



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, November 15, 2023

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

This meeting may include one or more board members of the Mobility Authority that will participate by telephone conference, as authorized by Section 370.262, Texas Transportation Code. The meeting shall be open to the public and members of the public may give comment before the Board at the beginning of the meeting or on any item on this agenda at the time the item is taken up by appearing in person at Lowell H. Lebermann, Jr., Board Room, 3300 N. IH-35, Suite 300, Austin, Texas 78705.

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

*See **Notes** at the end of this agenda.*

2. Approve the minutes from the October 25, 2023 Regular Board Meeting.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

Regular Items

Items to discuss, consider, and take appropriate action.

4. Discuss and consider amending the FY 2024 Capital Budget to fund the various toll collection and intelligent transportation system (ITS) projects.
5. Discuss and consider approving an interlocal agreement with the City of Cedar Park related to the development and construction by Cedar Park of the 183A/New Hope Drive intersection improvements project.
6. Adjourn meeting.

Notes

Opportunity for Public Comment. At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must do so in person and must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in person during open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

TEXAS TRANSPORTATION CODE Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

Mobility Authority Board Meeting Agenda
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(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

TEXAS GOVERNMENT CODE Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023
AGENDA ITEM #1

Welcome and opportunity for public
comment

Welcome and opportunity for public comment.
No Board action required.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023
AGENDA ITEM #2

Approve the minutes from the
October 25, 2023 Regular Board
Meeting

Strategic Plan Relevance: Service
Department: Legal
Contact: Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Description/Background: Approve the attached draft minutes for the October 25, 2023, Regular Board Meeting.

Backup provided: Draft minutes October 25, 2023, Regular Board Meeting

MINUTES
Regular Meeting of the Board of Directors of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, October 25, 2023
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted October 20, 2023, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins, Vice Chair Nikelle Meade, Board Members David Armbrust, Mike Doss, Heather Gaddes, Ben Thompson, and David Singleton were present.

**An archived copy of the live-streamed audio of this
meeting is available at:**

<https://mobilityauthority.new.swagit.com/videos/277494>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:02 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

No comment was provided.

2. **Audit Committee Meeting:**

Chairman Jenkins recessed the regular meeting of the Board of Directors and David Singleton, Chairman of the Audit Committee, called the Audit Committee Meeting to order at 9:03 a.m.

- A. Audit Committee meeting called to order by Committee Chairman Singleton.
- B. Jose Hernandez, Chief Financial Officer, introduced auditors Joel Perez, Partner, Marc Sewell, Partner and Tino Robledo, Senior Manager with RSM US, LLP.

Marc Sewell, Partner, RSM US, LLP presented the Fiscal Year 2023 Audit Reports.
- C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2023 Audit Reports.

Following the Board discussion, Audit Committee Chairman Singleton entertained a motion to accept the Fiscal Year 2023 Audit Reports.

MOTION: Accept the Fiscal Year 2023 Audit Reports.

RESULT: Approved (Unanimous); 7-0

MOTION: Nikelle Meade

SECONDED BY: Heather Gaddes

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: **RESOLUTION NO. 23-039**

D. Adjourn Audit Committee.

David Singleton adjourned the Audit Committee and Chairman Jenkins reconvened the regular meeting of the Board of Directors 9:12 a.m.

Consent Agenda

3. Approve the minutes from the September 27, 2023 Regular Board Meeting.
4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

ADOPTED AS: **RESOLUTION NO. 23-040**

MOTION: Approve Item Nos. 3 and 4.

RESULT: Approved (Unanimous); 7-0

MOTION: Ben Thompson

SECONDED BY: Mike Doss

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

Regular Items

5. Accept the unaudited financial statements for August and September 2023.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve the unaudited financial statements for August and September 2023.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: Nikelle Meade

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade,
Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 23-041

6. Discuss and consider amending the Mobility Authority Policy Code § 301.002 to modify the minimum toll rates for the Mopac Express Lanes and adding a new Mobility Authority Policy Code § 301.0075 regarding Prepaid License Plate Billing.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Amend the Mobility Authority Policy Code § 301.002 to modify the minimum toll rates for the Mopac Express Lanes and adding a new Mobility Authority Policy Code § 301.0075 regarding Prepaid License Plate Billing.

RESULT: Approved (Unanimous); 7-0
MOTION: Heather Gaddes
SECONDED BY: Mike Doss
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade,
Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 23-042

7. Discuss and consider modifying the annual toll rate escalation becoming effective January 1, 2024 and possible action if necessary.

Presentation by Jose Hernandez, Chief Financial Officer.

8. Discuss and consider adopting the five-year capital plan.

Presentation by Jose Hernandez, Chief Financial Officer and Mike Sexton, Director of Engineering answered questions.

Prior to adoption, the Board unanimously voted to amend the five-year capital plan to increase the annual allocation for trails by \$4 million in future years for a total of \$5 million per year for trails in years 2 thru 5 of the capital plan. David Armbrust provided the motion for the amendment to the capital plan and Nikelle Meade seconded.

MOTION: Adopt the five-year capital plan with amendment.

RESULT: Approved (Unanimous); 7-0
MOTION: Mike Doss
SECONDED BY: David Armbrust
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 23-043

9. Discuss and consider approving an interlocal agreement with the Cameron County Regional Mobility Authority for transaction processing services.

Presentation by Tracie Brown, Director of Operations.

MOTION: Approve an interlocal agreement with the Cameron County Regional Mobility Authority for transaction processing services.

RESULT: Approved (Unanimous); 7-0
MOTION: Heather Gaddes
SECONDED BY: David Singleton
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 23-044

10. Discuss and consider approving a contract with Kapsch TrafficCom USA, Inc. to provide intelligent transportation system performance-based maintenance services for the Mobility Authority's toll system.

Presentation by Greg Mack, Director of Information Technology.

MOTION: Approve a contract with Kapsch TrafficCom USA, Inc. to provide intelligent transportation system performance-based maintenance services for the Mobility Authority's toll system.

RESULT: Approved (Unanimous); 7-0
MOTION: Mike Doss
SECONDED BY: David Singleton
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: **RESOLUTION NO. 23-045**

11. Discuss and consider approving a contract with Deloitte Consulting, LLP for enhancement development of the Mobility Authority's Data Platform System.

Presentation by Greg Mack, Director of Information Technology.

MOTION: Approve a contract with Deloitte Consulting, LLP for enhancement development of the Mobility Authority's Data Platform System.

RESULT: Approved (Unanimous); 7-0

MOTION: Nikelle Meade

SECONDED BY: Ben Thompson

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: **RESOLUTION NO. 23-046**

Briefings and Reports

12. Quarterly updates.

Presentation by Mike Sexton, Director of Engineering.

- A. 183A Phase III Project
- B. 183 North Mobility Project
- C. Barton Skyway Ramp Relief Project

13. Executive Director Board Report

Presentation by James M. Bass, Executive Director.

- A. IBTTA Annual Meeting.
- B. Agency performance metrics.
 - (i) Roadway performance
 - (ii) Call-Center performance

Executive Session

Chairman Jenkins announced in open session at 11:32 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

14. Discuss the exchange or purchase of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
15. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
17. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:34 p.m.

Note: David Armbrust and Mike Doss left the board meeting during Executive Session and Ben Thompson joined the dais following adjournment.

Regular Items

18. Adjourn Meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 12:34 p.m.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023 AGENDA ITEM #3

Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program

Strategic Plan Relevance:	Stewardship & Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority's habitual violator process prescribes two notices before habitual violator remedies go into effect. A pre-determination letter is sent 60 days before any remedies are enforced advising the customer again of their outstanding balance and providing an opportunity for resolution. Assuming no resolution, a *Notice of Determination* is mailed notifying the customer they've been determined to be a habitual violator and advising of the consequences. The customer is also informed of their right to appeal the decision and the process by which to do so.

If the customer does not contact the Authority to appeal the habitual violator determination or resolve their outstanding balance, a block is placed on the related vehicle's registration preventing renewal. The block remains in effect until all tolls and fees have been paid, a payment plan has been arranged with the Mobility Authority or the customer is determined to no longer be a habitual violator.

Previous Actions & Brief History of the Program/Project: State law provides that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

Financing: Not applicable.

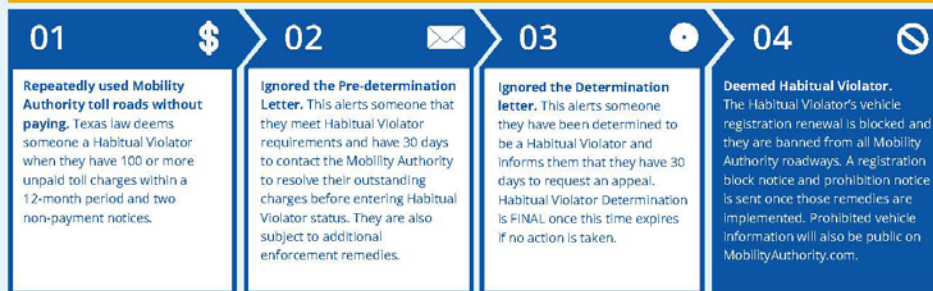
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is violated and how the customer may resolve their outstanding balance.

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution



Habitual Violator Process



Who is a Habitual Violator?

A Habitual Violator is defined in Section 372.106(a) of the Texas Transportation Code as (A) one who was issued at least two written notices of nonpayment that contained in aggregate 100 or more events of nonpayment within a period of one year and, (B) was issued a warning that failure to pay the amounts specified in the notices may result in the toll project entity's exercise of Habitual Violator remedies.

What enforcement remedies is the Mobility Authority implementing for Habitual Violators?

To encourage equitable payment by all customers, legislation allows for enforcement remedies up to and including vehicle registration renewal blocks, prohibiting Habitual Violator's vehicles on Mobility Authority roadways, on-road enforcement of the vehicle ban, as well as posting names to the agency website of those Habitual Violators with banned vehicles. The Mobility Authority will be implementing these remedies beginning November 2019.

How will I know I'm a Habitual Violator subject to enforcement remedies?

Habitual Violators are provided due process protections prior to any enforcement action.

- A registered vehicle owner who the Mobility Authority determines meets the Habitual Violator status is sent a letter advising them that Habitual Violator remedies may be implemented if the customer's outstanding balance is not resolved. This letter is not required by law but is sent as a courtesy to reflect the Mobility Authority's commitment to the customer.
- A registered vehicle owner who the Mobility Authority determines to be a Habitual Violator receives written notice of that determination and an opportunity for a justice of the peace hearing to challenge their Habitual Violator status.
- Habitual Violator Determination is FINAL if no action is taken, prompt in the Mobility Authority to send a Vehicle Registration Block Notice and/or a Vehicle Ban Notice. These notices urge the Habitual Violator yet again to resolve their toll debt with the Mobility Authority.
- Sufficient time is provided to respond to all notifications.

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com



How can I resolve my Habitual Violator status and settle my toll bill balance?

You can pay outstanding tolls and administrative fees with cash, money order or credit card (a payment plan may be available) by: calling the Mobility Authority Customer Service Center at 512-410-0562, online at www.paymobilitybill.com, or in person at our walk-up center.

Why is the Mobility Authority pursuing enforcement remedies?

The vehicle registration block and other toll enforcement actions are intended to encourage tollway drivers to pay for services rendered to ensure fairness to the overwhelming majority of drivers who pay for the service, maintenance and safety of the toll roads.

How will a person be notified that he or she is subject to enforcement remedies?

A notification letter announcing that a person has met the criteria of Habitual Violator is sent to the address in the Texas Department of Motor Vehicles (TTC 372.106) database, allowing 30 days to contact to dispute their determination as a Habitual Violator or address the account balance before remedies are applied. If the Habitual Violator does not make arrangements with the Mobility Authority during this period, they will be subject to all enforcement remedies. Additionally, notification of a registration renewal block is mailed.

Can someone dispute a toll bill?

Yes. You may contact the Mobility Authority to review all outstanding tolls and fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and the block on your registration. Habitual Violators are also given an opportunity to request an administrative hearing with a justice of the peace.

How will I know or be notified that I am subject to a vehicle ban?

Habitual violators subject to vehicle ban will receive notification that they have been banned, including when the ban will take effect and instructions for how to remove their status as a Habitual Violator.

Can I dispute my toll bill that subjects me to the vehicle ban?

Yes. You may contact the Mobility Authority to review all outstanding tolls and administrative fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and remove the vehicle ban.

What happens if I am banned, but get caught driving on a Mobility Authority toll road?

A person commits an offense when operating a vehicle in violation of the ban and is subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle.

How will the Mobility Authority know if I'm still driving (after being banned)?

Mobility Authority roads are equipped with technology that recognizes vehicle and license plates on our prohibited list. Individuals operating a prohibited vehicle on Mobility Authority roads will be reported to nearby law enforcement patrolling Mobility Authority roads.

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 23-0XX

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES
ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO
THE HABITUAL VIOLATOR PROGRAM**

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a “habitual violator” is a registered owner of a vehicle who a toll project entity determines:

(1) was issued at least two written notices of nonpayment that contained:

(A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and

(B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and

(2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Mobility Authority previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person’s tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:

(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45SW Toll; and (6) 183 Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective November 15, 2023; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of November 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023 AGENDA ITEM #4

Discuss and consider amending the FY 2024 Capital Budget to fund the various toll collection and intelligent transportation system (ITS) projects


Strategic Plan Relevance:	Innovation, Safety, Stewardship
Department:	Operations
Contact:	Tracie Brown, Director of Operations Greg Mack, Director of IT & Toll Systems
Associated Costs:	\$0 net change to the approved FY24 Capital Budget
Funding Source:	FY24 Capital Budget
Action Requested:	Consider and act on draft resolution

Background: The Fiscal Year 2024 Annual Operating Budget contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2023, ending June 30, 2024. The estimated revenues of \$257.2 million include Operating Revenue of \$231.1 million and Other Revenue of \$26.1 million. Total estimated operating expenses are \$72.7 million and \$96 million of bond and loan debt service. In addition to the department level budget estimates, the FY24 Budget includes the Authority's Capital Budget, System Operating Budget, and Debt Service Schedule for FY24.

The major initiatives anticipated in the FY24 Operating Budget include installing key intelligent transportation system (ITS) assets to assist customers in making informed decisions and convey future planning efforts and expanding violation enforcement to mitigate revenue loss and enhance collections. The operating Capital Budget of \$31.9 million includes data platform system enhancements, roadway violator detection technology, a future headquarters property, safety technology and expansion of the traffic incident management center. The Renewal and Replacement component of the Capital Budget of \$36.4 million includes electronic toll collection roadside system replacements, existing system upgrades, metal beam guard fence improvements, a wall monitoring system, maintenance yard expansion and improvements, and other paving and safety improvements along the corridors.

Current Action: The approved FY24 Capital Budget anticipates two projects related to safety technology and toll violation technology. The specific items are outlined on page 42 of the FY24 Budget and referenced in Figure 1 and Figure 2:

Figure 1. CTRMA Fiscal Year 2024 Approved Capital Budget



Capital Budget

Capital Budget

Data Platform System Enhancements		1,154,000
Enterprise Resource Planning System		650,000
Automated Incident Detection Cameras - Safety Technology		4,776,900
Automated License Plate Reader Technology - Toll Violation		3,238,200
Traffic Incident Management Center Expansion and Technology		6,760,000
Pay By Mail Vendor Procurement		300,000
Headquarters Building		15,000,000
Snow Equipment		35,000
		<hr/>
		31,914,100

Renewal and Replacement

General Fund

Roadside Systems (ETCS) Implementation		27,533,200
290E Toll System Replacement	12,396,000	
SH 71 Toll System Replacement	11,109,500	
MoPac Toll System Replacement	4,027,700	
Existing System Upgrades		
Central Host Upgrades		1,000,000
Wall Monitoring Equipment - System		300,000
Maintenance Yard Improvement		800,000
Metal Beam Guard Fence Improvements/ 183A Phase I and II		3,000,000
290E Maintenance Yard Expansion		85,000
290E Maintenance Yard Pond Expansion		35,000
System Delineators		77,900
Lobo Point Repair		405,000
45SW at RM1626 Pavement Repair		1,300,000
		<hr/>
		34,536,100

MoPac General

MoPac Delineators		69,500
MoPac Surface Repair and Fog Seal		1,800,000
		<hr/>
		1,869,500
		<hr/>
		36,405,600

The approved budget amount for these programs is \$8,015,100.


Staff proposes to replace these programs with alternate projects. These substitute initiatives enhance the Authority’s safety, revenue collection, toll mitigation, and technology programs. The projects also provide for more efficient use of the organization’s limited financial and human resources. Modifying the list of projects requires three separate budget amendment items.

ITS Project	Budget Amount	Safety	Revenue Collection / Violation Mitigation	Technology Improvement
Roadside ALPR Trailers (2)	500,000		X	X
RekorOne - Enhancement: Improved Image Attachments to Events	25,025	X		X
RekorOne - Enhancement: Roadway Sensor Integration	192,785			X
183A Toll Signal Upgrades	287,500	X		X
Roadway Weather Information Systems (RWIS) for Toll Facilities	355,000	X		X
TIM Ctr Video Management Software	596,600	X		X
Cabinet Standardization Effort - 290 Toll	1,496,790			X
CCTV Camera Replacements w/ Heaters (systemwide)	825,000			X
Shared-Use Path (SUP) Safety Program	600,000	X		X
Fixed Camera Array Upgrades	1,500,500			X
Mobile Operations and Maintenance Safety (MOMS)	82,500	X		X
TOTAL	\$ 6,461,700			

The proposed budget for the alternative list of Operations / IT -related capital projects totals \$6,461,700.

In addition to modifying the list of capital projects, with this action item staff requests to add \$1.5 million to the amount approved in the Renewal & Replacement section of the FY24 Capital Budget related to the Kapsch Central Host upgrade.

Figure 2. CTRMA Fiscal Year 2024 Approved Renewal & Replacement Budget



Capital Budget

Capital Budget	
Data Platform System Enhancements	1,154,000
Enterprise Resource Planning System	650,000
Automated Incident Detection Cameras - Safety Technology	4,776,900
Automated License Plate Reader Technology - Toll Violation	3,238,200
Traffic Incident Management Center Expansion and Technology	6,760,000
Pay By Mail Vendor Procurement	300,000
Headquarters Building	15,000,000
Snow Equipment	35,000
	<u>31,914,100</u>
Renewal and Replacement	
General Fund	
Roadside Systems (ETCS) Implementation	27,533,200
290E Toll System Replacement	12,396,000
SH 71 Toll System Replacement	11,109,500
MoPac Toll System Replacement	4,027,700
Existing System Upgrades	
Central Host Upgrades	1,000,000
Wall Monitoring Equipment - System	300,000
Maintenance Yard Improvement	800,000
Metal Beam Guard Fence Improvements/ 183A Phase I and II	3,000,000
290E Maintenance Yard Expansion	85,000
290E Maintenance Yard Pond Expansion	35,000
System Delineators	77,900
Lobo Point Repair	405,000
45SW at RM1626 Pavement Repair	1,300,000
	<u>34,536,100</u>
MoPac General	
MoPac Delineators	69,500
MoPac Surface Repair and Fog Seal	1,800,000
	<u>1,869,500</u>
	<u>36,405,600</u>

The Kapsch Central Host captures and receives the toll transaction information related to the 183A Toll, 290 Toll, 45SW Toll, 183 Toll and MoPac Express Lane and forwards it to the Data Platform System (DPS). (As of September 2023, tolls transaction information related to the 71 Toll is being captured by the ETC Toll System Host.) The DPS is then responsible for routing the information to our interoperable partners for posting to a pre-paid transponder or license plate account. If the toll transaction is not posted to one of these accounts after three attempts, then the transaction is routed to the Authority's Pay By Mail vendor to begin the invoicing process.

The Kapsch Central Host is aging. It is imperative that it continue to function at a high level until the 2-year plan to transition toll processing responsibilities from Kapsch to

ETC has been completed. The additional \$1.5 million funding request covers additional professional services and software licenses related to the Kapsch Central Host upgrade not known or anticipated before the FY24 budget approval in June 2024. The additional funds requested by today's action bring the total amount needed for the Kapsch Central Host Upgrade to \$2.5 million.

The third and final amendment adds \$53,400 to the MoPac General Fund capital budget to fund a safety initiative. The Intelligent Management of Integrity Levels of Expressway or iMile project will monitor lane diving behavior using video analytics to provide information for monitoring and evaluation. The goal is to discourage unsafe traveler behavior and provide accurate data to the Mobility Authority for long-term safety initiative planning. If successful, the technology will help establish a framework for enforcing lane diving violations.

It is important to note that the proposed amendments to the FY24 Capital Budget and Renewal and Replacement Budget do not increase the overall adopted FY24 Operating Budget amount. This action merely reallocates the approved funds to different purposes in the case of the Capital Budget and adds funding to the Renewal and Replacement budget. **The net change to the approved operating budget related to the proposed amendments is \$0.**

Staff Recommendation: Staff requests the Board's approval to amend the Fiscal Year 2024 Capital Budget to fund alternate ITS projects and increased funding for the Central Host upgrades.

Backup provided: Draft resolution

Draft Capital Budget amendment

IT/Operations Technology Project Detail

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 23-0XX

AMENDING THE CAPITAL BUDGET FOR FISCAL YEAR 2024

WHEREAS, by Resolution No. 23-039 dated June 26, 2023, the Board of Directors adopted the operating budget for fiscal year 2023-2024 (the “FY 2024 Budget”); and

WHEREAS, the FY 2024 Budget includes \$8,015,100 in funding for safety technology and toll violation technology; and

WHEREAS, staff proposes replacing safety technology and toll violation technology funding with various toll collection intelligent transportation system (ITS) projects totaling \$6,461,700; and

WHEREAS, staff proposes increasing the Renewal & Replacement section of the FY24 Budget by an amount of \$1,553,400 related to the Kapsch Central Host upgrade and a MoPac lane safety technology pilot program; and

WHEREAS, the total amount of the FY 2024 Budget is not changed by the proposed amendments; and

WHEREAS, the Executive Director recommends that the FY 2024 Budget be amended as described in Exhibit A hereto, to replace safety technology and toll violation technology funding with various toll collection ITS projects and to increase the Renewal & Replacement section of the FY24 Budget related to the Kapsch Central Host upgrade and MoPac lane safety technology pilot program.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends the FY 2024 Budget as shown in Exhibit A to replace safety technology and toll violation technology funding with various toll collection ITS projects, totaling \$6,461,700 and to increase the Renewal & Replacement section of the FY24 Budget by the amount of \$1,553,400 related to the Kapsch Central Host upgrade and MoPac lane safety technology pilot program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of November 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Capital Budget

Data Platform System Enhancements	1,154,000	
Enterprise Resource Planning System	650,000	
Automated Incident Detection Cameras - Safety Technology	4,776,900	
Automated License Plate Reader Technology - Toll Violation	3,238,200	-
Traffic Incident Management Center Expansion and Technology	6,760,000	
Pay By Mail Vendor Procurement	300,000	
Headquarters Building	15,000,000	
Snow Equipment	35,000	
Roadside ALPR Trailers (2)		500,000
RekorOne - Enhancement: Improved Image Attachments to Events		25,025
RekorOne - Enhancement: Roadway Sensor Integration		192,785
183A Signal Upgrades		287,500
Roadway Weather Information Systems (RWIS) for Toll Gantry		355,000
TIM Center Video Management Software		596,600
Cabinet Standardization Effort - 290 Toll		1,496,790
CCTV Camera Replacements w/ Heaters (systemwide)		825,000
Shared-Use Path (SUP) Safety Program		600,000
Fixed Camera Array Upgrades		1,500,500
Mobile Operations and Maintenance Safety (MOMS)		82,500
	31,914,100	<u>30,360,700</u>

Renewal and Replacement

General Fund

Roadside Systems (ETCS) Implementation		27,533,200
290E Toll System Replacement	12,396,000	
SH 71 Toll System Replacement	11,109,500	
MoPac Toll System Replacement	4,027,700	
Existing System Upgrades		
Central Host Upgrades	1,000,000	2,500,000
Wall Monitoring Equipment - System	300,000	
Maintenance Yard Improvement	800,000	
Metal Beam Guard Fence Improvements/ 183A Phase I and II	3,000,000	
290E Maintenance Yard Expansion	85,000	
290E Maintenance Yard Pond Expansion	35,000	
System Delineators	77,900	
Lobo Poind Repair	405,000	
45SW at RM1626 Pavement Repair	1,300,000	
	34,536,100	<u>36,036,100</u>

MoPac General

MoPac Safety Technology		53,400
MoPac Delineators	69,500	
MoPac Surface Repair and Fog Seal	1,800,000	
	1,869,500	<u>1,922,900</u>
	36,405,600	<u>37,959,000</u>

68,319,700 68,319,700



B.R.O.W.N. (Bettering Regional Operations With New Technology) IT / Operations Technology Project Budgeting

Fiscal Year	Project Title	Project Description	Budget Estimate	Funding	Bucket	Prioritization
FY23-24	Roadside Automated License Plate Readers (ALPR) Trailers (2)	Add two (2) additional ALPR law enforcement trailers to the fleet. Cost includes two additional trailers (\$250,000) and system server upgrades for existing trailers (\$250,000)	\$ 500,000.00	Ops	Capital	High
FY23-24	RekorOne - Enhancement: Improved Image Attachments to Events	RekorOne, enhancement to existing system - Add the ability to copy and paste an image to the "files" section of an event, in addition to existing "browse" and "drag and drop" functionality - one time fee.	\$ 25,025.00	Ops	Capital	High
FY23-24	RekorOne - Enhancement: Roadway Status Upgrade	Rekor's "Roadway Status" feature harnesses the power of RVSD or Rekor's proprietary cameras, allowing agencies to seamlessly tap into these technologies in real time. By providing instant access to analytics data for road segments, this feature empowers agencies to make informed decisions based on real-time insights.	\$ 192,785.00	Ops	Capital	High
FY23-24	183A Signal Upgrades	Signal cabinet controller upgrades at the five (5) existing intersections under CTRMA management along the 183AToll. Existing infrastructure (City of Cedar Park) includes TS2 traffic cabinets with legacy traffic controllers. Upgrades would include removal, replacement, and installation of (5x) signal controller, (5x) cellular modem, (5x) network switches, and relocation/installation of existing DVAS cameras from the 71 Toll gantry.	\$ 287,500.00	Ops	Capital	High
FY23-24	Roadway Weather Information Systems (RWIS) for Toll Gantry	Systemwide deployment of roadway weather information systems (RWIS) at toll gantry locations with environmental sensors for ambient temperature, humidity, precipitation quantity and intensity, precipitation type, wind speed and direction. The deployment will include an map-based graphical user interface (GUI) to allow users to view weather status at each location in real-time. Sensors will be installed on existing toll gantries with connection to existing cabinet assemblies; new cabling to be installed. Approximately 12 toll gantries total (1-71, 1-45SW, 2-183, 2-290, 3-183A, 3-MoPac).	\$ 355,000.00	IT	Capital	High



B.R.O.W.N. (Bettering Regional Operations With New Technology) IT / Operations Technology Project Budgeting

Fiscal Year	Project Title	Project Description	Budget Estimate	Funding	Bucket	Prioritization
FY23-24	TIM Ctr Video Management Software	Software or Softwares manage TIM Ctr video streams and displays, video sharing with region partners and third party vendors/applications.	\$ 596,600.00	Ops	Capital	High
FY23-24	Cabinet Standardization Effort - 290 Toll	Replacement of existing non-standard cabinet assemblies on the 290 Toll corridor with TxDOT Type 3 (pole mounted) and Type 4 (ground mounted) cabinets providing standardization across the network, as well as resiliency against severe weather, security, and scalability. Each cabinet assembly will include fiber optic patch panel, managed field Ethernet switch, uninterruptible power supply (UPS) with battery backup, and remote power management unit (RPMU). Installation will require minor infrastructure work (e.g., conduit sweeps, foundation), as well as modification or replacement of existing power service drops and fiber optic connections for future capacity. Approximately 17 total cabinet assemblies.	\$ 1,496,790.00	IT	Capital	High
FY23-24	CCTV Camera Replacements w/ Heaters (systemwide)	Systemwide replacement of external positioner, pan-tilt-zoom CCTV cameras to include internal heaters capable of operation in severe weather (e.g., icy) conditions. Approximately 50 cameras total; existing structures, cabinet equipment, and cabling to be re-utilized (42 deployed as of March 10, 2023).	\$ 825,000.00	Ops	Capital	High
FY23-24	Shared-Use Path (SUP) Safety Program	Video-based pedestrian detection platform that identifies pedestrians prior to at-risk roadway crossings and actuates a response from the infrastructure. Proposed responses include flashing signage, CV messaging, audible alert. Discussed locations include near Costco along the 183A Toll and on the northside of the 45SW Toll.	\$ 600,000.00	Ops	Capital	High
FY23-24	Fixed Camera Array Upgrades	Upgrade selected sites along the 183 Toll and 290 Toll facilities to the "ultimate" cctv camera upgrades. Upgrades to include cctv, ethernet switch, and other necessary upgrades.	\$ 1,500,500.00	Ops	Capital	High



B.R.O.W.N. (Bettering Regional Operations With New Technology) IT / Operations Technology Project Budgeting

Fiscal Year	Project Title	Project Description	Budget Estimate	Funding	Bucket	Prioritization
FY23-24	Mobile Operations and Maintenance Safety (MOMS) onboard units	Install connected vehicle on-board units in CTRMA maintenance vehicles. The maintenance vehicles will then act as a connected vehicle for testing communications with roadside units and third-party systems such as Waze.	\$ 82,500.00	IT	Capital	High
FY23-24	Kapsch Host Upgrades (Professional Services & Licensing)	Upgrades are needed to migrate the servers, the data, and bring the licenses into compliance: a) replace, configure and migrate the toll system production and backup servers operating systems to the new server hardware; b) replace, configure, and migrate data of the production and backup data storage locations to the new Powerstore solution; and c) bring the related Oracle licenses into compliance after the database migration. If the additional funding is approved, the total budgeted amount for this initiative in FY24 will be \$2.5M.	\$ 1,500,000.00	IT	R&R	High
FY23-24	iMile (Intelligent Management of Integrity Levels of Expressway) Lane Safety Project	Pilot project designed to provide an intergrated lane diving prevention system comprised of cameras, edge-computer processor, and vehicle-level blankout signs. The system will provide real-time information to the TIM Centter. Project benefits include discouraging unsafe motorist movement, providing accurate data for planning purposes, and establishing a framework for enforcing violations.	\$ 53,400.00	IT	MoPac	High
TOTAL			\$ 8,015,100.00			



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023
AGENDA ITEM #5

Discuss and consider approving an interlocal agreement with the City of Cedar Park related to the development and construction by Cedar Park of the 183A/ New Hope Drive intersection improvements project

Strategic Plan Relevance: Collaboration
Department: Engineering
Contact: Mike Sexton, P.E., Director of Engineering
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background: The City of Cedar Park plans to improve New Hope Drive from the intersection of South Block House Drive through the intersection with CR 180, which intersects 183A, to accommodate traffic expected from planned development near the intersection of 183A and New Hope Drive. The design and construction of the improvements of the 183A and New Hope Drive intersection will generally include an alternative intersection design that extends within CTRMA's right-of-way. Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the project.

The Mobility Authority will have no obligation to pay for any project costs, except that the Mobility Authority will provide plan review, permit application review and oversight activities specifically set forth in the agreement.

Previous Actions & Brief History of the Program/Project: N/A

Financing: N/A

Action requested/Staff Recommendation: Staff recommends approval of an interlocal

agreement with the City of Cedar Park for the development and construction of the 183A/New Hope Drive intersection improvements project, in similar form to the attached, and authorization for the Executive Director to execute.

Backup provided:

Draft resolution

Draft interlocal agreement

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 23-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK RELATING
TO THE DEVELOPMENT AND CONSTRUCTION BY CEDAR PARK OF THE 183A/NEW HOPE
DRIVE INTERSECTION IMPROVEMENT PROJECT**

WHEREAS, a new planned development in the City of Cedar Park (“Cedar Park”) at the northwest intersection of the 183A Toll Road (183A) and New Hope Drive is expected to increase traffic in the area impacting 183A; and

WHEREAS, to accommodate increased traffic in the area, Cedar Park is developing the Northwest New Hope Roadway Improvement Project that includes improvements to Cedar Park’s rights-of-way at the intersection of 183A, which will include an alternative intersection design that extends within the Mobility Authority’s right-of-way (“Intersection Project”); and

WHEREAS, Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the Intersection Project; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services; and

WHEREAS, the Executive Director and the City of Cedar Park have negotiated a proposed interlocal agreement for the Intersection Project, at no cost to the Mobility Authority in excess of its own internal costs to fulfill its responsibilities under the interlocal agreement, which provides for certain oversight and approval of the design and construction of the portion of the Intersection Project extending into the 183A right-of-way, and states that Intersection Project will be designed and constructed in a manner so as not to negatively impact the net revenue or operation of 183A; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with Cedar Park, in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with Cedar Park for the Intersection Project and authorizes the Executive Director to execute the interlocal agreement on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of November 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**INTERGOVERNMENTAL AGREEMENT
FOR THE 183A/NEW HOPE DRIVE INTERSECTION IMPROVEMENT PROJECT**

THIS AGREEMENT ("Agreement"), by and between the Central Texas Regional Mobility Authority ("CTRMA") and the City of Cedar Park, Texas ("Cedar Park"), each acting by and through its respective duly authorized officials (CTRMA and Cedar Park, collectively the "parties"), is effective as of the ___ day of _____, 2023 (the "Effective Date").

WITNESSETH

WHEREAS, CTRMA is an independent government agency created in 2002 to improve the transportation system in Williamson and Travis Counties to develop, deliver, operate and maintain high-quality roadways and related transportation solutions; and

WHEREAS, CTRMA was created pursuant to and operates under Texas Transportation Code Chapter 370, and is authorized to implement a wide range of transportation projects; and

WHEREAS, pursuant to Texas Transportation Code Chapter 370, CTRMA may study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects; enter into contracts or agreements necessary or incidental to its powers and duties under Chapter 370; and cooperate and work directly with property owners and governmental entities and officials to support an activity required to promote or develop a transportation project; and

WHEREAS, pursuant to Texas Government Code Chapter 791, a local government may contract or agree with a state agency, including an authority, to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the 183A Toll Road ("183A") is an 11.6 mile roadway extending from northwest Austin through Cedar Park and Leander in northwest Williamson County, and consists of tolled main lanes with non-tolled frontage roads at the north end; and

WHEREAS, large scale development generating significant increases in traffic volume is anticipated on property located northwest of the intersection of the 183A Toll Road and New Hope Drive; and

WHEREAS, Cedar Park plans to improve New Hope Drive from the intersection of South Block House Drive through the intersection with CR 180, which such route intersects 183A, to accommodate traffic expected from planned development near the intersection of 183A and New Hope Drive ("Northwest New Hope Roadway Improvement Project"); and

WHEREAS, the route of the Northwest New Hope Roadway Improvement Project, which includes improvements to Cedar Park's rights-of-way, intersects 183A, and the design and construction of the improvements of that intersection will generally include an alternative intersection design that extends within CTRMA's right-of-way ("Intersection Project"); and

WHEREAS, a map showing the locations for the Northwest New Hope Roadway Improvement Project and the Intersection Project appears in Exhibit A, ("Project Location Map"); and

WHEREAS, Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the Northwest New Hope Roadway Improvement Project and the Intersection Project; and

WHEREAS, the Intersection Project is intended to improve safety and increase capacity of 183A and New Hope Drive for the growing region; and

WHEREAS, 183A is a CTRMA facility, and Cedar Park is requesting authorization from CTRMA to design and construct the Intersection Project in accordance with this Agreement; and

WHEREAS, the Intersection Project shall be designed and constructed in a manner so as not to negatively impact the net revenue or operation of the 183A Toll facility; and

WHEREAS, the Cedar Park City Council approved entering into this Agreement by Resolution on _____, as shown in Exhibit B; and

WHEREAS, the CTRMA Board of Directors authorized its Executive Director to enter into this Agreement by Resolution on _____, as shown in Exhibit C.

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

AGREEMENT

1. Period of the Agreement

This Agreement shall remain in effect until the completed Intersection Project is accepted by CTRMA unless otherwise terminated as provided in Section 5 below.

2. Scope of Work

The Intersection Project consists of the improvements at the intersection of New Hope Drive and 183A in Cedar Park, Texas, as shown at the location depicted in Exhibit A.

3. Performance by Cedar Park or Cedar Park's Designees

Cedar Park intends to hire and designate representatives, agents, contractors, and other entities to perform some or all of its obligations under the Agreement. The parties further acknowledge and agree that any performance obligation by or responsibility of Cedar Park pursuant to this agreement may be performed by one or more entities on behalf of Cedar Park. However, Cedar Park shall ultimately be responsible for ensuring the performance of all obligations herein.

4. Intersection Project Sources and Uses of Funds

A. Intersection Project Budget. The total estimated cost of the Intersection Project is shown in Exhibit D, the project budget for the Intersection Project ("Intersection Project Budget"), which Exhibit D is attached to and made a part of this Agreement. The parties agree that the Intersection Project Budget is subject to change, at Cedar Park's sole discretion.

- B. Cost Responsibilities. Cedar Park shall perform all project development activities including: environmental studies, permitting, right-of-way acquisition, utility relocations, design and construction for the Intersection Project, at its sole cost and expense, except as otherwise provided in this Subsection. CTRMA shall have no obligation to pay for any Intersection Project costs whatsoever and shall not be responsible for any cost overruns for the Intersection Project in excess of the estimated amount to be paid by Cedar Park on Exhibit D, except that CTRMA will provide plan review, permit application review and oversight activities specifically set forth in this agreement at CTRMA's sole cost and expense.
- C. Incomplete Work. Following the commencement of construction of the Intersection Project, if Cedar Park notifies CTRMA that it will not complete the Intersection Project, or if the Intersection Project is not completed within 365 days following the final completion date specified in the contract with the contractor hired by Cedar Park to construct the Intersection Project, as may be amended, CTRMA may terminate this Agreement in accordance with paragraph 5.B. below. CTRMA may address unfinished construction work as it determines necessary to protect the interests of CTRMA, which includes returning the Intersection Project area to its original condition or completing the Intersection Project using CTRMA forces or contractors. Cedar Park shall pay all costs reasonably incurred by CTRMA under this provision.

5. Termination of this Agreement

Subject to Section 21, this Agreement shall remain in effect until the Intersection Project is completed and accepted by CTRMA, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. CTRMA terminates the Agreement in writing due to Cedar Park's failure to complete the Intersection Project, as described in paragraph 4.C; or
- C. After notice and an opportunity to cure as provided in Section 24, the Agreement is terminated by one party because of a material breach of the other party, in which case the remedies provision in Section 23 will apply.

6. Design Standards

The engineering plans shall be developed in accordance with the applicable parts of the Texas Department of Transportation's (TxDOT's) *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and any other applicable TxDOT manuals, guidelines and guidelines, as well as any applicable CTRMA policies and guidelines.

7. Public Communication

Cedar Park and CTRMA are dedicated to strong communication with the community, specifically those in the community most impacted by the Intersection Project. The parties agree to coordinate public outreach activities and coordinate with each other with respect to those activities. Cedar Park shall conduct stakeholder outreach throughout development and construction and gather public input for the Northwest New Hope Roadway Improvement Project and the Intersection Project. In addition, Cedar Park shall schedule routine coordination meetings with CTRMA to provide project status and discuss potential or anticipated impacts to traffic. Furthermore, Cedar Park shall provide the CTRMA a link to Cedar Park website that shows current project status and information.

8. Compliance with Texas Accessibility Standards and ADA

Cedar Park shall ensure that the plans for and the construction of the Intersection Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“TDLR”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (“ADA”).

9. Access to CTRMA Property

A. License. CTRMA hereby grants Cedar Park a license (“Intersection Project License”) to enter and use CTRMA property for the sole purpose of conducting project development activities necessary for the Intersection Project. Cedar Park will exercise Intersection Project License rights in accordance with the terms of this Agreement.

B. License Term. The term of the Intersection Project License commences on the Effective Date and expires upon termination of this Agreement.

10. Intersection Project Construction Responsibilities

A. Roles & Responsibilities. Cedar Park shall procure, award, and administer the contracts for construction of the Intersection Project. Administration of the contracts includes the responsibility for construction engineering, inspection, testing and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contracts. The Intersection Project Plans must be approved by CTRMA pursuant to paragraph 11.B prior to the commencement of construction, which approval will not be unreasonably withheld, delayed, conditioned, or denied. Prior to the award of a contractor Cedar Park must obtain concurrence from CTRMA regarding the contractor selection before executing a construction contract. Cedar Park shall ensure that the selected contractor is precertified by TxDOT to perform the Intersection Project. Prior to commencing construction, Cedar Park must request and obtain written authorization from CTRMA, which authorization will not be unreasonably withheld, delayed, conditioned, or denied. Cedar Park will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage requires written pre-approval by CTRMA prior to execution by Cedar Park. CTRMA’s review and comment, shall be complete within two (2) weeks of CTRMA’s receipt of each change order, subject to extension by prior written and mutual agreement. CTRMA will approve each change order after comments are resolved to CTRMA’s satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied.

B. Right-of-Way and Real Property. Cedar Park shall acquire all required right-of-way and necessary rights-of-entry for performance of the Intersection Project in accordance with applicable requirements of state law and federal law governing the acquisition of real property, including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right-of-way acquired for improvements to CTRMA’s right-of-way for the Intersection Project shall be acquired in the name of Cedar Park and Cedar Park shall then deed the right-of-way acquired by Cedar Park for the Intersection Project to CTRMA upon CTRMA’s acceptance of the Intersection Project. Cedar Park hereby provides a right-of-entry to CTRMA personnel and its authorized representatives to areas outside CTRMA’s right-of-

way throughout the duration of the Project for the CTRMA to perform inspection and oversight of the Project.

- C. Utilities. Cedar Park shall be responsible for the adjustment, removal, or relocation of existing utility facilities for the Intersection Project in accordance with applicable state and federal laws, regulations, rules, policies, and procedures. Cedar Park will not be reimbursed for the cost of such required utility work. CTRMA will not be responsible for any costs associated with utility facilities. Before Cedar Park begins utility relocations and adjustments required for the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve the relocation plans.
- D. Maintenance during the Construction of the Intersection Project. Except as otherwise provided in this Agreement, upon commencement of construction of the Intersection Project, Cedar Park will maintain, at its sole cost and expense, those portions of the CTRMA property directly affected by the construction of the Intersection Project, including, but not limited to the following: (a) litter pickup, (b) mowing, (c) temporary traffic safety items, (d) traffic control, (e) prompt pothole/pavement repair, and (f) repair of damage of any kind resulting from the construction of the Intersection Project. Cedar Park's maintenance responsibilities include, among any other areas made a part of the Intersection Project, the portions of the frontage roads that fall within the Intersection Project limits or are, in any way affected by the construction of the Intersection Project.
- E. Notice of Completion. Upon completion of the Intersection Project, Cedar Park will issue and sign a "Notification of Completion" acknowledging the Intersection Project's construction completion. A copy will be provided to CTRMA prior to CTRMA's final acceptance of the Intersection Project.
- F. Written Certification of Compliance. Prior to CTRMA's acceptance of the Intersection Project, Cedar Park shall furnish to CTRMA written certification from a Texas Licensed Professional Engineer that the Intersection Project was constructed in substantial compliance with the Intersection Project's plans, specifications, and quality assurance requirements.

11. Intersection Project Construction Standards & Plan Review Process

- A. Intersection Project Standards. The Intersection Project will be designed and constructed in compliance with the latest applicable edition and revisions of the American Association of State Highway and Transportation Officials ("AASHTO"), TxDOT standards and CTRMA standards and specifications as described in Section 6, and as agreed to by both Parties. Landscape and aesthetic treatments shall be consistent with the existing CTRMA 183A Phase II project. All existing highway elements within CTRMA property affected by the construction of the Intersection Project will be replaced or repaired by Cedar Park, at its sole cost and expense, with items of equal or better quality if and to the extent required by the Standards. The AASHTO, TxDOT standards and CTRMA's standards and specifications are collectively referred to herein as "Intersection Project Standards."
- B. Plan Review Process. Before Cedar Park begins construction of the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve ("Plan Review Process") the: (a) design of the Intersection Project at thirty percent (30%) completion, at sixty percent (60%) completion, and at ninety percent (90%) completion, (b) final construction plans and specifications (including, shop drawing review and erection and demolitions plans, if necessary), and (c) construction coordination plans for the Intersection

Project. Such review and comment, shall be complete within two (2) weeks of CTRMA's receipt of plans, subject to extension by prior written and mutual agreement. CTRMA will approve plans after comments are resolved to CTRMA's satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied. Cedar Park will provide CTRMA with copies of those approved plans, specifications and bid documents, which upon CTRMA's written approval will constitute the "Intersection Project Plans."

12. Environmental Assessment and Mitigation

Development of the Intersection Project must comply with applicable environmental laws. Cedar Park is responsible for:

- A. The preparation of environmental documents in compliance with the Cedar Park's public infrastructure environmental review procedures;
- B. The identification and assessment of any environmental constraints associated with the development of the Intersection Project;
- C. The cost of any mitigation and remediation associated with the environmental constraints; and
- D. Providing any public engagement required for development of the environmental documents and obtaining all required environmental permits and approvals.

During development of the environmental studies and coordination with the appropriate regulatory agencies, Cedar Park shall provide draft and final environmental submittals to CTRMA for review and comment. Such review and comment shall be complete within ten (10) business days of CTRMA's receipt of submittal, subject to extension by prior written and mutual agreement.

Before commencing construction of the Intersection Project, Cedar Park shall provide to CTRMA written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

13. Construction; Change Orders; Inspection Rights

- A. General. Cedar Park will, at its sole cost and expense, be solely responsible for the construction of the Intersection Project in accordance with the Intersection Project Plans, including, without limitation, all required construction management, coordination, inspection, construction materials testing and all utility relocation and adjustments.
- B. Change Orders, Etc. Any change orders, supplemental agreements, or additional work orders (collectively, "Change Orders") regarding any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA will be subject to CTRMA's written approval prior to issuance. CTRMA will provide comments on any proposed Change Orders within ten (10) business days of its receipt thereof. CTRMA's approval shall be issued within ten (10) business days of resolution of comments to CTRMA's satisfaction, subject to extension by prior written and mutual agreement, but in no event shall such approval be unreasonably withheld, delayed, conditioned, or denied. CTRMA is under no obligation to approve any Change Orders or other modifications to the

Intersection Project that increase the burden on CTRMA's property or that impair the safe and efficient operation of 183A. Notwithstanding the foregoing, the Parties acknowledge that minor adjustments, as reasonably determined by CTRMA, to the Intersection Improvements will be required when construction starts and will be addressed on an expedited basis to the extent reasonably possible.

- C. Audit and Inspection Rights. In addition to any other exchanges of information, CTRMA will have the right to conduct field inspections and to audit, inspect and copy all Intersection Project records and documents maintained by Cedar Park. CTRMA may notify Cedar Park of any failure of materials, equipment, or installation methods to ensure compliance with this Agreement, and Cedar Park will take such measures as are reasonably necessary to address such failure(s) in a timely manner. Cedar Park will make available, without limitation, all quality testing and environmental records related to any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA.

14. Notice of Construction Activities

- A. General. Before initiating any work on the Intersection Project, Cedar Park will provide CTRMA with reasonable notice, in writing, of its intent to perform any such activities.
- B. Lane Closures within the limits of the Intersection Project or the 183A ROW. Cedar Park shall provide written notice to CTRMA of lane closures (excluding full roadway closures) at least 48 hours in advance for lane closures and detours associated with lane closures. Cedar Park shall provide written notice to CTRMA at least 7 days in advance for full roadway closures and detours associated with full roadway closures. In the event of an emergency lane closure, Cedar Park may permit the closure without the prior approval of CTRMA, and in that case, shall notify CTRMA of the closure as soon as possible after Cedar Park learns of the need for the closure. At no point shall Cedar Park close 183A tolled lanes.
- C. Routine Inspection. For routine inspection activities on, under, over or in the vicinity of CTRMA property, Cedar Park will give written notice to CTRMA, describing the extent and nature of such activities at least fourteen (14) calendar days before commencement of such activities.
- D. Construction and Major Repair. For construction and major repair activities that involve more than a nominal use of CTRMA property, including any activity that CTRMA, in CTRMA's sole judgment notifies Cedar Park requires the closure of or involves work in or adjacent to 183A, or that otherwise affects CTRMA's operation or use of 183A or other portions of CTRMA property, Cedar Park will provide CTRMA with as much prior written notice as is practical, but in any event, no less than thirty (30) calendar days prior written notice of the construction activity, unless CTRMA consent in writing to a shorter notice period for a particular activity.

15. Noninterference and Safety

- A. General. Cedar Park will conduct all its activities and operations on, over, under, and across CTRMA property in connection with the construction of the Intersection Project or otherwise, in such a manner so as not to unreasonably interfere with or unreasonably impede CTRMA's operations or its use and maintenance of CTRMA property in accordance with CTRMA Lane Closure Policy and Guidelines.

- B. Safety. Safety of personnel, property, and the public is of paramount importance in the work performed by Cedar Park under this Agreement. Cedar Park, at its sole cost and expense, will be responsible for initiating, maintaining, and supervising all safety operations and programs in connection with its activities performed under this Agreement. Cedar Park will comply with all applicable highway safety laws and standards as they exist on the Effective Date or as such laws and standards are amended prior to the termination of this Agreement.
- C. Protection of Facilities and Property. Cedar Park will take such steps as are reasonably necessary to prevent damage to CTRMA property, the Intersection Project or other property by soil erosion and drainage resulting from the Intersection or the activities of Cedar Park. Notwithstanding the review of the Intersection Project by CTRMA, Cedar Park agrees that it will design and construct the Intersection Project in a manner so as not to cause damage to CTRMA property due to structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances. Cedar Park agrees to be responsible for, and promptly repair, at its sole cost and expense, and such damage caused by structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances due to its activities performed under this Agreement.
- D. Suspension of Activities. Upon notification from CTRMA, Cedar Park will immediately suspend construction, maintenance, and repair activities on CTRMA property that violate the terms of this Agreement, including any such activities that impair the safe and efficient operation and use of CTRMA property.
- E. Noninterference with Compliant Activities. CTRMA will conduct all its activities and operations on, over, under, and across CTRMA property in such a manner so as not to endanger, interfere, with or impede Cedar Park's construction, operation, maintenance, and/or repair of the Intersection Improvements, but only to the extent Cedar Park's construction, maintenance, and/or repair activities are being undertaken in accordance with this Agreement. CTRMA reserves the right to enter any part of CTRMA property, at any time, and for any reason.

16. Notice for Completion of the Intersection Project Construction

Cedar Park will notify CTRMA, in writing, not less than thirty (30) calendar days in advance of its proposed completion of the Intersection Project to permit CTRMA and Cedar Park to perform a walk-through of the Intersection Project. CTRMA and Cedar Park will reasonably cooperate in preparing and overseeing, at Cedar Park's sole cost and expense, the development of a punch list of incomplete items reasonably identified in connection with the walk-through. CTRMA shall have the authority for determining whether said punch list items have been satisfactorily completed, said determination not to be unreasonably withheld, delayed, conditioned, or denied.

17. Warranties

Cedar Park hereby warrants to CTRMA that the Intersection Project will be free from all defects, including design errors and defect in material and/or workmanship which may appear in design, materials, or construction for a period of two (2) year from the date on which the Intersection Project is accepted by CTRMA, as evidenced by a good and sufficient maintenance bond. Cedar Park further warrants to CTRMA that the Intersection Project will be free from all latent defects in design and construction for a period of five (5) years from the date on which the Intersection Project is accepted by CTRMA. CTRMA shall notify Cedar Park in writing of any claimed defects within thirty (30) days of CTRMA determining a possible defect exists, and Cedar Park shall have the right to access the CTRMA property as necessary to investigate and repair, if required, any claimed defect.

18. Project Ownership, Operation & Maintenance

After Cedar Park's completion of the Intersection Project and CTRMA's acceptance of the Intersection Project, and with the exception of the traffic signals, as provided in Section 19, below, CTRMA shall own all improvements of the Intersection Project within CTRMA's right-of-way, and CTRMA shall be responsible for operation and maintenance of the improvements of the Intersection Project within CTRMA's right-of-way.

19. Traffic Signals: Ownership, Operation & Maintenance

Cedar Park shall own, operate, and maintain all traffic signals within the Intersection Project until the parties otherwise agree in writing.

20. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CTRMA	Cedar Park
Central Texas Regional Mobility Authority Attn: Executive Director 3300 N IH-35, Suite 300 Austin, TX 78705	City of Cedar Park, Texas Attn: City Manager 450 Cypress Creek Rd., Bldg. 1 Cedar Park, TX 78613

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

21. Survival

Sections 4, 17, 18, 19, 23, 27, 31, 32 and 35 shall survive the expiration or termination of this Agreement for any reason.

22. Amendments

Amendments to this Agreement due to changes in the character of the Intersection Project, terms of the Agreement, or responsibilities of the parties relating to the Intersection Project may only be enacted through a mutually agreed upon, written amendment. Amendments may not include the requirement that CTRMA expend any additional funds in connection with the Intersection Project; if any additional CTRMA funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

23. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed by either party to this Agreement and shall be cumulative. Except as otherwise provided in this Agreement, neither party shall be liable to the other for loss of profits, or any special, consequential or incidental damages, however caused, known or unknown, anticipated or unanticipated, even if advised of the possibility of such damage.

24. Notice and Opportunity to Cure

Upon any alleged default by a party, the non-defaulting party shall provide the defaulting party written notice of the defaulting party's failure to perform, or to timely, fully, and completely satisfy a term, requirement, obligation, criteria, duty, condition, or warranty under this Agreement. The notice shall describe the failure with reasonable specificity and provide the defaulting party ninety (90) days (or such longer period of time if such alleged default is not susceptible to cure in ninety (90) days; provided, that the defaulting party commences to cure within such 90-day period and diligently pursues such cure to its completion) after receipt of a notice to a defaulting party of the defaulting party's failure to timely, fully and completely comply with any one or more terms of this Agreement within which time the defaulting party shall be permitted to cure the failure and provide the non-defaulting party with written notice of such cure. A party who cures the failure and provides the non-defaulting party with written notice of such cure during the cure period shall not be deemed to be in default of this Agreement.

25. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

26. Responsibilities of the Parties

CTRMA and Cedar Park agree that neither party is an agent, servant, nor employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

27. Ownership of Documents

Upon completion or termination of this Agreement, copies of all Intersection Project documents, including Intersection Project Plans, shop drawings, as-built plans, materials testing results, and daily inspection reports prepared under this Agreement by Cedar Park shall be provided to CTRMA prior to CTRMA acceptance of the Project without restriction or limitation on their further use. The originals of the Intersection Project Plans shall remain the property of Cedar Park, with the exception of incomplete work by Cedar Park, as described in Section 4, in which case the originals shall become the property of CTRMA. At the request of the CTRMA, Cedar Park shall provide to CTRMA, in a standard format for such information, any additional Intersection Project information reasonably requested by CTRMA.

28. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When requested by a party, the other party shall furnish the requesting party with satisfactory proof of this compliance.

29. Choice of Law & Venue

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.

30. Hazardous Materials

In the event that any hazardous material, toxic waste or other substance or material potentially harmful to health, safety, or welfare is spilled, deposited, placed, or dumped on CTRMA property

in connection with the Intersection Project, whether by Cedar Park or any third party, Cedar Park shall promptly notify CTRMA of the nature and extent of such event and shall, at Cedar Park's sole cost and expense, promptly remedy the condition in full compliance with all applicable law.

31. Liability

CTRMA shall not be liable or responsible for any damage or injury to persons or property (including death) as a result of the development and construction of the Intersection Project except to the extent such damage or injury is caused by the negligent act or omission of CTRMA. As consideration for CTRMA's grant of the Intersection Project License and its other agreements hereunder and without "waiver of" or "waiving" any governmental immunity to which it is entitled with respect to claims of third parties, Cedar Park agrees to reimburse CTRMA for any and all costs incurred by CTRMA in connection with any claims made against CTRMA arising from damage or loss to persons or property (including death) from the development and construction of the Intersection Project, except to the extent such damage or loss is caused by the negligent act or omission of CTRMA. The foregoing provisions are valid only to the extent permitted by the laws and Constitution of the State of Texas. This Section shall survive the termination of this Agreement.

32. Disclaimer

Cedar Park acknowledges and agrees (a) that CTRMA is not providing any guarantee, representation, or warranty, and CTRMA hereby disclaims any guarantee, representation, or warranty of the condition or suitability of the CTRMA property, in whole or in part, for the Intersection Project, and (b) that Cedar Park accepts the CTRMA property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, and/or any other hazardous materials that may be present in, on, or under the CTRMA property. Cedar Park acknowledges and agrees that it has fully exercised the right to inspect the CTRMA property for any defects as to the suitability of such property for the Intersection Project. The provisions of this Section shall survive the termination of this Agreement.

33. Dispute Resolution

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. **This mediation requirement shall not apply to any suit solely for injunctive relief necessary to prevent irreparable harm to property or persons.**

34. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

35. Inspection of Books and Records

Cedar Park or its duly authorized representatives shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to CTRMA for review, inspection and copying at its office during the Agreement period and for the longer of (a) seven (7) years from the date of completion of the Intersection Project; and (b) until any pending litigation or claims related to this Agreement are resolved. Additionally, CTRMA and Cedar Park and their duly authorized representatives shall have access to all the

governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

36. Insurance and Bonds

Before beginning work in CTRMA's right-of-way, Cedar Park and its contractor or subcontractors performing the Intersection Project shall provide CTRMA with a fully executed copy of a certificate of insurance verifying the existence of coverage in the descriptions and amounts shown in the table below.

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Including products/completed operations liability and contractual liability, in the amount of \$1,000,000 per occurrence for bodily injury and property damage
Business Automobile Policy	In the amount of \$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Providing statutory benefits, and Employers Liability with limits of \$1,000,000
Excess Liability Insurance	In the amount of \$5,000,000 per occurrence and aggregate

This coverage shall be maintained until all work on CTRMA right-of-way is complete. If coverage is not maintained, all work on CTRMA right-of-way shall cease immediately, and CTRMA may recover damages and all costs of completing the Intersection Project. The Commercial General Liability, Automobile Liability and Excess Liability policies shall be endorsed to name CTRMA as an "additional insured" for any claims arising out of this project. Cedar Park shall provide CTRMA with certificates of insurance from all contractors and subcontractors. The certificates shall state that each Contractor waives all rights of subrogation against the CTRMA and that coverage shall not be modified or cancelled without thirty (30) days written notice to CTRMA.

Cedar Park shall require its construction contractor/s to supply performance, payment and warranty bonds securing their obligations under the construction contracts. Each performance and payment bond shall be in an amount not less than the price for the construction of the Northwest New Hope Roadway Improvement Project, including the Intersection Project contained therein. The warranty bond shall be not less than 10% of the price contained in the Northwest New Hope Roadway Improvement Project and the Intersection Project construction contracts. The construction contract for the Intersection Project shall provide that CTRMA shall be listed as an "additional obligee" with respect to bonds described in this Section 36.

37. Governmental Functions

The parties acknowledge and agree that the performance of each party of their respective obligations under this Agreement constitute governmental functions.

38. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Cedar Park, for itself, its assignees, and successors in interest agrees to comply with all applicable federal and state nondiscrimination statutes and authorities.

39. Binding on Successors and Assigns

This Agreement will bind the parties and their respective successors and assigns.

40. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

CEDAR PARK, TEXAS

Signature

James M. Bass

Typed or Printed Name

Executive Director

Typed or Printed Title

Date

Signature

Brenda Eivens

Typed or Printed Name

City Manager

Typed or Printed Title

Date

EXHIBIT A
PROJECT LOCATION MAP

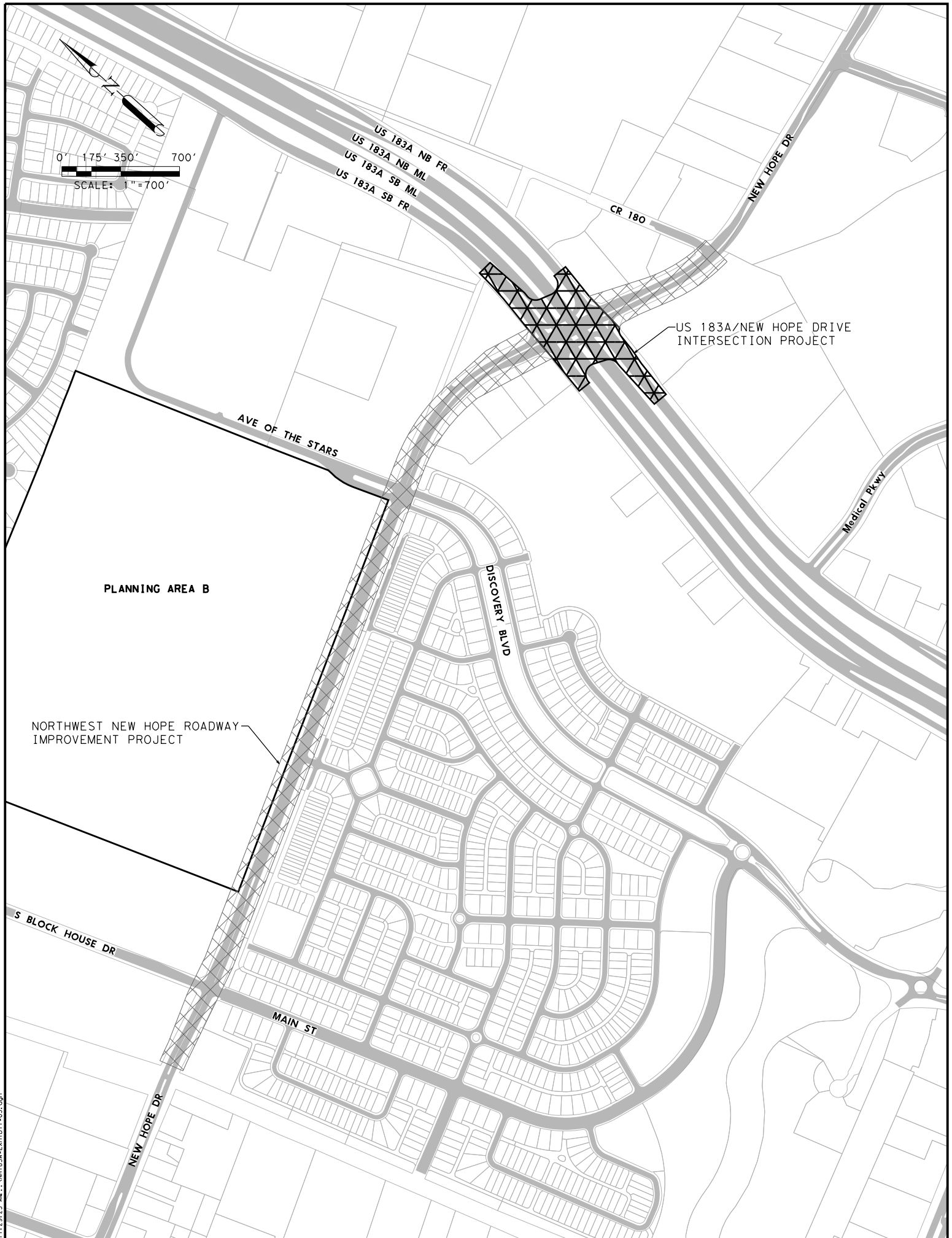


EXHIBIT B
CEDAR PARK RESOLUTION

EXHIBIT C
CTRMA RESOLUTION

EXHIBIT D
INTERSECTION PROJECT BUDGET
(Locally Funded and Performed Project)

Cedar Park is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
INTERSECTION PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
PROFESSIONAL SERVICES	\$ 585,000	
TECHNICAL SERVICES	\$ 78,000	
PERMITS & FEES	\$ 0	
CONSTRUCTION SERVICES	\$ 7,250,000	
OTHER CONSTRUCTION CONTRACTS	\$ 226,000	
LEGAL SERVICES/PUBLIC RELATIONS	\$ 33,000	
OWNER'S PROJECT CONTINGENCY	\$ 822,000	
PROJECT MANAGEMENT SERVICES	\$ 367,000	
Subtotal for Intersection Project Phases		\$ 9,361,000



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 15, 2023
AGENDA ITEM #6

Adjourn Meeting

Adjourn Board Meeting.