



Agenda

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

6:00 PM
Council Chambers
February 24, 2025

AGENDA NO. 2025-04-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
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-03-RG, dated February 10, 2025

7. PRESENTATIONS AND AWARDS

A. Presentation of First, Second, and Third Place Certificates to winners of the Arbor Day Poster Contest open to Madison City 5th Grade Elementary Students

8. 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.

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. **Resolution No. 2025-072-R**: Acceptance of donation from AYSO 498 for soccer field lights in the amount of \$150,000
- C. **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)
- D. **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)
- E. Authorizing the Engineering Department to solicit bids for the construction of Project 23-011 | Balch Road and Gooch Lane Intersection Improvements
- F. 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
- G. Acceptance of \$40 donation from J.Maddox for the Madison Senior Center Stained Glass Program (to be deposited into Senior Center Donation account)
- H. Acceptance of \$10,000 donation from Senator Tom Butler (to be deposited into the Fire Department Donation account)
- I. Acceptance of donation from J Kirschbaum for \$40 for the Madison Senior Center Stained Glass Program (to be deposited into Senior Center Donation account)
- J. 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))

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

A. **Resolution No. 2025-071-R**: Authorizing the publishing of the February 19, 2025 City Council Work Session

B. Board of Education Applications

11. BOARD/COMMITTEE APPOINTMENTS

A. Appointment of Council Representative to the Huntsville-Madison County Library Board with a term expiration of April 13, 2029

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. **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)
- B. **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)
- C. **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 Macelle Drive Intersection Improvements (amount not to exceed \$220,000, to be paid from Fund 38)

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)
- 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)
- C. **Proposed Ordinance No. 2025-051:** Amending Section 12, "Compensation and Benefits," of the City of Madison Personnel Policies and Procedures (First Reading)
- 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)
- E. **Proposed Ordinance No. 2025-066:** Amending Section 11, "Attendance and Leave," of the City of Madison Personnel Policies and Procedures (First Reading)
- F. **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)

PUBLIC WORKS

- A. **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)

RECREATION

- A. **Resolution No. 2025-067-R:** Authorizing an Agreement with Valerie Harp for Travel Agent Services for the Madison Senior Center (No cost to City)

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. 2025-03-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 10, 2025**

The Madison City Council met in regular session on Monday February 10, 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.

Pastor J.C. Hopkins of Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS 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, 6:14
Council District No. 4 Greg Shaw	Present
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, Executive Assistant to the City Clerk-Treasurer Myranda Staples, Attorney Megan Zingarelli, Information Technology Director Chris White, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Director of Facilities & Grounds Gerald Smith, Human Resources Director Kelli Bracci, Parks & Recreation Director Kory Alfred, Deputy Revenue Officer Ivon Williams.

Public Attendance registered: Daniel Feld, Paul Duskin, Jeff Burgreen, Tammy Burgreen, Jonathan Arnold, Jamie Koshofer, Boyd Reed, Margi Daly, Mickey Donahue, Billie Goodson, Jocelyn Broer, Jennifer Coe, Richard Dodson, Alice Lessmaener, Jennifer Suckow, Matt Spencer, Alecia Spencer, Mark Anderson, Chad Anderson, David Bier, Garrett Fehrmann, Kenneth Jackson, Daniel Kerabuz, Robert Barlow Blake, John Aer, Don Spencer.

AMENDMENTS TO AGENDA

No Amendments to the Agenda. City Attorney, Megan Zingarelli noted that Resolution No. 2025-48-R had been updated to reflect the correct department, Parks & Recreation.

APPROVAL OF MINUTES

MINUTES NO. 2025-02-RG DATED JANUARY 27, 2025

Council Member Shaw moved to approve Minutes No. 2025-02-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

BEBE OETJEN - PRESENTATION TO CITY COUNCIL

Bebe Oetjen along with the President of the Republican Women of Madison, Sheila Bannister, presented an American flag to City Council. Congressman Dale Strong donated the flag. Bebe Oetjen is requesting that the flag be reserved for the Community Center. She asked if the flag could be present in the room when the Republican Women of Madison have their meetings. The Republican Women of Madison offered their assistance in acquiring a stand for the flag if needed.

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.

JOHN BURKE (DISTRICT 5)

Mr. Burke appeared before Council and Mayor Finley to voice his concerns on the following items:

- Code enforcements for easements and drainage

JEFF BURGREN

Mr. Burgreen appeared before Council and Mayor Finley to voice his concerns on the following items:

- Red light at Huntsville Browns Ferry Road and Burgreen Road
- Roadside mowing in area of Huntsville Browns Ferry Road and Burgreen Road

MATT SPENCER (DISTRICT 2)

Mr. Spencer appeared before Council and Mayor Finley to voice his concerns on the following items:

- Road conditions on Morris Drive
- Multiple hidden views
- No existing shoulder
- No stripes on road
- Speed limit not abided by

BEBE OETJEN (DISTRICT 7)

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

- New equipment in Ceramics at Community Center
- Restrooms at Community Center
- Trains coming through during school release

MARGI DALY (DISTRICT 6)

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

- Corruption in government
- Space Force
- Misuse of funds
- Pool contract at Dublin

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,258,678.76
Special General Operating Accounts	\$2,411.39
ADEM Storm Drainage	\$5,789.00
½ Cent Capital Replacement	\$25,194.73
Gasoline Tax & Petroleum Inspection fees	\$17,915.05
Library Building Fund	\$20,989.75
Water Distribution & Storage	\$1,276,084.15
Venue Maintenance	\$172,446.60

Regular and periodic bills to be paid

Resolution No. 2025-013-R: Approving an annual Appropriation Agreement with the United Way of Madison County for FY 25 (\$12,500 to be paid from General Operating account)

Resolution No. 2025-014-R: Approving an annual Appropriation Agreement with the Chamber of Commerce of Huntsville Madison County for FY 25 (\$50,000 to be paid from General Operating account)

Resolution No. 2025-025-R: Authorizing the disposal of certain Municipal Court Department records in accordance with the Alabama Unified Judicial Record Retention Schedule

Resolution No. 2025-062-R: Authorizing the purchase of software licensing from SHI International Corp. through NASPO (\$1,752.60 to be paid from IT Department budget)

Authorization for the Facilities and Grounds Department to solicit bids for groundskeeping services for City facilities

Authorization of second payment to GPR-South Madison LLC pursuant to Resolution No. 2024-162-R approved on July 8, 2024 (\$300,000 to be paid from General Services Special Projects)

Acceptance of a donation from PropertyRoom.com (\$217.06 to be deposited into Police Department Donation account)

Council Member Shaw seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
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:

- Attended the School Board Meeting on Thursday, February 6, 2025. Dr. Nichols gave an overview of the capital requirements. Dr. Nichols has requested a meeting with Mayor Finley & Council President Seifert.

- **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Industrial Development Board annual report
- Industrial Development Board works with new industries and current industries on expanding their footprint in Madison
- New FedEx building
- Over 750 Industrial jobs in over 10 years
- Over 850,000 square feet of Industrial space supported

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

No new business

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Johnson Pool bid, an open bid
- Bid was less than half of the price of the nearest two bids
- Bid was at cost to save the city money

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thanked State Senator Arthur Orr for sponsoring the All Girls State Chess Championship
- Congratulated Madison City Schools on their success in the Championship

COUNCIL DISTRICT NO. 6 KAREN DENZINE

No new business

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- The School Board Meeting held on Thursday, February 6, 2025, was informative with a lot of good data

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF RYAN BROWN TO PLACE 1 OF THE ZONING BOARD OF APPEALS WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Powell nominated Ryan Brown for appointment to the zoning board of appeals. There being no further nominations, Mr. Brown was appointed by acclamation.

APPOINTMENT OF ERICA DESPAIN TO THE LAND TRUST OF NORTH ALABAMA WITH A TERM EXPIRATION OF DECEMBER 31, 2026

There being no further nominations, Mrs. DeSpain 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.

RESOLUTION NO. 2025-053-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM LC TM, INC., DOING BUSINESS AS LOLA'S COCINA FOR THEIR LOCATION AT 114 MOON SHOT DRIVE, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed the Council that this is a new location and added that everything is in order for Council action. Council President Seifert opened the floor for public comments regarding this request. Margi Daly asked if the location had formerly been a gas station? Council assured her that this is a new business with a new building. There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Powell moved to approve Resolution No. 2025-053-R. Council Member Shaw seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-054-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM LA PLACITA GRILL, LLC, DOING BUSINESS AS LA PLACITA GRILL FOR ITS LOCATION AT 401 HUGHES ROAD, SUITE 4, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed the Council that this location had been sold and is under new ownership. Council President Seifert opened the floor for public comments regarding this request. Margi Daly stated that La Placita is the best Mexican restaurant in town. There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2025-054-R. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-424: ZONING CERTAIN PROPERTY OWNED BY BERNICE WOODS CONSISTING OF 0.46 ACRES LOCATED AT 131 FORREST DRIVE, NORTH OF FORREST DRIVE AND WEST OF NANCE ROAD, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 12/30/2024)

Director of Development Services Mary Beth Broeren informed the Council that this is a request to zone property upon Annexation. Council President Seifert opened the floor for public comments. There being none, Council President Seifert closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Proposed Ordinance No. 2024-424. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-427: ZONING CERTAIN PROPERTY OWNED BY ENGLISH RE, LLC, CONSISTING OF 1.4 ACRES LOCATED AT 7301 HWY 72, SOUTH OF HWY 72 AND EAST OF RAINBOW DRIVE, TO B3 (GENERAL BUSINESS) UPON ANNEXATION (FIRST READING 12/30/2024)

Director of Development Services Mary Beth Broeren informed the Council that this is a request to zone property upon Annexation. Council President Seifert opened the floor for public comments. Margi Daly expressed her concerns about the developers. She feels uncertain what the developers will do with the property. There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Spears moved to approve Proposed Ordinance No. 2024-427. Council Member Shaw seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-429: REZONING CERTAIN PROPERTY OWNED BY JOHN W. BURGREN ESTATE CONSISTING OF 37.72 ACRES LOCATED NORTH OF HUNTSVILLE-BROWNS FERRY ROAD, EAST OF OAKLAND CHURCH FROM AGRICULTURE TO RESIDENTIAL CLUSTER DISTRICT NO. 2 (FIRST READING 12/30/2024)

Director of Development Services Mary Beth Broeren informed the Council that this is a request to rezone property within City limits from Ag to cluster.

Council President Seifert opened the floor for public comments.

The following citizens spoke during the opened Public Hearing:

- Jocelyn Broer inquired what percentage of the older trees will be kept? She also inquired if this was on track with the Madison on Track 2045 plan? She asked for an updated number of students living in apartments in Madison.
- Sheila Bannister expressed her concerns over traffic and road work. Especially concerning Huntsville Browns Ferry Road, Burgreen Road, and Holladay Boulevard.
- Margi Daly stated her concerns over the Burgreen estate. She expressed that she feels proper infrastructure is not in place. Multiple motor vehicle accidents in this area.
- Matt Spencer expressed his concerns about road conditions and infrastructure. He would like to see more patrolling of the area as many citizens do not abide by the speed limit.
- Donald Spencer commented on his concerns on Morris Road. He feels the road is too narrow and needs improvement.

Director of Development Services Mary Beth Broeren addressed that mature trees have been considered and as many as possible are being kept. If a tree must be removed, two will be planted in its place. Staff does not recommend additional commercial zoning in this area. Staff feels the Village at Oakland Springs is a more effective use of commercial development.

Mayor Finley addressed Ballpark apartments have a total of 1848 units. As of January 25, 2025, 147 of these units house students. With a student per unit average of .08.

There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-429. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-431: ZONING CERTAIN PROPERTY OWNED BY LILY LANDHOLDINGS, INC. CONSISTING OF 89.27 ACRES LOCATED SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD AND WEST OF BOWERS ROAD FROM AGRICULTURE TO RESIDENTIAL DISTRICT 2 (FIRST READING 12/30/2024)

Director of Development Services Mary Beth Broeren informed the Council that this is a request to rezone property within City limits from Agricultural to Cluster zoning. Council previously denied a zoning request for the property in October of 2024. The applicant has reapplied with the same request. They went back to the Planning Commission in December of 2024. The Planning Commission changed its original recommendation and is now recommending denial of the request. Since the Planning Commission meeting, the developers have revised the original plan to reduce the number of units by eight and increase the storm water detention pond.

Council President Seifert opened the floor for public comments.

The following citizens spoke during the opened Public Hearing:

- Developer Mark Anderson reviewed changes that have been made to the original plan:
 - increased the set aside from 20% to 31%
 - decreased the total lot count from 198 to 190
 - significantly increased the size of the retention pond
 - decreased density
 - completed a traffic study showing no road improvements were needed
- Daniel Feld, Civil Engineer with 2 The Point Incorporated, spoke regarding the drainage.
 - west side drains into a depression
 - water then drains back to the southeast
 - the depression will be increased to hold more water
 - property to the south partially drains onto the subject property
- Jeff & Tammy Burgreen, property owners to the South, East, and West of the proposed development explained that the area is all farmlands. They are concerned about

drainage. They do not feel that the infrastructure is in place for this development. They feel it will create dangerous traffic situations. They also feel the area is not monitored like it should be by Police or Public Works.

- Mayor Finley commented that the area does have a Police and Public Works presence. He commented that you could say the area doesn't have enough presence, but it doesn't feel it is right to say that the area has no presence. Mayor Finley feels they do a good job in the area.
- Jocelyn Broer stated her concern over farmers livelihood's being affected. She mentioned the low water table. She expressed her concern over sustainability. Jocelyn read a quote that said, "This property can be zoned in a way that does both. It could be residential property with acreage. Those types of properties are highly desirable in Florida or an area for landscape shrub tree business. There is nothing like this in this area and would be highly desirable in high growth areas such as we are experiencing. It could even be an Equestrian-type property. With a loss of Sunshine Oaks, this would be a way to incorporate some of old Madison in a new way. Keeping more of the green and also not impacting the income of a working farm and the neighbor next door."
- Council President Seifert explained that the quote read by Jocelyn Broer was not his quote.
- Margi Daly stated she is against this project. She feels the farms will be flooded and that the current roads are dangerous. She asked if a soil study has been done? She mentioned the National Department of Education has been abolished. Will we have funds for schools?
- Council President Seifert asked Margi to please stay on topic.
- Council Member Powell stated that the National Department of Education has nothing to do with the topic at hand.
- Margi Daly stated we need to remove the penny tax from the food. Not ask for an extension. We have to do this for all the developers. It was only supposed to be for James Clemens.
- Mayor Finley stated that this has nothing to do with the topic at hand.
- Council President Seifert told Margi she was off topic and if done again she would be finished speaking.
- Donald Spencer stated that he feels the Developer has met all required standards. He stated that taxes will not be generated by the 30% of the property that will remain open. He feels this is not a good stewardship of available resources.
- Peter Tremco stated he is pleased to see large-lot houses being developed. He feels the developers should be responsible for improving roads. He inquired about the City's standards for development.

- John Cole stated his concerns over weather patterns, particularly tornadoes. What is the plan for storm shelters?

There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-431. Council Member Shaw seconded.

Council Member Wroblewski stated that she continues to have concerns with the impact this would have on the schools. An additional 190 homes, infrastructure, narrow roads, and chemicals that are present in the area. She stated that she does not see enough change in this revised plan to make it advantageous for the city.

Council Member Spears asked Director of Development Services Mary Beth Broeren what the Planning Commission comments were when this was presented the second time. Director of Development Services Mary Beth Broeren replied that The Planning Commission inquired about the agricultural uses in the proximity. Council President Seifert stated that he had the email available from the City Attorney summarizing concerns from the Commission's meeting. The email stated that some of the questions/concerns were: potential negative impacts of the proposed development on drainage to neighboring farmland, neighboring farmers' livelihood and ability to farm being affected, increased traffic, traffic study, chemicals, pollutants, construction development draining into farmland, and vice versa.

Council Member Wroblewski asked if this passed the first time it went before Planning Commission? Director of Development Services Mary Beth Broeren replied that it did pass the first time going before Planning Commission. It did not pass the second time going before Planning Commission.

Director of Development Services Mary Beth Broeren addressed that this property is not in the flood plain and there is no flood plain near the property. This is an agricultural field and there is no stream in this area. There are no water resources that are at risk.

Council Member Bartlett stated that in the previous vote we would get the Right-of-Way of Henderson. Member Bartlett asked Director of Development Services Mary Beth Broeren what would we get with the revised plan? Director of Development Services Mary Beth Broeren replied that there isn't a need for any additional right-of-way on Bowers Road with the revised plan. There is discussion of the possibility of a road on the West side. The developer has agreed to comply with the zoning ordinance and create a 50-foot buffer. There is a provision on the plan that we would be able to get half of the right-of-way if we wanted to go forward with that and there would still be remaining buffer along the West edge. The developers have agreed to put in a 10-foot sidewalk along Bowers Road.

Director of Development Services Mary Beth Broeren addressed that there is no plan for a Greenway to go through this property.

Council Member Powell asked where potential roads would be. Director of Development Services Mary Beth Broeren replied there is potential for a road to the West. If a road were to go forward, half of that area would be a road and half would be a landscape buffer.

Council Member Powell asked who owns the property to the West. Director of Development Services Mary Beth Broeren replied she did not recall.

Council President Seifert asked where the output of the detention pond was at Bowers Road? Director of Development Services Mary Beth Broeren replied there is a ditch on Bowers Road. Council Member Seifert stated that he understood that the ditch was not the developer's responsibility. Director of Development Services Mary Beth Broeren replied that that was correct. Council Member Seifert asked if that ditch was suited for that kind of flow? Director of Development Services Mary Beth Broeren replied that the issue was discussed at the Planning Commission meeting, and it was determined that the ditch is not suited for a heavy storm event. At the meeting, the project engineer stated that by creating a large detention area, it

would regulate the amount of flow of water to the ditch during a storm, which would improve current conditions.

Director of Engineering Michael Johnson explained that any time development is considered, there is a pre-development condition. They must figure out where the water is going and where it will go to. In post-development they meet the Storm Water Management's requirements to ensure that is not exceeded. The function of the retention pond is to hold water and release it slowly. The retention pond will reduce the flow rate.

Council Member Powell asked how the water currently drains. Daniel Feld, Civil Engineer with 2 The Point Incorporated addressed that there are several drain basins that flow into a larger basin.

Council Member Powell asked Mr. Burgreen what property he owns in the area. Mr. Burgreen answered that he owns the property to the South. Council Member Powell stated that this new development could potentially soak up some of the water that Mr. Burgreen would need for his farmland. Mr. Burgreen confirmed that this was correct.

Council Member Denzine asked how much agricultural land is in Madison? She asked if we develop this land, will we lose some of our potential farmers? Director of Development Services Mary Beth Broeren replied that not all agricultural zoned land in Madison is used for farming. She estimated around 300 acres of land in Madison is zoned for agricultural zoning. Council Member Denzine asked if we are taking away from our agricultural ability by developing this land? Council Member Denzine stated that it has been the desire of the people to not fill up the city with just housing.

Council Member Powell stated that he understood the concern to maintain agriculture, but that people still need a place to live. Either we stop growing or we grow.

Council Member Wroblewski stated that she agrees that we need to grow but grow intentionally. There is an ebb and flow with people, they will come and go. Council Member Powell stated that one of the largest tax incomes comes from Construction. There must be money to fund improving infrastructure and roads. Council Member Wroblewski stated that she feels there are better choices.

The roll call vote was taken and recorded as follows:

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

Motion did not pass.

DEPARTMENTAL REPORTS

CITY CLERK

PROPOSED ORDINANCE NO. 2025-027: AMENDING ORDINANCE NO. 2011-299 "ESTABLISHING POLLING LOCATIONS FOR MUNICIPAL ELECTIONS IN THE CITY OF MADISON" BY CHANGING POLLING LOCATION FOR COUNCIL DISTRICTS 1, 2, AND 4 IN LIMESTONE COUNTY TO JAMES CLEMENS HIGH SCHOOL (FIRST READING 01/27/2025)

Council Member Spears moved to approve Ordinance No. 2025-027. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO 2025-042-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BUILDING AND EARTH SCIENCES, INC., FOR SOIL AND MATERIAL TESTING DURING CONSTRUCTION ON PROJECT 22-006 | PALMER PARK PEDESTRIAN BRIDGES (AMOUNT NOT TO EXCEED \$10,320, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-042-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2025-043-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC., FOR PROJECT 25-006 | MILL AND SULLIVAN INTERSECTION IMPROVEMENTS TO DESIGN THE REPLACEMENT OF THE SIGNAL AND ADD RIGHT TURN LANES (AMOUNT NOT TO EXCEED \$249,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2025-043-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-055-R: AWARD OF BID NO. 2025-003-ITB | SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS TO ROGERS GROUP, INC., FOR THE BASE BID AND ADDITIVE ALTERNATE #1 (\$1,385,200 TO BE PAID FROM FUND 38: 38-150-00-2941-23)

Council Member Spears moved to approve Resolution No. 2025-055-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES & GROUNDS

RESOLUTION NO. 2025-060-R: AUTHORIZING AMENDMENT TO AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR DEVELOPMENT OF ARCHITECTURAL PLANS FOR RENOVATION OF THE TOYOTA FIELD MAINTENANCE AREA, CONSTRUCTION OF A NEW MAINTENANCE BUILDING, AND RELOCATION OF THE OUTFIELD WALL (\$385,500 TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)

Council Member Wroblewski moved to approve Resolution No. 2025-060-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-064-R: AUTHORIZING AMENDMENT TO AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR DEVELOPMENT OF ARCHITECTURAL PLANS FOR PREPARATION OF CONSTRUCTION DOCUMENTS FOR OUTFIELD BUILDING CONSISTING OF VISITOR LOCKER ROOM LEVEL AND CONCOURSE LEVEL (\$156,500 TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)

Council Member Spears moved to approve Resolution No. 2025-064-R. Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2025-044-R: AUTHORIZATION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE MADISON POLICE DEPARTMENT (POLICE OFFICER RECRUIT, POLICE OFFICER I, AND POLICE OFFICER II)

Council Member Wroblewski moved to approve Resolution No. 2025-044-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-047-R: AUTHORIZATION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE MADISON HUMAN RESOURCES DEPARTMENT (DEPUTY DIRECTOR, HR ANALYST, AND HR ASSOCIATE)

Council Member Wroblewski moved to approve Resolution No. 2025-047-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-048-R: AUTHORIZATION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE PARKS AND RECREATION DEPARTMENT (PROGRAM COORDINATOR - EXCEPTIONAL NEEDS)

Council Member Denzine moved to approve Resolution No. 2025-048-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-052-R: AUTHORIZATION TO CREATE AN ADDITIONAL CLASSIFICATION FOR THE MADISON POLICE DEPARTMENT ON THE GENERAL CLASSIFICATION PLAN (PROPERTY AND EVIDENCE TECHNICIAN)

Council Member Denzine moved to approve Resolution No. 2025-052-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

This is a first reading only

PLANNING

PROPOSED ORDINANCE NO. 2024-422: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY BERNICE WOODS LOCATED AT 131 FORREST DRIVE (FIRST READING 12/30/2024)

Council Member Spears moved to approve Proposed Ordinance No. 2024-422. Council Member Shaw seconded. The vote was taken and recorded as follows:

- Council Member Connie Spears Aye
- Council Member Greg Shaw Aye
- Council Member John Seifert Aye
- Council Member Maura Wroblewski Aye

Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2024-425: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY ENGLISH RE, LLC, LOCATED AT 7301 HWY 72 (FIRST READING 12/30/2024)

Council Member Spears moved to approve Proposed Ordinance No. 2024-425. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-045-R: APPROVING SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH DILTINA DEVELOPMENT CORPORATION AND SOUTHERN LATITUDE INVESTMENTS, LLC (PERTAINING TO BELLAWOODS SUBDIVISION)

Council Member Spears moved to approve Resolution No. 2025-045-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-046-R: APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH DAVIDSON HOMES, LLC AND SECOND WIND LAND COMPANY, LLC (PERTAINING TO MADISON HEIGHTS SUBDIVISION)

Council Member Wroblewski moved to approve Resolution No. 2025-046-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Nay
Council Member Greg Shaw	Nay

Council Member Connie Spears	Nay
Council Member John Seifert	Nay
Council Member Teddy Powell	Nay
Council Member Ranae Bartlett	Nay
Council Member Karen Denzine	Nay

Motion did not pass.

RECREATION

RESOLUTION NO. 2025-033-R: AWARD OF BID NO. 2025-001-ITB, DUBLIN PARK POOL REPAIRS TO JOHNSON POOLS AND CONSTRUCTION (\$19,385.00 TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-033-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	Recused
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

A Work Session will be held Wednesday, February 19, 2025, at 5:30.

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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 9:04 p.m.

Minutes No. 2025-03-RG, dated February 10th, 2025, read, approved and adopted this 18th 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

RESOLUTION NO. 2025-072-R

**ACCEPTING DONATION FROM THE
AMERICAN YOUTH SOCCER ASSOCIATION**

WHEREAS, the American Youth Soccer Association Region 498 (“AYSO”), a non-profit corporation, desires to make a donation to the City of Madison’s Parks and Recreation Department in the amount of one hundred fifty thousand dollars (\$150,000.00) to assist the City with construction costs for the Palmer Park and Dublin Park Soccer Lighting Project; and

WHEREAS, the City Council finds that a public purpose will be served by the City of Madison Parks and Recreation Department’s receipt of AYSO’s donation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to accept the AYSO donation to provide funding for the Palmer Park and Dublin Park Soccer Lighting Project.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of February 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 February 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-074-R

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH KULTURECITY

WHEREAS, §36-32-3.1 of the Code of Alabama requires Alabama firefighters to have training related to interacting with individuals with sensory needs or invisible disabilities within six months of becoming certified and every other year; and

WHEREAS, KultureCity is an authorized provider of said training and has offered the required course at no cost to the City;

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,” with KultureCity, a nonprofit organization focused on sensory accessibility and acceptance for those with invisible disabilities, offering to provide the Madison Fire Department with online training;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of February 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 February 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on _____, 2025 (the “**Effective Date**”), by and between KultureCity, with an address of 732 Montgomery Highway, PMB 392 | Vestavia Hills, AL 35216 (hereinafter referred to as “**_KultureCity_**”), and _____, with an address of _____ (hereinafter referred to as “_____”) (collectively referred to as the “**Parties**”).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. The mission of KultureCity sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post-traumatic stress disorder, Parkinson’s, obsessive compulsive disorder, attention deficit hyperactivity disorder and others. KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user’s accessibility to a certain time or location.
 2. Partnership is valid for 3 years with the option to renew again after 3 years

RESPONSIBILITIES OF THE PARTIES

1. KultureCity to provide:
 - a. Online training, testing and certification staff
 - b. Yearly online recertification training
 - c. Access to administration portal
 - d. Ship sensory bags upon 50% trained and payment received
 - e. KultureCity® mobile app and website integration
 - f. Assistance with website content for launch and "social story"
 - g. Organization will be designated as Sensory Inclusive™ upon proof of 50% staff training completion and completion of approved social story
2. Organization will:
 - a. Train 50% of staff every other year
 - b. send social story pictures to build onto the KultureCity app

COST

- All cost in USD

- \$1000 / year for training – covered by KultureCity
- sensory bags \$30/bag + \$3/bag packing fee - covered by Abram Colin Act

INTELLECTUAL PROPERTY

KultureCity® is the sole owner of registered trademarks and copyrighted training materials which remain the sole property of KultureCity®. During the term of this Agreement, Recipient agrees to use such intellectual property only as approved by KultureCity® and agrees to remove or return all KultureCity® branded advertising or training items immediately upon termination of the Agreement. Recipient may not use any KultureCity® signage, branding, training materials, sensory bags or KultureCity® intellectual property following termination, for any reason, of this agreement. Should Recipient fail to promptly remove or return all items, Provider shall be entitled to injunctive relief.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Total # of firefighters: _____

Total # of vehicles: _____

RESOLUTION NO. 2025-075-R

A RESOLUTION AUTHORIZING MAYOR TO ACCEPT QUOTATION FROM TYLER TECHNOLOGIES, INC., FOR NEW WORLD SOFTWARE MAINTENANCE AND SUPPORT SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from Tyler Technologies, Inc., for maintenance and support services of the New World Services Logos Software system, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Invoice 045-500359a" dated February 15, 2025, 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 24th day of February 2025.

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

ATTEST:

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

APPROVED this 24th day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



Remittance: Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Table with Invoice No (045-500359a), Date (02/15/2025), and Page (1 of 3)

Questions: Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1 Email: ar@tylertech.com



Bill To: CITY OF MADISON 100 HUGHES ROAD MADISON, AL 35758-1110

Ship To: CITY OF MADISON 100 HUGHES ROAD MADISON, AL 35758-1110

Summary table with columns: Cust No.-BillTo-ShipTo, Ord No, PO Number, Currency, Terms, Due Date

Main invoice table with columns: Contract Date, Description, Units, Rate, Extended Price. Includes contract details for Madison, AL.



Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-500359a	02/15/2025	2 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Ship To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50064 - MAIN - MAIN	219514		USD	NET15	03/02/2025

Contract Date	Description	Units	Rate	Extended Price
17/Mar/2020	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,676.20	1,676.20
17/Mar/2020	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	3,353.75	3,353.75
17/Mar/2020	SUPPORT & UPDATE LICENSING - LICENSING (ANIMAL, BUSINESS, CONTRACTOR) Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	602.02	602.02
17/Mar/2020	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,514.97	2,514.97
17/Mar/2020	SUPPORT & UPDATE LICENSING - myINSPECTIONS - UNLIMITED USERS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	602.02	602.02
17/Mar/2020	Support & Update Licensing - MyMobility Server Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,738.18	2,738.18
17/Mar/2020	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,397.50	1,397.50
17/Mar/2020	SUPPORT & UPDATE LICENSING - PERMITS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,514.97	2,514.97
17/Mar/2020	SUPPORT & UPDATE LICENSING - PROJECT PLANNING Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,514.97	2,514.97
17/Mar/2020	SUPPORT & UPDATE LICENSING - CD ANALYTICS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,397.50	1,397.50
17/Mar/2020	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	0.00	0.00
17/Mar/2020	SUPPORT & UPDATE LICENSING - FM ANALYTICS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,397.50	1,397.50
17/Mar/2020	SUPPORT & UPDATE LICENSING - HR ANALYTICS Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,397.50	1,397.50
17/Mar/2020	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,793.64	2,793.64
17/Mar/2020	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	754.91	754.91
17/Mar/2020	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,095.81	1,095.81
17/Mar/2020	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,095.81	1,095.81
17/Mar/2020	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments) Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	2,514.97	2,514.97



Remittance: Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-500359a	02/15/2025	3 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Ship To: CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758-1110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50064 - MAIN - MAIN	219514		USD	NET15	03/02/2025

Contract Date	Description	Units	Rate	Extended Price
17/Mar/2020	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,397.50	1,397.50
25/Jun/2024	Integrated Credit Card Processing - Maintenance Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	0.00	0.00

****ATTENTION****

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	73,351.99
Credit Memo 501867	-2,514.97
Invoice Total	70,837.02

RESOLUTION NO. 2025-071-R

**AUTHORIZING PUBLISHING OF FEBRUARY 19, 2025, CITY COUNCIL
WORK SESSION**

WHEREAS, the City Council adopted Resolution No. 2021-381-R to provide a policy for video streaming, recording, and long-term archiving of City Council, Planning Commission, and Zoning Board of Adjustment meetings;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to said Resolution No. 2021-381-R, the Council will require that the February 19, 2025, archived City Council Work Session shall be published for subsequent viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of February 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 February 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-056-R**RESOLUTION TO AWARD BID NO. 2025-004-ITB FOR THE
MILL ROAD SIDEWALK EXTENSION PROJECT TO MILLER &
MILLER, INC.**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-004-ITB for the Mill Road Sidewalk Extension project (herein “the Project”); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about February 12, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **MILLER & MILLER, INC.**, is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid’s Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **MILLER & MILLER, INC.**, on behalf of the City.

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 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **MILLER & MILLER, INC.**, as the lowest responsible, responsive bidder in the Bid amount of **two hundred fifty-six thousand nine hundred twenty-two dollars (\$256,922.00)**, such amount being the total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **MILLER & MILLER, INC.**, of the City’s intent to make such aware and are also authorized to

proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **MILLER & MILLER, INC.**, completing and submitting to the City such documents, information and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **MILLER & MILLER, INC.**, for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: 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 **MILLER & MILLER, INC.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 24th day of February 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 February 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-004-ITB / Mill Road Sidewalk Extension
Issued January 22, 2025

BID TABULATION

BIDDER NAME	Miller & Miller, Inc.	Grayson Carter & Son Contracting, Inc.	APAC – Alabama, Inc.	Wiregrass Construction Company, Inc.	Lambert Contracting, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y
ACKNOWLEDGED ADDENDUM 1	Y	Y	Y	Y	Y
TOTAL BASE BID	\$256,922.00	\$296,454.05	\$304,388.34	\$346,287.00	\$427,138.88

**Engineer's Estimate \$277,786.00

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 13th day of February, 2025.



Kristen N Bruseth
 Notary Public

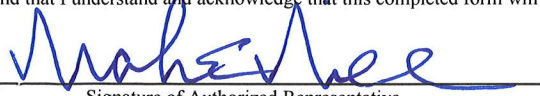
Bidder Pricing Sheet
2025-004-ITB | Mill Road Sidewalk Extension

Item Number	Spec Number	Item Description	Unit Measurement	Quantity	Unit Price	Total
1	201A002	Clearing And Grubbing (Approximately 0.42 acres)	Lump Sum	1	\$ 7,621.50	\$ 7,621.50
2	206C000	Removing Concrete Sidewalk	Square Yard	7	\$ 18.00	\$ 126.00
3	206D002	Removing Curb	Linear Feet	29	\$ 22.00	\$ 638.00
4	209A000	Mailbox Reset Single	Each	1	\$ 850.00	\$ 850.00
5	210A000	Unclassified Excavation	Cubic Yard	340	\$ 20.00	\$ 6,800.00
6	305B078	Crushed Aggregate, Section 825, For Miscellaneous Use	Ton	128	\$ 90.00	\$ 11,520.00
7	408A052	Plane Pavement Approximately 1.10" - 2.0"	Square Yard	120	\$ 14.00	\$ 1,680.00
8	424A356	Superpave Bituminous Concrete Wearing Surface, 3/8" Max. Aggregate, 90lbs/SY	Ton	6	\$ 250.00	\$ 1,500.00
9	529A010	Retaining Wall	Square Feet	358	\$ 95.00	\$ 34,010.00
10	600A000	Mobilization	Lump Sum	1	\$ 30,000.00	\$ 30,000.00
11	618A000	Concrete Sidewalk	Square Yard	691	\$ 104.00	\$ 71,864.00
12	618B000	Concrete Driveway	Square Yard	60	\$ 105.00	\$ 6,300.00
13	618C001	Detectable Warning Surface	Square Feet	64	\$ 30.00	\$ 1,920.00
14	618D000	CurbRamp	Square Yard	13	\$ 250.00	\$ 3,250.00
15	623B002	Concrete Curb, Type A	Linear Feet	20	\$ 35.00	\$ 700.00
16	623B120	Concrete Curb (Special)	Linear Feet	12	\$ 35.00	\$ 420.00
17	641S500	Valve Box Reset	Each	2	\$ 475.00	\$ 950.00
18	650B000	Topsoil from Stockpiles	Cubic Yard	80	\$ 55.00	\$ 4,400.00
19	654A001	Solid Sodding (Bermuda)	Square Yard	1810	\$ 14.00	\$ 25,340.00
20	665A000	Temporary Seeding	Acre	1	\$ 1,030.00	\$ 1,030.00
21	665B001	Temporary Mulching	Ton	1	\$ 1,215.00	\$ 1,215.00
22	665J002	Silt Fence	Linear Feet	310	\$ 5.00	\$ 1,550.00
23	665O001	Silt Fence Removal	Linear Feet	310	\$ 1.25	\$ 387.50
24	665Q002	Wattle (Ditch Check and Inlet Protection)	Linear Feet	180	\$ 8.00	\$ 1,440.00
25	680A001	Geometric Controls	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
26	703A002	Traffic Control Marking, Class 2, Type A	Square Feet	60	\$ 20.00	\$ 1,200.00
27	710A171	Class 4, Aluminum Flat Sign Panels (Type IV Background)	Square Feet	24	\$ 20.00	\$ 480.00
28	710B021	Roadway Sign Post (#3 "U" Channel, Galvanized Steel or 2", 14 GA Square Tubular Steel)	Linear Feet	20	\$ 16.00	\$ 320.00
29	740B000	Construction Signs	Square Feet	236	\$ 10.00	\$ 2,360.00
30	740D000	Channelizing Drums	Each	40	\$ 20.00	\$ 800.00
31	740E000	Cones (36 Inches High)	Each	25	\$ 20.00	\$ 500.00
32	740F002	Barricades, Type III	Each	2	\$ 250.00	\$ 500.00
33	740M001	Ballast For Cone	Each	25	\$ 10.00	\$ 250.00
34	-	Owner Allowance	Lump Sum	1	\$ 25,000.00	\$ 25,000.00
					Total	\$ 256,922.00

Bidder Name: Miller & Miller, Inc.
Address: 2106 Miller Ferry Way SW
City/State/Zip: Huntsville, AL 35801-5362

I, Mark E. Miller, as President 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.

2/12/2025
Date


Signature of Authorized Representative

RESOLUTION NO. 2025-061-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH D. CROSS, CERTIFIED BRIDGE INSPECTOR

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 Joseph D. Cross for professional bridge inspection services for thirty-one (31) bridges located within the City of Madison, 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; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Joseph D. Cross, in the amount(s) and manner set forth in the Agreement authorized 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 24th day of February 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 February 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 Joseph D. Cross, sole proprietor and certified bridge inspector, located at 345 J. Cross Road, Toney, Alabama 35773, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional bridge inspection services for 31 bridges located within the City of Madison; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional bridge inspection services for 31 City of Madison bridges pursuant to ALDOT Memorandum 2025-02 and the Federal Highway Administration’s Specifications for the National Bridge Inventory, said services to be administered according to Consultant’s proposal dated February 4, 2025 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **seven thousand seven hundred fifty dollars (\$7,750.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary

restrictions of the City’s duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant 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 in the course of receiving services from Consultant pursuant to the instant Agreement.

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers’ compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City’s request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled for reasons other than the non-payment of premium by the insurer until thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant’s insurance affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: 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 latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City’s acknowledgement of Consultant’s fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: 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. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: 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 of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: 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 such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: 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 Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758*

*With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*Joseph D. Cross
345 J. Cross Road
Toney, AL 35773
Telephone: 256-679-2574*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: 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. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. 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.
- F. Consultant 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. By signing this Agreement, the parties affirm, for the duration hereof, 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 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.

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 _____, 2025.

Notary Public

Joseph D. Cross
Consultant

By: _____

Printed: _____

Its: _____

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 Joseph D. Cross 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the ____ day of _____, 2025.

Notary Public

February 4, 2025

Joseph D. Cross
345 J. Cross Rd.
Toney, AL 35773
Ph. (256)-679-2574

RE: New SNBI Bridge Inspection
Requirements from (FHWA)

ATTN: Mr. Mike Johnson

I am submitting to you a proposal for the work to be performed.

1. Perform all changes to be made concerning Memorandum 2025-02 for 31 structures. Coding and Entering into BRM.
2. Invoice for work performed.

Price Quote: 7,750.00

Thank you for allowing us to do business with you.
If you have any questions, please feel free to call.

Thanks,

Joseph D. Cross
Certified Bridge Inspector

RESOLUTION NO. 2025-063-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS

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 OHM Advisors for professional construction, engineering, and inspection services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" for the intersection improvements construction project located at Segers Road and Maecille Drive 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 resulting 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 adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment OHM Advisors in a total amount not to exceed **two hundred twenty thousand dollars (\$220,000.00)** to be paid from Fund 38 budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of February 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 February 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 OHM Advisors, located at 209 10th Avenue South, Suite 154, Nashville, TN, 37203, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional construction engineering and inspection services related to the Segers Road and Maecille Drive Intersection Improvements; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional construction engineering and inspection services, as well as design oversight (construction), said services to be completed according to the Consultant's proposal dated January 24, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and

adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **two hundred twenty thousand dollars (\$220,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant 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 in the course of receiving services from Consultant pursuant to the instant Agreement.

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled or non-renewed by the insurer until at least thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: 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 latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: 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. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: 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 of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: 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 such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: 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 Consultant and City. This Agreement supersedes all other

agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Engineering Director
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758*

*With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*James Robert Dearman, PE
Project Manager
OHM Advisors
209 10th Avenue South, Suite 154
Nashville, TN 37203*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: 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. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. 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.
- F. Consultant 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. By signing this Agreement, the parties affirm, for the duration hereof, 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 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.

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 February 2025.

Notary Public

**OHM Advisors
Consultant**

By: _____

Printed: _____

Its: _____

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 _____, whose name as _____ of OHM Advisors, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the ____ day of February 2025.

Notary Public



January 24, 2025

Honorable Paul Finley, Mayor
 City of Madison
 100 Hughes Road
 Madison, AL 35758

RE: Proposal for Construction Engineering and Inspection Services for Segers Road and Maecille Drive Intersection Improvements

Mayor Finley,

We are pleased to submit this letter proposal to provide intermittent construction engineering and inspection (CEI) services for the City of Madison's Segers Road and Maecille Drive Intersection Improvements Project. OHM Advisors' staff have the availability to begin work for the City to help achieve project construction milestones in accordance with the City's schedule for performance of the project. In response to our January 7, 2025, phone conversation regarding the subject project's CEI services, we are pleased to provide our intended scope of services related to construction activities as follows:

Scope of Services

Task 1 – Construction Engineering and Inspection Services

- Observe and document construction progress when on site.
- Observe construction and resolve construction/contractor issues in the field, and if necessary, reject defective work that does not comply with contract documents or specifications.
- Coordinate with the City of Madison's Project Manager (PM) and assist PM in resolving any construction issues or contractor conflicts that require PM resolution.
- Attend pre-construction and construction progress meetings.
- Facilitate change order processes should the need arise. Coordinate with Project Design Engineer if necessary.
- Conduct erosion prevention and sediment control inspections when on site.
- Prepare pay item quantities for review/approval/processing by PM. This includes review of contractor pay applications.
- Develop and maintain "red-line" as-built drawings daily and submit these periodically and at job close-out.
- Verify materials acceptance in accordance with Madison Standards, ALDOT specifications, and approved submittals.
- Respond to requests for information (RFI's) from the contractor.
- Monitor construction progress and communicate to the City with respect to the construction completion deadline of June 1, 2026.

Task 2 – Design Oversight (Construction)

During construction, unforeseen conditions may arise that could require design but is beyond the scope of on-site inspection staff. In this event, the Consultant's Project Design Engineer should be engaged to help resolve design changes. Scope for this task includes:

- Receiving and inputting into CAD features, grades, and/or points from the contractor's surveyor.
- Issuing plan revisions for design changes.
- Providing design for any additions to the project beyond the approved plans as directed by the City.
- Assisting with disputes between the City and the contractor on ALDOT specs, project notes, or project quantities.



Assumptions and Excluded Services

- OHM Field personnel to be on site twice a week to perform observations and coordinate with Contractor. Bi-weekly progress meeting should occur during one of these visits.
- Assuming ROW acquisition process and utility relocation is completed in a timely manner, and understanding the construction deadline of June 1, 2026, this scope of work, schedule, and fee is based on a 12 month construction duration timeline.
- Construction staking is excluded.
- Construction materials testing is excluded.
- Other services not explicitly stated in this contract are excluded.

Note that some of the services listed above may be added under this contract at request from the City. If requested, OHM will provide an Amendment to the Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

Also note that OHM Advisors shall not be held responsible or liable for any tasks, activities, or work performed outside of their direct supervision, presence, or control. OHM Advisors assumes no liability for the quality, completion, or any consequences of work conducted by third parties, subcontractors, or individuals not under their direct oversight. Any actions or events occurring in the absence of OHM Advisors personnel shall be considered beyond their scope of responsibility, and the City assumes full responsibility for such activities.

Schedule and Compensation

Consultant will begin work immediately upon approval and execution of the Letter Proposal, pending contractor selection and construction start. Services will last through the duration of the construction contract.

OHM will perform the above services on a time and material basis based on the attached Hourly Rate Schedule (attached) with a not-to-exceed amount per the table below. OHM will be reimbursed by the client for expenses that may include transportation, lodging, or other purchases authorized by client.

OHM will notify the City in advance if we become aware of unforeseen conditions impacting the estimated cost of services. OHM will not exceed the estimates without the Client’s prior approval.

Task	Description	Fee Type	Fee Estimate
1	Construction Engineering and Inspection Services	Time and materials	\$ 180,000
2	Design Oversight (Construction)	Time and materials	\$ 40,000
Total Fee Budget			\$ 220,000



OHM ADVISORS 2025 HOURLY RATE SCHEDULE

Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$160	\$172	\$186	\$205	\$215
Graduate Engineer	\$140	\$150	\$154	\$162	\$175
Architect/Interior Designer	\$110	\$138	\$165	\$193	\$220
Landscape Architect	\$125	\$130	\$150	\$ 165	\$180
Planner	\$115	\$135	\$160	\$175	\$185
Project Coordinator/Urban Designer	\$85	\$120	\$130	\$155	\$175
Design Technician	\$110	\$128	\$145	\$163	\$180
Technician	\$105	\$123	\$140	\$156	\$165
Project Specialist	\$135	\$165	\$195	\$220	\$235
Professional Surveyor	\$150	\$166	\$180	\$195	\$210
Surveyor	\$110	\$126	\$138	\$153	\$168

Classification	I	II	III
Administrative Support	\$80	\$105	\$130
Technical Aide	\$80	\$85	\$90
Subject Matter Expert	\$235	\$285	\$360

Principal	\$237
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Rates as reflected subject to review and adjustment on an annual basis.
2025 Public Rates 24-0927 (MI OH Public)

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.

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

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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.

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.

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

Date Issued: September 9, 2002

Last Revision: February 10, 2025

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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Date Issued: September 9, 2002

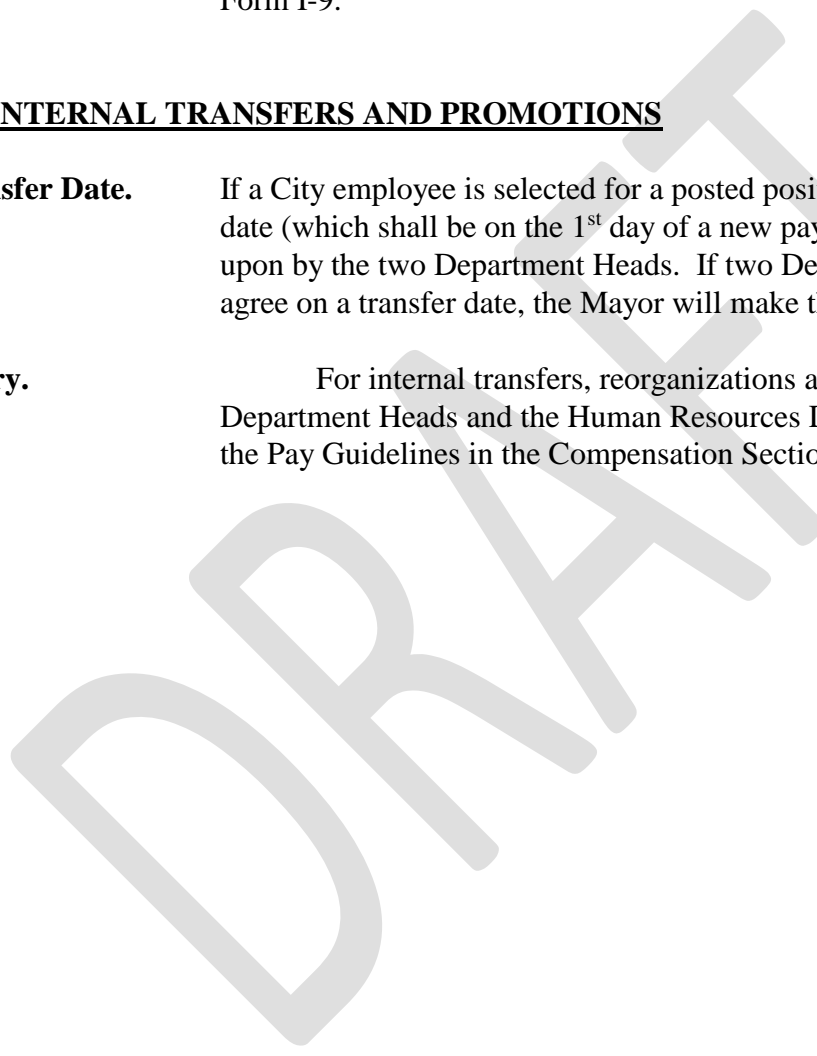
Last Revision: February 10, 2025

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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Last Revision: February 10, 2025

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-

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

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Last Revision: February 10, 2025

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.

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

Date Issued: September 9, 2002

Last Revision: February 10, 2025

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.

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

Date Issued: September 9, 2002

Last Revision: February 10, 2025

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

Policy Section No. 9

Date Issued: September 9, 2002

Last Revision: February 10, 2025

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
9.9	Administrative Leave		18
9.10	Criminal Charges		18

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.*

POLICY: CONDUCT AND DISCIPLINARY POLICY

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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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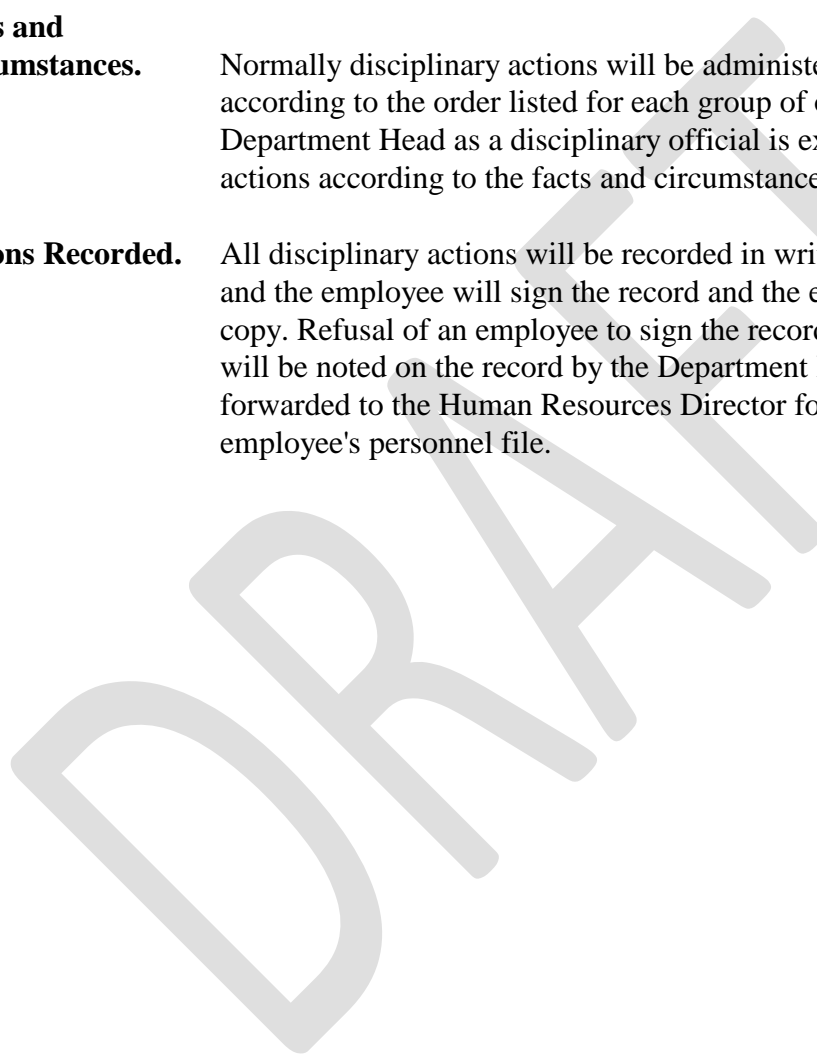
- (12) Failure to immediately (or as soon as possible) report an accident (with injuries or damage to City equipment or property).
- (13) Serious violation of City administrative regulations, department rules, lawful orders, or directions made or given by a supervisor.
- (14) Membership in any organization, 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.

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.



** Italics indicate newer wording.*

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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.

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;

* *Italics indicate newer wording.*

- (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.

** Italics indicate newer wording.*

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.

POLICY: GRIEVANCE PROCEDURES

Policy Section No. 10

Date Issued: September 9, 2002

Last Revision: February 10, 2025

SECTION 10 – GRIEVANCE PROCEDURES			
Section	Topic and Subsections	Subtopic	Pages
10.1	General Provisions	<ul style="list-style-type: none"> <input type="checkbox"/> Eligibility <input type="checkbox"/> Rights <input type="checkbox"/> Timeliness <input type="checkbox"/> Withdrawal <input type="checkbox"/> Management Responsibilities 	2 - 3 2 2 3 3 3
10.2	General Procedure	<ul style="list-style-type: none"> <input type="checkbox"/> Step 1 - Supervisor <input type="checkbox"/> Step 2 – Department Head <input type="checkbox"/> Step 3 – Mayor <input type="checkbox"/> Step 4 -- Council 	4 - 5 4 4 4 – 5 5
10.3	City Council Hearing Process	<ul style="list-style-type: none"> <input type="checkbox"/> Presiding Officer <input type="checkbox"/> Purpose <input type="checkbox"/> Conflict of Interest <input type="checkbox"/> Hearing Date <input type="checkbox"/> Representation <input type="checkbox"/> Preparation <input type="checkbox"/> City Council Decisions <input type="checkbox"/> Order of Presentation 	6 – 8 6 6 6 – 7 7 7 7 7 – 8

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)*

** Italics indicate newer wording.*

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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.

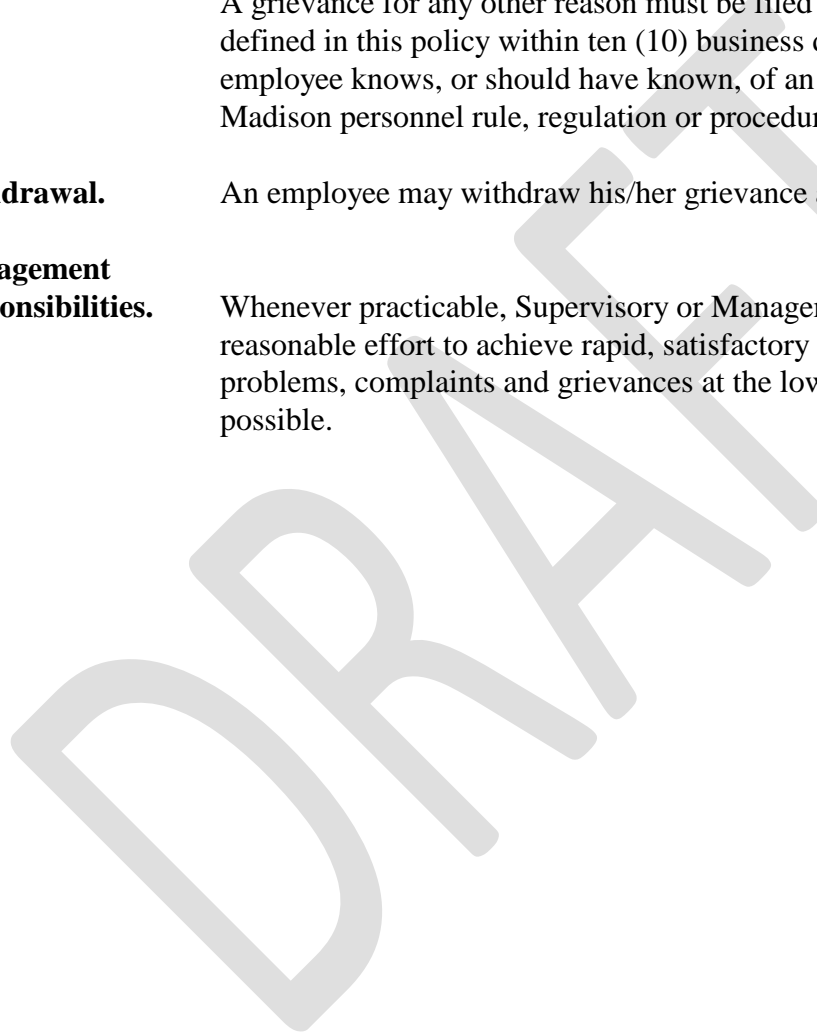
A grievance for any other reason must be filed according to the procedures defined in this policy within ten (10) business days of the date the employee knows, or should have known, of an alleged violation of a Madison personnel rule, regulation or procedure.

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.

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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.

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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

SECTION 12 – COMPENSATION AND BENEFITS			
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12.1	COMPENSATION		2 – 23
	<input type="checkbox"/> 12.1.1	General Provisions <input type="checkbox"/> Policy Statement <input type="checkbox"/> Job Descriptions <input type="checkbox"/> Exempt and Non-Exempt Job Classifications <input type="checkbox"/> Pay Compliance Inquiries (FLSA) <input type="checkbox"/> Classification Plan <input type="checkbox"/> Pay Plans <input type="checkbox"/> Annual COLA <input type="checkbox"/> Reassignments <input type="checkbox"/> Working Out of Classification <input type="checkbox"/> Anniversary Dates	2 – 8 2 2 2 - 4 4 4 - 5 5 5 - 6 6 6 - 7 8
	<input type="checkbox"/> 12.1.2	Classified Sworn Officers—Pay Plan Guidelines	9 - 10
	<input type="checkbox"/> 12.1.3	Certified Firefighters – Pay Plan Guidelines	11 - 12
	<input type="checkbox"/> 12.1.4	General Classification – Pay Plan Guidelines	13 - 14
	<input type="checkbox"/> 12.1.5	Department Heads – Pay Plan Guidelines	15
	<input type="checkbox"/> 12.1.6	Temporary Employees –Pay Plan Guidelines	16
12.2	PAY ADMINISTRATION	<input type="checkbox"/> Pay Period <input type="checkbox"/> Time Sheets and Records <input type="checkbox"/> Overtime and Compensatory Rates <input type="checkbox"/> Approval for Overtime and Compensatory Time <input type="checkbox"/> Compensatory Time Off <input type="checkbox"/> Paramedic Differential Pay <input type="checkbox"/> Fire Officer Administrative Differential <input type="checkbox"/> Police Shift Pay Differential <input type="checkbox"/> Sworn Police Officer Specialized Unit Assignment Pay Differentials <input type="checkbox"/> On-Call Duty and Call-Out	17 17 17 - 18 18 18 - 19 19 19 19 - 20 20 - 21 22 - 23
12.3	BENEFITS	<input type="checkbox"/> Group Insurance <input type="checkbox"/> Group Insurance Changes <input type="checkbox"/> Documentation Requirements <input type="checkbox"/> Deadline Warnings <input type="checkbox"/> Dependents (and Divorce) <input type="checkbox"/> Optional Insurance <input type="checkbox"/> Employee Assistance Program <input type="checkbox"/> Workers’ Compensation <input type="checkbox"/> Employee Self-Service Center	24 24 24 25 25 25 26 26 26
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12.4	SAFETY PROGRAM		33 - 34

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.

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.

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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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*Last Revision: February 10, 2025***12.1.6 TEMPORARY EMPLOYEES PAY GUIDELINES**

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.

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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

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

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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.

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.

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.

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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.

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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

Date Issued September 9, 2002

Last Revision: February 10, 2025

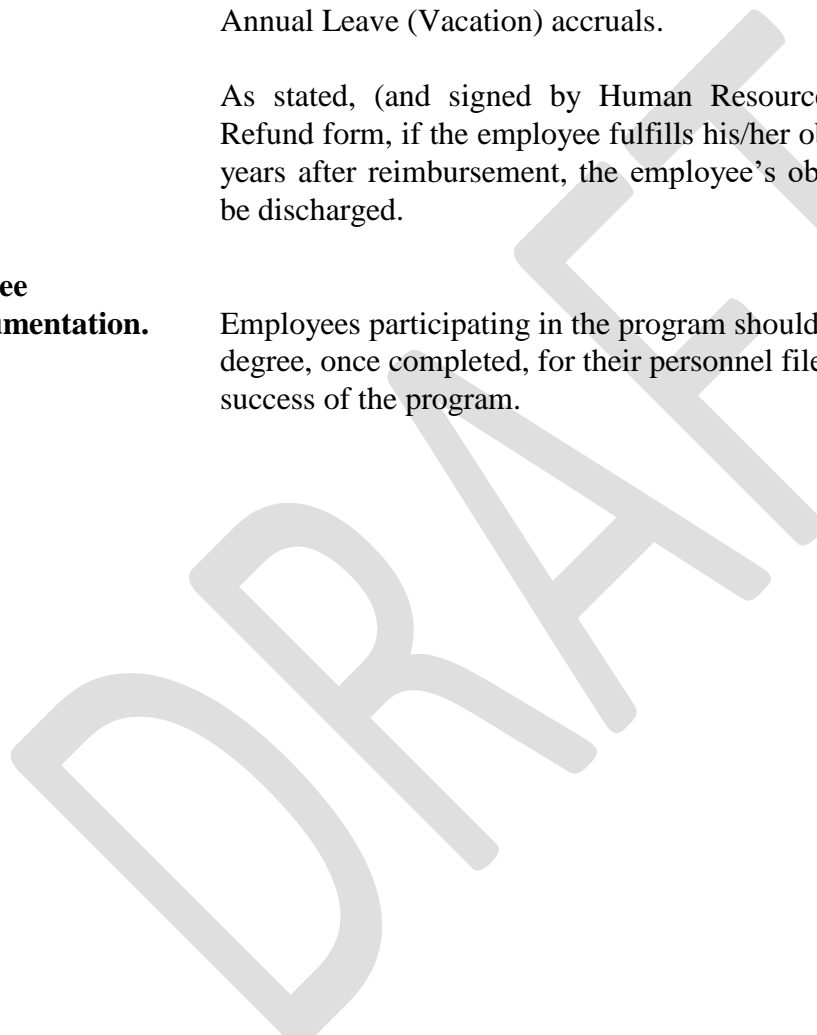
Terms of Reimbursement.

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.



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

Last Revision: February 10, 2025

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

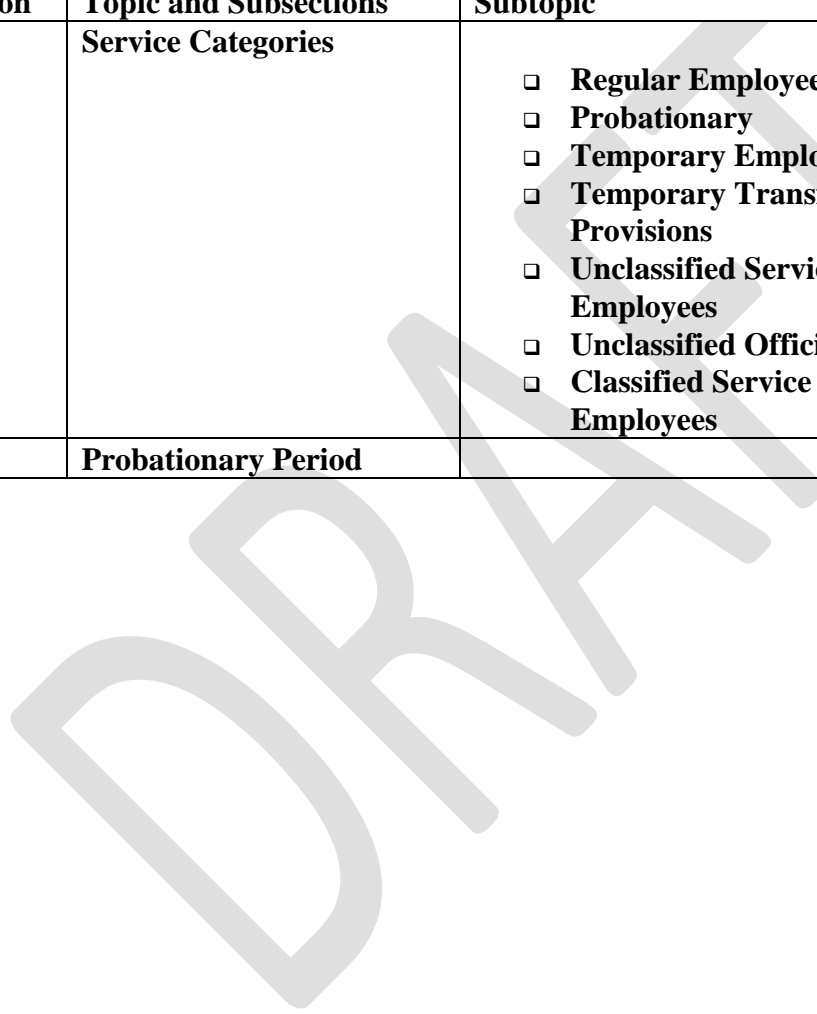
POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3

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.

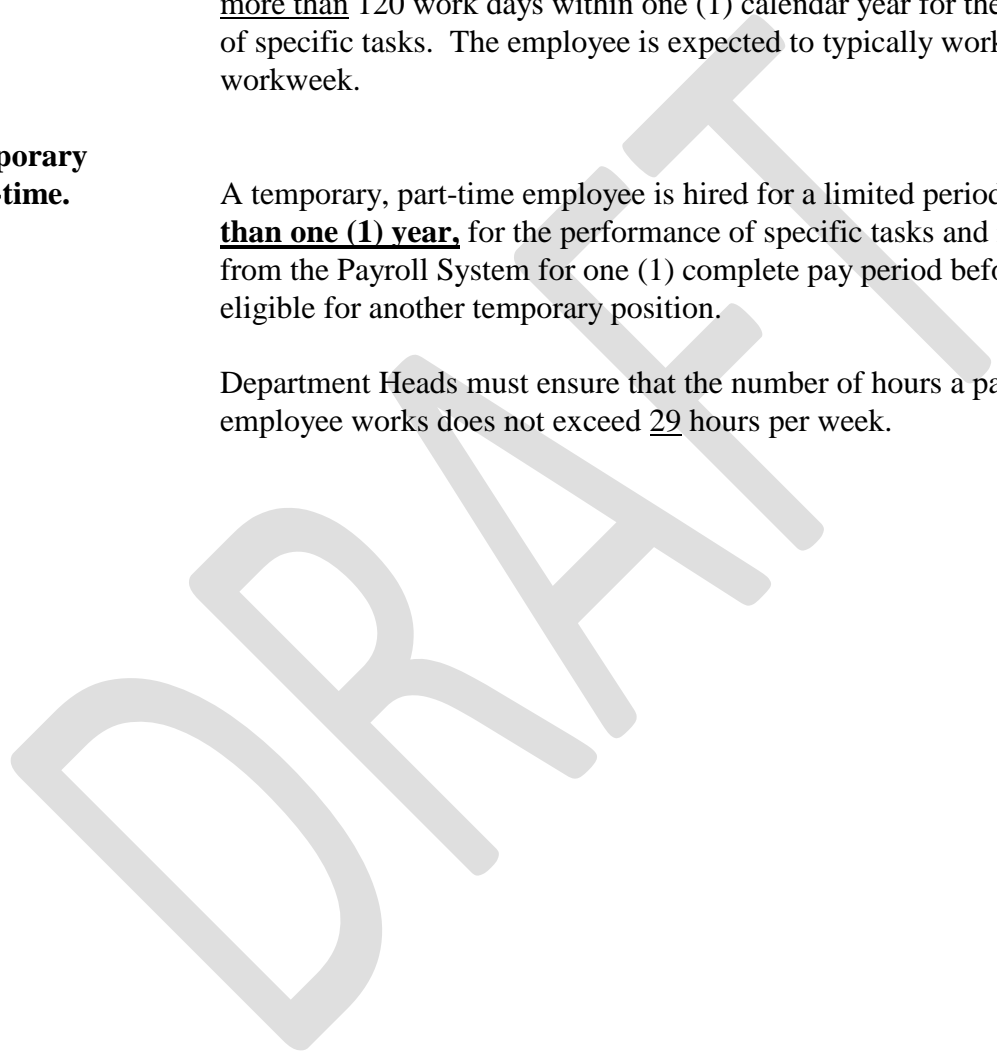
Temporary Full-Time.

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 employe’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 <ul style="list-style-type: none"> □ 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

POLICY: ATTENDANCE AND LEAVE

Policy Section No. 11

Date Issued: June 24, 2002

Last Revision: February 10, 2025

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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Policy Section No. 11

Date Issued: June 24, 2002

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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

POLICY: ATTENDANCE AND LEAVE

Policy Section No. 11

Date Issued: June 24, 2002

Last Revision: February 10, 2025

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

POLICY: ATTENDANCE AND LEAVE

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Date Issued: June 24, 2002

Last Revision: February 10, 2025

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.

POLICY: ATTENDANCE AND LEAVE

Policy Section No. 11

Date Issued: June 24, 2002

Last Revision: February 10, 2025

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

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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.

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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;

- 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.

**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:

- 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. 2025-059**AN ORDINANCE TO ESTABLISH AND FIX THE SALARIES OF THE
MAYOR AND MEMBERS OF THE CITY COUNCIL FOR THE TERM OF
OFFICE BEGINNING THE FIRST MONDAY OF NOVEMBER 2025**

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

SECTION 1: That the salary of the Mayor of the City of Madison shall be established for the 2025-2029 term beginning on the first Monday of November 2025, at one hundred forty thousand dollars (\$140,000) per year. Cost-of-living adjustments (“COLAs”) for the remaining fiscal years (FY 2026-2027, FY 2027-2028, and FY 2028-2029) will be granted each fiscal year in which regular city employees receive a COLA, not to exceed the same percentage increase that employees receive. Any increases will begin at the beginning of the first full pay period of the fiscal year.

SECTION 2. That the salaries of each of the City Council Members of the City of Madison shall be established for the 2025-2029 term beginning on the first Monday of November 2025, at twenty thousand dollars (\$20,000) per year. COLAs for the remaining fiscal years (FY 2026-2027, FY 2027-2028, and FY 2028-2029) will be granted each fiscal year in which regular city employees receive a COLA, not to exceed the same percentage increase that employees receive. Any increases will start at the beginning of the first full pay period of the fiscal year.

SECTION 3. That the salary of the Council Member elected to serve as President of the City Council shall, in addition to the salary provided in Section 2 of this Ordinance, receive additional compensation in the amount of one hundred fifty dollars (\$150) per pay period for the term of office. Said additional compensation will start with the first full pay period following election as Council President.

SECTION 4. That the Council shall include in each annual budget an amount, in addition to the salaries of the Mayor and Council, for reimbursement of actual expenses that they incur while carrying out the duties of those offices. Claims for reimbursements by the Mayor and members of the Council shall be supported by itemized statements of all expenses incurred. Expenses reimbursed in any fiscal year shall not exceed the amount budgeted.

SECTION 5. In addition to the salaries provided in this Ordinance, the Mayor and City Council members shall also be entitled to the same health insurance and employee assistance plan benefits that full-time employees of the city receive.

SECTION 6. This Ordinance shall be effective on November 3, 2025, and shall be published once in a newspaper of general circulation in the City of Madison following its adoption.

SECTION 7. 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.

READ, PASSED, AND ADOPTED this 24th day of February 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 February 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-058-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES WITH MIKE GENTLE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Mike Gentle for certain support services for the City of Madison Public Works Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor 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 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 to Mike Gentle 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 24th day of February 2025.

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

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT for professional contractor services (“Agreement”) is made and entered into 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 Mike Gentle, 4425 Sullivan Street Apt. #101, Madison, Alabama 35758, hereinafter referred to as “Contractor.”

WHEREAS, Contractor, after serving in various positions with the City of Madison Public Works Department, retired from service in 2022; and

WHEREAS, the City’s Public Works Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain Public Works services on a part-time basis; and

WHEREAS, Contractor is a unique provider of such services, and he possesses the experience and qualifications necessary to offer the same to the City; and

WHEREAS, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

- 1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on a part-time and as-needed basis as the Director of Public Works directs:
 - a. Special Event Coordinator
 - b. Weather Event Coordinator
 - c. Advanced Emergency Manager
 - d. FEMA Manager for Weather Related Events Reimbursement for the City
 - e. Inspector for ROW Mowing and Public Works Paving Projects
 - f. Inspector for Parks and Recreation Greenway Mowing

- 2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, the sum of twenty-two dollars (\$22.00) per hour for the services described in Section 1 of the Agreement.
 - a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Public Works.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5th) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.

e. Contractor’s work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama (“ERS”) regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor’s sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

3. ENTIRE AGREEMENT; NON-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 City and Contractor. This Agreement supersedes all other agreements, whether oral or written, which may have previously existed between the parties.

4. EFFECTIVE DATE; TERM

This Agreement shall become effective at the opening of business on February 28th, 2025, and shall expire at the close of business on February 27th, 2026.

5. TERMINATION

a. Either party may terminate this Agreement with or without cause upon twenty-four (24) hours’ written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

6. 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 the Contractor shall not be or be deemed to be a part-time or full-time employee of the City, nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

7. INDEMNIFICATION

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney’s fees, which arise out of or are in any way connected with the Contractor’s performance of his obligations under this agreement.

8. ASSIGNMENT OF CONTRACT

Contractor may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

9. GOVERNING LAW

The laws of the State of Alabama shall govern this Agreement.

10. NOTICES

All notices to City shall be addressed to:

City of Madison
Public Works Department
240 Palmer Road
Madison, Alabama 35758

All notices addressed to Contractor shall be addressed to:

Mike Gentle
4425 Sullivan Street, Apt. 101
Madison, Alabama 35758

With a copy to:
 City Attorney
 Legal Department
 100 Hughes Road
 Madison, AL 35758

11. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

12. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever, said reason 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 hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

IN WITNESS WHEREOF, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties 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 authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, 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, on the date the same bears date.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

Mike Gentle
CONTRACTOR

Mike Gentle

Date

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mike Gentle, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this _____ day of _____, 2025.

Notary Public

RESOLUTION NO. 2025-067-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR TRAVEL AGENT SERVICES

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 Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group, to provide professional travel agent services for the preparation of trips and vacations for participants in Madison Senior Center programs and activities, 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 24th day of February 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 February 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 Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City operates the Madison Senior Center at the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional travel agent to prepare trips and vacations for participants in Madison Senior Center programs and activities; and

WHEREAS, Contractor is a unique provider of the 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 professional travel agency and travel club services to participants in Madison Senior Center programs and activities, with scheduling of days and times to be mutually agreed upon by Contractor and City. The Contractor shall have sole responsibility for the manner in which such activities are conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each travel club meeting.
 - 3. Contractor may be allowed to store 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 have access to necessary equipment provided by the City.
 - 5. Contractor shall maintain an accurate roll for all travel activities she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

- 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

Contractor shall provide travel agency and club services at no cost to the City. Contractor will bill travel participants directly for any travel planning and expenses. City agrees to provide Community Center space to Contractor free of charge in consideration for the services provided pursuant to this Agreement.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes.

SECTION THREE: INSURANCE & INDEMNIFICATION

- A. Insurance: Contractor will furnish City a Certificate of General Liability and Professional 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.
- B. Hold Harmless by Contractor: 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.

- C. Hold Harmless by Participants: Prior to the start date of any and all Senior Center trips planned pursuant to this Agreement, Contractor shall ensure that all participants sign the waiver attached to this Agreement as Exhibit A. Contractor shall provide the signed original copies of all waivers for all participants to the City of Madison Legal Department prior to the start date of any Senior Center trip.

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 of Contractor are not nor shall be deemed to be employees 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:
Valerie Harp
151 Patdean Drive
Huntsville, AL 35811
(256) 553-2392 vaharp@dreamvacations.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 February 2025.

Notary Public

Valerie Harp
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 Valerie Harp, 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, she executed the same voluntarily.

Given under my hand this the _____ day of February 2025.

Notary Public

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK
PLEASE READ CAREFULLY**

I understand that my participation in the City of Madison (“City”) programs, operations, and/or maintenance is a voluntary activity, and that I am participating by my own free choice. I agree to participate in TRAVEL PROGRAMS PREPARED BY VACATIONS BY VAL TRAVEL GROUP (the “Activity”) in a responsible manner and to follow applicable rules and regulations pertaining to the Activity. In consideration of being allowed to participate in the Activity, I hereby agree to **ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS, OR DEATH** in any way associated with my participation in the Activity. I agree to **RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City, its officials, employees, representatives, volunteers, and agents for any and all rights and claims for damages, including attorney fees, I now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with my participation in the Activity. I agree that the terms stated herein shall also serve as a **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** for my heirs, estate, executor, administrator, assignees, and for all members of my family.

PHOTO RELEASE

Furthermore, I give my permission to have photos and/or video recordings taken of me or my child(ren) for publicity purposes during the Activity even though we will not receive compensation of any kind for appearing in such photos or video recordings.

CAUTION

I acknowledge that I have carefully read this WAIVER OF LIABILITY AND ASSUMPTION OF RISK and fully understand that I am waiving any right that I may now or hereafter have to bring a legal action to assert any claim against the City of Madison in connection with my participation in the Activity.

I accept the conditions printed above:

Participant Signature

Date

Print Participant Name

A parent or guardian signature is required if the participant is under 19 years of age. By signing this **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** on behalf of a minor, the undersigned parent or guardian is agreeing to be bound by the above conditions on behalf of him or herself and on behalf of the participant.

Parent or Guardian Signature

Date