



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 Lewisville, Denton County, hereinafter called the City, 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 City, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the City’s participation in this agreement with the State; and

WHEREAS the City has requested the State to permit the construction, maintenance, and operation of a public Fixed License Plate Reader System on the highway right of way, (ROADWAY FM 407, CONTROL SECTION NO. 33.07149562692785,-97.0185590928097

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

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

2. INSPECTION

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

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 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 City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow. If the State determines that the City has failed to comply with these responsibilities, it will perform the necessary work and charge the City the actual cost of the work.

6. FEES

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

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

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

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

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

11. PREVIOUS AGREEMENTS

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

12. INDEMNIFICATION

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

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

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors, or employees. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

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

13. INSURANCE

The City shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair, and operation of the facility.

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 City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

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

17. CIVIL RIGHTS ASSURANCES

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

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon and

hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

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

19. LEGAL CONSTRUCTION

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

20. AUDIT

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

21. AUTHORITY OF STATE AUDITOR

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

22. NOTICES

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

STATE

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

CITY OF LEWISVILLE

Lewisville Police Department
Support Operations Division
1955 Lakeway Dr STE 230
Lewisville, TX 75057

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_____.

STATE OF TEXAS

CITY OF LEWISVILLE, DENTON COUNTY

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

Claire Powell
Printed Name

City Manager
Title

City of Lewisville
Agency

972-219-3409
Contact Office and Telephone No.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

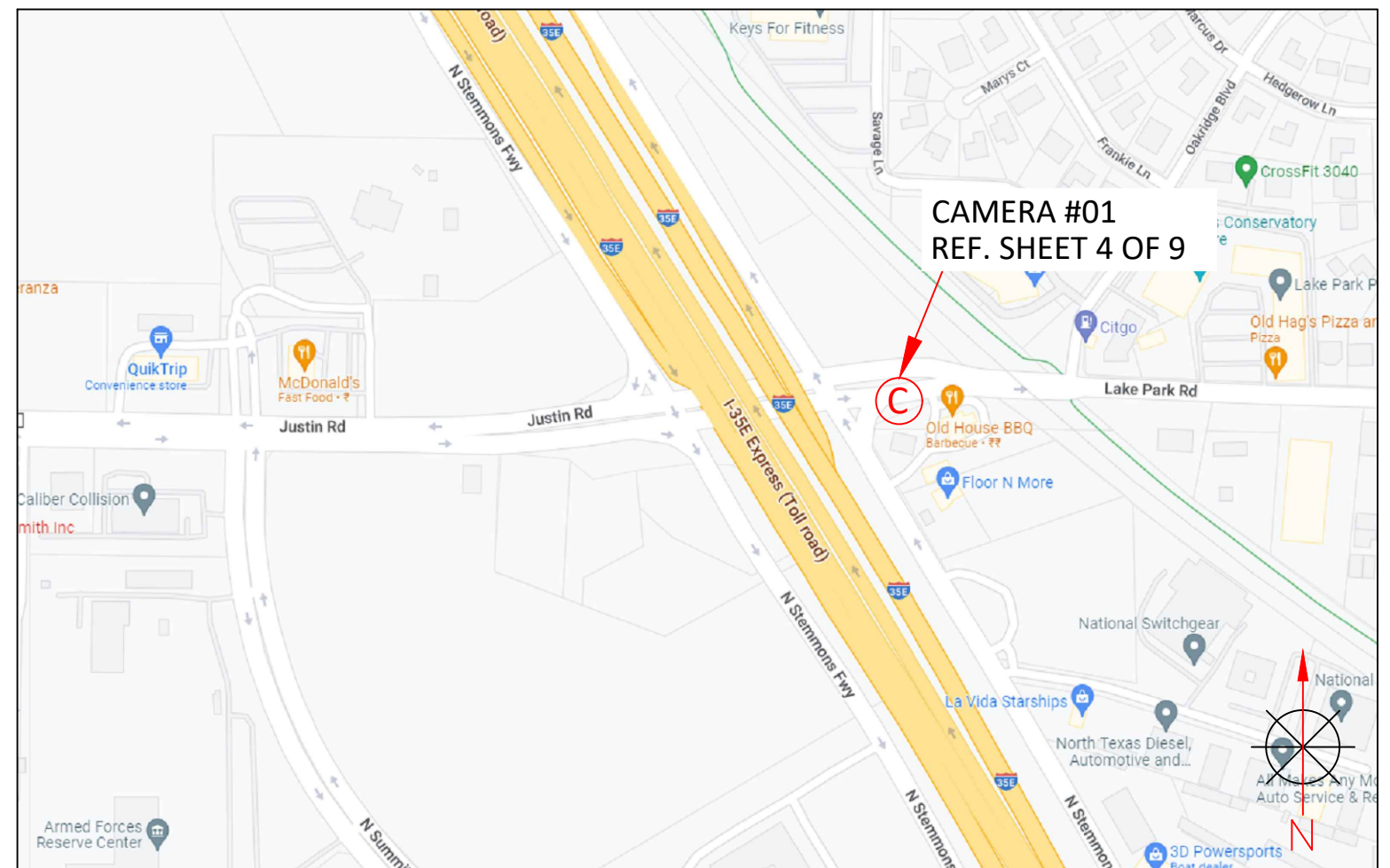
**STATE OF TEXAS
 TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)
 SUBMITTED BY LEWISVILLE
 POLICE DEPARTMENT
 AUTOMATIC LICENSE PLATE READING
 (ALPR) CAMERAS PERMIT**



LOCATION / VICINITY MAP

INDEX OF DRAWINGS

- SHEET 1: COVER SHEET AND CAMERA LOCATION MAP
- SHEET 2: GENERAL NOTES AND TRAFFIC DESIGN TABLES
- SHEET 3-: CAMERA LOCATION INFORMATION
- SHEET 4-5: SITE PLAN
- SHEET 6-7: TRAFFIC CONTROL PLAN
- SHEET 8-9: POLE DETAILS



	REV	DESCRIPTION	DATE	BY	TITLE: COVER SHEET AND CAMERA LOCATION MAP	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#: 232665
					SCOPE OF WORK: TXDOT		DRAWN BY: T RAMRAJ
					ALPR CAMERA INSTALLATION		CHECKED BY: NARESH CHAND
							APPROVED BY: DANNY CAMPOS
							DATE: 09/23/2022 SHEET: 1 OF 9

GENERAL NOTES AND TRAFFIC DESIGN TABLES

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

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (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
Expressway or Freeway	All Speeds	See Typical Applications (Chapter 6H)**

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

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 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

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	$L = \frac{WS^2}{60}$	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)

	REV	DESCRIPTION	DATE	BY	TITLE: GENERAL NOTES AND TRAFFIC DESIGN TABLES	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#: 232665
					SCOPE OF WORK: TXDOT		DRAWN BY: T RAMRAJ
					ALPR CAMERA INSTALLATION		CHECKED BY: NARESH CHAND
							APPROVED BY: DANNY CAMPOS
							DATE: 09/23/2022 SHEET: 2 OF 9

CAMERA LOCATION INFORMATION

CAMERA NO.	LOCATION			
	STREET	DIRECTION	LATITUDE, LONGITUDE	POLE
01	LAKE PARK RD. (FM 407)	EASTBOUND	33.07149562692785,-97.0185590928097	TXCORR - DOT POLE



REV	DESCRIPTION	DATE	BY

TITLE:	CAMERA LOCATION INFORMATION
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#: 232665
DRAWN BY: T RAMRAJ
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 09/23/2022 SHEET: 3 OF 9

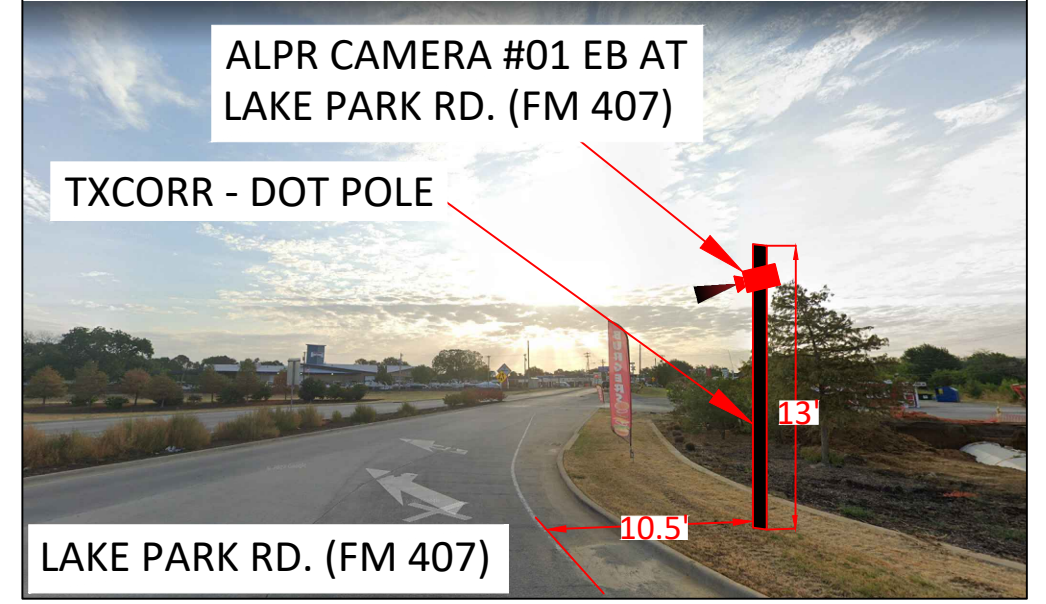
SITE ADDRESS:
1850 N STEMMONS FWY, LEWISVILLE, TX 75067

SITE PLAN

AERIAL VIEW



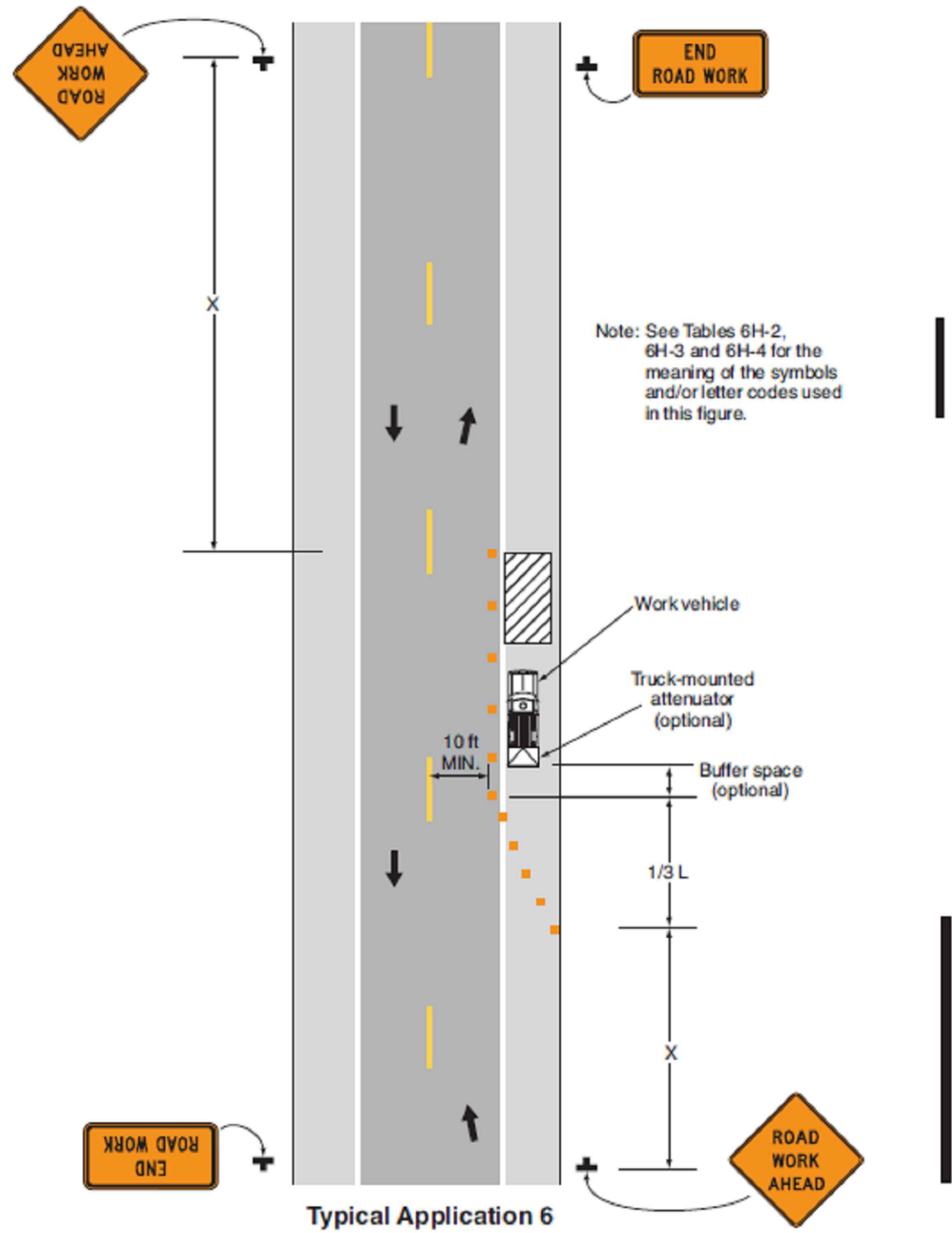
STREET VIEW



BEGIN_DFO: 23.333000
END_DFO: 29.543000
BEGIN_MPT: 8.511000
END_MPT: 14.721000

flock safety	REV	DESCRIPTION	DATE	BY	TITLE: SITE PLAN	PLANS PREPARED BY: CHC <small>A CONGRUEX COMPANY</small> 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	PROJ#: 232665
					SCOPE OF WORK: TXDOT		DRAWN BY: T RAMRAJ
					ALPR CAMERA INSTALLATION		CHECKED BY: NARESH CHAND
							APPROVED BY: DANNY CAMPOS
							DATE: 09/23/2022 SHEET: 4 OF 9

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



TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON LAKE PARK RD. (EASTBOUND)
BETWEEN N STEMMONS FWY. AND N MILL ST.



REV	DESCRIPTION	DATE	BY

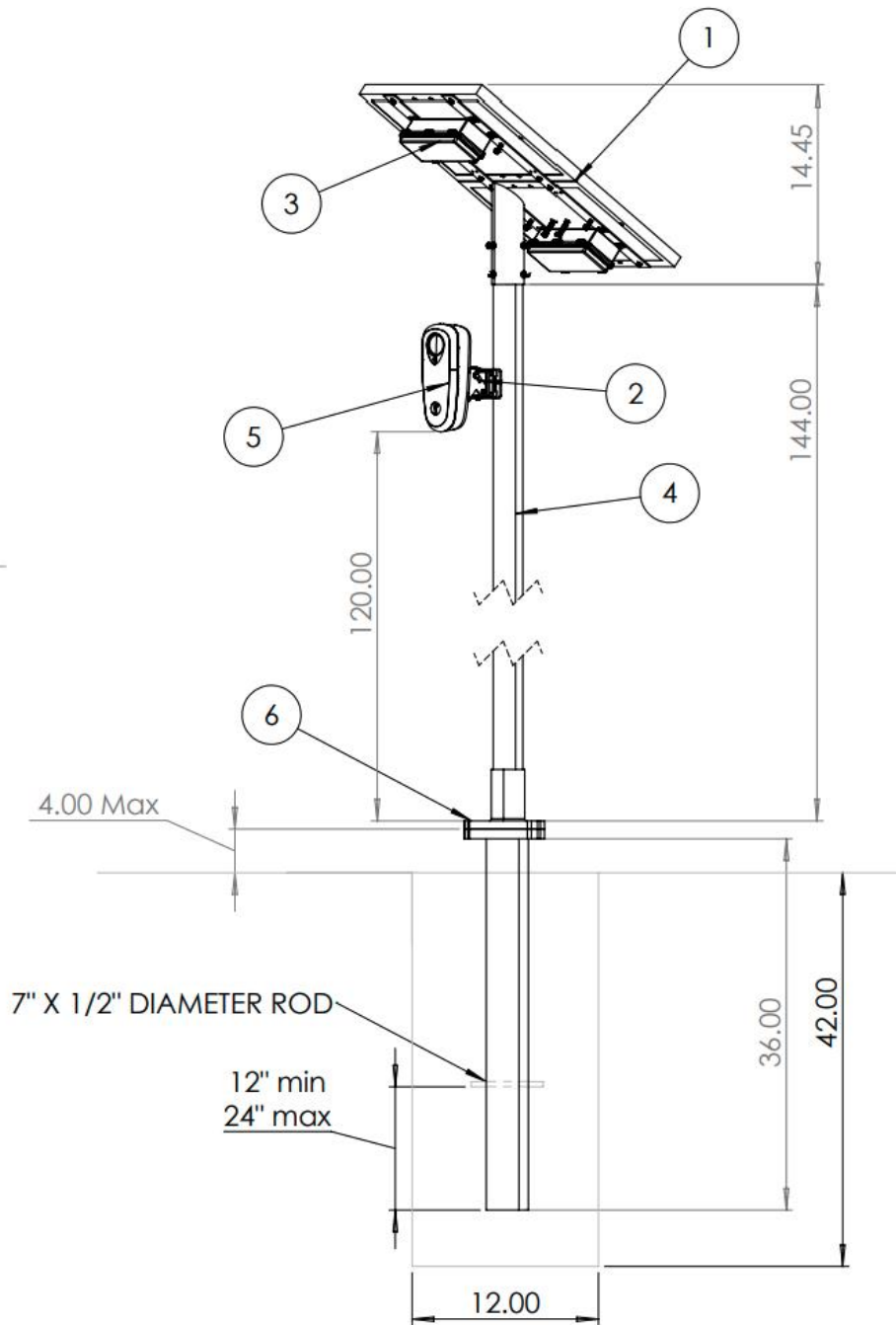
TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

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#:	232665
DRAWN BY:	T RAMRAJ
CHECKED BY:	NARESH CHAND
APPROVED BY:	DANNY CAMPOS
DATE:	09/23/2022
SHEET:	6 OF 9

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

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					
MATERIAL:			DWG NO.	A3	
			905-00021		
WEIGHT:			SCALE: 1:48	SHEET 1 OF 1	



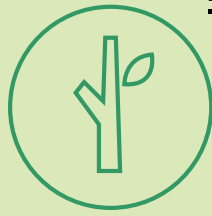
REV	DESCRIPTION	DATE	BY

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#:	232665
DRAWN BY:	T RAMRAJ
CHECKED BY:	NARESH CHAND
APPROVED BY:	DANNY CAMPOS
DATE:	09/23/2022
SHEET:	8 OF 9

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

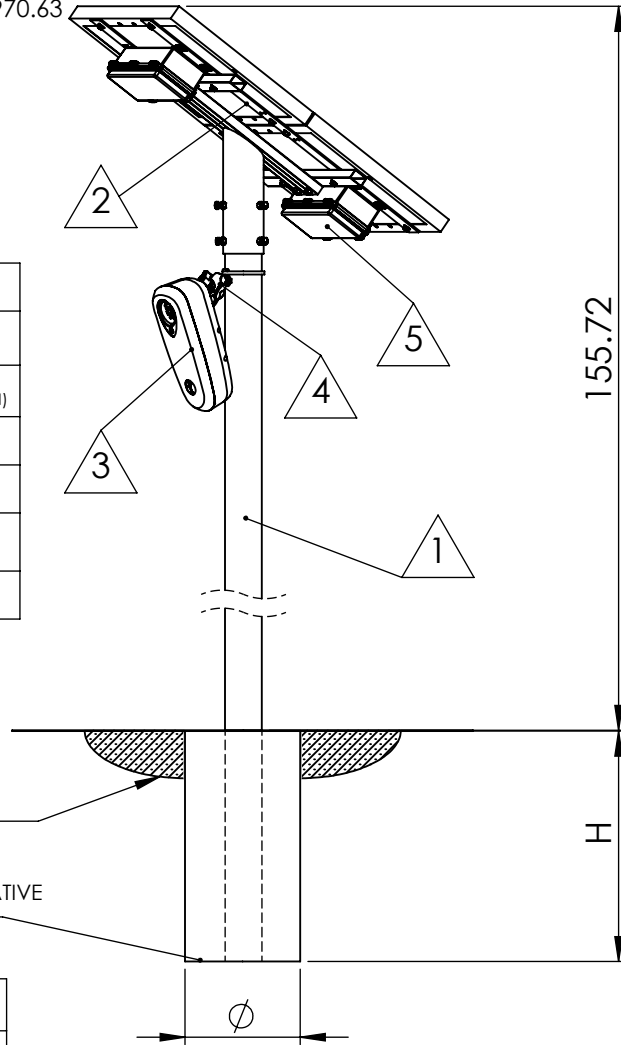
NOTES:

- 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

MATERIAL

FINISH

NEXT ASSY USED ON

APPLICATION

DO NOT SCALE DRAWING

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

flock safety

TOP POLE MOUNT -
DOUBLE SOLAR PANEL
WITH 2 EXTERNAL
BATTERIES

SIZE A	DWG. NO. 905-00005	REV. A
SCALE:1:20	SHEET 1 OF 1	

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

D

D

C

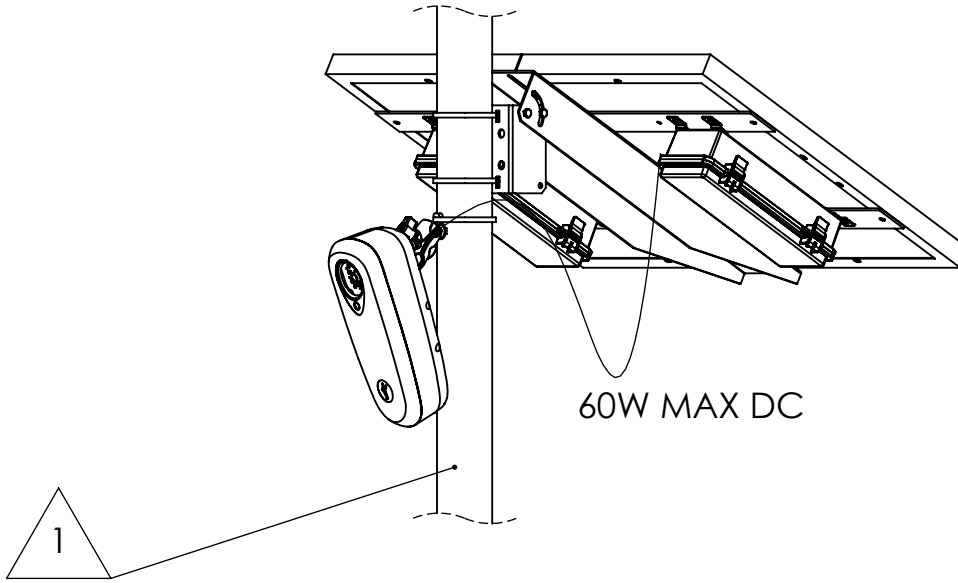
C

B

B

A

A



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

PROPRIETARY AND CONFIDENTIAL

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

MATERIAL

FINISH

NEXT ASSY USED ON

APPLICATION

DO NOT SCALE DRAWING

NAME DATE

DRAWN

CHECKED

ENG APPR.

MFG APPR.

Q.A.

COMMENTS:

flock safety

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

SIZE DWG. NO.

905-00006

REV. B

SCALE:1:20

SHEET 1 OF 1

4

3

2

1 Exhibit C



August 12, 2021

Texas Department of Public Safety
5805 N. Lamar Blvd.
Box 4087
Austin, Texas 78773

Re: Letter of Certification

To Whom It May Concern:

The Lewisville Police Department has implemented a license plate reader program. Per your "Criteria for Automated License Plate Readers" document, one of the requirements is a letter that details the type of devices and locations, a detailed statement of law enforcement purpose for all deployed cameras, and a statement indicating what vendor the agency will be using. We are submitting this letter in accordance with your guidance.

Type of Devices and Locations:

The Lewisville Police Department is deploying the following three types of ALPR cameras: Fixed (pole mounted), Transportable (mounted on trailer to be moved and parked), and Mobile (mounted on vehicle).

Below is a list of our current hardware:

- Flock Falcon Fixed Camera in the 300 block of East Corporate Drive, monitoring westbound traffic
- Flock Falcon Fixed Camera in the 300 block of East Southwest Parkway, monitoring westbound traffic
- Flock Falcon Fixed Camera in the 200 block of East Southwest Parkway, monitoring eastbound traffic
- Flock Falcon Fixed Camera in the 100 block of East Southwest Parkway, monitoring westbound traffic
- Flock Falcon Fixed Camera in the 100 block of East Southwest Parkway, monitoring eastbound traffic
- Flock Falcon Fixed Camera on private property in the entrance to 2175 South State Highway 121 Business, monitoring inbound traffic

Lewisville Police Department
1187 West Main Street, Lewisville, Texas 75067
P.O. Box 299002, Lewisville, Texas 75029-9002



- Flock Falcon Fixed Camera in the 100 block of East Corporate Drive monitoring westbound traffic
- Flock Falcon Fixed Camera in the 100 block of East Corporate Drive, monitoring eastbound traffic
- Flock Falcon Fixed Camera in the 200 block of East Corporate Drive, monitoring eastbound traffic
- Flock Falcon Fixed Camera in the 2100 block of Uecker Lane, monitoring southbound traffic
- Flock Falcon Fixed Camera in the 2100 block of Rockbrook Drive, monitoring northbound traffic
- Flock Falcon Fixed Camera in the 300 block of East Corporate Drive, monitoring eastbound traffic
- Two Flock Wing Transportable Cameras, mounted to a trailer for deployment, as needed
- Twelve Vigilant Solutions ReaperHD Mobile LPR Cameras, mounted on four marked police vehicles

Detailed Statement of Law Enforcement Purpose for all Deployed Cameras:

The primary purpose of the Lewisville Police Department's Automated License Plate Reader (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 Lewisville Police Department in a vehicle that has license plates that have been entered either into the National Crime Index Computer or on the LPD ALPR Hotlist. The ALPR system can also be utilized by LPD detectives to assist in the development of leads that can eventually identify suspects who have committed crimes in Lewisville.

Statement Indicating What Vendor or if Contributing Directly:

The Lewisville Police Department will be submitting reads directly to DPS on an hourly basis.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Deaver".

Kevin Deaver
Chief of Police
Lewisville Police Department

Lewisville Police Department
1187 West Main Street, Lewisville, Texas 75067
P.O. Box 299002, Lewisville, Texas 75029-9002

TEXAS DEPARTMENT OF PUBLIC SAFETY

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

512/424-2000

www.dps.texas.gov



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



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

September 15, 2021

Sergeant Kevin Tice
Lewisville Police Department
1187 West Main Street
Lewisville, Texas 75067

Sergeant Tice,

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

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: Lewisville Police Department

ADDRESS: 1187 W. Main Street, Lewisville, Texas, 75077

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: TCIC Control Room
P.O. Box 4143
Austin, Texas 78765-4134
Email: TCIC.Operations@dps.texas.gov

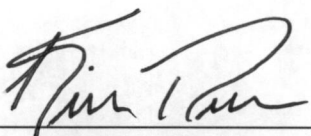
TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: Sergeant Kevin Tice
Address: 1187 W. Main Street
City, State, Zip: Lewisville, TX, 75077
Telephone: 972-219-3640
Fax: 972-219-3674
Email: ktice@cityoflewisville.com

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

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

USER AGENCY:

Signature: 
Printed Name: Kevin Deaver
Title: Chief of Police
Date: August 5, 2021

MEMO OF UNDERSTANDING REGARDING
TCIC STOLEN LICENSE PLATE
AND
TCIC STOLEN VEHICLE INFORMATION

1. This document constitutes an agreement between the Texas Department of Public Safety and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

USER AGENCY: Lewisville Police Department

ADDRESS: 1187 West Main Sreet

Lewisville, Texas 75067

2. This agreement sets forth the duties and responsibilities for the Department of Public Safety and the User Agency.
3. The Department of Public Safety agrees to maintain, operate, and manage a file of vehicle license plate information exported from the Texas Crime Information Center (TCIC) for the use of the User Agency.
4. The Department of Public Safety will ensure that, except in extraordinary circumstances, the file will be updated hourly. The file name will incorporate the date and time the file was created.
5. The User Agency recognizes there are inherent limitations in matching against data updated hourly. Therefore, if the User Agency gets a "hit" on the exported TCIC information, the User Agency agrees to conduct a real-time check of TCIC records to confirm that the hit record still exists in the live TCIC file. The User Agency will follow all Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) policies for handling hits.
6. The Department of Public Safety or the User Agency may, upon 30 days notice, in writing, terminate this agreement. User Agency correspondence regarding this agreement should be directed to:

Texas Department of Public Safety, MSC 0233
Crime Records Service, TCIC Operations
PO Box 4143
Austin, TX 78765-4143

7. The file of TCIC information is provided to the User Agency for criminal justice purposes only. Furthermore, the User Agency agrees that the file created by the Department remains a TCIC file and will handle the information in the file and all activities related to the information in the file according to existing and future TCIC/NCIC policies.
8. The User Agency agrees to indemnify and save harmless, to the extent the law allows, the Texas Department of Public Safety, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise or enjoyment of the Agreement.
9. No financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.
10. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
11. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties.
12. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, understandings, representations, warranties, or restrictions between the parties. No rights or obligations shall be implied.
13. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other party.
14. This agreement does not create any rights in any person or entity other than the Texas Department of Public Safety and the User Agency.

Please provide the following information regarding the User Agency's employee who will be the primary point of contact accessing the FTP site.

Agency ORI: TX 0610600

User Name: Todd Taylor

User Phone Number: 972-219-3623

User Email Address: ttaylor@cityoflewisville.com

This agreement will become effective on 10/28/2020.

Each person signing this agreement represents and warrants that he/she has full and complete authority to sign this agreement on behalf of the governmental entity.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

USER AGENCY

By: Steven C. McCraw

By: Kevin Deaver

Title: Director

Title: Chief of Police

Printed Name: Steven C. McCraw

Printed Name: Kevin Deaver

Date: 9-23-2009

Date: 10/28/2020



CERTIFICATE OF INSURANCE

Form 1580
(Rev. 8/18)
Page 1 of 2

Previous editions of this form may not be used.

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Flock Group Inc DBA Flock Safety

Street/Mailing Address: 1170 Howell Mill Rd NW

City/State/Zip: Atlanta, GA 30318

Phone Number: (866) 901 - 1781

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (800) 252 - 4633	
Address: 1 Tower Sq Hartford, CT, 06183-0001			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	UB-6T346569-23-I3-G	08/23/23	08/23/24	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (800) 252 - 4633	
Address: 1 Tower Sq Hartford, CT, 06183-0001			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	H-630-9W194831TIL23	08/23/23	08/23/24	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: The Charter Oak Fire Insurance Company			Carrier Phone #: (800) 252 - 4633	
Address: 1 Tower Sq Hartford, CT, 06183-0001			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	810-6T343696-23-I3-G	08/23/23	08/23/24	Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (800) 252 - 4633	
Address: 1 Tower Sq Hartford, CT, 06183-0001			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy	CUP-6T386924-23-I3	08/23/23	08/23/24	\$10,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

MARSH RISK & INSURANCE SERVICES

Address

FOUR EMBARCADERO CENTER, SUITE 1100

City, State, Zip Code

SAN FRANCISCO, CA 94111

(408) 518-2703
Authorized Agent's Phone Number

Authorized Agent Original Signature

9/1/23
Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

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