



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/10/2022

File ID: TMP-2236

Department: Natural Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a special Employee Agreement between the City of Huntsville and Woody Maples.

Resolution No.

Finance Information:

Account Number: 1000-73-73100-501010-00000000

City Cost Amount: NTE \$37,000

Total Cost: NTE \$37,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Woody Maples to assist the Natural Resources Department with requirements of the City's Municipal Separate Storm Sewer System Permit.

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Woody Maples, 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 EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND WOODY MAPLES" consisting of three (3) pages and the date of November 10, 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 10th day of November, 2022.

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

APPROVED this the 10th day of November, 2022.

Mayor of the City of Huntsville, Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND WOODY MAPLES**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND WOODY MAPLES**

THIS AGREEMENT is made and entered into on the 10th day of November, 2022 by and between Woody Maples, an individual, ("Maples") 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, to wit:

1. Maples shall be employed by the City of Huntsville as a Special Employee in the Natural Resources Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Natural Resources Director. Maples' duties as a Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Maples at the rate of \$60.00 per hour not to exceed 29 hours per week, with the total sum (including any compensation received by Hawk from any RSA member institution) not to exceed \$34,000 for calendar year 2022 and not to exceed \$37,000 during calendar year 2023, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Maples shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Maples shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Maples shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period commencing on December 1, 2022 and ending November 30, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

PRESIDENT OR PRESIDENT PRO TEM OF THE
CITY COUNCIL OF THE CITY OF HUNTSVILLE,
ALABAMA
DATE: _____

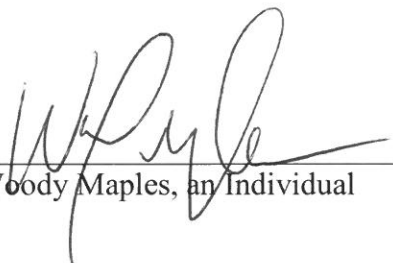
5. The City shall provide Maples a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Maples shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Maples acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Maples 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.

8. 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.



Woody Maples, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Exhibit “A” Duties of the Natural Resources Storm Water Environmental Compliance Specialist Special Employee

- To conduct dry weather screening of the City’s Municipal Separate Storm Sewer System (MS4) major outfalls in accordance with the National Pollutant Discharge Elimination System (NPDES) Permit issued by the Alabama Department of Environmental Management (ADEM) authorizing discharges from the MS4, and to document the results pursuant to Permit requirements and in accordance with Natural Resources Departmental policies and procedures.
- To conduct follow-up investigations in cases where a discharge is observed from a major outfall during the course of dry weather screening to determine the source of the discharge and ascertain whether there is an illicit discharge to the MS4.
- To perform screening inspections of industrial and commercial facilities to determine the potential for pollutant discharges to the MS4 and the need for future periodic inspections, and to document the results pursuant to MS4 NPDES Permit requirements and in accordance with Natural Resources Departmental policies and procedures.
- To perform inspections of industrial and commercial facilities with the potential for pollutant discharges to the MS4 to determine the adequacy and efficacy of Best Management Practices (BMPs) to prevent the discharge of pollutants to the MS4, and to document the results pursuant to MS4 NPDES Permit requirements and in accordance with Natural Resources Departmental policies and procedures.
- To perform inspections of City facilities with the potential for pollutant discharges to the MS4 to determine the adequacy and efficacy of Best Management Practices (BMPs) to prevent the discharge of pollutants to the MS4 in accordance with the requirements of the City’s MS4 NPDES Permit, and to document the results pursuant to MS4 NPDES Permit requirements and in accordance with Natural Resources Departmental policies and procedures.
- To investigate citizen complaints involving possible illicit discharges to the MS4.
- To assist Natural Resources staff in gathering information from other City Departments for incorporation into the Annual Report to ADEM required by the City’s MS4 NPDES Permit.
- To perform construction-related environmental compliance inspections and investigations involving noise, explosive blasting, open burning and storm water quality.
- To perform related work as required.