

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting Mee	eting Date: 12/4/2025	File ID: TMP-6294
Department: Inspection		
Subject:	Type of Action	1: Choose an item.
Resolution Authorizing the Mayor to Enter Into a S and Charles G. Hawk.	pecial Employee Agreemer	nt Between the City of Huntsville
Resolution No.		
Finance Information:		
Account Number: 1000-72-00000-501010-000000	000	
City Cost Amount: \$39,000.00		
Total Cost: \$39,000.00		
Special Circumstances:		
Grant Funded: N/A		
Grant Title - CFDA or granting Agency: N/A		
Resolution #: N/A		
Location: (list below)		
Address: N/A District: District 1 □ District 2 □ District 3	☐ District 4 ☐ Distri	ict 5 🛘
Additional Comments:		

RESOLUTION NO. 25-

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 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 three (3) pages and the date of December 4th, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, as executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 4th day of Dec	ember, 2025.		
	President of the City Council of The City of Huntsville, Alabama		
APPROVED this the 4th day of December, 2025.			
	D=====================================		
	Mayor of the City of Huntsville, Alabama		

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STATE OF ALABAMA)
COUNTY OF MADISON)

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

THIS AGREEMENT is made and entered into on the 4th day of December, 2025 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, to wit:

- 1. Hawk shall be employed by the City of Huntsville as a Special Employee in the City Inspection Department, 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 Director of City Inspection. Hawk's 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 Hawk at the rate of \$46.87 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 \$39,000 during calendar year 2026 nor during the term of this agreement, 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 received as a result of being retired from regular employment with the City. Hawk 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 5, 2025 and ending December 4, 2026.
- 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: DECEMBER 4TH, 2025

- 5. 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.
- 6. Except as specified herein, Hawk shall be subject to all Policies applicable to parttime employees of the City of Huntsville.
- 7. 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.
 - 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.

Charles G. Hawk, an Individual

CITY OF HUNTSVILLE, ALABAMA a municipal corporation

BY:	
	Tommy Battle
ITS:	Mayor

ATTE	ST:	
BY:		
-	Shaundrika Edwards	
ITS:	Clerk	

Exhibit "A" Duties of Landscape Enforcement Officer

- Review landscape plans as submitted with building plans for compliance with applicable landscape zoning laws and regulations; recommend changes to plans; review corrections.
- Review for modification and/or approval all applications for City building permits to ensure landscaping of parking lots will be in accordance with the City's ordinances governing landscaping matters.
- Conduct onsite inspections prior to start of construction; conduct intermediate
 inspections during installation of landscape materials to determine whether plans,
 quality of work, and materials comply with existing code requirements; conduct final
 inspection at completion of installation, post release to computer screen for permit
 control.
- Monitor and release hold of landscaping on permit control.
- Inform and explain landscape laws to property owners and contractors;
- Enlist support of property owners in carrying out these laws;
- Notify contractors and property owners who are in violation of the laws.
- Work in conjunction with the City of Huntsville Inspection Director setting sixmonth bonds to insure completion of landscaping after issuance of the Certificate of Occupancy based on the bond.
- Investigate complaints regarding landscape violations; cooperate and coordinate work with other City departments and agencies; accompany interested authorities on inspection trips; monitor compliance with approved landscaping sections; issue landscape violations notices and citations.
- Monitor landscape properties that planting materials are kept in compliance.
- Investigate complaints from administration, City Council and citizens concerning dead, diseased, or nuisance trees as required by the City's ordinances.