

- 1) employee's name;
- 2) reason and nature of the absence; (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

Unauthorized absences without proper notification may result in unexcused leave without pay and/or disciplinary action, up to and including termination.

Three (3) consecutive workdays' absence without proper notice shall be considered as abandonment of the job and voluntary termination of employment by the employee.

Excessive Absence Without Pay – Unexcused – Corrective Action will be taken for unexcused absences within any 12-month rolling period, as follows:

Employees Regularly Working Less Than 24-Hour Shifts

- 8 Hours – Mandatory Written Warning
- 16 Hours – Mandatory 3 Day Suspension Without Pay
- 24 Hours – Discharge

Employees Regularly Working 24-Hour Shifts

- 12 Hours – Mandatory Written Warning
- 24 Hours – Mandatory 3 Day Suspension Without Pay
- 48 Hours – Discharge

11.2 LEAVE AND HOLIDAYS

The City of Madison provides the following types of leave for its eligible regular full-time employees: annual leave, personal leave, sick leave, administrative leave (including jury duty, job-related training, inclement weather, bereavement leave), military leave, FMLA Leave, and leave without pay. Employees will not be paid for any leave they have not yet accrued, or for hours in excess of their account balance. Employees must take and account for leave in 15-minute increments, unless otherwise required below.

11.2.1 ANNUAL LEAVE

Annual leave is provided primarily for vacation purposes, but may be used for any purpose by an eligible employee.

Accrual of Annual Leave.

Eligible employees shall accrue annual leave hours at rates based upon their length of City Service in accordance with the following schedule:

Length of Service / Accrual/Work schedule	Hour Accrual Per Pay Period Average of 40-Hour Week	Hour Accrual Per Pay Period Full-Time, 24-Hour Shifts
Less than 5 Years	3.08	4.31
5 Year	4.62	6.46
10 Year	5.54	7.75
15 Year	6.15	8.62
20 Year	6.77	9.48
25 Year	7.69	10.77

Employees on a 24-hour shift schedule who are later reassigned to a standard 40-hour work week shall not lose any accrued leave balance, nor shall the accrued balance be adjusted at the time of transfer only. Once transferred, they will begin accruing leave at the 40-hour week rate.

Likewise, employees assigned to the standard 40-hour work week schedule who are later transferred to a 24-hour shift will not have accrued leave balance adjusted at time of transfer and shall begin to accrue time at a 24-hour rate.

The Department Head shall manage the leave time and shall send documentation to Human Resources in advance of the transfer so the accrual rates can be adjusted.

All employees shall be subject to leave maximums, separation payout and all other subsection provisions of this policy.

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Eligibility.

All regular full-time employees will be credited with annual leave each pay period, as it is earned. Employees will be eligible for the increase rate of accruals based on length of service by the beginning of pay period following their anniversary date. Employees are entitled to use accumulated annual leave after receipt of the first paycheck.

Employees returning to the City service within twelve (12) months after their separation date will, upon rehire, accrue annual leave based on their total length of City service.

Employees in non-pay status, temporary status or part-time status are not eligible to accrue annual leave; and accruals will stop once any employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

Leave Requests and Approval.

Requests for annual leave will be made by employees as far in advance as possible of the time desired (at least five (5) workdays in advance, unless otherwise approved by the Department Head) and will be submitted on the City's approved leave form. It will be approved at the discretion of each Department Head, taking into consideration the needs of the City, the Department, and the employee. However, if an employee is on approved leave due to sickness and sick leave accruals are inadequate to cover the absence, the time lost may be charged to the employee's annual leave accruals, if eligible and available.

Leave Maximums. An employee generally will be expected to take annual leave in the leave year that it is earned. However, a total of 200 hours (280 hours for 24-hour shift employees) of unused leave may be carried forward from one leave year to the next leave year. The carry-over limit equals the most leave any employee could possibly earn in a one-year period. Any accumulated leave that exceeds this amount at the end of the calendar year will be converted to sick leave.

Periodic Pay-out. Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of annual leave into pay during two annual windows (November-December, April-May each year).

Separation Pay-out.

If an employee fails to give two (2) weeks notice of resignation, fails to return all city-owned equipment or other property as determined by the Department Head, fails to repay all balances due to the City for tuition payments, or fails to schedule an exit appointment with Human Resources to complete all necessary documentation, the employee shall forfeit all

accrued annual leave. However, when an employee is either involuntarily terminated or mutually separated from the City, he/she may receive annual leave payout regardless of inability to provide a two-week notice. If eligible, after separation, an employee shall be paid at the employee’s current straight hourly rate for all unused annual leave up to a maximum of 200 hours (280 hours for 24-hour shift employees). Payment to employees for accrued annual leave will not be made prior to separation, but will normally be paid to the employee on the pay period following his/her last regular paycheck.

In the event of an employee’s death, payment for accrued annual leave credited to the employee’s leave balance up to a maximum of 200 hours (280 hours for 24-hour shift employees) will be made to the employee’s direct deposit account on file or to the estate of the deceased employee.

11.2.2 PERSONAL LEAVE

All full-time, regular employees will receive eight hours (8 hours) of personal leave time per fiscal year, after receipt of their first paycheck. Employees in non-pay status, temporary status or regular part-time status are not eligible for personal leave. These hours may be used at the employee’s discretion, contingent on approval by the Department Head. They may be used for personal purposes, such as child-care, school events, court appearances of a personal nature, family member doctor’s appointments, children’s sports events, or for any other personal reason. Personal leave must be used in full hour increments.

Personal leave does not carry over to the following fiscal year, nor does it transfer to other leave accounts. Any unused leave will expire on the last day of the fiscal year. No employee will be paid for unused personal leave when he/she separates from City service.

11.2.3 SICK LEAVE

Sick leave is provided to regular full-time service employees. Sick leave shall not be considered a privilege for employees to use at their discretion, but shall be used as **authorized only in case of actual sickness or disability.**

Accrual of Sick Leave.

Regular full-time employees, except those employees who are regularly scheduled to work 24-hour shifts during their workweek/work period, will earn sick leave credit at the rate of 3.7 hours per pay period for a total of 96.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit. Employees who are regularly scheduled to work an extended 24-hour shift during their workweek/ work period will earn sick leave credit at the rate of 5.2 hours per pay period for a total of 135.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit.

Eligibility.

Eligible employees will be credited with sick leave each payperiod, as it is earned. Employees in non-pay status, temporary status or part-time status are not eligible to accrue sick leave; and all accruals will stop once the employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

No employee shall be authorized to take paid sick leave without proper and sufficient accrual. If such leave credits are inadequate to cover absences for which sick leave is granted, the time lost may be charged first to any other authorized accrued leave or leave balance and then as leave without pay excused.

Separation and Rehire.

No employee will be paid for unused sick leave when he/she separates from City service, and will forfeit any sick leave accruals. See “Anniversary Dates” in Policy Section 12.1. However, employees returning to the City service within twelve (12) months after their separation date will have half of their sick leave balance restored upon rehire.

Retirement.

Upon retirement with the Retirement Services of Alabama (RSA), an eligible employee’s unused sick leave may be converted to retirement service credit, consistent with and contingent upon the requirements of RSA. Employees must complete required forms for the conversion at time of retirement application. The leave will be converted the following pay period (before the actual retirement date). Once forms are completed, the

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leave should not be used by the employee. If any leave is used, RSA may adjust the employee's account after retirement. These provisions are subject to changes by RSA or state law at anytime.

Periodic Pay-out. Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of sick leave into either annual leave or pay during two annual windows (November-December, April-May each year). However, after conversion, employees must have a minimum remaining sick leave balance of at least 80 hours.

Use of Sick Leave.

Accrued sick leave may be granted to eligible employees for the following types of reasons:

- (a) *When the employee is unable to work due to the employee's own illness, injury incurred off-duty, or when his/her presence may endanger the health of fellow workers;*
- (b) The employee's doctor, dentist, chiropractor, optometrist, or other physician appointments; or
- (c) Designated (approved) FMLA Leave. (See FMLA policy section.)
- (d) To care for an immediate family member's illness, injury, or "serious health condition," which is defined in the City's FMLA policy, section 11.2.6. For purposes of this policy subsection, "immediate family" may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and also includes "step," in-law, and half-relative equivalents.

Leave Requests and Approval.

To be granted sick leave, an eligible employee must notify her/his managers of inability to report to work within one (1) hour of usual reporting time if possible, or by such earlier time as may be required by the needs of individual Departments. The employee must notify his/her manager of:

- 1) employee's name;
- 2) reason and nature of the absence; AND (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

If the leave qualifies as a Family Medical Leave condition, the employee must also follow all the requirements under the Family Medical Leave Section. Failure to comply with these rules or individual Department rules may be cause for denial of sick leave, unexcused leave without pay, and/or disciplinary action, at the discretion of the Department Head.

The Department Head or designated representative shall determine if the employee is making proper use of authorized sick leave benefits. **Proof of illness, including doctor’s certificate or documentation of facility visit, is be required for all absences over 3 days.** Misuse of such leave shall be cause for disciplinary action, up to and including termination.

Limitations on Authorization.

Paid sick leave will not be authorized to any employee actively engaged in outside employment or any type of contract work or self-employment work during his/her regular work shift. However, the employee’s time may be approved for vacation, other paid leave or leave without pay, excused, if applicable.

Returning to Work After Extended Leave Or Serious Medical Event

Regular full and part-time employees who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform the job with or without reasonable accommodation) shall be evaluated by the City’s physician before returning to duty after the employee provides documentation from his/her personal physician that employee can return to regular duty performing the essential functions of the job. Department Heads must notify the Human Resources Department to schedule an appointment for the employee before setting a firm date for the employee to return to work. Human Resources will provide the City’s physician with copies of each applicable job description that shall define the essential functions of each position. Employees must give prompt notice to their Department Head, provide the aforementioned documentation from their physician, and must be available for this evaluation before returning to duty.

Return to Work On Light Duty

Employees may return to work on light duty with a temporary medical certification from their treating physician that clearly states specific temporary restrictions, after consultation with HR, and in conjunction with Department Head to receive approval. Temporary assignments must

align with the department’s needs and the employee’s temporary health condition. A medical certification must be completed for temporary light duty every three months for recertification. All duties must fall within the realm of the employee’s typical duties, a new position will not be created to meet restrictions set by the physician. Light duty assignments are intended to be temporary and cannot exceed one (1) year in durations. After this time, the employee must either return to their full duties or other arrangements may be considered, including potential reassignment at a different pay grade.

The same procedures shall be followed when returning from FMLA.

Fraudulent Use. Any unjustified or fraudulent use of sick leave may result in loss of pay, the time off being charged as unexcused leave and/or disciplinary action, up to and including termination.

Coordination With Workers’

Compensation. When an employee is absent due to a job-related injury or illness, the absence will be compensated in accordance with the Workers’ Compensation Leave Section of this policy.

11.2.4 PAID ADMINISTRATIVE LEAVE

All employees may be authorized leave with pay for inclement weather declaration (see below), jury duty, court attendance as a witness in cases not involving personal litigation, bereavement (see below), voting (see below), or other appropriate reasons as approved by the Department Head and either the Mayor, City Attorney or Human Resources Director. Any fees paid the employee may be retained by the employee in addition to administrative leave pay. The number of hours of leave granted for each day will not exceed the number of hours the employee is normally scheduled to work for that day.

Severe Weather.

When the City has severe weather, the Mayor shall have the authority to close City Hall and other city facilities, and to declare that non-essential personnel will not report to work, or may report to work at a delayed start time. For the actual hours facilities are closed or delayed, the Mayor may grant administrative leave to all non-essential personnel excused from working. When administrative leave is granted, it will not apply to

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employees who are already absent due to other leave (vacation, sick, no pay, etc.).

However, when business is open and the employee does not report to work, his/her pay or eligible leave accruals will be deducted or he/she will be on Leave Without Pay. See Policy 12.1.1 concerning exempt employees.

Whenever the Mayor grants such Administrative Leave due to city-wide inclement weather, essential personnel (other than Police and Fire Department personnel) who must report to work will have an alternate day off (or partial day off), totaling the same number of hours city hall was closed, with the approval of their Department Head, that must be taken within 12 months from the day declared. After 12 months or when an employee is terminated, this leave will be forfeited. Police and Firefighters who are regularly scheduled to work will report to work, and the alternate day policy will not apply due to their status as regularly scheduled emergency personnel.

Department Heads or their designee will attempt to notify all employees when facilities are closed. City Hall and other facility closures will normally be announced through various public media sources (may include: city email, website, news broadcasts, and Nixle). If employees need a different notification, they shall make arrangements in advance with their Department Head.

The Mayor or Department Heads, as appropriate, shall designate essential personnel based on the needs of the City.

**Bereavement
Leave.**

All full-time employees may be entitled to bereavement leave with pay, not to exceed the next three scheduled work days (or 24 scheduled work hours for 24-hour shift personnel), after a death in the immediate family.

For purposes of this policy subsection, immediate family may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and also includes "step," in-law and half-relative equivalents. Included within the definition of immediate family may be those persons who live with the family as a member of the family whether related or not, to be determined at the Department Head's discretion.

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Bereavement leave is paid only for regularly scheduled work days missed and not for any other days such as holidays or scheduled days off. Employees may be required by the Department Head to provide some form of documentation of the death and relationship to the employee. The Department Head will determine if the documentation is sufficient to justify the need for the leave.

Blood Donations.

Any regular full-time employee donating blood may be granted up to four (4) hours of administrative leave, according to the following requirements:

- Leave may be granted for the purpose of recovery time on the day the employee gives blood during times the employee is regularly scheduled to work. It may not be granted for additional days or days the employee is already scheduled to be off work.
- The leave may be granted in addition to the time required to actually make the donation. Time required for the donation itself may also be administrative leave, if it occurs during the employee's regular work hours.
- All such leave must be coordinated with the Department Head and subject to advance Department Head approval.
- The Department Head may require the employee to provide documentation from the donor site indicating the employee donated blood at a specific time and date, especially if the site is not on city property.
- This leave is subject to all other provisions of Personnel Policy Section 11.

The purpose of this leave is: 1) to support and encourage employees desiring on their own to make such a donation; and 2) to allow employees adequate time to recover on the day they donate blood.

Voting Leave.

Alabama law (§17-1-5, Code of Alabama, 1975) requires employers to allow one (1) hour time off to vote, but only for employees whose work schedules do not allow for their work times to begin at least two (2) hours after polls are open, or end at least one (1) hour before polls close. Employees must give sufficient advance notice and be registered and qualified to vote in the election. Any additional Administrative leave granted for voting (beyond this requirement) will be solely at the Department Head's discretion, considering business needs.

An employee who serves as a precinct election official in Alabama is entitled to take the day off to perform election duties. The time off will not count against an employee's accrued leave. The employee is required

to give the Department Head at least seven (7) days advance notice of the need for this leave and furnish evidence of the appointment as an election official.

11.2.5 MILITARY LEAVE

Authorization of military leave will be in accordance with applicable federal and state statutory requirements. It is the intent of the following policy to comply with all legal requirements concerning military leave. The terms and conditions of this policy are to be construed in accordance with state and federal law. The City of Madison will abide by all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a cumulative period of up to five (5) years. The intent of this policy is to neither restrict nor broaden statutory requirements related to military leave. As the laws change or as interpretations of the laws change, military leave provisions for employees may change accordingly. The City of Madison reserves the right to amend, modify or discontinue its military leave policy and/or benefits in accordance with applicable federal and state law.

Entitlement. Unclassified and classified service employees who are active members of the National Guard, Naval Militia, or the State Guard organized in lieu of the national guard or of any other reserve component of the Armed Forces of the United States, and who make a request for military leave of absence for active military duty and/or for training purposes shall be granted military leave of absence from their respective duties. Military leave of absence will be granted for all days that they are engaged in field or coast defense, or other required training, or on other service ordered under the provisions of the National Defense Act, or of the federal laws governing the United States Reserves without loss of time, efficiency rating, annual leave, or any other City provided benefits (including health insurance coverage as set forth below), except to the extent such entitlement is limited by these policies.

Pay While on Military Leave.

No persons granted such leave of absence will be paid for more than 168 hours of military leave per calendar year. This military service includes drills, annual training or military schools and/or active duty.

State Active Service Duty.

Employees will be granted another 168 hours of leave per calendar year when called by the Governor to duty in the active service of the state.

Annual Leave/

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No-Pay Status**Military****Leave.**

When an employee has exhausted the 168 hours of paid military leave and is still on active military duty, he/she may (but is not required to) use accrued annual leave. Any paid leave time must be used continuously for any time period until either the leave is exhausted or the military duty period is completed. In the event an employee elects not to use his/her accrued annual leave or exhausts all accrued annual leave, remaining time on military duty will be on a no-pay leave basis. See No-Pay Status policy.

Military Leave**Supplemental Pay**

Once an employee is called into active service in the armed forces of the United States during the war on terrorism and has exhausted all their paid military leave entitlements and has gone on No-Pay status, he/she will be eligible to receive military leave supplemental pay from the City of Madison in an amount equal to the difference between the lower active duty military base-pay and the public employment base-pay salary which he or she would have received if not called to active service. For this purpose, shift firefighters salary will be based on the regular 24-hour shift hourly rate of pay times an average of 53 shift hours per week. Eligible employees must make a written request to the Human Resources Department prior to beginning the military assignment and must submit all required paperwork to Human Resources for monthly payments. Required deductions may be taken from the monthly payments.

The City of Madison and its officials reserve the right to change, suspend, interpret or discontinue the program, procedures, or forms at their sole discretion and without advance notice.

Health Insurance.

During military service, eligible employees remain entitled to available health insurance benefits. For the first thirty (30) days on which an employee is on military service, health insurance coverage will be provided (and employee payment of premiums will be required) as if the employee were continuously employed with the City. For leaves lasting longer than 30 days, applicable employees will be eligible to continue their health benefits by paying 102% of the total cost of their health insurance premiums.

**Pension/
Retirement Plan
Benefits.**

When an employee returns from military leave, the employee may request to make the contributions they would have made if the employee were not

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on military leave and was continuously employed with the city, as long as all the Retirement Systems of Alabama (RSA) requirements are met.

Return to Work.

For an employee who has been on military leave for less than thirty (30) days, he/she must return to work at the beginning of the next regularly scheduled work day after release from service, with time allowed for reasonable and safe travel, as well as an eight (8) hour rest period. For service of thirty (30) days or more, but less than one hundred eighty (180) days, an employee must return to work within fourteen (14) days after release from service. For service of one hundred eighty (180) days or more, an employee must return to work within ninety (90) days of release from service. For any employee who is injured during military service, he/she must return to work within two (2) years after release from military service.

Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

Job Position After Return.

For any employee who is on military leave for ninety (90) days or less, he/she will be re-employed in the same position the employee would have held if he/she had remained continuously employed with the City, provided that the employee is qualified, for the position or can become qualified after reasonable efforts by the City to enable the employee to be qualified. For any employee who is on military leave for more than ninety (90) days, he/she will be re-employed: (1) in the same position the employee would have held had he/she remained continuously employed with the City, or (2) in a position of equivalent seniority status or pay, provided that the employee is qualified for the position or can become qualified after reasonable efforts.

If an employee who has been on military leave for more than ninety (90) days cannot become qualified, the employee will be re-employed in any other position of lesser status and pay that the employee is qualified to perform with full seniority.

All employees returning from military leave are entitled to and shall receive the rights, benefits and seniority that they would have attained with continuous employment.

Request For

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Military Leave.

An eligible employee who wishes to be granted military leave will submit a leave request through the Department Head, together with a copy of military orders, annual training or drill schedules, or other documentation necessary to support the request. The orders for annual training, drill schedules, or active duty must be submitted as soon as the employee becomes aware of the projected date of service. While such request for leave generally should be provided as far in advance as practicable, advance notice is not required where precluded by military necessity or cannot reasonably be given in advance. Employees also must submit notice of any changes from the published training schedules in a timely manner. For employees whose schedules normally require work on weekends, each Department Head shall arrange the employee's work schedule so as to minimize the need for military leave under these policies.

11.2.6 FAMILY MEDICAL LEAVE

The following text outlines the City’s policies in compliance with the federal Family Medical Leave Act (FMLA). Not every detail can be included in this policy; however, it is the intent of this policy to comply with the provisions of the Family Medical Leave Act of 1993 (“the Act”), as may be amended from time to time. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with the Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

Eligibility. Employees must have been employed at least 12 months (not necessarily consecutive) with the City and must have worked 1,250 hours or more in the immediate previous 12 months to be eligible for FMLA Leave.

Employees who missed work due to National Guard or Reserve duty shall have any hours and months the employee would have worked if not called military duty counted in determining FMLA eligibility.

Reasons for Leave.

FMLA Leave is a personal leave-of-absence that may be taken without pay for one or more of the following reasons:

- 1) New Child -- the birth of a child or placement of a child with the employee for adoption or foster care,
- 2) Employee’s Serious Health Condition – the employee’s own serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- 3) Family Serious Health Condition -- to care for a spouse, child, parent, who has a serious health condition (Child includes biological, adopted, foster, stepchild, legal ward or a child standing in loco parentis, in which the employee actually has day-to-day responsibility for care). The definition of “child” is limited to children under the age of 18, or 18 years of age or older who are incapable of self-care because of a mental or physical disability.
- 4) Qualifying Exigency – arising out of the fact that a spouse, child, or parent is called to covered active duty or has been notified of an impending call to covered active duty status in the Armed Forces in support of a contingency operation. To qualify for this leave, the family member must be: (a) in a Reserve status (not in the regular armed forces), or (b) in the regular military and deployed in a foreign country AND there must be a “qualifying exigency” arising out of the call to duty.
- 5) Injured Service Member – An eligible employee may also take up to 26 weeks of leave during a “single 12-month period” to care for a “covered service member” with a serious injury or illness, when the

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employee is the spouse, son, daughter, parent, or next of kin of the service member. A “covered service member” means a member of the armed forces (including national guard or reserves) who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred while on active duty. Unlike other kinds of FMLA leave, this is available only once per covered service member per injury.

Serious Medical Condition.

A serious medical condition is defined as an illness, injury, impairment or physical or mental condition that involves:

- 1) *Inpatient care in a hospital, hospice or residential medical facility, including a period of incapacity connected with inpatient care; OR*
- 2) Continuing treatment by a health care provider for a serious health condition including:
 - a) a period of incapacity of more than three (3) consecutive full calendar days; PLUS treatment by a health care provider twice, or once with a continuing regimen of treatment; OR
 - b) any period of incapacity related to pregnancy or prenatal care (need not be for more than three days); OR
 - c) any period of incapacity or treatment for a chronic serious health condition (including those requiring periodic visits for treatment by a healthcare provider, continuing over an extended period of time, possibly causing episodic, rather than continuing, periods of incapacity); OR
 - d) a period of incapacity for permanent or long-term condition for which treatment may not be effective (i.e., Alzheimer’s, a severe stroke, terminal stages of a disease such as cancer, etc.) OR
 - e) any period of incapacity to receive multiple treatments (including recovery from those treatments) for restorative surgery or a condition, which would likely result in incapacity of more than three consecutive, full calendar days absent medical treatment.

Not covered: FMLA Leave is NOT ordinarily intended to cover routine physical, eye or dental exams, and cosmetic treatments (unless inpatient treatment is required or there are complications). Ordinarily, unless complications arise, the common cold, flu, earaches, headaches (except migraine), routine dental or orthodontic problems, and periodontal disease are not serious health conditions, and are not generally appropriate for use

of FMLA Leave. For all non-serious health conditions, employees should ordinarily use available sick leave.

**Length and
Timing of Leave.**

FMLA Leave shall be counted for a 12-month period during the City’s fiscal year. Eligible employees are entitled to a total of 12 weeks of unpaid leave within any twelve (12) month period (fiscal year).

For Birth or Placement of a Child – FMLA Leave must be taken:

- (1) within 12 months after the birth, adoption or placement of the child, and*
- (2) such leave must be taken all at once for birth, adoption, or placement of foster child.*

If both parents are employed by the City and eligible for FMLA Leave, they are entitled to a combined 12-week allotment for birth, adoption or placement of a foster child with their spouse. If an employee OR their spouse employee takes FMLA Leave but return before exhausting the allotment, the other parent may take any remaining FMLA Leave.

In any case, the allotment will be reduced by any FMLA Leave the employee has taken during the 12-month calculation period.

For Injured Service Member -- *For injured service member leave, the employee and his/her spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above.*

Intermittent Leave – *When an employee meets requirements to take FMLA on an intermittent basis due to an ongoing chronic condition, an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason, in accordance with the Medical Certification. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation.*

**Leave Requests,
Notifications and
Certification
Procedures.**

Step 1. Employee's Request for Leave

- Employees are required to comply with the City's requirements for requesting leave (under "Absenteeism", Section 11.1), and the employee must provide sufficient information for the Managers to reasonably determine whether the FMLA applies to the leave requested and to estimate when and how much leave the employee anticipates needing to take.
- If the employee fails to provide the Manager with sufficient information to determine whether the leave is FMLA-qualifying, the leave may not be granted.
- Employees may also specifically request to use FMLA using the City "Leave Request Form" (from Human Resources or their Department).
- Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is not foreseeable 30 days in advance, employees must provide notice as soon as possible under the circumstances.

Step 2. Manager's Notification of Eligibility, Rights & Responsibilities

- Managers may provisionally allocate absences as FMLA if there is information available supporting one of the "Reasons for Leave" defined by the FMLA Act, within 5 business days (verbally or written).
- Managers provide employees the "FMLA Notice Form" as soon as practicable, and within five (5) business days.
- The Notice shall specifically tell the employee:
 - 1) the type of FMLA requested;
 - 2) the beginning date of the leave;

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- 3) whether or not the employee meets the service requirements for FMLA;
- 4) Medical Certification requirement for FMLA leave;
- 5) Other provisions set forth in the personnel policies.
- The employee may be given 15 calendar days to submit Medical Certification for the FMLA (attached to the form).
- A complete copy of the Notice should be forwarded to Human Resources for the official FMLA file/record.

Step 3. Employee's Medical Certification

- The employee shall submit a copy of the “Confidential” Medical Certification (if required by the Managers) to the Managers within 15 calendar days.
- If the employee has any questions, he/she may consult a Human Resources Coordinator.
- A copy of the Confidential Forms may be used by the Managers in ensuring that the Timekeeper codes the employee's time as FMLA; and all forms shall be forwarded to Human Resources for the official FMLA file/record.
- If the certification form provided is not complete and sufficient to determine whether the FMLA applies, the Managers may require additional information, limited to the Certification Form items, to be provided by the employee within 7 calendar days (from written notification). The Managers may use the FMLA Determination/Inquiry to communicate with the employee.
- Upon request of the manager, the City's health care provider or Human Resources Department may contact the employee's health care provider for authentication or clarification of the medical certification information, if needed, within the scope of the form.

**Communications
And Certifications
While on FMLA**

Employee Contact -- While on leave, for any of the qualifying reasons, the employee is required to contact his/her immediate managers at least once on or before the end of every (15) business days of leave. The purpose of the contact is to give a status report of the leave, and approximate return to work date.

Eligibility Status Change – If the employee's eligibility status changes, the Managers must notify the employee of the change within five (5) business days of the Managers learning of the change using the FMLA Determination/Inquiry Form.

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Timekeeping and FMLA Balances – Department Heads (or their Timekeepers) shall enter the proper FMLA codes into the pay system for tracking FMLA balances (See Section 11.1 for Codes).

Reports to Employee – Upon request by the employee, the Managers (or Timekeeper) must provide total FMLA designations (time reporting reports showing FMLA taken) to the employee, but no more often than once in a 30-day period.

Recertification of an Ongoing Condition – After receipt of medical certification, the City may require periodic recertification of a serious health condition:

- (1) At the conclusion/expiration of the certified period; or
- (2) If employee requests an extension of the leave; or
- (3) If circumstances described in the previous certification have changed significantly; or
- (4) If the Manager receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.
- (5) It has been 6 months since the last certification was received (could request sooner based on 1 through 4 above).

Additional Medical Opinion -- The City may also require a second or third medical opinion at the City's expense.

If an employee fails to timely submit a properly requested certification or recertification. FMLA protection for the leave may be delayed or denied.

Intermittent Leave – The Managers may require a fitness-for-duty certification up to once every 30 days for an employee taking intermittent or reduced schedule FMLA leave if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the conditions for which leave was taken.

**Coordination With
On-the-Job
Injuries.**

If an employee misses work because of a compensable workplace injury or illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family and Medical Leave Act, such leave may be deducted from the employee's 12-week FMLA leave entitlement.

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**Pay and
Coordination With
Other Leave.**

Sometimes more than one type of leave may apply to a situation. Where allowed by law, leaves will run concurrently, unless a Manager approves otherwise. FMLA leave (although non-paid according to the Act) may run concurrently with other types of applicable paid and non-paid leave, when eligible:

- (a) sick leave;
- (b) annual leave;
- (c) any other banked or accrued leave (personal leave, banked holiday, floating holiday, etc.);
- (d) workers' compensation leave; or
- (e) leave without pay, excused.

For Workers' Compensation leave, See Workers' Compensation policy section concerning pay provisions. For all other FMLA, although FMLA Leave is unpaid, eligible employees shall first use all applicable accrued leave balances until they are exhausted. After all applicable leave balances have been exhausted, there may be no pay for any further FMLA Leave taken, and the time will be recorded into the payroll system as "FMLA-Unpaid".

**Benefits
Continuation
and Accruals.**

The City may continue group health insurance coverage for an employee on FMLA during the eligible FMLA period, as long as the employee continues to make individual contributions that the employee normally pays towards benefits.

Employees on paid leave during the eligible FMLA period will continue to have payroll deductions including contributions to group benefits deducted each pay period.

An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums (per pay period) in order to maintain insurance coverage during the eligible FMLA period. Employees will have a 30-day grace period in which to make premium payments. If payments are not made timely, group health insurance may be cancelled. See "No Pay Status" Section 11.2.11 and the "Benefits" Section 12.3 of the personnel policies for more information.

Accruals -- Employees are not entitled to accrue annual leave or sick leave

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during any part of their leave in which they are on NO-PAY STATUS and accruals will be stopped once the balances are exhausted.

The City cannot make contributions to the employee's retirement plan while the employee is on NO-PAY status. See Sections 11.2.11 and 11.2.12 of this policy for more information.

***Reinstatement
And Failure to
Return.***

Upon return from eligible FMLA Leave, employees may be reinstated to their job or to an equivalent position, contingent on the employee following all notice and job requirements and ability to perform the essential functions of the position, unless the employee would have otherwise been laid off, reassigned or terminated. Employees cannot be guaranteed return to their regular job.

If an employee does not return to work at the end of his/her qualified leave, such absence may be counted as unexcused, and the employee may be subject to disciplinary action, up to and including termination. The employee may also be responsible for costs the City incurred to maintain insurance in effect during the leave.

Employees are expected to promptly return to work when the circumstances which necessitated leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement.

Return to Work and Fitness for Duty – *If FMLA Leave is for the employee's own serious health condition, the employee may return to work on light duty. See Section 11.2.4, pages 11 and 12.*

Once prepared to return to full duty, the employee will be required to provide a fitness for duty statement from the treating medical professional before returning to work certifying the ability of the employee to perform the essential functions of the job. After receipt of this statement, the City may, at its discretion and expense, require a second opinion. who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform essential functions of the job with or without reasonable accommodation) shall be evaluated by the City's physician before returning to duty. This evaluation will be scheduled after the City receives complete fitness for regular duty documentation from the treating physician. See Sick Leave Section.

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Should an employee, ineligible for FMLA, but out for a FMLA-like event, the same procedure shall apply when returning to work.

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11.2.7 WORKERS' COMPENSATION LEAVE AND TEMPORARY ALTERNATE LIGHT DUTY

Employees who sustain an occupational injury or illness will be compensated in accordance with the State's Workers' Compensation Act. Employees are expected to follow all the guidelines for Workers' Compensation stated in the City of Madison Employee Safety Manual and as may be required by state law. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with Alabama's Workers' Compensation Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

First Three Days. The first three (3) days that an employee is absent from work will be charged as sick leave, except as provided below. If an employee does not have accrued sick leave to cover the absence, the employee will be charged annual leave, and if annual leave is not available, the employee will be charged other leave balances. If no leave is available the employee will be placed in a leave-without-pay status. The employee will also be charged with FMLA Leave if applicable and available.

Beyond Three Workdays.

An employee who receives workers' compensation benefits will be placed in a non-pay status for the remainder of his absence, if it exceeds three (3) workdays.

After three days, the employee will be paid by the Municipal Workers' Compensation Fund (MWCF) for the remainder of the days that he/she is out of work based on a 52 week wage statement provided to MWCF by the Human Resources Department within 48 work hours (if practicable) of the date of the injury. If an employee is out of work for more that 21 days, the employee may be reimbursed for the initial three-day waiting period by MWCF. In order to receive such benefits, the employee must promptly provide the appropriate notification and medical reports.

**Temporary Alternate
Light Duty.**

Temporary alternate light duty assignments may or may not be provided for workers' compensation injuries, depending on the needs and requirements of the Department, the employee, *the treating physician, HR,* and the insurance carrier. At the Department Head's discretion, eligible employees may be assigned to a different shift, location and/or function for temporary light duty.

Temporary light duty assignments may be discontinued at any time at the discretion of the Department Head. Temporary alternate duty is not an employee right, nor does it guarantee permanent continuing employment.

**Coordination
With FMLA.**

If an employee misses work because of a compensable workplace injury illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family Medical Leave Act (FMLA), such leave may be deducted from the employee's 12-week FMLA leave entitlement.

**Benefits
Continuation and
Leave Accruals.**

When an employee on Workers' Compensation Leave is compensated by the MWCF, for City payroll purposes, the employee will be considered in "No Pay Status". See Sections 11.2.11 and 11.2.12 concerning accruals and benefits.

11.2.8 HOLIDAYS

The following holidays shall be the official holidays for the City of Madison, contingent on City budgeting:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

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- ❑ Veterans Day
- ❑ Thanksgiving Day
- ❑ Day After Thanksgiving
- ❑ Christmas Day
- ❑ Two Floating Holidays, which may be assigned at the discretion of the Mayor and City Council.

In the event any of the holidays fall on Saturday or Sunday, the City may recognize the previous Friday or the following Monday as the legal holiday. The City Council will specify the dates holidays are to be observed by the City by the end of each calendar year for the next year.

Eligibility.

Regular full-time employees are eligible for holiday pay as provided herein (8-hours for employees scheduled to work an average of 40 hours per week in a work period; see 24-hour shift provision below).

Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to work at least the same number of hours that they normally work during the holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

Temporary service employees will not receive holiday pay.

To be eligible to receive holiday pay for an authorized paid holiday, an eligible City employee must be present at work, or on approved leave with pay, on the scheduled days immediately preceding and following the paid holiday or holiday weekend. An employee on scheduled, authorized and compensable leave when the holiday is recognized shall be compensated for the holiday in lieu of the use of accrued leave.

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Employees Working Designated Holidays. (40 Hour Average – Employees)

As many employees as possible will be allowed off on a recognized holiday. However, certain responsibilities and duties cannot be dispensed with to ensure and maintain efficient operation of City government (for example, Dispatchers, Police Officers, etc.). If full-time employees are required to work on a holiday or if they have prior written authorization from their Department Head to work on the holiday, then they shall have such holiday hours deferred and shall be authorized to take said holiday hours off on another day within one (1) year after the holiday worked. If employment is terminated prior to one (1) year after the holiday was worked, the employee may receive holiday pay hours the pay period following the last regular paycheck. The employee shall be authorized one hour for each hour worked on the recognized holiday, not to exceed the value of the holiday.

Holiday Compensation for 24-Hour Shift Employees.

Employees who are normally scheduled to work a special 24-hour shift workweek and are not in no-pay status (except where required by law) will be compensated for holidays as follows:

- a) *The employee will be given the option of receiving either seventeen (17) hours of holiday pay or credit for seventeen (17) hours of holiday time off to be taken, with the approval of the Fire Chief, at any time within one (1) year from the date the time is earned; provided, however, that no more than forty-eight (48) hours of holiday time off may be taken in any consecutive four (4)-week period without the approval of the Fire Chief. No distinction will be made with respect to holiday compensation for those who work on a holiday and those who are off work on a holiday.*
- b) *Holiday time off not taken within one (1) year of the date earned will be forfeited by the employee.*
- c) The employee shall bear the responsibility for making arrangements with the Fire Chief for holiday time off sufficiently in advance to allow the Fire Chief to arrange the Department's schedule.

Floating Holiday. If authorized by the City Council, each eligible employee will be entitled to 8-hour floating holiday(s), when they are not preassigned to specific dates by City Council; to be taken in accordance with these guidelines:

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- a) The use of floating holiday hours will be approved at the discretion of the employee's Department Head.
- b) Floating holidays must be taken in two (2) hour increments.
- c) Employees will not be granted floating holidays while on no-pay status, except where required by law.
- d) Floating holidays will be forfeited if not used within the fiscal year for which they are allotted and will be forfeited when the employee terminates employment. Floating holidays may not be carried forward from year to year.
- e) The use of floating holidays by Fire Department employees shall be governed by the provisions above for 24-hour shifts. For the purposes of that section, floating holidays will be considered earned at the beginning of each fiscal year.

11.2.9 LEAVE WITHOUT PAY EXCUSED

In accordance with Department Policy, an employee who does not have sufficient leave, yet is excused by the Department Head from work temporarily, shall be considered as being on Leave Without Pay Excused. However, an employee WILL NOT be granted Leave Without Pay Excused until the employee has exhausted all applicable leave balances (if it qualifies under the requirements for each leave in the policies and in the increments required).

11.2.10 ABSENCE WITHOUT PAY UNEXCUSED

Any employee who, without good cause, fails to report to work (or reports to work late), without the permission of his/her managers or Department Head, shall be considered as on Leave Without Pay Unexcused for all time absent and shall be subject to disciplinary action, up to and including termination, and shall have all such hours absent reported as Leave Without Pay Unexcused.

An employee who fails to report to work without permission of the managers or Department Head for a period of three (3) consecutive workdays shall be considered to have abandoned the job and to have voluntarily resigned from employment without notice.

11.2.11 NO-PAY STATUS

The City will make no contributions to the employee's retirement plan while the employee is on no-pay status; and all leave accruals will stop once the employee exhausts leave balances.

11.2.12 BENEFITS WHILE ON LEAVE OR NO-PAY STATUS

An eligible employee in No-Pay status (or non-paid leave) shall be required to continue individual contributions that the employee normally pays for benefits, unless continuation of benefits as an active eligible employee is not allowed per the benefit provider. Such eligible employees shall make payment to the City in the form of cash, a personal check, cashiers check or money order, payable to the City of Madison per pay period. However, any continuation of benefit is subject to guidelines and/or requirements of each benefit provider.

Medical

Insurance. Per the City's medical insurance provider, an eligible employee may retain insurance coverage under the plan during an eligible designated FMLA leave period, provided premiums are paid as required.

Insurance provider requirements or laws may cause eligibility and other requirements to change at any time. See Insurance plan booklets for all other provider requirements.

AFLAC

Insurance. Due to the fact that the employee's optional AFLAC policies are paid and monitored by the employee and the city offers payroll deduction, when an employee is on No-Pay status or other unpaid leave, and unable to meet payroll deduction requirements for AFLAC, AFLAC will be temporarily suspended, and it will be the responsibility of the employee to reinstate coverage with the AFLAC Representative upon return to work or arrange for payment to the provider while on "No-Pay Status". Payroll deductions will not be reinstated until Human Resources is officially notified of reinstatement of the AFLAC policy.

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11.2.13 DONATION OF LEAVE**Eligibility
To Request and
Requirements.**

Donations of sick or annual leave will apply only to conditions that are eligible for use of sick leave as described in Section 11.2.3. However, this policy section does not apply to Workers' Compensation Leave, which is covered in Section 11.2.7. To be eligible, employees:

- 1) Must be a full-time Regular employee.
- 2) Must have NOT exhausted a maximum donation limit of 14 weeks in any 12-month rolling period. (560 hours, or 742 hours for 24-hour shift employees).
- 3) Must have exhausted all their sick leave accruals, and have no more than twenty-four (24) hours remaining in their annual leave account.
- 4) Employees utilizing FMLA must submit a FMLA Medical Certification completed by the treating physician. Employees not qualifying for FMLA must submit the City's Medical Certification form completed by the treating physician.
 - a. *Probationary employees utilizing this program may have their probationary period extended by the amount of leave time taken.*
 - b. *Probationary employees receiving donations, but not eligible for FMLA must submit a medical certification form to HR for recertification at a minimum of every three (3) months.*
- 5) Must submit a Donation Request form within the time period required for each pay period needed.
- 6) Any request must be to accommodate a minimum of three (3) consecutive full days (24 hours for 24-hour shift personnel) in order to qualify.
- 7) Must follow all requirements of the policy and provide any additional information, when requested.

Management employees cannot accept leave donations from subordinates or any employee in which they have influence over their work schedule, assignments or other working conditions.

Eligible employees may submit requests up to **14 weeks of leave in any 12-month rolling period (560 hours, or 742 hours for 24-hour shift employees)**, as long as they continue to meet all other conditions of the policy.

**Donation
Request Process.**

After completing all required Family Medical Leave paperwork and submitting the Medical Certification form covering the time needed,

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requesting employees must present completed Donation Request Forms to their Department Head (for review) and to Human Resources for each pay period in which they are requesting donated leave, with the employee's consent for the City to communicate to employees a description of the employee's situation.

Timing -- This completed request form must be submitted to the Department Head and Human Resources no later than the 1st Monday of the pay period needed. If the employee is able to work on days in which the employee has received donations during any pay period, it is the responsibility of the employee to contact the HR Coordinator as soon as they are aware of the discrepancy (and no later than their last normal workday of the pay period), so an adjustment can be made.

Human Resources may distribute to each Department of the City via email a description of the leave recipient's situation which potential donors may review and will make an effort to send the email by the 1st Thursday of the pay period. Employees should monitor the results of their donation request in advance by contacting the Human Resources Department.

Donor Process

And Requirements. Each donor employee shall submit a signed authorization form to Human Resources specifying the number and type of leave hours he/she wishes to donate.

Timing -- All completed and approved donor forms must be received by Human Resources no later than two (2) business days (Monday through Friday) before time cards/entries are due in order to be processed.

Consistent with Policy section 11.2.3, late donations will NOT be made retroactively. Late or larger than needed donation submissions may be credited to the next pay period, only if they are still needed and all other conditions of this policy are met.

Human Resources will only transfer a number of leave hours to be donated, which would bring the employee's sick leave account to the number of hours needed each pay period; not to exceed the number of days specified on the medical certification for the employee. Human Resources will forward the approved donated leave forms to Payroll.

Employees may donate sick leave in one (1)-hour increments up to a maximum of fifty percent (50%) of the amount by which their accrued balance of sick leave exceeds eighty (80) hours. The transfer of donated

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leave hours to a recipient employee's account is irreversible, and unused leave hours shall not be restored to the donor's leave account.

Transfer of Leave

Timing

Leave balance transfers will normally not be made until the date time card/entries are due, in order to allow time for receipt of donor forms and verification. Therefore, timekeepers may have to delay leave entries into the timekeeping system for employees needing donations.

ORDINANCE NO. 2025-082**AN ORDINANCE AUTHORIZING AN ELECTRONIC SIGNATURE
POLICY FOR THE CITY OF MADISON**

WHEREAS, pursuant to the Uniform Electronic Transactions Act (UETA), governing bodies of Alabama municipalities may determine by ordinance whether and to what extent their executive, legislative, or judicial agencies, departments, boards, commissions, authorities, institutions, or instrumentalities will send and accept electronic records and electronic signatures, as well as create, generate, communicate, store, process, use, and rely upon them (Code of Alabama §8-1A-18); and

WHEREAS, the City of Madison has given due consideration to security and desires to specify: (1) the manner and format in which the electronic records shall be created, generated, sent, communicated, received, and stored and the systems established for those purposes; (2) if electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature shall be affixed to the electronic record, and the identity of, or criteria that shall be met by, any third party used by a person filing a document to facilitate the process; and (3) control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records;

BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, as follows:

1. **Acceptance of Electronic Signatures.** The City may accept electronic signatures and store electronic records of duly approved contracts, liability waivers, employment hiring documents, properly approved and budgeted purchase orders, and other general City documents pursuant to the terms of this Ordinance and the UETA.
2. **Conditions for Accepting Electronic Signatures on Contracts or Grant Agreements:** The Mayor may execute and the City Clerk may attest City Council-approved City contracts and grant agreements via electronic signature if all of the following conditions apply:
 - a. The terms of the contract or grant agreement allow or require the use of electronic signatures.
 - b. The City Clerk attests the Mayor's signature via the same method the Mayor uses to sign or by witnessing and attesting a printed copy of the document, which shall be kept in the City Clerk's office in accordance with the timelines specified in the State's Records Disposition Authority.

- c. The IT Department approves the method of electronic signature and verifies the security of the method of electronic storage.
 - d. The Finance Director and City Attorney review and approve in writing of any planned electronic signatures and conditions with respect to said signatures prior to City Council approval.
3. **Conditions for Accepting Electronic Signatures on General Documents:** The City will accept electronically signed liability waivers, employment hiring documents, properly approved and budgeted purchase orders, and other general documents (“General Documents”) as valid municipal records and/or obligations if all of the following conditions apply.
 - a. The Mayor and relevant Department Head approve of the form, storage, and manner of verification of signature.
 - b. The IT Department approves a manner of verification of the electronic signatures for the type of document proposed for electronic signature and makes any storage or security provisions necessary for the electronic documents.
 - c. The City Clerk’s Office verifies that electronic and/or paper copies of said records are stored in accordance with the State’s Records Disposition Authority.
4. **Validity of Electronic Signatures & Enforceability of the UETA:** In accordance with the UETA, the City of Madison acknowledges the following:
 - a. A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
 - b. A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
 - c. If a law requires a record to be in writing, an electronic record satisfies the law.
 - d. If a law requires a signature, an electronic signature satisfies the law.
 - e. The City of Madison further acknowledges the enforceability of all other provisions of the UETA.
 - f. For signatures specified in Sections 1-3 of this Ordinance and pursuant to said conditions, any form of electronic signature including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same effect as the original signature.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this ____ day of March 2025.

This Ordinance shall become effective immediately upon its adoption and proper publication as required by law, and it shall be published as a new Article II, Section 51, of the Madison City Code.

The provisions of this Ordinance are intended to be severable, and if any one or more thereof should be held invalid by a court of competent jurisdiction for any reason, the rest shall nevertheless stand and be fully effective.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-073-R

**A RESOLUTION AUTHORIZING A WAYFINDING SIGN LICENSE AND
MAINTENANCE AGREEMENT WITH
JMATT3X, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Wayfinding Sign License and Maintenance Agreement (“Agreement”) with JMATT3X, LLC, for installation and maintenance of one wayfinding pole sign on a portion of the Bellehouse Property located at 4097 Sullivan Street, said Agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as “Wayfinding Sign License and Maintenance Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

WAYFINDING SIGN LICENSE AND MAINTENANCE AGREEMENT

THIS WAYFINDING SIGN LICENSE AND MAINTENANCE AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____, 2025, by and among JMATT3X, LLC, an Alabama limited liability company (“JMA”) and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama (“City”).

WHEREAS, City has requested and JMA has agreed to allow City to install a wayfinding sign upon a portion of property owned by JMA and known as the Bellehouse Venue located at 4097 Sullivan Street, Madison, Alabama 35758 (“Bellehouse Property”), subject to the terms, provisions, and conditions contained in this Agreement; and

WHEREAS, City will maintain the sign in accordance with the terms of this Agreement; and

WHEREAS, all parties are desirous of entering into this Agreement for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the parties hereto agree as follows:

1. Sign Easement and Maintenance Area. JMA hereby grants to City permission to install and maintain one wayfinding pole sign on a portion of the Bellehouse Property more particularly described in Exhibit “A” attached hereto and incorporated herein (“Sign Area”). Subject to any and all existing improvements or conditions, JMA shall not construct, erect, or maintain any barriers, walls, or structures on, over, across, upon, or above the Sign Area that would interfere with or that would materially impair the useability of the Sign Area.
2. Landscaping Maintenance within Sign Area. Should landscaping exist within the Sign Area, JMA agrees, at its sole cost and expense, to provide routine landscaping maintenance within the Sign Area.
3. Maintenance and Repair. City, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, the sign and any and all improvements constructed or installed by City on or within the Sign Area. Except in case of emergency, City shall limit repair and replacement work such that it does not conflict with scheduled Bellehouse Property events. Additionally, JMA agrees to make the Sign Area available to City to allow City to inspect, repair, or replace the Sign.

4. Term, Amendment, Termination.

- (a) The term of this Agreement shall commence on the date that both parties have executed the Agreement, and it shall continue for five (5) years. This Agreement may be extended upon mutual written agreement of the parties. In the event that the parties do not agree to an extension prior to the expiration date, this agreement shall automatically continue on a month-to-month basis until amended or terminated in accordance with Section 4(b).
- (b) Amendment & Termination. The parties reserve the right to modify, terminate, or amend this Agreement by mutual written agreement. No amendment or termination shall be effective unless in writing and signed by the parties. In the event that either party desires to terminate this Agreement, the party so desiring shall provide at least ninety (90) days' written notice to the other party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Agreement shall be interpreted in accordance with Alabama law without regard to its conflict of law provisions.

8. Hold Harmless & Indemnification. JMA agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of JMA or its individual employees, officials, agents, and representatives pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify JMA from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of City or its individual employees, officials, agents and representatives pursuant to the instant Agreement.

8. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

9. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been

relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

10. Notices. All notices pursuant to this Agreement shall be deemed delivered when sent via certified mail or e-mail to the following addresses:

City of Madison Director of Development Services
Attn: Mary Beth Broeren
100 Hughes Road
Madison, Alabama 35758
MaryBeth.broeren@madisonal.gov

With a copy to:
City of Madison Legal Department
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758
legal@madisonal.gov

All notices to JMA shall be addressed as follows:
Brenda Matthews
PO Box 461
Madison, AL 35758

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

[Signature Pages to Follow.]

JMATT3X, LLC, an Alabama limited liability company

By: Brenda Matthews CEO
Brenda Matthews, Chief Executive Officer

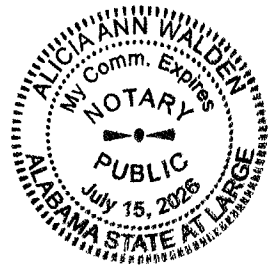
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brenda Matthews, whose name as Manager of JMATT3X, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she, as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on the 18th day of February, 2025.

Alicia Ann Walden
NOTARY PUBLIC
My commission expires: 7/15/2026



CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

By: _____
Paul Finley, Mayor

ATTEST:

By: _____
Name: Lisa D. Thomas
Its: City Clerk-Treasurer

STATE OF ALABAMA

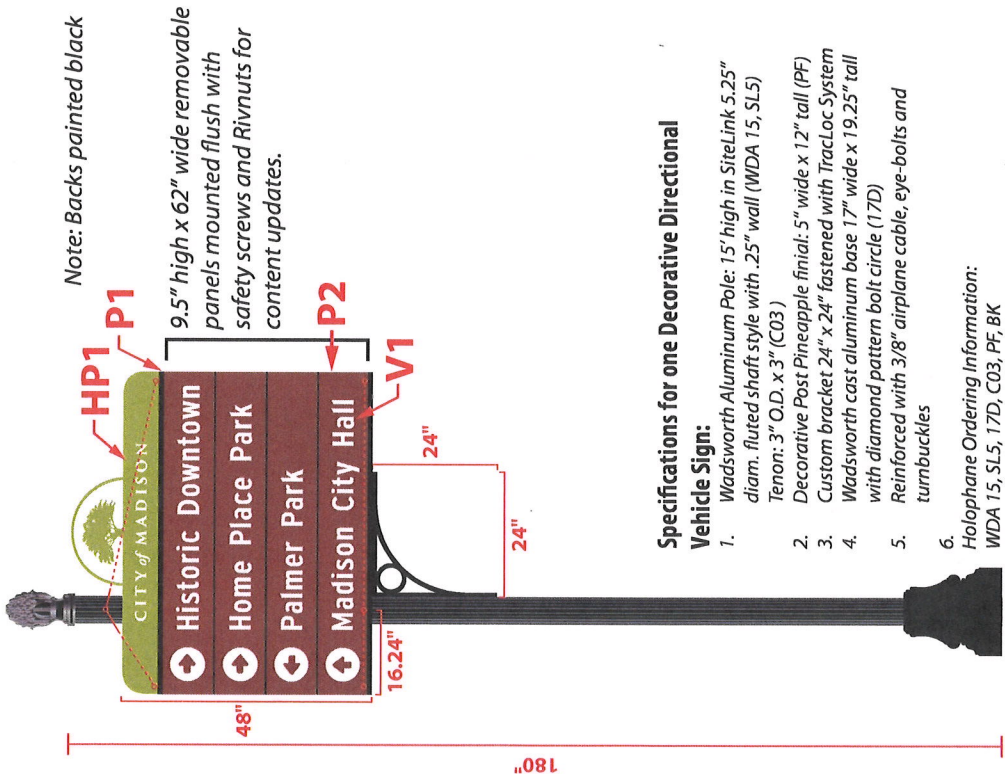
COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the state of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily for and as the act of the City of Madison, Alabama, on the day the same bears date.

GIVEN under my hand and official seal this the ____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires: _____

Exhibit "A"



Specifications for one Decorative Directional Sign:

1. Wadsworth Aluminum Pole: 15' high in SiteLink 5.25" diam. fluted shaft style with .25" wall (WDA 15, SL5) Tenon: 3" O.D. x 3" (C03)
2. Decorative Post Pineapple finial: 5" wide x 12" tall (PF)
3. Custom bracket 24" x 24" fastened with TracLoc System
4. Wadsworth cast aluminum base 17" wide x 19.25" tall with diamond pattern bolt circle (17D)
5. Reinforced with 3/8" airplane cable, eye-bolts and turnbuckles
6. Holophane Ordering Information: WDA 15, SL5, 17D, C03, PF, BK

*See CAD drawings for details regarding materials and installation.

DIRECTIONAL VEHICLE SIGNS - DECORATIVE TRAILBLAZER

DETAILS:

- Sign Face Backers and Logo, .125 alum w/ painted finish.
- Directional Panels to be .080 alum.
- CAD drawings to include decorative panel mount.
- Backers mounted to decorative fluted posts w/ decorative bases, finials, and "L" decorative pieces.
- Mounted w/ LOC brackets. Break away mounts. Reinforced with 3/8" airplane cable, eye-bolts and turnbuckles.

CAD LED R/O

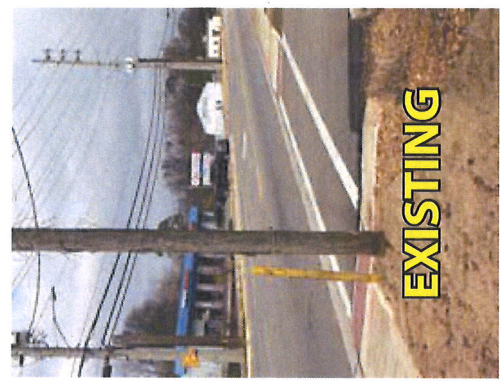
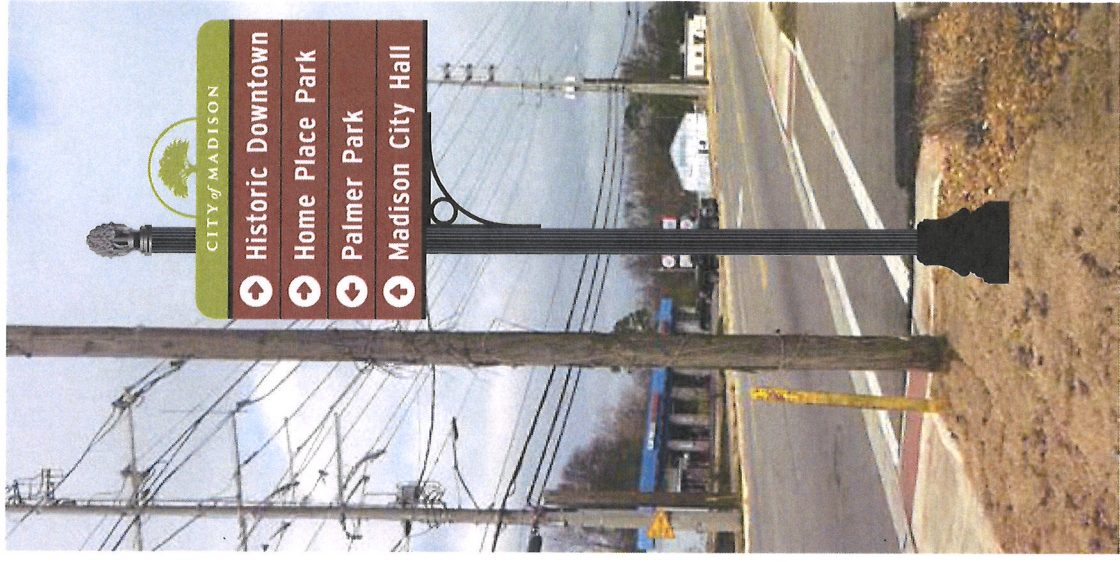
COLOR/FINISH:

- P1 - Powder Coat Semi Gloss Black
 - P2 - PMS 491
 - V1 - Engineer Grade White
 - HP1 - Full Color Print
- Sub: IJ35 / Lam: 8520

SF SALES REP: CY
 DF EED BY: JWS
 DATE: 01/13/2025



This drawing is exclusive property of Trac-Ad Signs and may not be handed over, copied, or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone Colors can be matched for a fee of \$30/color. Pantone Colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to color matching section included on proof to see if we have found any Pantone colors in your file. If so please inform us if you would like us to match these colors or not. If your job requires critical colors please inform our service representative.



Location 1

RESOLUTION NO. 2025-076-R**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY
SURPLUS AND AUTHORIZING TRADE-IN**

WHEREAS, the City of Madison, Alabama, is in possession of certain personal property which is no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56, *Code of Alabama* (1975), authorizes the disposition of unneeded personal property by a municipality through the actions of its governing body; and

WHEREAS, the City has the opportunity to utilize the value of such property in its acquisition of replacement equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That certain personal property owned by the City of Madison, Alabama, to-wit:

**Seven (7) DPMS Rifles
One (1) Sig MCX Rifle
One (1) Daniel Defense Rifle
Four (4) Bushmaster Rifles
One (1) Sig Sauer Rifle
Four (4) Surefire Suppressors
One (1) Remington 700 (.308)**

is no longer needed for public or municipal purposes and that the same is due to be and hereby is, declared surplus.

SECTION 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to dispose of such personal property by trading the same for newer equipment of like kind, and that such property shall be traded and conveyed as-is, where-is, with no warranties of any kind whatsoever.

SECTION 3. That the Mayor and City Clerk are hereby authorized and directed to execute any documentation necessary to effectuate the trade and transfer of such personal property.

READ, PASSED AND ADOPTED this 10th day of March, 2025.

Resolution No. 2025-076-R

Page 1 of 2

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March, 2025

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-077-R

PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON

WHEREAS, the City of Madison have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	Suppressor Surefire Serial # D02297
1	Remington 870 Serial # A308938M

; and

WHEREAS, the Police Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

WHEREAS, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Police Department is hereby authorized to dispose of the surplus personal property, as listed above.

READ, APPROVED, and ADOPTED this 10th day of March 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____
(Existing Assets Number)

Section 2

Date: 02/20/2025 Department: Police

Item Description: Surefire (Damaged)

Serial/Model #: D02297 New: Used:

Location: Special Ops - SWAT Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

[Signature] 02/20/2025
Signature: (Department Head or Designee) Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: _____

Signature, City Clerk-Treasurer Date

COMMENTS: _____

COPY: Requesting Dept. Finance Dept.



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____
(Existing Assets Number)

Section 2

Date: 02/20/2025

Department: Police

Item Description: Remington 870

Serial/Model #: A308938M

New: Used:

Location: Special Ops - Armory

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

John J. King
Signature: (Department Head or Designee)

02/20/2025
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept.

Finance Dept.

RESOLUTION NO. 2025-080-R

**AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR
PARTICIPATION IN THE
NORTH ALABAMA DRUG TASK FORCE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding (“MOU”), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Memorandum of Understanding North Alabama Drug Task Force” with the Alabama Law Enforcement Agency and other participating federal, state, and local agencies to memorialize and certify that investigators from each of these agencies have agreed to work together as the Drug Enforcement Task Force to enforce the controlled substance laws of the State of Alabama; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the upcoming year, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-085-R**RESOLUTION TO AWARD BID FOR
RIGHT-OF-WAY MOWING**

WHEREAS, in accordance with Alabama's Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the provision of right-of-way mowing services (Bid No. 2025-006-ITB); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about March 5, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff has informed the City Council that **Tidewater Landscape Management, Inc.**, has submitted a Bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of all right-of-way mowing services throughout the City and is the apparent lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let and the Contract will be executed in compliance with the applicable provisions of Title 41 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Tidewater Landscape Management, Inc.**, as the lowest responsible, responsive bidder, for the unit prices set forth in its submitted Bidder Pricing Sheet which is attached hereto and incorporated herein by reference.

SECTION 3. That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with **Tidewater Landscape Management, Inc.**, for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 4. That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Tidewater Landscape Management, Inc.**, in the amount(s)

and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution

READ, PASSED AND ADOPTED this 10th day of March 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-006-ITB / Right-of-Way Mowing
Issued February 12, 2025

BID TABULATION

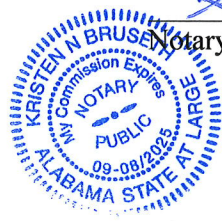
BIDDER NAME	Tidewater Landscape Management	Thrive Outdoor, Inc.	4A Services
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
EQUIPMENT AND EMPLOYEE PROFILE	Y	N	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDUM 1 & 2	Y	Y	Y
TOTAL COST AREA A	\$22,290.00	\$27,998.00	\$51,227.40
TOTAL COST AREA B	\$450.00	\$605.00	\$1,255.17
TOTAL COMBINED MONTHLY COST	\$22,740.00	\$28,603.00	\$52,482.57

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 5th day of March, 2025.

Kristen N. Brusek
Notary Public



City of Madison, Alabama
Bid Number: 2025-006-ITB
Project Title: Right-of-Way Mowing
Issued: February 12, 2025



BIDDER PRICING SHEET

BIDDER NAME: Tidewater Landscape Management

ADDRESS: 3212 7th Ave SW

CITY/STATE/ZIP: Huntsville, AL 35805

AREA A -- RIGHTS-OF-WAY

	PROPERTY NAME	LENGTH OF AREA TO BE CUT	FREQUENCY	MONTHLY PRICE
1	Balch Road	3.0 mi	once/week	\$ 720.00
2	Bowers Road	1 mi	once/week	\$ 420.00
3	Browns Ferry Road	1.5 mi	once/week	\$ 360.00
4	Browns Ferry Road	1.5 mi	once/week	\$ 360.00
5	Burgreen Road	2.65 mi	once/week	\$ 830.00
6	Celtic Drive	0.9 mi	once/week	\$ 280.00
7	Cleghorn Boulevard	0.2 mi	once/week	\$ 120.00
8	County Line Road	1.4 mi	once/week	\$ 910.00
9	County Line Road	4.2 mi	once/week	\$ 1,010.00
10	Eastview Drive	2.6 mi	once/week	\$ 710.00
11	Garner Street	3,511.3 feet	once/week	\$ 350.00
12	Gillespie Road	2.5 mi	once/week	\$ 710.00
13	Gooch Lane	1.6 mi	once/week	\$ 350.00
14	Hardiman Lane	2.15 mi	once/week	\$ 560.00
15	Hwy 72	1.5 mi	once/week	\$ 720.00
16	Hughes Road	3.7 mi	once/week	\$ 720.00
17	Huntsville Brownsferry Road	3.3 mi	once/week	\$ 830.00
18	Kyser Boulevard	0.5 mi	once/week	\$ 240.00
19	Landers Road	0.5 mi	once/week	\$ 280.00

City of Madison, Alabama
Bid Number: 2025-006-ITB
Project Title: Right-of-Way Mowing
Issued: February 12, 2025



20	Lanier Road	1.1 mi	once/week	\$ 280.00
21	Life Way Drive	1,000 feet	once/week	\$ 100.00
22	Lime Quarry Road	1,700.3 feet	once/week	\$ 200.00
23	Madison Blvd	4.5 mi	once/week	\$ 2,400.00
24	Metaire Lane	940 feet	once/week	\$ 60.00
25	Mill Road	2.0 mi	once/week	\$ 480.00
26	Miller Boulevard	0.2 mi	once/week	\$ 280.00
27	Morris Road	0.65 mi	once/week	\$ 190.00
28	Mose Chapel Road	1.0 mi	once/week	\$ 270.00
29	Nance Road	0.4 mi	once/week	\$ 140.00
30	Old Madison Pike	2.0 mi	once/week	\$ 480.00
31	Palmer Road	2.0 mi	once/week	\$ 480.00
32	Pension Row	0.5 mi	once/week	\$ 120.00
33	Perry Street	0.2 mi	once/week	\$ 120.00
34	Plaza Boulevard	0.4 mi	once/week	\$ 120.00
35	Portal Lane	0.5 mi	once/week	\$ 450.00
36	Powell Road	2.2 mi	once/week	\$ 560.00
37	Pump House Rd (Gillespie Rd)	0.4 mi	once/week	\$ 210.00
38	Roema Drive	425 feet	once/week	\$ 50.00
39	Royal Drive	0.9 mi	once/week	\$ 120.00
40	Segers Road	1.15 mi	once/week	\$ 420.00
41	Shelton Road	2.0 mi	once/week	\$ 360.00
42	Slaughter Road	3.2 mi	once/week	\$ 360.00
43	Spenryn Drive	930 feet	once/week	\$ 100.00
44	Wall Triana Highway	5.6 mi	once/week	\$ 1,430.00
45	Wayne Circle	120 feet	once/week	\$ 50.00
46	Westchester Road	0.8 mi	once/week	\$ 140.00

City of Madison, Alabama
Bid Number: 2025-006-ITB
Project Title: Right-of-Way Mowing
Issued: February 12, 2025



47	West Dublin Drive	0.6 mi	once/week	\$ 140.00
48	Will Halsey Way	730 feet	once/week	\$ 140.00
49	Zierdt Road	1.5 mi	once/week	\$ 360.00
50	I-565 @ Wall Triana*	Entire Interchange (excluding median)	twice/month	\$ 1,200.00
TOTAL COST AREA A				\$ 22,290.00

*City is responsible for obtaining ALDOT mowing permit.

AREA B -- MEDIANS & ISLANDS

	PROPERTY NAME	LENGTH OF AREA TO BE CUT	FREQUENCY	MONTHLY PRICE
1	Bishop Circle	116 feet	once/week	\$ 50.00
2	Hidden Valley Way	400 feet	once/week	\$ 50.00
3	Harpers Hop Island	125 feet	once/week	\$ 50.00
4	Liberty Drive	575 feet	once/week	\$ 100.00
5	Red Oak Place	176 feet	once/week	\$ 50.00
6	Madison Elementary School	380 feet	once/week	\$ 100.00
7	Balch Road		once/week	\$ 50.00
TOTAL COST AREA B				\$ 450.00

TOTAL COST FOR AREAS A & B	\$ 22,740.00
---------------------------------------	---------------------

I, William H Davoli, as CEO
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/12/25
 Date

[Signature]
 Signature of Authorized Representative

RESOLUTION NO. 2025-068-R

**A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH
MASTER GARDENERS OF NORTH ALABAMA, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a License Agreement (“Agreement”) with Master Gardeners of North Alabama, Inc., to maintain a greenhouse and provide community gardening and educational activities at the Madison Community Center located at 1329 Huntsville-Browns Ferry Road, said Agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as “License Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

**LICENSE AGREEMENT BETWEEN THE CITY OF MADISON
AND MASTER GARDENERS OF NORTH ALABAMA, INC.**

This License Agreement (the "Agreement") is entered into this ____ day of March 2025, by and between the City of Madison, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Master Gardeners of North Alabama, Inc., an Alabama non-profit corporation, (hereinafter referred to as "MGNA" or "Licensee").

WHEREAS, MGNA is an all-volunteer, non-profit organization; and

WHEREAS, MGNA provides a public benefit by offering services including community landscaping beautification projects, community vegetable gardens, school gardens and classroom projects, and environmental awareness education; and

WHEREAS, the City currently has unused land available on the grounds of the Madison Community Center (hereinafter referred to as the "Premises"); and

WHEREAS, the Premises is shown on the drawing attached hereto as Exhibit "A"; and

WHEREAS, MGNA desires to locate a greenhouse and ancillary structures on the Premises (hereinafter the "Greenhouse"); and

WHEREAS, the Greenhouse will provide a learning environment for members of the Madison community; and

WHEREAS, the City has determined that entering into this Agreement will serve a public purpose;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. Greenhouse License. The City grants MGNA a license to construct and maintain the Greenhouse (24' x 60') and its foundation (the "Greenhouse") and to use one storage shed located on the southeast corner of the Premises, as depicted in Exhibit A, subject to the terms and conditions set forth herein.

The design, construction, and maintenance of the Greenhouse and all other structures on the Premises are subject to the approval of the City's Director of Facilities and Grounds, with said approval not to be unreasonably withheld. MGNA shall maintain the Premises and all structures located there in a safe and attractive condition and in accordance with applicable City building and safety codes.

2. City Obligations. In addition to the provision of the Greenhouse License described in Section 1, the City will:

- (a) Following completion of the Greenhouse building, construct a sidewalk extension to the Greenhouse entrance from the existing sidewalk in accordance with applicable City codes.
- (b) Provide and pay for electric, gas, and water utility connections and service to the Greenhouse.

3. MGNA Obligations. In addition to other obligations provided in this Agreement, MGNA shall:

- (a) Ensure that a properly licensed and insured contractor constructs and installs the Greenhouse and that it complies with all City building codes and permitting requirements. MGNA shall ensure that contractor holds Owner harmless and indemnifies it from and against any damage or injury that occurs during Greenhouse construction, and MGNA shall ensure that contractor lists the City as an additional insured on its policies covering the work.
- (b) Restore any damage to City property at its own cost and expense within seven (7) days' written notice to City, or within a reasonable period of time as determined by the Director of Facilities and Grounds.
- (c) Provide annual soil testing to determine pH, nutrient levels, organic matter, and contaminants at the site .

4. Term & Termination. The term of this agreement shall be ten (10) years commencing on the effective date of this Agreement. At the end of the initial term, the parties may renew this agreement for two (2) additional five (5) year terms upon mutual written agreement. Either party may terminate this agreement upon ninety (90) days' notice with or without cause. At the end of the term or upon termination of this Agreement, MGNA shall remove the Greenhouse and all of its property and equipment at its own expense. The Director of Facilities and Grounds may authorize an extension of time for MGNA to remove its property.

5. Costs. MGNA shall bear all costs related to the construction and maintenance of the Greenhouse and related improvements to the Premises.

6. Consideration for Use of Premises. In consideration for the use of the Premises, MGNA shall utilize the Premises for programs and activities that provide a public benefit. Those activities include but are not limited to the following:

1. Provide a community garden program for City residents.
2. Provide gardening classes and a learning environment for members of the Madison community, including Senior Center members.
3. Collaborate with the Madison Department of Parks and Recreation to offer support and educational workshops.
4. Provide periodic flower bed maintenance services on the grounds of the Madison Community Center on an as-needed basis in coordination with the Department of Facilities & Grounds.

7. Use of Premises. MGNA shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of its possession of the Property. MGNA agrees to use the Property only for the purposes stated in this Agreement, with any change in use to be approved in advance and in writing by City. MGNA shall not possess, store, or use any hazardous materials on the property, including but not limited to gasoline, fireworks, and other highly flammable or explosive materials. Lessees agree not to engage in any illegal activities on the property.

8. Care of Premises. MGNA shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Agreement, to surrender possession of same without notice, in as good condition as at the commencement of the initial term, reasonable wear and tear expected.

9. Indemnification; non-liability. MGNA shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Madison, its officials, officers, elected officials, employees, agents, contractors, and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). MGNA's duty to indemnify shall not apply to loss, injury, death, or damage arising by reason of the willful, intentional, reckless, or grossly negligent conduct of the indemnitees. MGNA's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this Section 9 shall be construed as a waiver of any immunity or statutory protection of the City of Madison, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

10. Insurance. MGNA shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit
 \$1,000,000 Personal and Advertising Injury
 \$1,000,000 Products/Completed Operations
 \$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure MGNA against all liability assumed by it hereunder as well as liability imposed by law. The City of Madison, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited except in the case of the indemnitees' willful, intentional, reckless, or grossly negligent conduct. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Madison coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage upon Greenhouse completion and prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Madison, AL its officers, employees, elected officials, agents, contractors, and specified volunteers.
Attn: City Clerk-Treasurer
100 Hughes Road
Madison, AL 35758

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Madison prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

11. Default. In the event that MGNA violates a term of this Agreement and fails to cure said violation within ten (10) days' notice from City or MGNA fails to pay any amount due under this Agreement, the parties acknowledge such violation or failure to pay shall be grounds for eviction and termination of this Agreement. Upon termination, MGNA shall vacate the Property as specified in Sections 4 and 8 of this Agreement.

12. Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution through negotiation and/or mediation at the sole option of City. If unresolved, disputes shall be settled by litigation in the courts of Madison County, Alabama. Lessor may recover reasonable costs and attorneys' fees. This Agreement is governed by laws of the State of Alabama.

13. Miscellaneous.

(a) This Agreement shall not be amended or assigned except by written instrument signed by the parties hereto.

(b) This Agreement, together with all exhibits, constitutes the entire agreement between the parties.

(c) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(d) The headings and captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(e) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed from this Agreement as though the same was never a part of it; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(f) The parties represent and warrant that they have full authority to enter into this Agreement.

(g) All notices to City and MGNA under this Agreement may be provided by e-mail or certified mail as follows:

If to City:

Gerald Smith, Director of Facilities and Grounds
CC: Legal Department
100 Hughes Road
Madison, Alabama 35758
Gerald.smith@madisonal.gov
legal@madisonal.gov

If to MGNA:

Carolyn Wade
Master Gardeners of North Alabama, Inc.
Charles Stone Agricultural Center
819 Cook Avenue
Huntsville, AL 35801
cbwade9@gmail.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

City of Madison, Alabama,

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

MASTER GARDENERS OF NORTH ALABAMA, INC.

By: _____

Its: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____, of the Master Gardeners of North Alabama, Inc. is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

RESOLUTION NO. 2025-069-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CULINARY INSTRUCTION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Rachel Whitlow, to teach culinary classes at the Madison Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of March 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of March 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Rachel Whitlow, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains a facility known as the City of Madison Community Center, located at 1329 Huntsville Browns Ferry Road, Madison, AL 35758; and

WHEREAS, the City desires to obtain the services of a professional culinary instructor; and

WHEREAS, Contractor is a unique provider of these services.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for providing a variety of professional culinary classes for all ages. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and return of equipment to proper locations after each class he/she teaches.
 - 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall maintain an accurate roll for all classes/training s/he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 5. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.
 - 6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
 - 8. The Contractor’s classes shall be offered to youth aged six (6) to eighteen (18) years of age, adults, and senior citizens.
 - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$40.00 to \$125.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INDEMNIFICATION

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers,

elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney’s fees, arising out of, related to or resulting from the performance of the Contractor’s work or the Contractors’ failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of the other party’s suspension of performance.

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Rachel Whitlow
allthingsourdougho@gmail.com

SECTION ELEVEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

Rachel Whitlow
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rachel Whitlow, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily.

Given under my hand this the _____ day of March 2025.

Notary Public