

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

RESOLUTION NO. 19-063

**APPROVING THE INCLUSION OF THE SH 45 SOUTHWEST PROJECT
IN THE CTRMA TURNPIKE SYSTEM**

WHEREAS, pursuant to Section 370.034 of the Texas Transportation Code, the Central Texas Regional Mobility Authority (the "Authority") has previously established the CTRMA Turnpike System (the "System") to combine certain of the Authority's transportation projects as one operational and financial enterprise of the Authority; and

WHEREAS, the Executive Director has determined and recommends that the traffic needs of Williamson County, Travis County, and the surrounding region could be most efficiently and economically met by including the SH 45 Southwest Project, as described on Exhibit A hereto (together with any modifications thereto determined to be necessary or desirable during the design and construction thereof and any future improvements thereto, the "SH 45 Southwest Project"), in the System and by operating the expanded System as one operational and financial enterprise; and

WHEREAS, the Board desires to approve the inclusion of the SH 45 Southwest Project in the System; and

NOW, THEREFORE, BE IT RESOLVED that the Board hereby determines that the SH 45 Southwest Project could be most efficiently and economically constructed and operated if it were a part of the System, and that the inclusion of the SH 45 Southwest Project in the System will benefit the System; and

BE IT FURTHER RESOLVED that the Board hereby determines that the traffic needs of Williamson County, Travis County, and the surrounding region could be most efficiently and economically met by including the expanded SH 45 Southwest Project in the System and operating the expanded System as one operational and financial enterprise; and

BE IT FURTHER RESOLVED that the inclusion of the SH 45 Southwest Project in the System is hereby approved, with such inclusion to be effective, without further action of the Board, upon the repayment, defeasance, refunding, refinancing or restructuring of any outstanding Authority debt obligations secured by revenues of the SH 45 Southwest Project.

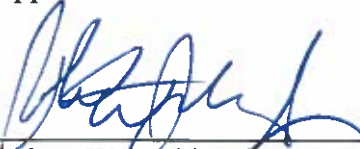
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Description of the SH 45 Southwest Project

The SH 45 Southwest Project includes (i) a toll facility in Travis and Hays Counties that generally consists of a four-lane, divided toll road on the state highway system of approximately 4.5 miles in length, including four new tolled lanes between Loop 1 (MoPac) and FM 1626, an at-grade intersection at FM 1626, an overpass at Bliss Spillar Road, a grade-separated interchange at Loop 1 and bicycle/pedestrian shared use paths and (ii) any other roads, bridges, tunnels or other toll facilities that the Authority designates as part of the SH 45 Southwest Project by official action of the Board of Directors of the Authority.

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

RESOLUTION NO. 19-064

**APPROVE SETTLEMENT AGREEMENTS WITH PROPERTY OWNERS
RELATED TO THE MOPAC IMPROVEMENT PROJECT**

WHEREAS, by Resolution No. 13-010, dated February 27, 2013, the Board of Directors authorized the Executive Director to finalize and execute a Design-Build ("D/B") Agreement for the MoPac Improvement Project ("Project") with CH2M Hill Engineers, Inc. ("CH2M"); and

WHEREAS, the Project included the development, design and construction of sound walls along the 11.2-mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas; and

WHEREAS, during the course of constructing the sound walls, CH2M damaged certain property owned by adjacent homeowners as detailed in Exhibit A hereto; and

WHEREAS, in order to facilitate resolution of these claims, Mobility Authority staff negotiated settlement agreements which have been executed by each of the homeowners and are attached hereto as Exhibit B; and

WHEREAS, by agreement with CH2M, the various settlement amounts summarized in Exhibit A and included in each settlement agreement in Exhibit B have been withheld from payments otherwise due to CH2M and distributed to the respective homeowners; and

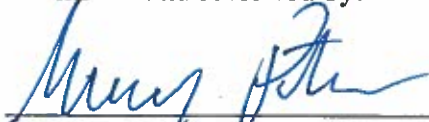
WHEREAS, the Executive Director recommends that the Board approve and ratify the settlement agreements provided in Exhibit B, and authorize him to execute them on behalf of the Mobility Authority.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves and ratifies the settlement agreements attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the settlement agreements attached hereto as Exhibit B on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

MoPac Stakeholder Settlement List

Resident	Address	Property Damage	Settlement Amount
Nadia Shanaa	5105 Valley Oak Dr	Removed privacy fence	\$1,212.64
Riley Hickerson	5103 Valley Oak Dr	CH2 cut down a tree they were not supposed to cut down	\$ 1,300.00
Quentin Nowland	5011 Highland Ct	The irrigation system was damaged in 2016 and CH2M agreed to repair it once the wall is done as well as lay down new sod where the temporary fence was	\$ 3,000.00
Suzanne Haddad	4707 Highland Ter	Damaged plants	\$ 1,856.00
Travis Thompson	2419 Winsted Ln	Replace privacy fence that was removed	\$ 8,600.00
James Petty	2003 Winsted Ln	Sprinkler head damaged	\$ 211.00
Danette Stein	1907 Winsted Ln	Sprinkler head damaged	\$ 150.00
			Total
			\$ 16,329.64

Exhibit B

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Nadia R Shanaa (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,212.64 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

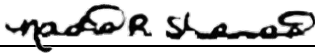
PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/14/19

Claimant Name:



By: Nadia R Shanaa
Its: Property Owner

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and R. Hickerson ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,300.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

Riley Hickerson

By: Alfred Nelson

Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and Quentin Nowland ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$3,000.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated:

6/28/19

Claimant Name:

By:

Its:

Quentin Nowland
OWNER

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Suzanne M. Haddad (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions during the construction phase of the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$1,856.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known, seen, real, suspected, accrued, fixed, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

a. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 9/16/2019

Claimant Name:

Suzanne M. Haddad
By: Suzanne M. Haddad
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into as of the last day set forth on the signature page (the “Effective Date”) by and between Central Texas Regional Mobility Authority (the “Mobility Authority”), and Travis Thompson (“Claimant”). The Mobility Authority and Claimant are referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the “Project”);

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the “Contractors”) to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the “Property”);

WHEREAS, Claimant contends that the Mobility Authority’s and/or the Contractors’ activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the “Claim”);

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties’ signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$8,600.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

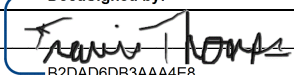
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/21/2019

Claimant Name:

Travis Thompson

DocuSigned by:

By: 
Its: B2DAD6DB3AAA4E8...

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and James B. Petty ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$211.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

James B. Petty
By: James B. Petty
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last day set forth on the signature page (the "Effective Date") by and between Central Texas Regional Mobility Authority (the "Mobility Authority"), and Michael E. Stein ("Claimant"). The Mobility Authority and Claimant are referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Mobility Authority commenced the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas, commonly known as the Mopac Improvement Project (the "Project");

WHEREAS, in connection with the Project, the Mobility Authority utilized the services of various contractors, engineers, consultants, architects, and surveyors, among other third-party vendors, including without limitation, CH2M Hill Engineers, Inc., (collectively, the "Contractors") to facilitate and perform the Project;

WHEREAS, Claimant owns or possesses an interest in real or personal property located near or adjacent to the Project (the "Property");

WHEREAS, Claimant contends that the Mobility Authority's and/or the Contractors' activities, actions, or omissions in connection with the Project caused damage to the Property and/or impaired its value (the "Claim");

WHEREAS, Claimant has notified the Mobility Authority and/or any applicable Contractor(s) that Claimant is seeking recoveries, reimbursements, or other sums from the Mobility Authority and/or any applicable Contractor(s) in connection with the Claim;

WHEREAS, the Mobility Authority denies any responsibility or liability to Claimant on account of the Claim; and

WHEREAS, the Parties, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all known or unknown claims, causes of action, and demands connected or in any manner related to the Project, the Property, and the Claim.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements, covenants, and provisions contained in this Agreement, the receipt, sufficiency, and adequacy of which are expressly acknowledged by the Parties' signatures affixed below, it is hereby agreed by and between the Parties that, the known and unknown claims related to the Project, the Property, and the Claim shall be settled and compromised upon the following terms and conditions:

TERMS OF AGREEMENT

1. Resolution of Claimant's Claim. The Claim shall be resolved as follows: (i) within thirty (30) days of the mutual execution and delivery of this Agreement by all Parties, the Mobility Authority agrees to pay or cause to be paid to Claimant the amount of \$150.00 (the "Settlement Funds"); and (ii) the foregoing payment of the Settlement Funds shall constitute an accord and satisfaction with respect to the Claim. Unless the Mobility Authority agrees otherwise in writing, the sole method and form for payment of the Settlement Funds will be by check payable to Claimant and sent via first class U.S. Mail to Claimant's attention at the Property address.

2. Conditions Precedent. The Parties' mutual delivery of an executed copy of this Agreement is a condition precedent to payment of the Settlement Funds and the effectiveness of this Agreement.

3. Release by Claimant. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators, hereby forever releases, acquits, and discharges the Mobility Authority and all Contractors, all predecessors and successors in interest to the Mobility Authority and all Contractors, and all of the Mobility Authority's and all Contractor's past, present, and future parents, subsidiaries, affiliates, divisions, assigns, insurers, indemnitors, employees, directors, officers, partner, principals, agents, servants, representatives, heirs, executors, administrators, and attorneys (collectively, "Claimant's Released Parties"), from any and all claims, suits, causes of action, judgments, rights, defenses, affirmative defenses, demands, costs, expenses, obligations, liabilities, losses, damages (including actual, punitive, and exemplary forms of damages), of any kind whatsoever, under common law, statutory law, city or municipal ordinance, state or federal law, or otherwise, known or unknown, seen or unforeseen, real or imaginary, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or non-liquidated, which Claimant has or might have relating to, described in, arising out of, or in connection with the Project, the Property, and the Claim. Claimant agrees that the Contractors are express third-party beneficiaries under this Agreement whether or not such Contractors are specifically named herein.

4. Covenant Not to Sue. Claimant, together with any and all parents, subsidiaries, affiliates, partners, agents, representatives, predecessors in interest or in title, successors in interest or in title, insurers, assigns, heirs, beneficiaries, estates, executors, and/or administrators hereby covenants not to sue or in any way assist and/or encourage any other person or entity to sue the Mobility Authority or any of its affiliates, or any of the Contractors or their affiliates, with respect to any of the released matters in this Agreement.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of or in any manner related to this this Agreement, including, without limitation, any action to enforce or interpret this Agreement or the releases contained herein, the prevailing party or parties in such action shall be

entitled to recover its reasonable and necessary attorneys' fees and other expenses incurred in such action.

6. Additional Terms.

a. Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

b. By execution hereof, Claimant warrants, covenants, and represents that it is the sole and exclusive owner of any and all rights in and to the Claim referenced herein and that no assignment, transfer, or conveyance, in whole or in part, to any third party has been made of the Claim or of anything released in this Agreement.

c. The Parties expressly acknowledge and agree that their execution of this Agreement does not constitute and may not be construed as an admission of liability or wrongdoing on the part of any Party. This Agreement is entered to resolve, settle, and compromise the matters in dispute between the Parties and avoid the cost, expense, and effort of protracted and disputed litigation.

d. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective representatives, beneficiaries, agents, insurers, predecessors in interest or in title, successors in interest or in title, heirs, estates, executors, administrators, partners, managers, members, officers, directors, employees, contractors, parents, subsidiaries, affiliates, and assigns, together with their respective divisions and subsidiaries or affiliated corporations or entities.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, exclusive of that State's conflict of law provisions. Any lawsuit or legal proceeding arising from or related to this Agreement in any manner whatsoever shall be brought in the district courts of Travis County, Texas.

f. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

g. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement upon the signature of the last Party. A facsimile copy and/or a scanned image of a signature page hereto shall be valid the same as the original.

h. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

i. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences. Claimant shall be solely responsible for any and all taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to Claimant.

j. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each Party has not executed this Agreement in reliance on any such promise, representation, or warranty.

k. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, assignments or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

l. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties. The waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any similar, prior, or subsequent breach of this Agreement.

m. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included unless the invalidated provision relates to the releases set forth herein, in which case the Agreement may be declared null and void.

n. The paragraph headings utilized in this Agreement are for the purposes of convenience of reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings.

o. THE CLAIMANT EXPRESSLY WARRANTS THAT CLAIMANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS, AND SIGN THIS AGREEMENT VOLUNTARILY, AS CLAIMANT'S OWN FREE ACT, WITHOUT ANY DURESS OR COERCION. THE CLAIMANT EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO CLAIMANT IN EXECUTING THIS AGREEMENT, AND THAT CLAIMANT IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OTHER PARTY. CLAIMANT IS RELYING ON ITS OWN JUDGMENT AND HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS OWN CHOICE IN THIS MATTER OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL. THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO CLAIMANT BY THE AFORESAID LEGAL COUNSEL OR READ BY CLAIMANT

PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

p. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/11/19

Claimant Name:

Danette Pizzini STEIN
By: Danette Pizzini Stein
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

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

RESOLUTION NO. 19-065

**APPROVING THE ANNUAL COMPLIANCE REPORT
REQUIRED BY 43 TEX. ADMIN. CODE § 26.65.**

WHEREAS, the Texas Transportation Commission has adopted rules codified at Title 43, Chapter 26, Subchapter G of the Texas Administrative Code (TAC) that require regional mobility authorities to file certain reports and conduct certain audits, as specified therein; and

WHEREAS, pursuant to 43 TAC § 26.65(a), the Central Texas Regional Mobility Authority (Mobility Authority) is required to file a report with the Texas Department of Transportation (TxDOT) confirming that the Mobility Authority has complied with all the duties it is required to perform under Title 43, Chapter 26, Subchapter G of the Texas Administrative Code; and

WHEREAS, the Executive Director has prepared a compliance report containing the information in the form required by 43 TAC § 26.65(a) which is attached hereto as Exhibit A; and

WHEREAS, the compliance report must be approved by the Board prior to submission to TxDOT; and

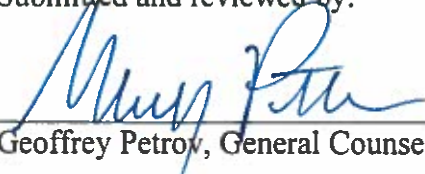
WHEREAS, the Executive Director certifies to the Board that the information contained in the compliance report attached hereto as Exhibit A is true and correct.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the compliance report in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board directs the Executive Director to perform all actions necessary to submit the compliance report to the Texas Department of Transportation in accordance with 43 TAC § 26.65(a).

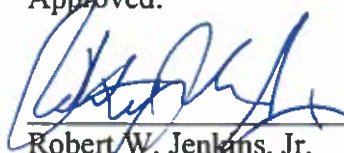
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chair, Board of Director

Exhibit A

Central Texas Regional Mobility Authority
Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	The Mobility Authority submits copies of the annual operating and capital budget adopted for the Fiscal Year 2020 beginning July 1, 2019, to Travis County and Williamson County.	The Board of Directors approved the FY 2020 Budget by Resolution No. 19-027 enacted on June 26, 2019.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	No financial information or notices are required to be disclosed; not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	The Mobility Authority did not hold any "surplus revenue" in FY 2019, as that term is defined by §370.003(12) of the Transportation Code.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	Included as part of the FY 2019 annual audit. See certification below.	Included as part of the FY 2019 annual audit. See certification below.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	The Mobility Authority received an unqualified opinion for FY 2019 from an independent certified public accountant.	The FY 2019 annual audit was accepted by the Board of Directors (acting through its Audit Committee) by resolution 19-053 enacted October 30, 2019.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	The Mobility Authority submitted copies of the FY 2019 annual audit to Travis County and Williamson County.	The Mobility Authority provided to Travis County and Williamson County a copy of the FY 2019 audit accepted by resolution on October 31, 2019.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Work papers and reports are and will be retained for a minimum of four years.	

<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	The Mobility Authority promptly provides reports and information regarding its activities when requested by Travis County or Williamson County. There is no city that is a part of the Central Texas Regional Mobility Authority.	
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	The Mobility Authority will provide the Texas Department of Transportation access to all its operating and financial records when requested by the Department's executive director.	

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

RESOLUTION NO. 19-066

**AUTHORIZING GREAT PACIFIC SECURITIES TO PROVIDE
INVESTMENT SERVICES AND ENGAGE IN INVESTMENT TRANSACTIONS
WITH THE MOBILITY AUTHORITY**

WHEREAS, pursuant to Texas Government Code §2256.025, the Board is required to review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, Section 201.011(a) of the Mobility Authority Policy Code (“Policy Code”) provides that financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority shall be approved by a separate resolution adopted by the Board; and

WHEREAS, Section 201.011(b) – (d) of the Policy Code sets forth the requirements to become authorized to provide investment services and engage in investment transactions with the Mobility Authority; and

WHEREAS, by Resolution No. 19-015, dated March 27, 2019, the Board approved a list of firms authorized to provide investment services and engage in investment transactions with the Mobility Authority; and

WHEREAS, on or about September 10, 2019, Great Pacific Securities submitted an application to the Chief Financial Officer to be added to the list of firms authorized to provide investment services and engage in investment transactions with the Mobility Authority; and

WHEREAS, the Executive Director and Chief Financial Officer have reviewed Great Pacific Securities’ application, and have concluded that the firm meets the requirements of Policy Code 201.011 and is qualified to provide such services; and

WHEREAS, the Executive Director and Chief Financial Officer recommend that Great Pacific Securities be added to the Mobility Authority’s list of “Authorized Broker Dealers and Financial Institutions” as shown on Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED that Great Pacific Securities is hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority; and

BE IT FURTHER RESOLVED that Board approves the addition of Great Pacific Securities to the Mobility Authority's list of "Authorized Broker Dealers and Financial Institutions" as shown on Exhibit A hereto.

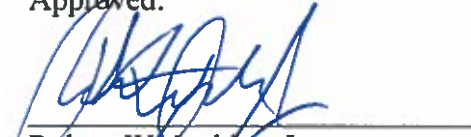
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoff Petrov, General Counsel

Approved:



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

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

RESOLUTION NO. 19-067

ACCEPT THE FINANCIAL STATEMENTS FOR OCTOBER 2019

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2019, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for October 2019, attached hereto as Exhibit A.

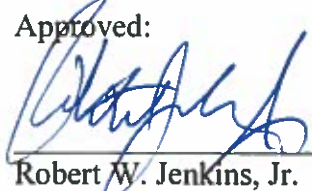
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	97,816,954	31,337,827	32.04%	25,368,288
Video Tolls	24,963,459	7,612,540	30.49%	6,589,343
Fee Revenue	7,589,784	2,973,779	39.18%	1,923,230
Total Operating Revenue	130,370,198	41,924,146	32.16%	33,880,861
Other Revenue				
Interest Income	4,000,000	1,968,001	49.20%	1,468,269
Grant Revenue	5,541,945	19,218	0.35%	-
Misc Revenue	2,000	-	-	37,200
Gain/Loss on Sale of Asset	-	11,117	-	-
Total Other Revenue	9,543,945	1,998,336	20.94%	1,505,469
TOTAL REVENUE	\$139,914,143	\$43,922,483	31.39%	35,386,329
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,469,989	1,255,783	28.09%	1,101,128
Salary Reserve	80,000	-	-	-
TCDRS	632,057	174,271	27.57%	147,403
FICA	204,345	44,353	21.70%	40,044
FICA MED	67,769	18,272	26.96%	16,043
Health Insurance Expense	510,761	132,764	25.99%	113,393
Life Insurance Expense	8,034	4,307	53.61%	1,237
Auto Allowance Expense	10,200	2,975	29.17%	2,975
Other Benefits	122,131	35,728	29.25%	21,783
Unemployment Taxes	2,823	-	-	60
Total Salaries and Benefits	6,108,109	1,668,454	27.32%	1,444,066

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	2,416	24.16%	2,452
Auditing	125,000	73,861	59.09%	74,000
Human Resources	40,000	551	1.38%	2,545
IT Services	307,700	14,171	4.61%	22,346
Internet	450	49	10.89%	2,150
Software Licenses	123,100	17,320	14.07%	16,353
Cell Phones	23,891	5,132	21.48%	4,175
Local Telephone Service	120,000	1,081	0.90%	2,502
Overnight Delivery Services	550	47	8.52%	15
Local Delivery Services	725	12	1.69%	12
Copy Machine	14,735	3,816	25.90%	4,910
Repair & Maintenance-General	14,200	4,064	28.62%	1,710
Community Meeting/ Events	12,000	-	-	-
Meeting Expense	14,750	4,681	31.73%	1,913
Public Notices	100	(9)	-9.00%	-
Toll Tag Expense	4,150	850	20.48%	752
Parking / Local Ride Share	2,800	552	19.72%	229
Mileage Reimbursement	8,300	925	11.15%	795
Insurance Expense	256,200	75,712	29.55%	64,458
Rent Expense	720,000	106,053	14.73%	187,650
Building Parking	27,000	6,149	22.77%	-
Legal Services	500,000	25,671	5.13%	805
Total Administrative and Office Expenses	2,325,651	343,103	14.75%	389,772
Office Supplies				
Books & Publications	5,000	-	-	1,162
Office Supplies	17,000	2,730	16.06%	2,066
Misc Office Equipment	10,250	2,783	27.15%	4,317
Computer Supplies	169,400	1,397	0.82%	1,017
Copy Supplies	3,000	565	18.85%	413
Other Reports-Printing	8,000	-	-	-
Office Supplies-Printed	5,250	1,399	26.65%	1,088
Misc Materials & Supplies	750	-	-	-
Postage Expense	850	112	13.15%	51
Total Office Supplies	219,500	8,986	4.09%	10,113

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	60,000	-	-	8,259
Website Maintenance	105,000	2,389	2.28%	14,874
Research Services	770,000	12,660	1.64%	(56,385)
Communications and Marketing	300,500	58,925	19.61%	52,281
Advertising Expense	755,000	77,111	10.21%	62,163
Direct Mail	10,000	-	-	-
Video Production	150,000	-	-	8,820
Photography	10,000	-	-	4,895
Radio	50,000	3,461	6.92%	-
Other Public Relations	140,000	-	-	21,475
Promotional Items	20,000	5,749	28.74%	-
Annual Report printing	6,500	-	-	2,728
Direct Mail Printing	30,000	-	-	-
Other Communication Expenses	56,204	11,346	20.19%	800
Total Communications and Public Relations	2,463,204	171,640	6.97%	119,911
Employee Development				
Subscriptions	4,725	414	8.76%	410
Agency Memberships	65,000	3,696	5.69%	3,978
Continuing Education	11,000	1,169	10.63%	250
Professional Development	31,500	155	0.49%	401
Other Licenses	800	80	10.00%	203
Seminars and Conferences	45,855	5,604	12.22%	4,940
Travel	130,810	48,624	37.17%	28,775
Total Employee Development	289,690	59,742	20.62%	38,957
Financing and Banking Fees				
Trustee Fees	52,000	33,600	64.62%	26,075
Bank Fee Expense	6,500	551	8.48%	1,846
Continuing Disclosure	15,000	134	0.89%	-
Arbitrage Rebate Calculation	10,000	9,250	92.50%	1,225
Rating Agency Expense	30,000	16,500	55.00%	16,000
Total Financing and Banking Fees	113,500	60,035	52.89%	45,146
Total Administrative	5,411,545	643,506	11.89%	603,900

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	294,000	16,599	5.65%	4,473
GEC-Financial Planning Support	285,000	6,457	2.27%	11,236
GEC-Toll Ops Support	1,498,223	29,797	1.99%	25,249
GEC-Roadway Ops Support	1,404,000	40,432	2.88%	100,630
GEC-Technology Support	1,028,000	294,747	28.67%	309,949
GEC-Public Information Support	325,000	21,719	6.68%	7,620
GEC-General Support	2,221,000	191,069	8.60%	150,740
General System Consultant	1,318,627	80,013	6.07%	72,201
Traffic Modeling	150,000	-	-	22,549
Traffic and Revenue Consultant	300,000	86,538	28.85%	22,450
Total Operations and Maintenance Consulting	8,823,850	767,371	8.70%	727,097
Roadway Operations and Maintenance				
Roadway Maintenance	4,400,000	791,069	17.98%	736,181
Maintenance Supplies-Roadway	237,000	-	-	17,476
Tools & Equipment Expense	1,500	459	30.61%	131
Gasoline	21,600	4,800	22.22%	5,483
Repair & Maintenance-Vehicles	4,000	2,661	66.52%	1,723
Electricity - Roadways	250,000	56,648	22.66%	46,001
Total Roadway Operations and Maintenance	4,914,100	855,637	17.41%	806,995
Toll Processing and Collection Expense				
Image Processing	3,392,460	298,372	8.80%	209,429
Tag Collection Fees	7,283,817	1,965,062	26.98%	3,463,337
Court Enforcement Costs	50,000	-	-	6,475
DMV Lookup Fees	999	268	26.80%	75
Total Processing and Collection Expense	10,727,276	2,263,702	21.10%	3,679,316

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,500	108	4.33%	-
Fire and Burglar Alarm	599	123	20.60%	123
Refuse	1,500	572	38.13%	383
Telecommunications	-	23,816	-	21,913
Water - Irrigation	10,000	1,930	19.30%	1,304
Electricity	2,500	59	2.35%	383
ETC spare parts expense	25,000	-	-	-
Repair & Maintenance Toll Equip	150,000	-	-	-
Law Enforcement	274,998	-	-	181,204
ETC Maintenance Contract	4,524,237	341,614	7.55%	341,614
ETC Toll Management Center System Operation	402,587	-	-	-
ETC Development	2,361,999	183,050	7.75%	-
ETC Testing	252,999	-	-	-
Total Toll Operations Expense	8,008,919	551,273	6.88%	546,926
Total Operations and Maintenance	32,474,145	4,437,983	13.67%	5,760,333
Other Expenses				
Special Projects and Contingencies				
HERO	150,000	36,957	24.64%	-
Special Projects	400,001	11,123	2.78%	-
71 Express Net Revenue Payment	4,500,000	1,145,572	25.46%	1,306,139
Technology Task Force	525,000	24,987	4.76%	34,283
Other Contractual Svcs	150,000	31,000	20.67%	31,198
Contingency	400,000	-	-	-
Total Special Projects and Contingencies	6,125,001	1,249,640	20.40%	1,371,620

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2019

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	771,625	288,257	37.36%	146,947
Amort Expense - Refund Savings	1,050,000	349,989	33.33%	344,845
Dep Exp- Furniture & Fixtures	2,620	871	33.25%	871
Dep Expense - Equipment	16,000	43,232	270.20%	5,333
Dep Expense - Autos & Trucks	40,500	9,914	24.48%	8,879
Dep Expense-Buildng & Toll Fac	176,800	58,916	33.32%	58,916
Dep Expense-Highways & Bridges	38,568,000	10,249,507	26.58%	7,937,786
Dep Expense-Toll Equipment	3,670,250	1,150,709	31.35%	707,085
Dep Expense - Signs	326,200	169,670	52.01%	109,694
Dep Expense-Land Improvemts	884,935	368,722	41.67%	294,978
Depreciation Expense-Computers	9,600	3,770	39.28%	3,955
Total Non Cash Expenses	45,516,530	12,693,558	27.89%	9,619,291
Total Other Expenses	51,641,531	13,943,198	27.00%	10,990,911
Non Operating Expenses				
Bond issuance expense	250,000	75,584	30.23%	75,584
Loan Fee Expense	75,000	-	-	13,500
Interest Expense	43,741,254	12,825,814	29.32%	10,821,154
CAMPO RIF Payment	-	3,000,000	-	2,000,000
Community Initiatives	325,000	7,000	2.15%	20,042
Total Non Operating Expenses	44,391,254	15,908,399	35.84%	12,930,281
TOTAL EXPENSES	\$140,026,584	\$36,601,539	26.14%	\$31,729,492
Net Income	(\$112,441)	\$7,320,943		3,656,838

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2019

	as of 10/31/2019		as of 10/31/2018	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 933,690		\$ 924,015	
Cash in TexStar	437,560		729,890	
Regions Payroll Account	285,571		51,097	
Restricted Cash				
Goldman Sachs FSGF 465	215,482,983		109,039,230	
Restricted Cash - TexSTAR	273,920,123		158,188,307	
Overpayments account	450,371		280,365	
Total Cash and Cash Equivalents		<u>491,510,298</u>		<u>269,212,903</u>
Accounts Receivable				
Accounts Receivable	2,776,451		1,141,083	
Due From Other Agencies	70,899		23,759	
Due From TTA	1,202,812		286,018	
Due From NTTA	996,330		625,021	
Due From HCTRA	1,215,919		975,222	
Due From TxDOT	1,782,279		871,425	
Interest Receivable	378,763		518,250	
Total Receivables		<u>8,423,453</u>		<u>4,440,779</u>
Short Term Investments				
Treasuries	59,758,572		24,891,016	
Agencies	30,076,852		154,569,164	
Total Short Term Investments		<u>89,835,423</u>		<u>179,460,180</u>
Total Current Assets		<u>589,769,175</u>		<u>453,113,861</u>
Total Construction in Progress		501,253,810		654,643,814
Fixed Assets (Net of Depreciation and Amortization)				
Computers	17,129		26,178	
Computer Software	4,023,141		866,817	
Furniture and Fixtures	9,148		11,761	
Equipment	6,290		14,039	
Autos and Trucks	57,240		50,639	
Buildings and Toll Facilities	4,888,346		5,054,783	
Highways and Bridges	1,191,168,641		889,848,580	
Toll Equipment	25,904,419		17,949,691	
Signs	13,653,739		10,526,775	
Land Improvements	8,559,093		9,444,027	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	167,759		126,990	
Total Fixed Assets		<u>1,336,604,550</u>		<u>1,022,069,885</u>
Other Assets				
Intangible Assets-Net	102,066,744		103,128,942	
2005 Bond Insurance Costs	4,003,280		4,216,788	
Prepaid Insurance	473,058		168,936	
Prepaid Expenses	-		275	
Deferred Outflows (pension related)	866,997		290,396	
Pension Asset	177,226		826,397	
Total Other Assets		<u>107,587,304</u>		<u>108,631,735</u>
Total Assets		<u><u>\$ 2,535,214,839</u></u>		<u><u>\$ 2,238,459,295</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2019

	as of 10/31/2019	as of 10/31/2018
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 174,192	\$ 101,160
Construction Payable	24,413,049	1,913,830
Overpayments	453,499	283,264
Interest Payable	19,564,259	17,267,300
Deferred Compensation Payable	-	142
TCDRS Payable	64,989	52,782
Due to other Agencies	14,606	4,035,586
Due to TTA	977,382	3,262,153
Due to NTTA	186,516	294,518
Due to HCTRA	89,826	147,542
Due to Other Entities	998,072	1,346,066
71E TxDOT Obligation - ST	2,868,712	2,876,305
Total Current Liabilities	49,805,102	31,580,649
Long Term Liabilities		
Compensated Absences	541,425	282,775
Deferred Inflows (pension related)	206,675	278,184
Long Term Payables	748,100	560,959
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	79,054,466	75,204,171
Senior Lien Revenue Bonds 2011	16,748,603	15,743,844
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	-
Sn Lien Rev Bnd Prem/Disc 2013	5,679,974	7,494,860
Sn Lien Revenue Bnd Prem 2015	19,182,009	20,378,514
Sn Lien Put Bnd Prem 2015	1,241,752	3,105,056
Senior lien premium 2016 revenue bonds	45,937,302	50,257,551
Sn Lien Revenue Bond Premium 2018	3,860,653	-
Total Senior Lien Revenue Bonds	1,078,059,759	1,037,673,996
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANs 2018	46,020,000	-
Sub Refunding 2013 Prem/Disc	1,240,643	1,675,523
Sub Refunding 2016 Prem/Disc	8,014,561	8,867,601
Sub Lien BANS 2018 Premium	1,146,455	-
Total Sub Lien Revenue Bonds	228,621,659	185,378,124
Other Obligations		
TIFIA Note 2015	291,049,610	147,176,122
TIFIA Note 2019	50,414	-
SIB Loan 2015	33,475,289	32,175,412
State Highway Fund Loan 2015	33,475,319	32,175,442
State 45SW Loan	63,252,642	40,080,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	17,000,000
Total Other Obligations	507,022,384	330,939,034
Total Long Term Liabilities	1,814,451,902	1,554,552,113
Total Liabilities	1,864,257,004	1,586,132,763

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2019

	as of 10/31/2019	as of 10/31/2018
	NET ASSETS	
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	542,482,826	527,515,628
Current Year Operations	7,272,618	3,608,513
Total Net Assets	<u><u>670,957,835</u></u>	<u><u>652,326,532</u></u>
Total Liabilities and Net Assets	<u><u>\$ 2,535,214,839</u></u>	<u><u>\$ 2,238,459,295</u></u>

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of October 31, 2019

Cash flows from operating activities:

Receipts from toll revenues	\$	41,816,847
Receipts from interest income		1,609,296
Payments to vendors		(18,732,782)
Payments to employees		(1,709,553)
Net cash flows provided by (used in) operating activities		22,983,809

Cash flows from capital and related financing activities:

Proceeds from notes payable		62,770,819
Receipts from Department of Transportation		(1,344,125)
Interest payments		(27,827,234)
Acquisitions of construction in progress		(44,601,759)
Net cash flows provided by (used in) capital and related financing activities		(11,002,300)

Cash flows from investing activities:

Purchase of investments		(162,354,993)
Proceeds from sale or maturity of investments		101,370,091
Net cash flows provided by (used in) investing activities		(60,984,901)
Net increase (decrease) in cash and cash equivalents		(49,003,392)
Cash and cash equivalents at beginning of period		241,560,543
Cash and cash equivalents at end of period	\$	192,557,151

Reconciliation of change in net assets to net cash provided by operating activities:

Operating income		\$ 20,186,977
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		12,343,569
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(1,344,125)
(Increase) decrease in prepaid expenses and other assets		(272,890)
(Decrease) increase in accounts payable		(5,180,544)
Increase (decrease) in accrued expenses		(2,749,177)
Total adjustments		2,796,832
Net cash flows provided by (used in) operating activities	\$	22,983,809

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents		\$ 1,669,632
Restricted cash and cash equivalents		190,887,518
Total	\$	192,557,151

INVESTMENTS by FUND

		Balance October 31, 2019		
Renewal & Replacement Fund				
TexSTAR	400,276.08		TexSTAR	274,357,682.85
Goldman Sachs	14,989.92		Goldman Sachs	190,981,052.05
Agencies/ Treasuries		415,266.00	Agencies & Treasury Notes	89,835,423.03
Grant Fund				\$ 555,174,157.93
TexSTAR	4,421,054.49			
Goldman Sachs	5,580,606.87			
Agencies/ Treasuries		-		
Senior Debt Service Reserve Fund				
TexSTAR	46,120,995.02			
Goldman Sachs	37,447,014.40			
Agencies/ Treasuries		-		
2010 Senior Lien DSF				
Goldman Sachs	6,209,692.69	6,209,692.69		
2011 Debt Service Acct				
Goldman Sachs	782,801.89	782,801.89		
2013 Sr Debt Service Acct				
Goldman Sachs	4,964,700.38	4,964,700.38		
2013 Sub Debt Service Account				
Goldman Sachs	3,598,364.61	3,598,364.61		
2015 Sr Capitalized Interest				
Goldman Sachs	-	25,118,858.50		
TexSTAR	25,118,858.50			
2015B Debt Service Account				
Goldman Sachs	1,151,135.72	1,151,135.72		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	7,645,004.60	7,645,004.60		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,465,370.07	1,465,370.07		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	6,935,753.45			
Agencies/ Treasuries		-	6,935,753.45	
Operating Fund				
TexSTAR	437,559.51			
TexSTAR-Trustee	2,012,901.69			
Goldman Sachs	289,629.95	2,740,091.15		
Revenue Fund				
Goldman Sachs	3,452,837.76	3,452,837.76		
General Fund				
TexSTAR	25,859,864.18			
Goldman Sachs	19,090,863.26	84,882,714.11		
Agencies/ Treasuries		39,931,986.67		
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,243,870.03			
Goldman Sachs	3,619,503.85	8,863,373.88		
71E Revenue Fund				
Goldman Sachs	11,534,678.92	11,534,678.92		
MoPac Revenue Fund				
Goldman Sachs	1,268,718.16	1,268,718.16		
MoPac General Fund				
Goldman Sachs	8,154,665.32	8,154,665.32		
MoPac Operating Fund				
Goldman Sachs	1,350,068.77	1,350,068.77		
MoPac Loan Repayment Fund				
Goldman Sachs	73,762.50	73,762.50		
2015B Project Account				
Goldman Sachs	40,757,672.49			
Agencies/ Treasuries		0.00		
TexSTAR	1,200,808.45	41,958,480.94		
2015 TIFIA Project Account				
Goldman Sachs	1,705,843.12			
TexSTAR	109,735,919.99			
Agencies/ Treasuries		49,903,436.36	161,345,199.47	
2011 Sr Financial Assistance Fund				
Goldman Sachs	0.01	13,631,756.38		
TexSTAR	13,631,756.37			
2018 Sr Lien Project Cap I				
Goldman Sachs	6,797,779.81	6,797,779.81		
2018 Sr Lien Project Account				
Goldman Sachs	4,931,537.04			
TexSTAR	40,173,818.54	45,105,355.58		
2018 Sub Lien Project Account				
Goldman Sachs	0.00	0.00		
2018 Sub Debt Service Account				
Goldman Sachs	620,084.16	620,084.16		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,554.57	50,554.57		
45SW Toll Revenue Fund				
Goldman Sachs	287,535.66	287,535.66		
45SW General Fund				
Goldman Sachs	515,995.48	515,995.48		
45SW Operating Fund				
Goldman Sachs	161,178.17	161,178.17		
45SW Project Fund				
Goldman Sachs	10,522,708.45	10,522,708.45		
		\$ 545,172,496.57		

CTRMA INVESTMENT REPORT

	Month Ending 10/31/19					Rate October	
	Balance 10/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 10/31/2019
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	13,610,359.80			21,396.57		13,631,756.37	1.8510%
2013 Sub Lien Debt Service Reserve	5,235,639.17			8,230.86		5,243,870.03	1.8510%
General Fund	25,819,274.23			40,589.95		25,859,864.18	1.8510%
Trustee Operating Fund	3,359,092.55	2,000,000.00		3,809.14	3,350,000.00	2,012,901.69	1.8510%
Renewal and Replacement	399,647.80			628.28		400,276.08	1.8510%
Grant Fund	4,414,115.16			6,939.33		4,421,054.49	1.8510%
Senior Lien Debt Service Reserve Fund	46,048,602.99			72,392.03		46,120,995.02	1.8510%
2015A Sr Ln Project Cap Interest	25,079,431.67			39,426.83		25,118,858.50	1.8510%
2015B Sr Ln Project	1,198,923.62			1,884.83		1,200,808.45	1.8510%
2015C TIFIA Project	109,563,677.23			172,242.76		109,735,919.99	1.8510%
2018 Sr Lien Project Account	40,110,761.21			63,057.33		40,173,818.54	1.8510%
	274,839,525.43	2,000,000.00		430,597.91	3,350,000.00	273,920,123.34	
Amount in TexStar Operating Fund	336,876.13	3,350,000.00		683.38	3,250,000.00	437,559.51	1.8510%
Goldman Sachs							
Operating Fund	259,911.47	2,031,697.10		428.85	2,002,407.47	289,629.95	1.7817%
45SW Project Fund	10,601,841.54			18,694.91	97,828.00	10,522,708.45	1.7817%
45SW Toll Revenue Fund	278,839.97	330,541.95		385.41	322,231.67	287,535.66	1.7817%
45SW General Fund	294,591.55	222,231.67		242.26	1,070.00	515,995.48	1.7817%
45SW Operating fund	98,588.32	100,000.00		81.88	37,492.03	161,178.17	1.7817%
2015B Project Account	40,738,670.10			19,002.39		40,757,672.49	1.7817%
2015C TIFIA Project Account	13,299,745.35			23,042.27	11,616,944.50	1,705,843.12	1.7817%
2011 Sr Financial Assistance Fund	0.01			0.00		0.01	1.7817%
2010 Senior DSF	5,565,327.33	635,693.41		8,671.95		6,209,692.69	1.7817%
2011 Senior Lien Debt Service Acct	781,509.98			1,291.91		782,801.89	1.7817%
2013 Senior Lien Debt Service Acct	4,129,936.06	828,625.46		6,138.86		4,964,700.38	1.7817%
2013 Sub Debt Service Reserve Fund	3,613,530.36			5,973.49		3,619,503.85	1.7817%
2013 Subordinate Debt Service Acct	2,996,279.15	597,628.76		4,456.70		3,598,364.61	1.7817%
2015B Debt Service Acct	865,283.57	284,658.21		1,193.94		1,151,135.72	1.7817%
2016 Sr Lien Rev Refunding Debt Service Account	6,464,687.38	1,170,602.87		9,714.35		7,645,004.60	1.7817%
2016 Sub Lien Rev Refunding Debt Service Account	1,152,951.68	310,770.60		1,647.79		1,465,370.07	1.7817%
2016 Sub Lien Rev Refunding DSR	6,924,306.10			11,447.35		6,935,753.45	1.7817%
2018 Sr Lien Project Cap I	6,786,561.69			11,218.12		6,797,779.81	1.7817%
2018 Sr Lien Project Account	5,216,834.69			8,618.40	293,916.05	4,931,537.04	1.7817%
2018 Sub Lien Project Account	3,710,484.53			13,279.01	3,723,763.54	0.00	1.7817%
2018 Sub Debt Service Account	466,073.78	153,367.34		643.04		620,084.16	1.7817%
2019 TIFIA Sub Lien Project Account	50,471.14			83.43		50,554.57	1.7817%
Grant Fund	5,571,396.00			9,210.87		5,580,606.87	1.7817%
Renewal and Replacement	14,965.18			24.74		14,989.92	1.7817%
Revenue Fund	3,768,563.76	11,578,926.43		5,132.88	11,899,785.31	3,452,837.76	1.7817%
General Fund	17,527,512.75	2,754,200.98		31,118.72	1,221,969.19	19,090,863.26	1.7817%
Senior Lien Debt Service Reserve Fund	37,401,300.46			45,713.94		37,447,014.40	1.7817%
71E Revenue Fund	10,812,368.26	780,169.70		16,861.69	74,720.73	11,534,678.92	1.7817%
MoPac Revenue Fund	1,291,673.26	1,576,216.18		2,039.83	1,601,211.11	1,268,718.16	1.7817%
MoPac General Fund	7,087,578.26	1,326,211.11		10,347.73	269,471.78	8,154,665.32	1.7817%
MoPac Operating Fund	1,370,173.29	275,000.00		2,005.00	297,109.52	1,350,068.77	1.7817%
MoPac Loan Repayment Fund	71,891.13	73,740.47		22.03	71,891.13	73,762.50	1.7817%
	199,213,848.10	25,030,282.24	0.00	268,733.74	33,531,812.03	190,981,052.05	
Amount in Fed Agencies and Treasuries							
Amortized Principal	89,770,137.88		65,285.15			89,835,423.03	
	89,770,137.88		65,285.15	0.00	0.00	89,835,423.03	
Certificates of Deposit							
Total in Pools	275,176,401.56	5,350,000.00		431,281.29	6,600,000.00	274,357,682.85	
Total in GS FSGF	199,213,848.10	25,030,282.24		268,733.74	33,531,812.03	190,981,052.05	
Total in Fed Agencies and Treasuries	89,770,137.88		65,285.15		0.00	89,835,423.03	
Total Invested	564,160,387.54	30,380,282.24	65,285.15	700,015.03	40,131,812.03	555,174,157.93	

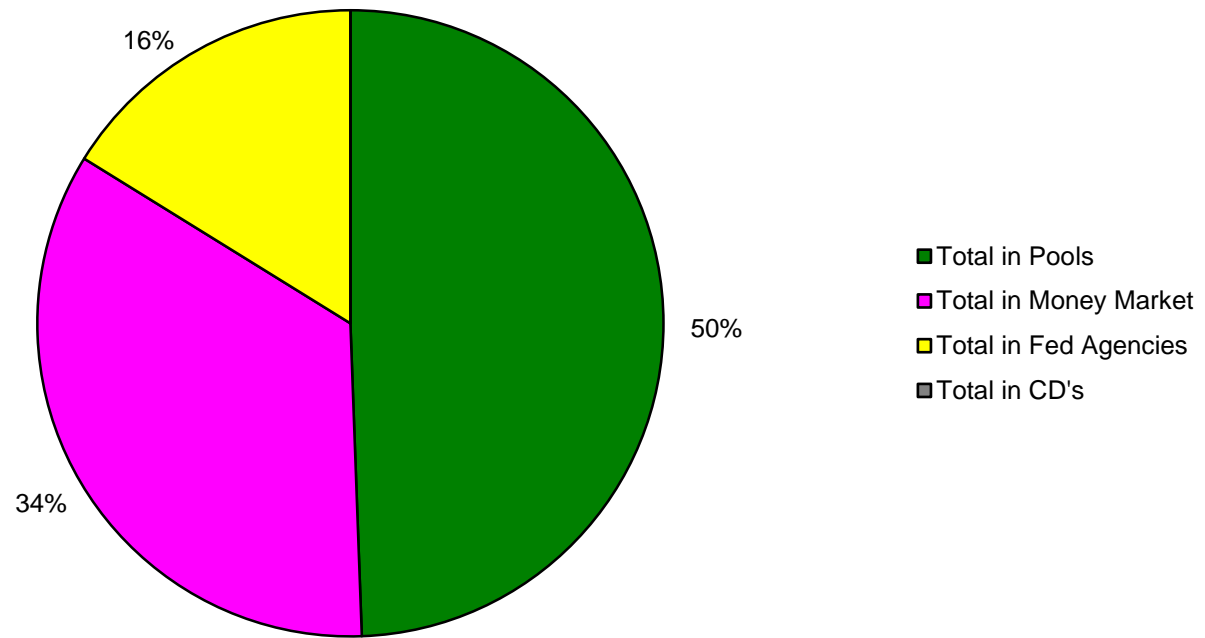
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

10/31/2019

Allocation of Funds



Amount of Investments As of October 31, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,161,894.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,931,986.67	19,993,453.00	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828UF5	49,525,228.76	49,903,436.36	49,960,937.50	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		89,321,188.76	89,835,423.03	90,116,284.50				

Agency	CUSIP #	COST	Cummulative Amortization	10/31/2019			Interest Income		
				Book Value	Maturity Value		Accrued Interest	Amortization	Interest Earned
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00		43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	136,026.67	19,931,986.67	20,000,000.00		25,000.00	17,003.33	42,003.33
US Treasury Note	912828UF5	49,525,228.76	378,207.60	49,903,436.36	50,000,000.00		46,875.00	48,281.82	95,156.82
		89,321,188.76	514,234.27	89,835,423.03	90,000,000.00		115,208.33	65,285.15	180,493.48

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	10/1/2019	Additions	Interest	Withdrawals	10/31/2019
Goldman Sachs	24,025,042.38		39,715.52	110,918.82	23,953,839.08

Campo Regional Infrastructure Fund

	Balance		Accrued		Balance
	10/1/2019	Additions	Interest	Withdrawals	10/31/2019
Goldman Sachs	7,117,794.75		11,766.47	-	7,129,561.22

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	10/1/2019	Additions	Interest	Withdrawals	10/31/2019



183 South Design-Build Project
Contingency Status
 October 31, 2019



Original Construction Contract Value: \$581,545,700

Total Project Contingency	\$47,860,000
----------------------------------	---------------------

Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	CO#17 Boggy Creek Turnaround	\$2,365,876
	Others Less than \$300,000 (6)	\$1,228,917
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$5,885,337
	Change Orders Under Negotiation	\$6,620,000
Potential Contractual Obligations	\$20,510,000	

(-) Total Obligations	\$33,015,337
------------------------------	---------------------

Remaining Project Contingency	\$14,844,663
--------------------------------------	---------------------



**SH 45SW Construction
Contingency Status**
October 31, 2019



Original Construction Contract Value: \$75,103,623

Total Project Contingency		\$ 7,520,000
Obligations	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	CO #23 Addressed and Mitigate Excessive and Oversized Boulders Encountered on Project	\$ 1,570,581
	CO #24 Additional Landscape; Monument Lighting Interpretive Signs; Additional Wayfinder	\$ 568,550
	Total of Others Less than \$300,000 (23)	\$ 359,888
	Executed Change Orders	\$ 3,496,403
	Change Orders in Negotiations	\$ 22,822
	Potential Contractual Obligations	\$ 2,184,000
(-) Total Obligations		\$ 5,703,225
Remaining Project Contingency		\$ 1,816,776



290E Ph. III
Contingency Status
 October 31, 2019



Original Construction Contract Value: \$71,236,424

Total Mobility Authority Contingency	\$10,633,758
Total TxDOT Project Contingency	\$15,292,524

Obligations	Others Less than \$300,000 (1)	\$126,042
	Executed Change Orders	\$126,042
	Change Orders Under Negotiation	\$282,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,268,042
------------------------------	--------------------

Remaining Mobility Authority Contingency	\$8,420,910
Remaining TxDOT Contingency	\$15,236,961



MOPAC Misc. Construction
Financial Status
 October 31, 2019



Original Construction Contract Value: **\$ 4,583,280**

Change Orders		
	Total of Others Less than \$300,000 (12 Total, 8 Taken out of Contingency)	\$ 473,070
Executed Change Orders		\$ 473,070
Revised Construction Contract Value		\$ 5,056,349
Change Orders under Negotiation		\$ 149,010
Potential Construction Contract Value		\$ 5,205,360
Amount paid McCarthy through July 2019 draw (as of 7/31/2019)		\$ (4,491,614)
Potential Amount Payable to McCarthy		\$ 713,745



Monthly Newsletter - October 2019

Performance

As of October 31, 2019

Current Invested Balance	\$8,148,867,422.02
Weighted Average Maturity (1)	24 Days
Weighted Average Maturity (2)	107 Days
Net Asset Value	0.999957
Total Number of Participants	915
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$13,161,777.51
Management Fee Collected	\$413,225.97
% of Portfolio Invested Beyond 1 Year	10.61%
Standard & Poor's Current Rating	AAAm

October Averages

Average Invested Balance	\$8,109,181,255.76
Average Monthly Yield, on a simple basis	1.8510%
Average Weighted Average Maturity (1)*	24 Days
Average Weighted Average Maturity (2)*	109 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in October:

★City of Elkhart

★Harris County MUD No. 69

★Lohn ISD

Holiday Reminder

In observance of the **Veterans Day** holiday, **TexSTAR will be closed Monday, November 11, 2019**. All ACH transactions initiated on Friday, November 8th will settle on Tuesday, November 12th.

In observance of the **Thanksgiving Day** holiday, **TexSTAR will be closed Thursday, November 28, 2019**. All ACH transactions initiated on Wednesday, November 27th will settle Friday, November 29th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants.

Economic Commentary

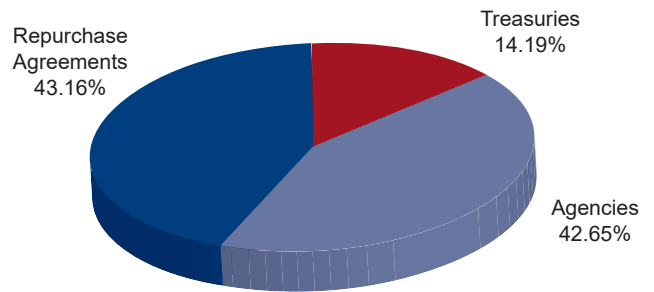
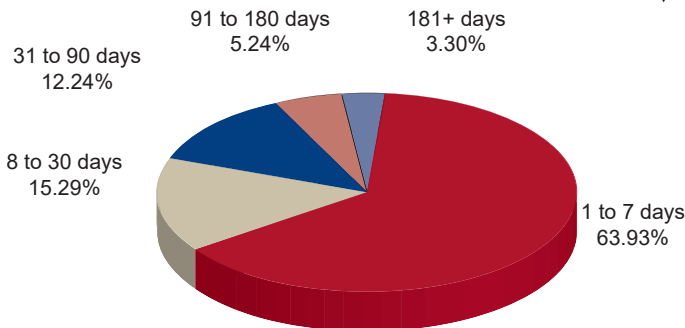
The Trump administration announced a "Phase One Trade Deal" in which China committed to significantly increase purchases of U.S. agricultural products, accelerate the opening of its financial sector, and allow for more transparency in its currency markets, in exchange for a suspension of the U.S. tariff increases set to go into effect on October 15th. The deal is expected to be signed in November. While financial markets welcomed the announcement of a potential trade agreement, data out of the U.S. continued to suggest that the U.S. economy is losing momentum. The weakness remains most pronounced in the manufacturing sector but the more concerning development of late, however, has been that the manufacturing weakness seems to be gradually seeping into the broader economy, with cracks beginning to appear in the U.S. consumer. Consumer confidence fell 0.4 points to 125.9 in October, and the pace of job growth has also been slowing. On the other hand, real GDP growth for the third quarter came in at 1.9% year over year, showing that the U.S. economy hadn't slowed as much as anticipated. Nonetheless, the slowing in economic momentum led the Federal Reserve to cut interest rates by 25 basis points for a third time this year, which should help lending conditions in the economy remain supportive. The U.S. earnings season for the third quarter of the year is well underway, with companies so far doing better than expected. However, U.S. companies continue to give lower guidance for next year's earnings, with the trade dispute an ongoing theme. With the U.S. and China embroiled in a trade war that is dragging down global manufacturing, and little hope of rescue by fiscal stimulus, all eyes are on the central banks and their willingness to offset the global downturn by returning to the aggressive policy tools seen early in the post-financial crisis world. The case for the Fed to continue easing policy is further bolstered by low inflation that is below the Fed's 2% target. Although Chair Powell indicated that the 75 bps of cuts so far this year were sufficient to offset the uncertainties caused by trade and allow the Fed to be data dependent going forward, we expect the Fed to cut rates again in early 2020, bringing the range on the fed funds rate to 1.25%-1.50%.

This information is an excerpt from an economic report dated October 2019 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

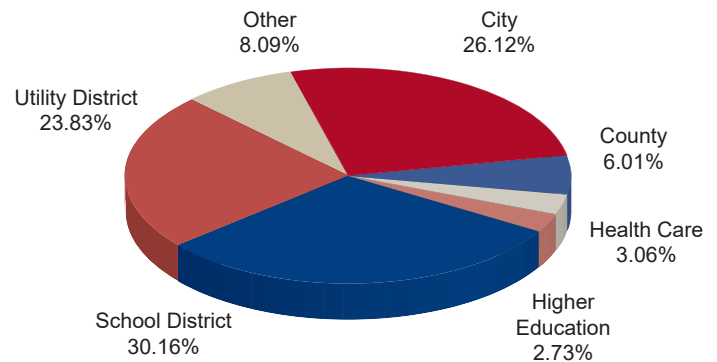
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of October 31, 2019



Portfolio by Maturity As of October 31, 2019



Distribution of Participants by Type As of October 31, 2019

Historical Program Information

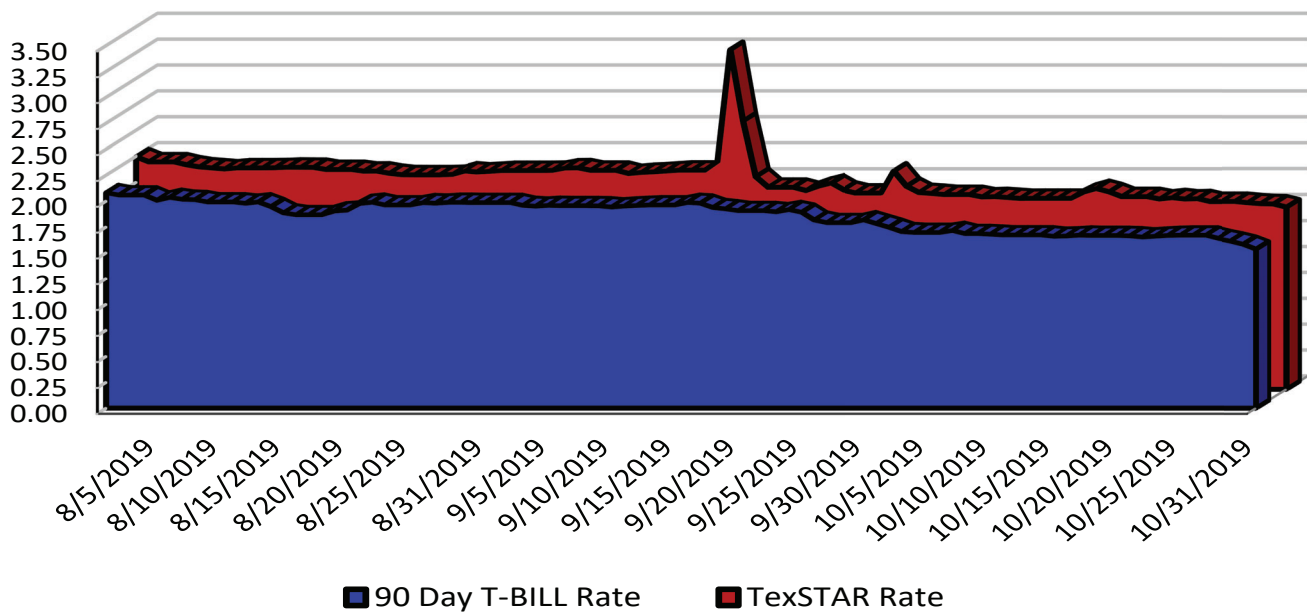
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 19	1.8510%	\$8,148,867,422.02	\$8,148,521,034.89	0.999957	24	109	915
Sep 19	2.1065%	7,801,760,097.32	7,801,464,171.79	0.999962	22	113	912
Aug 19	2.1258%	8,162,241,291.21	8,162,120,700.72	0.999955	22	104	909
Jul 19	2.3883%	8,182,604,967.44	8,182,476,436.15	0.999984	13	92	908
Jun 19	2.3790%	8,072,061,682.23	8,072,222,027.73	1.000019	19	103	906
May 19	2.4048%	8,251,300,232.20	8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886

Portfolio Asset Summary as of October 31, 2019

	Book Value	Market Value
Uninvested Balance	\$ 530.13	\$ 530.13
Accrual of Interest Income	6,690,987.65	6,690,987.65
Interest and Management Fees Payable	(13,179,238.61)	(13,179,238.61)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,520,105,999.78	3,520,105,999.78
Government Securities	4,635,249,143.07	4,634,902,755.94
Total	\$ 8,148,867,422.02	\$ 8,148,521,034.89

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

Daily Summary for October 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
10/1/2019	1.9596%	0.000053689	\$7,985,601,632.14	0.999946	17	108
10/2/2019	1.8976%	0.000051989	\$8,107,611,954.09	0.999965	16	107
10/3/2019	1.8891%	0.000051756	\$8,125,925,728.53	0.999977	16	106
10/4/2019	1.8783%	0.000051461	\$8,071,626,014.25	0.999980	23	111
10/5/2019	1.8783%	0.000051461	\$8,071,626,014.25	0.999980	23	111
10/6/2019	1.8783%	0.000051461	\$8,071,626,014.25	0.999980	23	111
10/7/2019	1.8549%	0.000050818	\$8,097,721,600.57	0.999971	23	112
10/8/2019	1.8582%	0.000050910	\$8,134,088,684.81	0.999979	26	114
10/9/2019	1.8497%	0.000050677	\$8,119,266,770.72	0.999976	26	115
10/10/2019	1.8407%	0.000050430	\$8,165,475,345.08	0.999974	26	114
10/11/2019	1.8418%	0.000050459	\$8,191,814,457.56	0.999930	25	111
10/12/2019	1.8418%	0.000050459	\$8,191,814,457.56	0.999930	25	111
10/13/2019	1.8418%	0.000050459	\$8,191,814,457.56	0.999930	25	111
10/14/2019	1.8418%	0.000050459	\$8,191,814,457.56	0.999930	25	111
10/15/2019	1.9017%	0.000052102	\$8,185,454,885.73	0.999941	26	110
10/16/2019	1.9362%	0.000053046	\$8,152,183,615.79	0.999953	26	112
10/17/2019	1.9044%	0.000052176	\$8,164,624,521.64	0.999949	25	111
10/18/2019	1.8581%	0.000050907	\$8,119,553,778.95	0.999940	24	110
10/19/2019	1.8581%	0.000050907	\$8,119,553,778.95	0.999940	24	110
10/20/2019	1.8581%	0.000050907	\$8,119,553,778.95	0.999940	24	110
10/21/2019	1.8348%	0.000050268	\$8,099,265,822.53	0.999934	24	110
10/22/2019	1.8482%	0.000050636	\$8,087,513,933.86	0.999944	24	109
10/23/2019	1.8346%	0.000050262	\$8,105,181,962.48	0.999928	24	109
10/24/2019	1.8381%	0.000050360	\$8,109,311,078.36	0.999917	24	104
10/25/2019	1.8099%	0.000049585	\$8,082,459,077.12	0.999920	24	104
10/26/2019	1.8099%	0.000049585	\$8,082,459,077.12	0.999920	24	104
10/27/2019	1.8099%	0.000049585	\$8,082,459,077.12	0.999920	24	104
10/28/2019	1.7979%	0.000049258	\$8,012,242,655.88	0.999918	25	107
10/29/2019	1.7884%	0.000048997	\$8,007,626,703.19	0.999940	25	110
10/30/2019	1.7857%	0.000048922	\$7,988,480,169.97	0.999913	25	110
10/31/2019	1.7552%	0.000048089	\$8,148,867,422.02	0.999957	24	107
Average	1.8510%	0.000050712	\$8,109,181,255.76		24	109



TexSTAR Participant Services
1201 Elm Street, Suite 3500
Dallas, TX 75270
1-800-839-7827

TexSTAR Board Members

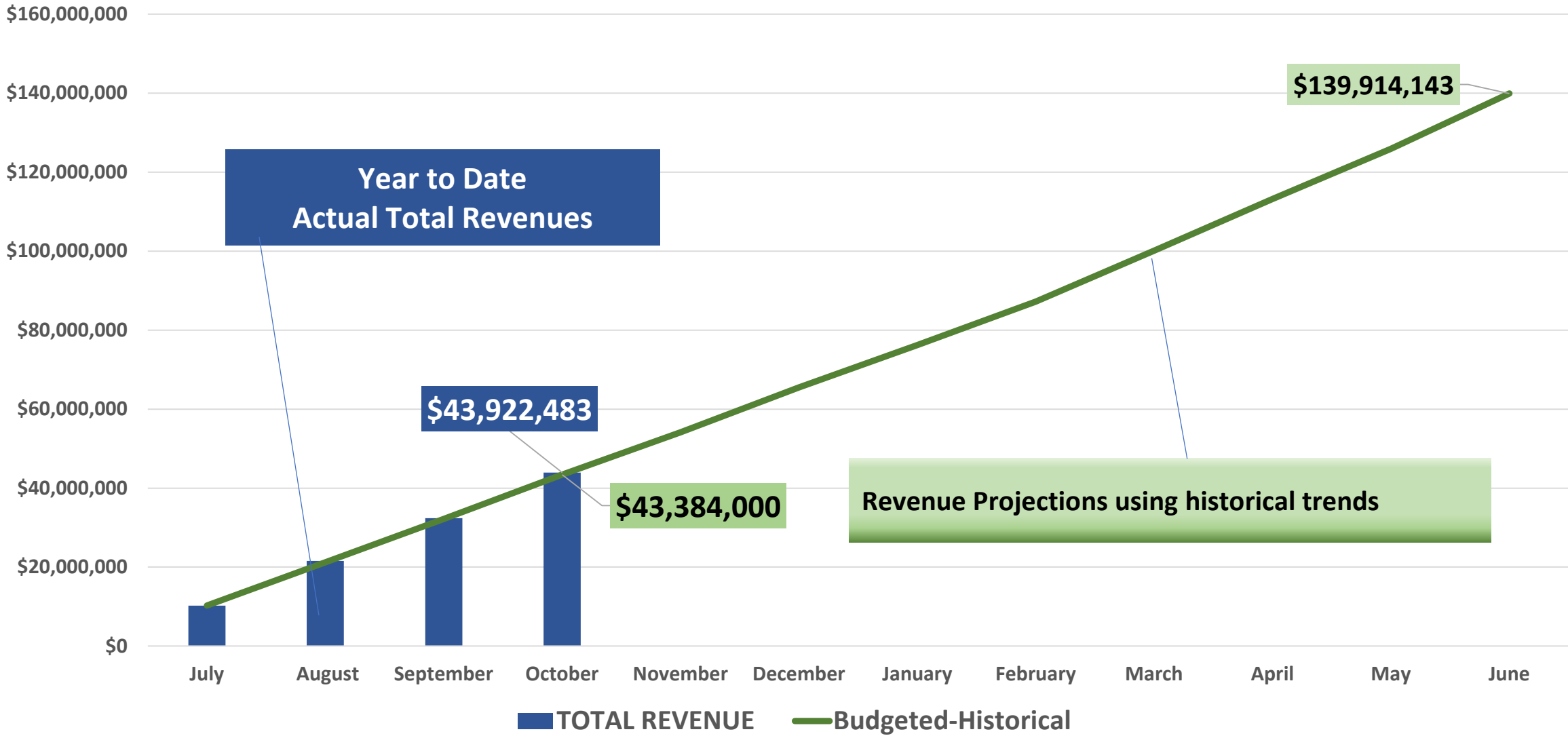
William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas.
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	Qualified Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water District/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board



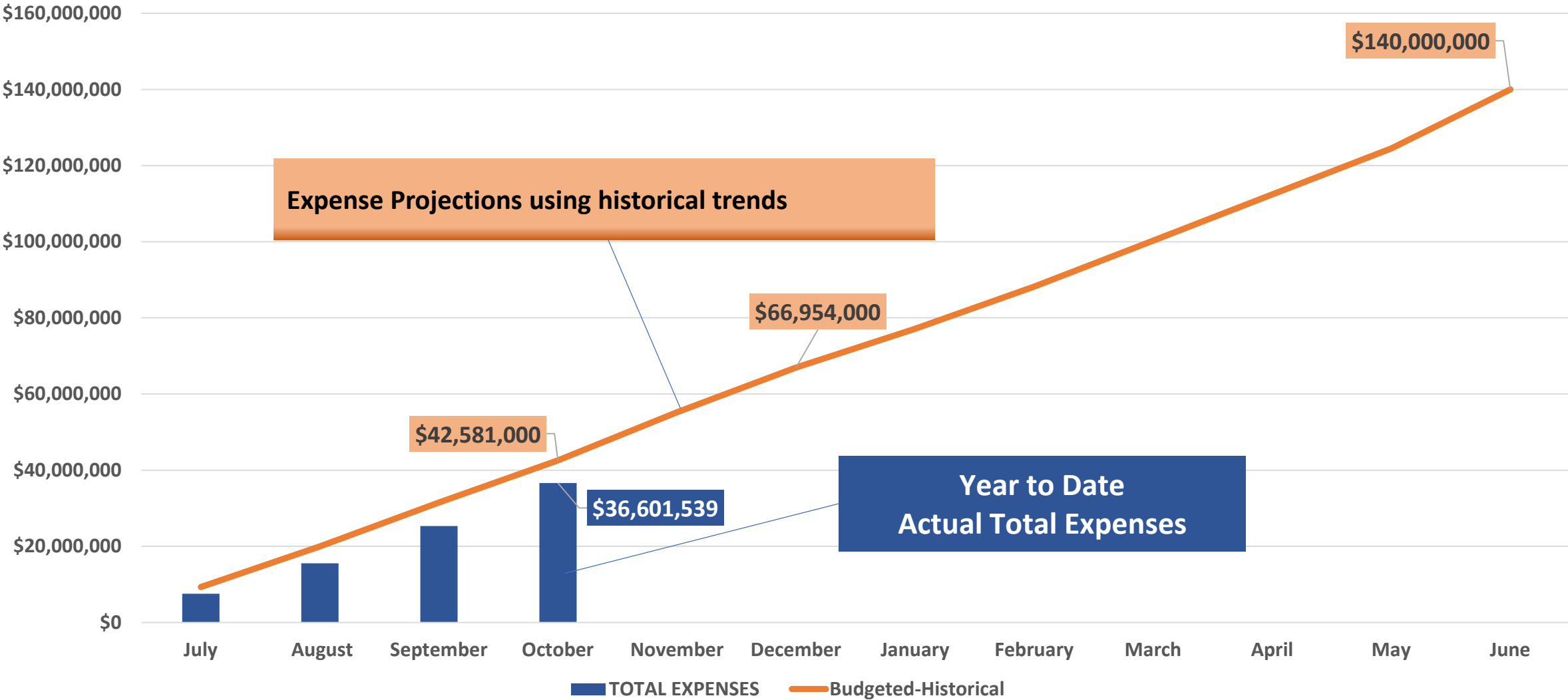
The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 1201 Elm Street, Suite 3500, Dallas, Texas 75270, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results.

Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

Actual vs Budgeted Revenue



Actual vs Budgeted Expenses



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

RESOLUTION NO. 19-068

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (I) SENIOR LIEN REVENUE BONDS, SERIES 2020A, AND (II) SENIOR LIEN REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B (COLLECTIVELY, THE "2020 OBLIGATIONS"), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE TWENTY-FIRST SUPPLEMENTAL TRUST INDENTURE; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE 2020 OBLIGATIONS AND THE FORM OF EACH OF THE 2020 OBLIGATIONS; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF ONE OR MORE PURCHASE CONTRACTS PERTAINING TO THE 2020 OBLIGATIONS AND THE EXECUTION AND DELIVERY OF SUCH PURCHASE CONTRACTS; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF THE 2020 OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT;

WHEREAS, the Central Texas Regional Mobility Authority (the "Authority") has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code (the "Act"), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing and refinancing all or a portion of the cost of the acquisition, construction, improvement, extension or

expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the "Master Indenture"), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the "Trustee"), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"), as supplemented by that certain (i) First Supplemental Trust Indenture (the "First Supplement"), Second Supplemental Trust Indenture (the "Second Supplement"), and Third Supplemental Trust Indenture (the "Third Supplement"), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the "Fourth Supplement"), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the "Fifth Supplement") and Sixth Supplemental Trust Indenture (the "Sixth Supplement"), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the "Seventh Supplement"), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the "Eighth Supplement") and the Ninth Supplemental Trust Indenture (the "Ninth Supplement"), each between the Authority and the Trustee and dated as of June 1, 2011; (vi) Tenth Supplemental Trust Indenture (the "Tenth Supplement") and Eleventh Supplemental Trust Indenture (the "Eleventh Supplement"), each between the Authority and the Trustee and dated as of May 1, 2013; (vii) Twelfth Supplemental Trust Indenture (the "Twelfth Supplement"), Thirteenth Supplemental Trust Indenture (the "Thirteenth Supplement"), Fourteenth Supplemental Trust Indenture (the "Fourteenth Supplement") and Fifteenth Supplemental Trust Indenture (the "Fifteenth Supplement"), each between the Authority and the Trustee and dated as of November 1, 2015; (viii) Sixteenth Supplemental Trust Indenture (the "Sixteenth Supplement"), between the Authority and the Trustee and dated as of June 1, 2016; (ix) Seventeenth Supplemental Trust Indenture (the "Seventeenth Supplement") between the Authority and the Trustee and dated as of August 1, 2016; (x) Eighteenth Supplemental Trust Indenture (the "Eighteenth Supplement") and Nineteenth Supplemental Trust Indenture (the "Nineteenth Supplement"), between the Authority and the Trustee and dated as of November 1, 2018; and (xi) Twentieth Supplemental Trust Indenture (the "Twentieth Supplement"), between the Authority and the Trustee and dated as of March 1, 2019 (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement, the Fifteenth Supplement, the Sixteenth Supplement, the Seventeenth Supplement, the Eighteenth Supplement, the Nineteenth Supplement and the Twentieth Supplement is referred to herein as the "Indenture"); and

WHEREAS, Sections 301, 302, 706 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and any other matters and things relative to the issuance of such Obligations that are not inconsistent with or in conflict with the

Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act, Chapter 1371, Texas Government Code, as amended, and, with respect to the 2020B Taxable Senior Lien Bonds (as hereinafter defined), Chapter 1207, Texas Government Code, as amended, the Board of Directors (the "Board") of the Authority has determined to issue its Additional Senior Lien Obligations designated as its Senior Lien Revenue Bonds, Series 2020A (the "2020A Senior Lien Bonds"), and Senior Lien Revenue Refunding Bonds, Taxable Series 2020B (the "2020B Taxable Senior Lien Bonds" and, together with the 2020A Senior Lien Bonds, the "2020 Obligations"), pursuant to the Master Indenture and a Twenty-First Supplemental Trust Indenture (the "Twenty-First Supplement"), dated as of the date specified in one or more Award Certificates (as hereinafter defined), between the Trustee and the Authority, for the purposes specified herein, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has determined to refund and redeem, with a portion of the proceeds of the 2020B Taxable Senior Lien Bonds, all or a portion of the Authority's Outstanding Senior Lien Revenue Refunding Bonds, Series 2013A (the "2013A Refunded Bonds"); and

WHEREAS, the Board has been presented with and examined proposed forms of the Twenty-First Supplement and an escrow agreement and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the 2020 Obligations and to authorize the execution and delivery of such documents; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, as provided herein, and to make such determinations and findings as may be required by the Twenty-First Supplement and to carry out the purposes of this Resolution and execute one or more Award Certificates setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; and

WHEREAS, the Board desires to authorize the execution and delivery of the Twenty-First Supplement providing for the issuance of and setting forth the terms and provisions relating to the 2020 Obligations to be issued as Additional Senior Lien Obligations, and the pledge and security therefor, in the substantially final form of the Twenty-First Supplement; and

WHEREAS, the 2020 Obligations shall be issued as Additional Senior Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and the Twenty-First Supplement; and

WHEREAS, the Board desires to approve, ratify and confirm the preparation and distribution of a preliminary official statement and an official statement relating to the offering and sale of the 2020 Obligations; and

WHEREAS, the Board desires to provide for the issuance of the 2020 Obligations in accordance with the requirements of the Master Indenture and the Twenty-First Supplement, and to authorize the execution and delivery of the 2020 Obligations and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Purchase Contracts (the "Purchase Contracts" or "Purchase Contract" as applicable), between the Authority and the underwriters named therein relating to the 2020 Obligations, as determined by the Authorized Officer (as hereinafter defined) in an Award Certificate relating thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the Twenty-First Supplement.

(a) The Board has found and determined that the 2020 Obligations may be issued in part as one or more series of Additional Senior Lien Obligations, as designated by the Authorized Officer in one or more Award Certificates (the "Award Certificates" or "Award Certificate," as applicable), and as Long-Term Obligations.

(b) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(c) The Board hereby finds and determines that the issuance of the 2020 Obligations is in the best interest of the Authority.

ARTICLE II

ISSUANCE OF 2020 OBLIGATIONS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of 2020 Obligations; Approval of Twenty-First Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2020 Obligations in accordance with the terms of this Resolution, the Master Indenture and the Twenty-First Supplement, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Twenty-First Supplement being hereby authorized and

approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute the Twenty-First Supplement and the Secretary of the Board is hereby authorized to attest the signature of the Authorized Officer.

Section 2.2. The Issuance of the 2020 Obligations. The issuance, execution and delivery of the 2020 Obligations, which shall be issued in the aggregate principal amounts, in one or more series and bearing interest in accordance with the terms of the Twenty-First Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) refund all or a portion of the 2013A Refunded Bonds, (ii) pay or refinance Costs of the SH 45 Southwest Project (as defined and described in the Twenty-First Supplement), (iii) make deposits to a reserve fund, and (iv) pay the costs of issuance for the 2020 Obligations, all pursuant to and in accordance with the Master Indenture and the Twenty-First Supplement, are hereby authorized and approved.

ARTICLE III

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 3.1. Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to act as an authorized officer (the "Authorized Officer") on behalf of the Board and to perform all acts authorized and required of an Authorized Officer set forth in this Resolution and the Twenty-First Supplement. The Authorized Officer is hereby authorized and directed to execute one or more Award Certificates setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the Twenty-First Supplement.

Section 3.2. Delegation of Authority. The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, the dated date for the Twenty-First Supplement, the dated dates for the 2020 Obligations, the method of sale for the 2020 Obligations, the prices at which the 2020 Obligations will be sold, any different or additional designation or title of each series of the 2020 Obligations, the principal amounts and maturity dates therefor, the per annum interest rates for the 2020 Obligations, the aggregate principal amount of 2020 Obligations to be issued as Senior Lien Obligations, the respective aggregate principal amounts of the 2020A Senior Lien Bonds and 2020B Taxable Senior Lien Bonds, the redemption provisions, dates and prices for the 2020 Obligations, the final forms of the 2020 Obligations and such other terms and provisions that shall be applicable to the 2020 Obligations, to select the 2013A Refunded Bonds to be refunded, to designate an escrow agent in connection with the 2013A Refunded Bonds, to approve the form and substance of an escrow agreement in connection with the 2013A Refunded Bonds, to designate the underwriters of the 2020 Obligations to approve the form and substance of one or more Purchase Contracts providing for the sale of the 2020 Obligations, to authorize and approve the forms of a preliminary official statement and a final official statement and to make such findings and determinations as are otherwise authorized herein or as may be required by the Twenty-First

Supplement to carry out the purposes of this Resolution and to execute one or more Award Certificates setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the 2020A Senior Lien Bonds to be issued shall not exceed \$70,000,000; and
- (ii) the aggregate principal amount of the 2020B Taxable Senior Lien Bonds to be issued shall not exceed \$140,000,000; and
- (iii) the 2020 Obligations shall not bear interest at an initial true interest rate greater than 5%; and
- (iv) the 2020 Obligations shall mature not later than January 1, 2049; and
- (v) the refunding of the 2013A Refunded Bonds shall result in a net present value savings of not less than 5% of the principal amount of the 2013A Refunded Bonds being refunded;

all based on bond market conditions and available rates for the 2020 Obligations on the date of sale of the 2020 Obligations and on the terms, conditions and provisions negotiated by the Authority for the issuance, sale and delivery of 2020 Obligations.

(b) The 2020 Obligations may be issued as one or more series of 2020 Obligations, all as specified in the Award Certificates.

Section 3.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article IV of this Resolution shall expire at 5:00 p.m. Central Time on November 15, 2020, unless otherwise extended by the Board by separate Resolution. Any 2020 Obligations, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on November 15, 2020, may be delivered to the initial purchaser(s) thereof after such date.

ARTICLE IV

APPROVAL OF SALE OF 2020 OBLIGATIONS

Section 4.1. Approval of Sale of 2020 Obligations. The sale of the 2020 Obligations in the aggregate principal amounts, bearing interest at the rates and at the prices set forth in one or more Purchase Contracts between the Authority and the underwriters named therein, all as determined by the Authorized Officer on the date of sale of the 2020 Obligations, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver such Purchase Contracts on behalf of the Authority providing for the sale of the 2020 Obligations in such form as determined by the Authorized Officer, to be dated as of the date of its execution and delivery by the Authority and the underwriters named therein. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of such

Purchase Contracts and to approve and to execute and deliver such Purchase Contracts on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 4.2. Sale on Best Terms Available. The 2020 Obligations shall be sold at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of each series of the 2020 Obligations. The Authorized Officer is hereby authorized and directed to make such findings and determinations in the Award Certificates regarding the terms of the sale of the 2020 Obligations and the benefit of such sale to the Authority.

ARTICLE V APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION

Section 5.1. Approval of Escrow Agreement. To provide for the security and investment of a portion of the proceeds of the 2020B Taxable Senior Lien Bonds until such time as such proceeds are to be paid to the registered owners of the 2013A Refunded Bonds, the Authority hereby approves the form and substance of an escrow deposit agreement, substantially in the form of the Escrow Agreement (the “Escrow Agreement”), between the Authority and Regions Bank, as escrow agent (the “Escrow Agent”), dated as of the date set forth in an Award Certificate, a draft of which was presented to the Board and its counsel, the form, terms and provisions of such Escrow Agreement being hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement in the name and on behalf of the Authority, with such changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by such Authorized Officer’s execution thereof.

Section 5.2. Notice of Redemption to Owners of Refunded Bonds. The Board hereby authorizes and calls for the redemption of the 2013A Refunded Bonds on the dates and at the prices determined by the Authorized Officer and set forth in the Award Certificates. The Authorized Officer shall cause notice of redemption to be given to the registered owners of such 2013A Refunded Bonds in accordance with the Master Indenture and the supplemental trust indenture to which such 2013A Refunded Bonds were issued.

ARTICLE VI APPROVAL OF OFFICIAL STATEMENT

Section 6.1. Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of the Preliminary Official Statement prepared in connection with the public offering of the 2020 Obligations, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of the Preliminary Official Statement in the marketing of the 2020 Obligations. The Authorized Officer is authorized to “deem final” the Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further

authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the "Official Statement"). The use thereof in the public offering and sale of the 2020 Obligations is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver the Official Statement in accordance with the terms of the Purchase Contracts. The Secretary of the Board is hereby authorized and directed to include and maintain copies of the Preliminary Official Statement and the Official Statement in the permanent records of the Authority.

ARTICLE VII

USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

Section 7.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the 2020 Obligations shall be used for the respective purposes set forth in and in accordance with the terms and provisions of the Twenty-First Supplement and the related Award Certificates. The deposit and application of the proceeds from the sale of the 2020 Obligations shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

Section 7.2. Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Indenture, the Twenty-First Supplement, the Award Certificates and the Purchase Contracts.

Section 7.3. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the 2020 Obligations in accordance with the terms of the Master Indenture and the Twenty-First Supplement as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

ARTICLE VIII

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 8.1. Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the 2020

Obligations as required by law, and to the Comptroller of Public Accounts of the State of Texas for registration. In connection with the submission of the record of proceedings for the 2020 Obligations to the Attorney General of the State of Texas for examination and approval of such 2020 Obligations, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The initial 2020 Obligations shall be delivered to the Trustee for delivery to the underwriters thereof against payment therefor and upon satisfaction of the requirements of the Indenture, the Twenty-First Supplement and the Purchase Contracts relating thereto.

Section 8.2. Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the 2020 Obligations and for all other Authority activities.

Section 8.3. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer, the Controller and the Authority's staff in connection with the issuance of the 2020 Obligations are hereby approved, ratified and confirmed.

Section 8.4. Authority to Invest Funds. The Executive Director, the Chief Financial Officer and the Controller are each hereby severally authorized on an ongoing basis to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Indenture and the Twenty-First Supplement with respect to the investment of proceeds of the 2020 Obligations and other funds of the Authority.

Section 8.5. Federal Tax Considerations. In addition to any other authority provided under this Resolution, each Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for each series of 2020 Obligations whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. Each Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

ARTICLE IX

GENERAL PROVISIONS

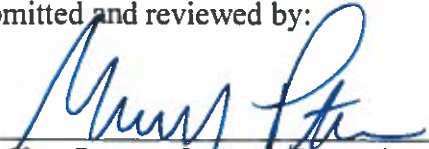
Section 9.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the

purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the 2020 Obligations herein authorized.

Section 9.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

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

RESOLUTION NO. 19-069

ADOPTING A TOLL RATE FOR THE 290E PHASE III TOLL PROJECT

WHEREAS, the 290E Phase III Toll Project Traffic Revenue Forecasts dated October 19, 2018 identified a proposed toll schedule for transponder customers using the 290E Phase III Toll when that project is completed and open to traffic; and

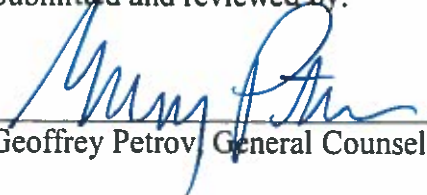
WHEREAS, the 290E Phase III Toll is anticipated to open to traffic in the first quarter of 2020; and

WHEREAS, the Executive Director recommends that the Board approve and adopt tolls for the 290E Phase III Toll that are consistent with the tolls identified in the 290E Phase III Toll Project Traffic Revenue Forecasts dated October 19, 2018.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby adopts the tolls identified in the 290E Phase III Toll Project Traffic Revenue Forecasts dated October 19, 2018, an excerpt of which is attached hereto as Exhibit A.

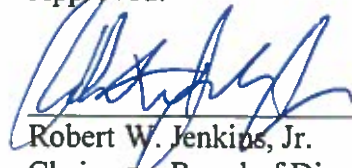
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

4.4 FUTURE TOLL RATES

The current and estimated future toll increases for 290E, 183A, SH 71 Express, and 183S, as shown in Table 4.7 through Table 4.10, are based on the current and projected annual CPI-U as shown earlier in Table 4.2. Vehicles having more than two axles will continue to pay a proportionately higher toll using the (n-1) formula. The surcharge of 33 percent for PBM transactions is assumed to continue throughout the forecast period. Recently approved changes to the PBM fees and toll surcharge, as discussed in Section 4.5, are expected to be revenue neutral such that the total revenues (toll plus fee) presented in Chapter 8 would remain the same.

To travel the entire 6.2-mile length of 290E today, the toll cost for a passenger car is \$1.72 using ETC or \$0.28 per mile. By 2040, the same full-length toll on this road would increase to \$3.08 for a per mile rate of \$0.50, as shown in Table 4.7. Tolls on the direct connectors from SH 130 (290E Phase III Project) would cost a passenger car \$0.61 using ETC in 2021 and will increase to \$1.02 in 2040.

Table 4.7: 290E Toll Schedule (Autos)

Toll Location	Payment Type	2016*	2017	2018	2020*	2030*	2040*
Direct Connectors to/from US 183	ETC	\$0.55	\$0.56	\$0.57	\$0.60	\$0.77	\$1.02
	PBM	\$0.73	\$0.75	\$0.76	\$0.80	\$1.02	\$1.36
Springdale Road Ramps	ETC	\$0.55	\$0.56	\$0.57	\$0.60	\$0.77	\$1.02
	PBM	\$0.73	\$0.75	\$0.76	\$0.80	\$1.02	\$1.36
Giles Lane Ramps	ETC	\$0.55	\$0.56	\$0.57	\$0.60	\$0.77	\$1.02
	PBM	\$0.73	\$0.75	\$0.76	\$0.80	\$1.02	\$1.36
Giles ML Plaza	ETC	\$1.10	\$1.12	\$1.15	\$1.20	\$1.55	\$2.06
	PBM	\$1.46	\$1.50	\$1.53	\$1.60	\$2.06	\$2.74
Harris Branch Pkwy Ramps	ETC	\$0.55	\$0.56	\$0.57	\$0.60	\$0.77	\$1.02
	PBM	\$0.73	\$0.75	\$0.76	\$0.80	\$1.02	\$1.36
Direct Connectors from SH 130	ETC					\$0.77	\$1.02
	PBM					\$1.02	\$1.36
Parmer ML Plaza	ETC	\$0.55	\$0.56	\$0.57	\$0.60	\$0.77	\$1.02
	PBM	\$0.73	\$0.75	\$0.76	\$0.80	\$1.02	\$1.36
Full Length Trip	Distance	6.2	6.2	6.2	6.2	6.2	6.2
	Rate per Mile	\$0.27	\$0.27	\$0.28	\$0.29	\$0.37	\$0.50
	Toll Cost (ETC)	\$1.65	\$1.68	\$1.72	\$1.80	\$2.32	\$3.08

Notes: (1) Rate per mile shown for a full-length trip is equal to the total toll cost divided by the distance.

(2) Toll cost for a full-length trip is equal to the sum of the Giles and Parmer mainline plaza tolls.

(3) The assumed annual escalation rates are as shown in Table 4.2.

(4) Toll rates shown for 2016, 2017, and 2018 are actual; toll rates shown for 2020, 2030 and 2040 are assumed based on the escalation rates shown in Table 4.2.

(5) Years shown with an asterisk (*) are model years.

(6) Toll rates shown for 2018 were approved by the Board at its meeting on December 13, 2017.

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

RESOLUTION NO. 19-070

**APPROVING A STIPEND AND AUTHORIZING ISSUANCE OF A
REQUEST FOR DETAILED PROPOSALS TO DEVELOP THE 183 NORTH
MOBILITY PROJECT UNDER A DESIGN-BUILD CONTRACT**

WHEREAS, the 183 North Mobility Project includes construction of two express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac, the addition of a fourth general purpose lane in each direction and connections from the 183 North Express Lanes to the MoPac Express Lanes, as well as new shared use path connections, new sidewalks, and cross-street connections for bicycles/pedestrians (the "Project"); and

WHEREAS, by Resolution No. 17-023, dated April 26, 2017, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate an approximately 8.0-mile section of managed lanes on U.S. 183 between SH 45 North and MoPac as part of the Project; and

WHEREAS, by Minute Order No. 115406, dated January 31, 2019, the Texas Transportation Commission approved the release of \$104.2 million in federal funding for the non-tolled portion of the Project; and

WHEREAS, Texas Transportation Code, Chapter 370, Subchapter K, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Mobility Authority Policy Code ("Policy Code") Chapter 4, Article 20, Subchapter A implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, on March 15, 2019, the Executive Director issued a Request for Qualifications ("RFQ") to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, by Resolution No. 19-043, dated July 24, 2019, the Board of Directors approved the selection of short-listed teams ("Proposers") qualified to receive draft Requests for Detailed Proposals ("RFDP") for a design-build contract to develop the Project; and

WHEREAS, draft RFDP documents were issued to the Proposers on August 9, 2019, with a subsequent revision issued on October 2, 2019; and

WHEREAS, Section 370.409 of the Transportation Code and Section 401.068 of the Policy Code provide for the payment by the Mobility Authority of a stipend to each unsuccessful Proposer that submits a responsive proposal to the RFDP, for work product contained in the proposal; and

WHEREAS, the stipend must be specified in the initial RFDP in an amount of at least two-tenths of one percent of the design-build contract amount, but may not exceed the value of the work product contained in the proposal to the Mobility Authority; and

WHEREAS, Mobility Authority staff have provided the Board with a copy of the RFDP proposed for issuance, including a stipend in the amount of two-tenths of one percent of the design-build contract amount as provided therein; and

WHEREAS, the design-build procurement process contemplates the issuance of various addenda to the RFDP; and

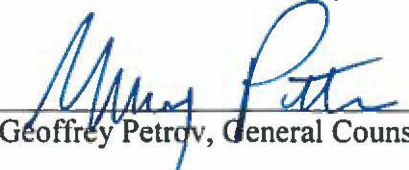
WHEREAS, the Executive Director recommends that the Board approve the proposed stipend amount and authorize issuance of the RFDP, including any addenda, to the Proposers.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the payment a stipend to the unsuccessful Proposers in the amount of two-tenths of one percent of the design-build contract amount as provided in the Request for Detailed Proposals; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to issue the Request for Detailed Proposals, including any addenda, to the Proposers.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by: _____



Geoffrey Petrov, General Counsel

Approved: _____



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

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

RESOLUTION NO. 19-071

**AMENDING MOBILITY AUTHORITY POLICY CODE
CHAPTER 3. ARTICLE 9, SUBCHAPTER A, SECTION 301.005 REGARDING
NEW INCENTIVE PROGRAMS AND PROMOTION EFFORTS**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is authorized under section 370.180 of the Texas Transportation Code to promote the use of a transportation project by appropriate means, including advertising or marketing as the Mobility Authority determines appropriate; and

WHEREAS, the Mobility Authority has previously implemented incentive periods upon the opening of a new toll project in order to encourage the use of interoperable transponders by its customers; and

WHEREAS, the cost to the Mobility Authority of collecting Pay By Mail tolls is substantial and continues to increase; and

WHEREAS, in an effort to reduce the costs and risks associated with collecting Pay By Mail tolls, the Mobility Authority staff has developed a Toll Payment Account Incentive Program to encourage customers to create pre-registered toll payment accounts; and

WHEREAS, the Executive Director recommends amending the Mobility Authority Policy Code by adopting a revised Chapter 3, Article 9, Subchapter A, Section 301.005 regarding Incentive Programs and Promotional Efforts in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Mobility Authority hereby amends the Mobility Authority Policy Code by adopting a revised Chapter 3, Article 9, Subchapter A, Section 301.005 regarding Incentive Programs and Promotional Efforts in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that prior to the implementation of a Toll Payment Account Incentive Program, the Board of Directors must determine whether such Program serves a public purpose, furthers the mission of the Mobility Authority, and will result in a net benefit to the Mobility Authority.

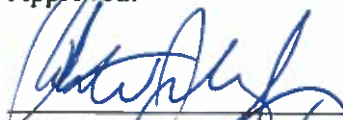
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

Approved:



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

Exhibit A

301.005 Incentive Programs and Promotion Efforts

(a) A primary objective of the authority's communication and marketing program is to encourage enrollment of as many customers as possible in interoperable pre-registered toll account programs. In order to fulfill this objective, the authority may implement an incentive program in a manner described in subsections (b) and (c).

(b) During the initial start-up phase of tolling on a particular project, the executive director may implement an incentive program for customers which may include:

(1) incentives associated with each new toll project for a temporary period not to exceed 90 days from project opening to encourage usage; and

(2) other discounts for transponder users which increase the differential from the toll amount paid by Pay By Mail toll customers and encourage increased transponder usage.

(c) Upon a finding by the board that a toll payment account incentive program will serve a public purpose, further the mission of the authority, and result in a net benefit to the authority, the board may authorize the implementation of a toll payment account incentive program for defined periods which may include:

(1) an introductory discounted toll rate or a one-time credit for first-time pre-registered transponder account customers establishing a transponder account with a private party meeting the qualifications under subsection (g) or a public toll agency; and

(2) an introductory discounted toll rate or a one-time credit for first-time pre-registered license plate-based account customers.

(d) A program authorized under subsection (c)(1) may include either:

(1) a reduced toll rate of up to 50% of the standard transponder rate for up to 30 days following the verification under subsection (f); or

(2) if using a public toll agency transponder, a credit to the customer's transponder account of up to \$10.00.

(e) A program authorized under subsection (c)(2) may include either:

(1) a reduced toll rate of up to 50% of the standard Pay By Mail rate for up to 30 days following the verification under subsection (f); or

(2) a credit to the customer's newly-created pre-registered license plate-based account of up to \$10.00.

(f) The authority shall verify that customers enrolling in a program authorized under subsection (c) did not previously have a pre-registered toll payment account and that the customer does not have any outstanding authority Pay By Mail bills.

(g) The authority shall offer an open application process to private party transponder providers to qualify in order for its customers to be able to enroll in a program authorized under subsection (c)(1). In addition to other qualification requirements set by the authority, the authority shall require that the private party provider be able to process and pay toll transactions through the Central United States Interoperability Hub and operates an existing customer service/call center that is able to distribute toll transponders, address billing issues, and otherwise be responsive to customer inquiries.

(h) To the extent permitted by the authority's governing law, and upon a finding by the board that an agreement under this subsection (h) will serve a public purpose, further the mission of the authority, and result in a net benefit to the authority, the authority may enter into agreements with a private party transponder provider that meets the qualification requirements under subsection (g) to use the provider's logos and/or promotional materials on the authority's website, on social media posts, through direct mail, on bill inserts, in newsletters and on other communication resources such as roadway signs. The agreement may allow the qualified private party provider to use the authority logo, toll shields or other marketing material to promote the private party provider's pre-registered toll payment account services.

Policy Code Change Comparison Document

301.005 ~~Discounts~~Incentive Programs and ~~Incentives~~Promotion Efforts

~~(a)~~ (a) A primary objective of the authority's communication and marketing ~~and public information~~ program is to encourage enrollment of as many customers as possible in interoperable transponder pre-registered toll account programs. ~~Transponder programs that are interoperable with In order to fulfill this objective, the authority's facilities are listed on the authority's website. The board will determine appropriate introductory and marketing activities on a project-by-project basis by separate resolution, which may include, but not be limited to, those~~authority may implement an incentive program in a manner described in ~~subsection~~subsections (b) and (c).

~~(b)~~ (b) During the initial start-up phase of tolling on a particular project, ~~incentives to the executive director may implement an incentive program for~~ customers ~~may be offered depending on the level of toll tag enrollment, such as the following discounts and incentives~~which may include:

(1) ~~The authority may offer~~ incentives associated with each new toll project ~~that is opened for a temporary period not to exceed 90—days from project opening~~ to encourage ~~ridership usage; and~~

(2) ~~The authority may offer~~other discounts for transponder users which increase the differential from the toll amount paid by Pay By Mail toll customers: ~~and encourage increased transponder usage.~~

(c) Upon a finding by the board that a toll payment account incentive program will serve a public purpose, further the mission of the authority, and result in a net benefit to the authority, the board may authorize the implementation of a toll payment account incentive program for defined periods which may include:

(1) an introductory discounted toll rate or a one-time credit for first-time pre-registered transponder account customers establishing a transponder account with a private party meeting the qualifications under subsection (g) or a public toll agency; and

(2) an introductory discounted toll rate or a one-time credit for first-time pre-registered license plate-based account customers.

(d) A program authorized under subsection (c)(1) may include either:

(1) a reduced toll rate of up to 50% of the standard transponder rate for up to 30 days following the verification under subsection (f); or

(2) if using a public toll agency transponder, a credit to the customer's transponder account of up to \$10.00.

(e) A program authorized under subsection (c)(2) may include either:

(1) a reduced toll rate of up to 50% of the standard Pay By Mail rate for up to 30 days following the verification under subsection (f); or

(2) a credit to the customer's newly-created pre-registered license plate-based account of up to \$10.00.

(f) The authority shall verify that customers enrolling in a program authorized under subsection (c) did not previously have a pre-registered toll payment account and that the customer does not have any outstanding authority Pay By Mail bills.

(g) The authority shall offer an open application process to private party transponder providers to qualify in order for its customers to be able to enroll in a program authorized under subsection (c)(1). In addition to other qualification requirements set by the authority, the authority shall require that the private party provider be able to process and pay toll transactions through the Central United States Interoperability Hub and operates an existing customer service/call center that is able to distribute toll transponders, address billing issues, and otherwise be responsive to customer inquiries.

(h) To the extent permitted by the authority's governing law, and upon a finding by the board that an agreement under this subsection (h) will serve a public purpose, further the mission of the authority, and result in a net benefit to the authority, the authority may enter into agreements with a private party transponder provider that meets the qualification requirements under subsection (g) to use the provider's logos and/or promotional materials on the authority's website, on social media posts, through direct mail, on bill inserts, in newsletters and on other communication resources such as roadway signs. The agreement may allow the qualified private party provider to use the authority logo, toll shields or other marketing material to promote the private party provider's pre-registered toll payment account services.

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

RESOLUTION NO. 19-072

**APPROVE AN AMENDED AND RESTATED MAINTENANCE SERVICES
CONTRACT WITH KAPSCH TRAFFICCOM USA, INC.**

WHEREAS, by Resolution 08-09, dated January 30, 2008, the Board authorized the execution of a Maintenance Services Contract with Caseta Technologies, Inc. ("Caseta"), with an effective of March 3, 2007 (the "Contract"), and;

WHEREAS, in 2007, Caseta Technologies, Inc., was acquired by Telvent USA Corporation ("Telvent"), and all rights and obligations of Caseta Technologies, Inc. under the Contract became the rights and obligations of Telvent; and

WHEREAS, by Resolution No. 11-038, dated April 27, 2011, the Board approved Contract Amendment No. 1 to extend the term of the Contract, and to expand the scope of services and increase the contract price to include work required in connection with the Manor Expressway (290E Toll) Project; and

WHEREAS, by Resolution No. 10-10, dated February 26, 2010, the Board approved Contract Amendment No. 2, which became effective May 11, 2011, to include the provision of services to other regional mobility authorities; and

WHEREAS, in 2011, Telvent USA Corporation was acquired by Schneider Electric Mobility NA Inc. ("Schneider") and all rights and obligations of Telvent USA Corporation under the Contract became the rights and obligations of Schneider; and

WHEREAS, by Resolution No. 16-023, dated May 3, 2016, the Board approved Contract Amendment No. 3 to increase the contract price and to expand the scope of services to include work required in connection with the MoPac Improvement Project; and

WHEREAS, in 2016, Schneider Electric Mobility NA Inc. was acquired by Kapsch TrafficComm USA, Inc. ("Kapsch") and all rights and obligations of Schneider under the Contract are the rights and obligations of Kapsch; and

WHEREAS, by Resolution No. 19-036, dated July 24, 2019, the Board approved Contract Amendment No. 4 to increase the contract price and expand the scope of services to provide short term maintenance and support services for the 45 SW Toll Project first came into operation; and

WHEREAS, the Mobility Authority requires long term maintenance support and services for the SH 45SW Toll Project and additional services for the 183 South Phase I Project that will become operational in the near future; and

WHEREAS, the Executive Director also recommends adjustments to the current pricing for existing Mobility Authority toll facilities, additional staffing, the implementation of new performance requirements for all Mobility Authority toll facilities, raising the cap on the contractor's limitation of liability, the addition of a performance guaranty, updating certain contract provisions to reflect current Mobility Authority standard terms and conditions, and resetting the term of the contract to expire on the fifth anniversary of the 183 South toll system acceptance date; and

WHEREAS, the Executive Director and Kapsch TrafficComm USA, Inc. have negotiated a proposed Amended and Restated Maintenance Services Contract in the form attached as Exhibit A hereto to add monthly maintenance services for the SH 45SW and 183 South Phase I Projects and make other revisions recommended by the Executive Director as generally described above; and

WHEREAS, the proposed Amended and Restated Maintenance Services Contract incorporates Contract Amendment No. 2 and supersedes and replaces Contract Amendment Nos. 1, 3 and 4; and

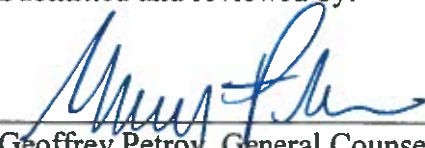
WHEREAS, the Executive Director recommends that the Board approve the proposed Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc. in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the Amended and Restated Maintenance Services Contract with Kapsch TrafficComm USA, Inc. on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**FIRST AMENDED AND RESTATED
MAINTENANCE SERVICES CONTRACT FOR
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEM**

THIS FIRST AMENDED AND RESTATED MAINTENANCE SERVICES CONTRACT (the "Maintenance Contract") is made to be effective as of the 1st day of December 2019, (the "Effective Date") by and between the Central Texas Regional Mobility Authority ("the Authority" or "CTRMA"), a political subdivision of the State of Texas, and Kapsch TrafficComm USA, Inc. ("Contractor") with offices located at 8201 Greensboro Drive, Suite 1002, McLean, Virginia 22102002, McLean, VA 22102.

WHEREAS, the CTRMA issued a Request for Proposal (the "RFP") dated December 20, 2004, as supplemented by Clarification Notices Nos. 1, 2 and 3 and Addendum Nos. 1 and 2, which contains requirements for the design, procurement and implementation of a Toll Collection System on the CTRMA Turnpike System (the "Turnpike System"); and

WHEREAS, the Caseta Technologies, Inc. ("Caseta") carefully reviewed available designs and documentation on the Turnpike System related to the implementation of the Toll Collection System and submitted its Proposal dated March 1, 2005, (the "Proposal") in response to the RFP; and

WHEREAS, the CTRMA determined that the Proposal best satisfies the objectives set forth in the RFP and best serves the CTRMA's interests; and

WHEREAS, the CTRMA and Caseta entered into a Contract For Toll System Implementation dated as of April 28, 2005 (the "Implementation Contract"); and

WHEREAS, the CTRMA requires maintenance services for the proposed Toll Collection System on the CTRMA Turnpike System (as defined in Attachment D hereto); and

WHEREAS, by Resolution 08-09, dated January 30, 2008, the Authority's Board of Directors ("Board") authorized a Maintenance Services Contract with Caseta, which was executed and became effective on March 7, 2008, and;

WHEREAS, in 2007, Caseta was acquired by Telvent USA Corporation ("Telvent"), and all the rights and obligations of Caseta Technologies, Inc. under the Maintenance Services Contract became the rights and obligations of Telvent; and

WHEREAS, in 2011, Telvent was acquired by Schneider Electric Mobility NA Inc. (“Schneider”) and all rights and obligations of Telvent under the Maintenance Services Contract became the rights and obligations of Schneider; and

WHEREAS, in 2016, Schneider was acquired by Kapsch TrafficComm USA, Inc. (“Kapsch”) and all rights and obligations of Schneider under the Maintenance Services Contract became the rights and obligations of Kapsch; and

WHEREAS, there have been four previous amendments to the Maintenance Services Contract to provide for services to other regional mobility authorities and to include pricing for new facilities being added to the CTRMA Turnpike System (Amendment Nos. 1, 2, 3 and 4”); and

WHEREAS, the Authority and Kapsch wish to further amend and restate the Maintenance Services Contract as provided herein: and

WHEREAS, this First Amended and Restated Maintenance Services Contract supersedes and replaces Amendment Nos. 1, 3 and 4, which are now null and void; and

WHEREAS, Amendment No. 2 is attached to this First Amended and Restated Maintenance Services Contract as Exhibit A, and incorporated herein for all purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CTRMA and the Contractor hereby agree as follows:

1. TERM OF THE CONTRACT. The term of the Maintenance Contract shall commence on the Effective Date set forth above and expire on the fifth anniversary of the 183 South System Acceptance Date unless sooner terminated as provided herein.
2. SCOPE OF WORK. The Contractor shall provide the Maintenance Services for the Toll Collection System of the CTRMA Turnpike System as set forth in Attachment M-1.
3. CONTRACT DOCUMENTS. This Maintenance Contract includes the Maintenance Price Schedule 1.5, Attachments D and M-1, the Proposal, and all amendments added hereto as Exhibits, all of which are incorporated herein by reference and are made a part hereof (together such documents are referred to herein as the “Maintenance Contract Documents”).
4. PRIORITY. In the event of a conflict, the order of prevailing precedence (a-highest order to c-lowest order of precedence) shall be as follows:
 - (a) Any new amendments to the Maintenance Contract Documents entered into after the Effective Date, which amendments are attached as Exhibits to the Maintenance Contract.
 - (b) The Maintenance Contract Documents other than the Proposal.

- (c) The Contractor's Proposal, to the extent it meets or exceeds the requirements of the Maintenance Contract Documents. In other words, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the Maintenance Contract Documents or otherwise contains offers, statements or terms more advantageous to the CTRMA, Contractor's obligations under the Maintenance Contract Documents shall include compliance with all such statements, offers and terms contained in the Proposal.

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between Attachments D and M-1), the CTRMA shall have the right, in its sole discretion, to determine which provision applies.

- 5. FEES AND CHARGES. The CTRMA shall pay a fixed monthly fee (the "Monthly Fee") for the Maintenance Services to be performed as set forth in the Maintenance Price Schedule attached hereto, to be adjusted per the CPI adjustment. The Monthly Fee will be adjusted on every first of May by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area.
- 6. PAYMENT TERMS. The Contractor will invoice the CTRMA monthly for the Monthly Fee (in advance), and for spare parts purchased in accordance with Section M4.0 (and not paid for in advance by the CTRMA) and Reimbursable Expenses incurred during the previous month. For purposes of this Maintenance Contract, "Reimbursable Expenses" shall mean the time and materials charges incurred by the Contractor and the cost of spares and consumables (excluding items costing less than \$20) purchased by the Contractor at the request of the CTRMA and not paid for directly by the CTRMA. Payment will be made by the CTRMA within forty-five (45) days of the date the monthly invoice is received by CTRMA.

Interest on undisputed invoices unpaid after forty-five (45) days will be assessed at the sum of (a) one percent (1.0%) and (b) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event the CTRMA, in good faith, disputes any invoiced amount, the CTRMA shall have the right to withhold or deduct payment of such disputed amount without incurring the interest, provided that the CTRMA has provided the Contractor with written notice of the amount in dispute and the reason therefore. No greater than thirty (30) days after Contractor's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute.

In the event the performance of the Maintenance Service is not in conformance with the requirements specified in the attachments, the Monthly Fee due for the subsequent month

in which the event occurred will be withheld without incurring any interest charges until such time as the Contractor corrects or otherwise rectifies the non-conformance. The CTRMA reserves the right to withhold all or a portion of such monthly payment, depending on the severity of the problem. The CTRMA shall give notice and a full description of the problem to the Contractor prior to withholding the payment.

In the event the Contractor fails to meet or exceed the applicable key performance indicators set forth in *Attachment M-1*, the CTRMA shall have the right to reduce the Monthly Fee by the amounts set forth in Section M12.0 following the determination of such performance failure, it being acknowledged and agreed by the parties that damages for such failure will be difficult to determine and that such amount is in the nature of liquidated damages and has been agreed to by the parties as a reasonable estimate thereof.

The Contractor will be notified in writing of deficient performance and shall take corrective actions, as described in the maintainability program, within one week. Performance not meeting the specified criteria for a period of three (3) months over the term of this Maintenance Contract shall be deemed to be a Contractor Default Event, provided that performance by the Contractor for the three (3) months immediately following the date of Provisional Acceptance of the specified segment shall not be included in making this calculation.

The CTRMA shall have the right, without being in breach of any of its obligations hereunder to set off any amounts payable by the Contractor to the CTRMA, whether under this Maintenance Contract or the Toll System Implementation Contract against amounts payable by the CTRMA to the Contractor. In the event that the withheld amount exceeds 30% of the Monthly Fee for any particular roadway other than SH 71, CTRMA may, in its sole discretion, require the Contractor to make payment directly to CTRMA in the form of a check. CTRMA may require any amounts due related to SH 71 to be paid directly to CTRMA by check whether or not the amount due exceeds 30% of the Monthly Fee for that roadway.

Checks made payable to CTRMA shall be due 45 days from the date of the invoice. Interest on amounts due after forty-five (45) days will be assessed at the sum of (a) one percent (1.0%) and (b) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The issuance of an invoice or request for payment in the form of a check does not in any way limit or otherwise restrict CTRMA's right to set off amounts payable by the Contractor to the CTRMA, whether under this Maintenance Contract or the Toll System Implementation Contract against amounts payable by the CTRMA to the Contractor.

7. PERFORMANCE GUARANTY: Notwithstanding any other provision in this Contract and whether or not the performance of the Maintenance Service is in conformance with the requirements specified in the attachments, if the CTRMA incurs a loss of revenue due to any action or inaction of the Contractor, then the Contractor shall be obligated to make

payment to CTRMA of all lost revenue and other direct damages associated with the loss, including payments made to CTRMA's third party vendors. In the event that CTRMA is unable to determine the amount of lost revenue because data is lost or otherwise unavailable, then the parties agree that lost revenue shall be based on historical figures (e.g., traffic, payments) maintained by CTRMA. CTRMA may offset lost revenue and associated damages by reducing the amount of the subsequent Monthly Fee for each impacted toll facility.

8. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- a) Contractor warrants that the services performed under the Maintenance Contract shall be performed with that degree of timeliness, skill and judgment normally exercised by recognized professional firms performing services of a similar nature. Time is of the essence in the performance of the obligations under this Contract. The Contractor hereby commits, and CTRMA is relying upon Contractor's commitment, to at all times promptly perform the maintenance services and, where specifically enumerated, comply with all deadlines specified herein. For any breach by the Contractor of this warranty for which the CTRMA gives notice to the Contractor within ninety (90) days of delivery of the non-compliant service(s), the Contractor shall promptly perform or re-perform any services that are not in compliance with this warranty such that all work or re-work is completed within thirty (30) days of CTRMA's notice or such other time period as may be agreed between the Parties. Work related to change orders are covered under section 8.a of this agreement unless stated otherwise in the change order.
- b) If the Contractor's breach of the warranty provided in Paragraph 8.a) herein causes damage to equipment, software and/or any other part or portion of the CTRMA's system maintained under the Maintenance Contract the Contractor shall be liable for either repair or replacement of the equipment, software and/or other part or portion of the CTRMA's system maintained under this Maintenance Contract damaged by such breach.
- c) If the Contractor's breach of the warranty provided in Paragraph 8.a) herein proximately causes damage to equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract, the Contractor shall be liable for the reasonable costs and expenses incurred by the CTRMA to either repair or replace the equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract that is damaged by such breach.
- d) If the Contractor's performance of the Maintenance Services is in accordance with the warranty provided in Paragraph 8.a) herein, and such performance of the Maintenance Services proximately causes damage to equipment, software and/or any other part or portion of the CTRMA's Toll Collection System maintained under the Maintenance Contract, the Contractor shall be liable for either repair or replacement of the equipment, software or any other part or portion of the CTRMA'S system maintained under the Maintenance Contract damaged by the performance of the Maintenance Services.

- e) If the Contractor's performance of the Maintenance Services is in accordance with the warranty provided in Paragraph 8.a) herein, and such performance of the Maintenance Services proximately causes damage to equipment, software and/or any other part or portion of the CTRMA's Toll Collection System not maintained under the Maintenance Contract and such damage was reasonably foreseeable by the Contractor, the Contractor shall be liable for the reasonable costs and expenses incurred by the CTRMA to repair or replace the equipment, software or any other part or portion of the CTRMA'S system not maintained under the Maintenance Contract damaged by the performance of the Maintenance Services.
- f) If the breach of the warranty provided in Section Paragraph 8.a) herein causes bodily injury, death or damage to property owned by third parties, the Contractor shall be liable and responsible for all Claims (as defined in Section 17 below) related to such injuries, deaths and/or damage and the Contractor shall indemnify and hold harmless the CTRMA from and against such Claims.
- g) If the performance of the Maintenance Services in accordance with the warranty provided in Paragraph 8.a) herein is the proximate cause of bodily injury, death or damage to property owned by third parties and such injury, death or damage was reasonably foreseeable by the Contractor, the Contractor shall be liable and responsible for all Claims related to such injuries, deaths and/or damage (excluding the CTRMA'S economic damages, which include, but are not limited to, lost profits and lost business opportunity) and the Contractor shall indemnify and hold harmless the CTRMA from and against such Claims.
- h) In the event the Contractor fails within five (5) days to commence and thirty (30) days to perform, repair, replace, reprogram, or re-perform its obligations as provided in Section 8.a), Section 8.b) and/or Section 8.d) above with respect to any portion of the CTRMA's property that is subject to maintenance under the Maintenance Contract, or fails to remedy and repair any and all damage as required by Section 8.a), Section 8.b), and/or Section 8.d) above with respect to the same, the CTRMA shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and the Contractor shall promptly reimburse the CTRMA for all costs and expenses incurred by the CTRMA in connection with such other person or entity performing such services, repair and/or remedial work. If the CTRMA is not promptly reimbursed, the CTRMA shall have the right to setoff any such amounts against any payments due from the CTRMA to the Contractor or any of its affiliates.
- i) If the performance of the work by or on behalf of the Contractor under the Maintenance Contract causes damage to any of the CTRMA's property that is not subject to maintenance by the Contractor under this Contract, the CTRMA shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and the Contractor shall promptly reimburse the CTRMA for all costs and expenses incurred by the CTRMA in connection with such other person or entity performing such repair and/or remedial work. If the CTRMA is not promptly reimbursed, the CTRMA shall have the right to setoff any

such amounts against any payments due from the CTRMA to the Contractor or any of its affiliates.

- j) The warranties provided for in the Maintenance Contract do not apply (i) if the equipment is subject to material damage or misuse due to fault or negligence of the CTRMA or third parties that substantially impairs its integrity; (ii) to Force Majeure events; (iii) to damage caused by power sources or by peripheral equipment not supplied by Contractor; or (iv) to the extent maintenance, modifications or repairs are provided with respect to the Maintenance Services by the CTRMA or third parties without Contractor's approval and such services cause damage or cause Contractor to be unable to perform the services hereunder or to be able to perform the services only at additional costs to Contractor which are not reimbursed by the CTRMA. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control and without the fault or negligence of the party claiming force majeure, which, despite all reasonable efforts of the party claiming force majeure to prevent, causes impossibility of performance or a material delay or disruption in the performance by such party of any obligation imposed hereunder. Force Majeure shall include, without limitation, acts of God, natural disasters, fires, explosions, epidemics, earthquakes, lightning, floods, storms, civil disturbances, riots, war, sabotage, strikes, lockouts or other labor disputes, the action of a court or action or failure to act on the part of any governmental body having or asserting jurisdiction that is binding upon the parties and has been opposed by all reasonable lawful means. Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

9. LIMITATION OF LIABILITY.

- a) The Contractor's total liability to the CTRMA and all liabilities arising out of or related to this Maintenance Contract and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed \$30,848,314.96 as is the total value of the contract at 60 months. The parties shall annually restate and memorialize the liability cap after deducting damages incurred during the preceding year.
- b) Except for third-party Claims arising out of bodily injury, death, and/or damages to tangible property or as otherwise expressly set forth in this Maintenance Contract, in no event shall either Contractor or the CTRMA be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity). Notwithstanding the preceding lost revenue is considered a direct damage under this contract.
- c) Any claim by the CTRMA against Contractor relating to this Maintenance Contract, other than in warranty, must be made in writing and presented to Contractor within the applicable statute of limitations period. Any claim under warranty must be made within the time specified in the applicable warranty clause.

10. THIRD PARTY

- a) All subcontractors to be employed by the Contractor must first be approved in writing by the CTRMA. The Contractor shall not subcontract any significant portion of its obligations hereunder without the prior written approval of the CTRMA, which shall not be unreasonably withheld.

11. AMENDMENTS TO CONTRACT DOCUMENTS. Any amendments to the Maintenance Contract will be made in writing and attached hereto as an Exhibit.

In the event the CTRMA adds or subtracts lanes, plazas, and/or ITS devices from the Toll Collection System as applicable, included but not limited to ITS devices such as Dynamic Message Signs, Variable Message signs, Microwave Vehicle Detectors, and Closed Circuit Video Cameras, the Monthly Fee will be adjusted per the pricing in the Maintenance Price Schedule 1.5.

12. OUT OF SCOPE SERVICES. Maintenance Services provided by the Contractor to the CTRMA, at the request of CTRMA, that are outside the Scope of Work set forth in Attachment M-1, shall be performed by the Contractor upon written request from the CTRMA on a time and materials basis, via work order under a single Work Authorization to be negotiated by the parties. The Contractor shall use the hourly rates set forth in the Maintenance Price Schedule attached hereto while costing the work.

13. TERMINATION.

- a) This Maintenance Contract may be terminated as follows:
 - 1) This Maintenance Contract terminates upon the expiration of the term set forth in Section 1; or
 - 2) This Maintenance Contract may be terminated by either party upon thirty (30) days' prior written notice if the other party has materially breached its obligations under this Maintenance Contract, and has not cured such breach or breaches within such notice period. Any such material breach by the CTRMA shall be deemed to be a "CTRMA Default Event." Any such material breach by the Contractor shall be deemed to be a "Contractor Default Event."
 - 3) Notwithstanding anything to the contrary in this Maintenance Contract, the CTRMA may terminate this Maintenance Contract, in whole or in part, by providing at least ninety (90) days prior written notice to the Contractor, for any or no reason whatsoever, without penalty. Any such termination notice shall not relieve the Contractor from its obligation to complete, deliver and/or perform all obligations that were outstanding prior to the date of termination.
 - 4) By the CTRMA if the Contractor ceases its business operations or becomes subject to any bankruptcy, reorganization, liquidation or insolvency

proceeding, whether voluntary or involuntary, or makes an assignment for the benefit of creditors, or files any debtor proceeding, or there is an appointment of a receiver or trustee of all or any portion of the Contractor's property.

- b) Following termination of this Maintenance Contract pursuant to Section 13, the Contractor shall immediately invoice the CTRMA for all accrued and unpaid Monthly Fees and Reimbursable Expenses, and the CTRMA shall pay the invoiced amount pursuant to Section 6 herein.
 - 1) Following the termination of this Contract by the CTRMA, the Contractor shall immediately invoice the CTRMA for all accrued and unpaid Monthly Fees and Reimbursable Expenses, and the CTRMA shall have the right to set-off against such invoiced amount any and all amounts due or that may be due to the CTRMA from the Contractor as a result of a breach of this Maintenance Contract or otherwise.
 - 2) In the event of any termination of this Contract, the Contractor shall deliver to the CTRMA the existing spares and consumables inventory, together with a list of the existing spares and consumables inventory, and the CTRMA shall, except as provided in Section 6, pay the Contractor the cost of the delivered existing spares and consumables inventory with a piece part dollar value in excess of \$20 that were purchased and paid for by the Contractor at the request of the CTRMA and not already paid for by the CTRMA or otherwise reimbursed to the Contractor by the CTRMA.
- c) On or about the termination date, Contractor shall execute and deliver to CTRMA the following, together with an executed bill of sale or other written instrument, in form and substance acceptable to CTRMA, acting reasonably, assigning and transferring to CTRMA all of Contractor's right, title and interest in and to the following:
 - 1) all completed or partially completed drawings, specifications, designs, design documents, as-built and record plans, surveys, and other documents and information pertaining to the design or construction of CTRMA's Toll Collection Systems;
 - 2) all books, records, reports, test reports, studies and other documents of a similar nature relating to CTRMA's Toll Collection Systems;
 - 3) all data and information relating to the use of CTRMA's Toll Collection Systems, including all studies, reports, and other information; and
 - 4) all other work product and intellectual property used or owned by Contractor relating to CTRMA's Toll Collection Systems.

- 5) On or about the Termination Date, Contractor shall execute and deliver to CTRMA a written assignment, in form and substance reasonably acceptable to CTRMA, all of Contractor's right, title and interest in and to any intellectual property, source code or source code documentation used for or relating to CTRMA's Toll Collection Systems.
 - d) The Contractor shall cooperate with and assist the CTRMA in connection with any transition of the maintenance of all or any portion of the Toll Collection System as applicable, to another maintenance provider. Contractor shall otherwise assist CTRMA in such manner as CTRMA may require prior to and for a reasonable period following the termination date to ensure the orderly transition of the Maintenance Services, the Toll Collection Systems and its management to CTRMA, and shall, if appropriate and if requested by CTRMA, take all steps as may be necessary to enforce the provisions of Contractor's agreements with others pertaining to the surrender of the Maintenance Services and the Toll Collection System. Any work provided by the Contractor after the termination shall be and considered out of scope services.
 - e) The Contractor's cooperation and assistance shall include, but not be limited to, preparation of a detailed succession plan that shall be sufficient to assist the CTRMA and its new maintenance provider in accomplishing a non-disruptive transition of maintenance services of the Toll Collection System. The CTRMA shall pay the Contractor for its reasonable costs in connection with the preparation of such succession plan on a time and materials basis as set forth in Section 6. Within three (3) business days after receipt of a notice of termination, Contractor shall meet and confer with CTRMA for the purpose of developing an interim transition plan for the orderly transition of the Maintenance Services for the Toll Collection System to CTRMA. The Parties shall use diligent efforts to complete preparation of the interim transition plan within fifteen (15) days after the date Contractor receives the notice of termination. The Parties shall use diligent efforts to complete a final transition plan within thirty (30) days after such date. The transition plan shall be in form and substance acceptable to CTRMA in its good faith discretion and shall include and be consistent with the other provisions and procedures set forth in this Section 13, all of which procedures Contractor shall immediately follow, regardless of any delay in preparation or acceptance of the transition plan.
 - f) Upon any termination of this Maintenance Contract for any reason, Contractor shall return all keys to the CTRMA and both parties' obligations with respect to confidentiality of information and materials set forth in Attachment M-1 shall survive the expiration or earlier termination of this Maintenance Contract.
14. GOVERNING LAW - CHOICE OF FORUM AND WAIVER OF TRIAL BY JURY.
The Maintenance Contract shall be governed and construed in accordance with Texas statutes without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the

Contract shall be Travis County, Texas. The parties hereto, having the benefit of advice and counsel of their own legal counsel and understanding the import hereof, expressly agree and WAIVE TRIAL BY JURY as to the adjudication of matters arising under or relating to the Maintenance Contract.

15. SECTION HEADINGS. Section Headings are included for section identification purposes only and are not to be considered Maintenance Contract terms.
16. NOTICE PROVISIONS. Notices under the Maintenance Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to those individuals designated by Contractor and the CTRMA from time to time in writing:

“Kapsch TrafficCom USA, Inc.”
8201 Greensboro Drive
Suite 1002
McLean, VA 22102
Phone: (703) 855-1976
Email: Chris.Murray@kapsch.net

“Central Texas Regional Mobility Authority”
3300 North IH-35
Suite 300
Austin, Texas 78705
Attn: Executive Director
Phone: (512) 996-9778
Fax: (512) 996-9784
Email: mstein@ctrma.org

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

Locke Lord LLP
600 Congress
Suite 2200
Austin, Texas 78701
Attn: Mr. Brian Cassidy
Phone: (512) 305-4855
Fax: (512) 305-4800
Email: bccassidy@lockelord.com

All communications to the CTRMA shall be clearly marked to identify this Maintenance Contract.

17. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM THE CONTRACTOR'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONTRACTOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS MAINTENANCE CONTRACT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB CONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF ANY UNRELATED OR UNAFFILIATED CONTRACTOR, VENDOR, OR OTHER CONSULTANT, NOT UNDER CONTRACT TO THE CONTRACTOR, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE CTRMA OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES.

18. INSURANCE.

- a) Workers' Compensation Insurance. In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- b) Commercial General Liability Insurance. On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.

- c) Business Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- d) Valuable Papers Insurance. With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority or otherwise completed.
- e) Cybersecurity Insurance. Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by CTRMA, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices.
- f) Excess Umbrella Liability. With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - e. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.
- g) General for all Insurance. The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 18.a. through e., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.f., a

rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b., c., d., e. and f. above, shall name the Authority as additional insureds and shall protect the Authority, the Contractor, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., e., and f. the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

19. COMPLIANCE WITH LAWS AND AUTHORITY POLICIES; PROTECTION OF DATA AND INFORMATION: The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, debt collection laws, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), other applicable portions of the Texas Transportation Code, and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested, the Contractor shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

As part of their operations, CTRMA, NET RMA and other regional mobility authorities to whom services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal

Information”). As part of its performance of the Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CTRMA, NET RMA and other regional mobility authorities to whom services may be provided (collectively with Personal Information, “RMA Information”). Contractor therefore agrees that:

- a) Contractor is responsible for the security of RMA Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to RMA Information in a manner consistent with applicable law.
- b) Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to RMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such RMA Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt RMA Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.
- c) Contractor must identify to CTRMA all subcontractors, consultants, and other persons who may have access to RMA Information in connection with the Services. Contractor must restrict the RMA Information to which a given employee or approved subcontractor has access to only that RMA Information which such employee or approved subcontractor needs to access in the course of such employee’s or approved subcontractor’s duties and responsibilities in connection with the Services.
- d) Before granting access to RMA Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of RMA Information).
- e) Absent CTRMA’s advance written permission, RMA Information must not be stored, accessed, or processed at any location outside of the United States.
- f) Contractor may use RMA Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of RMA Information other than for such purpose.
- g) Except to the extent otherwise expressly permitted, Contractor may not disclose CTRMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CTRMA in advance (if legally permissible to do so) and

reasonably cooperate with any decision by CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.

- h) Contractor will immediately notify CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of RMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a “Security Incident”). In no event shall Contractor’s notification to CTRMA be later than three (3) calendar days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform CTRMA regarding the same.
- i) Subject to requirements of data security or privacy laws, CTRMA, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by CTRMA before they are distributed. Contractor must reimburse CTRMA for costs or expenses CTRMA incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Contractor shall indemnify and hold CTRMA harmless from all claims, costs, expenses, and damages (including reasonable attorneys’ fees) that CTRMA incurs in connection with any regulatory action or third party claim arising from a Security Incident.
- j) Contractor must cooperate and permit CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CTRMA) reasonable access for on-site review of Contractor’s data security systems and procedures to verify Contractor’s compliance with its obligations under this Addendum.
- k) Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CTRMA, confirming the adequacy of Contractor’s controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CTRMA. The scope of each report must include all of Contractor’s applications and systems that have access to or

are involved in the processing of CTRMA Information, and each report must include a list of the controls that were tested. Prior to initiating the SOC audit, Contractor shall obtain CTRMA's approval of the SOC audit engagement letter and control objectives.

- l) Whenever RMA Information is no longer needed for the performance of Services, or at any time upon written notification from CTRMA, Contractor must unconditionally and without any charge or fee return or, at CTRMA's written election, certify the secure destruction of, all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).

20. TEXAS PUBLIC INFORMATION ACT: Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the CTRMA's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act. Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the CTRMA are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the CTRMA will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the CTRMA be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the CTRMA.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the CTRMA's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the CTRMA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including attorneys' fees and costs, incurred by the CTRMA in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

21. ASSIGNMENT: Neither party may assign its rights or delegate duties under this Maintenance Contract without the prior written consent of the other party, which will not be unreasonably withheld, provided that the CTRMA shall have the right, without the Contractor's consent, to assign all or any portion of its rights and delegate all or any portion of its duties under this Maintenance Contract to the Texas Department of

Transportation (“TxDOT”) in the event the TxDOT is the successor entity to the CTRMA or to some or all of the CTRMA’S duties and responsibilities.

22. INDEPENDENT CONTRACTOR: Contractor is an independent contractor, and under no circumstances shall its agents or employees be or become employees of the CTRMA in the conduct of this project.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

“CTRMA”:
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

“Contractor”:
KAPSCH TRAFFICOM USA, INC.

By: _____
Name: _____
Title: _____

SCHEDULES:
Schedule 1.5 Maintenance Price Schedule

ATTACHMENTS:
Attachment D CTRMA Turnpike System
Attachment M-1 Scope of Work

EXHIBITS:
Exhibit A Amendment No. 2

Exhibit A

**SECOND AMENDMENT TO
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
TELVENT USA CORPORATION**

This Second Amendment to the Maintenance Services Contract for Toll Collection System between Central Texas Regional Mobility Authority ("CTRMA") and Telvent USA Corporation (the "Contractor") is made effective as of May 11, 2011, and is for the purpose of amending Attachment M-1, and Schedule 1.1 of the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007, as amended April 27, 2011.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-10, dated February 26, 2010, Attachment M-1 of the Contract is amended as described below. Unless noted otherwise, all other provisions of this Attachment M-1 shall remain in effect.

Section M1.0 of Attachment M-1 is amended by adding a new Subsection M1.03 to read as follows:

M1.0 General

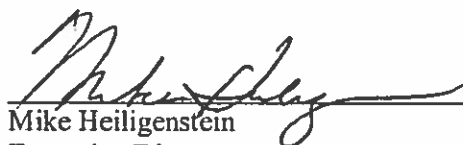
Add the following

M1.03. Provision of Services to Other Regional Mobility Authorities

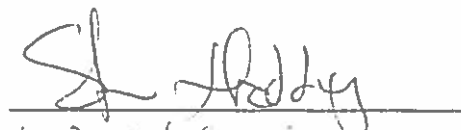
At the request of the CTRMA, the Contractor may be asked to provide toll collection systems maintenance services to other regional mobility authorities in the state through intergovernmental agreements to which the CTRMA may be a party. In the event that the Contractor is asked to provide such services, the provision of the services shall be governed by the terms of the Contract, including, without limitation, the technical requirements set forth in Attachment M-1, subject to mutually agreed upon revisions, if necessary, to reflect specific circumstances of the authority and/or project for which the services are being provided. The provision of services pursuant to this Subsection M1.03 may entail the provision of toll collection systems maintenance services for projects that are not part of the CTRMA Turnpike System, are located outside the jurisdiction of the CTRMA, and are not owned or operated by the CTRMA.

By their signatures below, the parties of the Contract evidence their agreement to the Amendment No. 2 set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY


Mike Heiligenstein
Executive Director

TELVENT USA CORPORATION


Vice President of Operations, Tolling Division

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective as of the 22nd day of February, 2012, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA") and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

WHEREAS, CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, CCRMA previously issued an RFI seeking expressions of interests and proposals from other Texas toll authorities interested in providing CCRMA with toll system implementation services and support; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of its consultant, Telvent USA Corporation, formerly Caseta Technologies, Inc. ("Telvent"); and

WHEREAS, effective January 27, 2010, CTRMA and CCRMA executed an interlocal agreement, a copy of which is attached as Attachment "A", pursuant to which CTRMA is providing toll systems implementation equipment and services to CCRMA (the "Toll System Implementation ILA"); and

WHEREAS, CCRMA is in need of toll systems maintenance services and support in connection with the SH 550 Toll Project; and

WHEREAS, CTRMA previously entered into a Maintenance Services Contract with Telvent for the provision of maintenance services for CTRMA's toll collection system (the "Telvent Maintenance Contract"), and CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll systems maintenance services in connection with toll projects; and

WHEREAS, the first year of maintenance services is being provided under the Toll System Implementation ILA; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for CTRMA to provide needed toll systems maintenance services to CCRMA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved and executed by each party.

II. ACTIONS

1. **Provision of Services.** Subject to the terms of this Agreement, CCRMA shall utilize the resources of CTRMA and/or its consultants, including the resources and services provided under the Telvent Maintenance Contract, in connection with the maintenance of the toll collection systems on the SH 550 Toll Project. All services described in this Agreement shall be provided by CTRMA and/or its consultants at the discretion of CTRMA.

Consistent with the terms of Attachment A to the RFI, CCRMA shall provide local maintenance personnel to perform related on-site tasks and assist as required with maintenance of the Toll Collection Systems. CTRMA shall train CCRMA's local maintenance personnel to access spare parts, perform sub-component replacements, return defective equipment, and administer inventory; shall remotely monitor the Toll Collection Systems; and shall provide annual preventative maintenance. CTRMA shall monitor the Toll Collection Systems and perform annual preventative maintenance in a manner consistent with CTRMA's support and maintenance of its own toll collection systems.

2. **Toll System Maintenance Cost and Payment.** Beginning on May 10, 2012, CCRMA shall pay a fixed monthly fee in the amount of \$4,674.33 for the maintenance services described in this Agreement which shall not, without prior written consent of CCRMA, exceed \$56,092 per year for the base maintenance services including "Maintenance Remote Support" and "Preventative Maintenance" as described in Attachment "A". Any work resulting from software changes requested by CCRMA and "Maintenance Remote Support" and "Preventative Maintenance" resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by CCRMA on a time and material basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provide that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. Labor,

material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel (Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup. CCRMA shall have the same right to dispute invoiced amounts that CTRMA has under the Telvent Maintenance Contract.

First year "Maintenance Remote Support" and "Preventative Maintenance" services costs shall be paid for under the Toll System Implementation ILA. The performance measures incorporated in Section 3 below shall govern the provision of such services.

3. **Performance Measures.** The Toll Collection Systems being installed and operated pursuant to the Toll System Implementation ILA are identical in form and function to the system in place on CTRMA facilities, and will function as an expansion of the system being maintained for CTRMA by Telvent under the Telvent Maintenance Contract. As such, CTRMA shall assure, through its agreements with Telvent and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) with respect to the maintenance of the Toll Collection Systems as are applicable to the maintenance of the toll collection system in place on CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance, including liquidated damages in the amounts provided for under the Telvent Maintenance Contract, shall be collected by CTRMA and promptly remitted to CCRMA; provided, however, that CTRMA shall not be liable to CCRMA for any amounts due for non-compliance which CTRMA fails to collect from Telvent despite using reasonable efforts to collect such amounts. Further, CTRMA shall not be liable to CCRMA for any incidents of non-compliance of which CTRMA is unaware and could not reasonably have been aware. CCRMA shall have the right to independently audit system maintenance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Telvent Contract.

4. **Payment.** Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521
Attn: RMA Coordinator

III.
GENERAL AND MISCELLANEOUS

1. **Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,

(a) if the Telvent Maintenance Contract is terminated pursuant to Section 12 of that agreement, this Agreement shall terminate on the same day that the Telvent Maintenance Contract terminates, provided that CTRMA shall give CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from Telvent in accordance with Section 12 of the Telvent Maintenance Contract; and

(b) either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure to provide services and satisfy performance measures in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

(c) CCRMA may terminate this Agreement without cause at any time, provided that CCRMA shall provide CTRMA with notice sufficient to allow CTRMA to satisfy its obligations under the Telvent Maintenance Contract.

Notwithstanding the foregoing, CTRMA shall not issue to Telvent any task orders or work authorizations extending beyond the term of the Telvent Maintenance Contract.

2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

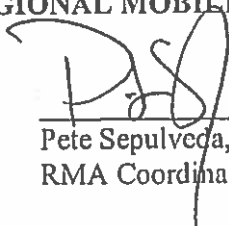
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: 
Pete Sepulveda, Jr.,
RMA Coordinator

**INSERT SCHEDULE 1.5
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

SCHEDULE 1.5

MAINTENANCE SERVICES CONTRACT FOR TOLL COLLECTION SYSTEM

PRICE SCHEDULE

This section provides descriptions of the Method of Measurement and the Basis of Payment to complete the work for maintenance services on the toll collection systems on the CTRMA's Toll Road System.

1. Hourly Rates

The Hourly Rates proposed for Amendment No. 5 proposed are CY 2019 Fully Loaded Rates.

Item Description / Position Title	CY 2016	CY 2017	CY 2018	CY 2019
	1.69%	2.33%	1.93%	2.00%
Software Engineer	\$148.12	\$151.57	\$154.50	\$ 157.59
System / Hardware Engineer	\$162.16	\$165.94	\$169.14	\$ 172.52
Technician	\$113.64	\$116.29	\$118.53	\$ 120.90
Database Administrator	\$210.68	\$215.59	\$219.75	\$ 224.14
Documentation Clerk	\$151.95	\$155.49	\$158.49	\$ 161.66
Testing Engineer	\$160.89	\$164.64	\$167.82	\$ 171.17
Project Manager	\$210.68	\$215.59	\$219.75	\$ 224.14
Network Administrator	\$146.84	\$150.26	\$153.16	\$ 156.22
Business Analyst	---	---	---	\$ 157.59

2. Current Work Authorization No. 3 Segment Payments

A. Monthly Maintenance Services for 183A Toll Phase I & II, 290 Toll Phases I & II, 71 Toll, MoPac Express Lane and Traffic & Incident Management (TIM) Center Operations at the pre-adjusted current rates

The monthly fee for maintaining the 183A Toll, 290 Toll, 71 Toll, and the MoPac Express Lane toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Maintenance Contract Coverage for Existing Roadways	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll and MoPac Express Lane	10	\$146,258.20	\$1,755,098.40

Current Monthly Support for Maintenance of 183A Toll Phase I & II, 290 Toll Phases I & II, 71 Toll, MoPac Express Lane	
Software Engineers	1.25 FTEs
Systems Administration	0.75 FTEs
Business Analyst	0
Maintenance Technicians	5 FTEs
TOTAL	7 FTEs

Work Authorization No. 3 under the Kapsch Maintenance Agreement provided three operations support personnel for the MoPac Express Lane operations. Under this Work Authorization Kapsch provides monitoring, support and maintenance for all items installed and integrated as part of the MoPac Express Lane (previously known as the MoPac Improvement Project). The Work Authorization also provides the images review services necessary to build the Express Lane trips for ultimate customer billing. Pricing for TIM Center operations under WA No. 3 are specified below.

TIM Center Operations Support				
Description	Unit (hrs.)	Rate	TMC Operations	
			Qty	Per Month
Operations Support	173	\$ 47.30	3	\$ 24,548.70

B. Monthly Maintenance Services for 183A Toll Phases I& II, 290 Toll Phase I - III, 71 Toll, MoPac Express Lane, 45 SW Toll, and 183 South Toll Phases I - II

The monthly fee for maintaining 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane, 45 SW Toll and 183 South Toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation Systems as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Current Maintenance Contract Pricing	Monthly	Annual
183A, 290E, 71 and MoPac Express Lane	\$146,258.20	\$1,755,098.40

Maintenance Contract Pricing for existing roadways with updated 2019 CPI rate increases. 183A, 290E, 71 and MoPac Express Lane	Monthly	Annual
--	---------	--------

	\$220,371.02	\$2,644,452.20
Maintenance Contract Pricing for existing roadways with the addition of 45SW and 183S PH I.	Monthly	Annual
	\$319,627.12	\$3,835,525.50
Maintenance Contract Pricing for existing roadways with the addition of 45SW, 183S PH I and 290E PH III.	Monthly	Annual
	\$363,113.67	\$4,357,364.07
Maintenance Contract Pricing for existing roadways with the addition of 45SW, 183S PH I, 290E PH III and 183S PH II.	Monthly	Annual
	\$422,364.06	\$5,068,368.73

Monthly Support for Maintenance with the addition of 45SW, 183S PH I and II and 290E PH III.	
Software Engineers	4 FTEs
Systems Administration	2 FTEs
Business Analyst	1 FTE
Maintenance Technicians	7 FTEs
TOTAL	14 FTEs

Amendment No. 5 adjusts pricing for the TIM Center Operations to facilitate adding or removing staff as CTRMA expands. CTRMA anticipates the use of four (4) operators in fiscal year 2020. The monthly pricing per FTE is \$8,705.87.

TMC Operations Support				
Description	Unit (hrs.)	2019 CPI Adjusted Rate	TMC Operation	
			<i>Qty</i>	<i>Per Month</i>
Operations Support	173	\$50.32	4	\$34,823.48

3. Out of Scope Services

The hourly rates for out of scope services pursuant to Section 11 of the Toll Collection System Maintenance Services Contract are reflected below. These rates correspond to the CY 2019 full loaded rates outlined in Section 1.

Software Engineer	\$ 157.59
System/Hardware Engineer	\$ 172.52
Technician	\$ 120.90
Database Administrator	\$ 224.14
Documentation Clerk	\$ 161.66
Testing Engineer	\$ 171.17
Project Manager	\$ 224.14
Network Administrator	\$ 156.22
Business Analyst	\$ 157.59

4. Other Direct Costs

Other Direct Costs (ODCs) are the reasonable actual direct incremental costs incurred by the Contractor for the performance of the applicable Work that are directly attributable to such Work. ODCS may include leasing, fuel, repairs, tolls, etc. associated with maintenance vehicle costs. ODCs also cover consumables maintenance technicians may use in performing their duties.

Role	CPI 2016 1.69%	CPI 2017 2.33%	CPI 2018 1.93%	CPI 2019 2.00%
Technicians ODCs	\$2,039.00	\$2,086.51	\$2,126.78	\$2,169.31
Per ETC Lane Monthly Fee	\$700.56	\$716.89	\$730.72	\$745.34

5. ITS Maintenance Cost Per Device

ITS Cost per Device	
CCTV	\$ 112.00
DMS	\$ 133.00
VTMS	\$ 140.00
MVDs	\$ 108.00

6. ITS Bill of Quantities

Roadway	Toll Locations	CCTV	VTMS	DMS	MVDs
SH290	10	8	0	2	32
MoPac	4	18	5	0	31
SH71	2	0	0	0	0
45SW	2	7	0	2	10
183S Phase I	4	5	0	2	11
183A	11	9	0	0	10
183S Phase II	6	2	0	3	7
290E Phase III	1	0	0	0	5

**INSERT ATTACHMENT D
CTRMA TURNPIKE SYSTEM**

CTRMA TOLL ROAD SEGMENTS

Revised August 2019

Segment	Description	Systems Installation ¹	Open to Traffic ²	Subject to Tolling ³
1	US 183A: San Gabriel to SH 45 North	12/2006	02/2007	02/2007
2	US 183 / SH 71: IH 35 to the Airport <ul style="list-style-type: none"> • Phase I: Springdale to Bolm • Phase II: Bolm to Patton 	05/2019 04/2020	08/2019 08/2020	08/2020 09/2020
3	SH 45 SW: Loop 1 to FM 1626 (4 lanes)	03/2019	06/2019	07/2019
4	US 290 East: US 183 to SH 130 <ul style="list-style-type: none"> • Phase I: direct connect flyovers at 183 • Phase II: 183 to Parmer Lane • Phase III: direct connect flyovers at SH 130 	05/2019 02/2014 10/2019	08/2019 05/2014 08/2020	08/2020 05/2014 07/2021
5	SH 71 from Presidential Blvd to SH 130	11/2016	2/2017	02/2017
6	MoPac (Loop 1) from Parmer to Lady Bird Lake / Cesar Chavez	05/2017	10/2017	10/2017

NOTES:

The dates presented are based on information available as of the date of this RFP. The information on the Toll Implementation Plan segments is provided only for the purposes of preparing the Proposals. The Systems Integrator will be provided with a Notice to Proceed for each of the individual Toll Road Segments NO LATER THAN six (6) months prior to the actual "Subject to Tolling" date. All dates are subject to change.

¹ The "Open to Traffic" date is the estimated completion date for construction of the particular toll road segment, at which time the segment may be opened to traffic prior to tolling.

² The "Subject to Tolling" date is the date that the Toll Road Segment will be opened to tolled traffic with the Toll Collection System installed, tested and fully operational.

³ The "Systems Installation" date is based on the anticipated access to the roadway and toll systems infrastructure provided by others, which is scheduled to be a minimum of sixty (60) days prior to the "Subject to Tolling" date.

INSERT ATTACHMENT M-1
SCOPE OF WORK
(Revised 11/12/19)

TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

M1.0 General

M1.01. Background

The Central Texas Regional Mobility Authority (CTRMA) designated the US183-A Turnpike Project as the first priority for implementation in conjunction with the TxDOT plans for development of the Central Texas Turnpike Project (CTTP). Subsequent to the implementation of the design/build process for the US183-A Turnpike Project, the Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities as part of the CTRMA Turnpike System. Several of the toll road segments are in various stages of project development, in design or construction by TxDOT, and it is intended that these proposed segments as identified in *Attachment D* also will be implemented by the CTRMA as parts of its Turnpike System. The Toll Collection System for the various segments of the CTRMA Turnpike System as shown in *Attachment D* includes various combinations of Electronic Toll Collection (ETC), and Express ETC.

M1.02. Summary Scope of Work

The Contractor shall maintain the portions of the Toll Collection System that have received Acceptance as they come on line until Project Acceptance at which time the entire CTRMA Toll Collection System shall be under the Maintenance Services Agreement (“the Maintenance Contract”). For the purpose of scoping the work and the fee structure, the two phases of the Project are considered separate.

M2.0 Scope of Work Elements

M2.01. Scope of Work

The Contractor’s responsibilities shall include preventive, predictive, corrective and emergency maintenance of the entire CTRMA Toll Collection System.

1. Lane Systems

- In-lane Toll Collection System Software
- Lane Controllers
- AVI System
- AVC System
- VES Equipment and Computers
- Equipment in road-side cabinets

2. Plaza System

- Toll Collection System Software
- Plaza Computer Systems (Operating System, Database, Disks, etc)
- Plaza Workstations
- Emergency Generators
- UPS
- Communications Equipment

3. Host System

- Toll Collection System Software including MOMS and Security Access Software
- Host Computer Systems (Operating System, Database, Tape Library, Disks etc.)
- Security Access System
- Communications Equipment
- Host Workstations
- Host Printers and other Toll Collection Equipment

M3.0 MoPac Express Lane Operations and Staffing

The following overview outlines the basic concept of the MoPac Operations, Image Review and Maintenance and Support of the MoPac Express Lanes Project (Express Lanes). Once the project is in revenue collection The Express Lanes are Intended to serve as a reliable north-south travel option along MoPac from Parmer Lane to Lady Bird Lake.

This Scope of Work includes the services, provided by Kapsch TrafficCom USA (formerly known as Schneider Electric) as the Tolls Systems Integrator (TSI), associated with maintenance and operation of the MoPac Managed Lanes project which Includes the Express Lanes Command Center (ELCC), Image Review, Trip Building and monitoring and maintenance of the Express Lanes. The TSI is responsible for the operation and maintenance of the variable tolling system (Toll System) and related Intelligent Transportation Systems in support of the Toll Management System (TMS) described in Toll System and Toll-related

Attachment M-1

ITS Design, Installation, and Testing, Work Authorization 10 (WA#10). The TMS components include, but not limited to closed circuit television (CCTV) cameras, traffic detection system (TDS), variable toll message signs (VTMS), VTMS cameras and VTMS Automatic Vehicle Identification (AVI) equipment. The TSI shall meet the Service Level Agreements and Key Performance Indicators provided in Exhibit 5-1: Service level Agreements and Key Performance Indicators within WA#10. For Maintenance, the TSI's duties, Responsibilities and Liabilities in regard to Performance Measurements are contained within the Maintenance Contract, executed March 3, 2007; Sections 7 Contractor Representations and Warranties and 10.0 Performance Measurement.

The Express Lanes will be in operation and collecting tolls 24 hours a day, 7 days a week, 365 days a year based on current approved business rules, with the exception of limited periodic maintenance intervals.

The Mobility Authority will be responsible for operations of the EXPRESS LANES.

M3.01. Scope of Work Summary

This Scope of Work covers two tasks outlined below:

Task 1 – Operations: Manage and operate the Express Lanes Command Center (ELCC) located at 104 North Lynnwood Trail, Cedar Park, Texas 78613, for the purposes of monitoring, supporting Austin Public Safety staff in returning the Express Lanes to normal operational flow, image review and trip building. The term of the Operations Contract shall be for an initial period of one (1) year (the “Initial Term”), commencing on the Effective Date of Day One of Toll Revenue Collection. The Initial Term shall be extended automatically for successive periods of one (1) year each unless and until terminated otherwise. The Operations Contract may be terminated by either party upon the expiration of the Initial Term or any subsequent one-year extension of this Operations Contract, provided that at least ninety (90) days’ written notice is given to the other party prior to the expiration of the Initial Term and any additional subsequent terms.

Task 2 – Maintenance: Provide monitoring, operations and maintenance support for roadside and Intelligent Transportation (ITS) Equipment identified in WA #10, Exhibit A; Section A3.04, to monitor and validate the accurate operations of the Express Lanes, the Project Host and the Toll System

M3.01.01. Task 1 - Operations

- The TSI shall staff the ELCC during peak hours and in operations from 5:30am – 8pm, 5 days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Attachment M-1

- This task consists of work necessary to provide on-site monitoring of the ELCC and the systems, variable pricing engine, toll rates, performance of manual tasks necessary for the system's effective operation, and the operations of the ELCC.
- TSI shall provide on-site monitoring and traffic control device operation. TSI shall provide the required level of personnel necessary to cover shifts. Shifts can be split or modified, as long as the appropriate staffing levels are maintained
- TSI shall provide continuous monitoring of the variable pricing engine results, participate and lead toll rate discussions, provide tuning and configuration updates to the parameters required to meet the CTRMA goals.
- TSI shall provide on-site monitoring of closed-circuit television, police radio channels, public safety computer-aided dispatch terminals, Internet-based information sources and software programs
- The EXPRESS LANES will be operated with variable pricing. Operators will strive to maintain reliable travel conditions through the use of variable tolls, established to proactively monitor demand on the facility. Reliable travel conditions are defined as Level of Service (LoS) C or better, with average speeds of 53 mph or higher.
- EXPRESS LANES operations will be monitored, and pricing may be adjusted manually if necessary, to achieve the desired effect on traffic. However, it is the intent the system will operate in an automated manner, to the extent possible, under normal traffic conditions. Traffic sensors will be used to monitor continuously the operating conditions of the EXPRESS LANES and a variable toll rate will be calculated to manage demand, in order to maintain an acceptable LoS.

Operations Staffing

TSI shall provide the services including, but not limited to, management, administrative and technical aspects of the Operations Contract. All activities are required to be tracked, meeting minutes produced, and coordination activities documented.

TSI shall provide CTRMA with Operations Manager for the life of the Contract, as well as an Operations Supervisor for the Operations staff. Any changes to the TSI Operations Manager or any of the other indicated personnel in this Contract shall be subject to review and approval by CTRMA in writing. The hiring and training timeline of these personnel is referenced in the Work Breakdown Structure and Staffing Plan (Attachment A)

A3.2 ELCC Supervisor and Operators

TSI shall provide the names and resumes for all management positions. TSI shall provide the names for all non-management positions. Operations staff classifications will include the following TSI positions, as a minimum:

1. ELCC Shift Supervisor
2. ELCC Operators (2)

Attachment M-1

In addition to a ELCC Shift Supervisor, initially it is anticipated that there will be 2 full-time equivalent ELCC Operators covering the following shifts, 13 hours per day and five (5) days per week:

1. Morning shift: 5:30 AM to 1:30 PM
2. Afternoon shift: 12:00 Noon to 8:00 PM

Purpose

The primary purpose of the Operations Staffing is to provide a weekday AM and PM peak staff to operate the EXPRESS LANES, which includes:

1. Monitor, direct, and administer the personnel designated to operate and support the Tolling, TMS, and Managed Lanes system.
2. Perform traffic incident detection and verification using the TMS and available tools.
3. Provide reporting and announcement of roadwork, incidents and events.
4. Support the CTECC by reporting incidents when detected, as well as support First Responders in incident management and recovery.
5. Coordinate operations & roadwork information with various partner agencies.
6. Provide training of staff and updates of procedures to facilitate the improvement of operations and day-to-day interaction.
7. Provide support during emergencies, storms, and other significant events.
8. Support the development of continuous improvement processes through performance measures and self-assessments.
9. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the work in accordance with project documents.

Duties

- The duties for Task 1 consist of all work necessary to manage all of the Personnel included, but not limited to, general oversight of ELCC operators, Quality Assurance and Quality Control, operational assistance during emergencies; weather-related storms, and other significant events as well as general contract administration. It also includes participation in meetings by the TSI.
- TSI personnel shall be scheduled to work Monday through Friday from 5:30am – 8:00pm. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Sub-Task Descriptions for Task 1 - Operations:

- a. TSI shall employ, train, supervise, and schedule ELCC operators. The hiring and training timeline of these personnel is referenced in Exhibit B, MoPac Staffing Plan. This shall include accommodating vacations, sick leave, and other absences of CTRMA Operations personnel by providing adequate training and supervision of relief operators, and on-call personnel.

Attachment M-1

- b. TSI Operations personnel shall be responsible for issuing a work order for equipment repair and helping to establish priorities for repair of failed equipment shall also be considered part of this task.
- c. TSI shall attend regular meetings with CTRMA to cooperatively identify and prioritize work to be performed.
- d. TSI shall maintain records and documentation as directed to support the overall operations of the ELCC and provide data for documenting performance measures and progress.
- e. TSI shall participate in post-incident debriefings with all appropriate Agencies involved in managing such major traffic incident, to determine whether existing operating procedures should be changed.
- f. TSI personnel assigned to this task shall be available to respond to electronic notifications within one hour during off-duty hours to provide assistance as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures.
- g. TSI shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including planned and unplanned staff absences, emergencies, storms, and other significant events.
- h. TSI shall prepare and submit monthly invoices and progress reports in accordance with applicable CTRMA requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters, and any other official project related correspondences, as well as hiring of staff and or other personnel related duties. The Clerical/Administrative support staff are not expected to have ELCC-related activities as a full-time task nor are they to be based at the TIMC.
- i. During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by CTRMA. If CTRMA deems additional TSI personnel are necessary to operate the expanded functions of the MoPac project, the TSI shall provide extra staff (provided a minimum of four-hour notice is provided) for the short-term. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift. If CTRMA determines the additional ELCC staff will be a permanent position requirement, the staffing level shall be adjusted via supplemental agreement. Additional pricing estimates shall be provided upon request.
- j. TSI shall participate in the monitoring of traffic incidents by issuing appropriate notifications to the CTECC and activating motorist information resources from the ELCC during the previously given hours of operation. All

Attachment M-1

other times the CTECC will be monitoring for incidents. Problems encountered with any of the systems must be reported immediately to the appropriate systems support personnel as described in the Standard Operating Procedures. TSI shall update social media as defined in the Standard Operating Procedures on behalf of the CTRMA.

- k. TSI shall provide coordinated monitoring of incidents with CTRMA and outside agency personnel. Incident monitoring shall be performed in accordance with the Standard Operating Procedures.
- l. TSI shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate CTRMA Personnel.
- m. TSI shall perform Trip verification activities, inspection of queued images within 48 hours to verify posting of toll rates and charges for trips.
- n. TSI shall perform Trip verification activities, including visual inspection and verification of toll charges for Trips within 72 hours as described in the Image Review Operational Procedures.
- o. TSI will provide Image Reviewed plates for trip building purpose and image-based tolling that will be sent directly to Image Billing vendor as described in the Image Review Operational Procedures.

M3.01.02. Task 2 - Maintenance

- TSI shall provide monitoring, support and maintenance for all items installed and integrated as part of the MIP. These items include, but not limited to items identified in WA #10, Exhibit A, Appendix F and Exhibit H: four (4) gantry locations for toll system installation, Variable toll message signs (VTMS) and VTMS cameras, traffic detection systems, CCTV cameras, Project Host, servers, generators, uninterruptable power supplies, toll collection equipment, cameras, switches, cabling, Violation Enforcement System, software and configuration items for Automatic Vehicle Identification, Automatic Vehicle Detection System, Image Capture and Processing System, Digital Video Audit System.
- TSI shall ensure the MoPac Express Lanes system meets the Service Level Agreements and Key Performance Indicators identified and agreed to in Work Authorization #10, Section 5 Performance Requirements.

Sub-Task Descriptions for Task 2 – Maintenance:

- a. Four toll collection points are defined on the MoPac Expressway. TSI will be responsible for maintaining the entirety of the Express Lanes, including all components provided directly by the system integration contract with Kapsch TrafficCom.

- b. On-site monitoring of traffic control device operation, managed lanes, and variable message sign system of the systems includes monitoring of and dialog with, but not limited to:
 - i. The relevant software program and the associated/related field equipment; and
 - ii. The software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

M3.02. Contract Support

This task covers work by TSI to update Standard Operating Procedure manuals for use in day-to-day operations and to provide necessary training. CTRMA shall review and approve proposed training procedures. TSI shall provide materials to CTRMA documenting the training of personnel. This task also includes proactively assisting CTRMA in minimizing the impact of construction, maintenance, and other activities on the motoring public.

5.1 Sub-Task Descriptions for Support Task:

- a. TSI shall work with CTRMA to develop and update the Standard Operating Procedures (SOP) Manuals for use. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. TSI shall, at a minimum, review all SOPs on a semi-annual basis and provide CTRMA with recommendations for changes to address current operational conditions.
- b. TSI shall provide training to new operations personnel and in-service training to existing staff. The training shall be based on the current CTRMA SOP manuals. Training shall be provided on an as-needed basis as TSI staff is transitioned into the project; when new or significant changes are applied to SOPs or software programs; or when individual operator performance indicates the need for remedial training. Training shall include formal classroom style exercises and hands-on training. The training shall provide for knowledge checks to ensure they are competent prior to their being assigned to the operations tasks. Training shall also include side-by-side mentoring in the form of assignment to the operations tasks for at least one week under the supervision of a Supervisor. This applies to both new operators and operators for whom remedial training is required.
- c. In order to keep the staff current with their abilities, TSI shall conduct “in-service” training to all staff. This shall be in the form of written exercises, or

Attachment M-1

other CTRMA approved methods, and shall take place at least once per month.

- d. Maintenance Personnel and other entities with approved, planned lane closures on State Highways will send information to the TMC describing the details of the activities and lane closures in advance of the closure. TSI personnel will enter this information into the TMS software, prepare DMS plans for the work, and forward non-maintenance work and DMS plan information to appropriate CTRMA personnel, in accordance with Standard Operating Procedures.
- e. On a daily basis, TSI personnel shall review systematically the roadwork information received at the ELCC and identify those locations competing needs for lane closures exist. TSI personnel shall notify the appropriate parties when a conflict is identified. It will be the responsibility of the competing parties to resolve the conflict.
- f. On a daily basis, and in accordance with Standard Operating Procedures, TSI personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to CTRMA personnel.

M3.03. PERFORMANCE MANAGEMENT

TSI shall carry out all Work in accordance with the Project Schedule and in a prompt, skillful and careful manner, using qualified personnel and in accordance with the “Standard of Care” defined as that level of care and skill ordinarily exercised by other employees currently practicing in the same locality under similar conditions. Employees shall perform the Work in a manner that is coordinated with contractor activities on the Project, and in accordance with the terms and conditions of this Work Authorization and the Agreement.

TSI will ensure that operators are compliant with established corporate policy regarding performance evaluation, training, and mentoring. Performance reviews and improvement will also be in accordance with established corporate guidelines.

M3.04. Staffing Management

TSI shall ensure employees meet the following minimum requirements:

- 1) Current driver license or Texas Identification (ID) card in accordance with the Texas Statutes.
- 2) Minimum age of eighteen (18) years old.
- 3) Proof of education, certifications, diploma(s), degree(s), professional affiliation(s).

- 4) Document the minimum of the last five (5) employment positions unless having worked less after graduating high school or college.

TSI shall conduct reference checks on all TSI personnel proposed to be used on/during this Contract and will keep all reference records on file and available to CTRMA for the Contract period.

TSI, during the Contract period, shall, prior to hiring, have resumes of all proposed staff and all new hires along with copies of Driver's Licenses or State of Texas issued ID on file for CTRMA review.

M4.0 Maintenance Plan

The Contractor shall create a Maintenance Plan that covers all aspects of the CTRMA Toll Collection System pertinent to the Scope of Work.

The Maintenance Plan will be updated periodically by mutual agreement of the parties as they deem reasonably necessary.

M4.01. Coverage

The Contractor will provide maintenance services on a seven (7) day a week/twenty-four (24) hours a day basis with the following response and repair times depending on severity of incident, except where otherwise specified in an approved roadway maintenance manual.

- A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.
- Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.
- A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.

For purposes of the above, response time is defined as the period beginning when the Contractor is notified of a problem and ending when the Contractor's maintenance technician creates a ticket. Repair time is defined as the period beginning when the Contractor's ticket is acknowledged and ending when the fault is corrected. Response and repair time for every maintenance event will be recorded and made available to the CTRMA.

For all remote Express Toll Locations on the State Highway System, the Contractor shall work with CTRMA in scheduling and coordinating any maintenance, adjustments, and repair activities involving active traffic lanes for setting up the lane

and accessing the equipment in the lane. All maintenance, adjustments, and repair activities within State highways will be subject to the review and approval by TxDOT and the CTRMA.

M4.02. Notification Procedures

The Contractor may be notified of Toll Collection System malfunctions, problems, and discrepancies in several different ways. There can be verbal notification from a CTRMA employee, written notification from an authorized CTRMA employee, verbal notification from CSC/VPC staff, and MOMS messages from the MOMS or other MOMS notification system (i.e., automatic paging, etc.).

In all cases, it shall be the responsibility of the Contractor to log all reported problems with all pertinent information concerning the problem into MOMS. After receiving notification, the Contractor shall confirm the problem directly with the reporting individual or other CTRMA personnel at the location of the problem. The Contractor shall then dispatch the appropriate maintenance personnel to resolve the problem.

M4.02.01. Verbal Notification

Verbal notification of a maintenance call shall be defined as in-person, telephone, or pager call, and subsequent return telephone call by the Contractor. In all cases, the first conversation with or page of the Contractor shall signify the start of response time for purposes of measuring the Contractor's response time.

M4.02.02. Written Notification

Written notification shall be defined as a written description of a problem, typically provided by the CTRMA or the VPC.

M4.02.03. MOMS Notification

MOMS notification shall consist of the MOMS software identifying a problem with the system. MOMS message information shall be provided in the maintenance reports, as described elsewhere in this document.

M5.0 Spare Parts

Spare parts prior to Project Acceptance will be procured through the Toll Collection System Contract. Notwithstanding anything to the contrary in this specification, the Contractor shall purchase on behalf of the CTRMA (and at the CTRMA's expense) an initial stock of spare parts and equipment for the Toll Collection System at such time as the CTRMA and the Contractor shall mutually agree at the cost of such spare parts and equipment without any 10% mark-up.

M5.01. Procurement

Attachment M-1

The Contractor shall purchase all spares on behalf of the CTRMA in a manner to ensure that the CTRMA obtains the benefit of all warranties associated with such spares. The cost of the spare parts shall not include any mark up and shall be agreed to prior to the Effective Date. The Contractor shall maintain and track the inventory of all spares and consumables for the CTRMA using the MOMS and shall provide the CTRMA with a list itemizing all spares and consumables in the CTRMA's inventory as reasonably requested, but not more frequently than once a month. All of the CTRMA's spares and consumables shall be maintained by the Contractor free and clear of all liens and encumbrances of any kind whatsoever at locations to be agreed upon between the CTRMA and the Contractor. The CTRMA shall have the right to inspect the spares and consumables inventory during normal business hours and shall give the Contractor written notice any time the CTRMA removes any of its spares or consumables.

M5.02. Inventory Management

The Contractor's performance of the Maintenance Services is predicated on there being an adequate spares inventory available. The Contractor shall provide no less frequently than annually a list of recommended spares quantities, and it is the CTRMA's responsibility to approve the purchase of the spares to be made. The CTRMA will hold harmless the Contractor in the event spares are not available as a consequence of the CTRMA's not accepting the Contractor's recommended quantity of spares. The Contractor shall hold harmless the CTRMA in the event spares and/or consumables are not available as a consequence of the Contractor's failure to purchase the spares and/or consumables ordered by the CTRMA.

The Contractor shall be responsible for providing all miscellaneous repair parts and materials costing less than \$20 per item, at its own expense, which shall include, but not be limited to, fuses, touch-up paint, screws and nuts, wire, connectors, cables, labels, and insulating tape, as required, to comply with the requirements of these specifications. The Contractor will provide normal shop consumables (e.g., solder, lubricants, cleaning rags, etc.) and spares costing less than \$20 per item, excluding toll system consumables (e.g., magnetic media, batteries, receipt printer paper, light bulbs, etc.), at no additional cost to the CTRMA.

The Contractor shall cooperate with and assist the CTRMA as reasonably necessary to ensure that all spare parts, equipment and other CTRMA owned property stored or otherwise located on the Contractor's leased property shall not be subject to any risk of being confiscated, claimed, attached, or withheld by the Contractor's landlord, any of the Contractor's creditors or any similar risk. This cooperation shall include, but not be limited to, affixing appropriate labeling to all such property. The Contractor's Maintenance Facility and/or any location where CTRMA equipment is stored shall be secured and connected to the Security Access System. It is also recommended that the Contractor's Maintenance Facility be part of the CTRMA network and all Contractor access to the CTRMA System be made through this network. It is the Contractor's responsibility to ensure that the Contractor Maintenance Staff have access to the MOMS and all the required connections are established.

M6.0 Staffing

As of the Effective Date, the Contractor shall have the following full-time personnel situated in Austin. Changes in the scope of work, including, but not limited, to the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels.

- Maintenance Manager (who shall be responsible for overseeing the performance of the Service)
- Maintenance Technicians
- Network/System Engineer (can be remote)

An office housing the administrative functions and the central repair depot (including the spares warehouse) will be located in the Austin metropolitan area.

A senior employee of the Contractor shall be identified with overall responsibility for overseeing the performance of the Maintenance Contract and managing the Maintenance Services.

The Contractor shall ensure that the field maintenance team has technical support in the areas of radio frequency, hardware, systems, communications and software.

M7.0 Personnel Training

The Contractor's field technicians shall have completed training courses, as evidenced by the resumes provided by the Contractor to the CTRMA, prior to being assigned to work on the CTRMA Toll Collection System. The Contractor shall provide for any necessary supplemental training of all maintenance technicians for the Toll Collection System, which shall be scheduled such that it will be completed no later than one (1) week prior to field installation of the any new lane configurations. The training shall consist of a minimum of two (2) weeks of both hands-on classroom instruction and on-the-job training.

M7.01. Staff Assignments

Maintenance staff shall be part of the Contractor's field installation team to obtain first-hand experience with the equipment.

The Contractor's Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Contractor's Technicians, because of experience at the bench level, shall also be trained to repair equipment at the component level as needed.

M7.02. Training Materials

Training materials shall consist of maintenance manuals, vendor manuals and other documentation that may be provided by the Contractor or by the CTRMA, as well as classroom training materials to be developed by the Contractor.

M7.03. Training Program

The content of the training course shall contain but not be limited to the following:

- Use of maintenance documentation such as maintenance manuals, drawings, parts lists and vendor manuals
- A maintenance program showing personnel assignments, transportation requirements and communications
- Systems overview
- Theory, use, preventive maintenance, troubleshooting, diagnostics, repair and testing of the lane to plaza to host interaction ("System"), lane to plaza interaction ("Sub-system"), and repairs to equipment or components (assembly/ sub-assembly/ component), and lane operations
- System preventive maintenance at the host, plaza and lane levels, including schedules
- Maintenance facilities (including equipment)
- Corrective and emergency maintenance procedures (troubleshooting, diagnostics, repair, testing and post-maintenance)
- Spare parts and spare equipment provisioning
- Use of maintenance tools
- Response times, expected repair times
- Maintenance facility procedures
- Maintenance forms and maintenance reports

The Contractor's Maintenance Manager shall attend the training course with the Maintenance Technicians and the CTRMA staff shall also attend the training. The

Attachment M-1

Contractor shall establish procedures for training new-hire or replacement personnel and shall provide refresher training for the existing maintenance force. New hire or replacement personnel shall receive the same hands-on classroom and on-the-job training as specified in this section before being assigned official maintenance duties.

The Contractor shall keep training records on all maintenance personnel. The CTRMA shall be allowed to audit maintenance personnel qualifications and training records at any time during this Contract.

The Contractor shall supply training procedures for maintenance personnel for CTRMA approval not less than 60 days prior to the training start date.

M8.0 Safety

The Contractor shall adhere to the CTRMA's safety procedures set forth in the Maintenance Plan.

M9.0 Reporting Requirements

The CTRMA and its Representatives shall always have access to all service records.

M9.01. Field/Shop Maintenance Records

The Contractor shall maintain current and accurate records for all field and shop maintenance work. The Contractor shall prepare a service report every time service is performed for corrective or emergency work and such information shall be entered MOMS. The report shall include, but not be limited to notification time, notification procedure (verbal, written, or MOMS), plaza ID and lane number (if in-lane equipment) or equipment location, toll collector's ID number (if a collector is in the lane), equipment description, work or service performed, reported fault, parts used and the time the service was started and completed. One copy of all service reports and records shall be forwarded to the CTRMA once every month. All preventive and predictive maintenance activities shall be reported in the same manner as corrective and emergency maintenance work.

M9.02. Summary Reports

Monthly maintenance summary reports shall be prepared and submitted to the CTRMA. These reports shall include, but not be limited to, average repair times, failure statistics, spare parts and spare equipment used, spare parts and spare equipment disposition (i.e. returned to manufacturer for repair, in maintenance shop for repair, etc.), total down time of the equipment and other summary information for all classes of equipment.

M10.0 System Documentation

The Contractor shall maintain one full set of all Toll Collection System documentation including, but not limited to, as-built drawings, toll equipment service manuals, computer manuals, software documentation, parts lists and other data as may be required for record

Attachment M-1

purposes at the toll maintenance shop. In addition, one (1) versioned set of complete documentation shall be maintained by the Contractor in a documentation management system.

The Contractor shall furnish all maintenance personnel with appropriate System documentation as may be required to perform their respective duties.

All System documentation shall be recorded at the toll maintenance shop. The documentation provided and/or assembled under the Maintenance Contract shall be considered proprietary and confidential. The Contractor's employees shall not reproduce the documentation or discuss the contents of the documentation with the CTRMA toll collectors or other unauthorized personnel.

M11.0 Performance Measurement

The CTRMA will review the Contractor's performance on a monthly basis, utilizing the monthly summary reports provided by the Contractor, in addition to input from the CTRMA staff. Performance will be measured by:

- Comparing average response times and repair time in each "Priority" category described under "Coverage" in Subsection M3.01 for the current month, year to date, and since Notice to Proceed for this Maintenance Contract with the requirements specified in the Technical Requirements.
- Failure to keep accurate records or otherwise improperly reporting maintenance activities.
- Review of spare parts and spare equipment availability

As described in the Restated Maintenance Agreement, the Contractor will be notified in writing of deficient performance and shall take corrective actions.

M12.0 Key Performance Indicators

Kapsch proposes the following Key Performance Indicator (KPI) measurements for Maintenance services. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including either liquidated damages for missed targets or lost revenue.

Audits conducted by CTRMA or its third party vendor will be completed according to the schedule set forth below or at CTRMA's discretion.

KPI ID	KPI Name	Key Performance Indicator Description	KPI	Maximum Liquidated Damages (per calendar month)	Testing Frequency
1	AVD	The vehicle detection subsystem shall detect 99.90% of vehicles passing through the Toll Zone once and only once under all conditions within the Design specification	99.90%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

Attachment M-1

		described in the requirements, including vehicles in the shoulders and straddling the lane and shoulder. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.		threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
2	AVC	The AVC subsystem shall correctly classify 99.50% of all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lanes. Shoulders are excluded from this calculation. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
3	AVI	The AVI subsystem will correctly detect, read and assign to the correct vehicle 99.90% of all properly installed Transponders on all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles in the shoulders and straddling the lanes.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
4	LPIC	The LPIC subsystem will capture one front human readable license plate image or one rear human readable license plate image and associated to the correct vehicle for 99.50% of all detected vehicles traveling at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lane and shoulder.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
5	IR	For transactions rejected by the manual review process, less than 1.00% shall have incorrect code-off results.	<1.00%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

Attachment M-1

				threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
6	Trip	99.50% of all transactions shall be correctly assembled into trips.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
7	Trip	99.99% of all trips shall be transmitted to the CTRMA primary host system within 4 calendar days of the exit transaction of the trip.	99.99%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
8	MVD	The volume provided by Traffic Detection Systems (MVD) shall be 95.00% accurate.	95.00%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
9	Host	100% of all transactions must be processed within 20 days of their transaction timestamp. A transaction qualifies as “processed” if the transaction has reached its final destination within the CTRMA Transaction processing workflow. The transaction processing workflow is responsible for achieving the required 20 day processing limit within the agreed constraints of external vendor processing quantity allowances.	100.00%	Actual revenue above \$5,000 (calculated using liquidation rate) AND 2. 50% of any indirect costs incurred greater than \$5,000, with a limit of \$50,000 per occurrence in addition to any direct damages applicable per <i>Section 7. Performance Guaranty</i>	Monthly

Attachment M-1

10	IR	For transactions requiring manual review process, 99.50% shall be completed within 72 hours from the time the transaction qualified for manual review.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly Calculated based on number of transactions within a month vs. number not processed within 72 hours.
11	Reports	1. The monthly report, accurately detailing system performance relative to all Project KPIs, shall be submitted to CTRMA each month. 2. System and as necessary manual report to be provided by the contractor to indicate performance. 3. Contractor to provide complete report, cover page, table of contents, KPI table and summaries, format to be agreed upon by Contractor and CTRMA.	By the 15th of the following month	Cannot invoice for monthly maintenance without submitting this report.	Monthly
12	Availability	Each ETC lane shall be available 99.50% of the time. An available lane is defined as a lane with the ability to collect revenue either through image capture or tag read and association.	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for the this section.	Monthly
13	Availability	The Host Level system shall be available 99.50% of the time. An available host is defined as a fully operating host such that Reports, ROMS, and transaction processing are online (with the exception of approved downtime for maintenance purposes).	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for this section.	Monthly
14	Availability	Express Lanes CCTV shall be available 99.50% of the time, excluding scheduled maintenance.	Express: 99.50%	\$200 per each 0.5% below threshold	Monthly
15	Availability	Non-Express CCTV shall be available 95.00% of the time, excluding scheduled maintenance.	Non-Express: 95.00%	\$200 per each 0.5% below threshold	Monthly
16	Availability	DMS shall be available 95.00% of the time, excluding scheduled maintenance.	95.00%	\$200 per each 0.5% below threshold	Monthly
17	Availability	Express MVDs shall be available 99.50% of the time per segment, excluding scheduled maintenance.	Express: 99.50%	Express: \$100 per each 0.5% below threshold per segment.	Monthly

Attachment M-1

18	Availability	MVDs shall be available 95.00% of the time per device, excluding scheduled maintenance.	Non-express: 95.00%	Non-Express: \$100 per each 0.5% below threshold per device.	Monthly
19	VTMS Availability	The VTMS System will be available as outlined below, excluding scheduled maintenance. Availability of 99.95%, with a 15 minute grace period for emergency maintenance.	99.95%, 15 min. grace excluded	Actual revenue above \$5,000 (calculated using liquidation rate).	Monthly
20	VTMS Accuracy	The System will post and maintain the correct toll rate to the VTMS 99.90% of the time per VTMS under all conditions within the Design specification described in the requirements.	99.90%	\$200 per each 0.5% below threshold	Monthly
21	Time to Respond – Priority 1	On Average, all priority 1 tickets must be acknowledged within 1 hour of ticket creation. A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.	N/A	\$200 if average is > 1 hour	Monthly
22	Time to Repair - Priority 1	On Average, all priority 1 tickets must be repaired within 4 hours of ticket acknowledgement.	N/A	\$350 if average is > 4 hour	Monthly
23	Time to Respond – Priority 2	On Average, all priority 2 tickets must be acknowledged within 1 hour of ticket creation. Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.	N/A	\$200 if average is > 1 hour	Monthly
24	Time to Repair - Priority 2	On Average, all priority 2 tickets must be repaired within 12 hours of ticket acknowledgement.	N/A	\$350 if average is > 12 hour	Monthly
25	Time to Respond – Priority 3	On Average, all priority 3 tickets must be acknowledged within 1 hour of ticket creation. A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.	N/A	\$200 if average is > 1 hour	Monthly
26	Time to Repair - Priority 3	On Average, all priority 3 tickets must be repaired within 36 hours of ticket acknowledgement.	N/A	\$200 if average is > 36 hour	Monthly

M13.0 Confidentiality

The Contractor shall keep all information regarding its activities pursuant to this Contract confidential and will communicate such information only with authorized CTRMA personnel or CTRMA designated representatives.

[END OF SECTION]

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

RESOLUTION NO. 19-073

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES ON MOBILITY
AUTHORITY TOLL FACILITIES**

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 Authority's toll roads as described: (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lane; (5) 45 SW Toll; and (6) 183S Toll.

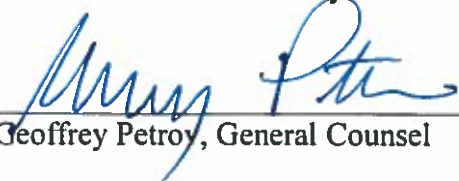
NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the toll projects described above, effective November 20, 2019; and

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.

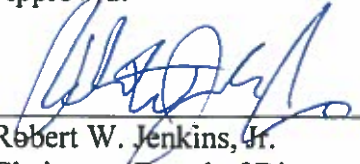
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 20th day of November 2019.

Submitted and reviewed by:



Geoffrey Petroy, General Counsel

Approved:



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

No.	Owner's First Name Last Name	County	Zip Code	License Plate Number	License Plate State	Number Of Tolls
1	ABRAHAM JEROME COESYNORA HOLLEY COE	Travis	78653	1KFWM	TX	1197
2	DEMETRIST WALLACE	Bastrop	78621	3NVXC	TX	1508
3	ELAINE MICHALL HARDISON	Travis	78660	4PMPP	TX	1182
4	EDWARD R RUTLEDGE	Williamson	78641	6JRZP	TX	1840
5	CORNELL LEWIS HARRISON SR ELANDA DEANN DELLEY	Travis	78653	7JSFN	TX	1726
6	CHRIS B CRUDELE	Williamson	78613	AT10460	TX	997
7	DAVID KURTIS CHESSMORE	Williamson	78641	AV17833	TX	1530
8	CARLOS LOREDO	Travis	78653	BB8C866	TX	734
9	CHRISTOPHER MCBRIDE MIRANDA L MCBRIDE	Williamson	78641	BGM5617	TX	1461
10	CURTIS DAVID JERRELLS	Williamson	78613 2018	BJN1417	TX	1257
11	BLAIRE NICOLE HAMPTON	Williamson	78641	BMC8104	TX	1151
12	CAROL LANGLEY ARNETT BRADLEY DEWAYNE ARNETT	Williamson	78641	BPT5555	TX	821
13	AMANDA HOELSCHER	Williamson	78641	BVS9133	TX	1457
14	CYNTHIA RAMIREZ GUERRA	Williamson	78641	BYD1113	TX	1685
15	BRODIE ALLEN HAVEL	Williamson	78628 2199	CF4H595	TX	1132
16	DEVIN FLYNN MATTHEWS	Williamson	78613 0062	CKV8644	TX	1347
17	CAROLYN CARTER MARSHALL	Bexar	78232	CNK3142	TX	1170
18	CHRISTOPHER CHAD MONTEY JENNIFER LYNN MONTEY	Williamson	78630	CNN8800	TX	1583
19	ANNESSA TRINETT FREEMAN	Travis	78754 6082	CSR8219	TX	1363
20	DARRELL B MOKRY	Williamson	78641	CT7W913	TX	901
21	ALEJANDRO MERCADO	Travis	78653	CXS3717	TX	1401
22	BAILEY R GILBERT	Williamson	78641 3032	CZ8G140	TX	1334
23	ANSELMO ALVARADO TORRES	Travis	78653	CZX3951	TX	869
24	CANDIDA GONZALES	Travis	78653	DBM3109	TX	1127
25	ASHLEY CAROL FLEMING	Bastrop	78621	DBW2932	TX	1272
26	ALFONSO DAVILA	Williamson	78641 1576	DDD3798	TX	1246
27	DONNA FLOOK	Bell	76548 2383	DDX6281	TX	1502
28	ASHLEY SUSAN HASENKAMP	Williamson	78641 4435	DFY5069	TX	1663
29	CHRISTINE L COBB	Williamson	78641	DJD1292	TX	889
30	CERSANDRY FREEMAN MCCRAY	Llano	78643	DMV7651	TX	1151
31	ANAI MONDRAGON MONDRAGON	Travis	78653	DNM6804	TX	1317
32	CHRISTOPHER DAMON LOPEZ TARA SIMS LOPEZ	Williamson	78641	DPD9383	TX	1369
33	DARRELL KEITH OWENS	Williamson	78641	DPM9415	TX	1245
34	CHERELLE DENISE VANBRAKLE	Travis	78653	DR8H786	TX	1244
35	DAVID BRANDON GONZALESSHYMETRIA EVON GONZALES	Williamson	78641	DRJ2579	TX	1269
36	CARLOS RAMON HENDERSON ENRIQUE TORRES	Williamson	78641	DRS1981	TX	1183

37	CONNIE SHAY HAMILTON DAVID SCOTT HAMILTON	Travis	78729	DSJ4079	TX	1375
38	BYRON BACAS JR	Williamson	78641	DVV6974	TX	1019
39	DANA MCCONNELL	Williamson	78641	DYC5345	TX	1231
40	CHRISTOPHER J JEWETT GAIL JEWETT	Williamson	78634	DZK6542	TX	1051
41	CHRISTOPHER SULLIVAN	Williamson	78641	FFY5036	TX	1601
42	CRYSTAL CADEZE MOSLEY SHOBYAN JERNAT DUGAR	Williamson	78641 3753	FJC1965	TX	1322
43	DONALD JAMES LESCHBER	Williamson	78628	FJC9451	TX	1124
44	DETRA D SMITH	Travis	78653	FPS6661	TX	1465
45	ADAN REYES MORALES NALLELY MARQUEZ	Travis	78758	FTF1496	TX	1312
46	DAVID JAMES KEESE	Williamson	78641 8648	FVJ3680	TX	1344
47	DUSTIN LEE MELTON	Williamson	78613	FVN9094	TX	1079
48	DARRELL KEITH OWENS JESSICA LEANNE OWENS	Williamson	78641	FXL0587	TX	1585
49	ASHLEY JEANEE BARNES	Travis	78723	FZH0792	TX	964
50	BRIAN JAMES MILLER	Travis	78727	GBD6062	TX	1142
51	AMY KATHERINE MOSLEY	Williamson	78641	GJ93DB	TX	1295
52	ALEXANDRA DENISE HEIDELMEIER	Travis	78729	GKB0738	TX	936
53	AYUMI LEE PEREZ	Travis	78653	GKZ1737	TX	1390
54	BRANDON GRIBBLE	Burnet	78605	GLZ3413	TX	1506
55	CATHERINE MARIE JOYCE	Bastrop	78650	GM84JC	TX	1582
56	BRITTANY S CALAME	Williamson	78641	GMN9405	TX	1509
57	DEE ANN RICHEY	Lampasas	76539	GPJ9634	TX	1267
58	CORDERROL DWAYNE LEWIS	Hays	78610	GTL2471	TX	739
59	DWIGHT HALL DEROUEN	Williamson	78641 4067	GWT2560	TX	1241
60	ANNALISA CASTILLO	Burnet	78611	GWV4650	TX	1669
61	DANIEL BIRD	Williamson	78664	GWW1712	TX	704
62	BRIAN DOUGLAS MAYS MEGHANN MAIRE HYDER	Travis	78660 1704	GWW8041	TX	788
63	CASSANDRA MARIE MAUEL	Williamson	78613	GWZ3182	TX	1395
64	BELINDA NICHOLE DIMAS	Travis	78653 3518	GXP2972	TX	1043
65	DENITA ANDERSON	Travis	78653	GYZ9869	TX	1890
66	CHRISTOPHER MICHAEL FERRIS	Travis	78752	GZB5479	TX	1228
67	ANGELA CAMILLE SWARTZ	Williamson	78641	HBV3275	TX	1241
68	CLAYTON JAMES KNETSCH	Burnet	78605	HFV6636	TX	1362
69	CHRISTIAN OLIVAREZ	Travis	78750	HHN8670	TX	1064
70	BAILEY JOE TINSLEY ALEXSIS DIANE TINSLEY	Williamson	78641	HHP4196	TX	2477
71	ABRAHAM HERNANDEZ REBOLLAR	Williamson	78613	HHP4935	TX	863
72	AURIONNA EMILIA MEDLEY ORTEGA	Bastrop	78621	HJY4320	TX	1340
73	CORRIS JOSEPH VILAIRE	Williamson	78613	HKT0113	TX	1170
74	DAWN RUSSELL	Travis	78727	HLZ3006	TX	961

75	BENJAMIN BRANDON GONZALESKATHERINE ANN ROBBINS	Williamson	78641	HMG7305	TX	1593
76	ANTHONY LANARD BARNES MESHA LASHELL BARNES	Travis	78653	HMH1399	TX	1791
77	BRANDON LEE FAUGHTKORIE ANN FAUGHT	Williamson	78641	HNY8499	TX	767
78	ASHTON JAMAL MAYSBRIA DANIELLE COLE	Travis	78702	HNZ0506	TX	1407
79	BRANDON BRYAN SANTANATEODORO VALENCIA	Travis	78723	HPF0633	TX	800
80	ALAN G POGORZELSKI HEATHER E POGORZELSKI	Williamson	78642	HSR7759	TX	971
81	DANIEL EDUARDO CARCAMO	Cameron	78520	HTL4335	TX	1552
82	BREANNA RENE BELL	Travis	78653	HTN0811	TX	1772
83	CHRIS CONTRERAS	Williamson	78641	HVC5160	TX	1257
84	ASHLEY STOY	Williamson	78641 3434	HVC7484	TX	1268
85	CHRISTIAN OMAR RODRIGUEZ	Bell	76549	HWB8345	TX	827
86	DANIEL GONZALES	Travis	78717	HWF5933	TX	1113
87	CHANDRIKA V MCINTOSH LEO BROWN	Travis	78653	HWV7070	TX	1321
88	DARYL GROVER WIGGLESWORTH	Travis	78653	HXZ8970	TX	592
89	CARINA MAPLE	Williamson	78642 3516	HYB2299	TX	1733
90	BEVERLY TURK GEORGE C TURK	Williamson	78613	HYB6171	TX	1195
91	CHRISTOPHER M VARGAS	Williamson	78641 2270	HYB6771	TX	1169
92	ANNE K BEANKATHLEEN C RICHARDSON	Williamson	78642	JBM6013	TX	1215
93	BLINCOE ENTERPRISES INC	Williamson	78680	JCY1675	TX	1412
94	DONALD EDWARD BURRIS II DANA ALICE DAMUTH	Williamson	78641	JDJ7625	TX	1220
95	DIANA MARIE TOWNSEND	Williamson	78613	JGJ5593	TX	1773
96	CHAVAIL CYMONE CARTER KIMBERLY DENISE FITZGERALD	Hays	78640	JHT0629	TX	1531
97	ALEJANDRO ALDARONDO JR RYAN ALEXANDER ALDARONDO	Williamson	78642	JHT4234	TX	1253
98	DWIGHT HILL	Williamson	78653	JKR7072	TX	1431
99	BRANDY ANN DUNFEE	Williamson	78641	JKV9113	TX	1376
100	BEAU JASON AMBROSE SALINAS SRBEAU JASON AMBROSIO SALINAS JR	Travis	78653	JLK8731	TX	734
101	ANNA MARIE SCHAFER	Williamson	78613	JMM7491	TX	951
102	CRISTY CYNTHIA PALMAEDGAR A ALVAREZ	Bastrop	78621	JMN0148	TX	1453
103	DAWN DENISE CHESHIER	Bexar	78254 6200	JNB3974	TX	1315
104	ASHLEY MICHELLE HOLMES	Lampasas	76550	JNM8818	TX	1094
105	CHRISTIAN GONZALEZ-GARCIA	Travis	78728	JPX5713	TX	1239
106	KAREN SEBOLT HEADRICKTOMMY DARRELL HEADRICK	Burnet	78611	JPX7481	TX	843
107	DREW NORMAN GRANTHAM	Williamson	78613	JRH0428	TX	1127
108	CRIS MARIE ELLIS	Travis	78726 3537	JRH0501	TX	1396
109	ANAI MONDRAGON MONDRAGON	Travis	78653	JRH5750	TX	1778
110	DARION DICKSON	Travis	78653	JRP3703	TX	1728
111	BRANDY LEE GASS MICHAEL STEPHENS GASS	Williamson	78641	JSK6924	TX	1643
112	CLARISSA ROSETTE DUBERSTEIN	Williamson	78641 3926	JVG8471	TX	1000

113	CORDELL ALFRED MAYER ABBEY DIANE MAYER	Williamson	78642	JVG8890	TX	1761
114	ANGELICA MARIA VEGA	Williamson	78641	JVM9571	TX	1555
115	ANTHONY DEWAYNE WALKER	Bastrop	78621	JWH0663	TX	915
116	CHRISTOPHER MICHAEL CLARO	Travis	78653 4580	JWH4481	TX	957
117	EDDIE HILL JR	Travis	78708	JXD2025	TX	1506
118	CANDACE RACHELLE HAGAN	Williamson	78613	JXD2572	TX	1208
119	DOUG MICHAEL YARUSSO	Williamson	78641 3828	JXD6881	TX	1274
120	CARISSA GAYLE AGUIRRE	Williamson	78642	JXL1369	TX	894
121	CHRISTINA DELEON JESUS LUIS CANO	Travis	78653	JYB6393	TX	1027
122	BRYAN WHITE	Williamson	78641 2210	JYR2269	TX	1337
123	BRETT POWELL	Williamson	78641	JYT4369	TX	743
124	DACODA LEE GUNN	Williamson	78613	JYT4543	TX	1374
125	CAROLYN WALKER	Bastrop	78621	JYV3275	TX	1615
126	CLINTON WAYNE SANDIFER	Bastrop	78621	JYV9715	TX	1486
127	BRITTANE MAIRE STEWART	Travis	78723	JYW4514	TX	1517
128	BRIAN JAMES PUTNAM	Williamson	78681 4027	KBK7250	TX	1650
129	DEMITRIUS JOSEPH RIVERA	Williamson	78641	KBM2694	TX	1204
130	ELIZABETH ASHLEY VASQUEZDERLY RENDON	Travis	78741	KBM4729	TX	1246
131	AMBER CRAIG RICHARD C BOTHWELL JR	Williamson	76537	KBM6430	TX	1174
132	BILLY RAY MELOT JR	Williamson	78641	KBM7466	TX	1881
133	ALFRED G GONZALEZ JR DIANA MENDOZA GONZALEZ	Williamson	78641	KBY6035	TX	1617
134	ALEJANDRO E SEGURA	Williamson	78641 4151	KBZ0218	TX	1276
135	DUSTIN SHAYNE HEFNER	Williamson	78641	KBZ0330	TX	1411
136	BRIAN KEITH NEWTON JOHNATHON RYAN NEWTON	Williamson	78641	KCM2717	TX	880
137	BRIANNA PAIGE GALLAGHER	Williamson	78641 4150	KCT6876	TX	2088
138	DEBORAH LEE RAMOS-MEDRANO	Travis	78653 4085	KDB2634	TX	1405
139	ASHLEY TAYLOR	Williamson	78641	KDC8817	TX	957
140	DIAMOND DENISE GALLOWAY	Travis	78744	KDT0381	TX	1179
141	CHRISTOPHER PERKINS	Williamson	78641	KDT6490	TX	1369
142	DAREN MICHAEL THAMES	Williamson	78642	KDV2432	TX	1372
143	CHARLOTTE RENEE SULLIVAN	Williamson	78641	KFT5196	TX	2528
144	BRADLEY HEED	Williamson	78641 9051	KFT7060	TX	865
145	ADANA DANIELLE ALT	Williamson	78642	KGJ4925	TX	1253
146	EDWARD FLEMING SR	Travis	78653 5480	KGV8585	TX	1560
147	CUAHUTEMOC OCHOA	Travis	78617	KGV8765	TX	1228
148	CLAY JON CARPENTER	Williamson	78641	KGV9423	TX	1657
149	KAREN WILLIAMS JONES	Williamson	78630	KGW0285	TX	1216
150	BENJAMIN REALZOLA-CALDERONKELLY YOHANA MEZA	Williamson	78641 3432	KGW3808	TX	1515

151	COMFORT CARE TRANSPORTATION LLC	Bexar	78254	KGZ7693	TX	1528
152	BRITTNY JANAY BELL	Travis	78702	KJF3433	TX	1015
153	DOROTEO FLORES	Williamson	78641	KJF5055	TX	1557
154	DONALD DWAYNE WHITE	Travis	78744	KJF8038	TX	1443
155	CEDRIC KEITH NORVELL II	Williamson	78641	KJS6432	TX	1661
156	BENJAMIN QUISTAD	Travis	78653	KJW6847	TX	910
157	ANTONIO VELAZQUEZ GARCIA LUIS ANTONIO GARCIA	Hale	79041	KJY0062	TX	1031
158	ARTILYA HOUSTON	Williamson	78641	KLF6043	TX	1925
159	BRIAN KEITH STEPHENS	Williamson	78641	KLF9333	TX	2176
160	BARBARA ANN TREVINO	Travis	78758	KLK0719	TX	796
161	CHRISTOPHER LEE KUBENA	Bastrop	78621	KLK9556	TX	1523
162	BRIAN LACOY CHANDLER	Travis	78653	KLK3368	TX	1097
163	BRANDY MICHELLE KNOX	Williamson	78641	KLR9830	TX	1292
164	BRODERICK O JENKINS	Bell	76542	KLT3092	TX	1369
165	CHRISTOPHE M VASQUEZ LAURA VASQUEZ	Travis	78653	KMH9249	TX	1317
166	CYNDEL NICOLE FORREST	Travis	78747 4093	KNJ6654	TX	1122
167	CARLY LYNN CANTU	Williamson	78641	KNL1717	TX	831
168	DEMETRIO P CANTU	Travis	78653 4665	KNN9270	TX	2918
169	ASHLEY NICOLE LAKEY	Travis	78758	KNN9383	TX	1348
170	AMY RICHELLE PONCIK	Lee	78942	KNP3677	TX	1291
171	DETRA DESHONNE HUNTER	Travis	78653	KNR0006	TX	1344
172	CONQUEST ELECTRICAL CONTRACTING LLC	Travis	78729 7124	KNT4958	TX	871
173	EDUARDO PACHECO	Bastrop	78602	KNT5337	TX	1206
174	DANIELLE M ARCHAMBAULT	Williamson	78641	KNZ2502	TX	1674
175	DEBORAH ANN MALDONADO	Bastrop	78621	KNZ4984	TX	1226
176	CHELSEA REYES	Travis	78753	KPF9947	TX	1634
177	DAVID ROBLES	Williamson	78641	KPW2877	TX	1978
178	BRIANNA REALE	Williamson	78641	KPW3357	TX	1101
179	CODY JOSEPH ABBOTT	Williamson	78641	KPW4384	TX	1655
180	EDUARDO T RODRIGUEZ	Williamson	78642 4257	KPW4390	TX	1596
181	ARTHUR HERRERA III DEBORAH MARIE HERRERA	Williamson	78642 6290	KSC6653	TX	879
182	CHELSIE NICOLE GETER	Williamson	78641 4927	KSD1590	TX	1108
183	DARLA RENE NOVAK	Bastrop	78621	KSD7744	TX	1108
184	DAKINA MARIE WRIGHT	Travis	78724	KSD9638	TX	2184
185	AMANDA LEAH YOUNG	Williamson	78642	KSR6508	TX	1682
186	ASHLEY NICHOLE MUHLE	Williamson	78642 4863	KSR7900	TX	1553
187	DAVID MARK RUTLEDGE	Williamson	78641	KSR8276	TX	1245
188	DANIEL LEE BROWN	Williamson	78641	KSS0336	TX	1718

189	CHELSEA ELIZABETH FRINTZ TROY B FRINTZ	Williamson	78641	KSS0671	TX	1176
190	CURTIS ISAAH HEDDINSKARI ELAINE SUTHERLAND	Walla Walla	99362 0027	KSV0805	TX	893
191	ANTONIO MANUEL CUE JR	Bastrop	78621	KSW8488	TX	1381
192	ELIZABETH L ROBERTSJOSHUA A VELA	Williamson	78641	KSZ0530	TX	1196
193	ANTWANAY B PRICE	Travis	78653	KTP9345	TX	1577
194	CARL W BAILEY	Travis	78645	KTS7667	TX	956
195	CERALDA HERAS	Travis	78653	KVM4146	TX	1089
196	BRICE DANIEL SMITH	Williamson	78641	KVM7207	TX	975
197	ALETA CHERIE BROCHUEMATTHEW MCLAREN BROCHUE	Williamson	78642	KVM8795	TX	812
198	CRYSTAL MARI BOSTICK	Bastrop	78602	KVM9727	TX	715
199	ARIAL CELESTE DAVIS	Travis	78728	KVN0044	TX	1376
200	CODY BLAINE PLATTER	Williamson	78642	KVP3350	TX	1284
201	CLINTON VANROSSUN	Williamson	78642	KVP7103	TX	2724
202	CLEO GLENRAWLSTON CADDLE	Travis	78759	KVS1546	TX	798
203	BREANNA ASHLEY JOHNSTON LUKE ANTHONY JOHNSTON	Coryell	76522	KVS8413	TX	749
204	DEYANITA LETICIA ROCHA	Bastrop	78621	KXD0972	TX	1281
205	ANDREA DENEISE ADAMSIKE ISHMALE LYONS	Travis	78653	KXD2313	TX	1594
206	ANA ELISA REYES	Williamson	78642	KXD6526	TX	1627
207	EDUARDO OCHOA ARIZA	Travis	78653	KYD4343	TX	972
208	BRANDIS NICOLE FOLEY	Jackson	62901 3880	KYV2246	TX	1064
209	DOLORES MAXINE LOVE	Williamson	78641	LBB5172	TX	922
210	AMBER CHEYENNE MILLER	Travis	78741 6518	LBB9092	TX	842
211	ANNA LISA DUARTE	Williamson	78613	LBT7853	TX	1539
212	CRYSTAL DAWN MENDOZA	Bastrop	78621	LBV8193	TX	1312
213	BRITTANY RASHAUN CRANEY	Williamson	78641	LBV8873	TX	1735
214	KARI LEIGH SCHOUWEILER	Williamson	78641	LCC2886	TX	1270
215	ANGELA EVE ESCOBAR	Williamson	78613	LDD1306	TX	1418
216	DALTON WAYNE ARNETTCAROL LANGLEY ARNETT	Williamson	78641	LDY0309	TX	1348
217	ANITA ORTIZ GONZALES	Travis	78653	LDZ5509	TX	720
218	DAVID MATTHEW HENDRIX	Coryell	76522 4819	LFK0852	TX	731
219	COREY JULIAN CONEY	Travis	78753	LFL9454	TX	769
220	ALEXANDER CILIOUS LEAK TABITHA DIANE LEAK	Bastrop	78621	LFL9880	TX	1892
221	DEVIN LAMAR WHITE	Travis	78717	LFP9650	TX	1535
222	DANN ELIZABETH BAKER	Bell	76549	LGK0805	TX	1182
223	BRYSTAL BOYD MCKEE	Williamson	78641	LHF1871	TX	327
224	CURTIS JAMES BALL KAYLA BREANN GOODSON	Travis	78653 5048	LHK7676	TX	1446
225	DOMINIQUE JOSEPH BENAVENTE	Williamson	78641	LHS6428	TX	1505
226	CRAWFORD JAMES AUSTIN	Bastrop	78621 4187	LHS9555	TX	1336

227	BRADLEY JEROME WEARY	Travis	78741	LHT1311	TX	1238
228	CHRISTINA MICHELLE DEOCAMPO MARIANO MORANO DEOCAMPO	Williamson	78641	LHT1421	TX	1524
229	AHNERIS GERALD LA PICCA III JEAN LA PICCA	Travis	78757	LJZ6229	TX	738
230	DORA TREVINOSUSAN CHATHAM	Williamson	78664 7282	LKD2677	TX	1100
231	ALVIN DIAZ ESTRADA JR	Travis	78724	LLY5809	TX	1510
232	AUSTIN JACOB DECEASARE	Williamson	78642	LLY8050	TX	1306
233	CODY LEE MCCABE KEVIN LEE MCCABE	Williamson	78613	LMF7692	TX	1553
234	ALFRED G GONZALEZ JR DIANA MENDOZA GONZALEZ	Williamson	78641	LMH9719	TX	1375
235	BRANDY CHERRI OSTEEN	Williamson	78634	LMP5912	TX	970
236	DILLON KIEFER STEPHENS	Williamson	78641	LPP7326	TX	1320
237	DAVID ISIAH MERIWETHER	Travis	78653 4693	LRJ5857	TX	1428
238	BRANDON ONEILL MAYS RAYMOND CARL MAYS	Travis	78717 0060	LSJ0126	TX	1509
239	AMANDA DIAZ CRISTIAN DIAZ	Caldwell	78644	PXM065	TX	1433
240	620 LAKESIDE TOWING LLC	Williamson	78681	T6217E	TX	1252
	Total Unpaid Tolls					312973