



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 7/11/2024

**File ID:** TMP-4274

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville, Alabama and David Whitt.

Resolution No.

**Finance Information:**

**Account Number:** 1000-71-7100-501010-00000000-

**City Cost Amount:** \$38,000.00

**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:**

Special Employee Agreement between the City of Huntsville, Alabama and David Whitt.

**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 between the City of Huntsville, Alabama and David Whitt, 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, Alabama and David Whitt." consisting of three (3) pages and the date of July 11, 2024, 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 of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of July, 2024.

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

**APPROVED** this the 11th day of July, 2024.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**SPECIAL EMPLOYEE AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND DAVID WHITT**

STATE OF ALABAMA            )  
COUNTY OF MADISON        )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND DAVID WHITT**

**THIS AGREEMENT** is made and entered into on the 11th day of July 2024, by and between David Whitt, an individual, (“Whitt”) 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. Whitt shall be employed by the City of Huntsville as “Engineering Technician” 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 one (1) year commencing on the 1st day of August, 2024, and ending on the 1st day of August 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, Whitt shall perform the duties and responsibilities of Engineering Technician and shall be under the direct supervision of the Director of City Engineering. Duties for the position of the Engineering Technician include providing professional engineering services including but not limited to the following, performs inspections of infrastructure construction projects to include roadways, grading, drainage systems, sewer systems and pump stations, bridges, culverts and final inspections for commercial and residential subdivisions consisting of certificate of occupancy and best management practices; provides guidance and/or direction to contractors, sub-contractors, geotechnical technicians, utility representatives, etc. in the field; reviews, analyzes and prepares progress reports and activity reports; Prepares monthly pay estimates on ALDOT (Alabama Department of Transportation) and city project; assign duties to surveying consultants to ensure proper documentation; coordinate with ALDOT materials and test to ensure job acceptance; coordinate with ALDOT construction staff to ensure timely payments of monthly estimates coordinate with ALDOT administration staff to ensure federal government guidelines are met; calculate monthly price adjustment through ALDOT. Reviews plans and specifications for conformance to city/state standards and make recommendations for changes; serves as the city representative on multiple assigned projects to ensure conformance to

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President of the City Council of the City  
of Huntsville, AL  
Date: July 11, 2024

federal, state and local specifications; prepares monthly estimates; reviews and approves quantities for contractor's payment request. Performs a variety of field tests on construction materials including sand cone, air content, slump, pile load and wire tests; conducts utility inspections such as gas, electric and telephone to ensure installation is made within public right-of-way; records test data and prepares reports. Assists survey crews; operate transit and level; determines grade, elevation, alignment, and location points; prepares detailed field notes and periodic and special reports; prepares estimates on contract jobs; project cost figures for project cost overruns/underruns. Review final subdivision and commercial building plans; check debris and complaints in subdivisions; investigates complaints. Attends pre-bid, bid opening meetings, public hearing meetings and pre-construction meetings; makes recommendations for specific interpretations and requirements. Inspects floodplain elevations; inspects plumbing contractor's sewer taps. Requires regular and prompt attendance plus the ability to work well with others and work well as a team. MARGINAL FUNCTIONS OF WORK: Conducts progress, pre-bid and pre-construction meetings. Oversees the demolition of buildings on the city's Right-of-Ways. Performs ditch surveys for flood studies. Serves on a job interviewing committee; conducts job training for other inspectors. Makes recommendations for changes of specifications and drawing/construction details. Provides location of sewer services for builders. Delivers and picks up plans and quantities from Design Engineers, print shop etc.

5. In consideration of the services rendered hereunder, the City shall pay to Whitt no more than an average of 24 hours per week or three working days a week for 45 weeks a calendar year with the total sum Not-to-Exceed THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000.00) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Whitt shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Whitt 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, Whitt shall be subject to all policies applicable to part-time employment.
7. The City shall provide Whitt a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. Whitt acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Whitt 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.

*David Whitt*

David Whitt an Individual

CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards

ITS: City Clerk