



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/15/2022

File ID: TMP-2242

Department: Inspection

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.

Type of Document: Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 1000-72-00000-501010-00000000

City Cost Amount: 37,000.00

Total Cost: 37,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Charles G. Hawk, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Special Employee Agreement between the City of Huntsville and Charles G. Hawk,” consisting of two (2) pages and the date of December 15, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 15th day of December, 2022.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 15th day of December, 2022.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND CHARLES G. HAWK**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND CHARLES G. HAWK**

THIS AGREEMENT is made and entered into on the 15th day of December, 2022, by and between Charles G. Hawk, an individual, ("HAWK") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH

In consideration of the mutual promises and covenants herein contained, the parties do hereby Agree as follows,

1. Hawk shall be employed by the City of Huntsville as "Landscape Enforcement Officer" and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of eight (12) months commencing on the 15th of December, 2022, and ending on the 15th day of December, 2023.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. During the term of this contract, Hawk shall perform the duties and responsibilities of Landscape Enforcement Officer and shall be under the direct supervision of the Director of City Inspection. Duties for the position of the Landscape Enforcement Officer include reviewing landscape plans as submitted with building plans for compliance with applicable landscape zoning laws and regulations; recommends changes to plans; reviews corrections. Reviews for modification and/or approval all applications for City building permits to insure landscaping of parking lots will be in accordance with the City's ordinances governing landscaping matters. Conducts on site inspections prior to start of construction; conducts intermediate inspections during installation of landscape materials to determine whether plans, quality of work, and materials comply with existing code requirements; conducts final inspection at completion of installation, posts release to computer screen for permit control. Monitors and releases hold of landscaping on permit control. Informs and explains to property owners and contractors of landscape laws and regulations; enlists support of property owners in carrying out these laws; notifies contractors and property owners who are in violation of the laws. Works in conjunction with the City of Huntsville Inspection Director setting six month bonds to insure completion of landscaping after issuance of the Certificate of Occupancy based on the bond. Investigates complaints regarding landscape violations; cooperates and coordinates work with other City departments and agencies; accompanies interested authorities on inspection trips; monitors compliance with approved landscaping sections; issues landscape violations notices and citations. Monitors landscape properties that planting materials are kept in compliance. Investigates complaints from administration, City Council and citizens concerning dead, diseased, or nuisance trees as required by the City's ordinances.
5. In consideration of the services rendered hereunder, the City shall pay to Hawk at the rate of \$44.46 per hour for a maximum of 16 hours per week with the total sum Not to Exceed THITRY SEVEN THOUSAND

President of the City Council of the City
of Huntsville, AL

Date: December 15, 2022

AND NO/100 DOLLARS (\$37,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hawk shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hawk shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City.

6. Except as specified herein, Hawk shall be subject to all policies applicable to part-time employment.
7. The City shall provide Hawk a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. Hawk acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hawk agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.
9. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first Above written.

Charles G. Hawk an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer