

**CITY OF TRUSSVILLE**  
**CITY COUNCIL AGENDA WORKSHOP PRIOR TO REGULAR SESSION**  
**APRIL 14, 2026**

*Discussion – Leadership HT Presentations; FY2025 Audit;  
Prospective IDA Cell Tower Agreement*

- I. Call to Order
- II. Prayer – Councilor \_\_\_\_\_
- III. Pledge – Councilor \_\_\_\_\_
- IV. Roll Call
- V. Minutes – March 19 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda

*Consent Agenda*

- *Accept the resignation of Jane Alexander from the Historical Board*
- *Appoint Nicole DeShazo to the Historical Board, succeeding Dianne Dempsey, with term ending April 5, 2030*
- *Appoint Abby Kirkland to the Historical Board, with term ending April 5, 2028*
- *Appoint Dennis Lesley to the Historical Board, with term ending April 5, 2029*
- *Accept the resignation of Cam Cohron from the Planning & Zoning Commission.*
- *Appoint Steve Turner to the Planning & Zoning Commission, succeeding Cam Cohron, with term ending June 11, 2026*
- *Reappoint Steve Turner to the Planning & Zoning Commission, with term ending June 11, 2032*
- *Accept the resignation of J.T. Murphy from the Active Transportation Committee & Board of Zoning Adjustment*
- *Appoint Tony Riley to the Board of Zoning Adjustment, succeeding J.T. Murphy, with term ending February 15, 2028*
- *Appoint Steve Turner as Supernumerary Member to the Board of Zoning Adjustment, succeeding Tony Riley, with term ending February 15, 2027*
- *Appoint Perry Cook to the Tree Commission, succeeding Richard Ahlquist, with term ending February 28, 2029*

- VII. Public Comment (up to 3 minutes each)

- VIII. Regular Agenda

- Proclamation Declaring National Library Week
- Resolution to Authorize the Execution of Two Traffic Signal Permits on US Highway 11
- Resolution to Authorize the Purchase of Updated Protective Gear & Equipment for the Police Department – No Bidding Required
- Resolution to Amend Resolution No. 2026-14, Finalizing a Term Limits Policy within the Policy & Procedure for the Appointment of Members to the Trussville City Board of Education
- Reappoint Sherrye Tolbert to the Board of Education, with term ending May 25, 2031

- Resolution to Honor Leo on His Retirement from Various K-9 Duties

IX. Council/Mayor Reports

- a. Horton – Tree Commission, Utilities, Public Safety, Design Review
- b. Jackson – Finance, Active Transportation, Planning & Zoning, Inspections, Downtown Redevelopment
- c. Miller – Veterans, ACTA, Historical, Senior Citizens
- d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works
- e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
- f. Mayor – Administration

X. Audience (2 minutes each)

XI. Adjourn

XII. Briefings

- Promote Skilled Laborer James “Jimmy” Pilley to Truck Driver, effective April 18, 2026
- Promote Skilled Laborer Zachary Stracener to Truck Driver, effective April 18, 2026
- Promote Skilled Laborer Jarron Bryant to Gardener, effective April 18, 2026
- Promote Senior Municipal Court Clerk Malcolm Northern to Magistrate, effective April 18, 2026
- Promote Fitness Instructor Raymond Newton to Recreation Center Director, effective May 2, 2026
- Promote Court Clerk Tamara Elders to Senior Municipal Court Clerk, effective April 18, 2026
- Award an equity step adjustment for Magistrate Debbie Crane, effective April 18, 2026
- Approve training step increase for Police Officer Quindarius Watkins due to completion of Police Academy, effective May 2, 2026
- Approve 10% education premium for Police Officer Quindarius Watkins due to completion of Police Academy, effective May 2, 2026
- Recruitment, Selection & Retention virtual course by Alabama Association of Public Personnel Administrators (AAPPA) for HR Project Coordinator Jessica Golab. \$290 registration fee
- Risk Management Basics virtual course by AAPPA for HR Project Coordinator Jessica Golab. \$230 registration fee
- AAPPA annual conference for HR Project Coordinator Jessica Golab. \$365 registration fee plus accommodations
- Southeast Cybersecurity Summit conference for IT Network Systems Administrator II. Travis Richards & Network Systems Administrator I. Nicholas Chestnut. \$300 registration fees
- Appoint J.T. Murphy as Mayor Short’s representative on the Planning & Zoning Commission

## CITY OF TRUSSVILLE MINUTES

### MARCH 19, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Thursday, March 19, 2026**, at 5:30 pm to review the proposed agenda for its next regular session. Council President Jaime Melton Anderson presided over the meeting and Dan Weinrib served as recording secretary.

Those members present were as follows: Council President Jaime Melton Anderson  
Councilor Kimberly Farr  
Councilor Ben Horton  
Councilor Brian Jackson  
Councilor Jim Miller

Others present in their official capacity: Mayor Ben Short  
City Attorney Michael Brymer  
City Clerk Dan Weinrib

The City Council determined the order of consideration, keeping all proposed proclamations, ordinance & resolutions on the agenda. They then discussed at length the prospective reappointment of Sherrye Tolbert to the school board. Tolbert drew praise from the elected leaders for her service. Councilor Miller asked whether other citizens had applied. Mayor Short said he would get back to him & the other councilors with a definite answer. Regardless, nobody expressed a desire to replace Tolbert. Her current term ends in May. The Council indicated they will make their decision in April. Councilor Miller then brought up the prospect of the Veterans Committee organizing a city parade to commemorate America's 250th anniversary of its independence. He received feedback that he & Veterans should coordinate with the Chamber of Commerce & Trussville First Baptist since they always organize the annual Freedom Day celebration.

With no further items to discuss, President Anderson adjourned workshop at 5:47 pm.

### MARCH 19, 2026 REGULAR SESSION

The City Council of the City of Trussville met in **regular session** on **Thursday, March 19, 2026**, at 5:53 pm at the City Hall Annex, with Council President Jaime Melton Anderson presiding and Dan Weinrib serving as recording secretary. President Anderson called the meeting to order.

Councilor Miller led the prayer; Councilor Jackson led the pledge.

Those members present were as follows: Council President Jaime Melton Anderson  
Councilor Kimberly Farr  
Councilor Ben Horton  
Councilor Brian Jackson  
Councilor Jim Miller

Others present in their official capacity: Mayor Ben Short  
City Attorney Michael Brymer  
City Clerk Dan Weinrib

They reviewed the minutes from the March 10 agenda workshop & regular session. Councilor Jackson moved & Councilor Farr seconded the motion to approve the submitted minutes. During discussion, Councilor Miller then made a motion to amend the workshop minutes to note the property where Chelsea Blues Liquor operates would require rezoning to C-5. Councilor Horton seconded Miller's amendment motion. **UNANIMOUS**

President Anderson then introduced the one-item consent agenda, as well as the regular agenda. Councilor Farr moved & Councilor Horton seconded the motion to approve the consent agenda. Councilor Miller praised outgoing board member Dianne Dempsey for her service to the Historical Board. **UNANIMOUS** Councilor Jackson moved & Councilor Farr seconded the motion to approve the regular agenda. **UNANIMOUS**

There were no public comments

Under the regular agenda, Councilor Miller introduced three proclamations honoring former city council members Dorothy "Dee Dee" Morris, Sally Payne & Jane Bailey, respectively, as a local tribute to the annual Women's History Month. Council President Anderson & Mayor Short added their words of appreciation. **Councilor Miller moved & Councilor Jackson seconded the motion to approve all**

**three proclamations. UNANIMOUS Proclamation No. 2026-10, -11 & -12** Jane Bailey gave brief humorous remarks. After group pictures, Dee Dee Morris also gave a brief entertaining speech about her & Payne's one-term service. She remembered that the city had just two police cars and "one worked most of the time."

President Anderson then opened a public hearing on a proposed project development agreement, as required by State Constitution Amendment No. 772. She recognized Mayor Short, who in turn summoned BRE Main Street LLC developer John Abernathy. Abernathy took five minutes to summarize the proposed retail development at Watterson Parkway & Main Street, with a special emphasis on the infrastructure improvements Trussville would receive. Financial consultant Brian Barksdale followed Abernathy, to explain finances to the council & public. The city & BRE Main Street would split city sales tax revenues 50/50. However, the retail properties are required to generate a minimum of \$250,000 (aka "the floor") The developer would receive an annual cap of \$541,000 in sales tax rebates over 15 years & \$8.1 million total over the entire term of the deal. According to his projections, Trussville should receive \$12.3 million over those 15 years. Nobody spoke up from the audience. Councilor Miller asked what revenues would be if the deal were not approved. Mayor Short answered that the subject properties generate approximately \$30,000 in property taxes. President Anderson closed the public hearing.

Councilor Jackson then introduced a proposed resolution authorizing a development agreement with BRE Main Street LLC. **He moved & Councilor Farr seconded the motion for approval. UNANIMOUS Resolution No. 2026-20**

President Anderson then opened a public hearing on a proposed rezoning of the properties located at 331, 333 & 401 Main Street. Upon being recognized, Mayor Short advocated the rezoning since it fits the city's long-term plan for land use. Councilor Jackson confirmed that the Planning & Zoning Commission unanimously gave a favorable recommendation. Councilor Miller praised Mayor Short & Councilor Jackson for their efforts. Councilor Horton asked whether the proposed Pinchgut greenway trail would be a dedicated easement or city right of way. Short & Abernathy took turns answering his question. While unsure about the City's final trail design plans, Abernathy endorsed having a trail run along the back end of the commercial property campus, regardless of its status as an easement or right-of-way. Since nobody in the audience spoke up, President Anderson closed the public hearing.

Councilor Jackson then introduced a proposed ordinance to rezone properties located at 331, 333 & 401 Main Street to Q-C-2 (Qualified General Commercial) from I-1 (Light Industrial) & PUD (Planned Unit Development) **He moved & Councilor Miller seconded the motion for approval. Upon roll call, UNANIMOUS Ordinance No. 2026-006-PZ**

Next, Councilor Horton introduced a proposed resolution authorizing a roof repair & maintenance contract with Abide Roofing, for \$68,739, for work at the Civic Center. The city had obtained three estimates, two of which were less than \$100,000. At that price, the City avoided the statutory requirement to advertise public works project bids. **He moved & Councilor Farr seconded the motion for approval. UNANIMOUS Resolution No. 2026-21**

Next, Councilor Miller introduced a proposed resolution to authorize a memorandum of understanding with the non-profit Friends of the Trussville Senior Activity Center, Inc. The non-profit could accept estate gifts from citizens wishing to bequeath funds to support Senior Center programs & activities. **He moved & Councilor Farr seconded the motion for approval. UNANIMOUS Resolution No. 2026-22**

Next, Councilor Farr introduced a proposed resolution to authorize revenue sharing agreements with special instructors affiliated with Parks & Recreation. **She moved & Councilor Miller seconded the motion for approval. UNANIMOUS Resolution No. 2026-23**

During committee reports, Councilor Horton announced that the Tree Commission is soliciting donations for acquiring cherry trees to plant in the North Mall area. Also, he encouraged the public to call Trussville Utilities if they believe they smell a gas leak and there is no fire. Recently, lightning struck in Carrington, triggering a residential fire from a gas main line.

Councilor Jackson postponed his committee reports

Councilor Miller reported that the Historical Board will meet in April, to review applications for three vacancies. Also, Veterans are planning events to commemorate our country's 250th year. He encouraged the community to attend Holy Week services, between Palm Sunday & Easter Sunday, at the First Methodist Church. He also promoted National Vietnam War Veterans Day on March 29th, even encouraging the public to visit the Vietnam War Memorial in Washington DC. On March 29, the Veterans Committee will commemorate Trussville resident & Army SP4 Don Hamuel Ware. He & his helicopter pilot were killed by hostile fire in Binh Duong on February 20, 1972. Ware was 20 years old.

Councilor Farr reported that the Miracle League starts its new baseball season on April 7. Also, on behalf of the Chamber of Commerce, she promoted Spring Retail Week to encourage citizens to shop locally. She encouraged neighbors to buy Taste of Trussville tickets early. That event, scheduled on May 12, sells out every year. She mentioned that April 1 is the Chamber's deadline for local high school seniors to apply for college scholarships. The annual golf tournament, set for April 21 at The Silos, has already sold out. Its next monthly luncheon, promoting Shopping Local, is on April 16. The Chamber is hosting a shredding event on April 30 at the Civic Center. Also, she thanked Public Works for their work cleaning up the city after recent storms

Councilor Anderson reported that Leadership Trussville had a successful Education Day for its fourth class, as they toured various school system buildings and facilities. The class is developing ideas for possible city projects. Its executive board will meet on March 20th. Also, during its meeting on March 18, the school board recognized middle & high school students who earned District and/or All-State band honorees and choir honorees. The school system announced it is promoting Jennifer Bruno to be Cahaba Elementary School's next principal this summer, succeeding Joy Tyner, who is retiring. Also, the Beautification Board is accepting best landscaping nominations throughout April & May.

Mayor Short promoted the public kick-off event for the prospective City Comprehensive Plan June 8-11 at the Civic Center. He then gave a year-to-date update on the city's FY2026 financial performance. Net income & sales tax revenues are ahead of the current budget & FY2025 YTD. If the city maintains its current trend, it will finish the fiscal year with a \$2.4 million budget surplus, well ahead of the \$1 million surplus planned for FY2026. Regardless, department heads know their spending limits. Mayor Short also invited parents of rising high school seniors or college freshmen to apply to be a volunteer City Hall intern. Applications will be available online, starting March 31st. He also informed the public that he is surveying property owners & residents of the Cahaba Project, ahead of the Planning & Zoning Commission's next meeting – April 13th at the Civic Center. The Commission will host a public information hearing about a prospective historic district overlay amendment to the Zoning Ordinance. Mayor Short also welcomes input from city residents who do not live in the Cahaba Project.

During audience comments, city consultant Brian Barksdale thanked the city & school board for hosting the annual Special Olympics at Husky Stadium on March 20. His granddaughter is a participant. Richard Epstein (4742 Boulder Drive) shared his observations about the rough Cedar Street; the need for streetlights along Valley Road, as well as road striping near Wal-Mart & Sam's Club. Mayor Short informed the public that the Downtown Redevelopment Board is tasked with developing a new master plan for that quadrant, which could include road realignment. That is why the City is delaying any repaving for Cedar Street. Former city councilor Jef Freeman (318 Woodward Road) thanked the city leadership for its transparency & financial reporting. He also thanked former councilors Morris, Payne & Bailey for their municipal service.

With no further business left to consider, President Anderson promptly adjourned the meeting at 6:55 pm.

Respectfully submitted,



City Clerk Dan Weinrib MMC



**Proclamation No. 2026-13**

**National Library Week**

**WHEREAS**, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery; and

**WHEREAS**, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

**WHEREAS**, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals – regardless of background – have the support they need to learn, connect, and thrive; and

**WHEREAS**, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

**WHEREAS**, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

**WHEREAS**, libraries nurture young minds through story times, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

**WHEREAS**, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

**WHEREAS**, dedicated librarians and library staff provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

**WHEREAS**, libraries, librarians and library staff across the country are joining together to celebrate **National Library Week** under the theme **Find Your Joy**

**NOW THEREFORE BE IT PROCLAIMED** by Mayor Short & the Trussville City Council that April 19-25, 2026 is hereby declared **National Library Week** in our community. During this week and beyond, we encourage all residents to visit our library, explore its resources, and celebrate all the ways our city library helps our community find joy.

ADOPTED AND APPROVED THIS THE 14TH DAY OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**A Resolution Authorizing the Execution of Two Traffic Signal Permits on US Highway 11, in Connection with the Future Commercial Development off Kenimer Avenue & Watterson Parkway**

**WHEREAS**, The Alabama Department of Transportation (“ALDOT”) has requested the City of Trussville, Alabama to execute permits (agreements) for the installation, operation, and maintenance of a new traffic signal at the U.S. Highway 11 (Alabama Highway 7) and Kenimer Avenue intersection, as well as an improved traffic signal at the U.S. Highway 11 (Alabama Highway 7) and Watterson Parkway

**WHEREAS**, the City Council has considered the request of the ALDOT to authorize the Mayor to enter into an agreement to permit the installation and/or modification of the traffic signals as identified hereinabove.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Trussville, Alabama, at a regular meeting, duly assembled, a quorum being present, as follows:

1. That the Mayor and City Clerk are hereby authorized to execute the permits **(Exhibits A & B)** with the Alabama Department of Transportation to permit the following:
  - a. The installation, operation, and maintenance of a new traffic signal at the U.S. Highway 11 and Kenimer Avenue intersection.
  - b. The installation, operation, and maintenance of an improved traffic signal at the U.S. Highway 11 and Watterson Parkway intersection.
2. That the Mayor and City Clerk are authorized to execute any documents necessary to permit the construction of the traffic signal provided herein above as required by the Alabama Department of Transportation.
3. That this resolution shall become effective immediately upon its adoption by the City Council of the City of Trussville, Alabama.

ADOPTED AND APPROVED THIS THE 14TH OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 14th day of April, 2026, while in regular session on Tuesday, April 14, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of April 2026

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Dan Weinrib MMC, City Clerk

For Official Use Only: ALDOT Agreement Number: \_\_\_\_\_

Region Tracking Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Region: East Central County: Jefferson

**STATE OF ALABAMA** acting by and through the  
**ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the**  
**INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or**  
**ROADWAY LIGHTING**

This Agreement, in accordance with resolution number \_\_\_\_\_ dated (or minutes dated) \_\_\_\_\_ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the City of Trussville (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

AL-7/US-11 @ Kay Avenue [A, D, & E] denotes the installation, operation, and maintenance of a new traffic signal.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the  STATE  MAINTAINING AGENCY will furnish and the  STATE  MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the “**Exhibit O**” is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic – Control signal legend.
    - (3) §32-5A-33, Pedestrian – Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE’s Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE’s Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The  CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".} **NOTE** – If more space is needed, please use continuation sheets.

SEE ATTACHED PLANS

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TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____			
		SYSTEM	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

\_\_\_\_\_  
Legal Name of MAINTAINING AGENCY

Attest: \_\_\_\_\_  
(Seal or notary signature)

By: \_\_\_\_\_  
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: \_\_\_\_\_  
Area Traffic Engineer Signature

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION**

The within and foregoing Agreement is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

RECORDED:

By: \_\_\_\_\_  
Region Engineer Signature

By: \_\_\_\_\_  
State Traffic Engineer Signature

Date: \_\_\_\_\_  
(Added to Archive)

For Official Use Only: ALDOT Agreement Number: \_\_\_\_\_

Region Tracking Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Region: East Central County: Jefferson

**STATE OF ALABAMA** acting by and through the  
**ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the**  
*INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or*  
*ROADWAY LIGHTING*

This Agreement, in accordance with resolution number \_\_\_\_\_ dated (or minutes dated) \_\_\_\_\_ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the City of Trussville (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

AL-7/US-11 @ Kay Avenue [A, D, & E] denotes the installation, operation, and maintenance of a new traffic signal.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the  STATE  MAINTAINING AGENCY will furnish and the  STATE  MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the “**Exhibit O**” is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic – Control signal legend.
    - (3) §32-5A-33, Pedestrian – Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE’s Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE’s Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The  CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".} **NOTE** – If more space is needed, please use continuation sheets.

SEE ATTACHED PLANS

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TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____			
		SYSTEM	<input type="checkbox"/> YES <input type="checkbox"/> NO

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

\_\_\_\_\_  
Legal Name of MAINTAINING AGENCY

Attest: \_\_\_\_\_  
(Seal or notary signature)

By: \_\_\_\_\_  
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: \_\_\_\_\_  
Area Traffic Engineer Signature

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION**

The within and foregoing Agreement is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

RECORDED:

By: \_\_\_\_\_  
Region Engineer Signature

By: \_\_\_\_\_  
State Traffic Engineer Signature

Date: \_\_\_\_\_  
(Added to Archive)

**A Resolution Authorizing the City of Trussville, Alabama, to Enter into an Agreement with Blaising Fire & Water, Inc., for Purchasing Updated Protective Gear & Equipment for the Police Department, under an Exception to the State Competitive Bid Law.**

**WHEREAS**, which the City of Trussville, Alabama, (“City”) finds necessary in order to provide for the health, safety, and welfare of its citizens and employees; and

**WHEREAS**, the City Police Department needs to purchase updated protective gear & equipment to protect our officers from harm; and

**WHEREAS**, the total cost of the proposals (**Exhibits A & B**) submitted by Blaising Fire & Water, Inc., is over \$30,000 which is in excess of the competitive bid amount unless an exception listed in § 41-16-51(a) of the Code of Alabama (1975) is applicable; and

**WHEREAS**, the City must have the updated protective gear & equipment because it impacts the safety of people as stated in § 41-16-51(a)(15) of the Code of Alabama (1975)

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Trussville, Alabama, the following:

**Section 1.** Having considered all relevant material, the City Council finds that the equipment listed in **Exhibits A & B** specifically impacts and relates to the safety of persons, as stated in § 41-16-51(a)(15) of the Code of Alabama (1975), thus permitting the agreement to be executed without having to conduct competitive bidding.

**Section 2.** The Mayor is hereby authorized to approve the Police Department’s proposed purchases, payable from the **01 General Fund**

**Section 3.** This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED AND APPROVED THIS THE 14TH OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA    )  
JEFFERSON COUNTY    )

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 14th day of April, 2026, while in regular session on Tuesday, April 14, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of April 2026

\_\_\_\_\_  
Dan Weinrib MMC, City Clerk



# Quotation

**BLAISING FIRE & WATER, INC**  
 3025 WILSON STREET  
 PELHAM, AL 35124

**Date** 3/5/2026  
**Quotation #** Trussville Armor Kits VELSYST  
**Customer ID**

**Quotation For**

Trussville Police Dept  
 Ryan Robinson  
 rrobinson@trussville.org

**Quotation valid until:** 4/4/2026  
**Prepared by:** Justin

**Comments or Special Instructions**

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
JP				Due on receipt

Quantity	Description	Unit Price	Taxable?	Amount
12	Velocity Systems SCARAB SC10 Kit Plate Carrier For 10 x 12 Multicurve Armor  (Sizes Med - Large)	\$ 355.00	No	\$ 4,260.00
12	Zip On Backpack Panel For Vest	\$ 110.00		\$ 1,320.00
12	Maximus HRT Placard Ranger Green	\$ 120.00		\$ 1,440.00
24	POLICE PVC ID Panel Green w/ Black Font - Combat Swag Brand	\$ 20.00		\$ 480.00
24	Level III Model BDS H4001-1  10 Year Warranty Armor (10 x 12) MSAPI	\$ 400.00		\$ 9,600.00
24	Level III Model BDS H4001-1 6 x 6  Side Armor 10 Year Warranty	\$ 145.00		\$ 3,480.00
1	Freight From Suppliers	\$ 225.00		\$ 225.00
1	26" ARC CRS Rifle Rated Ballistic Shield  w/ Sling w/ Weapon Mount	\$ 3,850.00		\$ 3,850.00
				\$ 222.00

**DISCLAIMER:**

All credit card payments will be subject to a processing fee of 4% added to the pre-taxed total.

Tax Rate	0.00%
Sales Tax	\$ -
Other	
<b>PO TOTAL</b>	<b>\$ 24,877.00</b>
<b>TOTAL USING CREDIT CARD</b>	<b>\$ 25,872.08</b>



# Quotation

**BLAISING FIRE & WATER, INC**  
 3025 WILSON STREET  
 PELHAM, AL 35124

**Date** 3/31/2026  
**Quotation #** EPIC Specialist  
**Customer ID**

**Quotation For**

Trussville Police Department  
 Ryan Robinson

**Quotation valid until:** 4/30/2026  
**Prepared by:** Justin

**Comments or Special Instructions**

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
JP				Due on receipt

Quantity	Description	Unit Price	Taxable?	Amount
		.	No	
12	EPIC Specialist w/ 10 Year Warranty	\$ 1,056.00		\$ 12,672.00
	NVG Shroud, Rails, Dial Retention, Sizes	.		
	Small, Med, Large, Xlarge	\$ -		
	Colors Black, Coyote, Ranger Green	.		
-		\$ -		\$ -
1	Shipping From Supplier	\$ 145.00		\$ 145.00
		\$ -		
-		\$ -		\$ -
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		

**DISCLAIMER:**  
 All credit card payments will be subject to a processing fee of 4% added to the pre-taxed total.  
 If paying with an agency Purchase Order, use PO# Total in YELLOW

Tax Rate	0.00%
Sales Tax	\$ -
Other	
<b>PO# TOTAL</b>	<b>\$ 12,817.00</b>
<b>TOTAL USING CREDIT CARD</b>	<b>\$ 13,329.68</b>

**A Resolution Amending Resolution No. 2026-14, Finalizing a Term Limits Policy within the Policy & Procedure for the Appointment of Members to the Trussville City Board of Education**

**BE IT RESOLVED** by the City Council of the City of Trussville, Alabama, as follows:

**Section 1. Adoption of Policy**

That the **School Board Appointment Policy and Interview Procedure**, including the Candidate Evaluation Scoring Matrix attached thereto as Appendix A, is hereby adopted and approved as the official policy of the City of Trussville governing appointments to the Trussville City Board of Education.

**Section 2. Application and Evaluation Process**

That vacancies shall be publicly announced, applications received through the City's official application portal, and candidates evaluated and scored by members of the City Council in accordance with the adopted policy.

**Section 3. Public Interview Requirement**

That finalists identified through the evaluation process shall be interviewed during a public Committee of the Whole meeting using uniform questions, in compliance with the Alabama Open Meetings Act.

**Section 4. Council Appointment**

That appointments to the Trussville City Board of Education shall be made by majority vote of the City Council at a separate council meeting following public interviews and deliberation.

**Section 5. Term Limits**

~~That members of the Trussville City Board of Education shall be subject to term limits as established in Resolution No. 2026 \_\_\_\_\_ or any successor resolution adopted by the City Council.~~

A member who has served one full term on the School Board may be reappointed to a second consecutive term **without the requirement of an interview**, provided the member has served satisfactorily. Notwithstanding the foregoing, the City Council, by majority vote, require an interview prior to any reappointment.

The City Council may grant a **one-time waiver** of the consecutive term limit for Board members by majority vote when deemed to be in the best interest of the City, including but not limited to the following circumstances:

- A shortage of qualified applicants;
- The need to retain specialized or institutional expertise; or
- Other unique or exceptional circumstances

Any waiver granted under this subsection shall be documented in the official meeting minutes.

**Section 6. Administration**

That the Human Resources Department is authorized to administer the application process, compile evaluation scores, and provide administrative support as outlined in the adopted policy.

**Section 7. Effective Date**

That this Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED THIS THE 14TH OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 14th day of April, 2026, while in regular session on Tuesday, April 14, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of April 2026

\_\_\_\_\_  
Dan Weinrib MMC, City Clerk

**Resolution No. 2026-**

**A Resolution to Reappoint Sherrye Tolbert to the City Board of Education**

**BE IT RESOLVED** by the City Council of the City of Trussville, Alabama that incumbent Sherrye Tolbert is hereby reappointed to the Trussville City Board of Education, with term ending May 26, 2031.

ADOPTED AND APPROVED THIS THE 14TH OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 14th day of April, 2026, while in regular session on Tuesday, April 14, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of April 2026

\_\_\_\_\_  
Dan Weinrib MMC, City Clerk

Resolution No. 2026-

**A Resolution Honoring Leo on His Retirement from Various K-9 Duties**

**WHEREAS**, dogs have always been mankind’s best friends; and

**WHEREAS**, **Leo**, a Belgian Malinois Shepherd Cross Breed, joined our Police Department in August 2017 after graduating from Alabama Canine’s training program, and quickly became our community’s best friend; and

**WHEREAS**, during his eight years & eight months of service, **Leo** served us honorably, helping law enforcement nab drugs trafficking, armed robbery and domestic violence suspects off our streets; and

**WHEREAS**, **Leo** is ready to retire his muzzle and *paw* over duties to his four younger K-9 colleagues

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of **Trussville, Alabama**, that on behalf of the entire Trussville community, we, Mayor Ben Short & the City Council, thank **Leo** for keeping us safe throughout his entire law enforcement career. We wish **Leo** many years of a long & fruitful retirement.

ADOPTED AND APPROVED THIS THE 14TH OF APRIL 2026

\_\_\_\_\_  
Jaime Melton Anderson, Council President

\_\_\_\_\_  
Ben Short, Mayor  
City of Trussville

Attest: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 14th day of April, 2026, while in regular session on Tuesday, April 14, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of April 2026

\_\_\_\_\_  
Dan Weinrib MMC, City Clerk