

From: [Migl, Hayden](#)
To: [Migl, Hayden](#)
Cc: [CMO - Executive Team](#); [Standridge, Stan](#); [Winkenwerder, Brandon](#); [Klett, Bob](#)
Subject: UPDATE: Memo Regarding SMPD Actions Concerning License Plate Readers (LPRs)
Date: Thursday, November 20, 2025 9:47:57 PM
Attachments: [Memo Regarding Police Department Flock Changes - Update - Nov 2025.pdf](#)
[San Marcos PD ALPR-NDA.pdf](#)

Hello Mayor and Council,

In advance of an upcoming discussion item regarding License Plate Reader (LPR) cameras scheduled for the December 2 City Council meeting, attached is a memo prepared by Police Chief Standridge and sent through City Manager Reyes and Assistant City Manager Anderson. This memo outlines the actions taken by SMPD in regard to LPR cameras since the previous memo sent in June.

Additionally, we want to give Council members an opportunity to view the audits results for all searches during July-October. Staff has compiled this information for on-site review by City Council members. We have scheduled a time at 2:30 PM on Monday, November 24 in the City Hall Conference Room when this information will be available for review. **Please let me know if you plan to come up to City Hall during that time to review the data in person. We need to coordinate the attendees to ensure we do not have a quorum of members at any one time.**

Also, please reach out to me if that date and time does not work for you, and we can look at setting up a separate time.

Thank you,
Hayden



Hayden Migl

Director of Administrative Services | City Manager's Office
630 E. Hopkins, San Marcos, TX 78666
512.393.8095

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From: Migl, Hayden
Sent: Thursday, June 12, 2025 5:59 PM
To: Migl, Hayden <HMigl@sanmarcostx.gov>
Cc: CMO - Executive Team; Standridge, Stan; Winkenwerder, Brandon; Klett, Bob>
Subject: Memo Regarding SMPD Actions Concerning License Plate Readers (LPRs)

Hello Mayor and Council,

In response to community and Council feedback, the San Marcos Police Department is implementing a series of policy and operational changes to strengthen privacy protections related to automated license plate reader (ALPR) technology. Additional

details about the steps taken are included in the attached memo prepared by Police Chief Standridge and sent through City Manager Reyes and Assistant City Manager Anderson. A tracked changes version of the LPR policy reflecting these changes is also attached.

We have prepared a press release that will be sent tomorrow to inform the public of these changes. The ALPR webpage (www.sanmarcostx.gov/ALPR) has been updated, and we will post to social and point people to the website for more information.

A request was also made prior to the June 3 Council meeting for all searches conducted by outside agencies since Flock cameras were installed. Staff is compiling this information for on-site review by City Council members, and we anticipate it being ready by next Tuesday. We are scheduling a time at 3:00 PM on Tuesday, June 17 in the City Hall Conference Room when this information will be available for review. Please reach out to me if this date and time does not work for you, and we can look at setting up a separate time.

Thank you,
Hayden



Hayden Migl

Director of Administrative Services | City Manager's Office
630 E. Hopkins, San Marcos, TX 78666
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San Marcos Police Department
Stan Standridge | Chief of Police

Bob Klett
Assistant Chief | Administration

Brandon Winkenwerder
Assistant Chief | Operations

Name: The Honorable Mayor and City Council
From: Stan Standridge, Police Chief
Through: Stephanie Reyes, City Manager
Lonzo Anderson, Assistant City Manager
Date: November 20, 2025
Subject: Update: San Marcos Police Actions Concerning License Plate Readers (LPRs)

The City Council met on June 3, 2025, and expressed concerns regarding privacy and the addition of more Flock cameras. Council denied a contract amendment that would have increased the number of cameras by (19) through a grant administered by the State's Motor Vehicle Crime Prevention Authority. In the following weeks, the Police Department worked diligently to address the privacy issues related to Flock, Inc. This memorandum updates the Mayor and City Council on the actions taken.

1. Effective June 9, 2025, the Police Department **ceased proactively sharing license plate reader (LPR) data** with all other law enforcement agencies. The Department now shares data only upon request, and after confirming there is a specific criminal investigation or prosecution that requires CJIS-compliant data. The Department requires each agency complete an "ALPR Sharing and Non-Disclosure Agreement," which is attached for review. On this form, the Police Department requires a Non-Disclosure Agreement to be signed **prior to** the fulfillment of any request. **Requests will be accepted for:** Class B state offenses and above; missing or endangered persons; stolen vehicles; hate crimes; sex crimes; and Be on the Lookout (BOLO) reports such as Amber and Silver Alerts. The Police Department disabled the "Make this Network Discoverable" icon, as well as "Automatically Accept Requests to Share My Networks with LE Agencies."
2. The Police Department **deactivated** and removed **(5) installed Flock cameras**. These cameras were part of the (19) cameras funded through the Motor Vehicle Crime Prevention Authority grant, which Council ultimately did not approve. By removing these (5) cameras, the Department retains only the original (14) cameras. Additionally, the Department affirms that (12) of the (14) cameras are placed along ingress/egress routes into and out of the City. Two cameras are mobile cameras that are not currently

deployed; they are deployed based on specific investigative needs. A **map depicting the camera locations** was posted on the City's / Department's webpages. Additionally, a policy was issued that **restricted locations** to only those that are solely determined by investigative needs and will not target any person based on race, color, religion, creed, sex, gender identity, and more.

3. The Police Department conducts **audits every (30) days** to ensure compliance. After conferring with City Administration and Legal, the goal is to place these audits on the publicly accessible website to ensure greater transparency. Any Personally Identifiable Information (PII) will be redacted before posting. The Department anticipates this being accomplished by January 2026.
4. The Police Department sought and obtained a contract amendment that stopped the collection of all **aggregated data**. Specifically, the Police Department opted out of Flock's retention or use of Anonymized Data for the purpose of training or improving machine learning algorithms. This was effective July 5, 2025.
5. The Department worked with Flock, Inc., to provide a Transparency Portal. This portal has been available since July and provides residents with information related to: what is detected; what is not detected; acceptable use policy; prohibited uses; access policy; hotlist policy; data retention in days; vehicles detected in the last (30) days; hotlist hits, and more. This portal can be accessed via: [Flock Safety - San Marcos TX PD Transparency Portal](#).
6. The Police Department **does not actively monitor** any privately-owned license plate reader cameras.

Attachment: ALPR Sharing and Non-Disclosure Agreement

SAN MARCOS POLICE DEPARTMENT AUTOMATED LICENSE PLATE READER INFORMATION SHARING & NON-DISCLOSURE AGREEMENT

This San Marcos Police Department Automated License Plate Reader Information Sharing & Non-Disclosure Agreement (the “agreement”), is between The City of San Marcos, Texas, acting by and through its San Marcos Police Department (SMPD), a home-rule municipal corporation formed under the laws of the state of Texas; and

OTHER LAW ENFORCEMENT ENTITY REQUESTING ALPR DATA (“Requester”).

Recipient has contacted SMPD to request information gathered by SMPD through one or more of its Automated License Plate Readers (ALPR). Requester has represented to SMPD that it is seeking this ALPR information for the purpose of investigating or prosecuting certain criminal activity or for the following purposes (the “Purpose”):

- Criminal offenses other than Class C Misdemeanors
- Missing or endangered persons
- Stolen vehicles
- Hate crimes
- Sex crimes
- BOLO reports to authorized Purpose (Amber, Silver Alerts, etc.)

To fulfill its mission of detecting and mitigating crime and protecting public-safety, SMPD needs to share this ALPR information with the Requester. To fulfill its obligations pursuant to SMPD Policy 5.4 Automated License Plate Readers Policy, SMPD and Requester must agree to certain restrictions with respect to Requester’s use and handling of the ALPR information.

The parties therefore agree as follows:

1. Confidential Information. “**Confidential Information**” means all nonpublic ALPR information that SMPD discloses to Requester relating to the Purpose, whether disclosed orally or in writing, electronic, or other form or media, including, information collected by an SMPD ALPR that is provided by SMPD to Requester or its representatives in connection with the Purpose.
2. Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, Confidential Information does not include information that (a) is generally available to and known by the public other than as a result of any violation of this agreement; (b) is available to Requester on a non-confidential basis from a third-party source, provided that, to the actual knowledge of Requester, the third party was not prohibited from disclosing Confidential Information to the Requester; (c) was known by or in the possession of a Requester prior to being disclosed under this agreement; or (d) was independently developed by a Requester, without reference to or use of any of SMPD’s Confidential Information.
3. Requester obligations. The Requester must:
 - (a) Only allow its personnel to access and use the ALPR system for official and legitimate law enforcement purposes consistent with the Purpose;

(b) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Requester would protect its own information that it considers confidential law enforcement information, but in no event with less than a commercially reasonable degree of care;

(c) only use SMPD's Confidential Information to achieve the Purpose;

(d) not use SMPD's Confidential Information to:

(i) target any person based on their actual or perceived race, color, religion, creed, sex, gender, gender identity, sexual orientation, age, national origin, ethnicity, disability, veteran status, marital status, partnership status, pregnancy status, political affiliation or beliefs, and, to the extent permitted by law, alienage or citizenship status;

(ii) employ ALPR systems to intimidate or harass any individual or group;

(iii) obtain, attempt to obtain, or convert any data obtained with ALPR for personal use or the unauthorized use of another person;

(iv) investigate persons who are, or were, exercising their First Amendment right, including freedom of speech, assembly, association, and exercise of religion, such as attending political rallies, organizational meetings, public demonstrations, and religious gatherings, unless doing so to achieve the Purpose;

(v) conduct warrant round-up operations, operations focused on collecting past due traffic fines, enforce Class C Misdemeanors (other than as consistent with the Purpose), or any other similar purpose of generating revenue or collecting money owed by the public; or

(vi) conduct criminal investigations on immigration status or access to reproductive health services to the extent legally possible;

(e) not disclose any Confidential Information to any person or entity, except to the Requester's employees who:

(i) need to know the Confidential Information to achieve the Purpose;

(ii) are informed by the Requester of the confidential nature of the Confidential Information; and

(iii) are subject to confidentiality duties or obligations to the Requester that are no less restrictive than the terms and conditions of this agreement.

4. Required disclosure. The Requester may disclose SMPD's Confidential Information when required by applicable federal, state or local law or regulation, including the Texas Public Information Act, or a valid order issued by a court or governmental agency of competent jurisdiction; *provided*, that prior to making any disclosure and as permitted by law, a subject Requester must make reasonable efforts to provide SMPD with prompt written notice of the requirement so that the SMPD may seek, at its sole cost and expense, a protective order or other remedy. If, after providing notice as required in this agreement, the Requester remains subject to a legal obligation to disclose any Confidential Information, the Requester may not disclose more than specifically required.

5. Destruction of Confidential Information. To the extent permitted by applicable law, at any time during or within one year after the termination of this agreement, at SMPD's written request, or at the time the Requester no longer needs the Confidential Information to achieve the Purpose, whichever occurs

first, the Requester must promptly destroy all copies, whether in written, electronic or other form or media, of the Confidential Information, and certify in writing to SMPD that the Confidential Information has been destroyed.

6. Term. This agreement shall remain in effect for a period of five (5) years from the effective date.

7. Remedies. Each party acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this agreement by the party. Therefore, in addition to all other remedies available at law (which neither party waives), the non-breaching party is entitled to specific performance, injunctive, and other equitable relief as a remedy for any breach or threatened breach.

8. Governing law, jurisdiction and venue. Texas law governs this agreement, without regard to its conflict of laws principles. Venue for any dispute arising out this agreement is proper only in the state courts of Hays County, Texas.

9. Notices. All notices under this agreement must be in writing and will be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the requester, and on the next business day if sent after normal business hours of the requester; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such notices must be sent to the respective parties at the addresses set forth below (or to such other address that may be designated by a party from time to time in accordance with this section).

If to SMPD: FLOCK@sanmarcostx.gov

[CONTACT PERSON]

If to Requester: _____

[CONTACT INFO]

10. Assignment. Neither party may assign any of its rights or obligations under this agreement.

11. Entire Agreement. This agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements and representations, written or oral, with respect to the subject matter. This agreement may only be amended, modified or supplemented by written agreement signed by both parties.

12. Severability. If any part of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that will not affect any other part of this agreement.

13. Waivers. No waiver by any party of any of the provisions of this agreement may be effective unless explicitly set forth in writing and signed by the waiving party.

The parties are signing this agreement as of the date first stated above.