



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

WITNESSETH

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

WHEREAS the Town has requested the State to permit the construction, maintenance, and operation of a public Fixed License Plate Reader System on the highway right of way, (ROADWAY TX 289, CONTROL SECTION NO. 33,2215741288054,-96.79986869707744, 33.260013521501165,-96.78445281827842, 33.2599804862324,-96.78459532232885

(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 Town will enter into agreements with the State for the purpose of determining the respective responsibilities of the Town and the State 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

The Town 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 Town, 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 Town and found not to comply with ADA or TAS shall be corrected at the entire expense of the Town.

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 1¹/₂ 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 Town. 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 the Town has failed to comply with these responsibilities, it will perform the necessary work and charge the Town 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 Town shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Town 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 Town for use of the facility under this agreement, the Town 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, or maintenance of the facility the Town 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 Town's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION NOTICE

This Agreement shall remain in effect for the life of the Facility or until it is removed from within the jurisdiction of the State. Termination of the Agreement may take place if:

- A. This agreement is terminated in writing with the mutual consent of the parties.
- B. There is a breach of this Agreement. Any cost incurred due to a breach of this Agreement shall be paid by the breaching party. In addition, before this Agreement is terminated, the non-breaching party shall give the breaching party written notice of default and allow the breaching party ninety (90) days to cure the material breach. If the breach is not cured within ninety (90) days, then this Agreement may be terminated by the non-breaching party.
- C. The State determines that the performance of the Facility is no longer in the best interest of the State. At any future time the State determines that conditions have so changed that the existence or use of the Facility damages the highway facility, impairs safety, impedes traffic and constitutes a nuisance or is abandoned by the Town due to but not limited to lack of funds for the operation and maintenance of the Facility as outlined in this Agreement, the State shall remove the Facility as outlined in this Agreement, the State shall remove the Facility and restore the highway to its pre-use Facility condition and the Town Shall be responsible for any and all costs associated with the restoration, but no other cost.

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 Town shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Town 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

TO THE EXTENT ALLOWED BY LAW AND UP TO THE LIMITATIONS ON LIABILITY SET FORTH IN THE TEXAS TORT CLAIMS ACT, AS AMENDED THE TOWN 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.

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 Town. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Town 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 Town 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.

14. USE OF RIGHT OFWAY

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 Town 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 Town, 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 Town 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 Town 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 Town 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

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)

Town of Prosper
250 W. First Street
Prosper, TX 75078

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. WARRANTIES

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 _____ on the _____ day of _____, 20____, and the _____ State on the _____ day of _____, 20_____.

TOWN OF PROSPER

By: _____
Signature

Printed Name

Title

Agency

Contact Office and Telephone No.

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.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

LICENSE PLATE READER CAMERA INSTALLATION

CASE NUMBER: 300519

PERMITTING JURISDICTION:

TEXAS DEPARTMENT OF TRANSPORTATION

**TEXAS DOT
FLOCK SAFETY**

ON BEHALF OF

PROSPER POLICE DEPARTMENT

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CONTACT LIST

PERMITTING

ALYSSA BOLICK
ALYSSA.BOLICK@FLOCKSAFETY.COM

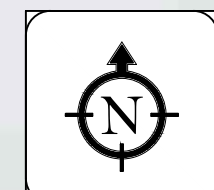
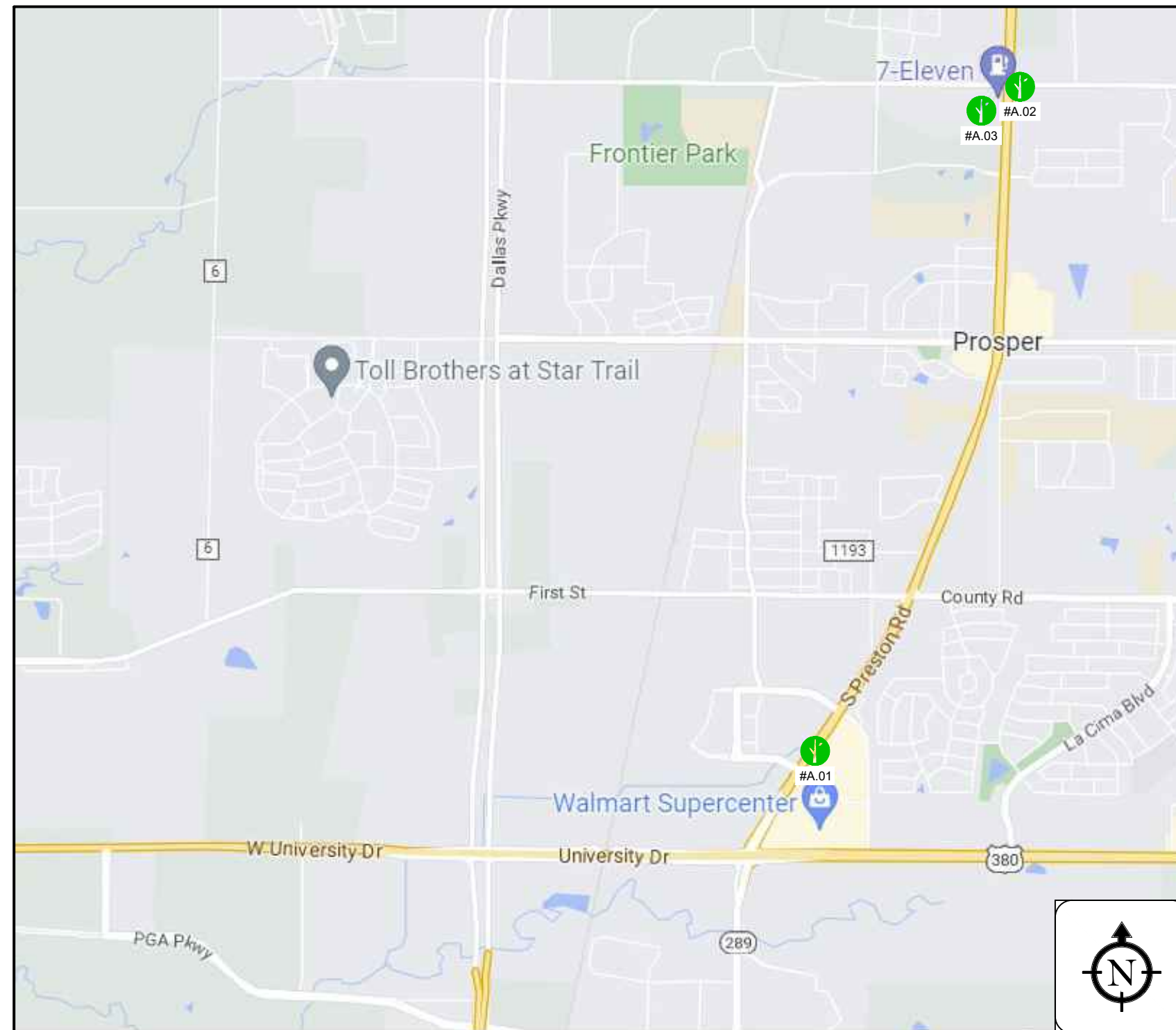
PROJECT MANAGER

CHLOE BOWDEN
CHLOE.BOWDEN@FLOCKSAFETY.COM

SEE APPROVED PERMIT FOR LISTED INSPECTOR*

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
T.02	SYMBOLGY & ABBREVIATIONS
GN.01 - GN.02	GENERAL NOTES
A.01 - A.03	PLAN DRAWINGS
SPEC.01 - SPEC .02	EQUIPMENT & FOUNDATION DETAILS



PROSPER POLICE DEPARTMENT
101 S MAIN ST, PROSPER, TX
75078

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	02/27/2023	ACC	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

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LICENSE PLATE READER CAMERA
INSTALLATION
CASE NUMBER: 300519
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: T.01	REV: 0



LINETYPES

	RIGHT OF WAY
	EDGE OF PAVEMENT
	SIDEWALK
	CENTERLINE
	GAS
	WATER
	TELEPHONE
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	FENCE
	CABLE TV
	STEAM
	OIL
	UNKNOWN UTILITY
	RAILROAD

SYMBOLOLOGY

	CAMERA - EXISTING
	CAMERA - PROPOSED
	POLE - PROPOSED
	POLE - EXISTING
	HANDHOLE - EXISTING
	HANDHOLE - PROPOSED
	PEDESTAL - EXISTING
	MANHOLE - EXISTING
	POINT OF INTEREST
	ACCESS POINT
	CULVERT - EXISTING
	FIRE HYDRANT - EXISTING
	WATER MAIN - EXISTING
	WATER VALVE - EXISTING
	GAS VALVE - EXISTING
	DOWN GUY AND ANCHOR
	OVERHEAD GUY
	BORING REQUIRED
	UG CONDUIT - EXISTING

ABBREVIATIONS:

ABAND	Abandoned	MAX	Maximum
APPROX	Approximate	MB	Mailbox
ASPH	Asphalt	MH	Manhole
BLDG	Building	MIN	Minimum
CL	Centerline	MIT	Mitigation
CMP	Corrugated Metal Pipe	MKR	Marker
CO	County	MMV	Meet Me Vault
CONC	Concrete	MON	Monument
CSG	Casing	MOT	Maintenance of Traffic
CT	Count	NO	Number
CULV	Culvert	OC	Open Cut
DB	Directional Bore	PRK MTR	Parking Meter
DBH	Diameter at Breast Height	P/L	Property Line
D.D.	Down Drain	PED	Pedestal
DEPT	Department	PI	Point of Inflection
DIA	Diameter	PKG	Package
DIR	Directional	PVC	Polyvinyl Chloride
DIST	District	RCB	Reinforced Concrete Box
DOC	Depth of Cover	RCP	Reinforced Concrete Pipe
DOT	Department of Transportation	RD MEM	Roadside Memorial
DWG	Drawing	REQD	Required
DWY	Driveway	RGS	Rigid Galvanized Steel
E MH	Electric Manhole	ROW	Right of Way
E MKR	Electric Line Marker	RR	Railroad
E PED	Electric Pedestal	SCB	Sprinkler Control Box
E VLT	Electric Vault	SD	Storm Drain/Curb Inlet
EM	Electric Meter	SDMH	Storm Water Manhole
ENC	Encased	SEC.	Section
ENG	Engineering	SF	Silt Fence
EOP	Edge of Pavement	SMH	Sanitary Sewer Manhole
EPB	Electric Pull Box	SPL	Splice
EXIST	Existing	SS CO	Sanitary Sewer Clean Out
FDH	Fiber Distribution Hub	SS LIFT	Sanitary Sewer Lift Station
FDT	Fiber Distribution Terminal	STA.	Station
FH	Fire Hydrant	STD	Standard
FO	Fiber Optic	STR	Section Township Range
FO MH	Fiber Optic Manhole	SWPPP	Storm Water Pollution Prevention Plan
FO MKR	Fiber Optic Line Marker	T HH	Telecom Handhole
FO VLT	Fiber Optic Vault	T MH	Telecom Manhole
FOC	Face of Curb	T MKR	Telecom Line Marker
FS	Filter Sock	T PED	Telecom Pedestal
G MH	Gas Manhole	T VLT	Telecom Access Vault
G MKR	Gas Line Marker	T.P.	Trench Plug
G SD	Grated Storm Drain	TCB	Traffic Control Box
GALV	Galvanized	TCE	Temporary Construction Easement
GEO SRV MKR	Geodetic Survey Marker	TCV	Traffic Control Vault
GM	Gas Meter	TRF MH	Traffic Control Manhole
GV	Gas Valve	TSP	Traffic Signal Light
GWMW	Groundwater Monitoring Well	TYP	Typical
HDPE	High Density Polyethylene	UG	Underground
HH	Handhole	UNK MH	Unknown Manhole
HWY	Highway	UNK PED	Unknown Pedestal
I.P.	Inlet Protection	UNK UTL MKR	Unknown Utility Marker
ILA	In Line Amplifier	UNK VLT	Unknown Vault
INC	Incorporated	UTL LP	Utility Light Pole
INT	Intermediate	UTL P	Utility Pole
L/A ROW	Limited Access Right of Way	VLT	Vault
LF	Linear Feet	VP	Gas Vent Pipe
LOC MKR	Locating Marker	W MH	Water Manhole
LP	Light Pole	W MKR	Water Line Marker
		W SPG	Water Spigot
		W VLT	Water Vault
		WM	Water Meter
		WV	Water Valve

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PROSPER POLICE DEPARTMENT
101 S MAIN ST, PROSPER, TX 75078

frock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	02/27/2023	ACC	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

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LICENSE PLATE READER CAMERA INSTALLATION
CASE NUMBER: 300519
PERMITTING JURISDICTION: TEXAS DEPARTMENT OF TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: T.02	REV: 0

GENERAL & CONSTRUCTION NOTES

1. FLOCK SAFETY SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES 48 PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE TO APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL STANDARDS AS REQUIRED.
3. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITION TO STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY SATISFACTION AT NO ADDITIONAL COMPENSATION.
4. ALL WORK SHALL CONFORM TO ALL APPLICABLE ELECTRICAL CODES EXCEPT WHEN SATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY STANDARDS SUPERSEDE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL AGENCY SPECIFICATIONS UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
6. THE WORK INVOLVING INSTALLATION OF FLOCK SAFETY ALPR CAMERAS INVOLVING TEMPORARY LANE CLOSURES ARE TO BE DONE BETWEEN THE HOURS OF 8:00AM AND 5:00PM. MONDAY THROUGH FRIDAY UNLESS OTHERWISE STATED BY THE DEPARTMENT.
7. WHEN INSTALLING FLOCK SAFETY PROVIDED POLES, A MINIMUM OF 2' SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES AND STORM DRAIN STRUCTURES.
8. IF THE PROPOSED UTILITY CANNOT BE INSTALLED PER THE APPROVED PERMITTED PLAN AND BY GENERAL SPECIFICATIONS, A REVISED PLAN MUST BE PROVIDED TO THE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF PRODUCTS OR MATERIALS AT THE GIVEN LOCATIONS WHERE CONFLICTS OCCUR.
9. NO PEDESTRIAN PATHWAY IS TO BE REMOVED, BLOCKED, OR DISTURBED WITHOUT HAVING A SUFFICIENT DESIGNATED TEMPORARY PEDESTRIAN PATHWAY WITH ALL APPROPRIATE PEDESTRIAN MAINTENANCE OF TRAFFIC SIGNS IN PLACE PRIOR TO PATHWAY BEING AFFECTED.
10. ALL TEMPORARY PEDESTRIAN PATHWAYS MUST BE FIRM AND UNYIELDING.
11. ANY SIDEWALK DISTURBED WILL BE REPLACED BY SECTION WITHIN 72 HOURS TO GENERAL SPECIFICATIONS.
12. THE GENERAL RETAINS THE RIGHT TO MAKE ALTERATIONS TO THE PERMIT, ATTACHED SKETCH OR CHARACTER OF WORK AS MAY BE CONSIDERED NECESSARY OR DESIRABLE DURING THE PROGRESS OF THE WORK FOR SATISFACTORY COMPLETION OF THE PROPOSED CONSTRUCTION.
13. THE PERMITTEE SHALL NOTIFY THE GENERAL OF DATE OF COMPLETION, REQUEST A FINAL INSPECTION AND A NOTICE OF FINAL ACCEPTANCE.
14. ALL CONSTRUCTION AND/OR MAINTENANCE ON THE GENERAL RIGHT OF WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC DEVICES, THE GENERAL ROADWAY AND TRAFFIC DESIGN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, PLANS PREPARATION MANUAL AND DRAINAGE MANUAL.
15. ANY SIDEWALK DAMAGED AS A RESULT OF WORK BEING PERFORMED IN ASSOCIATION WITH THE PERMITTEE AND CONTRACTOR SHALL BE REMOVED AND REPLACED.
16. THE CONTRACTOR SHALL HAVE AN AUTHORIZED PERSON AVAILABLE AT/OR NEAR THE WORK SITE ON A 24 HOUR BASIS, 7 DAYS A WEEK IN ORDER TO ADDRESS EMERGENCY ISSUES ASSOCIATED WITH THE PROJECT.
17. NO STOCKPILING, STORING OR SEMI PERMANENT USE OF THE RIGHT OF WAY IS AUTHORIZED UNLESS SPECIFICALLY IDENTIFIED WITHIN THE PERMIT.
18. NO WORK SHALL BE PERFORMED DURING ANY STATE OR FEDERAL HOLIDAYS UNLESS OTHERWISE APPROVED BY THE GENERAL.
19. THE PERMITTED WORK SCHEDULE IS DEFINED AS MONDAY THROUGH FRIDAY 8:00AM TO 5:00PM UNLESS OTHERWISE NOTED WITHIN THE PERMIT. ANY WORK DESIRED OUTSIDE OF THIS PERIOD MUST BE REQUESTED IN ADVANCE AND APPROVED BEFORE WORKING THE ALTERNATE SCHEDULE.
20. THE DEPARTMENT RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHODS OF INSTALLATION, SCOPE OF WORK AND RESTORATION THAT MAY BE REQUIRED TO POSITIVELY SUPPORT LIFE, SAFETY AND ENVIRONMENTAL WELL BEING OF ALL USERS OF THE TRANSPORTATION SYSTEM.
21. PERMITTEE SHALL NOT BEGIN ANY WORK ALONG GENERAL RIGHT-OF-WAY UNTIL THE INPECTION OF THE PERMIT ARE MET.
22. PRIOR TO CLOSING A LANE, THE PERMITTEE SHALL PROVIDE A SUTIABLE TRAFFIC CONTROL PLAN AS PER FEDERAL MANUAL TRAFFIC CONTROL STANDARDS DEPICTING ALL WORK BEING DONE. THE UTILITY OWNER IS NOT REQUIRED TO REPORT LANE CLOSURES FOR EMERGENCIES.
23. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO GENERAL FACILITIES AND/OR PRIVATE PROPERTY CAUSED BY CONSTRUCTION OF THE PROJECT.

DESIGN NOTES:

1. POLE AND FOUNDATION DESIGNED PER CURRENT STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
2. POLE DESIGN WIND SPEED IS 85 MPH, 110 MPH, 130 MPH, AND 150 MPH BASED ON A 300-YEAR MRI.
3. CONCRETE SHALL HAVE A MINIMUM 28-DAY DESIGN STRENGTH OF 3000 PSI, AND HAVE AT LEAST 505 POUNDS OF CEMENTITIOUS MATERIAL PER CUBIC YARD.
4. PROVIDE A FLAT BEARING SURFACE ON TOP SURFACE ON TOP SHAFT BELOW THE POLE BASE. SLOPE TOP SURFACE OF CONCRETE SHAFT OUTSIDE OF POLE BASE TO DRAIN AWAY FROM POLE.
5. DO NOT USE THIS DETAIL FOR SITES WHERE SOIL CONSISTS OF SOFT CLAY, PEAT OR ANY OTHER SOIL WHERE A SMALL DIAMETER REBAR (#5 OR SMALLER) OR METAL PROBE PENETRATES EASILY TO 6" OR MORE OF DEPTH WHEN THE FULL WEIGHT OF A PERSON IS APPLIED.

ADA COMPLIANCE NOTES:

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL FEDERAL, STATE, AND LOCAL STANDARDS.
2. USE STANDARD WATCH MANUAL PLANS FOR PEDESTRIAN CONTROL PLANS FOR CLOSURE OF SIDEWALK.
3. MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48" WIDE.
4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'-0" IN HEIGHT.

COUNTY NOTES:

1. CURRENT A.D.A. STANDARDS SHALL BE UPHELD AT ALL TIMES.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY IN THE VICINITY OF THE CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE SAFE ACCESS PER CURRENT GENERAL STANDARDS FOR ALL PEDESTRIAN TRAFFIC REGULATIONS ON ALL EXCAVATIONS OPENED IN THE TRAFFIC ZONE CONTROL AREA.
4. CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO EQUAL OR BETTER CONDITION UPON COMPLETION OF WORK.

GENERAL NOTES:

1. ALL WORK PERFORMED WITHIN THE GENERAL RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CURRENT GENERAL STANDARDS.
2. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENTS MINIMUM STANDARDS BE ALLOWED.
3. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
4. ALL DISTURBED AREA WITHIN THE RIGHT-OF-WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING IN AREA DISTURBED.
5. BURNING OF ANY MATERIAL OR DEBRIS IS PROHIBITED IN GENERAL RIGHT-OF-WAY.
6. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
7. THE CONTRACTOR SHALL NOTIFY JURISDICTION PRIOR TO BEGINNING ANY CONSTRUCTION WITHIN GENERAL RIGHT-OF-WAY AS PER ISSUED PERMIT.
8. ALL AREAS WITHIN GENERAL R/W DISTURBED BY CONSTRUCTION SHALL BE RE-GRADED AND SODDED WITH LIKE-KIND SOD WITHIN (7) DAYS.

1.0 SCOPE OF WORK

- 1.1 THIS PROJECT SHALL CONSIST OF THE FOLLOWING OPERATIONS:

THE WORK PACKAGE IS FOR THE INSTALLATION OF FLOCK SAFETY ALPR CAMERAS WHICH INCLUDES BUT IS NOT LIMITED TO: FLOCK SAFETY PROVIDED POLES, POLE MOUNTED SOLAR PANELS, AND EXTERNAL BATTERY PACKAGES.

2.0 DRAWINGS

- 2.1 THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE FOLLOWING ATTACHED DRAWINGS THAT ARE HEREBY MADE A PART OF THE STATEMENT OF WORK, BY THIS REFERENCE.

2.2 INSTALLER SHALL RECEIVE FLOCK SAFETY MATERIALS AT A FLOCK SAFETY LEASED WAREHOUSE FACILITY OR AT THE LOCAL TSO LOCATED AT (CONTACT 24 HOURS IN ADVANCE): 1170 HOWELL MILL RD NW, ATLANTA, GA 30318.

ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.

- 2.3 THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE INSTALLER HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED.

2.4 ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE INSTALLER AT HIS SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME.

2.5 ALL UNUSED MATERIALS SUPPLIED BY FLOCK SAFETY BUT NOT USED IN THE COMPLETION OF WORK SHALL BE RETURNED TO FLOCK SAFETY FOURTEEN (14) DAYS AFTER INSTALL COMPLETION. FLOCK SAFETY WILL ARRANGE FOR THE TRANSPORTATION OF THESE MATERIALS.

3.0 PERMITS

3.1 FLOCK SAFETY HAS OBTAINED OR WILL OBTAIN PERMITS FROM DEPARTMENTS AND/OR AGENCIES OF CITIES, COUNTIES, STATES, FEDERAL GOVERNMENT, RAILROAD OR OTHER ENTITIES, WHICH PROVIDE FOR THE PLACING OF PIPES AND/OR CABLE UNDER DITCH, TRACKS AND ROADS AND PLACING PIPES AND/OR CABLE ALONG AND WITHIN PUBLIC OR PRIVATE ROAD RIGHTS OF WAY AND RAILROAD RIGHTS.

3.2 CONTRACTOR SHALL OBTAIN ADDITIONAL PERMITS, IF REQUIRED, FOR EQUIPMENT ACCESS OR MOVEMENT ON PUBLIC ROADS AND RAILROADS. COPIES OF SUCH PERMITS SHALL BE FURNISHED TO FLOCK SAFETY.

3.3 ALL TRAFFIC CONTROL, IF APPLICABLE, SHALL BE IN ACCORDANCE WITH LOCAL, STATE, COUNTY, OR PERMITTING AGENCY LAWS, REGULATIONS, AND REQUIREMENTS, AND WILL BE THE INSTALLER'S RESPONSIBILITY. TRAFFIC CONTROL PLANS PROVIDED BY CURRENT GENERAL DESIGN STANDARDS.

4.0 SAFETY AND PRECAUTIONS

4.1 ALL PERSONNEL ARE REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE FLOCK SAFETY REQUIREMENTS, RAILROAD SAFETY CODE AND GOVERNING JURISDICTION.

4.2 THE WORK UNDER THIS INSTALLATION WILL BE CONSTRUCTED ALONG RIGHTS OF WAY THAT MAY CONTAIN EXISTING AND OPERATIONAL UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY STATEWIDE AND/OR LOCAL AREA IN ADVANCE OF ANY EXCAVATION, BORING OR PLACING WORK AND THE CONTRACTOR SHALL LOCATE AND EXPOSE BY HAND ALL EXISTING SUBSURFACE PLANT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.

4.3 INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. INSTALLER SHALL PROTECT, SHORE, BRACE, SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER SUBSURFACE STRUCTURES UNCOVERED OR OTHERWISE AFFECTED BY THE WORK.

4.4 INSTALLER SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY THE WORK, OR BY MOVING, HAULING, OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR WORKERS TO OR FROM WORK OR ANY SITE THEREOF, WHETHER BY THE CONTRACTOR OR SUBCONTRACTORS.

4.5 DURING ALL PHASES OF CONSTRUCTION, THE INSTALLER SHALL MAINTAIN WORK AREAS IN A NEAT AND ORDERLY MANNER. CONSTRUCTION EQUIPMENT, MATERIAL AND SUPPLIES THAT ARE STORED ON THE RIGHT OF WAY SHALL NOT RESTRICT ACCESS TO SUCH RIGHT OF WAY OR THE RIGHT OF WAY ITSELF.

5.0 SECURITY

5.1 INSTALLER IS RESPONSIBLE FOR ALL SECURITY REQUIRED TO PROTECT HIS WAREHOUSE, LAYDOWN, AND STAGING AREA AND THE USE OF OUTSIDE PLANT WORK. SECURITY SHALL ALSO INCLUDE TRAFFIC CONTROL WHERE REQUIRED INCLUDING THE USE OF OFF DUTY POLICE OFFICERS.

6.0 STAKING AND SCHEDULING

6.1 ALL STAKING WILL BE PROVIDED BY FLOCK SAFETY. REQUIRED RIGHT OF WAY CLEARING SHALL BE COMPLETED PRIOR TO STAKING; THEREFORE, THE INSTALLER SHALL COORDINATE ALL CLEARING AND PLACING OPERATIONS WITH THE FLOCK SAFETY PROJECT SUPERVISOR TO AVOID DELAYS AND INTERFERENCE.

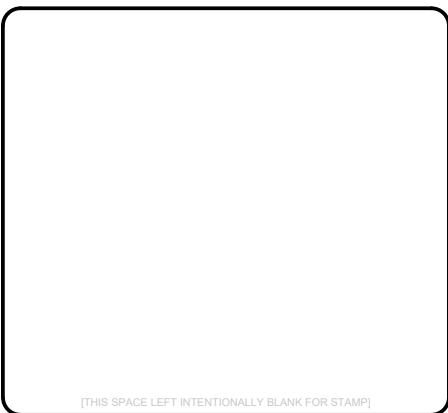
6.2 FLOCK SAFETY WILL PROVIDE RAILROAD, FLAGMEN AND SIGNALMEN AS REQUIRED; HOWEVER, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE ITS NEEDS FOR SUCH SIGNALMEN AND FLAGMEN WITH FLOCK SAFETY.

6.3 IN ADDITION TO THE SCHEDULING REQUIREMENTS IN THE GENERAL PROVISIONS, UPON REQUEST THE CONTRACTOR SHALL ALSO SUBMIT TO THE FLOCK SAFETY PROJECT SUPERVISOR, DAILY CREW ASSIGNMENT REPORTS SPECIFYING CREW AND CREW COMPOSITION AND WORK LOCATION.

7.0 SPECIAL CONSIDERATIONS

7.1 IN THE EVENT OF HIRING A CONTRATOR; DURING THE BIDDING PROCESS THE CONTRACTOR SHOULD CONSIDER THE FOLLOWING ITEMS:

7.1.1 ALL WASTE AND/OR ABANDONED MATERIALS TO BE REMOVED SHALL BE DISPOSED OF AT A "RECOGNIZED DUMP FACILITY" IN THE AREA AS DESIGNATED BY THE LOCAL GOVERNING AUTHORITY.



PROSPER POLICE DEPARTMENT

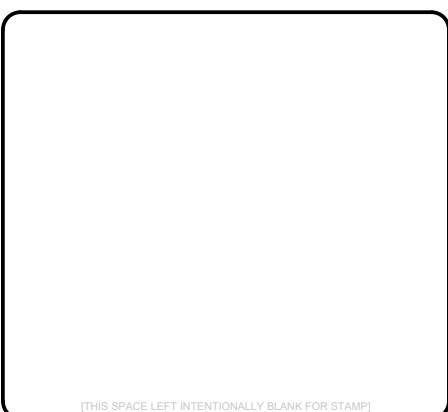
101 S MAIN ST, PROSPER, TX
75078

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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-	-	-	-
-	-	-	-
0	02/27/2023	ACC	PRELIM

I HERABY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.



LICENSE PLATE READER CAMERA
INSTALLATION

CASE NUMBER: 300519
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: GN.01	REV: 0

LOCATION DATA

Sheet	Name	Latitude	Longitude	Nearest Address
A.01	#16 S Pres	33.22157	-96.7999	130 TX-289, Prosper, TX 75078, US
A.02	#17 N Pres	33.26001	-96.7845	1921 N Preston Rd, Prosper, TX 75078, US
A.03	#18 N Pres	33.25998	-96.7846	1921 N Preston Rd, Prosper, TX 75078, USA

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PROSPER POLICE DEPARTMENT

101 S MAIN ST, PROSPER, TX
75078

frock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	02/27/2023	ACC	PRELIM

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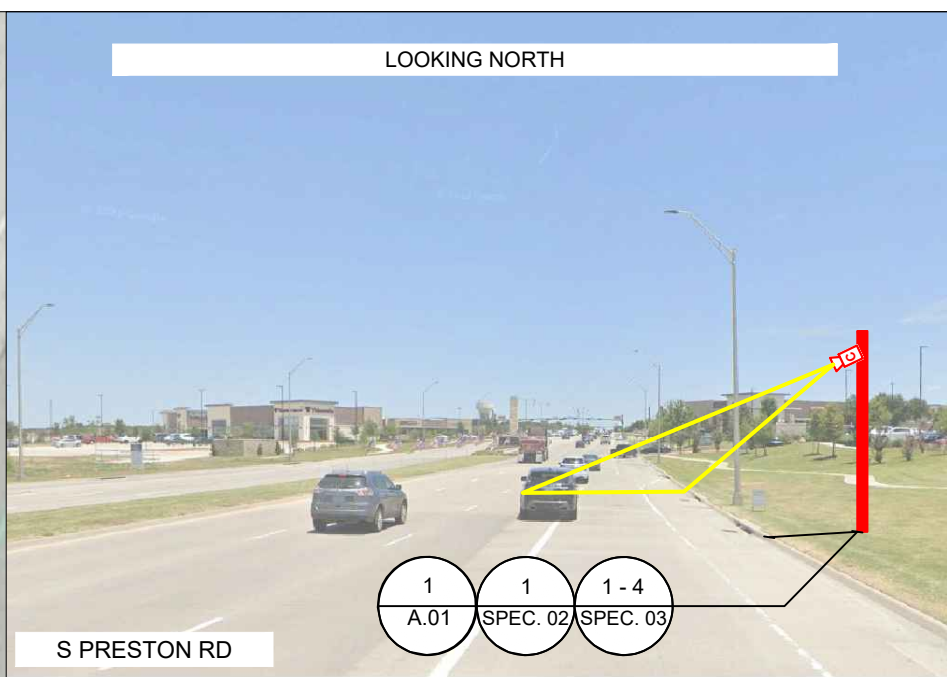
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LICENSE PLATE READER CAMERA
INSTALLATION

CASE NUMBER: 300519
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS

SHEET: GN.02	REV: 0
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PROPOSED FLOCK EQUIPMENT ON TXCORR - DOT POLE
 016 S PRESTON RD (LANES 3,4) @ UNIVERSITY DR - NB
 33.2215741288054,-96.79986869707744
 7'-1" FROM EDGE OF PAVEMENT
 *REFERENCE TYPICAL DETAIL ON SHEET SPEC.01

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PROSPER POLICE DEPARTMENT
 101 S MAIN ST, PROSPER, TX
 75078

frock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	02/27/2023	ACC	PRELIM

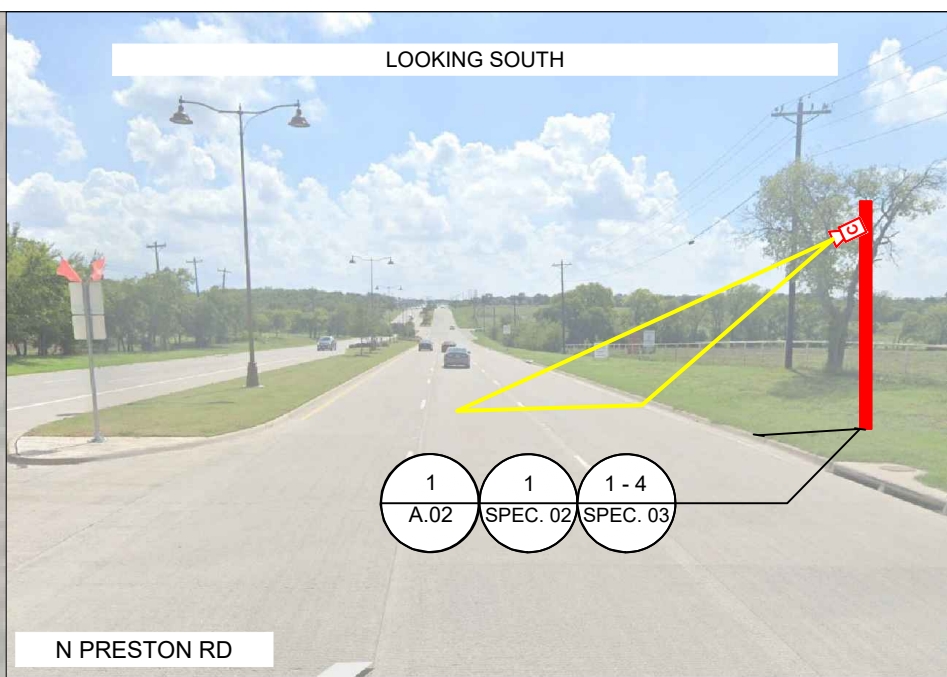
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LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 300519
 PERMITTING JURISDICTION:
 TEXAS DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS

SHEET: A.01	REV: 0
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PROPOSED FLOCK EQUIPMENT ON TXCORR - DOT POLE
 017 N PRESTON RD (LANES 1,2) @ N COLEMAN ST - SB
 33.260013521501165,-96.78445281827842
 4'-1" FROM EDGE OF PAVEMENT
 *REFERENCE TYPICAL DETAIL ON SHEET SPEC.01

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PROSPER POLICE DEPARTMENT
 101 S MAIN ST, PROSPER, TX
 75078

frock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

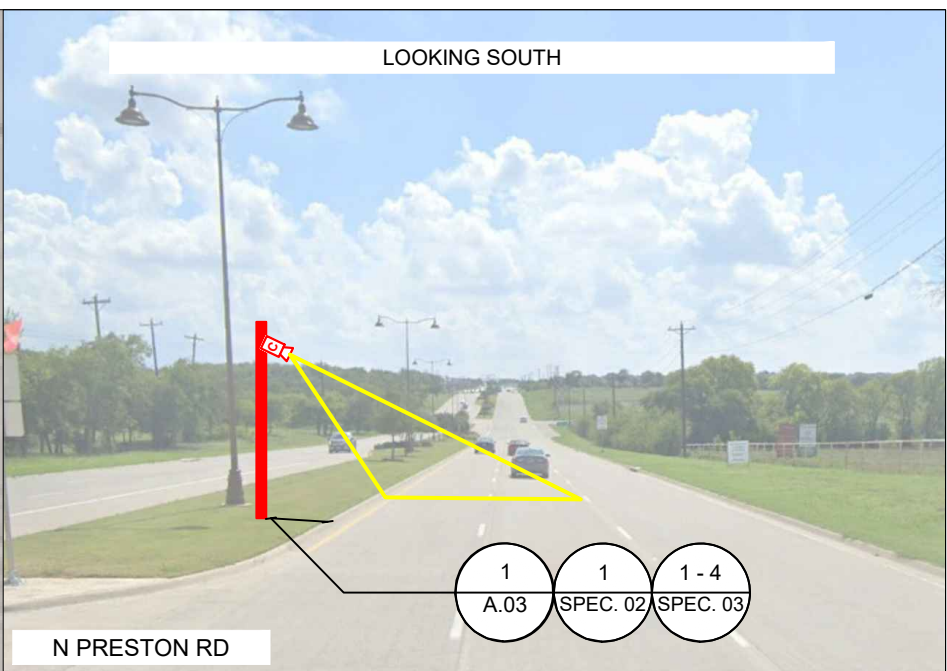
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0	02/27/2023	ACC	PRELIM

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LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 300519
 PERMITTING JURISDICTION:
 TEXAS DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: A.02	REV: 0



PROPOSED FLOCK EQUIPMENT ON TXCORR - DOT POLE
 018 N PRESTON RD (LANES 2,3) @ N COLEMAN ST - SB
 33.2599804862324,-96.78459532232885
 4'-1" FROM EDGE OF PAVEMENT
 *REFERENCE TYPICAL DETAIL ON SHEET SPEC.01

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PROSPER POLICE DEPARTMENT
 101 S MAIN ST, PROSPER, TX
 75078

frock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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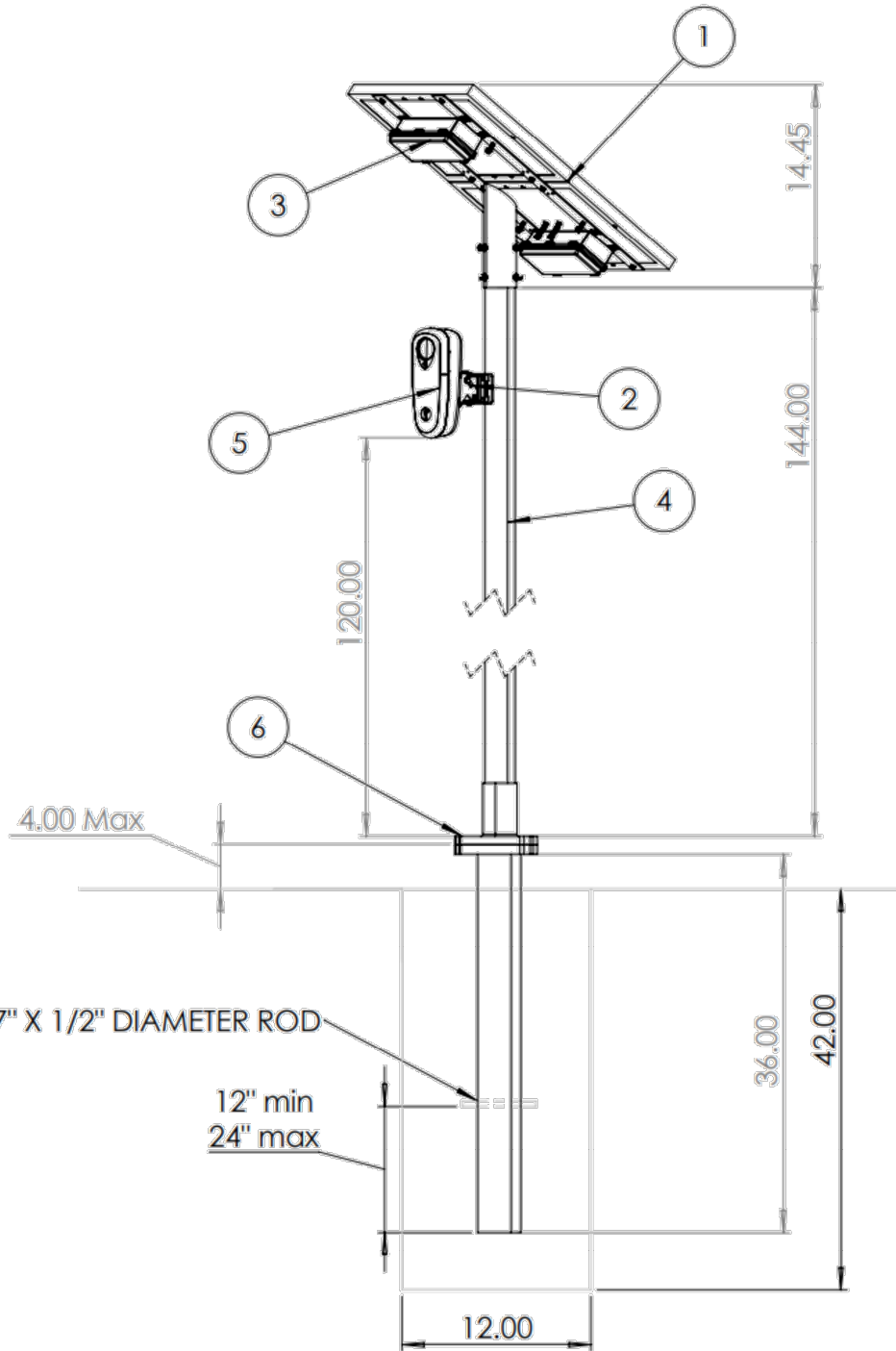
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LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 300519
 PERMITTING JURISDICTION:
 TEXAS DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: A.03	REV: 0

Notes:

1. POLE IS 10 BWG TUBING (2.875" OD, 0.134" NOMINAL WALL THICINESS). 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



REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
1	Initial Release	12/08/2021	GM
2	Dimension update	01/21/2022	GM

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	701-0059	FLOCK SAFETY CAMERA	3.6	1
6	205-00101	TxDOT SLIP BASE SYSTEM	11	1

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PROSPER POLICE DEPARTMENT
101 S MAIN ST, PROSPER, TX 75078

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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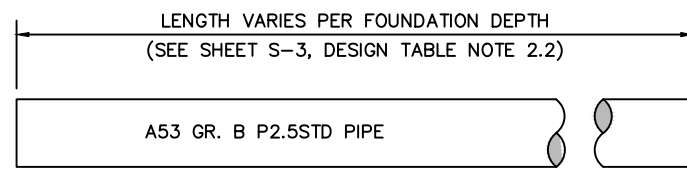
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LICENSE PLATE READER CAMERA INSTALLATION
CASE NUMBER: 300519
PERMITTING JURISDICTION: TEXAS DEPARTMENT OF TRANSPORTATION

COVER SHEET & LOCATION MAPS
SHEET: SPEC.01
REV: 0

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS		FINISH:	DEBURR AND BREAK SHARP EDGES		DO NOT SCALE DRAWING	REVISION
SURFACE FINISH:						
TOLERANCES:						
LINEAR:						
ANGULAR:						
NAME	SIGNATURE	DATE			TITLE: Flock Safety System with TxDOT Slip Base System	
DRAWN						
CHK'D						
APP'VD						
MFG						
Q.A.					BWG NO. 905-00021	A3
					SCALE: 1/8"	SHEET 1 OF 1

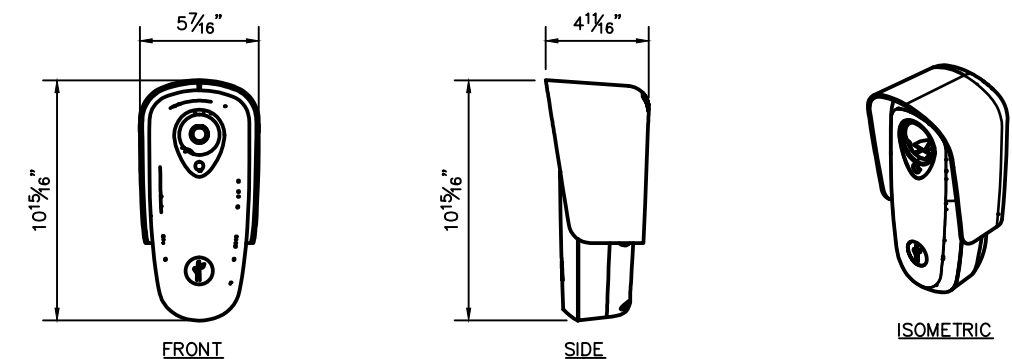
1



PIPE SHALL BE HOT DIP GALVANIZED

PIPE DETAIL

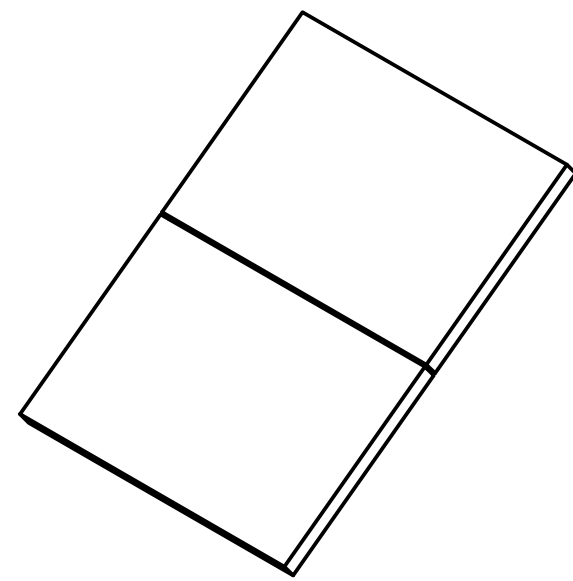
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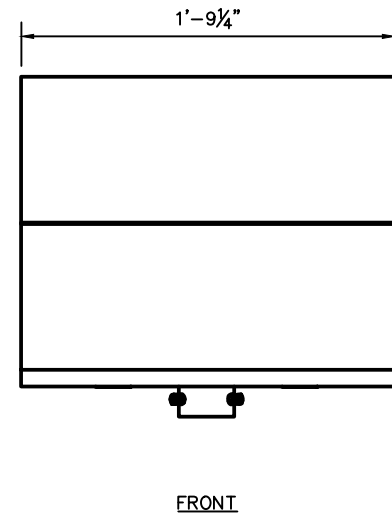
FLOCK SAFETY "FALCON" CAMERA

MOUNTING HARDWARE TO BE PROVIDED BY FLOCK SAFETY

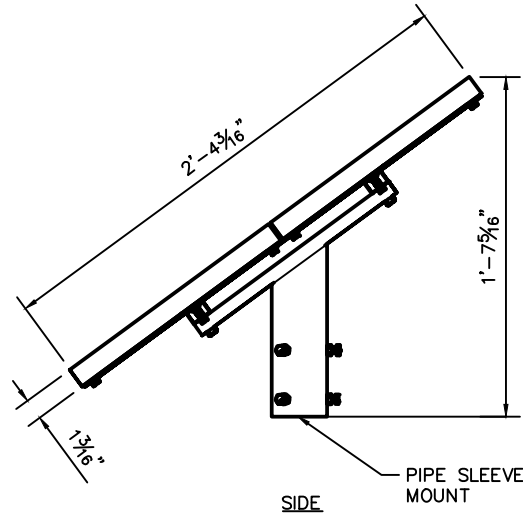
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ISOMETRIC



FRONT



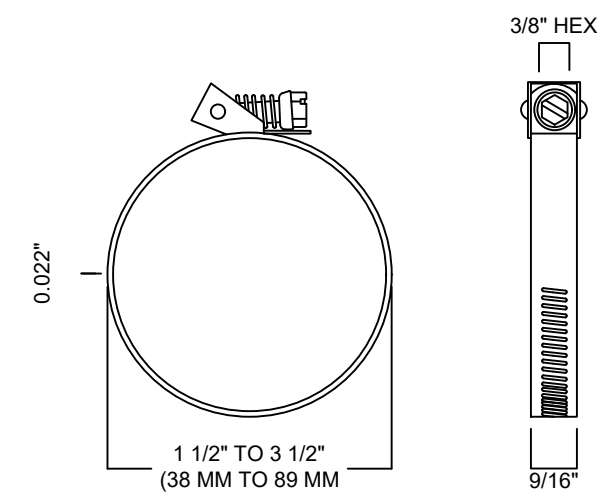
SIDE

PIPE SLEEVE MOUNT

MOUNTING HARDWARE TO BE PROVIDED BY FLOCK SAFETY

60 WATT SOLAR PANEL DETAIL (TOP MOUNTED)

4



MOUNTING HARDWARE TO BE PROVIDED BY FLOCK SAFETY

QUICK-RELEASE CLAMP FOR FIRM HOSE AND TUBE, 201 STAINLESS STEEL WITH 410 STAINLESS STEEL SCREW

5

NOT USED

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PROSPER POLICE DEPARTMENT
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 75078

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 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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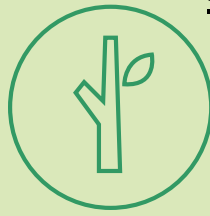
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LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 300519
 PERMITTING JURISDICTION:
 TEXAS DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS	
SHEET: SPEC.02	REV: 0

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

4

3

2

1

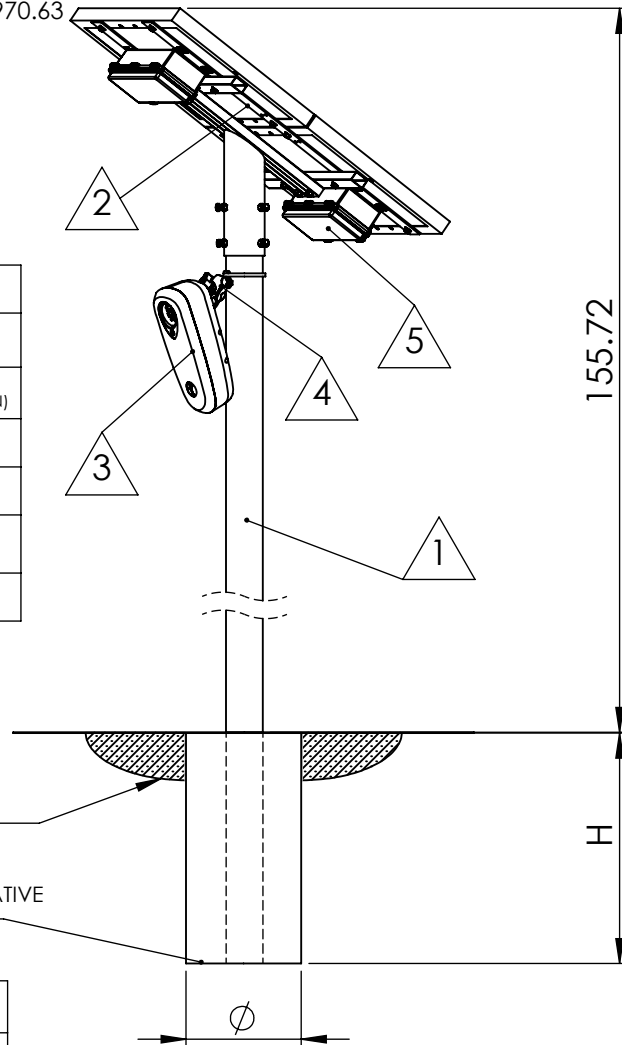
NOTES:

- 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



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	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	DWG. NO.	REV.
A	905-00005	A

SCALE:1:20

SHEET 1 OF 1

4

3

2

1

4

3

2

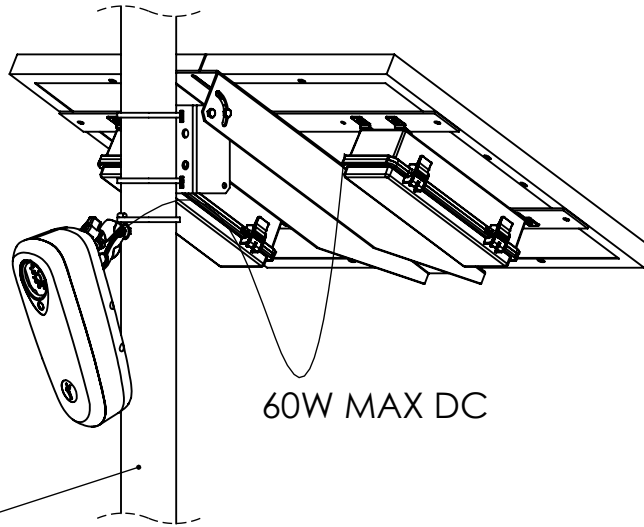
1

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



60W MAX DC

1

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:
 $X.X \pm .02$ $X.XX \pm .01$ $X.XXX \pm .005$

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

PROPRIETARY AND CONFIDENTIAL

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NEXT ASSY USED ON

FINISH

APPLICATION

DO NOT SCALE DRAWING

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TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



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DALE WAINWRIGHT

July 21, 2023

Chief Kowalski
Prosper Police Department
801 Safety Way
Prosper, TX 75078

Chief Kowalski,

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 blue ink, appearing to read 'Michelle Farris'.

Michelle Farris, Chief
Crime Records Division



TOWN OF PROSPER
POLICE DEPARTMENT

The primary purpose of the Prosper Police Department's Department Automated License Plate Readers (ALPR) system is to provide a tool for use by Patrol and Criminal Investigations personnel. This tool assists in the detection and apprehension of vehicles and/or persons traveling through the jurisdiction of the Prosper Police Department (PPD) in a vehicle that has license plates that have been entered either into the National Crime Index Computer (NCIC) or on the PPD ALPR Hotlist. The ALPR system can also be utilized by PPD Detectives and Analysts to assist in the development of leads that can eventually identify suspects who have committed crimes within the Town.

Doug Kowalski 3/21/2023
Doug Kowalski, Chief of Police

801 SAFETY WAY, PROSPER, TEXAS 75078

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: Prosper Police Department

ADDRESS: 801 Safety Way, Prosper, TX, 75078

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: Asst. Chief Scott Brewer
Address: 801 Safety Way
City, State, Zip: Prosper, TX, 75078
Telephone: 972-569-1033
Fax: _____
Email: sbrewer@prospertx.gov

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: Doug Kowalski
Title: Chief of Police
Date: 3/21/2023

**Prosper Police Department
General Orders**

102.040

Subject Automated License Plate Readers (ALPR)	
Reference Administration	
Effective Date March 27, 2023	Revised Date
Related General Orders	Related SOPs
TPCA Recognition Program Standards 7.36	Minimum Training Standards Level 1
Related Public Safety Software Information Integrated Computer Systems, Motorola Solutions, and SmartForce	Comments This Order replaces Policy 7.18 License Plate (LPR) Recognition System

I. PURPOSE

The purpose of this Order is to establish the guidelines and proper use of the Prosper Police Department (hereafter “PPD”) use of an Automated License Plate Reader System (ALPRS).

II. PHILOSOPHY STATEMENT

- A. The ALPR systems utilize specialized digital cameras and computers to efficiently capture license plate images, convert them to text, quickly compare them to a large database of hot lists, and generate an alert when there is a match.
- B. Employees shall abide by the procedures set forth in this Order when using the ALPR systems thereby increasing the efficiency and effectiveness of this department’s public safety efforts in a manner that also safeguards the privacy concerns of the general public.
- C. The ALPR systems shall be restricted to legitimate law enforcement uses for the purpose of furthering genuine law enforcement goals and enhancing public safety – as approved by the Chief of Police. Such uses and goals include providing information to officers that will assist in on-going criminal investigations, crime prevention, crime reduction, crime detection, the apprehension of wanted persons, recovery of missing and endangered persons, and improving the quality of life in our community through identification and removal of stolen, unregistered, and uninsured motor vehicles. (TPCAF 7.36)

III. DEFINITIONS

- A. **Alert:** a visual and auditory notice, alarm, or message that is triggered when the LPR receives a potential hit on a license plate.
- B. **ALPR systems:** a generic term consisting of multiple configurations: mobile (vehicle mounted cameras), portable (stationary systems that are setup at a single point and moved when operations are complete; similar to a speed trailer or Skywatch tower),

- and fixed (cameras mounted to a fixed object such as a traffic signal, light pole, or highway overpass).
- C. **Authorized Users:** Only employees, who have successfully completed the ALPR user training and have reviewed this Order, are authorized to operate ALPR systems and access ALPR data. Usage of vehicles equipped with ALPR hardware with ALPR activated is discouraged by employees not trained in system operation. (TPCAF 7.36)
 - D. **Criminal Predicate:** Means that articulable information exists to establish sufficient facts to give a trained criminal justice officer, investigator, or employee reasonable suspicion to believe that a particular individual, entity, or vehicle is or may be involved in definable criminal activity or enterprise. (TPCAF 7.36)
 - E. **Digital Evidence Storage System** – Motorola or Integrated Computer Systems (ICS) (RMS)
 - F. **Fixed LPR System** - LPR Cameras that are permanently affixed to a structure, such as a pole, traffic barrier or bridge
 - G. **Hit:** a read that matches a license plate that has been registered on one of the downloaded hot lists.
 - H. **Hot List:** a database the ALPR system checks that contains a listing of license plate numbers from many sources, which may include but is not limited to:
 - 1. NCIC/TCIC lists: Stolen Plates, Wanted Persons, Missing or Endangered Persons, Supervised Release, Protective Orders, Violent Gang and Terrorist Organizations, Sexual Offenders, Department of Public Safety and Department of Motor Vehicle Records;
 - 2. Prosper Police Department locally compiled lists, i.e. Regions, Warrants, Scofflaw
 - I. **Mobile LPR System** – LPR cameras that can temporarily be moved to a location for a specified period of time for collection or deterrence,
 - J. **Public View:** for purposes of this section, vehicles on a public roadway or that are on private property and whose license plates are visible from a public right of way. This includes places that the public has access to, such as parking lots.
 - K. **Read:** a digital infrared image of a license plates and its associated data that is captured by the ALPR system.
 - L. **Scan File:** the data obtained by the ALPR systems consisting of the license plate, images of the plate and related vehicle, and GPS coordinates of the vehicle at the time of the read.
 - M. **System Administrator** – the individual designated by the Chief of Police to coordinate the ALPR program
 - N. **Texas DPS (TXDPS)** – the state agency responsible for coordinating NCIC in Texas.

IV. PROCEDURES

A. Training (TPCAF 7.36)

1. All authorized users must complete the department's required training prior to accessing PPD's ALPR systems.
2. The curriculum for ALPR is maintained by Support Services. In addition, all related training records are maintained by Support Services in SmartForce.
3. ALPR training curriculum is developed in coordination with ALPR vendors and shall meet all local, state, and federal requirements when applicable.
4. ALPR training is provided on as needed basis.

B. License Plate Recognition Systems (LPR) Usage

1. LPR system is a passive system, live data is not viewed.
2. Employees utilizing ALPR systems shall determine that the ALPR equipment is working properly and that the latest hot lists have been downloaded prior to use.
3. Employees shall ensure that hits and scan files obtained during their shift are transferred to the secure data storage at the conclusion of shift.
4. ALPR equipped vehicles shall be driven whenever possible unless prevented by maintenance or other issues.
5. The mobile ALPR systems should be active at all times during vehicle operation unless maintenance issues.
6. Portable ALPR systems shall not be left overnight without approval by the Operations Bureau - Assistant Chief.
7. Personnel shall not erase or alter any ALPR information unless authorized to do so.
8. If employees encounter any problems during the operation of the ALPR systems, employees shall notify a supervisor immediately or contact a department sanctioned subject matter expert immediately.
9. Damage to Equipment. A user who damages ALPR equipment or discovers prior ALPR damage shall immediately report such damage to a supervisor.

C. Authorized Usage and Enforcement. (TPCAF 7.36)

1. ALPR systems may be accessed only if the criminal predict – as defined in this Order, has been met. (TPCAF 7.36)

2. Only employees, who have successfully completed the ALPR user training and have reviewed this Order, are authorized to operate ALPR systems and access ALPR data. Usage of vehicles equipped with ALPR hardware with ALPR activated is discouraged by employees not trained in system operation – as defined in this Order.
3. Each employee using an ALPR system is responsible for ensuring functionality and proper camera alignment. Employees shall not attempt to modify or correct any deficiencies found, unless properly trained and authorized to do so.
4. Prohibited Use
 - (a) The ALPR systems are the property of the Prosper Police Department. Officers may only access and use the systems and all related data for legitimate law enforcement purposes consistent with this department’s official policies.
 - (b) The following uses of the ALPR systems are specifically prohibited:
 - (1) Invasion of Privacy. Except when done pursuant to a court order or exigent circumstances, it is a violation to utilize the ALPR to record license plates out of public view, where there is a reasonable expectation of privacy.
 - (2) Harassment/Intimidation. It is a violation to use the ALPR systems and its associated data to harass or improperly intimidate any individual or group.
 - (3) Use Based on Classification. The ALPR systems and associated data shall not be used solely to target an individual or group based on race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, or disability.
 - (4) Personal Use. The ALPR systems and any associated data shall not be used for personal reasons and are only authorized for legitimate law enforcement purposes consistent with this department’s official policies.

D. Steps Required Prior to Violator Contact

1. Due to the fact that:
 - (a) Hot lists may be updated more frequently than the ALPR systems synchronize with the platform; and
 - (b) There may be errors in the ALPR’s recognition of the license plate (i.e. a letter “B” seen as a number “8”);
 - (c) the following must be completed before contacting a violator:
 - (1) Visual Verification. Employees shall visually verify that the license plate on the vehicle of interest matches identically with the image of the license plate captured by the ALPR system including issuing state and alphanumeric characters.

- (2) Computer Verification. Employees shall confirm hits through an active database (TLETS/NCIC) either on their MDC or by contacting Dispatch or CIC directly.

E. Independent Enforcement

1. Employees may still stop vehicles or take other appropriate police action where they have an independent reason for doing so, such as an unrelated traffic violation.

F. Use on Major Crimes/Incidents

1. Employees should use the ALPR systems to conduct canvasses of the area immediately following homicides, shootings, robberies, kidnappings, sexual/aggravated assaults, AMBER alerts, and/or any other major crime or incident. The data obtained could corroborate or reveal matters vital to the investigation.

G. Data Security and Management

1. ALPR data shall be kept in a secure data storage system with access restricted to authorized persons only. This information is considered confidential to the extent permitted by law.

2. Scan files

Access to ALPR data or scan files shall be secured and controlled by a password-accessible login system, that documents user access by employee login, date, and time.

3. ALPR data obtained, used, or disseminated shall be governed by this General Order.

4. Retention

- (a) Vigilant Solutions

- (1) ALPR scan files shall be retained for no longer than five (5) years unless required for evidence, by court order, or by law.

- (2) Hits shall be retained no longer than necessary for legitimate law enforcement purposes.

- (3) If a hot list attachment is made to the system, it shall be the responsibility of the hot list initiator to include an expiration date for the attachment in the system. If the hot list attachment is no longer needed before it is due to expire, the initiator shall immediately remove the hit from the system manually.

- (b) Flock Safety Program

- (1) ALPR scan files shall be retained for no longer than 30-days unless required for evidence, by court order, or by law.
 - (2) Hits shall be retained no longer than necessary for legitimate law enforcement purposes.
 - (3) If a hot list attachment is made to the system, it shall be the responsibility of the hot list initiator to include an expiration date for the attachment in the system. If the hot list attachment is no longer needed before it is due to expire, the initiator shall immediately remove the hit from the system manually.
5. Program Management
- (a) The Operations Bureau Assistant Chief shall oversee the management of all ALPR systems.
6. Criminal Database Access
- (a) Employees, who are trained and have a legitimate law enforcement purpose, may access the collected data from the ALPR systems. Each user shall document a legitimate law enforcement purpose in the required auditing field, in order to search the database. (TPCAF 7.36)
 - (b) A criminal or public safety interest must be present for legitimate access to the ALPR database. (TPCAF 7.36)
 - (c) Data associated to the Flock Safety Program is securely stored, accessed and audited via the Flock Safety Program portal. (TPCAF 7.36)
 - (d) Data associated to the Vigilant LPR Program is securely stored, accessed and audited via the Vigilant LEARN portal. (TPCAF 7.36)

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