



Texas Department of Transportation

Subject: City of Wharton LPR MUA

Date: 12-29-23

NAME	REVIEWED / APPROVED	COMMENTS	INITIALS	DATE
Mark Johnson, P.E.	Reviewed/Approved		DS MJ	1/5/2024
Chris Henry, P.E.	Reviewed/Approved		DS CH	1/5/2024
James Stevenson, P.E.	Reviewed/Approved		DS JS	1/5/2024
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	Reviewed/Approved			
	Reviewed/Approved			
Upon Signature Return To:	Maintenance Division			



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MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Wharton _____, hereinafter called _____ City _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 30th day of October, 20 23, the governing body for the City entered into Resolution/Ordinance No. 2023-28 hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public License Plate Reader(US59;BU59;FM102, below) on the highway right of way, (ROADWAY & SH60; FM1301 CONTROL SECTION NO. Various). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

 City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

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4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the _____ City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that _____ City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City _____ shall be responsible for the facility's timely removal at no cost to the State.

If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2023, THE City of Wharton (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. _____ City _____ shall include TxDOT as an additional insured by endorsement in _____ City _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed Insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the _____ City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The _____ City _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ City _____ if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	City of Wharton 1407 N Richmond Rd., Suite 100 Wharton, TX 77488

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

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IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of 1/5/2024, 20____.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

(Name of other party)
By: L. Barker
Signature

Tim Barker
Printed Name

DocuSigned by:
By: James Stevenson, P.E.
72D80A78625A430
Director, Maintenance Division

Mayor
Title

City of Wharton
Agency

979-532-2491
Contact Office and Telephone No.

James Stevenson

Printed Name

1/5/2024

Date

APPROVAL RECOMMENDED:

Martin C. Hoast, P.E.
District Engineer

Martin C. Hoast, P.E.
Printed Name

11-21-2023

Date

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ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

**CITY OF WHARTON
RESOLUTION NO. 2023-94**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO ENTER INTO A MULTIPLE-USE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF WHARTON FOR THE INSTALLATION OF LICENSE PLATE READERS IN THE CITY OF WHARTON AND THE EXTRATERRITORIAL JURISDICTION.

WHEREAS, The City of Wharton wishes to install License Plate Readers to existing poles or new poles at the following:

1. F.M. 102 @ U.S. 59 Frontage Road (westbound)
2. Junior College Blvd. @ Ponderosa Road (southbound)
3. F.M 102 near Walmart (eastbound)
4. U.S. 59 Frontage Road near La Casona (southbound)
5. U.S. 59 Frontage Road near Holiday Inn (southbound)
6. Business 59 @ F.M. 961 (northbound)
7. Highway 60 near C.R. 140 (northbound)
8. F.M. 1301 near C.R. 166 (westbound)
9. Business 59 near C.R. 229 (southbound); and,

WHEREAS, The City of Wharton will fund in its entirety the installation of the License Plate Readers within the City of Wharton and the Extraterritorial Jurisdiction; and,

WHEREAS, The City of Wharton agrees to hold and save the Texas Department of Transportation free from damage that may result from the installation of the License Plate Reader Equipment; and,

WHEREAS, In the event, the use of the State Highway Right-of-Way, under the control and operation of the Texas Department of Transportation changes, the Texas Department of Transportation requires the City of Wharton to modify the Multiple-Use Agreement, if needed.

WHEREAS, The City of Wharton will be responsible for the maintenance and use of State Highway Right-of-Way at the location of the facilities; and,

WHEREAS, The Wharton City Council wishes to enter into a Multiple-Use Agreement with the Texas Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The City Council hereby authorizes the City of Wharton to enter into a Multiple-Use Agreement with the Texas Department of Transportation for

the installation of License Plate Readers in the City of Wharton and the Extraterritorial Jurisdiction.

Section II. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to said agreement.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 13th day of November 2023.

CITY OF WHARTON, TEXAS

By: *Tim Barker*

TIM BARKER

Mayor

ATTEST:

Paula Favors
PAULA FAVORS

City Secretary



TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

LICENSE PLATE READER (LPR) USER AGREEMENT

This document constitutes a User Agreement which sets forth the duties and responsibilities of the User Agency in order to gain access to the Texas Automated License Plate Reader (LPR) Database administered by the Texas Department of Public Safety (TXDPS). The User Agency shall be a criminal justice or law enforcement agency.

USER AGENCY: Wharton Police Department

ADDRESS: 1407 N Richmond Rd, Wharton TX 77488

The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

A. USER AGENCY RESPONSIBILITIES

1. The User Agency may only access and use LPR information for official criminal justice purposes. LPR information shall not be accessed or used for any other purpose.
2. The User Agency shall allow TXDPS to share the User Agency's data contributed to the LPR Database with other authorized criminal justice or law enforcement agencies.
3. The User Agency shall provide its own internet connectivity and maintenance which meets Criminal Justice Information Services (CJIS) Security Policy requirements.
4. The User Agency shall retain sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to the LPR Database.
5. The User Agency shall, at will and at any time, update, correct, or delete the information that it contributes to the LPR Database.
6. The User Agency has the sole responsibility to ensure that the information it contributes to the LPR Database was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.
7. The User Agency has sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into the LPR Database, including but not limited to the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code Ch. 730).
8. The User Agency shall duly report to TXDPS, in writing, any instance in which LPR information is used in an unauthorized manner. Such notice shall be provided immediately, but no later than three (3) calendar days of when the User Agency first learned of the unauthorized use.
9. The User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to the LPR Database.
10. The User Agency is solely responsible for the actions or omissions of its employees and officers.
11. The User Agency shall permit access to the LPR Database only to individual users who meet standard Texas Law Enforcement Telecommunications System (TLETS) credentials.

B. GENERAL TERMS

1. TXDPS shall notify the User Agency if it receives a challenge to or reasonable question about the accuracy of the information submitted by the User Agency in the LPR Database.
2. The minimum retention period for information to remain in the LPR Database shall be three (3) years, unless the User Agency indicates to TXDPS that a shorter retention period is required.
3. TXDPS will provide system training to the LPR Database users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability shall be incurred by TXDPS by virtue of this User Agreement beyond monies available to it for the purpose of fulfilling this User Agreement.
4. TXDPS reserves the right to immediately suspend service to the User Agency or an individual user when applicable policies are violated. Service may be reinstated, in TXDPS' sole discretion, upon receipt of satisfactory assurance that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency.
5. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine the User Agency's compliance with standards and requirements associated with TLETS, Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC), and of this User Agreement throughout the term and for a period of four (4) years after the termination of this User Agreement. The User Agency shall maintain records regarding the use and dissemination of information in the LPR Database and shall provide such records to TXDPS immediately upon its request.
6. Any waiver of any breach or default of this User Agreement by TXDPS shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

C. DURATION AND TERMINATION

1. This User Agreement is effective upon the date it is signed by the User Agency and shall remain in effect until terminated by TXDPS or the User Agency.
2. This User Agreement may be terminated at any time upon the mutual written consent of TXDPS and the User Agency.
3. TXDPS or the User Agency may terminate this User Agreement for convenience upon thirty (30) calendar days written notice to the other party.
4. TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.
5. In no event will termination by TXDPS give rise to any liability whatsoever on the part of TXDPS.
6. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information by the User Agency as described in this User Agreement shall survive any termination.

D. NOTICES AND CONTACTS

The User Agency shall direct all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety
Law Enforcement Support Division
Attention: LPR Quality Control Analysts
P.O. Box 4143
Austin, Texas 78765-4134
Email: TCIC.Operations@dps.texas.gov

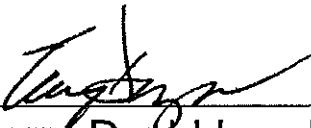
TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: Wharton Police Department
Address: 1407 N Richmond RD
City, State, Zip: Wharton TX 77488
Telephone: 9795323131
Fax: 9795321800
Email: tdlynch@cityofwharton.com

Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed fax or confirmed email.

In WITNESS WHEREOF, the signatory for the User Agency hereby represents and warrants that it has full and complete authority to sign this User Agreement on behalf of the User Agency.

USER AGENCY:

Signature: 
Printed Name: Terry David Lynch
Title: Chief of Police
Date: 979-532-3131

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
DWIGHT D. MATHIS
JEFF WILLIAMS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

June 22, 2023

Chief Lynch /Lance Bothell
Wharton Police Department
1407 North Richmond Road
Wharton, TX 77488

Chief Lynch,

The information provided by your agency articulates a valid law enforcement purpose and provides informative details of your intended use of the ALPR data. We are also in receipt of your Texas LPR file user agreements. Please present this document with your application to TxDOT as proof of DPS validation of meeting the necessary requirements on the law enforcement aspects of this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Michelle Farris'.

Michelle Farris, Chief
Crime Records Division

flock safety

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION
SUBMITTED BY WHARTON POLICE DEPARTMENT
AUTOMATIC LICENSE PLATE READING
(ALPR) CAMERAS PERMIT

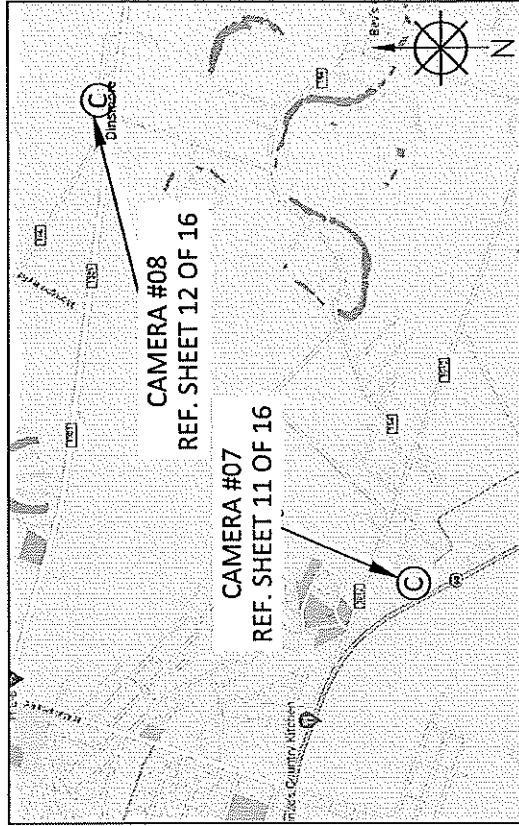
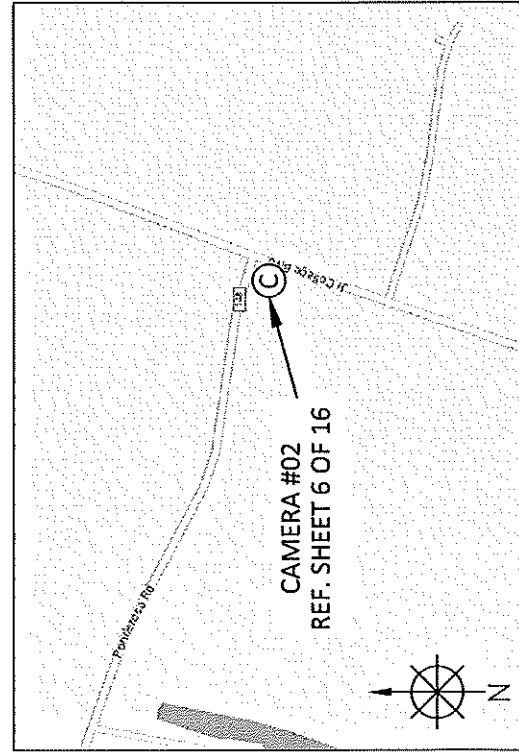
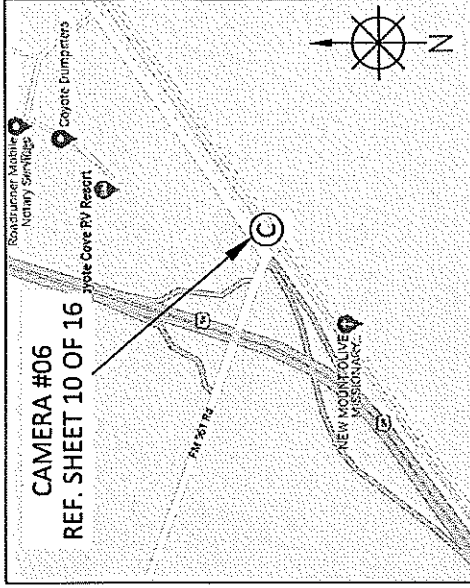
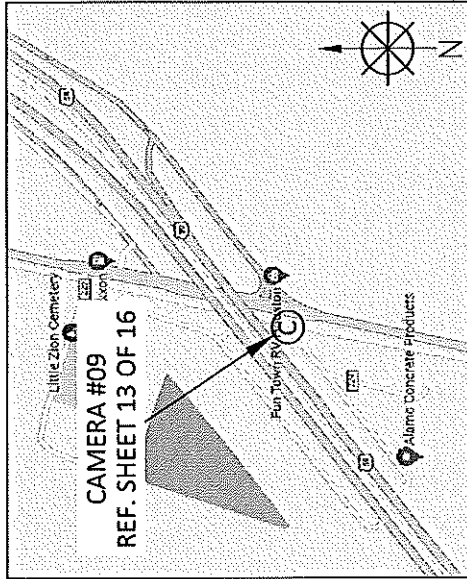
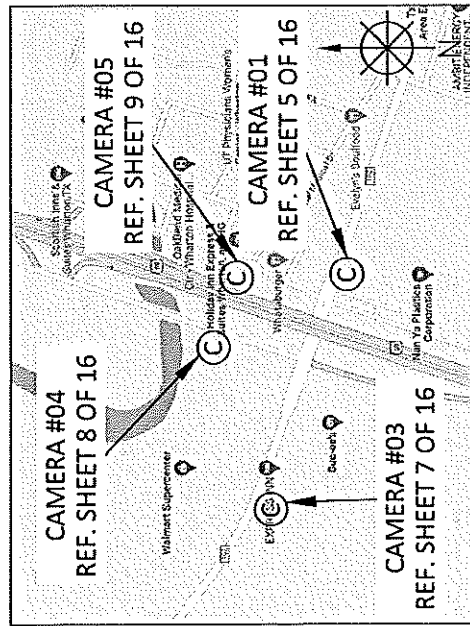
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- SHEET 4 : CAMERA LOCATION INFORMATION
- SHEET 5-13 : SITE PLAN
- SHEET 14 : TRAFFIC CONTROL PLAN
- SHEET 15-16 : POLE DETAILS



flock safety		REV		DESCRIPTION	DATE	BY	TITLE	COVER SHEET		PLANS PREPARED BY: XCCHC A CONSTRUCTION COMPANY 2000 Rio San Diego Dr., Suite 100 San Diego, CA 92108 (619) 584-0004 FAX (619) 284-0086		PROJECT: 329020
								TXDOT		DRAWN BY: SAIT RAI		
								ALPR CAMERA INSTALLATION		CHECKED BY: RAMANDEEP SINGH		
										APPROVED BY: ALY BOLICK		
										DATE: 07/05/2023		
										SHEET 1 OF 16		

LOCATION / VICINITY MAP



flock safety

REV	DESCRIPTION	DATE	BY	TITLE	SCOPE OF WORK
				CAMERA LOCATION MAP	TXDOT
					ALPR CAMERA INSTALLATION

PROJECT: 329020	PLANS PREPARED BY: CHC
DRAWN BY: SUIT RAJ	A CONCRETE COMPANY
CHECKED BY: RAMANDEEP SINGH	1000 PG RD SC DRILLING & 100
APPROVED BY: ALY BOLLICK	1000 PG RD SC DRILLING & 100
DATE: 07/05/2023	(940) 280-0001 FAX (940) 280-0008
	SHEET: 2 OF 16

GENERAL NOTES AND TRAFFIC DESIGN TABLES

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (FHWA) AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE CITY OF WHARTON UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (FT.)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55	500
	60	600
	65	700
	70	800
Expressway or Freeway	75	900
	80	1000
	All Speeds	See Typical Applications (Chapter 6H)

Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.35 L
One-Lane, Two-Way Traffic Taper	50 FT. minimum, 100 FT. maximum
Downstream Taper	50 FT. minimum, 100 FT. maximum

Note: Use Table 6C-4 to calculate L.

Table 6C-4. Merging Taper Lengths and Spacing of Channelizing Devices

Posted Speed	* Minimum Desirable Taper Lengths				Suggested maximum Spacing of Channelizing Devices	
	Formula	10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = WS^2$ 60	150'	165'	180'	50'	65'
35		205'	225'	245'	35'	70'
40		285'	305'	320'	40'	80'
45		400'	425'	440'	45'	90'
50	$L = WS^2$ 100	500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70	$L = WS^2$ 150	700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* Taper lengths have been rounded off.

L = Length of Taper (FT.); W = Width of Offset (FT.); S = Posted Speed (MPH)

Table 6C-2. Longitudinal Buffer Space

Speed* (mph)	Length (FT.)
20	40
25	60
30	80
35	120
40	165
45	195
50	240
55	285
60	350
65	410
70	475
75	540
80	615

* Posted speed based upon American Association of State Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavement conditions. For more information, see AASHTO Greenbook, AASHTO 2004, p. 123. This AASHTO document also recommends adjustments for the effect of grade on stopping and braking for trucks.

flock safety

GENERAL NOTES AND TRAFFIC DESIGN TABLES

SCOPE OF WORK:

TXDOT
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:

EXCHC

A CONSULTING COMPANY
5000 No. 3rd Street, Suite 105
Houston, Texas 77056
(713) 260-0001 FAX (713) 260-0006

PROJECT: 329020

DRAWN BY: SHIT RAJ

CHECKED BY: RAMANDEEP SINGH

APPROVED BY: ALY BOLLIC

DATE: 07/05/2023

SHEET: 3 OF 16

CAMERA LOCATION INFORMATION

CAMERA NO.	LOCATION		
	STREET	DIRECTION	LATITUDE LONGITUDE
01	FM-102 RD. RD.	EASTBOUND	29.325710337157616,-96.12045140097516
02	JR. COLLEGE BLVD. (TX-135)	SOUTHBOUND	29.37282273986935,-96.06603222660615
03	FM-102 RD.	EASTBOUND	29.32746231260145,-96.12587558831952
04	US 59 RD.	SOUTHBOUND	29.328729968538845,-96.12135797422583
05	US 59 RD.	SOUTHBOUND	29.328066108962542,-96.11972559404109
06	US-59 BUS HWY.	NORTHBOUND	29.28116167756366,-96.13150379364795
07	BAY CITY HWY. (TX-60)	NORTHBOUND	29.300996320532313,-96.07850195773766
08	FM-1301 RD.	WESTBOUND	29.31718034845702,-96.05042177118398
09	US-59 BUS HWY.	SOUTHBOUND	29.36607230455258,-96.09050901846061

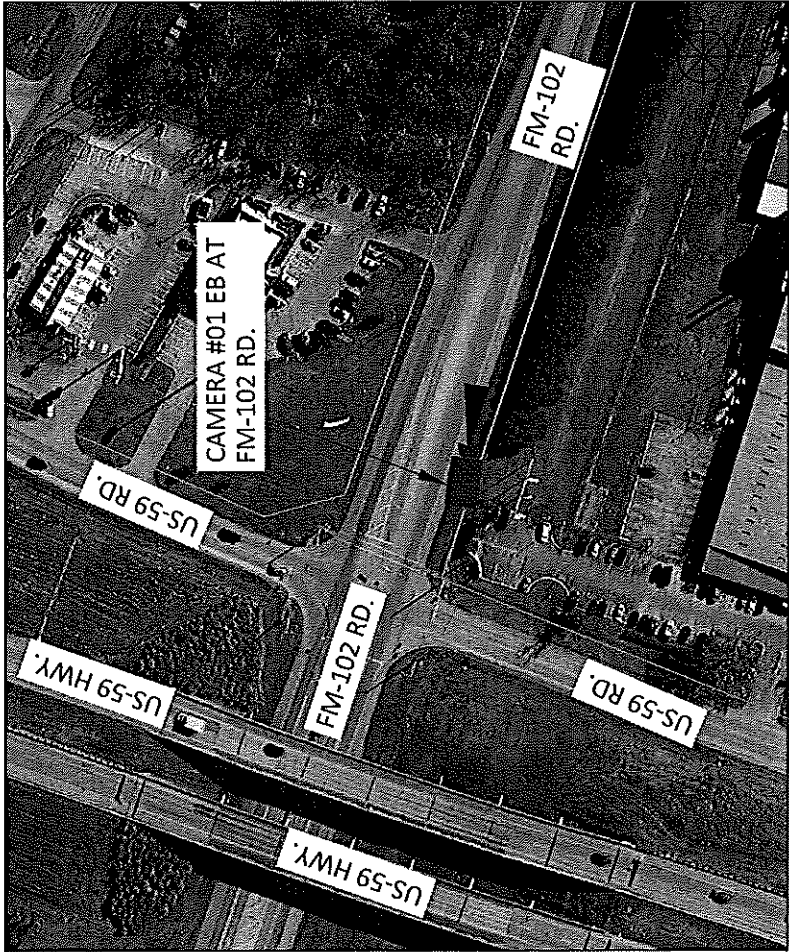
f'lock safety		REV	DESCRIPTION	DATE	BY	TITLE	CAMERA LOCATION INFORMATION		PLANS PREPARED BY:	PROJ#: 329020
							TXDOT		XCCHC	DRAWN BY: SHIT RAI
						SCOPE OF WORK:	ALPR CAMERA INSTALLATION		A CONSULTING COMPANY	CHECKED BY: RAMANDEEP SINGH
									2005 HG 300 10000 100 100	APPROVED BY: ALY BOJICK
									5000 250-0001 FAX (846) 250-0006	DATE: 07/05/2023 SHEET: 4 OF 15

SITE ADDRESS:

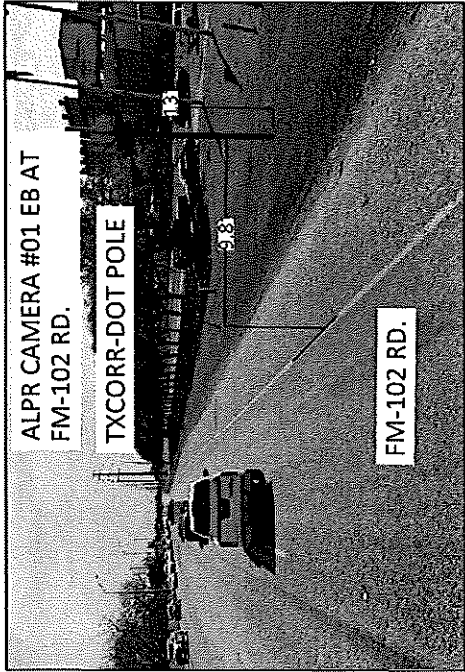
10367 US-59, WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



BEGIN_DFO : 20.235000
END_DFO : 39.084000
BEGIN_MPT : 1.000000
END_MPT : 19.849000

flock safety

REV	DESCRIPTION	DATE	BY	TITLE	SCOPE OF WORK
				SITE PLAN	TXDOT
					ALPR CAMERA INSTALLATION

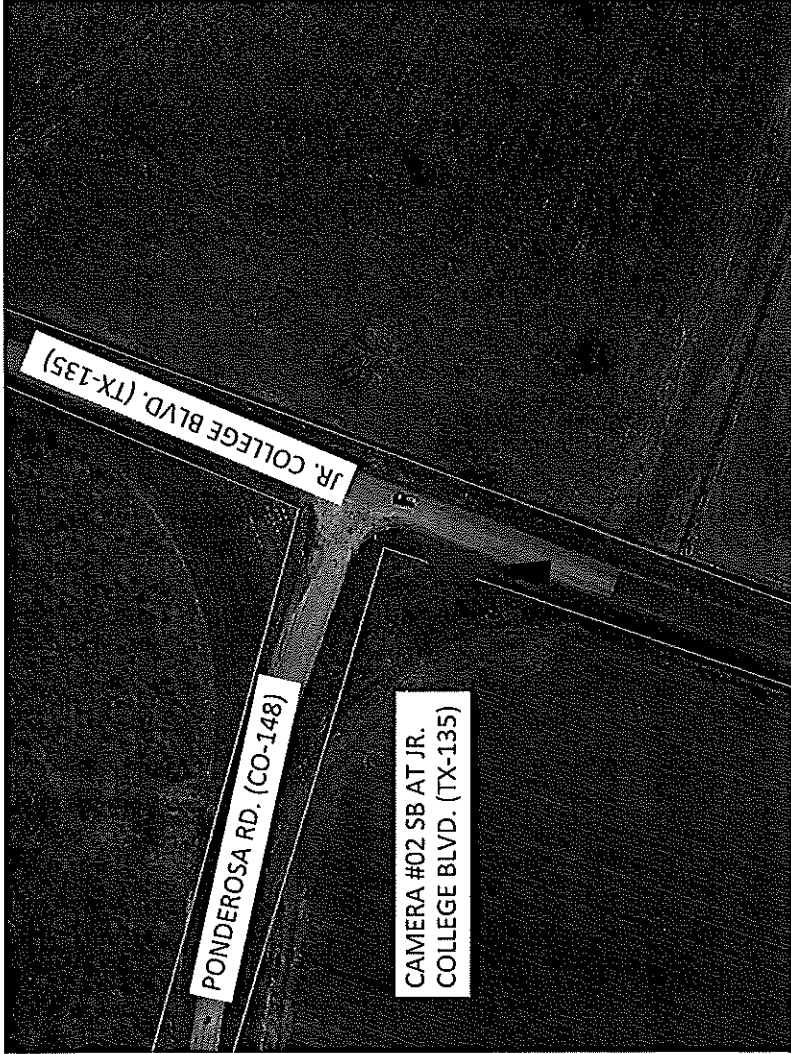
PLANS PREPARED BY:	PROJ#: 329020
CHC	DRAWN BY: SMIT RAJ
A CONGRUOUS COMPANY	CHECKED BY: RAMANDEEP SINGH
5055 Rd 59, Suite 100, Wharton, TX 77488	APPROVED BY: ALY BOLLICK
(949) 250-0901 FAX (949) 250-0095	DATE: 07/05/2023
	SHEET: 5 OF 18

SITE ADDRESS:

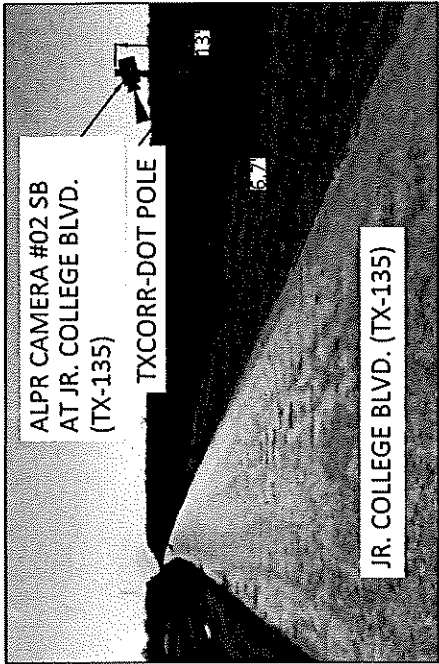
6513 LEES LN., WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



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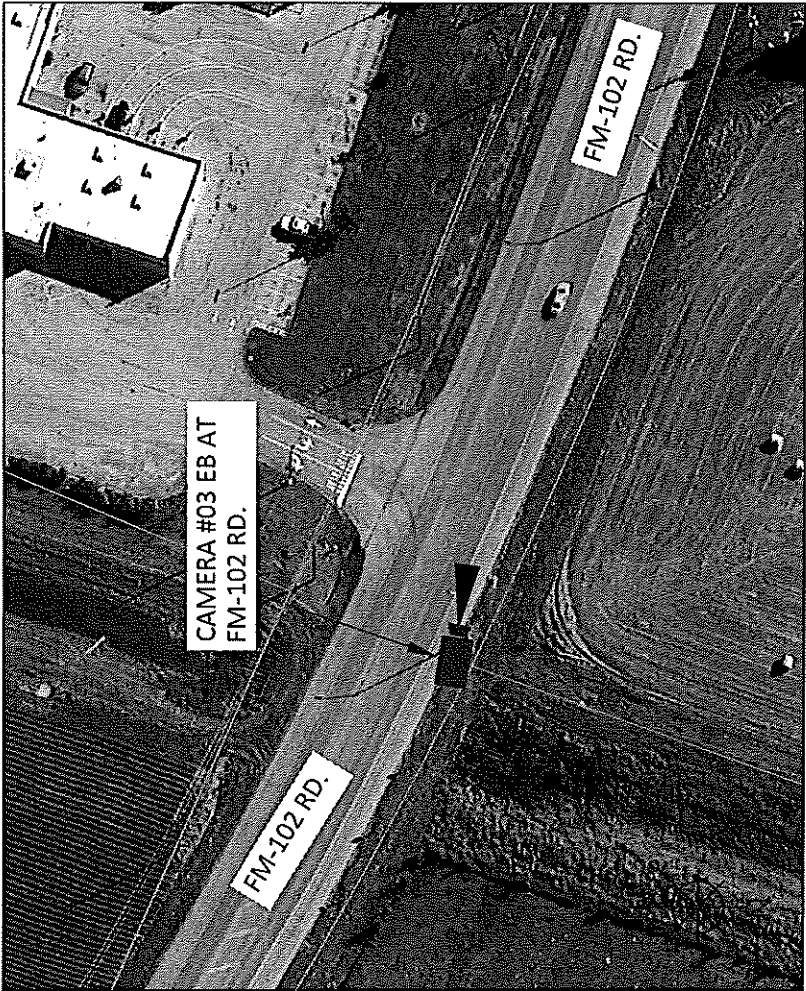
flock safety

REV	DESCRIPTION	DATE	BY	TITLE:	SCOPE OF WORK:	PLANS PREPARED BY:	PROJ#:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	SHEET:
						CHC A CONSULTING COMPANY 2000 Rio San Diego Dr. Ste 100 San Diego, CA 92108 (619) 291-0001 FAX (619) 291-0008	329020	SMIT RAJ	RAMANDEEP SINGH	ALY BOLICK	07/05/2023	6 OF 16

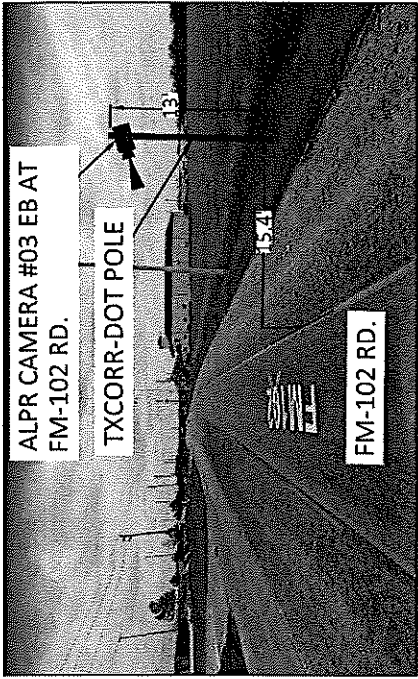
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2393 FM102, WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



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BEGIN_MPT : 1.000000
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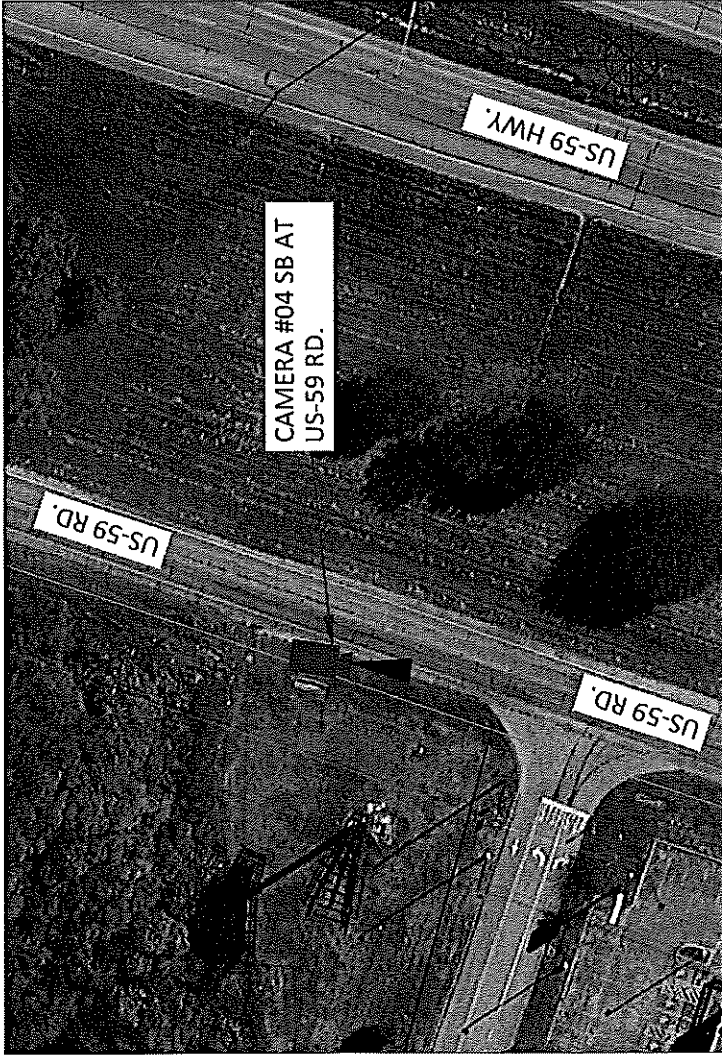
flock safety

REV	DESCRIPTION	DATE	BY	TITLE	SITE PLAN
				SCOPE OF WORK:	TXDOT
					ALPR CAMERA INSTALLATION
PLANS PREPARED BY:					PROJ#: 329020
XCHC					DRAWN BY: SMIT RAJ
A CONGRUENT COMPANY					CHECKED BY: RAMANDEEP SINGH
5005 ROSS CIRCLE DR. SUITE 100					APPROVED BY: ALY BOJICK
(949) 200-0001 FAX (949) 200-0008					DATE: 07/05/2023
					SHEET: 7 OF 18

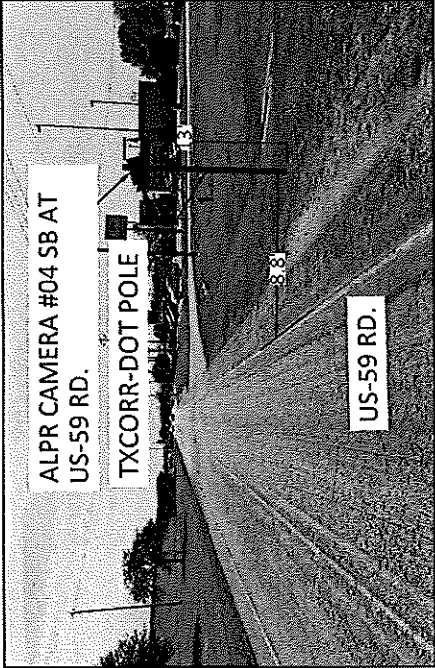
SITE ADDRESS:
5908 CO RD. 135, WHARTON, TX
77488

SITE PLAN

AERIAL VIEW



STREET VIEW



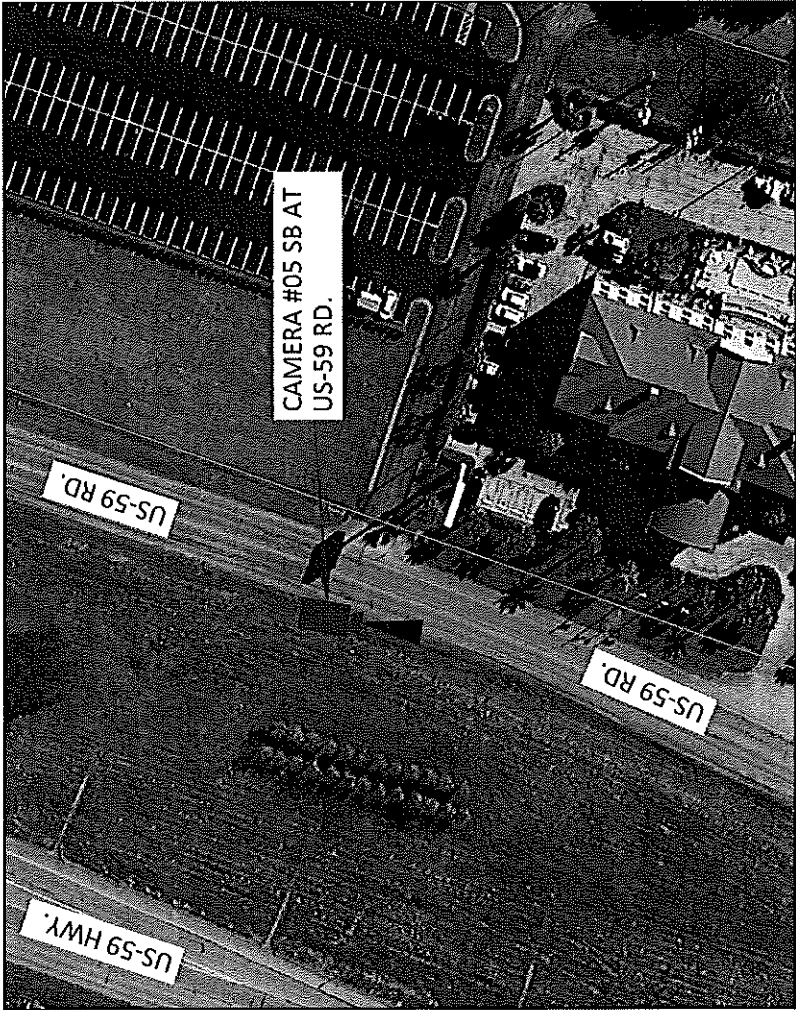
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f'lock safety		REV		DESCRIPTION	DATE	BY	TITLE	SITE PLAN		PLANS PREPARED BY: CHC A CONSULTANT COMPANY 8000 Reg. San Diego Co. 210 100 (760) 250-0001 FAX (760) 250-0006		PROJ# : 323020	DRAWN BY: SMIT RAJ	CHECKED BY: RAMANDEEP SINGH	APPROVED BY: ALY BOLLICK	DATE: 07/05/2023	SHEET: 8 OF 16
		SCOPE OF WORK:		TXDOT ALPR CAMERA INSTALLATION													

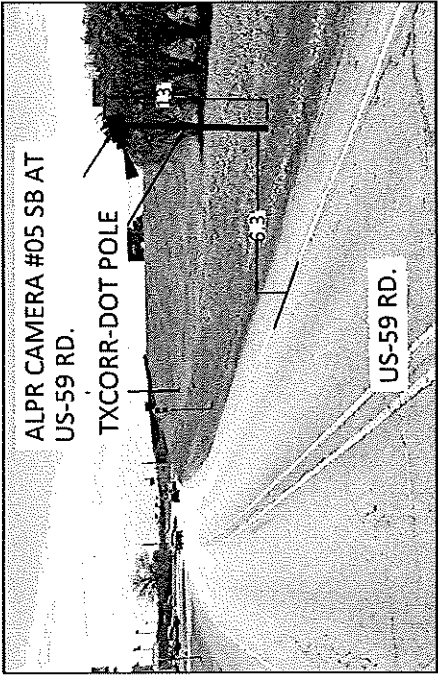
SITE ADDRESS:
10247 US-59, WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



BEGIN_DFO : 338.055
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flock safety		REV	DESCRIPTION	DATE	BY	TITLE	SITE PLAN		PLANS PREPARED BY: CHCH A CONSERVATION COMPANY 2000 P.O. BOX 1000 SANTA ANA, CA 92704 (949) 260-0001 FAX (949) 260-0008		PROJ#: 329020 DRAWN BY: SMIT RAI CHECKED BY: RAMANDEEP SINGH APPROVED BY: ALY BOLICK DATE: 07/05/2023 SHEET: 9 OF 16
		SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION									

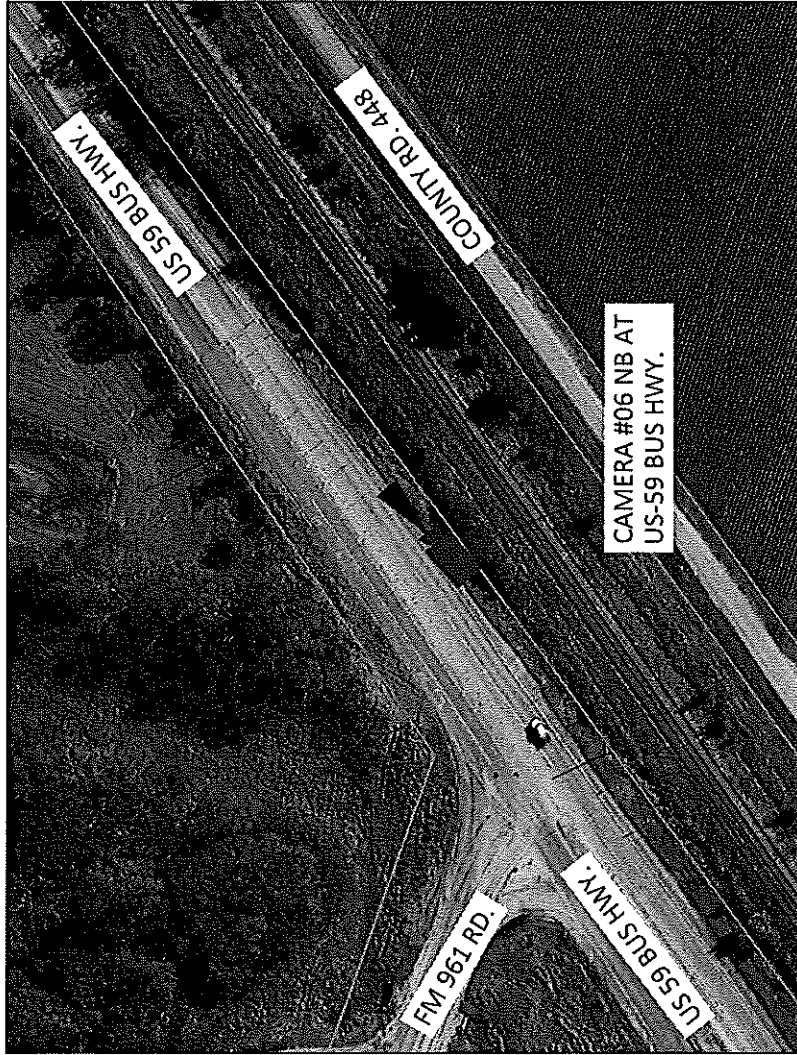
SITE ADDRESS:

298 GREENDALE RD., WHARTON,

TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



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flock safety

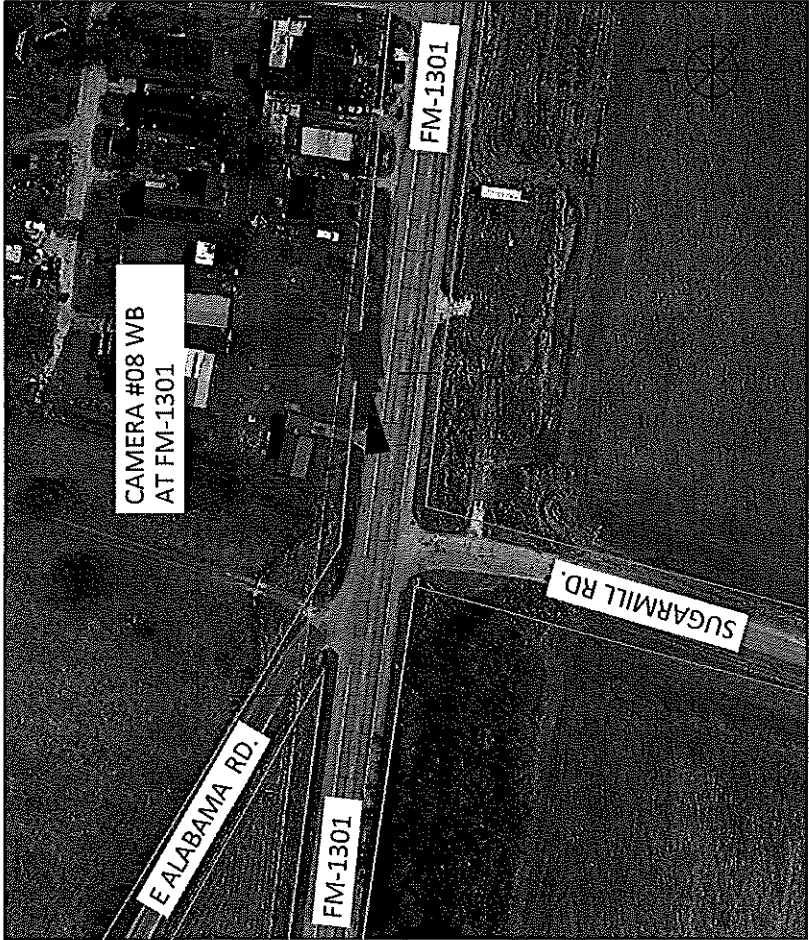
REV	DESCRIPTION	DATE	BY	TITLE	SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION	PLANS PREPARED BY: XCCHC A CONSULTING COMPANY 2905 AG RD. SUITE 100 SARASOTA, FL 34237 (941) 260-0081 FAX (941) 260-0088	PROJ#: 329020 DRAWN BY: SMIT RAJ CHECKED BY: RAMANDEEP SINGH APPROVED BY: ALY BOLLICK DATE: 07/05/2023 SHEET: 10 OF 16
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SITE ADDRESS:

3209 FARM TO MARKET RD 1301,
WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW



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BEGIN_MPT	: 2.000000
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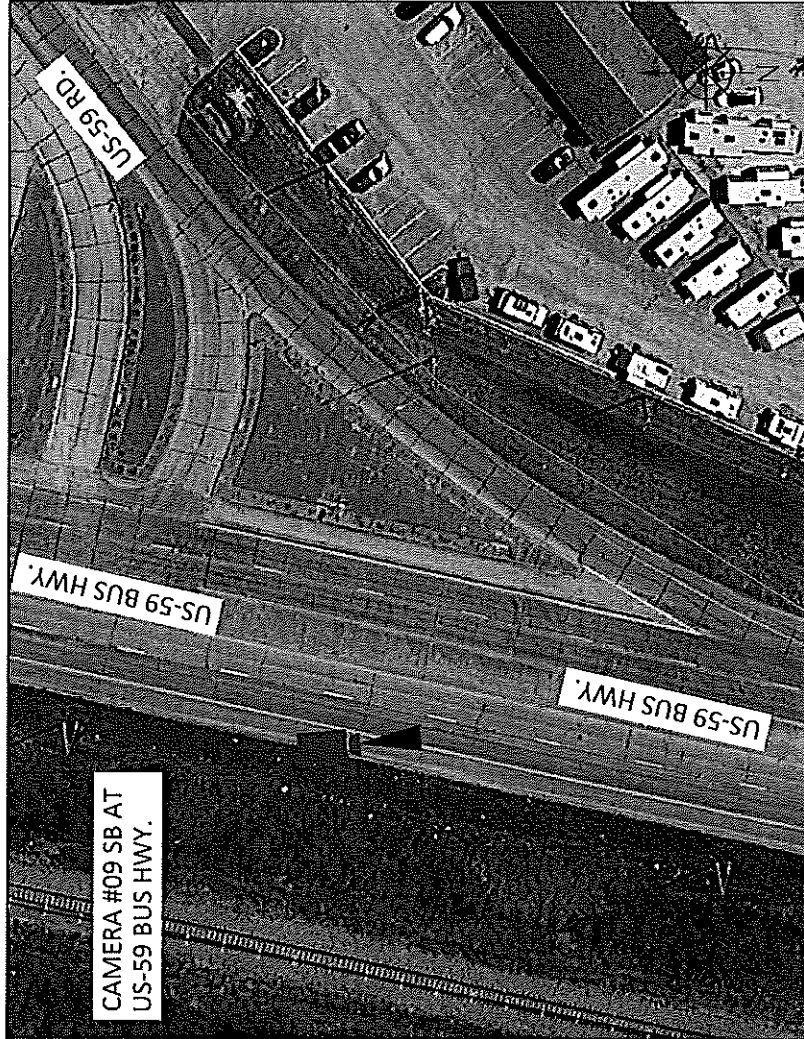
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																CHECKED BY: RAMANDEEP SINGH	
																APPROVED BY: ALY BOLLICK	
																DATE: 07/05/2023	
																SHEET: 12 OF 16	

SITE ADDRESS:

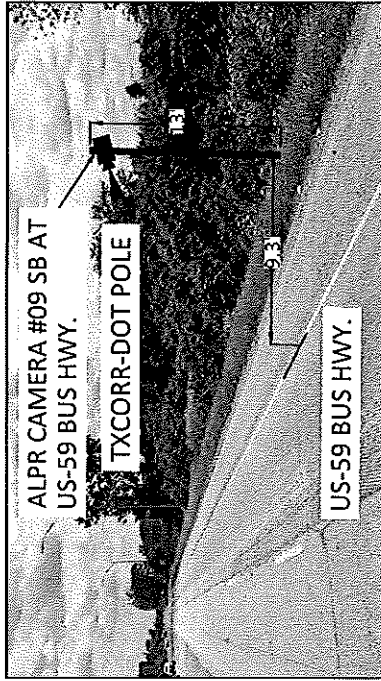
6767 US-59, WHARTON, TX 77488

SITE PLAN

AERIAL VIEW



STREET VIEW

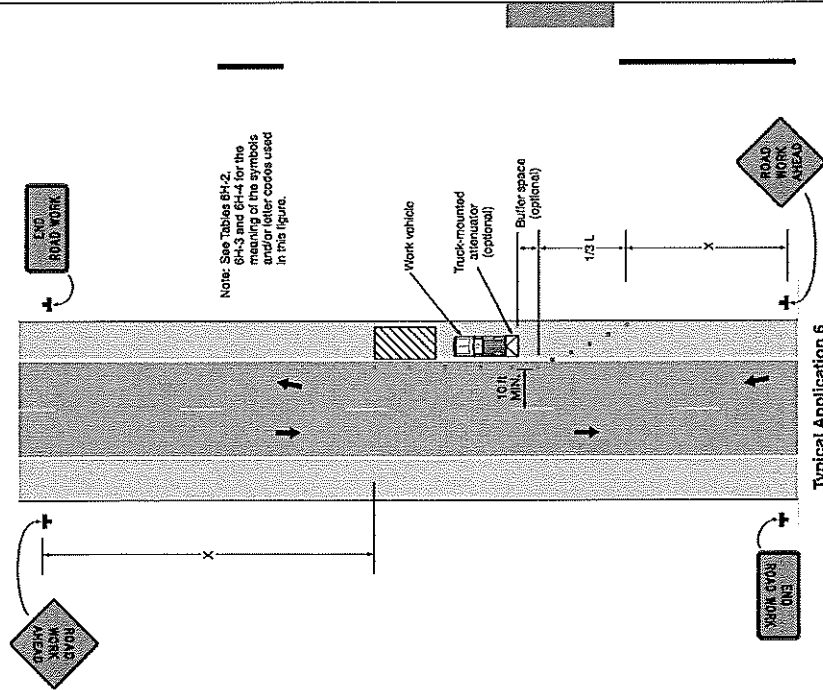


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flock safety

REV	DESCRIPTION	DATE	BY	TITLE	SCOPE OF WORK:	SITE PLAN	PLANS PREPARED BY:	PROJ#: 329020
					TXDOT		CHCH A CONGRUENT COMPANY 5050 Red Dog Dr., Ste 100 Houston, TX 77056 (281) 266-0061 FAX (281) 266-0068	DRAWN BY: SMIT RAJ
					ALPR CAMERA INSTALLATION		CHECKED BY: RAMANDEEP SINGH	
							APPROVED BY: ALY BOJICK	
							DATE: 07/05/2023	SHEET: 13 OF 16

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



December 2019

10/19/13

flock safety

REV	DESCRIPTION	DATE	BY	TITLE:
				SCOPE

TRAFFIC CONTROL PLAN	TXDOT	PR CAMERA INSTALLATION
----------------------	-------	------------------------

PROJECT: 329020
 DRAWN BY: SMIT RAJ
 CHECKED BY: RAUNDEEP SINGH
 APPROVED BY: ALY BOUCK
 DATE: 07/05/2023 SHEET: 14 OF 18

TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON FM-102 RD. RD. (EASTBOUND)
SOUTHWEST OF MATTIE ST. & US-59 RD.

CAMERA #02 ON JR COLLEGE BLVD. (TX-135)
(SOUTHBOUND)
BETWEEN PONDEROSA RD. & MELTON LN.

CAMERA #03 ON FM-102 RD. (EASTBOUND)
BETWEEN US 59HWY.(OVERPASS) & OWENS RD.(CD-235)

CAMERA #04 ON US-59 RD. (SOUTHBOUND)
BETWEEN FEEDER RD. & FM-102 RD.

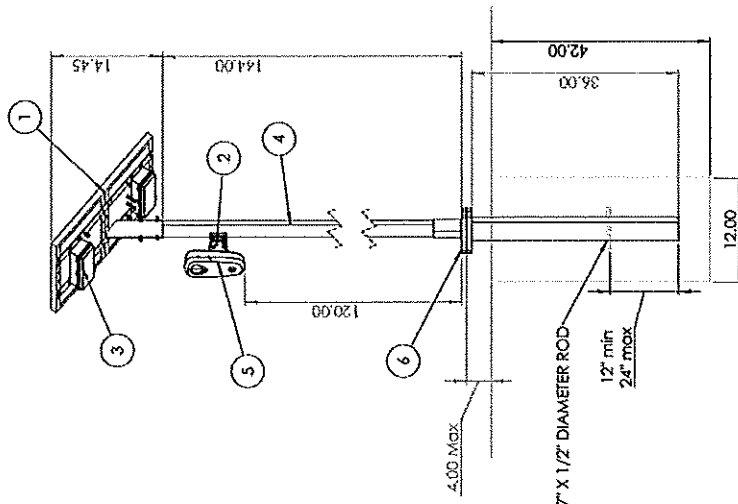
CAMERA #05 ON US-59 RD. (SOUTHBOUND)
NORTH OF REGIONAL MEDICAL DR.

CAMERA #06 ON US-59 BUS HWY. (NORTHBOUND)
BETWEEN FM-961 RD. AND WILDERNESS TRAIL

CAMERA #07 ON BAY CITY HWY. (TX-60) (NORTHBOUND)
BETWEEN HAWES RD. (CD-140) & OLD LANE CITY RD.

CAMERA #08 ON FM-1301 RD. (WESTBOUND)
BETWEEN SUGARMILL RD. & WASHINGTON ST.

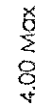
CAMERA #09 ON US-59 BUS HWY. (SOUTHBOUND)
BETWEEN US-59 HWY. (OVERPASS) AND ENGBROCK RD.



ITEM NO.	PART NUMBER	DESCRIPTION	WEIGHT (LB)	QTY.
1	701-00116	DOUBLE SOLAR PANEL WITH TOP MOUNT	17.0	1
2	702-00012	FLOCK SAFETY CAMERA MOUNT	2	1
3	701-00011	EXTERNAL BATTERY PACK	4.4	0-2
4	205-00102	12" - 10 BWG TUBING	41.21	1
5	701-00059	FLOCK SAFETY CAMERA	3.6	1
6	205-00101	TXDOT SLIP BASE SYSTEM	11	1

[illegible]

1. POLE IS 10 BWG TUBING (2.875" OD, 0.134" NOMINAL WALL THICKNESS). SEE GENERAL NOTES ON TxDOT SLIP BASE DETAILS.
2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS. THE NUMBER OF BATTERIES IS BASED ON POWER REQUIREMENTS.
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 84 LBS



LL

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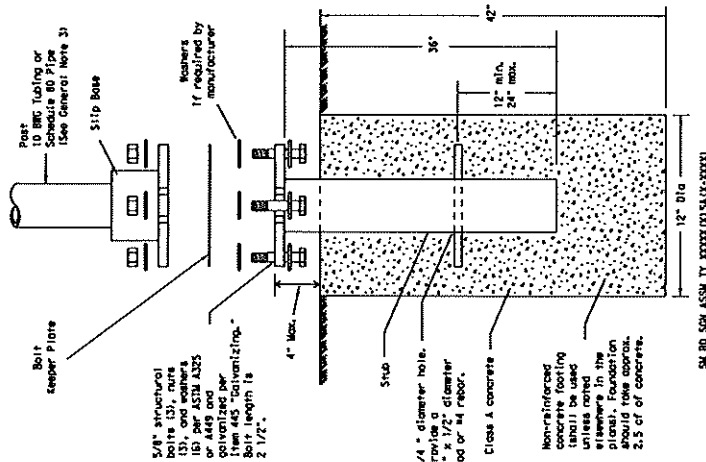
**the Flock Safety System with
TxDOT Slip Base System**

905-00021	A3
-----------	----

1501 JDDK

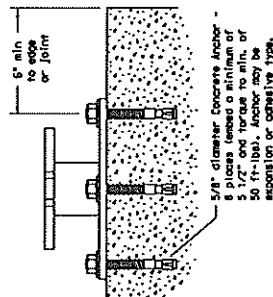
NOTE

There are various devices approved for the Irigular Silboose System. Please reference the Material Producer list for approved slip base systems. www.xdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.



130000-73 (X) 00000 AL MSST MS5 DE MS

CONCRETE ANCHOR



(XXXXX-X) US (XX XXXXX AL MSST KES OR MS

[illegible]

GENERAL NOTES:

1. Slip shoes shall be permanently marked to indicate manufacturer, method, design, and location of testing and be subject to approval of the TxDOT Traffic Standards Engineer.
2. The slip shoes used with this system shall conform to the following specifications:
 - a. 100% natural rubber
 - b. 100% natural rubber
 - c. 1.34" nominal wall thickness
 - d. Steel or electric-resistance welded steel tubing or pipe
 - e. Slip shoes shall be 15.25" or 25" per ASTM A1011 or ASTM A1068
 - f. Slip shoes shall be 15.25" or 25" per ASTM A1011 or ASTM A1068
 - g. 55,000 PSI minimum yield strength
 - h. 70,000 PSI minimum tensile strength
 - i. Slip shoes shall be 100% carbon
 - j. Slip shoes shall be 100% carbon
 - k. Slip shoes shall be 100% carbon
 - l. Slip shoes shall be 100% carbon
 - m. Slip shoes shall be 100% carbon
 - n. Slip shoes shall be 100% carbon
 - o. Slip shoes shall be 100% carbon
 - p. Slip shoes shall be 100% carbon
 - q. Slip shoes shall be 100% carbon
 - r. Slip shoes shall be 100% carbon
 - s. Slip shoes shall be 100% carbon
 - t. Slip shoes shall be 100% carbon
 - u. Slip shoes shall be 100% carbon
 - v. Slip shoes shall be 100% carbon
 - w. Slip shoes shall be 100% carbon
 - x. Slip shoes shall be 100% carbon
 - y. Slip shoes shall be 100% carbon
 - z. Slip shoes shall be 100% carbon

ASSEMBLY PROCEDURE

Foundation

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Employer may permit a bearing of concrete less than 2 cubic yards to be placed from a portable, self-loading concrete pump. The concrete must be placed in a single lift. The concrete must be placed in a portable, self-loading container may be allowed by Employer. Concrete shall be Class 4.
3. Place the pile and of the slip base stub into the center of the concrete. Rotate the stub back and forth to ensure full contact with the concrete. The stub must be placed in the center of the concrete.
4. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
5. Place the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Employer.
6. The Employer may allow slipbase system a multidirectional and is designed to release when struck from any direction.

Support ↑

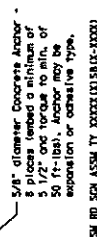
- Our surveys show that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plates are below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be placed and align.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, the vertical clearance between each sign is maintained. See 200 (32) for details.

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

There are various devices approved for the Triangular Slipcase System. Please reference the Material Producer List for approved slip base systems. The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.



CONCRETE ANCHOR

[illegible]

1. Slip base shall be permanently marked to indicate manufacturer, method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post when this system shall conform to the following specifications:
to BRC Tubing (2.875" outside diameter)

1. 1/4" rolled steel, thickness 1/4" or greater, welded steel tubing or pipe. Steel shall be A516 or 55 per ASTM A101 or ASTM A108.
2. 1/2" rolled steel, thickness 1/2" or greater, welded steel tubing or pipe. Other steels may be used if they meet the following:
 - a. 55,000 PSI minimum yield strength
 - b. 20% minimum elongation in 2"
3. Bolt thickness (uncoated) and be within the range of 0.125" to 0.138".
4. Galvanize (uncoated) and be within the range of 2.867" to 2.883".
5. Galvanization per ASTM A123 or ASTM A633 C210. For pre-coated steel tubing ASTM A633, recoat with zinc epoxy paint, conforming with zinc wire per ASTM B635.
6. Schedule 40 Pipe (2.875" outside diameter)
7. 276" nominal wall thickness
8. Steel tubing per ASTM A500 or C
9. Other diameter or nominal wall thickness may be used if they meet the following:
 - a. 55,000 PSI minimum yield strength
 - b. 20% minimum elongation in 2"
10. 276" nominal wall thickness
11. 276" nominal wall thickness
12. 276" nominal wall thickness
13. 276" nominal wall thickness
14. 276" nominal wall thickness
15. 276" nominal wall thickness
16. 276" nominal wall thickness
17. 276" nominal wall thickness
18. 276" nominal wall thickness
19. 276" nominal wall thickness
20. 276" nominal wall thickness
21. 276" nominal wall thickness
22. 276" nominal wall thickness
23. 276" nominal wall thickness
24. 276" nominal wall thickness
25. 276" nominal wall thickness
26. 276" nominal wall thickness
27. 276" nominal wall thickness
28. 276" nominal wall thickness
29. 276" nominal wall thickness
30. 276" nominal wall thickness
31. 276" nominal wall thickness
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ASSEMBLY PROCEDURE

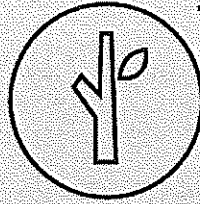
Foundat? not

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation pit may be reduced such that it is embedded a minimum of 18 inches into the solid rock. The concrete should be poured in 3 to 4 lifts. The first lift should be 12 inches deep. The second, third, and fourth lifts should be 12 inches deep for each lift. Place 10 #5 rebar rods, four rebar in a square, into the hole. A suitable container may be utilized by Engineer. Concrete shall be Class A.
 2. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete until it is between 2 to 4 inches above the ground.
 3. Place the stub, allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 4. The triangular slipbase system is multifunctional and is designed to release when struck from any direction.
- Support:**
1. Support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when all pipe is below the edge of pavement or 7 to 7.5 feet above slip plane when the slip plane is above the edge of the travelway. The steel shall be plumb and straight.
 2. Connect all support using conventional means. When multiple signs are installed on the same support, measure the minimum clearance between each sign is maintained. See S&S(U)-2 for all clearances based on sign sizes.

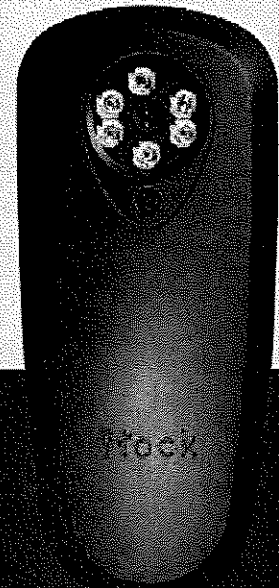
Support ↑

1. The support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane); when slip plate is below edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be placed and straight.
2. The sign to support using connections shown. When multiple signs are installed on the same support, the minimum vertical clearance between each sign is maintained. See Sub(S)(2) for sign spacing based on sign types.

Flock Safety Tech Specs



License plate reading cameras that capture more evidence for your city.



Dual Solar Panels

- Voltage: 18-20V
- Weight: 25.73 lbs (with hardware)
- Length: 21.25"
- Width: 28"
- Mount: Pole top or side of existing pole

Pole

- DOT Breakaway Pole - 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum with black coating
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mounting: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via integrated LTE
- Field of View: 15' wide, 65' distance
- Assembly: Flock Safety in Atlanta, GA



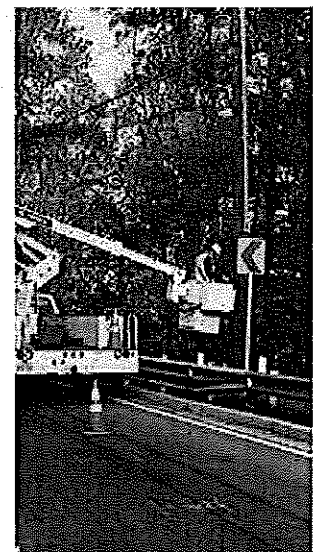
Install Anywhere



Solar &
Existing Pole



Solar &
Flock Pole



Electric &
Existing Pole

NOTES:

- 1 POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .203" (5.16mm) AS PER 12/6/2007 FHWA LETTER.
- 2 THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS)

REVISION HISTORY			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	10/26/2020	

BOM						
Item	Part Number	Part Name	QTY.	MASS (LB)	DIMENSIONS LxWxH (IN)	CROSS-SECTIONAL AREA (Ft ²)
1	204-00029	14" BLACK 2-PIECE POLE	1	17	2.9 x 2.9 x 168.0	3.0 (2' FOUNDATION)
2	701-00116	Double Panel - Top Mount	1		21.3 x 28.3 x 10.5	2.1
3	701-0059	Flock Safety Camera	1	3.6	3.3 x 4.3 x 10.5	.3
4	702-0007	RAM Ball Mount & Adapter	1	1.4	N/A	N/A
5	701-00011	Battery Pack	2	4.4	2.8 x 3.9 x 10.8	N/A

SLOPE TOP OF
CONCRETE OUTSIDE
OF GROUT AREA

COMPETENT NATIVE
SUBGRADE

FOUNDATION SPECIFICATIONS				
TYPE	V_MAX (MPH)	CAISSON Ø (IN)	CAISSON H (IN)	SOLAR PANEL ELEVATION FROM GRADE (FT MAX)
1*	85	8	24	12
2	110	12	30	12
3	130	12	36	12
4	150	16	48	12

* STANDARD INSTALLATION SPECIFICATIONS

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED.

		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ±1/16 ANGULAR: X.X ±3° X.XX ±1° DECIMAL: X.X ±.02 X.XX ±.01 X.XXX ±.005 MATERIAL		NAME	DATE
			DRAWN		
			CHECKED		
			ENG APPR.		
			MFG APPR.		
			Q.A.		
			COMMENTS:		
NEXT ASSY	USED ON	FINISH			
APPLICATION		DO NOT SCALE DRAWING			

		flock safety	
		TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES	
SIZE A	DWG. NO. 905-00005	REV. A	
SCALE: 1:20		SHEET 1 OF 1	

2

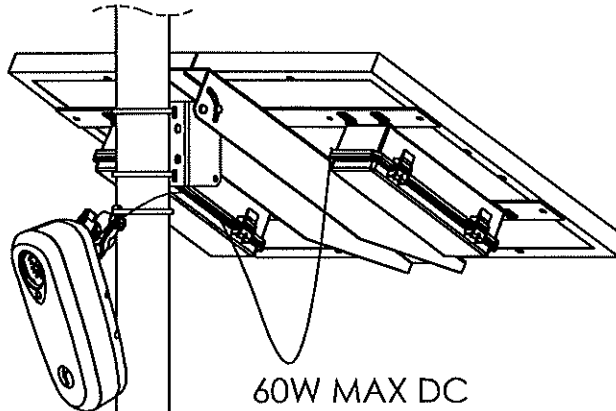
1

NOTES:

1. POLE SHOULD BE 2" - 3" IN DIAMETER
2. MAX WEIGHT OF SOLAR PANEL AND MOUNT IS 20.8 LBS (13063.45 GRAMS)

REVISION HISTORY

REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	6/9/2020	CORRIGAN
B	UPDATE BOM TABLE AND WEIGHTS	6/9/2020	CORRIGAN



BILL OF MATERIALS

ITEM NO.	P/N	LIBRARY NAME	DESCRIPTION	QTY.	WEIGHT (LBS)
1	701-00059	Flock Safety Camera	The Flock Safety LPR camera used in all install types	1	3.6
2	701-00117	Double Panel - Side Mount	Double solar panel used for installation on existing utility, light, or traffic poles	1	15
3	702-00007	RAM Ball Mount & Adapter	Mount used to secure the Flock Safety LPR Camera to either a Flock pole or an existing utility, light, or traffic pole	1	1.4
4	701-00111	External Battery Pack	External battery used to increase battery capacity of the install for high traffic or low solar environments	2	4.4

DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: $\pm 1/16$
ANGULAR: $X.X \pm 3^\circ$ $X.XX \pm 1^\circ$
DECIMAL:
 $X.X \pm .02$ $X.XX \pm .01$ $X.XXX \pm .005$

MATERIAL

FINISH

NEXT ASSY

USED ON

APPLICATION

DO NOT SCALE DRAWING

NAME	DATE
DRAWN	
CHECKED	
ENG APPR.	
MFG APPR.	
Q.A.	
COMMENTS:	

flock safety

SIDE POLE MOUNT -
DOUBLE SOLAR PANEL
WITH 2 EXTERNAL
BATTERIES REV B

SIZE A DWG. NO. 905-00006

REV. B

SCALE: 1:20

SHEET 1 OF 1

4

3

2

1

PROPRIETARY AND CONFIDENTIAL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	CONTACT NAME: Tiffany Miller PHONE (A/C, No, Ext): 770-371-8257 E-MAIL ADDRESS: tiffany@complete-insurance.com FAX (A/C, No): 770-371-1999
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1224177916	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	630 6T343807	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	810 6T343696	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP 6T386924	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB 6T346569	8/23/2022	8/23/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions and Cyber			ZPL 91N55329	8/23/2022	8/23/2023	Per Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies, agents, and volunteers are included as additional insureds on General Liability and Commercial Auto when required by written contract per forms CGD4170219 and CAT4740216. Coverage is Primary and Noncontributory when required by written contract per form CGT1000219. Waiver of Subrogation applies in favor of Certificate holder on General Liability, Commercial Auto and Workers Compensation per forms CGD4170219, CAT4740216 and WC00031300. Umbrella follows form. All policies are subject to a 30-day notice of cancellation, 10 days for non-payment.

CERTIFICATE HOLDER Texas Department of Transportation; Attn Contract Services Office 125 E 11th St Austin TX 78701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Certificate Of Completion

Envelope Id: 58FEE77C82484108B9C44D1A9654B0C3

Status: Completed

Subject: Complete with DocuSign: Docusign Routing.pdf, City of Wharton LPR MUA.pdf

Source Envelope:

Document Pages: 40

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 3

Harsh Doshiy

AutoNav: Enabled

125 E. 11th Street

EnvelopeId Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Harsh.Doshiy@txdot.gov

IP Address: 204.64.21.250

Record Tracking

Status: Original

Holder: Harsh Doshiy

Location: DocuSign

1/5/2024 8:51:49 AM

Harsh.Doshiy@txdot.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Department of Transportation

Location: DocuSign

Signer Events

Mark Johnson

Mark.J.Johnson@txdot.gov

Transportation Engin

Texas Department of Transportation

Security Level: Email, Account Authentication
(Optional)**Signature**Signature Adoption: Pre-selected Style
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Chris C. Henry, P.E.

chris.henry@txdot.gov

MNT Deputy Director

Texas Department of Transportation

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Uploaded Signature Image
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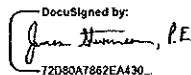
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Not Offered via DocuSign

James Stevenson

James.Stevenson@txdot.gov

Dir Maintenance Div

TxDOT

Security Level: Email, Account Authentication
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