

AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE AURORA POLICE DEPARTMENT
For
INSTALLATION OF LAW ENFORCEMENT EQUIPMENT

This Agreement (“Agreement”), made and entered by and between the State of Indiana through the Indiana Department of Transportation (hereinafter referred to as “INDOT”) and the Aurora Police Department, Indiana (hereinafter referred to as the Law Enforcement Agency “LEA”) (collectively referred to as the “PARTIES”) through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, the LEA has requested to install law enforcement equipment (LEE”) within state-owned or controlled right-of way in and near Aurora, Dearborn County, Indiana in the interest of public safety; and

WHEREAS, the LEA has agreed to pay the costs associated with the installation of the LEE; and

WHEREAS, the LEA has agreed to maintain the LEE after the installation to the satisfaction of INDOT and pay for all costs associated with future maintenance; and

WHEREAS, the installation of the LEE will occur within state-owned or controlled right-of-way, as shown in **Exhibit A** (attached and herein incorporated), and hereinafter referred to as the (“INDOT ROW”); and

WHEREAS, it is of mutual interest for the PARTIES to cooperate in the use of INDOT ROW for the safety of the motoring public.

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

ARTICLE I.
PURPOSE AND TERM

- 1.1. Preamble and Recitals.** The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

- 1.2. **Purpose.** The purpose of this Agreement is to delineate responsibilities for funding, installation, maintenance, operation, and removal of LEE located in INDOT ROW.
- 1.3. **Term.**
- 1.3.1. **Effective date.** This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.
- 1.3.2. **Termination.** The termination date is the earliest of:
- A. If construction activities related to installation of the LEE permitted by this Agreement have not begun within one (1) year of the date of the issuance of the INDOT permit, this Agreement shall terminate; or
- B. If the LEE installed by terms of this Agreement is removed from INDOT ROW, this Agreement shall terminate on the date the LEE is removed.
- 1.4. **INDOT Operations.** The LEE shall not create any adverse impact or interference to INDOT operations including without limitation right-of-way maintenance, traffic signal operation, or otherwise impact INDOT's maintenance of facilities.

ARTICLE II. **THE LEA'S RESPONSIBILITIES**

- 2.1. **Use of LEE Data and Compliance with Laws and INDOT Policy.**
- 2.1.1. The LEA shall be solely responsible to ensure that the use of the LEE will be for law enforcement purposes only.
- 2.1.2. The LEA shall be solely responsible to ensure that the data collected or derived from the LEE will not be used or sold, or otherwise transferred, to any party for any purpose other than law enforcement. The LEA shall also be solely responsible for ensuring that the data collected or derived from the LEE will only be used in compliance with applicable laws.
- 2.1.3. The LEA agrees that the LEE and all information gathered or generated therefrom, and the LEA's use of such information, shall be subject to compliance with INDOT Permit Operations Memorandum 21-02 (**Exhibit C**, which is attached hereto and fully incorporated herein by reference), all applicable state and federal laws (including applicable privacy protections), and all terms of this Agreement.
- 2.1.4. The LEA agrees that any LEE installed within INDOT ROW must be placed and attached in accordance with existing state and federal laws, rules, and regulations, as well as INDOT standards and specifications and all terms of this Agreement.

- 2.1.5. Failure by the LEA to abide by the requirements of state or federal laws, INDOT Permit Operations Memorandum 21-02, or this Agreement with regard to use of the LEE or any information gathered or derived therefrom may result in immediate termination of this Agreement (as well as any other similar agreement the LEA has entered with INDOT) and removal of all LEE equipment located on state-owned facilities or within state-owned or controlled rights-of-way.

2.2. Design.

- 2.2.1. The LEA shall be responsible for the preparation of the design of the LEE installations in accordance with the most recent version of INDOT's Standard Specifications and any subsequent revisions. Standard Specifications information is available from the INDOT website at: <https://www.in.gov/dot/div/contracts/standards/book/index.html>.
- 2.2.2 The design plans and specifications shall include, but not be limited to:
- A. The proposed method of accomplishing the installations.
 - B. Details of all physical installations to be made.
 - C. Devices to be mounted on each structure.
- 2.2.3. The LEA, or its representative, shall deliver one (1) electronic copy of the proposed plans and specifications for the LEE and associated work to the Seymour District Permit Manager ("Permit Manager") for concurrence and approval as the final plan. INDOT shall approve the final plans and demonstrate its concurrence in the electronic permitting system.
- 2.2.4. No changes to the final plans shall be made without written consent from INDOT. Approval for changes to the final plans shall be obtained from the Permit Manager. When approved, a change to the final plan shall be considered as if it was a part of the original final plan.
- 2.2.5. The Permit Manager may request AS BUILT plans installation upon final inspection.

2.3. Construction.

- 2.3.1. No construction work relating to the placement of the LEE permitted by this Agreement may begin within the INDOT ROW until this Agreement is fully approved and executed by the Indiana Office of the Attorney General and a permit has been issued. No construction activity may begin within INDOT ROW until approval of the final plans required in Section 2.2 is given by INDOT.
- 2.3.2. The LEA shall provide project supervision or shall employ a project engineer, independent from the contractor, to provide competent and adequate engineering,

testing, and inspection services to monitor the contractor's work for compliance with the final plans.

- 2.3.3.** The LEA shall install or have a contractor, pre-qualified with INDOT, perform the installation according to the final plans and any subsequent approved revisions at its sole expense. The performance of the installation shall be in accordance with INDOT's rules and regulations and all applicable state, federal and local laws.
- 2.3.4.** At least one (1) week prior to beginning construction activities, the LEA shall schedule a preconstruction meeting at a time and place convenient to the Permit Manager. Representatives of the LEA shall attend the meeting. In addition, representatives of all agencies which will utilize the LEE, the designer, the project supervisor/engineer, the contractor, if any, and any affected utilities shall attend. Topics for discussion shall include but are not limited to:
 - A. the work plan;
 - B. the traffic control plan;
 - C. the inspection plan;
 - D. utility connectivity plan (independent power source);
 - E. a list of contact names with mailing addresses, telephone/fax numbers, and email addresses; and
 - F. the criteria for operation of the LEE.
- 2.3.5.** The LEA shall notify the Permit Manager at least five (5) working days prior to commencing work on the installation of the LEE.
- 2.3.6.** All work and materials shall be in accordance with the most current version of the INDOT Standard Specifications and subsequent revisions. When a category of materials or equipment specified for this installation is listed on the INDOT list of approved materials, any such materials or equipment specified for this installation shall be selected from the INDOT list of approved materials.
- 2.3.7.** The installation work shall be performed in a manner and quality meeting the satisfaction and approval of INDOT with regard to proper highway engineering and planning.
- 2.3.8.** During construction, INDOT may inspect the installation. INDOT will promptly notify the LEA or the project supervisor/engineer, verbally or in writing, of any deficiencies. The LEA will correct or have a contractor correct such deficiencies. The inspection by INDOT does not relieve the LEA or the project supervisor/engineer of the responsibility to inspect and construct the LEE and appurtenances in accordance with the final plans and specifications as required herein.
- 2.3.9.** Prior to activation of the LEE, a final inspection will be required. Representatives of the District Traffic Engineer will witness the inspection. The LEA may attend

the inspection. The final inspection will include the activation of the LEE at each location to verify proper operation to the satisfaction of the LEA and INDOT.

2.4. Financial Responsibilities.

- 2.4.1.** The LEA shall be solely responsible for paying all costs associated with the design, construction, and installation of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with the design, construction, and installation of the LEE.
- 2.4.2.** The LEA shall be solely responsible for paying all costs associated with the maintenance of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with maintenance of the LEE.
- 2.4.3.** The LEA shall be solely responsible for obtaining utility service and all costs associated with the utility service for the LEE. Any separately metered utilities shall be billed directly to the LEA, and INDOT shall have no obligation with respect thereto. Any utility fees related to utilities that are not separately metered shall be prorated by INDOT, on a reasonable basis and the LEA shall pay any amount owed within thirty (30) days of receiving an invoice for the same.

2.5. Maintenance and Operations.

- 2.5.1.** The LEA shall be responsible for maintaining the LEE at all times. Maintenance activities shall not create an adverse impact to or interfere with the safety and travel of the motoring public.
- 2.5.2.** The LEA shall ensure that the installation and location of the LEE and areas of INDOT ROW used for the LEE be in substantial conformity with **Exhibit A** (attached and fully incorporated herein by reference). INDOT shall have the right to terminate this Agreement and order removal of the LEE, if, in INDOT's sole discretion, it is determined that the location of the LEE substantially deviates from that depicted in **Exhibit A**, if the LEE equipment substantially deviates from the plans shown in **Exhibit B** (attached, and fully incorporated herein by reference), or, subject to the notification provisions contained herein.
- 2.5.3.** The LEA shall notify INDOT and submit a Maintenance of Traffic (MOT) plan five (5) business days prior to any maintenance activities if such activities require lane closures or traffic restrictions.
- 2.5.4.** When performing work within INDOT ROW, the LEA shall always adhere to the traffic control measures found in the most recent version of the Indiana Manual on Uniform Traffic Control Devices, Interstate Highway Lane Closure Policy and the Indiana Department of Transportation Policies, Processes & Procedures on Work Zone Safety & Mobility.

- 2.5.5.** The LEA, or its representative, shall contact, by any means, the Permit Manager a minimum of one (1) business day, before performing routine maintenance on LEE located within INDOT ROW. Routine maintenance shall not be performed on a weekend, holiday, or after normal business hours. For maintenance of LEE located in or on a traffic signal, an INDOT signal technician may be present during this maintenance activity.
- 2.5.6.** In the course of emergency maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT or its representative will attempt, using normal diligence, to salvage for re-use any LEE that has been knocked down. INDOT will not reinstall LEE. INDOT shall have no obligation to attempt to recover any funds from the responsible parties in compensation for damaged LEE or for replacement costs. The LEA, or its representatives, shall assure that the LEE is functional before attempting to reinstall the LEE.
- 2.5.7.** The LEA may request in writing that locations within state-owned or controlled right of way be added to or removed from **Exhibit A**. A formal amendment to this Agreement will be required before a change in the location is effective.
- 2.5.8.** If after appropriate review, INDOT determines that any LEE or appurtenances installed on INDOT ROW by terms of this Agreement (a) have become substandard, (b) conflict with future improvements or other necessary installations, (c) are not being properly maintained, (d) are being misused, (e) are installed in a manner or in locations inconsistent with this Agreement and/or any INDOT permits, (f) are installed using an INDOT power source (instead of an independent power source), or (g) if this Agreement is terminated, INDOT may order modification, relocation or removal of the LEE. A pre-qualified contractor employed by the LEA shall perform the removal or modification within sixty (60) days of notice to the LEA from INDOT at the LEA's sole expense.
- 2.5.9.** Any use of the right-of-way permitted by this Agreement remains secondary to the interest of INDOT to use the right-of-way for highway or other transportation purposes. The LEA agrees that it shall promptly remove the LEE at its own expense, whether in part or in its entirety, if, in INDOT's sole discretion, the right-of-way or any portion thereof is required for future expansion, modification, or maintenance of any transportation or utility infrastructure or facility. The LEA understands and agrees that it shall not be entitled to any damages or any other compensation if INDOT requires complete or partial removal of the LEE for any reason.
- 2.5.10.** Prior to constructing any additional improvements in INDOT ROW, the LEA shall apply for a permit for all construction by the LEA (or other parties contracted by the LEA) within INDOT ROW. This Agreement in no way binds INDOT to the issuance of any permit to the LEA. However, INDOT agrees, in good faith, to review the LEA's application, and if appropriate, issue a permit to the LEA.

2.5.11. The LEA shall be responsible for the LEA's improvements within INDOT ROW. To the extent permitted by law, the LEA shall indemnify and hold INDOT harmless for any claims arising out of the above-said items within the INDOT ROW. This is in addition to representations provided under Section 4.22 of this Agreement. This section of this Agreement shall survive termination of this Agreement.

2.5.12. The LEA shall perform all work permitted under this Agreement to INDOT's reasonable satisfaction, as determined at the discretion of INDOT, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

ARTICLE III. **INDOT'S RESPONSIBILITIES**

- 3.1.** INDOT shall have approval authority for the LEA's design, construction, and maintenance plans and for any improvements located within INDOT ROW. Such review and approval shall be completed within a reasonable timeframe.
- 3.2.** INDOT may inspect the work of the LEE installation at any time and shall notify the LEA of any deficiencies to be remedied. INDOT does not own and shall not assume any responsibility for the LEE.
- 3.3.** Under no circumstances shall INDOT be responsible for any costs of design, construction, maintenance, improvements, operation, regulation, replacement, or removal of the LEE.
- 3.4.** If the LEA fails to install the LEE in accordance with this Agreement or to complete any necessary maintenance of the LEE or remediate any damage caused in whole or in part by the LEE, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs and invoice the LEA for the total cost of the repair. The LEA shall pay each invoice within thirty (30) days of issuance of the invoice. The LEA's failure to pay any invoice received from INDOT may result in removal of the LEE from INDOT ROW.
- 3.5.** Under no circumstances shall INDOT be responsible for collecting, maintaining, or storing any information obtained by the LEA with LEE.

ARTICLE IV. **GENERAL PROVISIONS**

- 4.1.** **Access to Records.** The LEA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment, if any, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The LEA agrees that, upon request by any agency participating in federally assisted programs with whom the LEA has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of

the LEA in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. Assignment; Successors. [OMITTED – NOT APPLICABLE]

4.3. Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE]

4.4. Audits. The LEA acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, *et. seq.*, and audit guidelines specified by the State.

4.5. Authority to Bind the LEA. The signatory for the LEA represents that he/she has been duly authorized to execute this Agreement on behalf of the LEA and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the LEA when his/her signature is affixed and accepted by the State.

4.6. Changes in Work. The LEA shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

4.7. Certification for Federal Aid Contracts Lobbying Activities. The LEA certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the LEA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the LEA, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The LEA also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

4.8. Compliance with Laws.

- A. The LEA shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the LEA to determine whether the provisions of this Agreement require formal modification.
- B. The LEA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et. seq.* and the regulations promulgated thereunder. **If the LEA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the LEA shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the LEA is not familiar with these ethical requirements, the LEA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LEA or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the LEA. In addition, the LEA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. **[OMITTED – NOT APPLICABLE]**
- D. **[OMITTED – NOT APPLICABLE]**
- E. **[OMITTED – NOT APPLICABLE]**
- F. The LEA warrants that the LEA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
- G. **[OMITTED – NOT APPLICABLE]**
- H. As required by IC §5-22-3-7:
 - (1) The LEA and any principals of the LEA certify that:
 - (A) the LEA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation of Consumers];

- (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
- in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) the LEA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The LEA and any principals of the LEA certify that an affiliate or principal of the LEA and any agent acting on behalf of the LEA or on behalf of an affiliate or principal of the LEA, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. Condition of Payment. [OMITTED – NOT APPLICABLE]

4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE]

4.11. Continuity of Services. [OMITTED – NOT APPLICABLE]

4.12. Debarment and Suspension. [OMITTED – NOT APPLICABLE]

4.13. Default by State. [OMITTED – NOT APPLICABLE]

4.14. Disputes. [OMITTED – NOT APPLICABLE]

4.15. Drug Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LEA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LEA will give written notice to the State within ten (10) days after receiving actual notice that the LEA, or an employee of the LEA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the LEA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the LEA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LEA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LEA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.

4.16. Employment Eligibility Verification. As a condition precedent to entering into this agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the LEA swears or affirms under the penalties of perjury the LEA has not knowingly employed, and will not knowingly employ, an unauthorized alien. The LEA further affirms that:

- A. The LEA has enrolled in and verified the work eligibility status of all its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The LEA is not required to participate should the E-Verify program cease to exist. Additionally, the LEA is not required to participate if the LEA is self-employed and does not employ any employees.
- B. The LEA has not knowingly employed or contracted with, and shall not knowingly contract with, an unauthorized alien. The LEA has not retained, and shall not retain, an employee, and has not contracted with and shall not contract with a person, the LEA subsequently learned or learns is an unauthorized alien.
- C. The LEA has required and shall require its contractors and/or subcontractors, if any, who perform work under this Agreement, to certify to the LEA that the contractor

or subcontractor does not knowingly employ or contract with an unauthorized alien that the contractor or subcontractor has enrolled in and is participating in the E-Verify program. The LEA agrees to maintain this certification throughout the duration of the term of a contract with a contractor or subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate for default if the LEA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

4.17. Employment Option. [OMITTED – NOT APPLICABLE]

4.18. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.19. Funding Cancellation. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

4.20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE]

4.22. Indemnification. The LEA agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the LEA and/or its subcontracts, if any, in the performance of this Agreement. The State shall not provide such indemnification to the LEA.

4.23. Independent Entity; Workers’ Compensation Insurance. The LEA is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the PARTIES. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The LEA shall provide all necessary

unemployment and workers' compensation insurance for the LEA's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

4.24. **Indiana Veteran Owned Small Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE]

4.25. **Information Technology Enterprise Architecture Requirements.** [OMITTED – NOT APPLICABLE]

4.26. **Insurance.** The LEA shall cause and require the contractors installing or maintaining the LEE at each location listed in **Exhibit A** to secure and keep in force, during the term of any installation or maintenance activity occurring in INDOT ROW, the insurance coverages specified in the 2024 INDOT Standard Specifications.

4.27. **Key Person(s).** [OMITTED – NOT APPLICABLE]

4.28. **Licensing Standards.** The LEA, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the LEA pursuant to this Agreement. The State will not approve any study, plans or work performed by the LEA when the LEA, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the LEA shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

4.29. **Merger & Modification.** This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary PARTIES.

4.30. **Minority and Women's Business Enterprises Compliance.** [OMITTED – NOT APPLICABLE]

4.31. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act

- A. The LEA covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LEA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based

on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LEA or any contractor or subcontractor.

B. LEA covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the LEA's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LEA or any contractor or subcontractor.

4.32. Notice to PARTIES. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

Jodi Parks
Billboard/Major Commercial Inspector
1875 W. JPG Woodfill Road, Seymour, IN 47250,
Phone: 812-569-8228
Email: jparks2@indot.in.gov

And with copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Email: agrand@indot.in.gov

For the LEA:

Joshua Daugherty, Police Chief
233 Main St. Aurora IN, 47001
Phone: 812-926-1101
Email: policechief@aurora.in.us

And with copy to:

Matthew Yang

Flock Safety
1170 Howell Mill Rd, Unit 210
Atlanta, GA 30318
Phone: 626-201-7901
Email: matt.yang@flocksafety.com

4.33. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]

4.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]

4.35. Payments.

- A. All payments, if any, shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LEA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments, if any, will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.
- B. [OMITTED – NOT APPLICABLE]

4.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.37 Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the LEA is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The LEA shall be responsible for ensuring that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

4.38. Progress Reports. [OMITTED – NOT APPLICABLE]

- 4.39. **Public Record.** The LEA acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.
- 4.40. **Renewal Option.** [OMITTED – NOT APPLICABLE]
- 4.41. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.
- 4.42. **Status of Claims.** The LEA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LEA resulting from services performed under this Agreement.
- 4.43. **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 4.44. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the LEA or its subcontractors as a result of this Agreement.
- 4.45. **Termination for Convenience.** [OMITTED – NOT APPLICABLE]
- 4.46. **Termination for Default.** [OMITTED – NOT APPLICABLE]
- 4.47. **Travel.** [OMITTED – NOT APPLICABLE]
- 4.48. **Waiver of Rights.** No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the LEA shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the LEA's negligent performance of any of the services furnished under this Agreement.
- 4.49. **Work Standards.** The LEA shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the LEA shall grant such request.

- 4.50. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in 2022 SCM Template) in any way except as follows: None.

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Non-Collusion and Acceptance

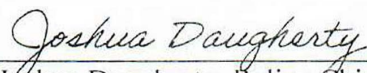
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

AURORA POLICE DEPARTMENT


Joshua Daugherty, Police Chief

Date: 7/7/2025

STATE OF INDIANA
Indiana Department of Transportation

Executed By:



Lyndsay Quist
Commissioner

(FOR)

Date: 8/11/2025

APPROVALS

[State approvals are electronic – see attached confirmation page.]

STATE OF INDIANA
Budget Agency

By: (FOR)
Chad Ranney, State Budget Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Brandon Clifton, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita
Attorney General

Date:

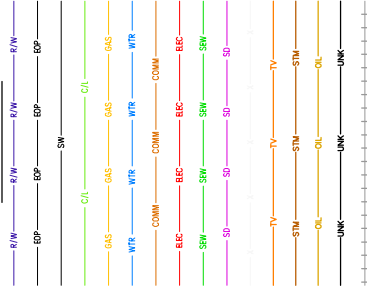
Exhibit A

Aurora Police Department

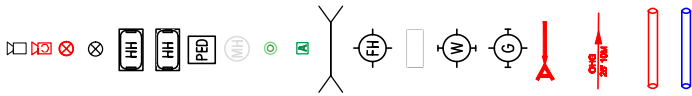
Camera 1 Location: US 50 @ SUNNYSIDE AVE, facing South Bound Latitude/
Longitude: 39.06941129032315,-84.89415664301161

Camera 2 Location: US 50 @ SUNNYSIDE AVE, facing North Bound
Latitude/Longitude: 39.06436681935741,-84.89575259194592

LINETYPES



SYMBOLOLOGY



ABBREVIATIONS:

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

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AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

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

REV	DATE	BY	DESCRIPTION
-	-	-	-
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0	02/06/2025	MMA	PRELIM

HENRY CERRY - THIS DOCUMENT WAS PREPARED BY
MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A
DAILY REGISTERED ENGINEER UNDER THE LAWS OF THE
STATE OF INDIANA.

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FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

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

GENERAL & CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL AGENCY SPECIFICATIONS UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
- ALL WORK SHALL CONFORM TO ALL APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY STANDARDS SUPSEDE.
- CONTRACTOR SHALL ENSURE ALL PROPOSED EQUIPMENT INSTALLED IS IN ACCORDANCE WITH NESC REQUIREMENTS AND CLEARANCES.
- ALL CONSTRUCTION AND/OR MAINTENANCE ON THE Indiana DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SHALL COMPLY WITH THE FOLLOWING SPECIFICATIONS: Indiana DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, SIDEWALK, ROADWAY AND TRAFFIC DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, PLANS PREPARATION MANUAL AND DRAINAGE MANUAL.
- THE PERMITTING AGENCY RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHODS OF INSTALLATION, SCOPE OF WORK AND RESTORATION THAT MAY BE REQUIRED TO POSITIVELY SUPPORT LIFE, SAFETY AND ENVIRONMENTAL WELLBEING OF ALL USERS OF THE TRANSPORTATION SYSTEM.
- SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S MINIMUM STANDARDS BE ALLOWED. RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENT'S MINIMUM STANDARDS BE ALLOWED.
- FLOOD SAFETY SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES 48 HOURS PRIOR TO CONSTRUCTION.
 - INSTALL IS INVOLVING FLOOD SAFETY PROMPTLY POLES, A MINIMUM OF 2 SPECIFICATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES AND STORM DRAIN STRUCTURES.
 - THE PERMITTED WORK SHALL BE COMPLETED THROUGH FRIDAY 7:00AM TO 5:00PM UNLESS OTHERWISE NOTED WITH THE PERMIT. ANY WORK COMPLETED OUTSIDE OF THIS PERIOD MUST BE REQUESTED IN ADVANCE AND APPROVED BEFORE WORKING ON THE ALTERNATE SCHEDULE.
 - FLOOD SAFETY SHALL BE RESPONSIBLE TO APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL STANDARDS AS REQUIRED.
 - WORK INVOLVING TEMPORARY LANE CLOSURES ARE TO BE DONE BETWEEN THE HOURS OF 8:00AM AND 5:00PM, MONDAY THROUGH FRIDAY UNLESS OTHERWISE STATED BY THE DEPARTMENT OF TRANSPORTATION.
- CONTRACTOR SHALL PROVIDE SAFE ACCESS PER CURRENT GENERAL STANDARDS FOR ALL PEDESTRIAN TRAFFIC REGULATIONS ON ALL EXCAVATIONS OPENED IN THE TRAFFIC ZONE CONTROL AREA.
- NO PEDESTRIAN PATHWAY IS TO BE REMOVED, BLOCKED, OR DISTURBED WITHOUT HAVING A SUFFICIENT DESIGNATED TEMPORARY PEDESTRIAN PATHWAY WITH ALL APPROPRIATE PEDESTRIAN MAINTENANCE OF TRAFFIC SIGNS IN PLACE PRIOR TO PATHWAY BEING AFFECTED.
- CONTRACTOR SHALL MAINTAIN PATHWAYS MUST BE FIRM AND UNWEAVING.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY IN THE VICINITY OF THE CONSTRUCTION.
- BY THE Indiana DEPARTMENT OF TRANSPORTATION.
- ALL WORK ZONES ARE TO BE SET UP AND MAINTAINED BY SOMEONE WHO HAS THE Indiana DEPARTMENT OF TRANSPORTATION INTERMEDIATE TRAFFIC CONTROL LEVEL TRAINING OR EQUIVALENT.
- THE PERMITTING AGENCY RETAINS THE RIGHT TO MAKE ALTERATIONS TO THE PERMIT, ATTACHED SKETCH OR CHARACTER OF WORK AS MAY BE CONSIDERED NECESSARY OR DESIRABLE DURING THE PROGRESS OF THE WORK FOR SATISFACTORY COMPLETION OF THE PROPOSED CONSTRUCTION.
- THE PERMITTEE SHALL NOTIFY THE PERMITTING AGENCY OF DATE OF COMPLETION, REQUEST A FINAL INSPECTION AND A NOTICE OF FINAL ACCEPTANCE.
- IF THE PROPOSED CANNOT BE INSTALLED PER THE APPROVED PERMITTED PLAN AND BY GENERAL SPECIFICATIONS, A REVISED PLAN WILL BE SUBMITTED TO THE PERMITTING AGENCY FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF PRODUCTS OR MATERIALS. THE PERMITTEE SHALL RESTORE RIGHT-OF-WAY TO EQUAL OR BETTER CONDITION UPON COMPLETION OF WORK AND TO THE SATISFACTION OF THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY AT NO ADDITIONAL COMPENSATION.
- RESTORATION MAY INCLUDE BUT IS NOT LIMITED TO GRADING AND SODDING IN ANY DISTURBED AREA.
 - ANY SIDEWALK DISTURBED WILL BE REPLACED BY SECTION WITHIN 72 HOURS TO THE STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO GENERAL FACILITIES AND/OR PRIVATE PROPERTY CAUSED BY CONSTRUCTION OF THE PROJECT.
- ALL ROADWAY PAVEMENT, CURBS, GUTTERS AND STORM WATER COLLECTORS WILL BE KEPT FREE OF MUD AND OTHER DEBRIS AT ALL TIMES DURING CONSTRUCTION.
- NO STOCKPILING, STORING OR SEMI-PERMANENT USE OF THE RIGHT OF WAY IS AUTHORIZED UNLESS SPECIFICALLY IDENTIFIED.
- WHEN THE PERMITTEE SHALL HAVE AN AUTHORIZED PERSON AVAILABLE AT OR NEAR THE WORK SITE TO ADDRESS EMERGENCY ISSUES ASSOCIATED WITH THE PROJECT.

ADA COMPLIANCE NOTES:

- ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL STATE DEPARTMENT OF TRANSPORTATION AND LOCAL STANDARDS. USE STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS FOR PEDESTRIAN CONTROL PLANS FOR CLOSURE OF SIDEWALK.
- MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAVR) IS 48" WIDE.
- NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'0" IN HEIGHT.

DRAWINGS

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

SPECIFICATIONS

- THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THAT CERTAIN "MASTER AGREEMENT, OUTSIDE PLANT MAINTENANCE CONSTRUCTION SERVICES," PROVIDED THAT SUCH AN AGREEMENT EXISTS BETWEEN FLOCK SAFETY AND CONTRACTOR. IN THE ABSENCE OF SUCH AN AGREEMENT, THE SPECIFICATIONS CONTAINED IN AN AGREEMENT TO BE EXECUTED BY THE PARTIES PRIOR TO THE COMMENCEMENT OF WORK SHALL GOVERN.

MATERIALS

- INSTALLER SHALL RECEIVE FLOCK SAFETY MATERIALS AT A FLOCK SAFETY LEASED WAREHOUSE FACILITY OR AT THE LOCAL TSO LOCATED AT (CONTACT 24 HOURS IN ADVANCE): 1170 HOWELL MILL RD NW, ATLANTA, GA 30318.
 - ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.
 - THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE CONTRACTOR HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED.
 - ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME.

SAFETY AND PRECAUTIONS

- ALL PERSONNEL ARE REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE FLOCK SAFETY REQUIREMENTS, RAILROAD SAFETY CODE AND GOVERNING JURISDICTION.
- THE WORK UNDER THIS INSTALLATION WILL BE CONSTRUCTED ALONG RIGHTS OF WAY THAT MAY CONTAIN EXISTING AND OPERATIONAL UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR COMPLYING WITH THE REQUIREMENTS OF ANY STATE AND/OR LOCAL AGENCY IN ADVANCE OF ANY EXCAVATION, BORING OR PLACING WORK AND THE CONTRACTOR SHALL LOCATE AND EXPOSE BY HAND ALL EXISTING SUBSURFACE PLANT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.
- INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES, INCLUDING BUT NOT LIMITED TO: POWER LINES, TELEPHONE LINES, GAS LINES, WATER LINES, SEWER LINES, DRAINAGE LINES, OTHER SUBSURFACE STRUCTURES UNCOVERED OR OTHERWISE AFFECTED BY THE WORK.
- INSTALLER SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, ROADS, HIGHWAYS, SHOULDER, DITCHES, EMBANKMENTS, GULVERTS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY THE WORK, OR BY MOVING, HAULING, OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR WORKERS TO OR FROM WORK OR ANY SITE THEREOF, WHETHER BY THE CONTRACTOR OR SUBCONTRACTORS.

STAKING AND SCHEDULING

- ALL STAKING WILL BE PROVIDED BY FLOCK SAFETY. REQUIRED RIGHT-OF-WAY CLEARING SHALL BE COMPLETED PRIOR TO STAKING. THEREFORE, THE INSTALLER SHALL COORDINATE ALL CLEARING AND PLACING OPERATIONS WITH THE FLOCK SAFETY PROJECT SUPERVISOR TO AVOID DELAYS AND INTERFERENCE.
- FLOCK SAFETY WILL PROVIDE RAILROAD FLAGMEN AND SIGNALMEN AS REQUIRED; HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING SUBSURFACE PLANT. IN ADDITION TO THE SCHEDULING REQUIREMENTS IN THE GENERAL PROVISIONS, THE CONTRACTOR SHALL ALSO SUBMIT TO THE FLOCK SAFETY PROJECT SUPERVISOR, DAILY CREW ASSIGNMENT REPORTS SPECIFYING CREW AND CREW COMPOSITION AND WORK LOCATION.

PERMITS

- FLOCK SAFETY HAS OBTAINED OR WILL OBTAIN PERMITS FROM DEPARTMENTS AND/OR AGENCIES OF CITIES, COUNTIES, STATES, FEDERAL GOVERNMENT, RAILROAD OR OTHER ENTITIES, WHICH PROVIDE FOR THE PLACING OF PIPES AND/OR CABLE UNDER DITCH, TRACKS AND ROADS AND PLACING PIPES AND/OR CABLE ALONG AND WITHIN PUBLIC OR PRIVATE ROAD RIGHTS OF WAY AND RAILROAD RIGHTS.
- CONTRACTOR SHALL OBTAIN ADDITIONAL PERMITS, IF REQUIRED, FOR EQUIPMENT ACCESS OR MOVEMENT ON PUBLIC ROADS AND RAILROADS. COPIES OF SUCH PERMITS SHALL BE FURNISHED TO FLOCK SAFETY. ALL TRAFFIC CONTROL, IF APPLICABLE, AND ALL TRAFFIC CONTROL SIGNS, SIGNALS, AND FLAGMEN SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING SUBSURFACE PLANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SUBSURFACE PLANT, AND WILL BE THE CONTRACTOR'S RESPONSIBILITY. TRAFFIC CONTROL PLANS PROVIDED BY CURRENT Indiana DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.

SCOPE OF WORK

- THIS PROJECT SHALL CONSIST OF THE FOLLOWING OPERATIONS: THE WORK PACKAGE IS FOR THE INSTALLATION OF FLOCK SAFETY EQUIPMENT WHICH INCLUDES BUT IS NOT LIMITED TO: FLOCK SAFETY PROVIDED POLES, POLE MOUNTED SOLAR PANELS, AND EXTERNAL BATTERY PACKAGES.

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

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	02/06/2025	MMA	PRELIM

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

AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

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

SHEET#	NAME	LATITUDE	LONGITUDE	NEAREST ADDRESS	DEVICE	POLE TYPE	EXTERNAL BATTERY
A.01	F#001 US 50 @ Sunnyside Ave SB	39.06941129	-84.8941566	622 Green Blvd, Aurora, Indiana, 47001 United States	PICARD	Flock Pole - 12 ft	N/A
A.02	F#002 SR 50 @ Sunnyside Rd NB	39.06436682	-84.8957526	511 Green Blvd, Aurora, Indiana, 47001 United States	PICARD	Flock Pole - 12 ft	N/A

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AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

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

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	02/06/2025	MMA	PRELIM

IN ORDER TO VERIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

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FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

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

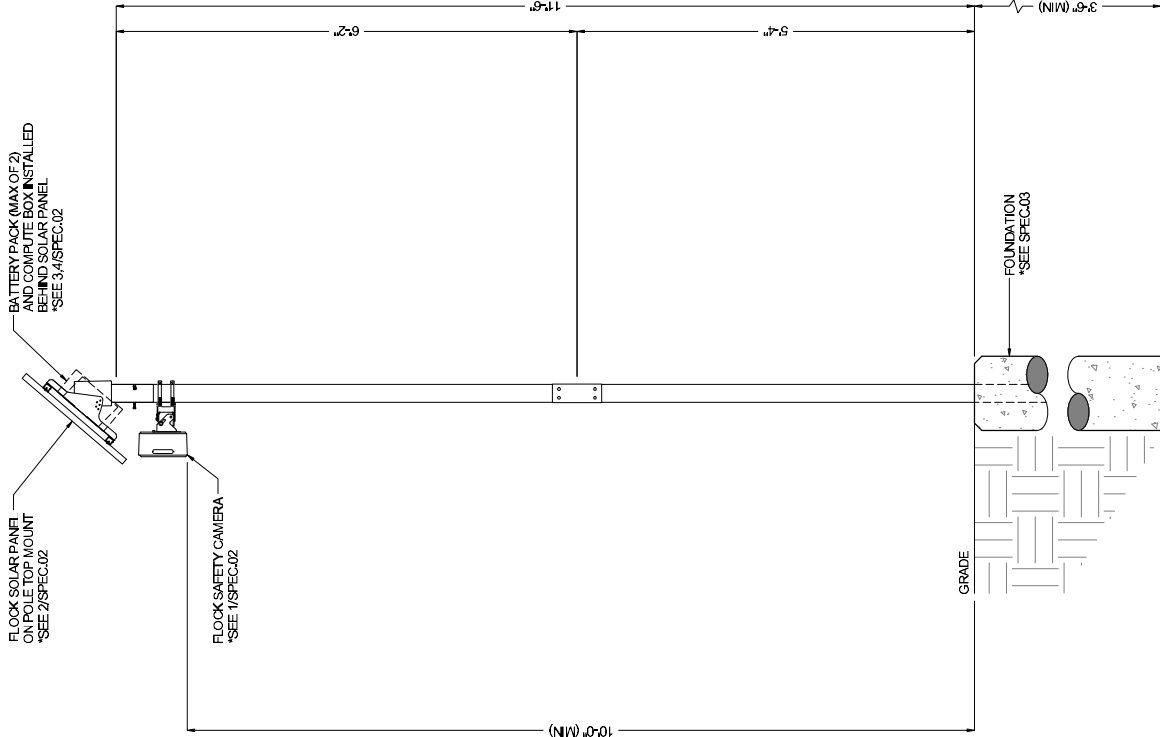
THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THE INCLUSION OF ANY EXISTING UTILITIES & PRIVATE PROPERTY LINES, IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL UTILITIES, PROPERTIES AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFIRM BEFORE BEGINNING. ALL CONSTRUCTION TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

*REFERENCE TYPICAL DETAIL ON SHEET SPEC.01



SHEET: A.01	REV: 0
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THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA AS AERIAL IMAGERY. THIS INCLUDES RIGHT-OF-WAY, EXISTING UTILITIES, A PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW NDAA DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.



- DESIGN NOTES**
- POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
 - 1.1. 2009/2012/2014/2021 INTERNATIONAL BUILDING CODE
 - 1.2. ASH-TOLFT SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGH-WAY SIGNS, LUMIN, TRAFFIC SIGNALS, 2016 EDITION.
 - POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA:
 - 2.1. DESIGN WIND SPEED (VULT) (SEE SECTION 2.6)
 - 2.2. RISK CATEGORY: C
 - 2.3. EXPOSURE CATEGORY: I
 - 2.4. TOPOGRAPHIC CATEGORY: D
 - 2.5. SEISMIC DESIGN CRITERIA: 1000g (MAXIMUM)
 - 2.5.1. SOIL SITE CLASS: 0.400g (MAXIMUM)
 - 2.5.2. SPECTRAL RESPONSE: S_s
 - 2.5.3. SPECTRAL RESPONSE: S₁
 - 2.5.4. SPECTRAL RESPONSE: S₂
 - 2.5.5. SPECTRAL RESPONSE: S₃
 - 2.5.6. SPECTRAL RESPONSE: S₄
 - 2.5.7. SPECTRAL RESPONSE: S₅
 - 2.5.8. SPECTRAL RESPONSE: S₆
 - 2.5.9. SPECTRAL RESPONSE: S₇
 - 2.5.10. SPECTRAL RESPONSE: S₈
 - 2.5.11. SPECTRAL RESPONSE: S₉
 - 2.5.12. SPECTRAL RESPONSE: S₁₀
 - 2.5.13. SPECTRAL RESPONSE: S₁₁
 - 2.5.14. SPECTRAL RESPONSE: S₁₂
 - 2.5.15. SPECTRAL RESPONSE: S₁₃
 - 2.5.16. SPECTRAL RESPONSE: S₁₄
 - 2.5.17. SPECTRAL RESPONSE: S₁₅
 - 2.5.18. SPECTRAL RESPONSE: S₁₆
 - 2.5.19. SPECTRAL RESPONSE: S₁₇
 - 2.5.20. SPECTRAL RESPONSE: S₁₈
 - 2.5.21. SPECTRAL RESPONSE: S₁₉
 - 2.5.22. SPECTRAL RESPONSE: S₂₀
 - 2.5.23. SPECTRAL RESPONSE: S₂₁
 - 2.5.24. SPECTRAL RESPONSE: S₂₂
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 - 2.5.31. SPECTRAL RESPONSE: S₂₉
 - 2.5.32. SPECTRAL RESPONSE: S₃₀
 - 2.5.33. SPECTRAL RESPONSE: S₃₁
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 - 2.5.99. SPECTRAL RESPONSE: S₉₇
 - 2.5.100. SPECTRAL RESPONSE: S₉₈
 - 2.5.101. SPECTRAL RESPONSE: S₉₉
 - 2.5.102. SPECTRAL RESPONSE: S₁₀₀
 - STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.280	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.380	0.160
 - SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION.
 - FOUNDATION TO CONSIST OF CONCRETE SURROUNDING THE PROPOSED POLE WITH A MINIMUM OF 3,000-PSI COMPRESSIVE STRENGTH.

- GENERAL & CONSTRUCTION NOTES**
- CONTRACTOR SHALL CONTACT DESIGNATED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
 - CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION.
 - ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
- ADA COMPLIANCE NOTES**
- ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS.
 - STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
 - MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAIR) SHALL BE 48" WIDE.
 - NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK, UP TO AN ELEVATION OF 7'-0" ABOVE GRADE.

1 POLE ELEVATION DETAIL
SCALE: 1/20

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AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

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

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	02/06/2025	MMA	PRELIM

THIS DOCUMENT WAS PREPARED BY
MERRY CERRY FOR UNDER MY DIRECT SUPERVISION THAT I AM A
DAILY REGISTERED ENGINEER UNDER THE LAWS OF THE
STATE OF INDIANA.

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FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS

SHEET:
SPEC.01

REV:
0

SUPPLIED BY FLOCK SAFETY
MODEL 705-0002
WEIGHT: 3.5 LB
MOUNTING HARDWARE:
MOMASTER-CARR
QUICK-RELEASE CLAMP
PART # 532K06
OR AN APPROVED EQUIVALENT

FRONT

BACK

7.8"

4.2"

5.8"

4.2"

TOP

SIDE

1

FLOCK SAFETY CAMERA

SCALE: N/A

SUPPLIED BY FLOCK SAFETY
MODEL 705-0002
WEIGHT: 4.6 LB
MOUNTING HARDWARE:
FLOCK SUPPLIED
MOUNTING BRACKET 204-00102

FRONT

BACK

10.1"

7.5"

7.5"

4.8"

TOP

SIDE

4

FLOCK COMPUTE BOX

SCALE: N/A

SUPPLIED BY FLOCK SAFETY
MODEL 702-00080
WEIGHT: 18 LB
MOUNTING HARDWARE:
(3) M6 BOLTS

FRONT

BACK

21.28"

6"

28"

21.28"

FRONT

SIDE

2

65 WATT SOLAR PANEL AND MOUNT ASSEMBLY (TOP MOUNTED)

SCALE: N/A

RECEIVES 2 $\frac{5}{8}$ " $\varnothing$ ROUND POST
(3) M6 BOLTS

ADJUSTABLE PANEL ANGLE

COMPUTE BOX MOUNTED
BEHIND PANEL

UP TO (2) EXTERNAL
BATTERIES MOUNTED
BEHIND PANEL

SUPPLIED BY FLOCK SAFETY
MODEL 705-0002
WEIGHT: 5.9 LB
MOUNTING HARDWARE:
FLOCK SUPPLIED
MOUNTING BRACKET 204-00101

FRONT

BACK

4.7"

9.7"

4.7"

9.7"

TOP

SIDE

3

FLOCK EXTERNAL BATTERY

SCALE: N/A

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AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	02/06/2025	MMA	PRELIM

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THIS DOCUMENT WAS PREPARED BY
MYSELF OR UNDER MY DIRECT SUPERVISION IN ATTAINMENT
WITH THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERING
LAW OF THE STATE OF INDIANA.

FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS

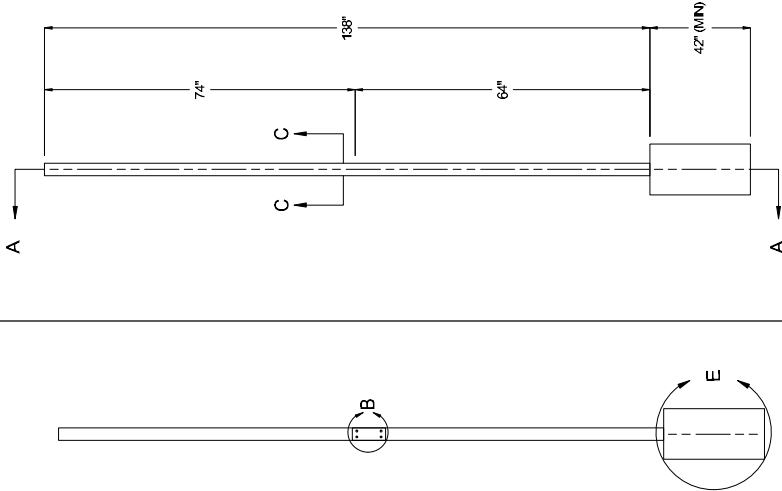
SHEET:
SPEC.02

REV:
0

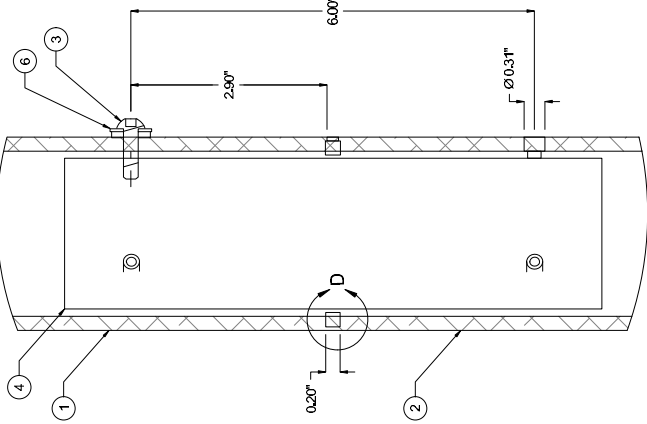
THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND EXISTING FACILITIES TO VERIFY A CONFLICTS ABOVE BEFORE USE. ALL CONSTRUCTION TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 BEFORE DIGGING.

ITEM NO.	DESCRIPTION	QTY.
1	2.5" SCH 40 2.87500 74.000L	1
2	2.5 SCH 40 2.87500 94.000L	1
3	BUT TORX 0.250-20 TAMPER-RESISTANT	6
4	INSERT SLEEVE STYLE 7 TAPPED	1
5	ORING	1
6	WASHER	6
7	CONCRETE FOOTING	1
8	HBOLT 0.2500-20	1

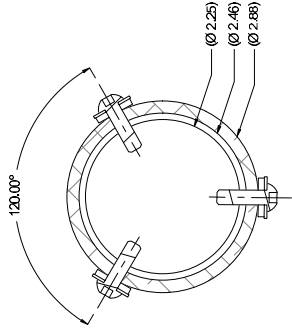
PROVELI STYLE 7 COUPLER ASSEMBLY
PART #: 1020-01
MATERIAL: VARIES
WEIGHT: 168.42 LBS
DATE: 09/27/2023
DO NOT SCALE DRAWINGS (NTS)



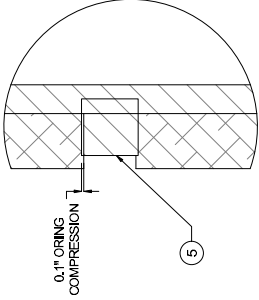
SECTION A-A



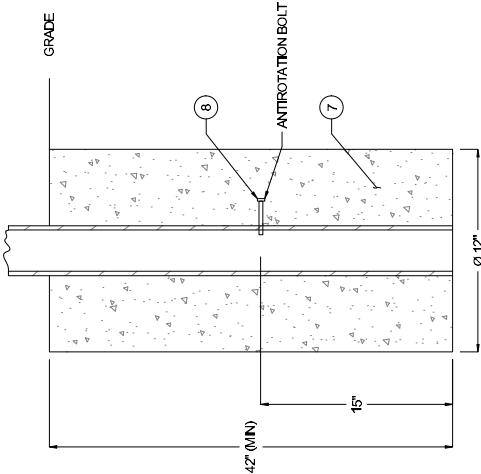
DETAIL B



SECTION C-C



DETAIL D



DETAIL E

NOTE: CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.

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AURORA POLICE
DEPARTMENT
233 MAIN ST
AURORA INDIANA 47001

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

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	02/06/2025	MMA	PRELIM

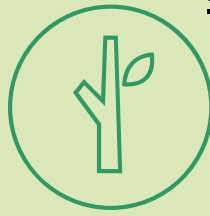
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MYSELF OR UNDER MY DIRECT SUPERVISION. I AM A
FULLY REGISTERED ENGINEER UNDER THE LAWS OF THE
STATE OF INDIANA.

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FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 887806
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

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

SLOPE TOP OF
CONCRETE OUTSIDE
OF GROUT AREA

COMPETENT NATIVE
SUBGRADE

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: $\pm 1/16$
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

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



U.S. Department
of Transportation
**Federal Highway
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

December 6, 2007

In Reply Refer To:
HSSD/SS-157

Mr. Reinhardt F. Cyphers
Addresses of Distinction, LLC
907 New Franklin Road
LaGrange, GA 30240

Dear Mr. Cyphers:

In your mail correspondence of October 18, 2007, you requested the Federal Highway Administration's (FHWA) acceptance of your company's aluminum tubes as a breakaway sign support. You referenced our acceptance letter SS-28 which reported on small sign support testing conducted in "weak" soil by the Florida Department of Transportation (DOT). In that letter we accepted as breakaway 3 inch (89 mm) diameter, 6061-T6 alloy aluminum tubes of 0.187 inches (4.75 mm) thickness when no more than one sign support was used within a seven foot span. The posts pulled out of the ground partially or completely, allowing the vehicle to gradually come to a stop. The two sign supports that you request to use have: (1) a diameter of 2.875 inches (73 mm) with a wall thickness of 0.203 inches (5.16 mm) and (2) a diameter of 2.375 inches (60 mm) with a wall thickness of 0.154 inches (60 mm). The three sign posts are compared in the following table:

Sign Post	Florida DOT	Addresses of Distinction, LLC	Addresses of Distinction, LLC
Diameter	3.5 in (89 mm)	2.875 inches (73 mm)	2.375 inches (60 mm)
Wall Thickness	0.187 in (4.75 mm)	.203 inches (5.16 mm)	0.154 inches (60 mm)
Alloy	6061-T6	6063-T52	6063-T52
Tensile Strength	45 ksi (310 MPa)	30 ksi (207 MPa)	27ksi (186MPa)
Yield Strength	40 ksi (275 MPa)	25 ksi (173 MPa)	21ksi (145Pa)
Cross Sectional Area	1.951 in ² (1257 mm ²)	1.70 in ² (1099mm ²)	1.70 in ² (1099 mm ²)
Anti-Rotation Hardware	Unknown	Yes	Yes

In addition to the Florida DOT sponsored testing to which you referred, earlier tests of 4 inch (100 mm) diameter thin-walled aluminum tubes were conducted in "strong" soil. These posts, which were fitted with anti-rotation hardware below the ground, fractured upon impact and were found to be crashworthy.

Your company's aluminum tube sign supports are smaller diameter and made of weaker alloy than the posts already found to be crashworthy in either strong or weak soil. Therefore your request regarding the two aluminum tube sizes to be used as sign supports as stated above is acceptable for use on Federal-aid highway projects when requested by a State.

Please note the following standard provisions that apply to FHWA letters of acceptance:

- This acceptance is limited to the crashworthiness characteristics of the devices and does not cover their structural features, nor conformity with the Manual on Uniform Traffic Control Devices.
- Any changes that may adversely influence the crashworthiness of the device will require a new acceptance letter.
- Should the FHWA discover that the qualification testing was flawed, that in-service performance reveals unacceptable safety problems, or that the device being marketed is significantly different from the version that was crash tested, it reserves the right to modify or revoke its acceptance.
- You will be expected to supply potential users with sufficient information on design and installation requirements to ensure proper performance.
You will be expected to certify to potential users that the hardware furnished has essentially the same chemistry, mechanical properties, and geometry as that submitted for acceptance, and that they will meet the crashworthiness requirements of the FHWA and the NCHRP Report 350.
- To prevent misunderstanding by others this letter of acceptance designated as number SS-157 shall not be reproduced except in full. This letter and the test documentation upon which this letter is based, is public information. All such letters and documentation may be reviewed at our office upon request.
- This acceptance letter shall not be construed as authorization or consent by the FHWA to use, manufacture, or sell any patented device for which the applicant is not the patent holder. The acceptance letter is limited to the crashworthiness characteristics of the candidate device, and the FHWA is neither prepared nor required to become involved in issues concerning patent law. Patent issues, if any, are to be resolved by the applicant.

Sincerely yours,



George E. Rice, Jr.
Acting Director, Office of Safety Design
Office of Safety

4

3

2

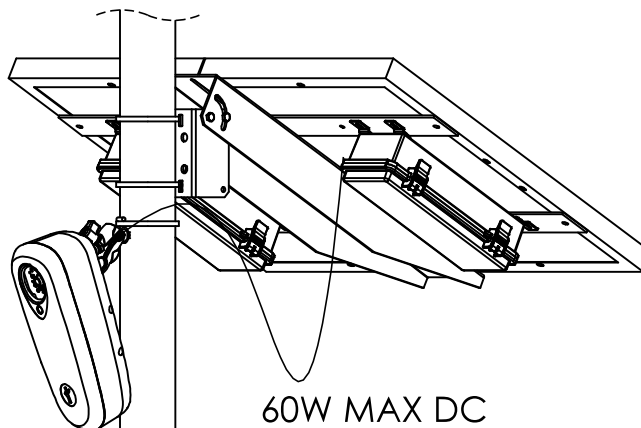
1

NOTES:

1. POLE SHOULD BE 2" - 3" IN DIAMETER
2. MAX WEIGHT OF SOLAR PANEL AND MOUNT IS 20.8 LBS (13063.45 GRAMS)

REVISION HISTORY

REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	6/9/2020	CORRIGAN
B	UPDATE BOM TABLE AND WEIGHTS	6/9/2020	CORRIGAN



60W MAX DC

1

BILL OF MATERIALS

ITEM NO.	P/N	LIBRARY NAME	DESCRIPTION	QTY.	WEIGHT (LBS)
1	701-00059	Flock Safety Camera	The Flock Safety LPR camera used in all install types	1	3.6
2	701-00117	Double Panel - Side Mount	Double solar panel used for installation on existing utility, light, or traffic poles	1	15
3	702-00007	RAM Ball Mount & Adapter	Mount used to secure the Flock Safety LPR Camera to either a Flock pole or an existing utility, light, or traffic pole	1	1.4
4	701-00111	External Battery Pack	External battery used to increase battery capacity of the install for high traffic or low solar environments	2	4.4

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: $\pm 1/16$
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

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
A

DWG. NO.

905-00006REV.
B

SCALE: 1:20

SHEET 1 OF 1

4

3

2

1



U.S. Department
of Transportation
**Federal Highway
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

December 6, 2007

In Reply Refer To:
HSSD/SS-157

Mr. Reinhardt F. Cyphers
Addresses of Distinction, LLC
907 New Franklin Road
LaGrange, GA 30240

Dear Mr. Cyphers:

In your mail correspondence of October 18, 2007, you requested the Federal Highway Administration's (FHWA) acceptance of your company's aluminum tubes as a breakaway sign support. You referenced our acceptance letter SS-28 which reported on small sign support testing conducted in "weak" soil by the Florida Department of Transportation (DOT). In that letter we accepted as breakaway 3 inch (89 mm) diameter, 6061-T6 alloy aluminum tubes of 0.187 inches (4.75 mm) thickness when no more than one sign support was used within a seven foot span. The posts pulled out of the ground partially or completely, allowing the vehicle to gradually come to a stop. The two sign supports that you request to use have: (1) a diameter of 2.875 inches (73 mm) with a wall thickness of 0.203 inches (5.16 mm) and (2) a diameter of 2.375 inches (60 mm) with a wall thickness of 0.154 inches (60 mm). The three sign posts are compared in the following table:

Sign Post	Florida DOT	Addresses of Distinction, LLC	Addresses of Distinction, LLC
Diameter	3.5 in (89 mm)	2.875 inches (73 mm)	2.375 inches (60 mm)
Wall Thickness	0.187 in (4.75 mm)	.203 inches (5.16 mm)	0.154 inches (60 mm)
Alloy	6061-T6	6063-T52	6063-T52
Tensile Strength	45 ksi (310 MPa)	30 ksi (207 MPa)	27ksi (186MPa)
Yield Strength	40 ksi (275 MPa)	25 ksi (173 MPa)	21ksi (145Pa)
Cross Sectional Area	1.951 in ² (1257 mm ²)	1.70 in ² (1099mm ²)	1.70 in ² (1099 mm ²)
Anti-Rotation Hardware	Unknown	Yes	Yes

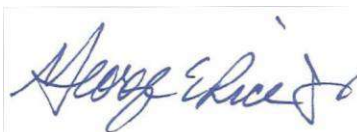
In addition to the Florida DOT sponsored testing to which you referred, earlier tests of 4 inch (100 mm) diameter thin-walled aluminum tubes were conducted in "strong" soil. These posts, which were fitted with anti-rotation hardware below the ground, fractured upon impact and were found to be crashworthy.

Your company's aluminum tube sign supports are smaller diameter and made of weaker alloy than the posts already found to be crashworthy in either strong or weak soil. Therefore your request regarding the two aluminum tube sizes to be used as sign supports as stated above is acceptable for use on Federal-aid highway projects when requested by a State.

Please note the following standard provisions that apply to FHWA letters of acceptance:

- This acceptance is limited to the crashworthiness characteristics of the devices and does not cover their structural features, nor conformity with the Manual on Uniform Traffic Control Devices.
- Any changes that may adversely influence the crashworthiness of the device will require a new acceptance letter.
- Should the FHWA discover that the qualification testing was flawed, that in-service performance reveals unacceptable safety problems, or that the device being marketed is significantly different from the version that was crash tested, it reserves the right to modify or revoke its acceptance.
- You will be expected to supply potential users with sufficient information on design and installation requirements to ensure proper performance.
You will be expected to certify to potential users that the hardware furnished has essentially the same chemistry, mechanical properties, and geometry as that submitted for acceptance, and that they will meet the crashworthiness requirements of the FHWA and the NCHRP Report 350.
- To prevent misunderstanding by others this letter of acceptance designated as number SS-157 shall not be reproduced except in full. This letter and the test documentation upon which this letter is based, is public information. All such letters and documentation may be reviewed at our office upon request.
- This acceptance letter shall not be construed as authorization or consent by the FHWA to use, manufacture, or sell any patented device for which the applicant is not the patent holder. The acceptance letter is limited to the crashworthiness characteristics of the candidate device, and the FHWA is neither prepared nor required to become involved in issues concerning patent law. Patent issues, if any, are to be resolved by the applicant.

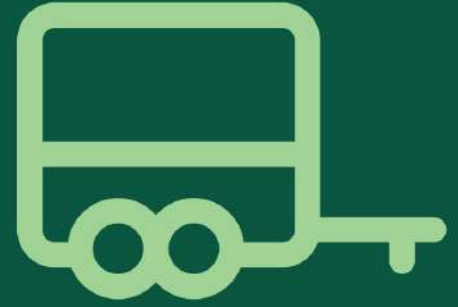
Sincerely yours,



George E. Rice, Jr.
Acting Director, Office of Safety Design
Office of Safety

flock safety

Want to leverage the power infrastructure on your speed and sign trailers?



Learn more about Flock Safety's compatibility.

What we support

1. 11-16V Power

Most trailers use 12V car batteries. If you have multiple batteries, we need to make sure they are connected to output 11-16V.

2. Solar Charge Controller

We need your trailer to have a solar charge controller with designated load terminals. The charge controller protects your trailer and protects our camera.

3. Sufficient panels and batteries

We suggest that LPR cameras only be installed on trailers with large solar panels and battery power. We can help you evaluate if your system is sufficient for our cameras.

What we don't support

1. Flock Safety Solar Panels

Our solar panels are not designed for the stresses encountered as a trailer bounces while being towed so to avoid creating a safety issue we do not support mounting them on a trailer.

2. Direct Connection to the Battery

This can be unsafe for both the LPR camera, as well as the trailer. Connecting the camera to the solar charge controller makes this more reliable.

Note: Adding the LPR camera will take power away from the other equipment on the trailer and may result in the trailer needing to be recharged more regularly. If you do not need the message board or speed function of the trailer, turning those devices off can make a significant difference in the amount of time the trailer can be deployed without recharging.

What we need from you

Pictures

We need pictures of the interior and exterior of the trailer, specifically documenting the solar panels, batteries, and solar charge controller, with manufacturer info displayed.

Maximum Expected Traffic Volume

We use this information to estimate how much power the camera will consume from the trailer.

Access to Trailer Lockbox

When we install the camera, we will need access to the trailer lockbox to install the power adapters.

Permission to Modify Trailer

We will need to create a hole in the trailer lockbox to route the power cable to the camera if there is not already one. We will use a waterproof cable gland to make sure the lockbox stays water proof.

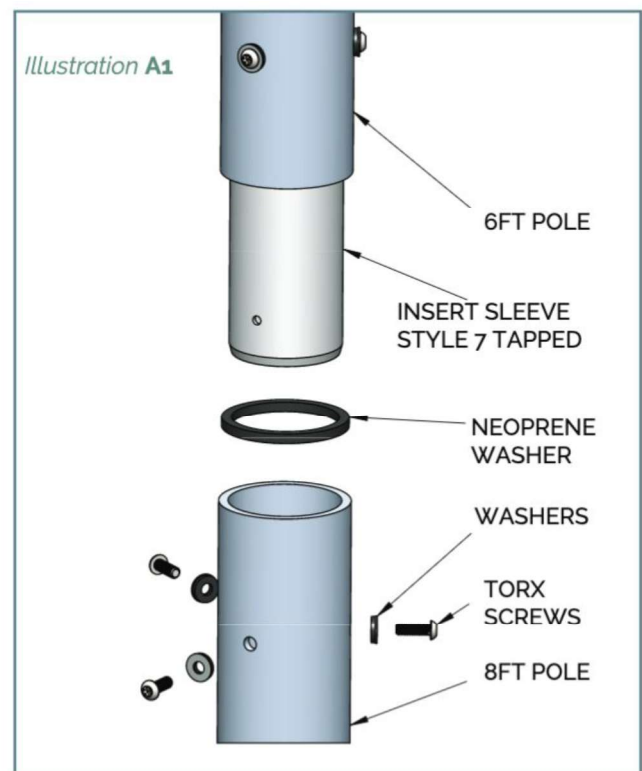
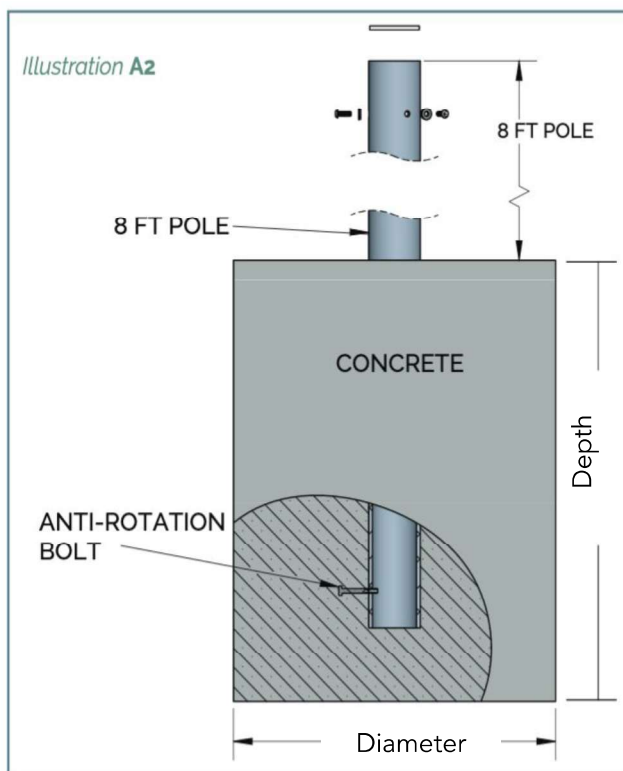
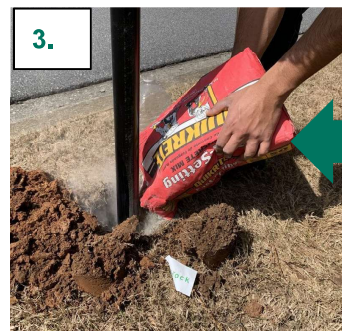
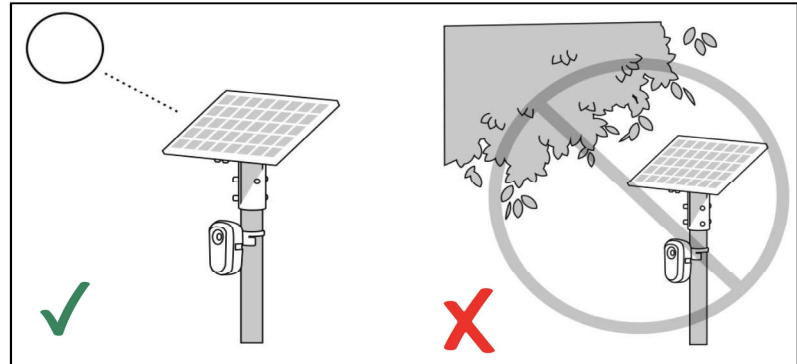
Self Care

You need to take down the camera when moving the trailer. Once the trailer is in the new location, put the camera back.

Reach out to your Flock Safety account manager if you have questions!

Installing a Flock Pole

1. Locate the designated installation location denoted by a white "Flock" flag
 - a. Select a final location optimizing (1) a clear line of sight to the sun, (2) clear line of sight to the road, and (3) avoiding marked underground utility lines.
 - b. Text Flock for approval at (470) 270-5592 if the final location differs from location provided by >5 feet.
2. Use a shovel or post hole digger to dig a foundation hole at the determined final installation location. (Ensure that any 811 utility markings have been avoided prior to digging)
 - a. 8 ft Poles - **6" diameter x 18"** deep hole
 - b. 14 ft. poles - **8" diameter x 24"** deep hole
3. Place pole vertically into the center of the hole (longer section if two piece 14 ft. pole)
 - a. Alternate pouring $\frac{1}{4}$ bag of Quikrete (red bag) quick setting concrete followed by $\frac{1}{4}$ gallon of water until hole is completely filled.
 - b. Use 1 50lb. bag for 8 ft and 2 50lb. bags for 14 ft poles
4. Use a level from two sides of the pole to ensure it is plumb
 - a. Allow concrete to set for ~10-15 min before proceeding
5. ***For 14 ft. poles** Secure the second length of pole to the first
 - a. Place the neoprene washer over the sleeve of the top section of pole
 - b. Slide the top section of pole into the bottom
 - c. Fasten the two using the provided 3 washers and 3 torx screws





INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (317) 233-6938

Eric Holcomb, Governor
Joe McGuinness, Commissioner

February 5, 2021

TO: District Deputy Commissioners
District Highway Maintenance Directors
District Technical Services Directors
District Permit Managers

**PERMIT
OPERATIONS
MEMORANDUM 21-02**

FROM: Monica Hartke-Tarr
Statewide Permits Director

SUBJECT: LAW ENFORCEMENT EQUIPMENT ON STATE RIGHT-OF-WAY

INTRODUCTION

This application was designed specifically for governmental law enforcement agencies to install and operate law enforcement equipment ("LEE") within state-owned or -controlled right-of-way ("state right-of-way"). LEE does not directly serve a transportation purpose; however, this non-highway use by governmental partners can accomplish public safety objectives that INDOT supports. Placement of LEE within right-of-way warrants careful consideration and evaluation by INDOT to determine if the placement is appropriate and in the public interest.

As of this writing, the primary LEE devices that are under consideration for permits are automated license plate readers ("ALPRs"), involving the use of specialized cameras and software that recognize a vehicle's license plate, capture an image of the license plate, and interpret the characters on the license plate into data to be used for public safety purposes. Other LEE devices intended to promote public safety and security may also be considered.

This memorandum clarifies the Department's position on guidelines on the specifics for applying for a Right-of-Way Occupancy Permit, along with the submittal for placement of LEE within state right-of-way. It establishes permitting requirements for all future use of state right-of-way for these purposes.

BACKGROUND

ALPRs, a type of LEE, are computer-controlled camera systems, typically mounted on poles, highway sign structures, mobile trailers, or law enforcement vehicles. Federal, state, and local law enforcement agencies are requesting to place ALPRs along state right-of-way. This policy guidance is designed specifically for law enforcement agencies, to assist them in their public safety efforts using LEE in intelligence and investigations. Justice entities are turning to new technology to help solve crimes, recover abducted children, detect trafficking rings, and support terrorism investigations.

In considering this request, INDOT also recognizes the importance of assuring that individual privacy, civil rights, and liberties are vigorously protected. Law enforcement agencies should put into place appropriate policies and procedures to guard against possible errors and other potential problems. INDOT's partnership is provided with an expectation that all LEE including ALPRs will be employed in ways that strengthen trust and public confidence through the effective and responsible use of the technology. INDOT is not responsible for collecting, maintaining, or storing any information obtained by law enforcement agencies through the use of LEE.

USE OF RIGHT-OF-WAY

Pursuant to Ind. Code Title 8, Article 23, Chapter 2, and 105 IAC Art. 7, INDOT's Permits Division is authorized to establish permit requirements and restrictions for all use and work performed in state right-of-way.

The rights and privileges granted in a LEE permit are not be construed to be any broader than those expressly set out in this policy, regardless of the language used in the permit. Any LEE installed within state right-of-way must be placed in accordance with existing federal and state laws, rules, and regulations, as well as INDOT standards and specifications.

PERMIT APPLICATION

The following steps outline how a law enforcement agency may apply for this type of permit using INDOT's [Electronic Permit System](#) (EPS):

- The applicant logs in to EPS.
 - The application must be made by a law enforcement agency.
 - If a new EPS account is needed, the applicant may register on the login screen.
- After logging in, the applicant can create a new permit, selecting Right-of-Way Permit Type "Above Ground Occupancy" and Subtype "Law Enforcement Equipment."
- The applicant would then complete the required information (location, applicant information, details, etc.)
 - EPS asks for a single location for the permit assigned by a dropped pin on the map of the "Location" section. If the permit will cover multiple installations, select a location for one of the installations.
 - Details of the location of all installations will be required in the supplemental documentation for the permit application.
 - Although a permit application may propose multiple installations, the installations must all be on the same route (roadway). Installations on a different route should go in a separate permit application.
 - The application fee will be waived for governmental entities. The applicant can check the box, "This company is eligible to have its fees waived."
 - If the installation will be made on freestanding breakaway poles without any connections (such as power), the permit bond requirement may be waived if the

application includes a completed [Bond Waiver form](#). INDOT may require a bond as necessary, depending on the proposal.

- The applicant would then upload the following required supporting documentation:
 - **Conceptual layout detailing the location of each installation:** The applicant should submit plans (maps or drawings) to show exact locations of the equipment and installation methods. The plans should include the following information:
 - Type of camera or device, power source (not provided by INDOT), mounting details, location, height of any freestanding poles, and all other pertinent data;
 - Map(s) showing each installation and its placement relative to the roadway (and in the case of Interstate installations involving freestanding poles, the clear zone);
 - Latitude and longitude coordinates for the location of each installation;
 - For installations requiring any excavation or ground disturbance, depth, and method of excavation; and
 - If the equipment connects to electrical or utility service (electric or utility service will not be provided by INDOT), full details regarding that connection, its source(s), and the installation methods for the connection, which may require its own permit.
 - **Maintenance of traffic (MOT) documentation**, documenting how traffic will be safely accommodated while work and equipment occupies right-of-way during construction, installation, maintenance, and removal.
 - **Bond Waiver** (see item on bond requirements above)
 - If the proposed location of the LEE is in another jurisdiction, a letter of no objection from the governing authority of the other jurisdiction regarding the proposed location(s).

ADDITIONAL PERMITTING REQUIREMENTS

- **Statement of use and purpose:** The application must include a statement that certifies the specific use and purpose of the LEE including how it serves the public interest. LEE may be used for law enforcement purposes only. The use, sale, or transfer of data for any purpose other than law enforcement will not be allowed under a LEE permit.
- **Signed agreement:** Prior to approval of a LEE permit, the law enforcement agency must enter into an agreement with INDOT regarding installation, construction, and all necessary maintenance of the LEE. The agreement can cover multiple permits coming from the same agency. INDOT will provide an agreement, drafted by its legal department after submission of the application.
 - **At minimum, the agreement must be signed by the applicant agency or its authorized representative before the permit may be approved.**
 - If, after an agreement is executed, the permittee wishes to add additional installations at a later time, that will require a new agreement to amend the existing agreement.

- An INDOT LEE permit is also contingent upon all other necessary permits or compliance with federal, state, and local laws, rules, and regulations, including privacy protections for the use of LEE and resulting information.
- Installations on Interstate right-of-way require approval from the Federal Highway Administration (FHWA), which will be coordinated by INDOT as part of its review process.
- Interstate installations will also require approval by the INDOT Traffic Engineering Division (INDOT's Traffic Engineering Director) and will only be allowed near or at interchanges or overpasses.
- Traffic Engineering review for installations not involving Interstates will occur at the District level.
- Installation locations and layout must not interfere with current or future INDOT roadway projects, including future preservation or expansion plans.
- Prior to applying, the LEE permit applicant is responsible for contacting any other agencies with overlapping or adjacent jurisdiction at the proposed location(s) to ensure that LEE is installed no more than necessary and to avoid redundancy. For example, in cases of installations on Interstate right-of-way, local law enforcement agencies should contact the Indiana State Police. INDOT is not responsible to determine or coordinate issues of law enforcement jurisdiction.
- Installations requiring digging — including for new freestanding breakaway poles — requires review by environmental staff at the INDOT District to ensure compliance with all applicable environmental laws and regulations.
- **Installation of LEE on FHWA-compliant breakaway poles:**
 - LEE may be installed on a freestanding breakaway pole.
 - On Interstate right-of-way, no freestanding pole may be installed within 100% of the clear zone, and preferably should not be located within 200% of the clear zone.
 - For example, if the Interstate clear zone is 30 feet, an enhancement will not be allowed within 60 feet of the roadway (200% of 30 feet), except as allowed below.
 - A freestanding pole on Interstate right-of-way may be located between 100% and 200% of the clear zone only if:
 1. The pole has an eligibility letter from the Federal Highway Administration, documenting that it has passed NCHRP 350 or MASH testing at a test level appropriate for the speed of the roadway; and
 2. The mass of the device to be installed on the freestanding pole is equivalent to the mass used in the above crash-testing.
 - Freestanding poles must be placed as close to existing structures (such as directional signs) as possible to minimize sight distance impacts for motorists. LEE must not be placed in front of signs on right-of-way, and placement must not obscure those signs in any way.
 - Freestanding poles are requested to be located no closer than 15 feet of the edge of pavement where possible, to not interfere with INDOT mowing operations.

- After permit approval, approved locations of new freestanding poles should be marked by stake to identify the location for any pre-installation inspection.
- **Attachment to existing structures:**
 - In no event may any LEE be attached to existing bridge structures or light poles.
 - If LEE is proposed to be attached to existing signalized equipment, INDOT may require a pre-construction meeting as part of its review prior to approval.
- LEE systems must not interfere with or affect the operation of any traffic control device or signal system. To meet this objective, electrical services for the LEE system cannot be derived from any traffic signal or other INDOT facility, including but not limited to the traffic signal cabinet, associated electrical conduit, junction boxes, handholes, mast arm poles, or traffic signal post. All LEE systems must have an independent power source.
- Each LEE system must be marked to indicate the owner of the device.
- All maintenance of LEE is the responsibility of the permittee.
- **Safety and asset protection during installation, maintenance, or removal by the permittee or its designee:**
 - Traffic control, including signage, for warning and protection of traffic in instances where workers, equipment, or materials are in close proximity to the roadway, must be in accordance with the Indiana Manual on Uniform Traffic Control Devices (IMUTCD).
 - If the installation is on a divided highway or freeway, primary access and interruption must occur from and on a minor roadway rather than the mainline.
 - No vehicles, equipment, or materials may operate from, or be parked, stored, or stockpiled on the roadway, or in an area extending from the outer edge of the shoulder of the roadway on one side to the outer edge of the shoulder on the opposite side — including the median of any divided highway — unless a MOT plan has been approved and incorporated in the permit.
 - Costs for traffic control will be the responsibility of the permittee.
 - Driving between the mainline roadway and the ditch is prohibited, as is driving on the shoulders where damage will occur.
 - If the roadway or shoulders are damaged as a result of these operations, damage must be reported and repaired immediately or within a reasonable timeframe as determined by INDOT.
 - All repairs by the permittee must be made with suitable and approved materials; replacement must conform to existing grades. Any and all repairs or restoration work, including restoration of damage to soil, must be completed in accordance with INDOT standards and specifications.
 - If excavation or ground disturbance on state right-of-way is necessary as part of an installation (either for installation or maintenance): Prior to performing any excavation or ground disturbance, the permittee or its designee is required to call 811 to determine the location of any existing utilities. In addition, the permittee must contact the INDOT District Permits office during regular business hours at least five (5) business days prior to performing the digging, excavation, or ground disturbance.

- **Completion of installation work:**

- The permittee must notify the INDOT District Permits office within twenty-four (24) hours of completion of the installation, to allow any inspection by INDOT staff as warranted.
- Any deviation to the location or other installation details in the approved permit must be approved by INDOT in advance or revised plans must be submitted. INDOT may also require “as-built” versions of installation plans, redlined to show exactly where installations were placed.
- The permittee, and all contractors, agents, or designees of the permittee, must expressly accept all responsibility for all negative consequences for any failure of equipment or processes.
- Installations are subject to inspection by authorized personnel. INDOT reserves rights to require such changes, additions, adjustments, repairs, relocations, or removal at any time necessary to permit the relocation, reconstruction, widening, and maintaining of the highway and to provide proper and safe protection to life and property on or adjacent to the highway, or in the interest of safe and expeditious movement of traffic on the highway. The cost of such will be the responsibility of the permittee.
- The equipment, its operation, and its maintenance must not interfere with:
 - INDOT facilities, or the operations or maintenance of those facilities, or
 - Previously-issued permits for use and occupancy of state right-of-way.
- LEE must not be dangerous to persons or property using or occupying the right-of-way or using facilities constructed under previously-granted permits of right-of-way use or occupancy.
- Clearances, types of construction, and other specifications must be in accordance with INDOT standards and specifications. Specifications not included in the above must be in accordance with accepted standard practice.
- Any change or modification made in installing LEE covered by a permit, or any change or addition made to the approved LEE at any time after installation (other than that required by normal maintenance), will require a new permit. Failure to obtain a new permit will void any permits previously issued for the LEE at issue and will entitle INDOT to remove it at the expense of the permittee.
- If the permit involves installation of LEE outside of the permittee’s jurisdiction, the permit may be revoked or altered at any time to accommodate a request by the other municipality or local governing authority over the location where the LEE is installed.
- The permit may be revoked at any time if INDOT, in its sole discretion, determines it is in the best interest of the public.
- The permit may also be revoked if the LEE is found to have a detrimental effect on the operations of existing traffic systems.
- If a permit is revoked, INDOT will notify the permittee in writing. The permittee will have thirty (30) calendar days from the receipt of such notification to remove the LEE from the state right-of-way and return the site to the condition as it existed prior to the installation. Should the permittee fail to remove its LEE within this period, INDOT will remove it and

restore the right-of-way to its original condition at the sole cost of the permittee.

TERM OF PERMIT; RENEWAL; MAINTENANCE

The term of this type of permit will run for three (3) years. Renewal of the permit beyond its term may be accomplished by a request made in EPS.

Each instance of maintenance performed within state right-of-way will require its own permit.

SUMMARY

Law enforcement agencies should plan ahead to obtain permission from INDOT and all other involved entities such as local governments to implement LEE in state right-of-way. INDOT stands ready to support the state's law enforcement agencies with a process that ensures roadway safety and protects the public.

https://www.in.gov/indot/files/District_Permits_Map.pdf