



CITY COUNCIL WORKSHOP/REGULAR MEETING

July 7, 2025, at 6:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner**, Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

The meeting will be streamed live on the city's website at www.cityofhewitt.com/790/Hewitt-TX-TV.

Under Texas Government Code Sec. 551.127, members may attend and participate in the meeting remotely by video conference on a regular, non-emergency basis. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Presentation and discussion concerning the FY 2025-2026 Proposed Operating and Capital Budget.

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Swearing-in and pinning ceremony for Police Officer Omar Jimenez.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not posted on the agenda. (Note: Citizens who wish to speak must complete a “Public Comment Form” and present it to the City Secretary before the meeting.)

REGULAR AGENDA ITEMS

3. Approve minutes of the June 16, 2025, City Council Regular Meeting.
4. Presentation of the report from the City Engineer, Miles Whitney, P.E.
 - Update on pending utility projects.
 - Update on pending street projects.
 - Update on pending drainage projects.
5. Discussion and reminder concerning Cybersecurity training mandated by House Bill (HB) 3834.
6. Discussion and possible action on **Resolution No. 2025-05** authorizing the Police Chief to enter into a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) allowing the installation and operation of automated license plate recognition cameras in the TxDOT right-of-way.
7. Continued discussion concerning the FY 2025-2026 Proposed Operating and Capital Budget, if needed.
8. Requests for future workshops and/or agenda items.

ADJOURNMENT

I certify that the above notice of the meeting was posted on the Public Notice Board in front of City Hall on July 2, 2025, by 5:00 PM.

CITY OF HEWITT

Lydia Lopez

Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Hewitt will provide reasonable accommodations for people attending and/or participating in City Council meetings. The facility is wheelchair-accessible, and accessible parking is available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours before the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 7, 2025

AGENDA ITEM #: 3.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approve minutes of the June 16, 2025, City Council Regular Meeting.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a copy of the meeting minutes. Please review and advise if any corrections are needed.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval of the minutes as presented, but to allow for corrections.

ATTACHMENTS:

1. City Council Regular Meeting minutes - June 16, 2025



CITY COUNCIL REGULAR MEETING

June 16, 2025, at 7:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner**, Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:00 p.m., announced all members were present, and declared a quorum.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

1. Swearing-in and pinning ceremony for Police Officers Everett Duprie and Andrew Laubender. *Assistant Police Chief Joe Chavez administered the ceremonial oath of office and introduced the newly hired officers. The officers were pinned by their wives.*

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not posted on the agenda. (Note: Citizens who wish to speak must complete a “Public Comment Form” and present it to the City Secretary before the meeting.)

Mayor Fortenberry read the statement above and inquired if the City Secretary had received any public comment forms. The City Secretary did not receive any public comment forms.

REGULAR AGENDA ITEMS

2. Approve minutes of the June 2, 2025, City Council Regular Meeting.

MOTION: Council Member Michael Bancale moved to approve the minutes as presented, but to allow for corrections.

SECOND: Council Member Bob Potter

AYES: Potter, Bancale, Stephens, Turner, Bruce, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

3. Briefing and discussion concerning the Financial Statements ending May 31, 2025.
City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the May Financial Statements electronically on June 9, 2025, for review. Mr. Thomas responded to the Mayor's inquiry about the decrease in sales tax revenue.
4. Discussion and possible action concerning Consumer Price Index Increase (CPI) for Republic Services.
City Manager Bo Thomas presented.
MOTION: Council Member Bob Potter moved approval of the Consumer Price Index increase for Republic Services.
SECOND: Council Member Michael Bancale
AYES: Bancale, Stephens, Turner, Potter, and Fortenberry
NAYES: Bruce
ABSENT: None
MOTION PASSED.
5. Discussion and possible action on reappointment(s) to the Planning & Zoning Commission.
City Manager Bo Thomas presented the Planning & Zoning Commission members up for reappointment.
MOTION: Council Member Brad Turner moved to approve the reappointment of the Planning & Zoning Commission members Dustin Crawford, Bobby Drake, Michael Lee Hix, and Travis Bailey for a two-year term ending June 2027.
SECOND: Council Member Johnny Stephens
AYES: Stephens, Turner, Bruce, Potter, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
6. Briefing and discussion concerning the Capital Improvement Projects list associated with the proposed bond issuance.
City Manager Bo Thomas presented the Capital Improvement Projects list. The Council discussed borrowing amounts, project priorities, and the Old Temple Road project. Mr. Thomas addressed their questions. Mayor Fortenberry requested future Workshop meetings.
7. Briefing and discussion concerning Council priorities for budget preparation.
City Manager Bo Thomas stated that this was another opportunity for Council input regarding budget priorities.

ADJOURNMENT

MOTION: Council Member Michael Bancale to adjourn the Regular Meeting at 7:53 p.m.

SECOND: Council Member Brad Turner

AYES: Turner, Bruce, Potter, Bancale, Stephens, Turner, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 7, 2025

AGENDA ITEM #: 4.

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

Presentation of the report from the City Engineer, Miles Whitney, P.E.

Update on pending utility projects.

Update on pending street projects.

Update on pending drainage projects.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Engineer will present and answer any questions about the Engineer's report.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

1. Hewitt-PR-6.30.25

HEWITT TEXAS

CITY ENGINEER'S REPORT

June 30, 2025

Utility Projects

Commerce Park Plant Improvements

- Well
The contractor has installed the pump and motor. Electrical to be performed in the future.
- Plant
 - Site piping is being completed, pressure testing to occur in the coming weeks. Electrical should be mobilizing soon.

Lift Station No. 4

- Coordination with Waco is occurring on their proposed roadway extensions.

Street/Transportation Projects

E. Wall and Briarfield

Contractor is mobilizing and is to begin work the week of July 7, 2025.

Drainage Projects

N/A

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 7, 2025

AGENDA ITEM #: 5.

SUBMITTED BY: Jessica Higgins, Human Resource Director/Civil Service Director

ITEM DESCRIPTION:

Discussion and reminder concerning Cybersecurity training mandated by House Bill (HB) 3834.

STAFF RECOMMENDATION/ITEM SUMMARY:

This is a reminder that the Cybersecurity training needs to be completed by July 18, 2025. On Friday, June 20, 2025, the Mayor and Council members received an email regarding the cybersecurity training required by all elected officials. In that email, instructions and the deadline for completing the certified cybersecurity training program are outlined.

FISCAL IMPACT:

Amount Budgeted -N/A
Line Item in Budget -N/A

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 7, 2025

AGENDA ITEM #: 6.

SUBMITTED BY: John McGrath, Police Chief

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2025-05** authorizing the Police Chief to enter into a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) allowing the installation and operation of automated license plate recognition cameras in the TxDOT right-of-way.

STAFF RECOMMENDATION/ITEM SUMMARY:

Hewitt City Council has previously authorized the City of Hewitt and the Hewitt Police Department to apply for a Texas Motor Vehicle Crime Prevention Authority grant (SB 224) to install twenty-one FLOCK cameras in strategic locations throughout the City of Hewitt, assisting in crime prevention and criminal investigations. Hewitt PD and FLOCK have determined that nine of the camera positions are required to be installed on TxDOT-controlled right-of-way. TxDOT requires a Hewitt City Council authorized resolution and Multi-Use Agreement to place License Plate Reader poles and cameras on TxDOT right-of-way property. The Hewitt Police Department is requesting that the Council approve the resolution and Multi-Use Agreement between Hewitt PD and TxDOT.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move approval of **Resolution No. 2025-05** authorizing the Police Chief to enter into a Multi-Use Agreement with the Texas Department of Transportation to place nine License Plate Reader poles and cameras on designated TxDOT right-of-way property.

ATTACHMENTS:

1. 2025-05 Multiple-Use Agreement with TxDOT for Automated License Plate Recognition
2. Flock Map Council Agenda
3. MUA Filled
4. MUA Supp Partial

RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY OF HEWITT, TEXAS, AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN THE TxDOT RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hewitt City Council has determined that the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

WHEREAS, the Hewitt City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock Safety be allowed to place ALPR cameras in the TxDOT right-of-way on behalf of the City of Hewitt; and

WHEREAS, the Hewitt City Council finds it to be in the public interest to authorize the Police Chief to sign a Multiple-Use Agreement with TxDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE HEWITT CITY COUNCIL. THAT:

Section 1. The City of Hewitt hereby authorizes the Police Chief to enter into a Multiple-Use Agreement with TXDOT for the installation and operation of ALPR cameras in the TXDOT right-of-way.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of July 2025.

CITY OF HEWITT, TEXAS

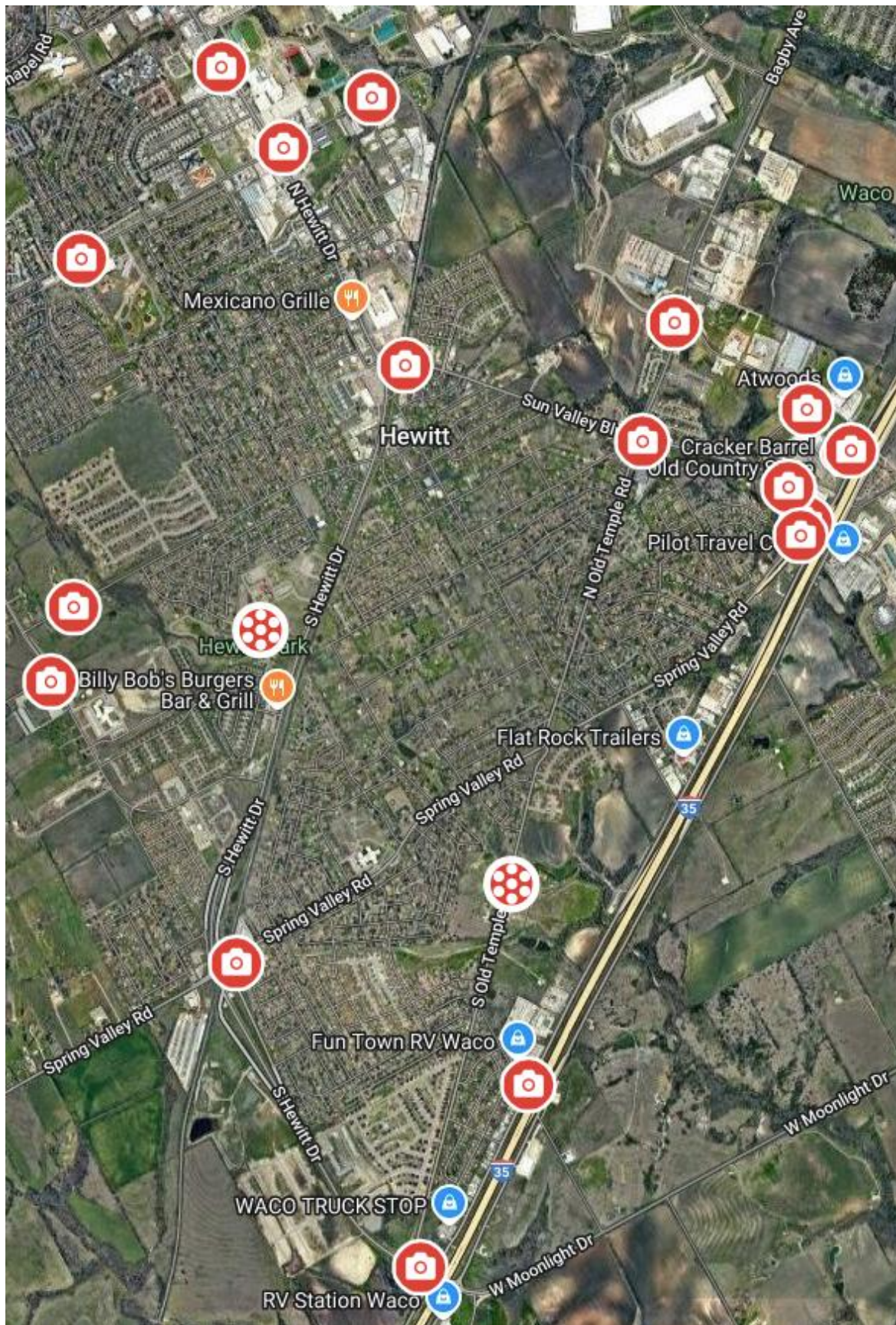
ATTEST:

Steve Fortenberry, Mayor

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney





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
Entity Name _____, hereinafter called Name for Contract _____,
party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day _____ day of _____ month of the year _____, 20 XX _____, the governing body for the Name for Contract _____, entered into Resolution/Ordinance No. _____ Ordinance _____ hereinafter identified by reference, authorizing the Name for Contract _____'s participation in this agreement with the State; and

WHEREAS, the Name for Contract _____ has requested the State to permit the construction, maintenance and operation of a public _____ Public work to be installed _____ on the highway right of way, (ROADWAY _____ Highway Name _____ CONTROL SECTION NO. _____ Ctrl No. _____). (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 Name for Contract _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the Name for Contract _____ 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

 Name for Contract 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 Name for Contract 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 Name for Contract and found not to comply with ADA or TAS shall be corrected at the entire expense of the Name for Contract .

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 Name for Contract . 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 Name for Contract has failed to comply with these responsibilities, it will perform the necessary work and charge Name for Contract 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 Name for Contract shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Name for Contract 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 Name for Contract for the use of the facility under this agreement, the Name for Contract 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 Name for Contract 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 Name for Contract '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

 Name for Contract shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Name for Contract has failed to timely remove the facility, it will perform the necessary work and charge Name for Contract 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 Name for Contract shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Name for Contract 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 Name for Contract 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 20XX , THE City Name (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 Name for Contract . Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Name for Contract 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 Name for Contract , 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. Name for Contract shall include TxDOT as an additional insured by endorsement in Name for Contract 's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Name for Contract '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 Name for Contract 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 Name for Contract , 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 Name for Contract 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 Name for Contract 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 Name for Contract 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	(Name of other party)
(Mailing Address)	(Mailing Address)
Texas Department of Transportation	Address Name
Maintenance Division	Address Name
125 East 11th Street	Address Road/Street/Hwy
Austin, Texas 78701-2483	Address City/State/Zip

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

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

STATE OF TEXAS

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

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

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

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement "Agreement", dated (add date MUA was executed), allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as "**TxDOT**", and the **(Name of local law enforcement agency)**, hereinafter referred to as "**(Abbreviated name of local law enforcement agency)**", and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras "LPR cameras" within the highway right of way.

HEWITT PD agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. HEWITT PD certifies that it has completed TxDPS's verification process by providing all necessary information required for TxDPS to verify whether HEWITT PD has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. HEWITT PD further certifies that TxDPS has provided HEWITT PD with a validation letter verifying and approving the HEWITT PD's use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The HEWITT PD shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. "TxDPS LPR System" shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. "LPR data" shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by FLORISSAFTV. In the event HEWITT PD's LPR cameras are made part of TxDPS's LPR System "LPR data" shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by FLORISSAFTV or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. HEWITT PD shall comply with the terms and conditions of this Supplemental Agreement.
2. HEWITT PD shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. HEWITT PD shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. HEWITT PD acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of HEWITT PD.

D. RESPONSIBILITY

1. HEWITT PD acknowledges that TxDOT does not have access to any LPR data. HEWITT PD acknowledges and agrees that HEWITT PD is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. HEWITT PD acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

(Name of Criminal Justice or Law Enforcement Agency)

By: _____

Title: _____

Printed Name: _____

Date: _____