



Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 11/20/2025 File ID: TMP-6238	
Department: Traffic Engineering	
Subject: Approval/Action	
Resolution Authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Madison County Sheriff regarding Stationary License Plate Readers and Cameras; File #2025-225	
Resolution No.	
Finance Information:	
Account Number: N/A	
City Cost Amount: N/A	
Total Cost: N/A	
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: N/A	

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RESOLUTION NO. 25 -

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 a Memorandum of Understanding between the City of Huntsville and the Madison County Sheriff, regarding placement of LPR's for public safety purposes, 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 "Memorandum of Understanding between the City of Huntsville and the Madison County Sheriff," consisting of five (5) pages and the date of November 20, 2025, 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 <u>20th</u> day of <u>Nov</u>	vember, 2025.
	President of the City Council of the City of Huntsville, Alabama
APPROVED this the <u>20th</u> day of <u>N</u>	ovember, 2025.
	Mayor of the City of Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF HUNTSVILLE, ALABAMA

AND THE MADISON COUNTY SHERIFF

This Memorandum of Understanding ("MOU") is entered into by and between the City of Huntsville, Alabama, ("Huntsville") a municipal corporation in the State of Alabama, and the Madison County Sheriff (the "Sheriff") (collectively, the "Parties") for law enforcement and public safety purposes.

RECITALS

WHEREAS, the Sheriff is in the process of installing stationary license plate readers and cameras ("LPRs") throughout Madison County, Alabama and seeks to place one (1) LPR at a location within the Huntsville city limits; and

WHEREAS, the Parties recognize that cooperation between the Parties is key to providing quality law enforcement services, reducing crime and improving public safety for the citizens of Madison County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this MOU, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

LPRs Installation. Α.

- 1. The Sheriff may place one (1) LPR within Huntsville city limits on the pre-determined and pre-approved public site and location set forth in Exhibit A and referred to therein as Number 14.
- 2. One (1) LPR will be placed on an existing traffic signal pole designated by Huntsville's Traffic Engineering Department at the public site and location set forth in Exhibit A.
- 3. The Sheriff may add up to four (4) additional LPRs within Huntsville city limits so long as Huntsville's Director of Traffic Engineering reviews and gives written approval of the plans, locations and needed equipment specifications for the additional LPRs prior to installation. In addition, prior to adding additional LPRs, the Sheriff shall provide notice to Huntsville of the Sheriff's intent to add additional LPRs.
- 4. The installation, maintenance and repair of the Sheriff's LPRs will be at the sole expense of the Sheriff.
- 5. Huntsville does not in any way assume the responsibility for the maintenance of the LPRs, nor the responsibility for any damage to the LPRs caused by third parties.

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

Date: 11/20/25

- 6. In the event that Huntsville anticipates a needed relocation, repair, or removal of any traffic pole with an LPR installed upon it, Huntsville will give the Sheriff at least 30 days notification and the Parties will determine another suitable location for the relocated LPR.
- 7. In the event of an emergency where the traffic pole with an LPR installed upon it is unexpectedly damaged, destroyed or downed, Huntsville will notify the Sheriff as quickly as possible so that the Parties may determine another suitable location for the LPR.

B. Access to Live Feed Cameras.

- 1. The Sheriff will provide Huntsville access to the above referenced LPRs' data, camera footage and real-time ("live") video feed via Huntsville Police Department's North Alabama Multi-Agency Crime Center ("NAMACC") for law enforcement purposes and/or public safety operations.
- 2. Any such Data, camera footage and real-time video shared with Huntsville may be used by Huntsville for law enforcement and public safety purposes, to include supporting the Parties and the State of Alabama's traffic services as feasible.
- 3. The Sheriff is the official custodian of the data, camera footage and video produced via the LPRs.
- C. <u>Applicable Law</u>. The Parties shall abide by all applicable Federal, State and local laws.
- D. <u>No Third-Party Beneficiaries</u>. The Parties expressly acknowledge that this MOU does not create or confer any rights or obligations in or upon any third person or entity. The Parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.
- E. <u>Termination</u>. The MOU may be terminated at any time without cause by either Party with thirty (30) days' written notice.
- F. <u>Electronic Signature</u>. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

[Signatures follow on the next page]

	e caused the MOU to be executed as of the
day of, 2025.	
Christine Ulise Witness	KEVIN TURNER, SHERIFF MADISON COUNTY, ALABAMA
	The CITY OF HUNTSVILLE, ALABAMA a municipal corporation
ATTEST:	By: Tommy Battle As Its: Mayor

EXHIBIT A

[ATTACHED]

Number	Number Name	Route	Mile Post Latitude	Latitude	Longitude Address	Pole	Power	Pole Owner
	1 Hwy 53 @ Jeff Rd SB	53	328.97	34.845661	-86.712523 5859 Ardmore Hwy, Harvest, AL 35749, United States	Existing	Solar	ALDOT
	2 Hwv 53 @ Jeff Rd NB	53	328.97	34.846120	-86.712496 5888 Ardmore Hwy, Harvest, AL 35749, United States	Existing	Solar	ALDOT
	3 Monroe Rd @ Hwy 231 SB	231	343.57	34.858547	-86.571477 11897 Memorial Pkwy NW, Meridianville, AL 35759-2011, United States	Existing	Solar	ALDOT
	4 Hwy 231 @ Bellhurst Rd NB	231	344.04	34.863649	-86.571117 12056 US-231 #431, Meridianville, AL 35759, USA	Existing	Solar	ALDOT
	5 Wall Triana Hwy @ Pine Grove Rd NB			34.794012	-86.749049 341 Pine Grove Rd, Madison, AL 35757, USA	Existing	Solar	Madison County
	6 Wall Triana Hwy @ Pine Grove Rd SB			34.793820	-86.749337 327 Pine Grove Rd, Madison, AL 35757-8024, United States	Existing	Solar	Madison County
	7 Hwy 231 @ Charity Ln SB	231	350.02	34.951467	-86.571838 14777 Highway 231 431 N, Hazel Green, AL 35750, United States	Existing	Solar	ALDOT
	8 Hwy 231 @ Twin River Dr NB	231	349.84	34.947014	-86.571491 100 Twin Rivers Dr, Hazel Green, AL 35750-8021, United States	Existing	Solar	ALDOT
	9 Winchester Rd @ Dominion WB			34.800132	-86.532780 1101 Winchester Rd NE, Huntsville, AL 35811, United States	Existing	Solar	HSV Utilities
	10 Moores Mill Rd @ Kroger SB			34.800668	-86.536352 6091 Moores Mill Rd, Huntsville, AL 35811, United States	Existing	Solar	HSV Utilities
	11 Hwy 431 (@ Wilson Mann Rd NB	431	319.81	34.587792	-86.451007 8925 Highway 431 S, Owens Crossroads, AL 35763-8930, United States	Advanced	Solar	FLOCK
	12 Hww 431 @ Wilson Mann Rd SB	431	319.81	34.587068	-86.451261 8924 Highway 431 S, Owens Crossroads, AL 35763-8930, United States	Advanced	Solar	FLOCK
6	13 Hwy 53 @ Jeff Rd Condor	53	328.97	34.845904	-86.712209 5856 Ardmore Hwy, Harvest, AL 35749, United States	Existing Power	Power	ALDOT
*	14 Winchester Rd @ Moores Mill Rd Condor			34.797935	-86.536437 930 Winchester Rd NE, Huntsville, AL 35811, United States	Existing	Power	City of HSV
2	15 Hwy 231 @ Charity Ln Condor	231	349.84	34.947014	-86.571491 100 Twin Rivers Dr, Hazel Green, AL 35750-8021, United States	Existing Power	Power	ALDOT