

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON AUTHORIZING A MULTIPLE USE AGREEMENT TO PERMIT THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF LICENSE PLATE READERS IN THE STATE RIGHT OF WAY, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; DESIGNATING THE CITY MANAGER AS THE CITY OFFICIAL AUTHORIZED TO SIGN THE MULTIPLE USE AGREEMENT; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is authorized to enter into contracts with the State of Texas; and

WHEREAS, the City Council has been presented a proposed multiple use agreement by and between the City of Burleson, Texas (the “City”), and the State of Texas, acting by and through the Texas Department of Transportation (“TXDOT”), which permits the construction, maintenance, and operation of Flock Automatic License Plate Readers in the rights of way of certain TXDOT roads in the city limits of the City, a copy of which is attached hereto as Attachment A (the “Agreement”); and

WHEREAS, the City Council supports entering into the Agreement with the State of Texas acting by and through the Texas Department of Transportation and finds that it is in the best interest of the City to enter into the Agreement; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Council authorizes entering into the multiple use agreement by and between the City and the State of Texas, acting by and through TXDOT substantially in the form attached as Attachment A, which permits the construction, maintenance, and operation of Flock Automatic License Plate Readers in the rights of way of certain TXDOT roads in the city limits of the City.

Section 2.

The City Council hereby designates the City Manager, Bryan Langley, as the City’s authorized official with the authority to execute the Agreement on behalf of the City. The City Council

hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 4.

This resolution shall be effective immediately upon final passage.

PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

ATTACHMENT A
MULTIPLE USE AGREEMENT



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 Burleson, hereinafter called City of Burleson, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 3rd day of April, 2023, the governing body for the City of Burleson entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the City of Burleson's participation in this agreement with the State; and

WHEREAS, the City of Burleson has requested the State to permit the construction, maintenance and operation of a public Flock Automatic License Plate Readers (ALPR) on the highway right of way, (ROADWAY *See Attached CONTROL SECTION NO. *See Att). (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 of Burleson will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Burleson 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 of Burleson 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 of Burleson 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 of Burleson and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Burleson

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.

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 of Burleson. 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 of Burleson has failed to comply with these responsibilities, it will perform the necessary work and charge City of Burleson 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 of Burleson shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Burleson 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 of Burleson for the use of the facility under this agreement, the City of Burleson 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 of Burleson 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 of Burleson '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 of Burleson _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Burleson _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Burleson _____ 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 of Burleson _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Burleson _____ 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 of Burleson 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 Burleson (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 of Burleson. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Burleson 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 of Burleson, 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 of Burleson shall include TxDOT as an additional insured by endorsement in City of Burleson's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Burleson'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 of Burleson 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 of Burleson, 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 of Burleson 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 of Burleson 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 of Burleson 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	City of Burleson
Maintenance Division	Police Department
125 East 11th Street	1161 SW Wilshire Blvd.
Austin, Texas 78701-2483	Burleson, Texas 76028

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)

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

City of Burleson on the 3rd day of April, 20 23, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

City of Burleson

(Name of other party)

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.

By: _____
Signature

Chris Fletcher

Printed Name

By: _____
Director, Maintenance Division

Mayor

Title

Printed Name

City of Burleson

Agency

Date

City Secretary's Office 817-426-9660

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

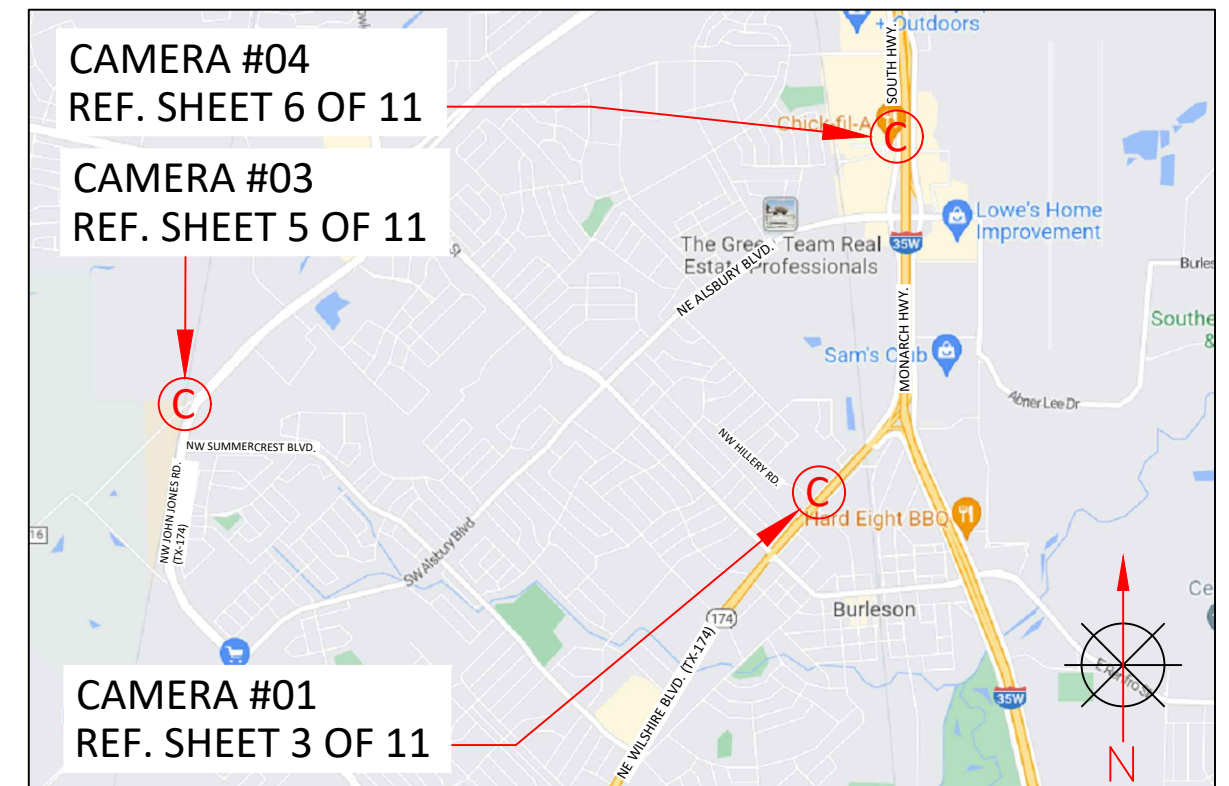
STATE OF TEXAS
TAXES DEPARTMENT OF TRANSPORTATION (TXDOT)
SUBMITTED BY BURLESON
POLICE DEPARTMENT
AUTOMATIC LICENSE PLATE READING
(ALPR) CAMERAS PERMIT

flock safety

INDEX OF DRAWINGS

- SHEET 1: COVER SHEET AND CAMERA LOCATION MAP
- SHEET 2: GENERAL NOTES AND CAMERA LOCATION INFORMATION
- SHEET 3-6: SITE PLAN
- SHEET 7-9: TRAFFIC CONTROL PLAN
- SHEET 10-11: POLE DETAILS

LOCATION / VICINITY MAP



flock safety	REV	DESCRIPTION	DATE	BY	TITLE: COVER SHEET AND CAMERA LOCATION MAP	PLANS PREPARED BY: CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	PROJ#: 292910	
					SCOPE OF WORK: TXDOT		DRAWN BY: AMANDEEP SINGH	
					ALPR CAMERA INSTALLATION		CHECKED BY: RAMAN DEEP SINGH	
							APPROVED BY: DANNY CAMPOS	
							DATE: 02/10/2023 SHEET: 1 OF 11	

Exhibits A-C

GENERAL NOTES ,TRAFFIC DESIGN TABLES AND CAMERA LOCATION INFORMATION

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 BURLESON 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-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 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6C-4 to calculate L

Table 6C-2. Longitudinal Buffer Space

Speed* (mph)	Length (Feet)
20	40
25	60
30	90
35	120
40	155
45	195
50	240
55	295
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 pavements (A Policy on Geometric Design of Highways and Streets, AASHTO, 2004, P. 112). This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
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) **



* Distance between signs should be increased to have 1500 feet advance warning (See Section 6C.04.07)
** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.05)

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

Posted Speed	Formula	* Minimum Desirable Taper Lengths			Suggested maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = WS^2 / 60$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		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 (Feet) W = Width of Offset (Feet) S = Posted Speed (MPH)

CAMERA NO.	LOCATIONS			
	STREET	DIRECTION	LATITUDE, LONGITUDE	POLE
01	NE WILSHIRE BLVD. (TX-174)	SOUTHBOUND	32.548060739394487, -97.324530768109312	TXCORR-DOT POLE
02	SW WILSHIRE BLVD. (TX-174)	NORTHBOUND	32.493261159985956,-97.3713899557023	TXCORR-DOT POLE
03	NW JOHN JONES RD. (FM-731)	SOUTHBOUND	32.552830282320414, -97.36431397051463	TXCORR-DOT POLE
04	SOUTH FWY.	SOUTHBOUND	32.567183179820617, -97.319406496837047	TXCORR-DOT POLE

	REV	DESCRIPTION	DATE	BY	TITLE: GENERAL NOTES AND CAMERA LOCATION INFORMATION	<div>PLANS PREPARED BY:  A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949)250-0004 /FAX (949)250-0006</div>	PROJ#: 292910
					SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION		DRAWN BY: AMANDEEP SINGH
							CHECKED BY: RAMAN DEEP SINGH
							APPROVED BY: DANNY CAMPOS

SITE ADDRESS:
358 NW HILLERY ST.,
BURLESON TX 76028 USA

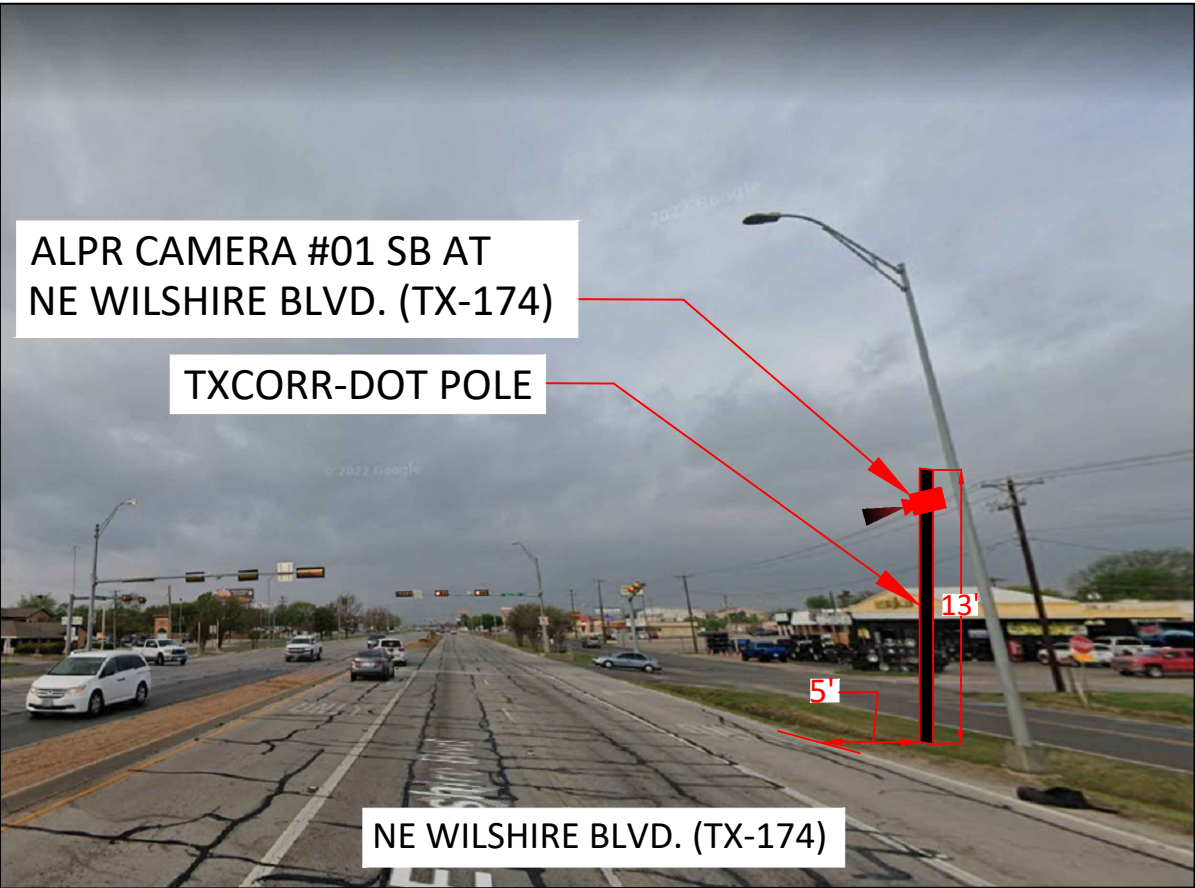
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 0
END_DFO: 14.095

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	3 OF 11

Exhibits A-C

SITE ADDRESS:
425 CLUBHOUSE DR.,
BURLESON TX 76028 USA

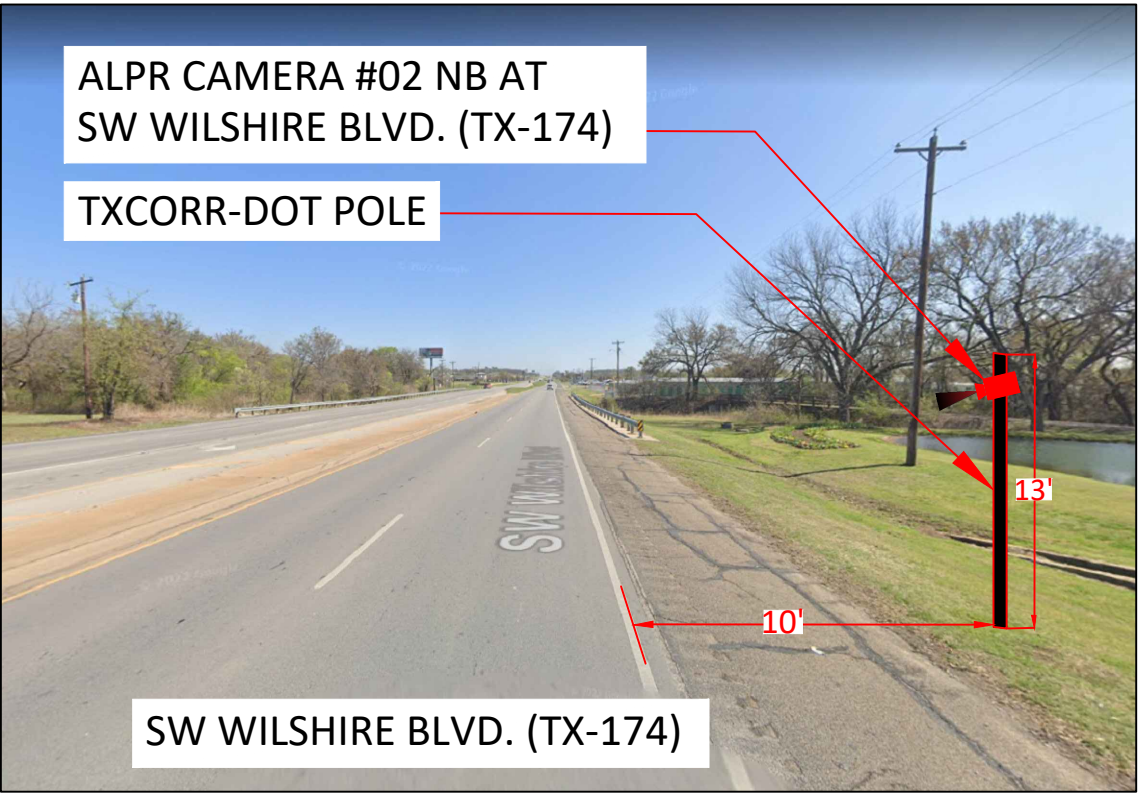
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 2.776
END_DFO: 5.836

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	4 OF 11

Exhibits A-C

SITE ADDRESS:
1376 NW SUMMERCREST BLVD.,
BURLESON TX 76028 USA

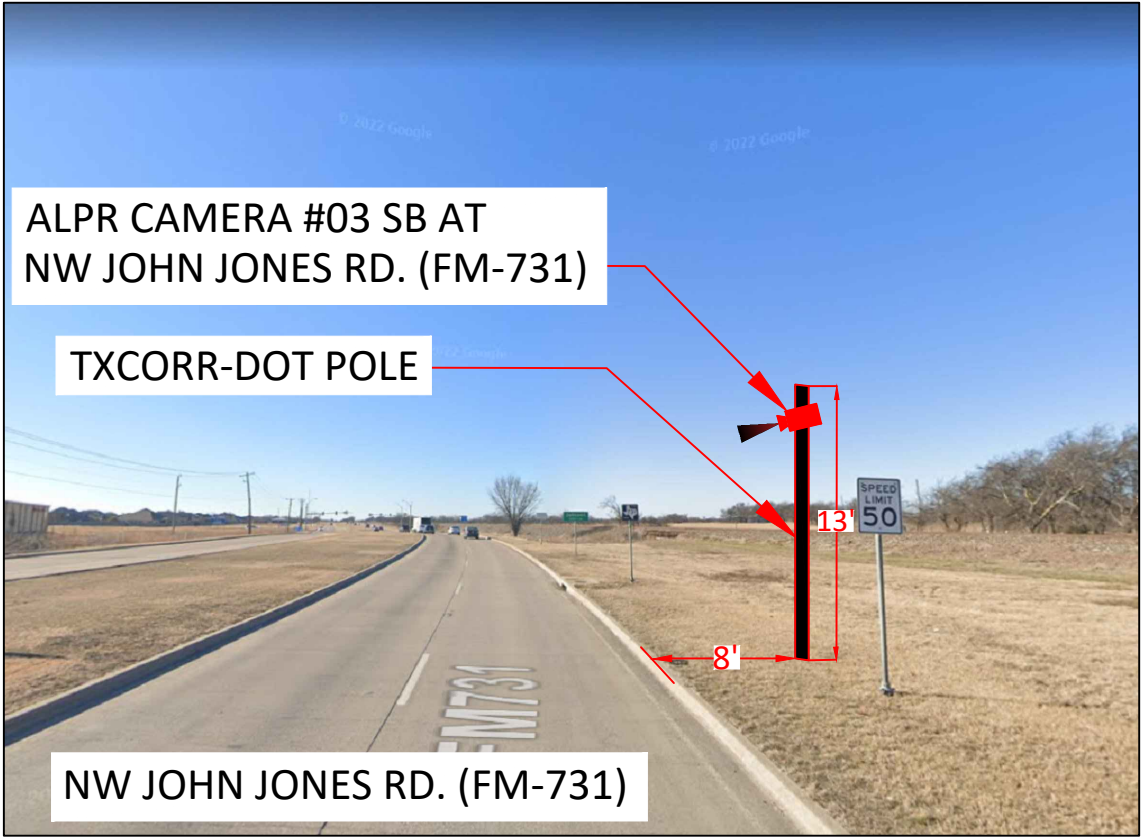
SITE PLAN


AERIAL VIEW



RTE_NBR : FM0731-KG
BEGIN_DFO: 8.185000
END_DFO: 10.797000

STREET VIEW

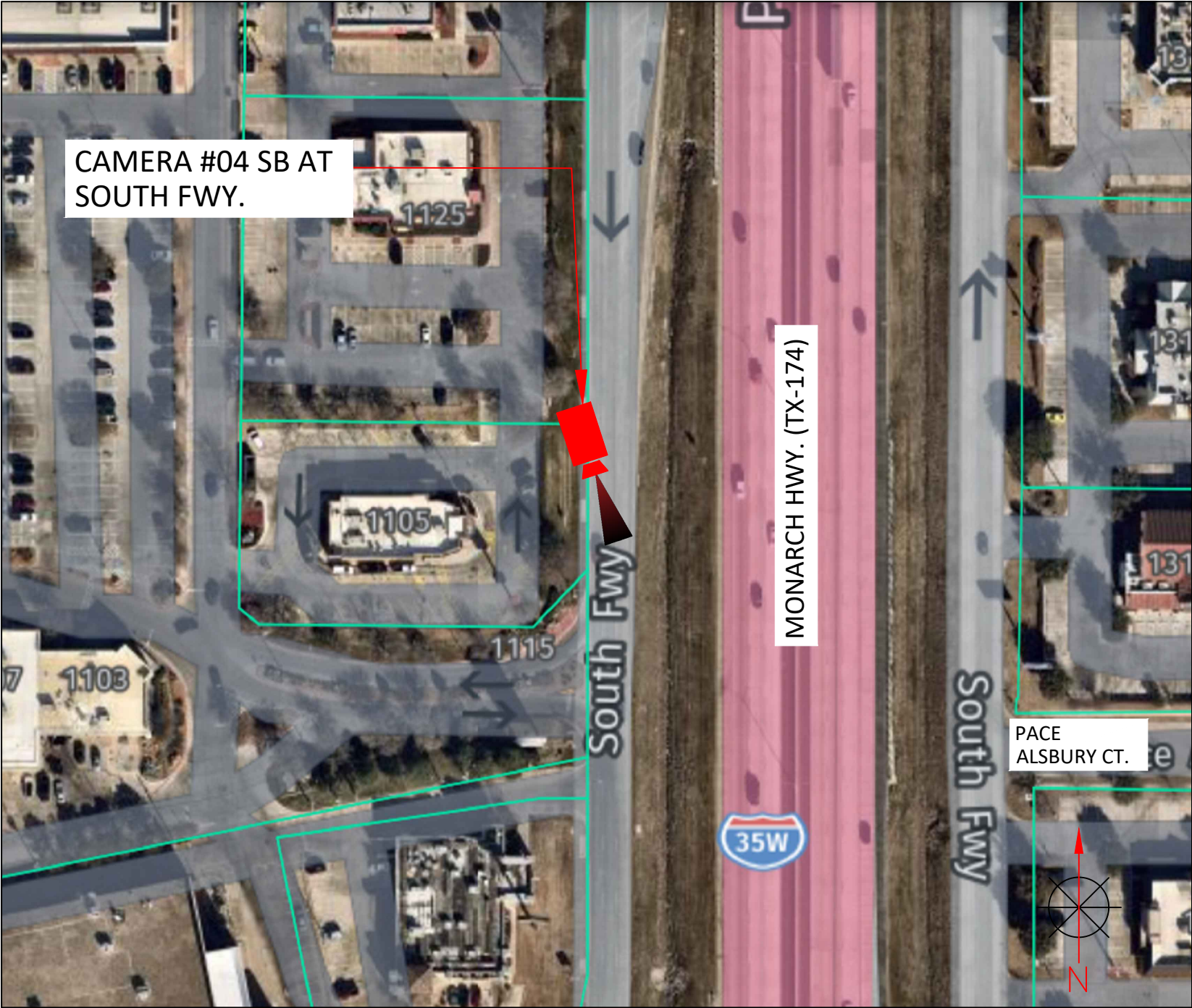


flock safety	REV	DESCRIPTION	DATE	BY	TITLE:	PLANS PREPARED BY: <div> CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006</div>	PROJ#: 292910	
					SITE PLAN		DRAWN BY: AMANDEEP SINGH	
					SCOPE OF WORK:		CHECKED BY: RAMAN DEEP SINGH	
					TXDOT		APPROVED BY: DANNY CAMPOS	
					ALPR CAMERA INSTALLATION		DATE: 02/10/2023 SHEET: 5 OF 11	

SITE ADDRESS:
1105 N BURLESON BLVD.,
BURLESON TX 76028 USA

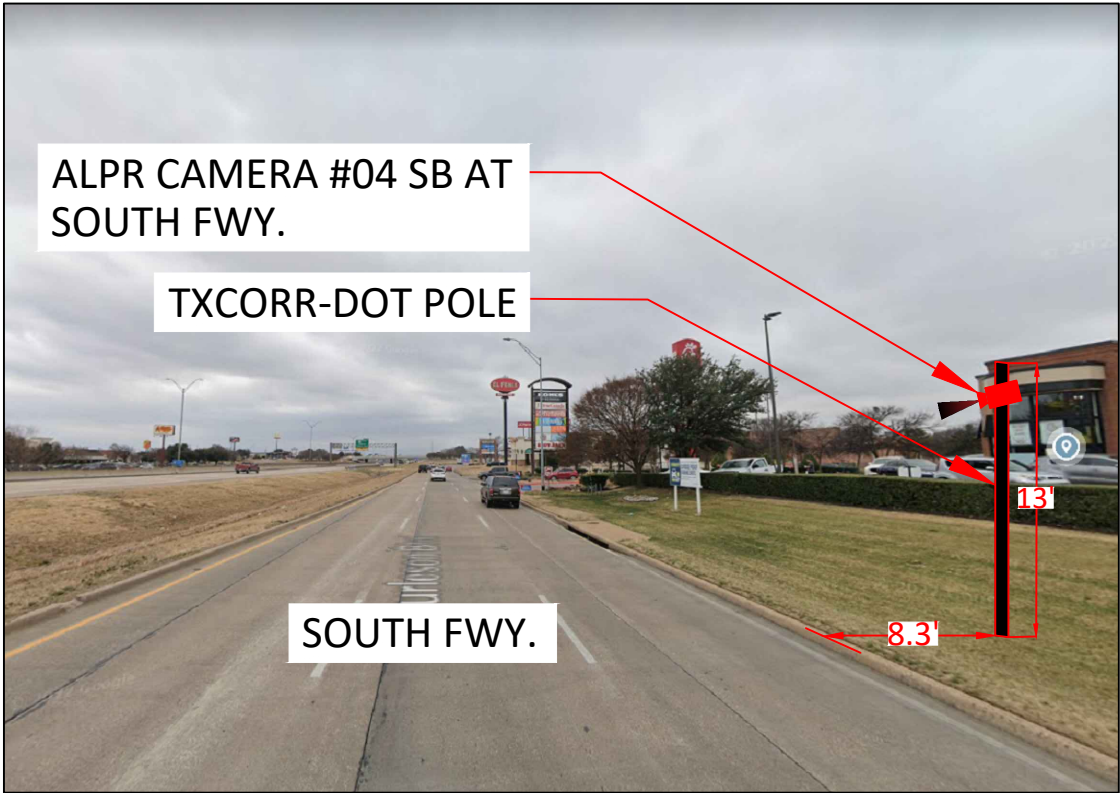
SITE PLAN

AERIAL VIEW



RTE_NBR : 35
BEGIN_DFO: 0
END_DFO: 85.461

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

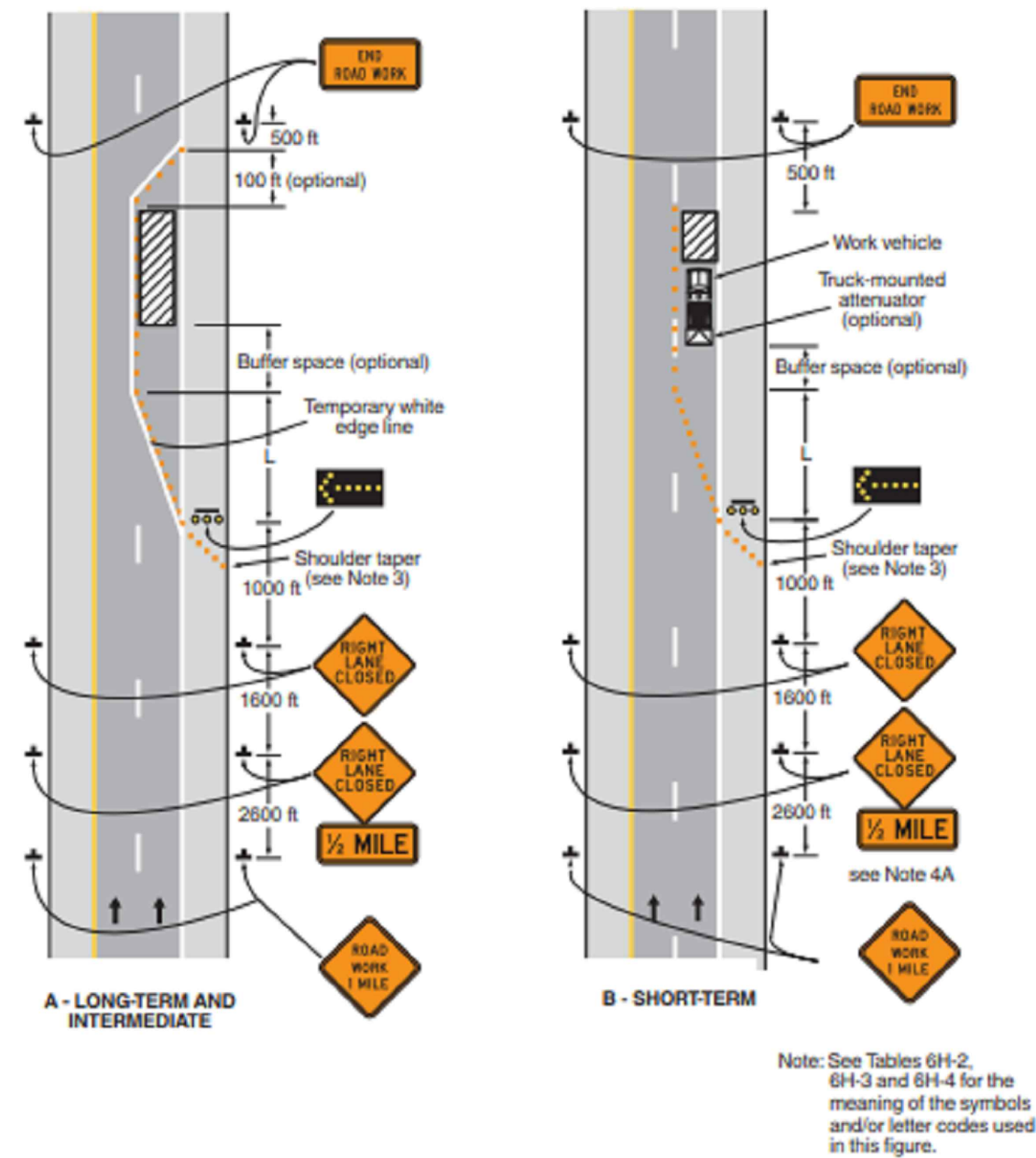
TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	6 OF 11

Exhibits A-C

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Typical Application 33

TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON NE WILSHIRE BLVD. (TX-174)
(SOUTHBOUND) BETWEEN NW HILLERY ST.
AND HAMPTON PL.

CAMERA #04 ON SOUTH FWY. (SOUTHBOUND)
BETWEEN PACE ALSBURY CT. AND MCALISTER RD.

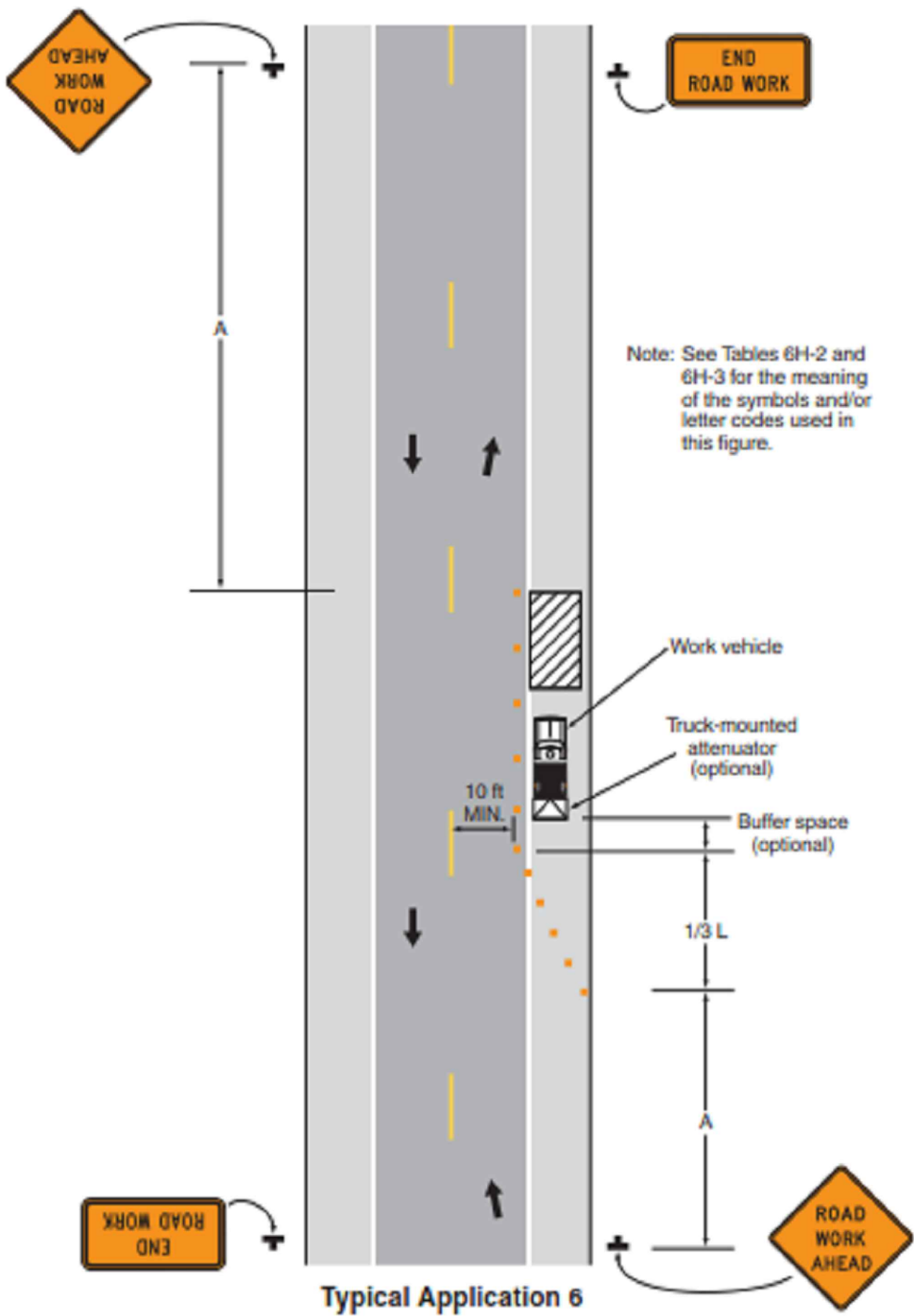
REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:	CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006
--------------------	--

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	7 OF 11

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



Typical Application 6

TYPICAL APPLICATION APPLIES TO:

CAMERA #02 ON SW WILSHIRE BLVD. (TX-174)
(NORTHBOUND) BETWEEN CLUB HOUSE DR.
AND HAWKS RDG TRL.

REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:



A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#: 292910

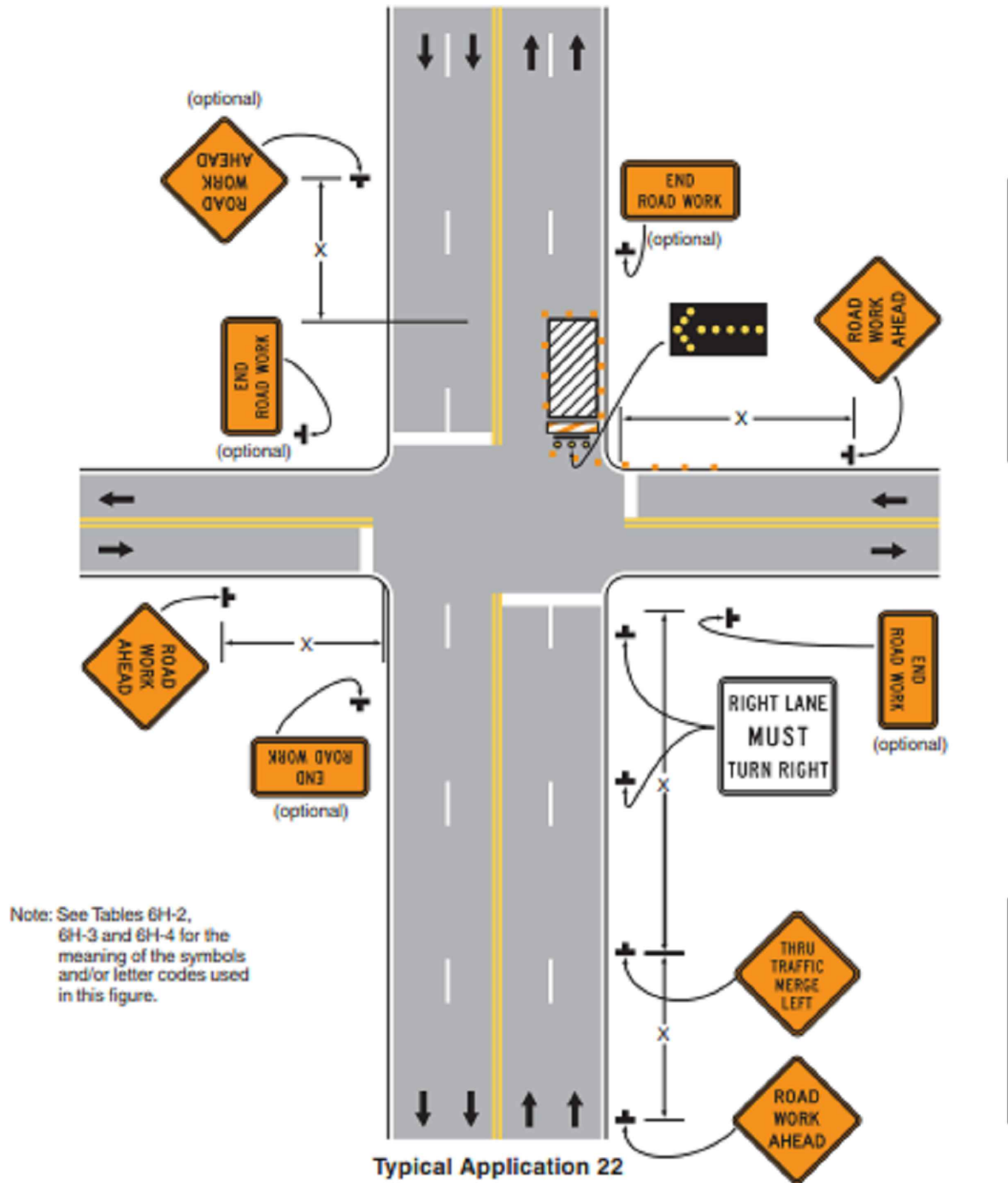
DRAWN BY: AMANDEEP SINGH

CHECKED BY: RAMAN DEEP SINGH

APPROVED BY: DANNY CAMPOS

DATE: 02/10/2023 SHEET: 8 OF 11

Figure 6H-22. Right-Hand Lane Closure on the Far Side of an Intersection (TA-22)



December 2011

Sect. 6H.01

TYPICAL APPLICATION APPLIES TO:

CAMERA #03 ON NW JOHN JONES DR. (FM-731)
(SOUTHBOUND) BETWEEN CROWLEY RD. AND
NW SUMMERCREST BLVD.

flock safety

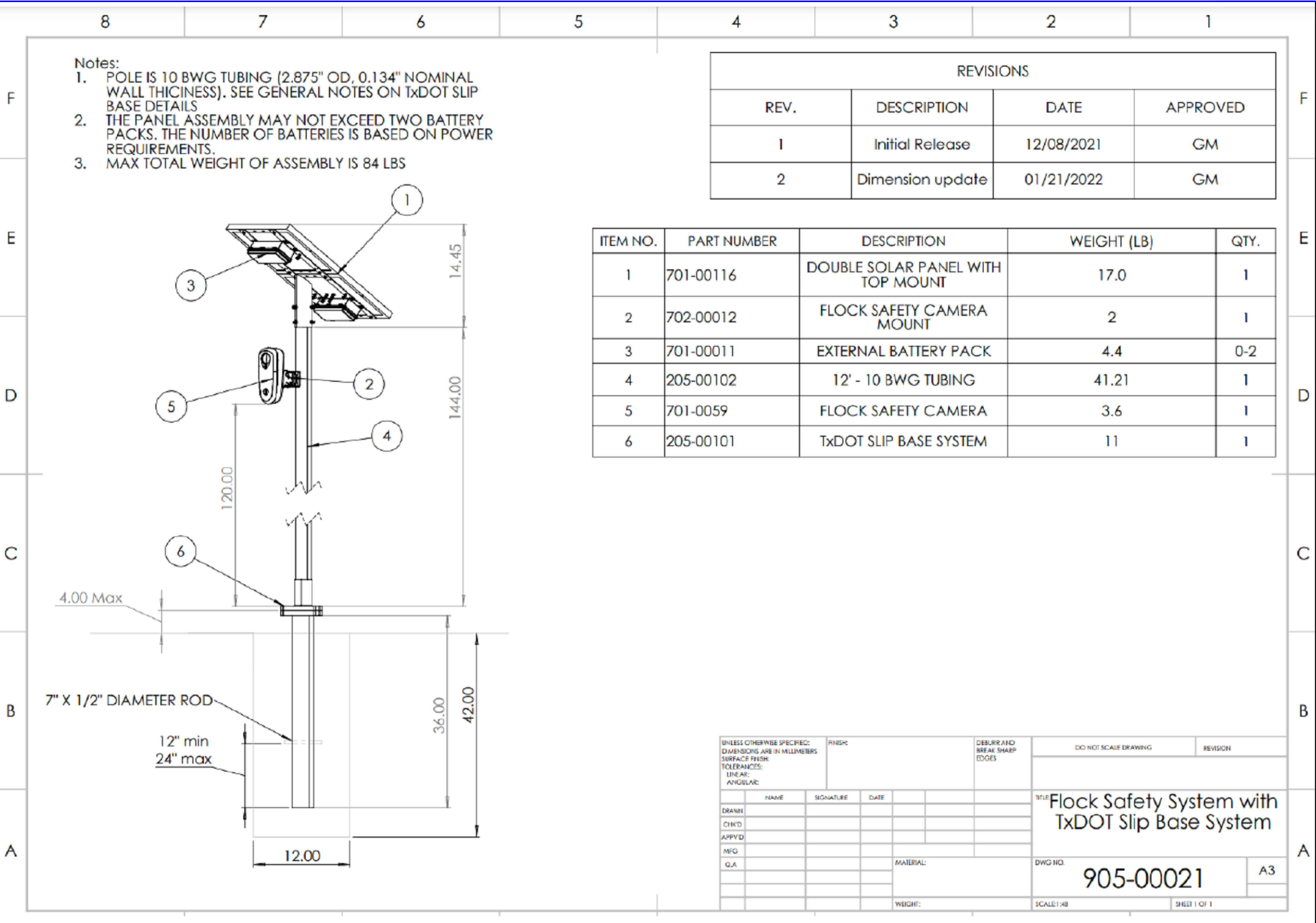
REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC A CONGRUENT COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	9 OF 11

Exhibits A-C



flock safety

REV	DESCRIPTION	DATE	BY

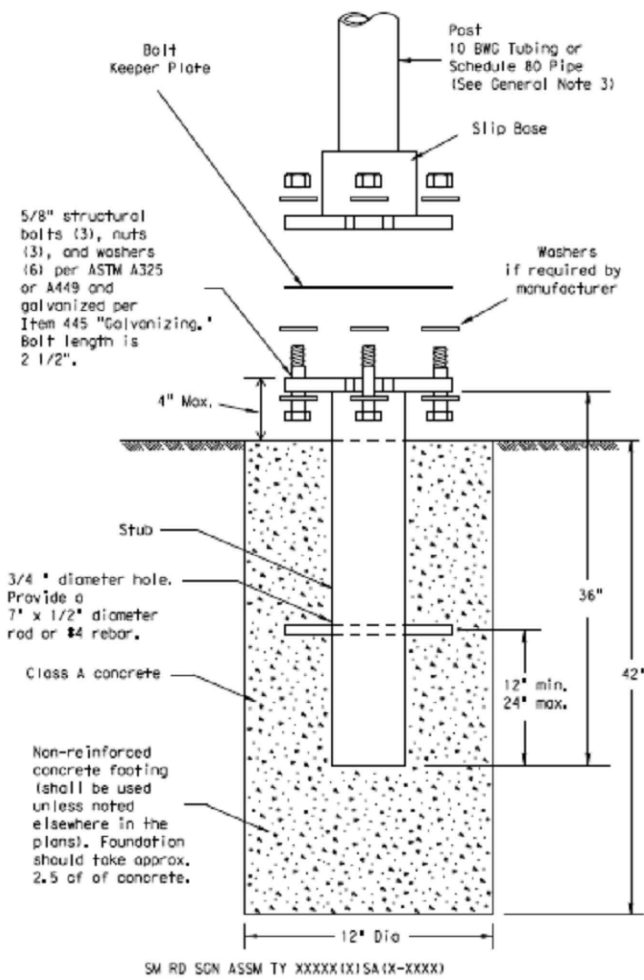
TITLE:	POLE DETAILS
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	10 OF 11

Exhibits A-C

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



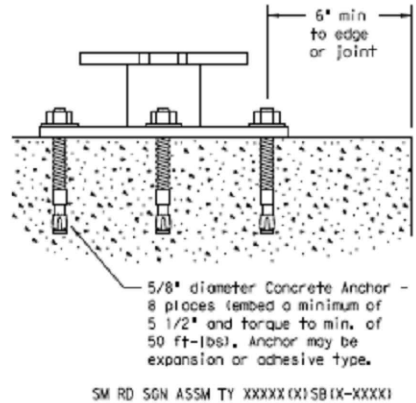
NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems, http://www.txdot.gov/business/producer_list.htm. The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

- GENERAL NOTES:**
- 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.
 - Material used as post with this system shall conform to the following specifications:
10 BWG Tubing (2.875" outside diameter)
0.134" nominal wall thickness
Seamless or electric-resistance welded steel tubing or pipe
Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
Other steels may be used if they meet the following:
55,000 PSI minimum yield strength
70,000 PSI minimum tensile strength
20% minimum elongation in 2"
Wall thickness (uncoated) shall be within the range of 0.122" to 0.136"
Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
Galvanization per ASTM A123 or ASTM A653 G210. For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
Schedule 80 Pipe (2.875" outside diameter)
0.276" nominal wall thickness
Steel tubing per ASTM A500 Gr C
Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
46,000 PSI minimum yield strength
62,000 PSI minimum tensile strength
21% minimum elongation in 2"
Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
Galvanization per ASTM A123
 - See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
 - Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

- ASSEMBLY PROCEDURE**
- Foundation**
- 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.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - 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 to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
 - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Cut 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 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 plumb and straight.
 - Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per BMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

©TxDOT July 2002	CHS TxDOT	CHS TxDOT	CHS TxDOT	CHS TxDOT
9-08	REVISED	CONF	SECT	JOB
				ROADWAY
				COUNTY
				SHEET NO.

flock safety

REV	DESCRIPTION	DATE	BY	TITLE:
				POLE DETAILS
				SCOPE OF WORK:
				TXDOT
				ALPR CAMERA INSTALLATION

PLANS PREPARED BY:	PROJ#: 292910
CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	DRAWN BY: AMANDEEP SINGH
	CHECKED BY: RAMAN DEEP SINGH
	APPROVED BY: DANNY CAMPOS
	DATE: 02/10/2023 SHEET: 11 OF 11

Exhibits A-C



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
INSURED Flock Group Inc DbA Flock Safety 1170 Howell Mill Rd NW Ste 210 Atlanta GA 30318	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
FLOGCRO-01	NAIC # 36161

COVERAGES

CERTIFICATE NUMBER: 1224177916

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> 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	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	UB 6T346569	8/23/2022	8/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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**CANCELLATION**

Texas Department of Transportation; Attn Contract Services Office
125 E 11th St
Austin TX 78701

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 concurrency 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