RESOLUTION 2025-R-188

Authorizes the execution of an agreement with Butch Jerrolds for Zoning Services

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Butch Jerrolds (in substantially the form attached hereto as <u>Exhibit 1</u>) in an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000) per year for the provision of zoning services.

ADOPTED & APPROVED: This 7th day of October, 2025.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 7th day of October, 2025, as the same appears in the minutes of record of said meeting.

Leigh Allison, City Clerk

Exhibit 1

GENERAL CONTRACT FOR PROFESSIONAL SERVICES

This contract for services ("Contract") is made effective as of the date of the last party hereto to execute this Contract ("Effective Date"), by and between the City of Irondale, Alabama (hereinafter referred to as "CITY") and Butch Jerrolds (hereinafter referred to as "JERROLDS").

- 1. **Description of Services**. Pursuant to this Contract, JERROLDS, an independent contractor and not an employee of the CITY, will provide the following services:
 - Act as Informational Director to disseminate information to citizens, concerned individual persons, developers, etc., regarding property location, annexations, zoning, flood areas, sewer availability and other information regarding land attributes and services within the City.
 - Provide information based on the City's requirements concerning available maps, technical references, City Ordinances and specifications.
 - Coordinate and assist City personnel in request for rezoning, zoning variances requests and subdivision approvals for the Planning and Zoning Board and the Zoning Board of Adjustment.
 - Coordinate with City Clerk, City Attorney, Building Inspector, Fire Chief, Police Chief and the City Engineer when necessary.
 - Be responsible for work on projects as may be requested from time to time by the Mayor and/or the City Clerk.
 - Work with the Planning and Zoning Board, the Zoning Board of Adjustment, the Mayor, the City Council and other City departments to amend, update, rewrite or propose new Ordinances, Resolutions or Codes as may be necessary from time to time.
 - Provide written monthly reports to the Mayor regarding all activities and work performed pursuant to this Contract during the prior month.
- 2. Payment for Services. In exchange for the services provided by JERROLDS, the CITY will pay to Jerrolds \$35,000.00 by monthly payment of \$2,916.66 per month. It is not expected that JERROLDS will incur reimbursable expenses, but if JERROLDS expects to incur any such expense in the performance of his duties under this Contract, he should obtain written approval for such expense from the Mayor prior to incurring any said expense.
- 3. **Term.** The term of this Contract will begin on the Effective Date of this Contract through the 31st day of October, 2029, unless terminated earlier as provided herein.
- 4. Independent Contractor. The City and JERROLDS agree that JERROLDS will act as an independent contractor and will have control of all work and the manner in which it is performed. JERROLDS is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or other benefits the City provides for its employees.

- 5. Confidentiality. JERROLDS will not at any time or in any manner, either directly or indirectly, use for the personal benefit of JERROLDS, or divulge, disclose or communicate in any manner, any information that is proprietary. This provision will continue to be binding on JERROLDS after the termination of this Contract.
- 6. **Warranty.** JERROLDS shall provide his services and meet his obligations under this Contract in a timely and workman-like manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in JERROLDS' field.
- 7. **Termination.** This Contract may be terminated by either party at any time, upon 30 days' written notice to the other party. In the event that a termination of this Contract as set forth in this section results in a partial month of work being performed by JERROLDS, that month's payment shall be prorated accordingly.
- 8. **Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 9. **Severability.** If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 10. **Amendment.** This Contract may be modified or amended in writing, if the writing is signed by both parties.
- 11. **Governing Law.** This Contract shall be construed in accordance with the laws of the State of Alabama.
- 12. **Assignment.** Neither party may assign or transfer this Contract without prior written consent of the non-assigning party.

CITY OF IRONDALE, ALABAMA	BUTCH JERROLDS	
James D. Stewart, Jr., Mayor		
Date:	Date:	