



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/27/2022

**File ID:** TMP-2152

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**Department: Traffic Engineering**

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jon Hoffman (Traffic Engineering).

Resolution No.

**Finance Information:**

**Account Number:** 1000-75-75300-501010-00000000-

**City Cost Amount:** 32,000

**Total Cost:** 32,000

**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:** N/A

**RESOLUTION NO. 22 - \_\_\_\_**

**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 Jon Hoffman, 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 JON HOFFMAN” consisting of three(3) pages and the date of October 27, 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 27th day of October, 2022.

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

**APPROVED** this the 27th day of October, 2022.

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

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND JON HOFFMAN**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND JON HOFFMAN**

**THIS AGREEMENT** is made and entered into on the day of October 27, 2022, by and between Jon Hoffman, an individual, ("Hoffman") 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. Hoffman shall be employed by the City of Huntsville as a Special Employee in the Traffic Engineering Division, 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 Traffic Operations Manager. Hoffman'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 Hoffman at the rate of thirty dollars (\$30.00) per hour not to exceed twenty-nine (29) hours per week, with the total sum not to exceed \$32,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hoffman shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hoffman 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. Hoffman 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 of one year commencing on January 3, 2023.

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

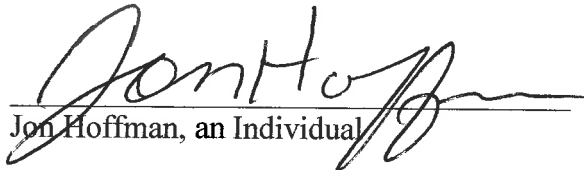
5. Except as specified herein, Hoffman shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama  
Date: 10/27/22

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

7. 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.

  
Jon Hoffman, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Kenneth Benion  
ITS: Clerk-Treasurer

## **ATTACHMENT "A"**

### **Duties of the Traffic Engineering Special Employee**

- Completes quarterly routine maintenance routes
- Documents maintenance issues in the form of call tickets
- Responds to daily maintenance calls as needed
- Performs daily locates
- Inventories warehouse deliveries
- Performs routine maintenance tasks
- Assists construction and maintenance crews as needed
- Serves as an inspector for jobs contracted out by City of Huntsville Traffic Engineering
- Performs related work as required

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AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND JON HOFFMAN**

STATE OF ALABAMA       )  
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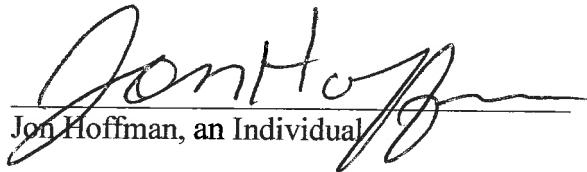
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President of the City Council of  
the City of Huntsville, Alabama  
Date: 10/27/22

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Jon Hoffman, an Individual

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a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Kenneth Benion  
ITS: Clerk-Treasurer

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