

**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 14th day of April, 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 (8) months commencing on the 15th of April, 2022, and ending on the 15th day of December, 2022.
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 \$42.18 per hour for a maximum of 16 hours per week with the total sum Not to Exceed TWENTY-ONE THOUSAND SIX

President of the City Council of the City
of Huntsville, AL
Date: April 14, 2022

HUNDRED AND NO/100 DOLLARS (\$21,600) 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