

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 38-2024**

**A RESOLUTION SUPPORTING THE AGREEMENT
WITH TXDOT TO INSTALL LICENSE PLATE
READERS IN TXDOT'S RIGHT-OF-WAY**

WHEREAS, the City of Kerrville has requested Texas Department of Transportation (TxDOT) to permit the installation, maintenance, and operation of license plate readers on TxDOT'S right-of-way along State Highways 16 and 27; and

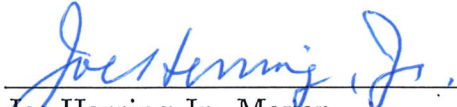
WHEREAS, the City Council authorizes the City Manager to execute the agreement, attached at Exhibit A, between TxDOT and the City of Kerrville; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to support the installation of license plate readers on in TxDOT's right-of-way within the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

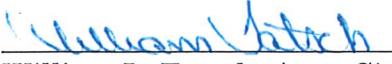
SECTION ONE. City Council supports the agreement with TxDOT for the installation of license plate cameras within TxDOT's right-of-way along State Highways 16 and 27.

**PASSED AND APPROVED ON this the 10 day of SEPTEMBER A.D.,
2024.**


Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:


William L. Tatsch, Asst. City Attorney


Shelley McElhannon, City
Secretary



Form 2044 (Rev. 8/21)
Page 1 of 10

EXHIBIT A

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

WITNESSETH

WHEREAS, on the _____ day of _____, 20 24, 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 _____ LPR cameras on the highway right of way, (ROADWAY _____ SH 16 & SH 27 CONTROL SECTION NO. 0291-02). (General description of area including either the control number or GPS coordinates.)

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

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

AGREEMENT

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

1. DESIGN AND CONSTRUCTION

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

_____ City _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the _____ City _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the- _____ City _____

2. INSPECTION

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

3. PARKING REGULATIONS

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

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

4. PROHIBITION/SIGNS

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

5. RESPONSIBILITIES

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

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

6. FEES

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

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

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

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

7. TERMINATION UPON NOTICE

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

_____ City _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

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

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

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

10. RESTORATION OF AREA

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

11. PREVIOUS AGREEMENTS

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

12. INDEMNIFICATION

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

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2024, THE City of Kerrville (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

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

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

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

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

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

13. INSURANCE

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

14. USE OF RIGHT OF WAY

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

15. ADDITIONAL CONSENT REQUIRED

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

16. FHWA ADDITIONAL REQUIREMENTS

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

17. CIVIL RIGHTS ASSURANCES

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

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

18. AMENDMENTS

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

19. LEGAL CONSTRUCTION

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

20. AUDIT

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

21. AUTHORITY OF STATE AUDITOR

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

22. NOTICES

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

| STATE (Mailing Address) | (Name of other party) (Mailing Address) |
|--|--|
| Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483 | City of Kerrville 200 Sidney Baker St. Kerrville, TX 78028 |

23. TIMELY PAYMENT

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

24. WARRANTS

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

List of Attached Exhibits:

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

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

City of Kerrville on the _____ day of _____, 20 24 , and the
State on the _____ day of _____, 20 24 .

STATE OF TEXAS

City of Kerrville

(Name of other party)

By: _____
Signature

Printed Name

Title

City of Kerrville

Agency

Contact Office and Telephone No.

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

James Stevenson, P.E.

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

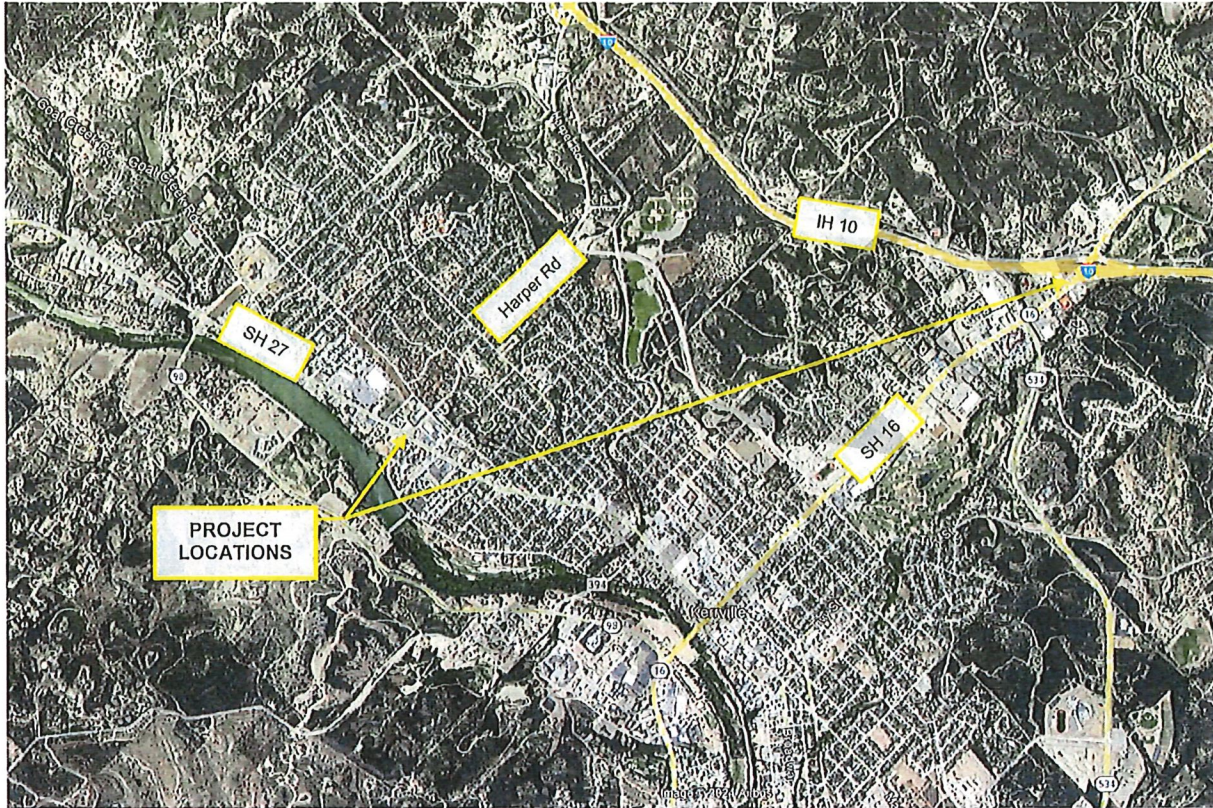
Charles Benavidez, P.E.

Printed Name

Date

EXHIBIT A

General Layout



Limits From: At IH 10 and SH 16 &

Limits To: At SH 27 and Harper Rd

EXHIBIT B

Metes & Bounds Description

Not Applicable

CONFIDENTIAL

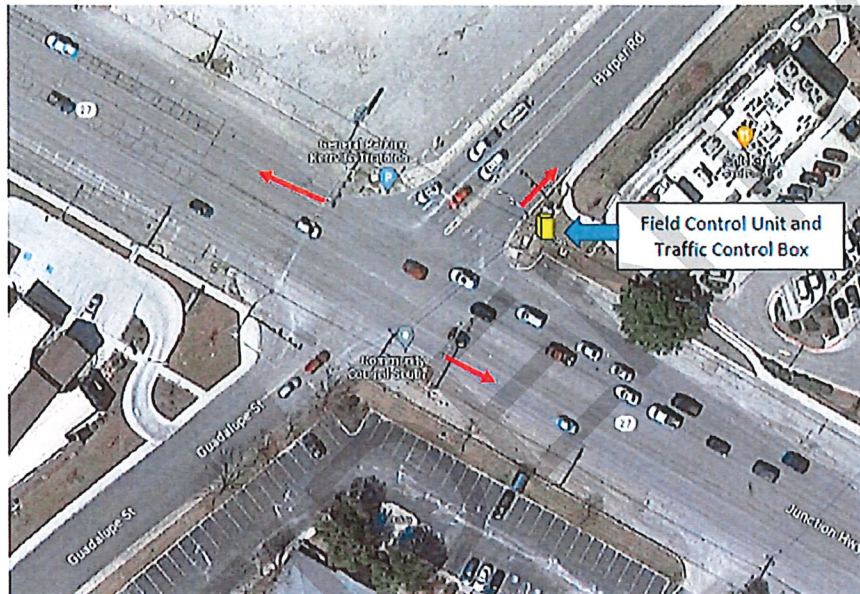
EXHIBIT C

Approved Construction Plans



Highway 27 at Harper Road – North, East and Westbound
GPS: 30.059136, -99.164625

Site 1 Overview



Overview (North)

North, East and Westbound (Figure 1 – 3): Installation of 3 - LPR Cameras (VPH) to be mounted the gantry arms shown in Figure 1 – 3 below to capture two lanes each of North, East and Westbound at the intersection of Highway 27 and Harper Road. The cameras will be mounted to gantry arms using VPH Camera Mounts and angled to capture optimal reads.

The vendor recommends that the FCU be mounted to the same structure that is adjacent the traffic control box in the Northeast corner of the intersection at least 10ft from the base of the pole but can be mounted at the customers desired height. The customer will be responsible for supplying the electrician to provide 110v power to the FCU (Field Control Cabinet), assistance with running the camera cables from the FCU and through underground conduit to the cameras mounted locations, traffic control and bucket truck.

Pole ownership and permissions to mount the ALPR Equipment to the pole/structure has not been provided at this time. It is the responsibility of the customer to provide any DOT approvals for the ALPR equipment to be mounted to the pole/structure. It is the responsibility of the customer to provide approvals that the location is acceptable for the ALPR Equipment to be installed. Installations cannot be scheduled until all approvals are provided by the customer. Drawings are not provided by Leonardo Inc. Drawings are to

EXHIBIT C

Approved Construction Plans



be provided via a third-party contractor as needed. Leonardo Inc. can provide assistance with drawings of sites through a third-party contractor that is funded by the customer.

- Connecting to: HIDTA
- Customer to provide: 1 – 2FF SIM Card from preferred wireless network provider.

Camera Table:

| Direction | Lane Number | Speed (MPH) | Distance (Focal)* | Distance Height (Approx.) * |
|------------|-------------|-------------|-------------------|-----------------------------|
| Northbound | 1 & 1 | 35 | 40ft | 15ft |
| Eastbound | 1 & 2 | 35 | 40ft | 15ft |
| Westbound | 1 & 2 | 35 | 40ft | 15ft |

Cable Table From FCU:

| Direction | Lane Number | Distance (Approx.) ** |
|------------|-------------|-----------------------|
| Northbound | 1 & 1 | 40ft |
| Eastbound | 1 & 2 | TBD |
| Westbound | 1 & 2 | TBD |

*Camera cable runs cannot exceed 250ft from the FCU. If so, this will require an additional FCU with wireless access points.

*Measurements via google maps are approximate.

**Measurements via google maps are approximate. Number includes cables length from FCU, through conduit (existing or new), up pole and through gantry arm for camera connection.

EXHIBIT C

Approved Construction Plans

 **LEONARDO**



Figure 1: Facing East on Highway 27 (December 2021) One camera mounted to the traffic light arm capturing two lanes.



Figure 2: Facing West on Highway 27 (April 2023) One camera mounted to the traffic light arm capturing two lanes.

EXHIBIT C

Approved Construction Plans



Figure 3: Facing North on Harper Road (April 2023) Two cameras mounted to the traffic light arm capturing two lanes. FCU will be mounted to the pole adjacent the Traffic Control Box.

Site 1 Hardware Only – VPH

| Qty | Type | Item Number* |
|-----|----------------------|--------------|
| 1 | VPH FCU GPU Wireless | 422033 |
| 1 | RV55 Modem | 413463 |
| 3 | V350 VPH Camera | 413965 |
| 3 | VPH Camera Mount | 422030 |
| 1 | 1000 FT Cable | 413223-1000 |

*Items provided as of 2/14/2024 – subject to change.

EXHIBIT C

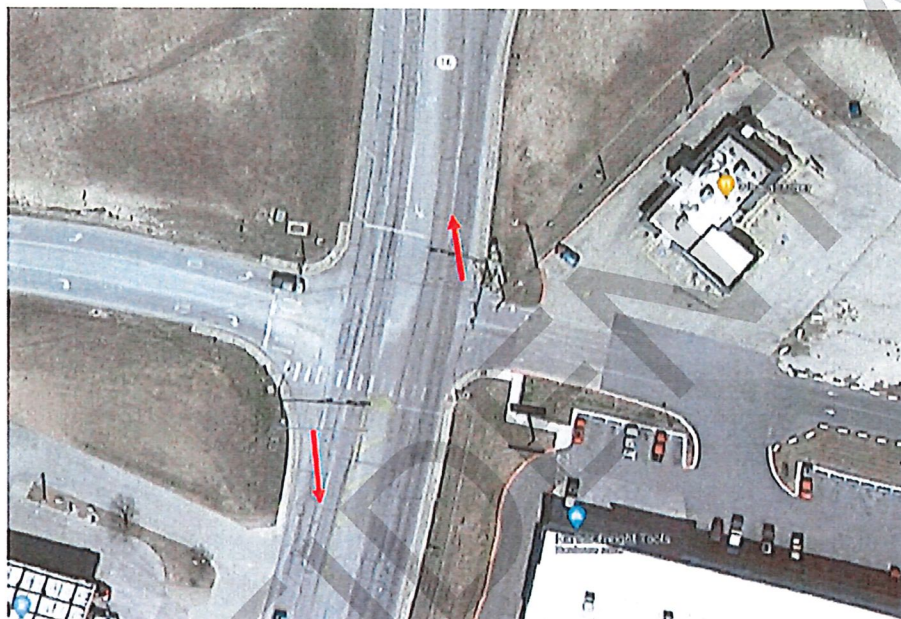
Approved Construction Plans



Highway 16 at Highway 10 – North and Southbound (towards Kerrville)

GPS: 30.069361, -99.112185

Site 2 Overview



Overview (North)

North and Southbound (Figure 1 & 2): Installation of 2 - LPR Cameras (VPH) to be mounted the gantry arms shown in Figure 1 & 2 below to capture two lanes each of North and Southbound on Highway 16. The cameras will be mounted to gantry arms using VPH Camera Mounts and angled to capture optimal reads.

The vendor recommends that the FCU be mounted to the same structure that is adjacent the traffic control box in the Northeast corner of the intersection at least 10ft from the base of the pole but can be mounted at the customers desired height. The customer will be responsible for supplying the electrician to provide 110v power to the FCU (Field Control Cabinet), assistance with running the camera cables from the FCU and through underground conduit to the cameras mounted locations, traffic control and bucket truck.

Pole ownership and permissions to mount the ALPR Equipment to the pole/structure has not been provided at this time. It is the responsibility of the customer to provide any DOT approvals for the ALPR equipment to be mounted to the pole/structure. It is the responsibility of the customer to provide approvals that the location is acceptable for the ALPR Equipment to be installed. Installations cannot be scheduled until all approvals are provided by the customer. Drawings are not provided by Leonardo Inc. Drawings are to

EXHIBIT C

Approved Construction Plans



be provided via a third-party contractor as needed. Leonardo Inc. can provide assistance with drawings of sites through a third-party contractor that is funded by the customer.

- Connecting to: HIDTA
- Customer to provide: 1 – 2FF SIM Card from preferred wireless network provider.

Camera Table:

| Direction | Lane Number | Speed (MPH) | Distance (Focal)* | Distance Height (Approx.) * |
|------------|-------------|-------------|-------------------|-----------------------------|
| Northbound | 1 & 2 | 45 | 40ft | 15ft |
| Southbound | 1 & 2 | 45 | 40ft | 15ft |

Cable Table From FCU:

| Direction | Lane Number | Distance (Approx.) ** |
|------------|-------------|-----------------------|
| Northbound | 1 & 2 | 50ft |
| Southbound | 1 & 2 | TBD |

*Camera cable runs cannot exceed 250ft from the FCU. If so, this will require an additional FCU with wireless access points.

*Measurements via google maps are approximate.

**Measurements via google maps are approximate. Number includes cables length from FCU, through conduit (existing or new), up pole and through gantry arm for camera connection.

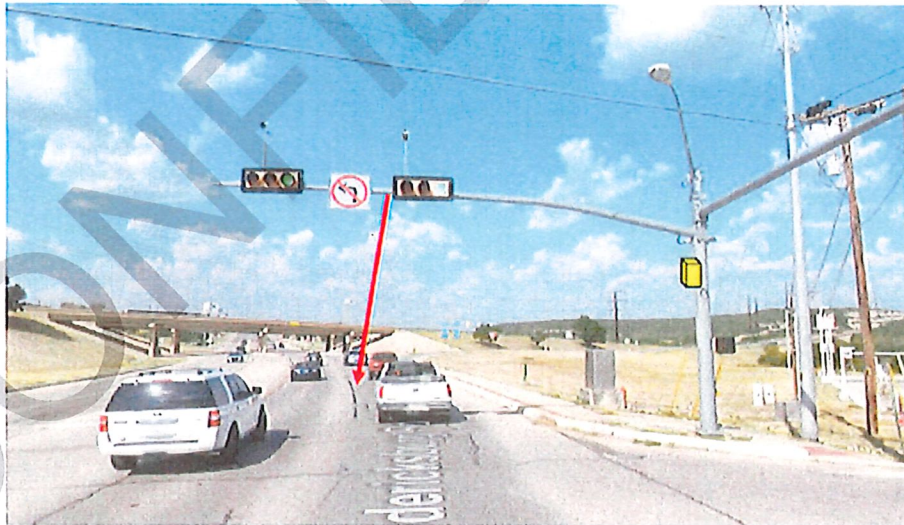


Figure 1: Facing North and East on Highway 16 (August 2023) One camera mounted to the traffic light arm to capture two Northbound lanes before Highway 10.

EXHIBIT C

Approved Construction Plans



Figure 2: Facing South on Highway 16 (May 2022) One camera mounted to the traffic light arm capturing two lanes.

Site 2 Hardware Only – VPH

| Qty | Type | Item Number* |
|-----|----------------------|--------------|
| 1 | VPH FCU GPU Wireless | 422032 |
| 1 | RV55 Modem | 413463 |
| 2 | V350 VPH Camera | 413965 |
| 2 | VPH Camera Mount | 422030 |
| 1 | 500 FT Cable | 413223-500 |

*Items provided as of 2/14/2024 – subject to change.

EXHIBIT C

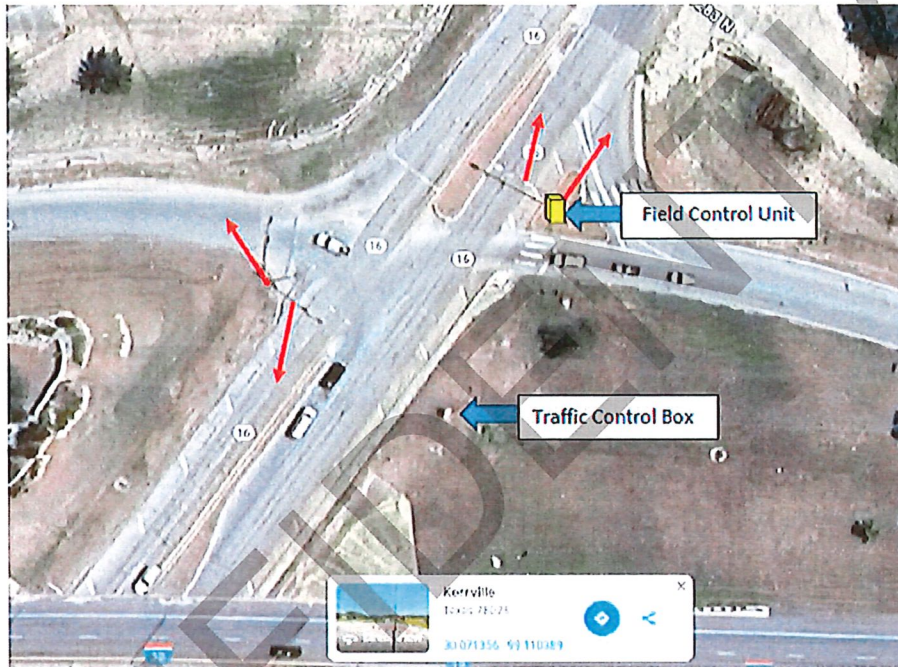
Approved Construction Plans



Highway 16 at Highway 10 – North and Southbound (towards Fredricksburg)

GPS: 30.071356, -99.110389

Site 3 Overview



Overview (North)

North and Southbound (Figure 1 - 3): Installation of 4 - LPR Cameras (VPH) to be mounted the gantry arms shown in Figure 1 & 2 below to capture two lanes each of North and Southbound on Highway 16, the exit ramp from Westbound I-10 and the exit ramp onto Westbound I-10. The cameras will be mounted to the structures using VPH Camera mounts.

North and Southbound cameras will be mounted to the gantry arm but not mounted directly over the road. The cameras will be offset to capture both lanes of travel for North and Southbound. Two additional cameras will be mounted to the uprights of the structures to capture the exit lanes coming to and from Highway 16.

The vendor recommends that the FCU be mounted to the same structure that is adjacent the traffic control box in the Northeast corner of the intersection at least 10ft from the base of the pole but can be mounted at the customers desired height. The customer will be responsible for supplying the electrician to provide 110v power to the FCU (Field Control Cabinet), assistance with running the camera cables from the FCU and through underground conduit to the cameras mounted locations, traffic control and bucket truck.

EXHIBIT C

Approved Construction Plans



Pole ownership and permissions to mount the ALPR Equipment to the pole/structure has not been provided at this time. It is the responsibility of the customer to provide any DOT approvals for the ALPR equipment to be mounted to the pole/structure. It is the responsibility of the customer to provide approvals that the location is acceptable for the ALPR Equipment to be installed. Installations cannot be scheduled until all approvals are provided by the customer. Drawings are not provided by Leonardo Inc. Drawings are to be provided via a third-party contractor as needed. Leonardo Inc. can provide assistance with drawings of sites through a third-party contractor that is funded by the customer.

- Connecting to: HIDTA
- Customer to provide: 1 – 2FF SIM Card from preferred wireless network provider.

Camera Table:

| Direction | Lane Number | Speed (MPH) | Distance (Focal) * | Distance Height (Approx.) * |
|------------|-------------|-------------|--------------------|-----------------------------|
| Northbound | 1 & 2 | 45 | 40ft | 15ft |
| Southbound | 1 & 2 | 45 | 40ft | 15ft |
| Off Ramp | 1 | N/A | 55ft | 12ft |
| On Ramp | 1 | N/A | 50ft | 12ft |

Cable Table From FCU:

| Direction | Lane Number | Distance (Approx.) ** |
|------------|-------------|-----------------------|
| Northbound | 1 & 2 | 50ft |
| Southbound | 1 & 2 | TBD |
| Off Ramp | 1 | 15ft |
| On Ramp | 1 | TBD |

*Camera cable runs cannot exceed 250ft from the FCU. If so, this will require an additional FCU with wireless access points.

*Measurements via google maps are approximate.

**Measurements via google maps are approximate. Number includes cables length from FCU, through conduit (existing or new), up pole and through gantry arm for camera connection.

EXHIBIT C

Approved Construction Plans



Figure 1: Facing North on Highway 16 (August 2023) One camera mounted to the traffic light arm to capture two Northbound lanes before Highway 10. Another camera mounted to the upright to capture the exit ramp.

EXHIBIT C

Approved Construction Plans

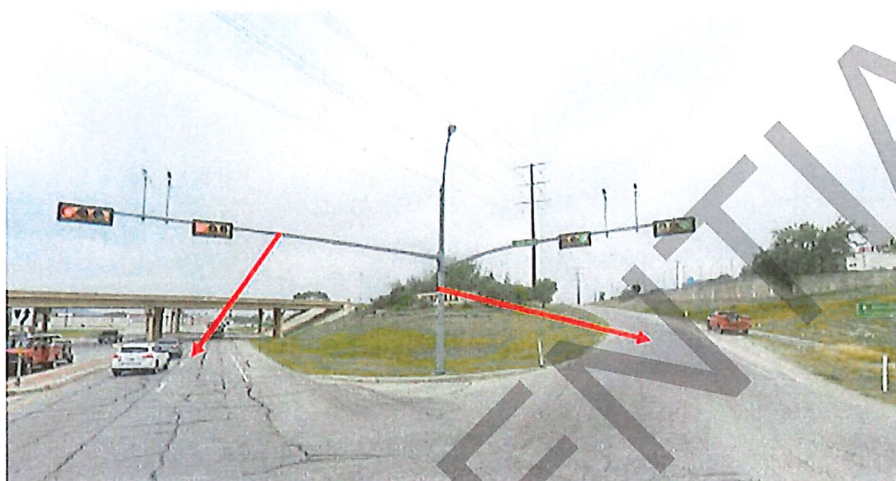


Figure 2: Facing South on Highway 16 (May 2022) Two cameras to capture two Southbound lanes and the on ramp to Westbound I-10.

Site 3 Hardware Only – VPH

| Qty | Type | Item Number* |
|-----|----------------------|--------------|
| 1 | VPH FCU GPU Wireless | 422032 |
| 1 | RV55 Modem | 413463 |
| 4 | V350 VPH Camera | 413965 |
| 4 | VPH Camera Mount | 422030 |
| 1 | 500 FT Cable | 413223-500 |

*Items provided as of 2/14/2024 – subject to change.

EXHIBIT C

Approved Construction Plans



Specification Sheets

VPH GPU Field Control Unit



The Elsas FCU (Field Control Unit) VPH GPU serves as a local on-site field networking and power substation for up to -4- VPH cameras. These Field Control Units are built for and are suitable for mounting in most exterior environments. All exterior connections to the FCU utilize ruggedized exterior grade connectors and stainless hardware. The FCU is built with a formed metal mounting bracket for easy installation. The FCU is constructed utilizing a NEMA 3R rated fiberglass box that comes with a hinged front door, fan and regulated heater to facilitate the maintenance of desired environmental conditions inside the box. This version of the FCU comes with a router to facilitate connectivity to outside networks if required.

The FCU contains the following key components necessary to power and network ELSAG surveillance and LPR cameras back to a central server:

- Brick PC (Linux OS)
- Brick PC (Windows OS)
- POE Network Switch
- External Power Surge Suppression
- Enclosure Environmental Control Hardware
- Network Router

EXHIBIT C

Approved Construction Plans



Field Control Unit Specifications

| System Component | Specifications |
|------------------|---|
| Enclosure | <p>Rating: NEMA 3R Material: 125 Fiberglass Reinforced Polyester Door: Continuous Hinge w/ Seamless Foam In Place Gasket Security: 2 Locking Holes Size: (HxWxD) 18"x15"x10", 461mmx410mmx254mm Weight: 35lbs / 15.9 Kg (loaded)</p> |
| Drink PC | <p>Processor: 1.1 GHz Intel Core i7-10710U 6-Core Memory: 2666 MHz DDR4 x 1 @ 8GB Ethernet: 10/10/100Base-TX RJ-45 x 1 Disk Storage: SATA 256GB's SSD bay x 2 USB: USB 2.0 x 1, USB 3.0 x 2 Operating System: Linux Power Consumption: 4.74A @ 18VDC Operating Temperature: 0 - +70C</p> |
| Drink PC | <p>Processor: 1.1 GHz Intel Core i7-10710U 6-Core Memory: 2666 MHz DDR4 x 1 @ 8GB Ethernet: 10/10/100Base-TX RJ-45 x 1 Disk Storage: SATA 256GB's SSD bay x 2 USB: USB 2.0 x 1, USB 3.0 x 2 Operating System: Windows 10 Power Consumption: 4.74A @ 18VDC Operating Temperature: 0 - +70C</p> |
| Power Supply | <p>Input Voltage: 88 - 264VAC Input Current: 2.6A @ 115VAC Output Voltage: 48VDC Single Output Input Current: 33A @ 115VAC cold start Over Current Protection: 150% Over Voltage Protection: 24 - 33V</p> |
| Network Switch | <p>Type: PoE Switch - 8- Port Output Power: 30 watts @ 48VDC / port Transfer Speed: 10/100 Power Consumption: 9watts fully loaded Input Power: 40VDC</p> |
| Network Router | <ul style="list-style-type: none"> • 5 Gigabit RJ45 Ports • Passive PoE Pass-through Option • Intuitive User Interface • Power via 24V Passive PoE or Power Adapter • Ports Configurable for Line rate, Layer 2 Switching • (3) 100/1000 RJ45 Data Port • 25Kbps to 64-byte Packets • 1Gbps to 1518 byte Packets • PoE Versatility • High Performance Gigabit Ports |

EXHIBIT C

Approved Construction Plans



| | |
|-----------------------------|---|
| Gauge Suppressor | Input Voltage: 120VAC Input Current: 15A / resettable breaker Suppression AG: 150V RMS damping 450 cycles Outlets: 4 NEMA 5 15R IG |
| Environmental | Heater: 115VAC @ .85A Fan: 115VAC @ .6A, 110 CFM Control: Adjustable Temperature |
| Total FCU Power Requirement | Input Voltage: 115VAC Input Current: 15A Input Circuit: 20A Circuit Breaker |

EXHIBIT C

Approved Construction Plans



V350 Network Camera

General Specifications:

| | |
|--|--------------------------------------|
| Camera | |
| Image sensor | CMOS |
| Image sensor size | 1/2.8" |
| Lightfinder | - |
| Wide dynamic range | Enhance WDR |
| Min illumination light sensitivity (LUX) | 0.16 lux |
| Min illumination light sensitivity (Illum) | - |
| Video | |
| Max video resolution | 1920x1080 |
| Max frames per second | 30/60 |
| Electronic image stabilization | Yes |
| Lens | |
| Focal Length | 18 - 137mm |
| Optical zoom | 8 |
| Horizontal field of view | 16 - 23.4° |
| Vertical field of view | 9.6 - 13.0° |
| Compression | |
| Zipstream | Yes |
| H.264 | Baseline, High Profile |
| H.265 | - |
| Motion JPEG | Yes |
| Audio | |
| Property description | - |
| Audio Support | Yes |
| Network | |
| Property description | - |
| Port Class | 3 |
| Security | |
| Property description | - |
| Signal format | Yes |
| Secure boot | - |
| General | |
| Remote focus | - |
| Remote zoom | Yes |
| Built-in IR | Yes |
| Local storage (max capacity) | Yes |
| Operating temperature | -40 to 60 °C |
| Outdoor Ready | Yes |
| Vandal rating | IK10 |
| IP rating | IP66 |
| Designed for repair | Yes |
| Sustainability | PVC-free |
| Power | |
| Property description | - |
| Power (max) | 13.5 W |
| Power (average) | 7.0 W |
| Weight | 5.1 lbs. (2.3 kg) |
| Size | 5.1" dia. X 17.7" LG (131mm x 450mm) |





CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/24)
Previous editions of this form may not be used.
Page 1 of 2

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: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: () -

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

| | | | | |
|-----------------------|---------------|----------------|------------------------------------|----------------------------------|
| Carrier Name: | | | Carrier Phone #: () - | |
| Address: | | | City, State, Zip: | |
| Type of Insurance | Policy Number | Effective Date | Expiration Date | Limits of Liability: |
| Workers' Compensation | | | | Not Less Than: Statutory - Texas |

COMMERCIAL GENERAL LIABILITY INSURANCE:

| | | | | |
|--|----------------|-----------------|------------------------------------|--|
| Carrier Name: | | | Carrier Phone #: () - | |
| Address: | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Commercial General Liability Insurance | | | | Not Less Than: \$ 600,000 each occurrence |

BUSINESS AUTOMOBILE POLICY:

| | | | | |
|----------------------------|----------------|-----------------|------------------------------------|--|
| Carrier Name: | | | Carrier Phone #: () - | |
| Address: | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Business Automobile Policy | | | | Not Less Than: \$ 600,000 combined single limit |

UMBRELLA POLICY (if applicable):

| | | | | |
|--------------------|----------------|-----------------|------------------------------------|----------------------|
| Carrier Name: | | | Carrier Phone #: () - | |
| Address: | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Umbrella Policy | | | | |

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

Address

City, State, Zip Code

() -

Authorized Agent's Phone Number

Authorized Agent Original Signature

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.

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

| | |
|-----------------|---------------------------|
| Bodily Injury | \$500,000 each occurrence |
| | \$100,000 each occurrence |
| Property Damage | \$100,000 for aggregate |

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov

Fax: (512) 416-2536

Mail: Texas Department of Transportation
CST – Contract Processing
125 E. 11th Street
Austin, TX 78701-2483

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