



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/25/2024

File ID: TMP-3795

Department: Inspection

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville, Alabama and Gary K. Miller.

Type of Document: Resolution No.

Finance Information:

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

City Cost Amount: \$38,000.00 for one year

Total Cost: \$38,000.00

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 ☐ District 5 ☐

Additional Comments: Gary K. Miller shall perform the duties and responsibilities of Plumbing Inspector on a part-time basis.

RESOLUTION NO. 24-

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 Gary K. Miller, 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 Gary K. Miller,” consisting of two (2) pages and the date of January 25, 2024, 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 25th day of January, 2024.

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

APPROVED this the 25th day of January, 2024.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND GARY K. MILLER**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND GARY K. MILLER**

THIS AGREEMENT is made and entered into on the 25th day of January 2024, by and between Gary K. Miller, an individual, ("MILLER") 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. Miller shall be employed by the City of Huntsville as "Plumbing Inspector" 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 twelve (12) months commencing on the 25th of January 2024, and ending on the 25th of January 2025.
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, Miller shall perform the duties and responsibilities of Plumbing Inspector and shall be under the direct supervision of the Director of City Inspection. Duties for the position of Plumbing Inspector include reviewing plumbing plans for compliance with pertinent regulations; advises plumbers, contractors, engineers, builders, and the general public in designing or relocating plumbing installations in proposed new construction or in existing buildings and in making corrections to ensure conformity with regulations and plans relating to building regulations; secures compliance with codes.

Conducts on site inspections of plumbing installations on residential, commercial, and industrial buildings in the course of construction, alteration, and repair and on completion to assure compliance with codes and ordinances; conducts inspections in cases which involve major structures or unusual problems or disputes.

Checks for proper materials, supports, strapping, joints, drainage, and vents; ensures there are no leaks in lead solder joints, cross-connections, or obstructions; test for water leaks; inspects drains, house sewer, piping, heater valves, roof leaders and drains; checks for backflow; inspects traps, water pressure, flashings, vents, and fans.

Reviews plans for proposed small commercial, residential and apartment structures prior to issuance of permits. Investigates defective installation complaints; enforces defect correction; interprets regulations to the public. Issues stop work notice for unauthorized work or work that is substandard, unsafe or in violation of the code.

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

Date: January 25, 2024

5. In consideration of the services rendered hereunder, the City shall pay to Miller at the rate of \$45.67 per hour for a maximum of 16 hours per week with the total sum paid to Miller in calendar year 2024 (including any compensation received by Miller from any RSA member institution) not to exceed THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000) and the amount paid to Miller for calendar year 2024 Not to Exceed THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Miller shall not receive any cost-of-living adjustment approved by the City Council for all other employees of the City. In addition, Miller 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, Miller shall be subject to all policies applicable to part-time employment.
7. The City shall provide Miller a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. Miller acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Miller 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.



Gary K. Miller an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: Clerk