

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

RESOLUTION NO. 20-028

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 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 Mobility Authority's toll roads, effective May 27, 2020; 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 27th day of May 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	ALVIN WASHINGTON TRUCKING, INC	TRAVIS	78753	066B393	TX	458
2	AMANDA LEE LINSON	WILLIAMSON	78641	CLM9382	TX	702
3	JOHN BRENTLEY ALBARADO	WILLIAMSON	78641	FVN1244	TX	967
4	EMILY J GIUNTA	TRAVIS	78702	GJY1106	TX	939
5	JAE DRIEAN ROSHAЕ WYATT	WILLIAMSON	78641	GSX5350	TX	1394
6	MIGUEL ANGEL TORRES-MIRANDA	TRAVIS	78653	KFP9094	TX	1389
7	TOMMY SHANNON	WILLIAMSON	78641	KHY8790	TX	1016
8	CHERHONDA EVETTE ARCHER	TRAVIS	78653	KSC7385	TX	1437
9	LUKE MICHAEL TWARDOWSKI	WILLIAMSON	78613	LCC2779	TX	744
10	DOUGLAS GREGORY EGOLF MELANIE DIANE EGOLF	WILLIAMSON	78641	LVN5801	TX	1081
11	D WEST TRUCKING INC	JOHNSON	76044	1L52810	TX	516
12	MA SMITH CONSTRUCTING CO INC	TRAVIS	78728	1L92287	TX	258
13	JOSHUA RICOMELISSA RICO	WILLIAMSON	78641	1PRJH	TX	892
14	CENTRAL FREIGHT LINES	NA		2WM593	OK	446
15	PATRICIA H HERNANDEZ	TRAVIS	78723	BB8P828	TX	147
16	JAVONDA LAWRENCE	BELL	76542	BFF7214	TX	682
17	ARMANZO SAUCEDO	WILLIAMSON	78641	BG88763	TX	860
18	CODY WAYNE ILTIS	WILLIAMSON	78717	BKV1337	TX	407
19	PHUNG VU	TRAVIS	78750	BN5Y725	TX	549
20	MACKENZIE F MICHEALS	BASTROP	78650	BN8H782	TX	1132
21	ROBERT JAMES WALKER III	WILLIAMSON	78642	BP5N476	TX	842
22	ROBERT CHRISTOPHER ROBLES IIROBERT CHRISTOPHER ROBLES SR	TRAVIS	78753	BT02238	TX	766
23	OZIEL CASTILLO	WILLIAMSON	78613	BVX7241	TX	742
24	STEPHEN BROUGHTONAMY MARIEN	WILLIAMSON	78681	BWG1075	TX	718
25	TANISHA RAE BELL	WILLIAMSON	78641	CCF4963	TX	2085
26	JAYLAN RAY BRYON TERRAN MORGANASHLEY RENEE MORGAN	WILLIAMSON	78641	CCF5733	TX	1260
27	CAROL DENISE EVANICKY	WILLIAMSON	78729	CCJ2995	TX	783
28	JUSTIN JON WALKER	WILLIAMSON	78641	CGF4290	TX	1062



CTRMA Prohibited Vehicles

29	VICTOR SEAN JOSLIN	TRAVIS	78645	CGF5305	TX	532
30	DELLANDA HARREL-CAUSEY	BASTROP	78621	CGJ9684	TX	1259
31	CINDY RENEE GRANADOS	TRAVIS	78749	CJB2431	TX	905
32	JASMIN MONIQUE MADISON WILLIE JOE MADISON	TRAVIS	78653	CJL6192	TX	1219
33	DAVID COLEMANCARLY COLEMAN	WILLIAMSON	78717	CM8M398	TX	824
34	SCOTT BIBLE	BURNET	78611	CMC5548	TX	897
35	HILARIA L GOVEA MALCOM J BANKS	TRAVIS	78759	CNR1148	TX	1085
36	WILLIAM D FLOWERS	WILLIAMSON	78641	CNR3954	TX	908
37	CHRISTINA PLOURDE	TRAVIS	78758	CP2Y513	TX	870
38	CLIFTON THOMAS HARRIS II	TRAVIS	78723	CRD6297	TX	1243
39	ANDREA MANZIE	CORYELL	76522	CSL5866	TX	869
40	TAMMY MATTHES	TRAVIS	78660	CV1P855	TX	255
41	EARL LOFTON LATANYA LOFTON	TRAVIS	78721	CVS8908	TX	1295
42	AUSTIN ROBERT MITCHELL	WILLIAMSON	78750	CVV6090	TX	650
43	ERICA L MIMS	SMITH	75240	DBD8961	TX	227
44	HUGO CARBAJALGRAHAM A HILL	WILLIAMSON	78641	DFH5727	TX	710
45	TAWNI DEYOUNG	WILLIAMSON	78642	DJW0939	TX	715
46	ALEXANDER MICHAEL ZENTE	WILLIAMSON	78641	DJW2243	TX	1046
47	LAURIE JAMES	WILLIAMSON	78641	DJW3114	TX	806
48	TIFFANY RENEE PACEBRENT LANGLEY PACE	COLLIN	75035	DLX2345	TX	1688
49	TAFT DOUGLAS BALDWI NJANA LYNN BALDWIN	WILLIAMSON	78641	DNB6763	TX	1067
50	JAMES HOWARD REYNOLDS JR	BURNET	76501	DPP2141	TX	770
51	AEGEAN MARISSA THOMPSON	WILLIAMSON	78613	DPR4800	TX	773
52	ENRIQUE ALANIZ JR	CAMERON	78586	DTV0891	TX	758
53	SHANNON NICHOLE AVERETT	WILLIAMSON	78641	DVV7788	TX	802
54	TRAVIS WEBBMICHIEL WEBB	BASTROP	78621	DX5V949	TX	1825
55	CRYSTAL LYNN SWINDALL	TRAVIS	78613	DYC6627	TX	2744
56	ELIZABETH F SAFARA	TRAVIS	78728	DYC8031	TX	286
57	SARAH A RIDLEY	WILLIAMSON	78641	FHB1266	TX	834



CTRMA Prohibited Vehicles

58	DELL NATHANIEL HOSEY JR	TRAVIS	78653	FJB8902	TX	1496
59	BRIAN R KILMAINPAMELA P KILMAIN	WILLIAMSON	78641	FJK9173	TX	880
60	JACOB AARON MORRISON	WILLIAMSON	78641	FJK9250	TX	618
61	SMITH CONTRACTING	TRAVIS	78728	FKV5739	TX	630
62	FREDERICA LASHUNN GREELY	WILLIAMSON	78641	FLD2550	TX	741
63	NICOLE MICHELLE SHOOPE	WILLIAMSON	78654	FLH0830	TX	723
64	JOANNE ARROYO	WILLIAMSON	78641	FLH8424	TX	710
65	VICTOR RICARDO LOPEZ JR	TRAVIS	78621	FMX2648	TX	1241
66	ANTHONY JAMES WIER	WILLIAMSON	78613	FMY5355	TX	1122
67	AMANDA L SOLIS	BURNET	78605	FNK7627	TX	970
68	ADA ALLEYMAN DEMAS	TRAVIS	78724	FTZ8386	TX	1383
69	DEREK JULIAN RAMIREZBERTA ERNESTINA RAMIREZ	TRAVIS	78723	FVJ2214	TX	735
70	HEIDI BRYMER COTTINGHAM	WILLIAMSON	78641	FVW6308	TX	892
71	TAYLOR RENEE GOLLARD	WILLIAMSON	76574	FXJ4983	TX	1581
72	LINDY MIRELES-CORDOVA	WILLIAMSON	78642	FYD4738	TX	958
73	JOE WILBURN CASTLEBERRY JR	TRAVIS	78754	FZH1436	TX	1320
74	MOIRA PAIJE LAYMAN	TRAVIS	78741	FZL7249	TX	218
75	JUDY DARLENE FREEMANJAMIE LYNN HERZOG	WILLIAMSON	78641	FZW2236	TX	1150
76	MEHRIA QARIZADARONALD CORY SMITH	WILLIAMSON	78641	GCL4901	TX	1195
77	COURTNEY GENOVESE	TRAVIS	78653	GCL9716	TX	1683
78	SHANNON DENYSE WOOLMAN	WILLIAMSON	78717	GCW8882	TX	566
79	APARLONEO SANCHEZ	BASTROP	78621	GCY9018	TX	1309
80	MANUEL DEJESUS TORRES	WILLIAMSON	78641	GGH7914	TX	909
81	VIRGINIA TREVINO	DALLAS	75149	GJG0533	TX	607
82	CLAUDETTE JENKS	TRAVIS	78653	GJX6148	TX	1220
83	RANCE DEWAYNE ROGERS	LLANO	78672	GKB4447	TX	869
84	MATTHEW S ALPERS	WILLIAMSON	78681	GKV5122	TX	278
85	CLINTON KARL YATES	WILLIAMSON	78641	GKZ2276	TX	848
86	MARY K GODWIN	WILLIAMSON	78641	GM87CG	TX	935



CTRMA Prohibited Vehicles

87	THOMAS RAY WHITLOW	WILLIAMSON	78642	GMD2121	TX	934
88	ANA SAENZ PACHECO	WILLIAMSON	78641	GMD2153	TX	602
89	EVELYN PADGITT	N/A	78641	GNB6461	TX	821
90	RUBBISHINC LLC	TRAVIS	78746	GNT2878	TX	1498
91	CASSIE GILMON	WILLIAMSON	78641	GPR6366	TX	1254
92	AARON MICHAEL DUNCAN	WILLIAMSON	76527	GRB2489	TX	703
93	MELISSA WHITE AUTREY	WILLIAMSON	78613	GRV7715	TX	1032
94	DAVID SCOTT HAMILTON	TRAVIS	78729	GRX9408	TX	638
95	CESAR J JACOBS	TRAVIS	78660	GTT1357	TX	298
96	BRIANNE MEDRANO	WILLIAMSON	78641	GTV2924	TX	1507
97	ELISABETH ERIN RANNEY	WILLIAMSON	78642	GVS4824	TX	1059
98	ANGELIA ROBINSON COFIELD	TRAVIS	78725	GYB3476	TX	1387
99	ALEXIS YVONNE DAVIS TAMIASHA YVONNE MOORE	BASTROP	78602	GZP6636	TX	559
100	ERIK M LOEDING	HAYS	78737	GZS8128	TX	175
101	BIANCA MONIQUE GARCIA	TRAVIS	78660	HGB4476	TX	664
102	BRIAN THOMAS ROBERSONBRENDA HODGES ROBERSON	WILLIAMSON	78642	HGD9518	TX	735
103	RAJAE BUTLER	WILLIAMSON	76574	HJS8136	TX	320
104	CHERYL LYNN POWELL	WILLIAMSON	78641	HKN4755	TX	1234
105	CHRISTOPHER M MADDENLESLIE ERIN MADDEN	WILLIAMSON	78641	HKR6716	TX	934
106	TONICIA LATORA SHALIDA PROPHET	BASTROP	78621	HKR7195	TX	1479
107	TORON T CLARK	TRAVIS	78759	HKS1984	TX	391
108	RAYMOND JOHN MARONEY	WILLIAMSON	85338	HKS7607	TX	1412
109	JOSHUA ROBERT ROUW	TRAVIS	78704	HL84T	TX	263
110	SHANNON ERNEST ROGERS WILLIE LEE ROGERS	WILLIAMSON	78641	HNZ0703	TX	1078
111	KRISTINA ELYSE HULL	WILLIAMSON	78641	HPD5851	TX	895
112	CONSUELLA DANEE SMITH	TRAVIS	78653	HPM3272	TX	1961
113	AMBROGIO BURAGLIA BROOKE LOUISE BURAGLIA	WILLIAMSON	78642	HRB4852	TX	1157
114	PERRI MUNSCH	WILLIAMSON	78613	HRY3042	TX	1010
115	RENESHA RENAE MIRANDA	TRAVIS	78744	HSG2269	TX	547



CTRMA Prohibited Vehicles

116	KRISTELLE SHAW	WILLIAMSON	78630	HTB6483	TX	870
117	ROBERT REGINALD BOULETTE	WILLIAMSON	78613	HTL0608	TX	1223
118	ISABEL HUITRON CARDONA	TRAVIS	78744	HTP3956	TX	381
119	GERMAINE SALDIVAR	TRAVIS	78728	HVC6444	TX	818
120	ABEL NATHAN DELGADOEMILY RACHEL DELGADO	WILLIAMSON	78634	HVC6541	TX	721
121	HECTOR MANUEL MESTA GARCIA	WILLIAMSON	76574	HWP0094	TX	491
122	BRANDY DAWN KENYONHARRY CLARK KENYON	WILLIAMSON	78641	HWP7800	TX	1306
123	GEORGE TAYLOR	TRAVIS	78660	HWR5912	TX	783
124	FERNANDO LERMA JR DORA LERMA	TRAVIS	78724	HXG5608	TX	643
125	ASHA LEE AUSTIN NATHANIEL AUSTIN II	WILLIAMSON	78641	HZF7747	TX	666
126	ASHLEY DEANNE KNOWLESANDREW JAMES KNOWLES	WILLIAMSON	78717	HZF8460	TX	443
127	BRANDON WAYNE DUNNJANAE LACOUR DUNN	WILLIAMSON	78641	HZL0642	TX	1012
128	MATTHEW AARON CALDERON	TRAVIS	78660	JCN9978	TX	597
129	HERMAN IRAM LUJAN ADRIENNE MARIE LUJAN	WILLIAMSON	78634	JCR3180	TX	612
130	RICHARD LYNN VINCENT JR LEAH NICOLE HUGHEY	WILLIAMSON	78641	JCS3387	TX	1030
131	TROY B FRINTZ	WILLIAMSON	78641	JDJ3245	TX	644
132	MARY ANN MARARVIANEY OLAP	WILLIAMSON	78641	JDJ5463	TX	1201
133	COLEMAN ROMANS	WILLIAMSON	78758	JDR8489	TX	1015
134	JAMES RANDALL RODRIQUEZ	LUBBOCK	79407	JGF3386	TX	1247
135	JENNIE ANNE SESSOMS	WILLIAMSON	78641	JGJ1457	TX	468
136	DAWN KIMBERLY CASEY	TRAVIS	78728	JHM9306	TX	773
137	CHANTAL UMURUNJI DOCK	LAMPASAS	76539	JHT3804	TX	741
138	PATRICIA LYNN PIERSKY	TRAVIS	78754	JJF7520	TX	1624
139	HONORIA GUADALUPE VIGILJEFFREY SCOTT DAHLMANN	WILLIAMSON	78613	JKV8410	TX	688
140	THOMAS ELI GONZALEZ	VAL VERDE	78840	JMM8148	TX	527
141	CAITLIN MICHELLE HOLLINGSHEAD	TRAVIS	78653	JMY7790	TX	1440
142	STEPHANIE PAGE RAYRENE GERARDETTE RAY	WILLIAMSON	78641	JPX6435	TX	758
143	SHANAY HARDEMAN	TRAVIS	78753	JRH0044	TX	1312
144	BRODIE ELIJAH MORALES	TRAVIS	78744	JRH0407	TX	1037



CTRMA Prohibited Vehicles

145	DEMETRIUS HOOD	WILLIAMSON	78641	JRH3661	TX	698
146	STEPHEN DELGADO	TRAVIS	78728	JRP3863	TX	367
147	ELSIE BENITEZEVELEEN BENITEZ	WILLIAMSON	78641	JSC1902	TX	977
148	ANDREA DELMAR BAILEY ORTIZ	TRAVIS	78641	JSC2348	TX	992
149	GENA MARIE HALL	CORYELL	76522	JSW1073	TX	250
150	JERRY W SMITH SR	WILLIAMSON	78729	JTN5572	TX	734
151	KARINA PEREZ	BEXAR	78251	JTY3404	TX	1577
152	KAREN TERESA GULLERY	WILLIAMSON	78642	JTY8986	TX	884
153	CHRISTOPHER MICHAEL MALDONADOCHERESE LANAY MALDONADO	TRAVIS	78641	JVG6286	TX	650
154	CORDELL ALFRED MAYER	WILLIAMSON	78642	JVH0307	TX	821
155	MICHAEL GENE MCADAMS	WILLIAMSON	78641	JVM5946	TX	846
156	AARON CHRISTOPHER STOUT	TRAVIS	78641	JVS6996	TX	1187
157	GABRIEL JOSEPH SEGURA VICTORIA LYNN RUBIO	TRAVIS	78741	JWD8437	TX	812
158	ERIC/VICTORIA SCOTT BRUNKER	TRAVIS	78641	JWH9705	TX	953
159	JOHN STEVEN RADOVANOV	WILLIAMSON	78630	JWM8883	TX	651
160	CHRISTOPHER LEE EVERS PATRICE DEAN EVERS	WILLIAMSON	78641	JYR0043	TX	1503
161	ANIKA DEGADIA ARNOLD	TRAVIS	78744	JYV3441	TX	888
162	NICHOLAS RYAN HOCH	TRAVIS	78664	JYW1390	TX	952
163	PAMELA MARCET WADE	TRAVIS	78653	JYW4606	TX	1067
164	RITA MICHELLE FENNEWALD JASON CHRISTOPHER FENNEWALD	WILLIAMSON	78613	KBM4070	TX	1326
165	CHRYSTAL ANNE AVERYJEREMY TROY AVERY	TRAVIS	78681	KBX8980	TX	654
166	ANDREW DUMMARTEXAS ROCK SOLID	TRAVIS	78728	KBY1519	TX	620
167	SAMANTHA LYNN TAYLORFABIAN VILLEGAS	WILLIAMSON	78641	KBY4252	TX	967
168	ANIRE O OKPAKU	WILLIAMSON	78717	KBY7536	TX	1400
169	DAVE EDOUARD THEARD	TRAVIS	78653	KCM2225	TX	1396
170	CORTNEY ELIZABETH GIL	TRAVIS	78653	KCV0625	TX	1222
171	AMANDA SUE CARDENAS	WILLIAMSON	78641	KDB4049	TX	695
172	NICHOLAS ANDREW BOSILLO	WILLIAMSON	78642	KDB5059	TX	1515
173	MONIQUE BIANCA GONZALEZDAVE GONZALEZ	WILLIAMSON	78729	KDV4489	TX	873



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CTRMA Prohibited Vehicles

174	BRYANT WILLIAM LESLIEEMILY RENE LESLIE	WILLIAMSON	78641	KFH1373	TX	785
175	RONALD RAY MAU JR	WILLIAMSON	78641	KFT4624	TX	868
176	SHADOW GLEN GOLF LP	TRAVIS	78653	KFT5170	TX	1135
177	BETSY RODRIGUEZ	WILLIAMSON	78641	KGV8360	TX	711
178	ANTOINE LAMONT CURRY	TRAVIS	78653	KGW4790	TX	1205
179	LIDIA SARAI AGUILARALEJANDRO TOVAR AGUILAR	TRAVIS	78653	KGW6599	TX	1183
180	DEIONTE AJEE WEEKS	WILLIAMSON	78613	KGZ7283	TX	958
181	JOSE ANTONIO BARBOZA SALDIVAR	TRAVIS	78753	KHZ8651	TX	1030
182	ORLANDO MARC HERNANDEZ	TRAVIS	78653	KJD3428	TX	1309
183	JOSE QUEZADA COVARRUBIASYANET QUEZADA GARCIA	TRAVIS	78653	KJD3708	TX	686
184	ALFREDO SAMARRIPA JR	TRAVIS	78653	KJD3840	TX	1048
185	JESSICA LYNN KILLEN	WILLIAMSON	78641	KJF6856	TX	827
186	ANTHONY RYAN LILLEY	WILLIAMSON	78641	KKB6063	TX	1262
187	EUGENE CENTENO III	WILLIAMSON	78641	KKB7209	TX	964
188	HUNTER AREND	TRAVIS	78753	KKB9031	TX	1096
189	CHELSEA PAIGE RAKESTRAW	HAYS	78737	KKB9918	TX	821
190	ROY EDWARD WRIGHT JR	BASTROP	78621	KKC0724	TX	1395
191	ERIC ANDERSON	HARRIS	77096	KLD9055	TX	352
192	VICTOR RAUL VALLADARES LANZA	TRAVIS	78653	KLF4261	TX	936
193	MEGAN I LAWHONLEE AURTHOR LAWHON	WILLIAMSON	78642	KLG0439	TX	888
194	ANTHONY DAVID FULGENCIO II	TRAVIS	78741	KLG7677	TX	371
195	SUZANNA VEGA	TRAVIS	78728	KLG8263	TX	544
196	CHRISTINA A MARTIN	WILLIAMSON	78642	KLG8706	TX	892
197	BERNARD LASHAY FOXWILSONDRA CAYONNA FOX	WILLIAMSON	78613	KLH0169	TX	742
198	MICHAEL WAYNE ANDERSON JR	TRAVIS	78724	KNN6639	TX	2248
199	JUDY KAY GRATTEN	TRAVIS	78752	KNN9252	TX	1107
200	VICTOR HUGO GUERRERO AGUILAR	TRAVIS	78621	KNP1970	TX	446
201	STEPHANIE LEE SANDERS	WILLIAMSON	78613	KNP2343	TX	1112
202	ANA M CARLOS ARELLANODAVID JAIMES JR	TRAVIS	78758	KNP5451	TX	699



CENTRAL TEXAS REGIONAL
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CTRMA Prohibited Vehicles

203	BRENDEN JEROME LYNCE	TRAVIS	78653	KNP6533	TX	1897
204	ASUCENA V JAIMES	WILLIAMSON	78615	KNP8350	TX	1028
205	KRISTEN D NELSON	TRAVIS	78653	KNP8432	TX	1019
206	ANGELA JEAN DEMAR	WILLIAMSON	78642	KNZ4819	TX	798
207	KELLEY KATHLENE HODGES	WILLIAMSON	78729	KNZ5722	TX	933
208	KIMBERLEY DAWN SOMERSBRUCE ALEC SOMERS	WILLIAMSON	78641	KNZ6680	TX	925
209	ZACKARY MICHAEL ELMER	WILLIAMSON	78641	KPW2110	TX	624
210	JOSE LUIS SANCHEZ AGUILLON	WILLIAMSON	78642	KPW2165	TX	719
211	ROBERT EARL PHARES	WILLIAMSON	78729	KPZ7411	TX	1472
212	DIANE WADE	CORYELL	76522	KRV1900	TX	870
213	SHABRICE TREMANE RAMOS	CORYELL	76522	KRZ3794	TX	610
214	JARED LOGAN WAINSCOTT	TRAVIS	78758	KSC6376	TX	483
215	DANNIE ROCHELLE CUMMINGSKAITLYN CIARA NORRELL	TRAVIS	78653	KSC9232	TX	1436
216	DERRICK ANTWANN HICKS	WILLIAMSON	78726	KSD0180	TX	1156
217	JOSHUA RYAN WEDEMEIER	MILAM	76556	KSF0136	TX	900
218	RICKY DELEON	TRAVIS	78702	KSF2589	TX	1056
219	MONIQUE RACHELLE RAMSEYROLAND MARSHALL RAMSEY	WILLIAMSON	78641	KSS0201	TX	1197
220	MONIQUE ROCHELLE GOREANTWANNE RHASHARD GORE	TRAVIS	78613	KSS0692	TX	1240
221	CHRISTIAN CERVANTES	WILLIAMSON	78665	KSS1160	TX	1090
222	DANELIO RICARDO GEORGE JR	BELL	76539	KTJ0007	TX	0
223	GUSTAVO ALON VASQUEZ RODRIGUEZZENaida TIBURCIO ARROYO	TRAVIS	78758	KTP9004	TX	520
224	HEART AUTOMOTIVE AND CAR SALES	TRAVIS	78653	KTR1723	TX	902
225	ROBERT CHRISTOPHER BREITHAUPT	BASTROP	78621	KVM0138	TX	1366
226	MELVA ZUNIGA CLEVELANDDENNIS ELIZABETH ZUNIGA	WILLIAMSON	78613	KVP3190	TX	1762
227	LEONARD VINCENT FARLEY	LAMPASAS	76522	KXD1107	TX	1060
228	JESSICA KAREN HALLROGER BRYAN HALL	TRAVIS	78729	KXD4837	TX	894
229	VALERIA SARLIYAHAIRA PEREZ BANDA	BASTROP	78634	KYS7823	TX	916
230	JAMES DWAYNE GRAHAM	TRAVIS	78641	KYT3462	TX	938
231	JOSHUA ESCOBEDO	TRAVIS	78653	KYT8185	TX	1570



CTRMA Prohibited Vehicles

232	SCOTT ALLAN STAPLES	COLLIN	75009	KZW1648	TX	1096
233	ASHLEY RAE MYERSJOHN MICHAEL MYERS	WILLIAMSON	78726	LBB4586	TX	808
234	ISABELLA MAE BORREGOJULIA BORREGO	WILLIAMSON	78717	LBT6840	TX	693
235	ESEQUIEL ESPARZA JR	TRAVIS	78753	LBT7798	TX	956
236	DANIEL PRESTON TOLLIVER	BASTROP	78957	LBV1836	TX	986
237	ARACELY RUBIO	TRAVIS	78744	LBV6010	TX	212
238	MICHAEL ANTHONY ANDRADE	HAYS	78640	LBV8215	TX	410
239	WESLY ALLEN COLLARD	WILLIAMSON	78613	LBV8295	TX	1178
240	ROBERT LEE NISELY III	BURNET	78608	LCC1011	TX	1010
241	ANNIE SALENA WALTON	WILLIAMSON	78613	LCC2530	TX	1193
242	MARISSA KAYE JOHNSONJAMES MORRIS JOHNSON JR	WILLIAMSON	78613	LCX7619	TX	1007
243	TITO I ORNELAS	TRAVIS	78660	LCX8211	TX	211
244	STEVEN RYAN LINDSEY	TRAVIS	78723	LDD1310	TX	1059
245	ARTHUR SAMMUEL MICHAEL SIX	LLANO	78643	LDD1779	TX	693
246	AARON SCOTT HOUNCHELL	WILLIAMSON	78634	LDX9537	TX	992
247	DANNY RAY FISHER	BASTROP	78621	LDY4110	TX	481
248	STEPHANIE QUINTERO	TRAVIS	78602	LDY8699	TX	934
249	SARAH LOUISE PERALES	TRAVIS	78745	LDY9685	TX	445
250	STEPHANIE THATCHER	TRAVIS	78724	LDZ3649	TX	982
251	MARC FELIX COTE	TRAVIS	78653	LDZ4008	TX	855
252	JEREMY GLENN GOMAN	WILLIAMSON	78641	LFC3990	TX	986
253	LINDSEY JORDAN THOMAS	TRAVIS	78653	LFP7690	TX	1408
254	RICKEY TYRIN GOODWIN	BASTROP	78642	LFR1825	TX	1347
255	APRIL MARIE SEABOURNNANCY MAUREEN SEABOURNE	TRAVIS	78728	LFR9072	TX	921
256	SUSAN RENEA FERGUSON	TRAVIS	78621	LGT5777	TX	720
257	JESSICA FLORENCE KROLLAGE	TRAVIS	78653	LGV8411	TX	1234
258	MISTY REDNER	BELL	76542	LHB3741	TX	501
259	SIDNEY FOSHAY	WILLIAMSON	78642	LHK7794	TX	747
260	STEVE ROBERT SWOSZOWSKI	WILLIAMSON	78729	LHK7941	TX	580



CTRMA Prohibited Vehicles

261	RODNEY LEE PARKER	TRAVIS	78653	LHS8098	TX	1640
262	BRANDON LEE FAUGHTKORIE ANN FAUGHT	WILLIAMSON	78641	LHS8718	TX	800
263	JOSE CERVANTEZCAROL JANE ALVAREZ	BASTROP	78612	LHT1283	TX	1584
264	ADAN LEIBER PEREZ LOZA	TRAVIS	78752	LJZ9393	TX	766
265	ERIC ALEXANDER FALCON	TRAVIS	78653	LKB0061	TX	1358
266	MELISSA RAE HARRIS	WILLIAMSON	78613	LKD9355	TX	778
267	ROBERT ANTOINE KIMBLEREGINA RAQUEL KIMBLE	TRAVIS	78748	LKD9431	TX	270
268	LAURA DAWN WHITE	WILLIAMSON	78641	LKF1273	TX	673
269	STEPHANIE DE MENEZES PINTO	TRAVIS	78660	LLY7933	TX	1537
270	JOHNNY R PEREZ	BASTROP	78617	LMH6404	TX	849
271	JENNIFER LAUREN BIRCHFIELD	WILLIAMSON	78641	LMH6835	TX	944
272	JOONHO CHO	WILLIAMSON	78641	LNC9758	TX	876
273	SKYLAR ALEXXUS MCBURNETT	TRAVIS	78641	LNC9848	TX	618
274	JOSHUA ISAAC SWARTZ	WILLIAMSON	78641	LPT8057	TX	735
275	MARCUS FARMER	TRAVIS	78753	LRH2866	TX	1732
276	BULMARO BARRERA HERNANDEZMARINA ESQUIVEL BARRERA	TRAVIS	78653	LRJ4501	TX	1153
277	TERRY ALLEN ALFEROS	WILLIAMSON	78641	LSB7601	TX	355
278	JOHNIE SHANE CHRIST	TRAVIS	78645	LSH7388	TX	1082
279	SHEREE DENISE BAUTISTAJORDIN ENDERLE BAUTISTA	WILLIAMSON	78628	LSH8448	TX	980
280	AARON JON CLARKTINA MARIE MUSSLEWHITE	WILLIAMSON	78613	LSH9839	TX	1270
281	KATE ELIZABETH KUBALAFERNANDO MATTHEW GARCIA	WILLIAMSON	78642	LSJ1172	TX	1680
282	CHARLES CHRISTIAN FLETCHER NATALIE ELIZABETH FLETCHER	WILLIAMSON	78642	LSN9183	TX	1381
283	PATRICK ABRAHAM DIAZ	TRAVIS	78621	LVK6076	TX	893
284	DEON DANIELLE JAMES	TRAVIS	78741	LVK9703	TX	1951
285	GEOFFREY TRAE VALDEZ	WILLIAMSON	78613	LVL4884	TX	2163
286	CEDAR PARK NISSAN	WILLIAMSON	78613	LXT2185	TX	2043
287	GARRETT ANTHONY KELLYMONIQUE ASHLEY WILLIAMS	WILLIAMSON	78634	LZR1780	TX	898
288	JOYCE LEE ASBURY HARRY DOSTON ASBURY	WILLIAMSON	78642	MCX4062	TX	865
289	NICOLE FELICIA DARBY	TRAVIS	78613	MCY1158	TX	1667



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

290	TRU-BLUE CONVEYANCE LLC	WILLIAMSON	78642	R183503	TX	359
291	GLENN SMITH	TRAVIS	78720	R183921	TX	244
292	DELWOOD TRANSPORT LLC	TRAVIS	78748	R368734	TX	461
293	JODY COOKJOHN COOK	TRAVIS	78653	SNF761	TX	684

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

RESOLUTION NO. 20-029

**APPROVING AMENDMENT NO. 3 TO THE
CENTRAL UNITED STATES INTEROPERABILITY AGREEMENT**

WHEREAS, by Resolution No. 16-009, dated February 24, 2016, the Board of Directors approved the Central United States Interoperability (“CUSIOP”) Agreement with states outside of Texas, including Kansas and Oklahoma; and

WHEREAS, by Resolution No. 17-052, dated September 6, 2017, the Board of Directors approved Amendment No. 1 to the CUSIOP Agreement, appointing the North Texas Tollway Authority as the receiver and custodian of funds for the parties to the CUSIOP Agreement and Amendment No. 2 requiring any additional parties to the CUSIOP Agreement to also be a party to the Southern States Interoperability Agreement; and

WHEREAS, Amendment No. 3 to the CUSIOP Agreement adds covenants regarding the confidentiality of certain information shared under the CUSIOP Agreement and revises the process for considering the addition of new parties to the CUSIOP Agreement; and

WHEREAS, the Executive Director recommends approval of Amendment No. 3 to the CUSIOP Agreement which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves Amendment No. 3 to the CUSIOP Agreement and directs the Executive Director to execute Amendment No. 3 to the CUSIOP Agreement on behalf of the Central Texas Regional Mobility Authority in the form or substantially the same form as Exhibit A.

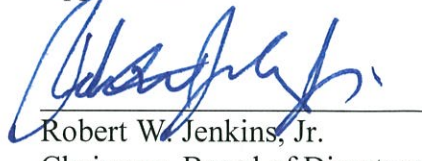
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**THIRD AMENDMENT
TO AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS THIRD AMENDMENT (this “Amendment”) by and between North Texas Tollway Authority, a regional tollway authority (“NTTA”), the Texas Department of Transportation, an agency of the State of Texas (“TxDOT”), Harris County, a body corporate and politic under the laws of the State of Texas (“Harris County”), the Central Texas Regional Mobility Authority, a regional mobility authority (“CTRMA”), Fort Bend Grand Parkway Toll Road Authority, a body corporate and politic under the laws of the State of Texas (“GPTRA”), the Kansas Turnpike Authority, an instrumentality of the State of Kansas (“KTA”), and the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma (“OTA”), is to be effective as of _____, 2020 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Interoperability Agreement (as hereinafter defined).

RECITALS

The parties hereto are Parties to that certain Agreement Regarding Interoperability of Toll Systems and Transponders, which was fully executed and effective as to all Parties on March 7, 2017 (as previously amended, the “Interoperability Agreement”).

The Parties desire to amend the Interoperability Agreement to add covenants regarding the confidentiality of certain information shared between them under the Interoperability Agreement and provide greater clarity regarding the process for considering the addition of Additional Parties as Parties to the Interoperability Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

1. **Amendment of Section VII.** Section VII of the Interoperability Agreement is hereby amended to read in full as follows:

VII. ADDITIONAL PARTIES:

Additional toll entities may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. A toll entity may apply to enter into this Agreement by completing, executing, and delivering an Application and Agreement (“Application”) in the form set forth in **Appendix J** (form of Application and Agreement), which must be accompanied by a resolution or other authorization adopted by the applicant’s governing body authorizing the applicant toll entity to submit the Application and enter into and carry out the agreements and obligations contained therein. If a supermajority of the Interoperability Committee (as defined in Section VIII) determines that a toll entity that desires to enter into this Agreement and has executed, delivered, and performed its obligations under an Application, (A) satisfies all criteria established by the Interoperability Committee to ensure that the subject toll entity is capable of meeting the Interoperability Business Requirements and the requirements of the

interface control documents promulgated by the Interoperability Committee, (B) meets the requirements to be a Party (either a Provider or Subscriber, as applicable), as set out in Section I, (C) has paid reasonable costs of testing, analysis, integration, and other costs as set forth in the Application and determined by the Interoperability Committee, and (D) satisfies any other criteria that the Interoperability Committee may establish from time to time in accordance with the terms of this Agreement, then, upon the toll entity's (i) delivery to the Interoperability Committee of evidence that all necessary action has been taken by the toll entity's governing body to authorize its entry into this Agreement, and (ii) execution of this Agreement by such toll entity, the toll entity shall enter into this Agreement and become a Party hereto and will operate as a Provider or Subscriber, as applicable. No additional action by the governing body of any other Party shall be required in order for a toll entity to become an additional Party. In connection with this process, the Interoperability Committee and the additional Party shall utilize the forms set forth at **Appendix K** (form of Certification re: New Party) and **Appendix L** (form of Counterpart Agreement for Adding New Parties).

2. Amendment of Appendix J and Appendix K; Addition of New Appendix L.

Appendix J attached to the Interoperability Agreement is deleted, and Appendix J attached to this Amendment is substituted therefor as a new Appendix J to the Interoperability Agreement. Appendix K attached to the Interoperability Agreement is deleted, and Appendix K attached to this Amendment is substituted therefor as a new Appendix K to the Interoperability Agreement. Appendix L attached to this Amendment is added as a new Appendix L to the Interoperability Agreement.

3. Amendment of Section 1 to Attachment A. Section 1 on Attachment A attached to and made a part of the Interoperability Agreement is amended to read in full as follows:

1. Installation, Integration and Operation; Confidentiality of Information. The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the Parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement. Information shared between the Parties under this Agreement, including, without limitation, Tag Validation Lists and License Validation Lists, respectively, and all information contained therein, is referred to as "IOP Information." Without limiting the generality of the foregoing, IOP Information also includes the date, time, and location of a toll transaction incurred on a Party's facility by a vehicle associated with an account maintained with another Party. Each Party covenants that all IOP Information it obtains or collects will be (a) kept confidential; (b) used solely for (i) customer service, (ii) toll collection, (iii) toll collection enforcement, (iv) reporting requirements, or (v) law enforcement purposes on request by a law enforcement agency (collectively, "Permitted Purposes"); (c) securely stored and accessed according to security protocols that are reasonably expected to prevent its release, copying, modification, or use for any purpose, except for Permitted Purposes by a Party or its consultants that provide services to a Party in connection with carrying out the Permitted Purposes; and (d) destroyed by the Party and its consultants as soon as it is no longer needed for the Permitted Purposes. Notwithstanding the foregoing,

a Party may disclose IOP Information, without breach of the foregoing covenant, if required under applicable law or pursuant to a court order or other legal process requiring disclosure. In such circumstances, a disclosing Party may release IOP Information ten (10) business days after the date notice is provided to all other Parties, unless a non-disclosing Party has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the IOP Information.

4. Section 37 Added to Attachment A. A new Section 37, which reads as follows, is hereby added to Attachment A attached to and made a part of the Interoperability Agreement:

37. Compliance with Invoicing and Transponder Laws. Without limiting any other provisions of this Agreement regarding the Parties' compliance with applicable laws, the Parties acknowledge and agree that the Business Rules, ICDs, and/or the Parties' respective operating procedures shall comply with applicable laws governing the form, content, and sending of invoices and notifications, prohibitions against multiple Parties' invoicing the same transaction, and the installation, use, and operation of transponders.

5. Miscellaneous.

(a) Ratification. The Parties acknowledge, ratify and affirm the provisions of the Interoperability Agreement not specifically amended by this Amendment as if such provisions were expressly set forth herein. The Interoperability Agreement, as amended by this Amendment, is fully valid, binding and enforceable in accordance with its terms.

(b) Entire Agreement. The Interoperability Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in the Interoperability Agreement, as amended hereby.

(c) No Default. The Parties acknowledge that there is no default under the Interoperability Agreement, as amended by this Amendment, nor is there any condition or event which with the passage of time or the giving of notice would constitute a default by any party.

(d) Sole Benefit. This Amendment is entered into for the sole benefit of the Parties and their respective successors, and nothing in this Amendment or in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person or other entity, including, without, limitation, the public in general.

(e) Authorization. Each Party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Amendment. Each signatory on behalf of a Party represents that he or she is fully authorized to bind that entity to the terms of this Amendment.

(f) Interpretation. No provision of this Amendment shall be construed against or interpreted to the disadvantage of any Party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(g) Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.

(h) Headings. The article and section headings used in this Amendment are for reference and convenience only, and shall have no bearing on the interpretation hereof.

(i) Attachments. Appendix J, Appendix K, and Appendix L attached to this Amendment are hereby made a part of this Amendment for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set both above.

NORTH TEXAS TOLLWAY AUTHORITY

By _____
James Hofmann
Executive Director
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

HARRIS COUNTY

By _____
Ed Emmett
County Judge

APPROVED AS TO FORM:
Vince Ryan, County Attorney

By _____
Jacqueline Lentz
Assistant County Attorney

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By _____

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By _____
Dr. James D. Condrey
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA

By _____

THE STATE OF TEXAS

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

By _____
James M. Bass
Executive Director
Texas Department of Transportation

KANSAS TURNPIKE AUTHORITY

By _____
Steve Hewitt
Chief Executive Officer

APPROVED AS TO FORM:
General Counsel to the KTA

By _____

OKLAHOMA TURNPIKE AUTHORITY

By _____
Tim J. Gatz
Executive Director

APPROVED AS TO FORM:
General Counsel to the OTA

By _____

APPENDIX J

**APPLICATION AND AGREEMENT REGARDING REQUEST
TO BECOME AN ADDITIONAL PARTY TO
THE AGREEMENT REGARDING INTEROPERABILITY
OF TOLL SYSTEMS AND TRANSPONDERS**

This Application and Agreement (this "Application") is executed by _____
_____ ("Applicant Agency"), a _____
_____, to be effective as of the date of execution on the signature page hereof.

The Texas Department of Transportation ("TxDOT"), Harris County, the North Texas Tollway Authority ("NTTA"), Central Texas Regional Mobility Authority ("CTRMA"), and Fort Bend Grand Parkway Toll Road Authority ("GPTRA") (collectively, the "Original Parties") and Kansas Turnpike Authority ("KTA"), an instrumentality of the State of Kansas, created and authorized under Kansas Statutes 68-2003 et seq., and the Oklahoma Turnpike Authority ("OTA"), an instrumentality of the State of Oklahoma have duly approved an Agreement Regarding Interoperability of Toll Collection Systems (the "Agreement") to provide for interoperability of toll collection systems through connection to the Central US IOP Hub (such term and any other capitalized term used, but not defined in, this Certification, having the meaning given to that term under the Agreement and any attachments thereto).

Applicant Agency desires to become an Additional Party to the Agreement, and in connection therewith, will submit, in accordance with the terms of the Agreement, all information required by the Interoperability Committee regarding its electronic tag toll collection system, license-plate toll collection system, data-transfer and communications architecture, and other materials and systems for testing, analysis, and integration as required by the Interoperability Committee (collectively, "Testing"). Testing requires that one or more Parties to the agreement shall provide to Applicant Agency lists of transponders or license plates (or both) that are associated with accounts maintained with such Party or Parties by their account holders. Such lists are referred to as Tag Validation Lists ("TVLs") and License Validation Lists ("LVLs"), respectively. TVLs and LVLs, together with all information contained therein, including, without limitation, tag or account status, vehicle type and class, and account start and end dates, as well as all other information provided to or collected by Applicant Agency in connection with Testing, regardless of its form or content, is referred to as "Testing Information." Without limiting the generality of the foregoing, Testing Information also includes the date, time, and location of a toll transaction incurred by a vehicle associated with an account maintained by a Party or Applicant Agency, as applicable.

As a condition to the Interoperability Committee's consideration of Applicant Agency's becoming a Party to the Agreement, Applicant Agency covenants that all Testing Information it obtains or collects will be (a) kept confidential; (b) used solely for Testing purposes; (c) securely stored and accessed according to security protocols that are reasonably expected to prevent its release, copying, modification, or use for any purpose, except for Testing by Applicant Agency or its consultants that provide services to Applicant Agency in connection with Testing; and (d) destroyed by the Applicant Agency and its consultants as soon as it is no longer needed for Testing. Furthermore, Applicant Agency agrees to be responsible for all costs, expenses, liability, and claims, including reasonable attorneys' fees, incurred by any Party in connection with Applicant Agency's breach of the foregoing covenant. Furthermore, to the greatest extent permitted by applicable law, Applicant Agency agrees to indemnify, defend, and hold harmless each Party to the

Agreement from and against all costs, expenses, liability, and claims asserted against any Party by any third party in connection with the Testing or the use or release of Testing Information, except for costs, expenses, liability, or claims caused by the gross negligence or willful misconduct of the Party asserting a right to be indemnified, defended, or held harmless under this paragraph.

As used in this Application, the Party responsible for paying the Central US IOP Hub's system integrator is called the "Hub Party." Applicant Agency agrees to be responsible for and upon demand reimburse the Hub Party for all costs and expenses incurred by the Hub Party in connection with Testing required for direct communications and processing with the Central US IOP Hub. Applicant Agency also agrees to be responsible for its share of costs and expenses incurred in connection with end-to-end Testing between Applicant Agency and any or all of the Parties, with such end-to-end Testing costs being shared as determined by the Interoperability Committee.

Applicant Agency acknowledges receipt of the copies of the (1) Agreement and the amendments thereto, (2) Business Requirements, and (3) Interface Control Document that are attached to this Application as Exhibit A. Applicant Agency's governing body has adopted a resolution or other authorization, a copy of which is attached as Exhibit B to this Application, which authorizes Applicant Agency to submit this Application and enter into and carry out the agreements and obligations contained herein.

Applicant Agency

Date: _____

[legal name of Applicant Agency]

By: _____

Print name: _____

Print title: _____

Exhibit A

Copies of
Agreement Regarding Interoperability of Toll Systems and Transponders,
Business Requirements, and Interface Control Document

[follows this cover page]

Exhibit B

Resolution of Applicant Agency's Governing Body

[follows this cover page]

**APPENDIX K
CERTIFICATION RE: ADDITIONAL PARTY**

WHEREAS, the Texas Department of Transportation ("TxDOT"), Harris County, the North Texas Tollway Authority ("NTTA"), Central Texas Regional Mobility Authority ("CTRMA"), and Fort Bend Grand Parkway Toll Road Authority ("GPTRA") (collectively, the "Original Parties") and Kansas Turnpike Authority ("KTA"), an instrumentality of the State of Kansas, created and authorized under Kansas Statutes 68-2003 et seq., and the Oklahoma Turnpike Authority ("OTA") have duly approved an Agreement Regarding Interoperability of Toll Collection Systems (the "Agreement") to provide for interoperability of toll collection systems through connection to the Central USIOP Hub (such term and any other capitalized term used, but not defined in, this Certification, having the meaning given to that term under the Agreement and any attachments thereto); and

WHEREAS, as required by and in accordance with Section VII (Additional Parties) of the Agreement, _____ ("Applicant Agency") submitted its electronic tag toll collection system, data-transfer and communications architecture, and other materials and systems for testing, analysis, and integration as required by the Interoperability Committee; and

WHEREAS, in the written testing report and confirmation attached as Exhibit A to this Certification (the "Report"), the Interoperability Committee's testing team confirms that the Applicant Agency's toll system is capable of meeting the Interoperability Business Requirements, the requirements of the ICDs, and all other requirements promulgated by the Interoperability Committee with respect to Applicant Agency; and

WHEREAS, after due consideration and discussion concerning the Report, a supermajority of the Interoperability Committee determined that the Applicant Agency satisfies all criteria established to ensure that it is capable of meeting the Interoperability Business Requirements, the requirements of the ICDs, and all other requirements promulgated by the Interoperability Committee with respect to Applicant Agency, and that Applicant Agency has satisfied its payment obligations in connection with the testing, analysis, and integration referenced above.

NOW, THEREFORE, BE IT RESOLVED that the Interoperability Committee hereby certifies that the Applicant Agency has satisfied all criteria required to accept Applicant Agency as an Additional Party to the Agreement upon its due authorization, execution, and delivery of the Counterpart to Agreement Regarding Interoperability of Toll Systems and Transponders called for under the Agreement.

Date: _____

Print name: _____
Chair, Interoperability Committee

EXHIBIT A
TESTING REPORT AND CONFIRMATION

[follows this cover page]

[after this cover page, attach a copy of
the testing report and confirmation issued
by the Interoperability Committee's testing team]

APPENDIX L

**COUNTERPART TO
AGREEMENT REGARDING INTEROPERABILITY
OF TOLL SYSTEMS AND TRANSPONDERS**

THIS COUNTERPART TO AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this "Counterpart") is executed by _____ ("Applicant Agency") in accordance with Section VII of that certain Agreement Regarding Interoperability of Toll Systems and Transponders (Interoperability of Toll Collection Systems) (the "Agreement") dated to be effective as of March 7, 2017, initially executed by and among the Texas Department of Transportation ("TxDOT"), Harris County, the North Texas Tollway Authority ("NTTA"), Central Texas Regional Mobility Authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), Kansas Turnpike Authority ("KTA"), and the Oklahoma Turnpike Authority ("OTA").

Any capitalized term used in this Counterpart that is not expressly defined herein will have the meaning given to that term under the Agreement.

WHEREAS, a copy of the Agreement is attached as Exhibit A to this Counterpart and is incorporated herein for all purposes; and

WHEREAS, Section VII (Additional Parties) of the Agreement establishes the procedure by which additional toll authorities can enjoy the benefits of having interoperable toll systems and become Parties to the Agreement; and

WHEREAS, Applicant Agency operates one or more toll lanes (on one or more toll roads, toll bridges, or other toll facilities), directly and/or by contract, in _____, [Applicant Agency's state] and does / does not [select one] maintain a minimum of 200,000 active customer tag accounts, and wishes to be bound by and enjoy the benefits of the Agreement; and

WHEREAS, as required by Section VII of the Agreement, Applicant Agency has submitted its electronic toll collection system and data-transfer, communications architecture, and other materials and systems for testing and analysis as required by the Interoperability Committee; and

WHEREAS, by its execution of the Certification in the form attached to the Agreement as Appendix K, the Interoperability Committee has certified that Applicant Agency's toll system is capable of meeting the Interoperability Business Requirements, the requirements of the ICDs, and all other testing protocols required of Applicant Agency by the Interoperability Committee; and

WHEREAS, Applicant Agency's governing body has adopted a resolution or other authorization, a copy of which is attached as Exhibit B to this Counterpart, that authorizes Applicant Agency to enter into the Agreement and to be bound as an Additional Party by executing this Counterpart.

NOW, THEREFORE, Applicant Agency acknowledges and commits as follows:

1. By executing this Counterpart, Applicant Agency hereby becomes an Additional Party to the Agreement in the capacity of a Provider / Subscriber [select one] as defined in the Agreement and is bound by and will comply with all of the terms of the Agreement, including without

limitation the Interoperability Business Requirements and ICDs as currently promulgated and as those requirements and documents may, from time to time, be modified or amended by the Interoperability Committee.

2. All written notices, demands, and other papers or documents to be delivered to the Applicant Agency under the Agreement shall be delivered to the following address, or at such other place or places as Applicant Agency may designate by written notice delivered to the Original Parties and any additional Parties who subsequently join the Agreement under Section VII:

Applicant Agency's address for notices: _____

Attn: _____

IN WITNESS WHEREOF, Applicant Agency has executed this Counterpart in multiple copies, each of which shall be deemed an original, on the date shown below, and in consequence thereof, Applicant Agency is an Additional Party to the Agreement, with all rights and obligations appertaining thereto, as of said date.

Applicant Agency / Additional Party:

Date: _____

[legal name of Additional Party]

By: _____

Print name: _____

Print title: _____

EXHIBIT A

**COPY OF
AGREEMENT REGARDING INTEROPERABILITY
OF TOLL SYSTEMS AND TRANSPONDERS**

[follows this cover page]

[attach copy of CUSIOP Agreement, including all amendments thereto,
current Business Rules and ICDs, and all other exhibits after this cover page]

EXHIBIT B

**COPY OF
RESOLUTION OR OTHER AUTHORIZATION BY
APPLICANT AGENCY'S GOVERNING BODY
AUTHORIZING APPLICANT AGENCY TO ENTER INTO
THE AGREEMENT AS AN ADDITIONAL PARTY**

[follows this cover page]

[attach copy of resolution or other authorization after this cover page]

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

RESOLUTION NO. 20-030

**APPROVING WORK AUTHORIZATION NO. 19 WITH KAPSCH TRAFFICCOM USA,
INC. FOR INTELLIGENT TRANSPORTATION SYSTEM TECHNOLOGY
ENHANCEMENTS ON THE MOPAC EXPRESS LANES AND 45SW**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system; and

WHEREAS, Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA) is the successor in interest to the Contract with Caseta Technologies, Inc., and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Kapsch TrafficCom USA, Inc. (Kapsch); and

WHEREAS, the Executive Director and Kapsch have negotiated proposed Work Authorization No. 19 for the implementation of certain intelligent transportation system technology enhancements on the MoPac Express Lanes and 45SW, including the installation of four (4) Siemens Connected Vehicle Roadside Units and seven (7) closed-circuit television cameras; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 19 in an amount not to exceed \$80,500.00 and in the form or substantially the same form as is attached hereto as Exhibit A; and


WHEREAS, the Executive Director recommends that the Board also approve a contingency budget in the amount of \$19,5000.00 to be used at the discretion of the Assistant Director of IT and Toll Systems as additional contingency for Work Authorization No. 19 with Kapsch.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 19 with Kapsch TrafficCom USA, Inc. on behalf of the Mobility Authority in an amount not to exceed \$80,500.00 and in the form or substantially the same form as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board approves a contingency budget in the amount of \$19,5000.00 to be used at the discretion of the Assistant Director of IT and Toll Systems as additional contingency for Work Authorization No. 19 with Kapsch TrafficCom USA, Inc.

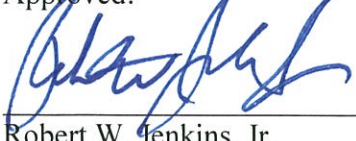
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION WORK AUTHORIZATION NO. 19 ITS ENHANCEMENTS

THIS WORK AUTHORIZATION (“WA No. 19”) is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A, to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 19 as the “System Integrator” or “SI”).

PART I. The Contractor will perform ITS enhancement services generally described in the Kapsch Statement of Work attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 19 is \$80,500. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

PART III. Payment to the Contractor for the services established under this WA No. 19 shall be made in accordance with the Contract.

PART IV. This WA No. 19 shall become effective on the date both parties have signed this WA No. 19. This WA No. 19 will terminate on the ITS enhancements final acceptance date or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

PART V. This WA No. 19 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 19, as such responsibilities and obligations under the Contract remain in full force and effect.

KAPSCH TRAFFICCOM, USA:

Signature _____ Date _____

Typed/Printed Name and Title _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature _____ Date _____

Mike Heiligenstein, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A Kapsch Statement of Work

ATTACHMENT A
KAPSCH STATEMENT OF WORK FOR
ITS ENHANCEMENTS



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

System Integration Agreement

CTRMA Toll Systems Integration



CTRMA CO#159 – RSU CCTV install IBTTA

May 7, 2020

Change Request Description

Request ID	CTRMA CO#159		
Request Date	05/07/2020		
System Module	RSU CCTV install IBTTA		
Change Type	Hardware/equipment		
Description			
Install 7 CCTV cameras and 3 RSUs on 45SW & MoPac in advance of the IBTTA conference.			
Affected Project			
<input type="checkbox"/> 183 <input type="checkbox"/> 290 <input checked="" type="checkbox"/> Mopac <input type="checkbox"/> SH71 <input checked="" type="checkbox"/> 45SW <input type="checkbox"/> 183S			
Affected Requirements			
N/A			
Affected System Processes:			
The RSUs will be integrated into the CTRMA ITS network.			
Description of the Solution			
<p>45SW:</p> <ul style="list-style-type: none"> - Kapsch will install 3 CCTV cameras on a pole-mount assembly using CAT-6 cable. 8x each - Kapsch will install 3 Siemens RSUs on a pole-mount assembly using CAT-6 cable. 8x each <p>MoPac:</p> <ul style="list-style-type: none"> - Kapsch will install 4 CCTV cameras on a pole-mount assembly using CAT-6 cable. 24 hrs tech - Kapsch will install 1 Siemens RSU on a pole-mount assembly using CAT-6 cable. 8 hours tech <p>Procurement: Kapsch will procure the items from the Atkins BOM, and also a tool for the 1/2" Stainless Steel Banding.</p> <p>Traffic control: CTRMA will pay for any MOT needed for install. We are estimating the traffic control to not exceed \$20,000. After the install is completed, Kapsch will detail the MOT/traffic control as a pass-through line item with the standard 10% markup.</p> <p>Network: The RSUs will be integrated into the CTRMA ITS network, which will require Kapsch to create a separate v-lan for the RSU ITS Network integration.</p> <p>Pricing valid for 30 days from Initial Submission.</p>			
Impact	<input type="checkbox"/> High	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Low
Total	\$80,478.57 (not to exceed)		
Quantity	Outlined below.		



System Integration

**CTRMA CO#159 – RSU CCTV install
IBTTA**



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	See the attached "CTRMA (45SW-MOPAC) CO BoM (Updated	1	\$30,508.66	\$3,050.87	\$33,559.53
2	0	0	\$0.00	\$0.00	\$0.00
3	0	0	\$0.00	\$0.00	\$0.00
4	0	0	\$0.00	\$0.00	\$0.00
5	0	0	\$0.00	\$0.00	\$0.00
6	0	0	\$0.00	\$0.00	\$0.00
7	0	0	\$0.00	\$0.00	\$0.00

Total Hardware \$33,559.53

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	48.00	\$172.52	\$8,280.96
3	Technician	64.00	\$120.90	\$7,737.60
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	8.00	\$161.66	\$1,293.28
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	20.00	\$156.22	\$3,124.40
9	Project Manager	20.00	\$224.14	\$4,482.80

Total Hours: 160.00 Total Labor: \$24,919.04

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
	MOT/Traffic Control (not to exceed)	1	\$20,000.00	\$2,000.00	\$22,000.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00

Total Subcontractor \$22,000.00

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00

Total ODCs / Travel \$0.00

TOTAL PRICE \$80,478.57

Client Acceptance:	
Client name	
Date	
Signature	
Kapsch Acceptance	
Kapsch Name	
Date	
Signature	

1 Reference Documents:

- CTRMA_RSU_Purchase_2020-05-04.pdf
- CTRMA (45SW-MOPAC) CO BoM (Updated 5.7.20).xlsx
-

2 Document Version History

Version	Created	Created by	Comments
1.0	05/07/2020	Lisa Gauger	Initial Submission
1.1	05/14/2020	Lisa Gauger	Revised to include not-to-exceed estimate for Traffic Control.

DESCRIPTION	MFR	MFR P/N	UOM	QTY	Unit Price	Extended Price	Quoted Vendor
COHU Octima 3430HD Series Fixed Barrel Camera, H.264.1080p	COHU	3432-3000	EA	7	\$1,250.00	\$8,750.00	COHU
3' MS connector to RJ-45 pigtail for camera	COHU	8196402-001	EA	7	\$84.00	\$588.00	COHU
RJ-45 IP67 Coupler	COHU	7610203-002	EA	7	\$30.00	\$210.00	COHU
PoE+ Injector w/ 24-48 VDC Power Supply	COHU	7412007-003	EA	7	\$105.00	\$735.00	COHU
Pole-Mount Assembly w/ Bracket Arm	COHU	8189-0	EA	7	\$54.00	\$378.00	COHU
SIEMENS C-V2X Dual Mode Roadside Units	SIEMENS	AAD17149-001	EA	4	\$4,000.00	\$16,000.00	Siemens
PoE+ Injector w/ battery backup	SIEMENS	PXX08958-001	EA	4	\$429.00	\$1,716.00	Siemens
Surge Protection Device for RSU cable	SIEMENS	PXX08942-001	EA	4	\$43.00	\$172.00	Siemens
MVD Pole Mount Bracket	Wavetronix	WX-SS-611	EA	4	\$190.00	\$760.00	Twincrest Tech
Pole-Mount Assembly w/ Bracket Arm	COHU	8189-0	EA	4	\$54.00	\$216.00	COHU
Weather-Resistant Lightning Surge Protector for RS-485	LCOM	AL-D15P24DW	EA	7	\$68.92	\$482.44	Allied
DIN Rail Mount Adapter	NTRON/Red Lion	NPM0DRM0	EA	7	\$13.00	\$91.00	BG Tech
Standard Banding Tool	BAND-IT	COO169	EA	1	\$148.88	\$148.88	Graybar
201 Stainless Steel Band. 1/2" x .030 x 100' - 100ft. Per Box	BAND-IT	C20499	box	1	\$110.54	\$110.54	Graybar
CAT-6 Cable, 4-Pair 23 Shielded, Outdoor, Black, 500ft roll	OMNI Cable	J662304-DB	roll	1	\$150.80	\$150.80	Graybar
						\$30,508.66	



Central Texas Regional Mobility Authority Roadside Unit Quote #20-0504-KLG-01

To:

**Sean Staehli
Kapsch**

Proposed by:

**Intelligent Traffic Systems
Siemens Mobility, Inc.**

Date:

May 04, 2020

Contact Person :
Karen Giese
karen.giese@siemens.com

+1 503 960 4857

Siemens Mobility Intelligent Traffic Systems USA

Founded over 170 years ago, Siemens is a multi-national company with worldwide revenues in excess of \$85 billion dollars annually and employs over 380,000 people globally. Siemens Intelligent Traffic Systems (ITS) provides traffic management solutions with 90 employees located in its Austin, Texas headquarters, 200 employees in field offices around the country, and a manufacturing facility in Marion, Kentucky where traffic controllers and parts are made. With over 90 years of experience in traffic management since the installation of the first traffic signal in Berlin, Germany, in 1924, Siemens has a long history of providing ITS design and integration services to government agencies throughout the U.S. and worldwide. Over the past 40 years, Siemens has delivered more than 300 fully operational traffic signal control systems in the U.S and over 150 adaptive traffic control systems worldwide. Our focus has always been to deliver a solution that is right for the customer - a solution that is reliable, full-featured, and delivers performance along with safety.

The Siemens ITS U.S. portfolio encompasses a full suite of traffic management solutions: from advanced traffic controllers covering both Caltrans and NEMA standards to state-of-the-art SEPAC controller firmware to advanced traffic management software such as TACTICS and CONCERT, and adaptive traffic control systems such as ACS Lite, SCOOT. Siemens develops software for specific applications such as transit signal priority, bike and pedestrian priority algorithms, Vision Zero enforcement solutions for speed and Don't Block the Box and integrated truck guidance at ports.

Beyond our traditional traffic management portfolio, Siemens is dedicated to providing cutting edge innovations that will not only provide answers to today's traffic situations, but also to developing answers for tomorrow. As a member of the U.S. Department of Transportation Research and Innovative Technology Administration Affiliated Test Beds, Siemens has supplied Connected Vehicle (CV) traffic controllers and software for CV test beds since 2007. Not only is supplying hardware, software and integration services for earliest deployments of Connected Vehicle, but it has partnered with several cities interested in Smart City transportation solutions.

Overview

Siemens is providing a quote for the purchase of four (4) roadside units (RSUs) as part of the connected vehicle and automated tolling demonstration for Central Texas Regional Mobility Authority (CTRMA).

CTRMA is preparing a demonstration of their new toll facilities and intelligent transportation systems during the 88th Annual Meeting and Exhibit of the International Bridge, Tunnel, and Turnpike Association, scheduled for September 13-15, 2020 in Austin, Texas. CTRMA has requested Siemens' connected vehicle technology be incorporated into this demonstration. This will include the installation of four (4) RSUs along the demonstration route and services to integrate the RSUs into the automated tolling system and showcase the management of the RSUs through Siemens' central system, Concert.

1 Scope

This quote includes:

- Roadside units (THEA base applications installed as well as TIM messages to support Wrong Way application)
- Power over ethernet switch
- Surge protection

2 Pricing to Partner

Description	Qty	Unit Price	Extended Value
C-V2X Dual Mode Roadside Units (TYZ:AAD17149-001)	4	\$4,000	\$16,000
Power Over Ethernet Injector with battery backup (TYZ:PXX08958-001)	4	\$429	\$1,716
Surge Protector for RSU cable (TYZ:PXX08942-001)	4	\$43	\$172
Total			\$17,888

3 Optional pricing

Description	Qty	Unit Price	Extended Value
FCC licensing	4	\$25	\$100
Onsite support – Training	Per week	\$10,000	\$10,000
Remote support (minimum 5 hours)	Per hour	\$200	\$1,000

4 Assumptions

The following assumptions hold:

- Servers, detection and any needed hardware will be purchased by others.
- All other installation and implementation work will be performed by others.
- Any work that is not performed adequately and interferes with the operation of the hardware is not the responsibility of Siemens.
- This quote includes only the equipment. Any additional applications, configurations, training, and support will be done under a separate services contract outside of this scope.
- The above pricing terms become effective upon receipt of the signed and written agreement.

5 Delivery

- Onsite training will need to be scheduled three weeks in advance.
- Remote support will need to be scheduled three days in advance.
- Hardware lead time is six weeks from receipt of purchase order.
- Optional Map and SPaT configurations will need to be scheduled four weeks in advance.

6 Validity

- Quote is valid through June 30, 2020.

7 Terms and Conditions

- Siemens Standard Distributor Terms and Conditions apply to this quote.

Please reference quote# 20-0504-KLG-01 on the purchase order.

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

RESOLUTION NO. 20-031

ACCEPTING THE FINANCIAL STATEMENTS THROUGH APRIL 2020

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 April 2020, 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 through April 2020, attached hereto as Exhibit A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

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 April 30, 2020

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2020	Date	Budget	Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	97,816,954	73,521,650	75.16%	67,441,011
Video Tolls	24,963,459	19,873,162	79.61%	15,894,332
Fee Revenue	7,589,784	8,880,218	117.00%	4,946,314
Total Operating Revenue	130,370,198	102,275,030	78.45%	88,281,656
Other Revenue				
Interest Income	4,000,000	5,160,884	129.02%	4,250,763
Grant Revenue	5,541,945	1,586,852	28.63%	4,600,439
Misc Revenue	2,000	4,111	205.57%	37,200
Gain/Loss on Sale of Asset	-	11,117	-	4,348
Total Other Revenue	9,543,945	6,762,965	70.86%	8,892,750
TOTAL REVENUE	\$139,914,143	\$109,037,994	77.93%	97,174,406
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,469,989	3,418,356	76.47%	3,304,895
Salary Reserve	80,000	-	-	-
TCDRS	632,057	472,040	74.68%	409,863
FICA	204,345	151,450	74.12%	137,660
FICA MED	67,769	49,798	73.48%	44,171
Health Insurance Expense	510,761	354,079	69.32%	317,180
Life Insurance Expense	8,034	6,772	84.29%	6,290
Auto Allowance Expense	10,200	8,075	79.17%	8,075
Other Benefits	122,131	100,669	82.43%	144,517
Unemployment Taxes	2,823	4,506	159.61%	543
Total Salaries and Benefits	6,108,109	4,565,745	74.75%	4,373,194

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending April 30, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	6,925	69.25%	6,736
Auditing	125,000	110,236	88.19%	74,571
Human Resources	40,000	28,549	71.37%	8,638
IT Services	307,700	99,875	32.46%	100,931
Internet	450	215	47.81%	4,950
Software Licenses	123,100	44,633	36.26%	43,978
Cell Phones	23,891	16,588	69.43%	13,593
Local Telephone Service	120,000	75,278	62.73%	7,506
Overnight Delivery Services	550	53	9.68%	93
Local Delivery Services	725	25	3.39%	87
Copy Machine	14,735	12,720	86.33%	13,503
Repair & Maintenance-General	14,200	6,206	43.70%	2,450
Community Meeting/ Events	12,000	-	-	-
Meeting Expense	14,850	13,088	88.14%	8,212
Toll Tag Expense	4,150	1,900	45.78%	1,956
Parking / Local Ride Share	2,800	1,507	53.80%	1,218
Mileage Reimbursement	8,300	2,303	27.75%	2,912
Insurance Expense	256,200	255,171	99.60%	157,961
Rent Expense	720,000	458,190	63.64%	462,095
Building Parking	27,000	14,636	54.21%	1,795
Legal Services	500,000	213,803	42.76%	234,836
Total Administrative and Office Expenses	2,325,651	1,361,901	58.56%	1,148,020
Office Supplies				
Books & Publications	5,000	1,653	33.07%	3,915
Office Supplies	17,000	6,314	37.14%	9,357
Misc Office Equipment	10,250	3,610	35.22%	9,610
Computer Supplies	169,400	81,086	47.87%	42,314
Copy Supplies	3,000	1,201	40.04%	1,188
Other Reports-Printing	8,000	-	-	3,627
Office Supplies-Printed	5,250	3,181	60.60%	3,163
Misc Materials & Supplies	750	-	-	-
Postage Expense	850	290	34.06%	271
Total Office Supplies	219,500	97,336	44.34%	73,445

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending April 30, 2020

	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	-	-	47,965
Website Maintenance	105,000	20,189	19.23%	32,131
Research Services	770,000	53,687	6.97%	(56,385)
Communications and Marketing	300,500	223,983	74.54%	343,155
Advertising Expense	755,000	488,563	64.71%	612,867
Direct Mail	10,000	-	-	31,663
Video Production	150,000	31,288	20.86%	92,898
Photography	10,000	578	5.78%	5,039
Radio	50,000	3,480	6.96%	77,896
Other Public Relations	140,000	4,177	2.98%	73,693
Promotional Items	20,000	6,907	34.54%	6,300
Annual Report printing	6,500	-	-	3,712
Direct Mail Printing	30,000	-	-	4,261
Other Communication Expenses	56,204	33,298	59.25%	10,144
Total Communications and Public Relations	2,463,204	866,149	35.16%	1,285,340
Employee Development				
Subscriptions	4,725	1,460	30.91%	1,321
Agency Memberships	65,000	52,418	80.64%	42,310
Continuing Education	11,000	1,409	12.81%	385
Professional Development	31,500	9,165	29.10%	7,786
Other Licenses	800	731	91.37%	243
Seminars and Conferences	45,855	24,361	53.13%	21,605
Travel	130,810	86,514	66.14%	68,019
Total Employee Development	289,690	176,059	60.77%	141,669
Financing and Banking Fees				
Trustee Fees	52,000	53,763	103.39%	35,750
Bank Fee Expense	6,500	1,280	19.69%	2,392
Continuing Disclosure	15,000	3,634	24.23%	3,500
Arbitrage Rebate Calculation	10,000	9,250	92.50%	8,395
Rating Agency Expense	30,000	104,000	346.67%	16,000
Total Financing and Banking Fees	113,500	171,926	151.48%	66,037
Total Administrative	5,411,545	2,673,371	49.40%	2,714,511

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending April 30, 2020

	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	244,188	83.06%	151,293
GEC-Financial Planning Support	285,000	91,093	31.96%	67,233
GEC-Toll Ops Support	1,498,223	373,457	24.93%	123,633
GEC-Roadway Ops Support	1,404,000	619,861	44.15%	484,967
GEC-Technology Support	1,028,000	607,883	59.13%	492,300
GEC-Public Information Support	325,000	196,294	60.40%	9,876
GEC-General Support	2,221,000	1,167,437	52.56%	802,215
General System Consultant	1,318,627	717,176	54.39%	341,831
Traffic Modeling	150,000	-	-	68,866
Traffic and Revenue Consultant	300,000	148,299	49.43%	111,909
Total Operations and Maintenance Consulting	8,823,850	4,165,688	47.21%	2,654,124
Roadway Operations and Maintenance				
Roadway Maintenance	4,400,000	2,452,441	55.74%	2,289,503
Signal & Illumination Maint	-	51,641	-	-
Maintenance Supplies-Roadway	237,000	16,735	7.06%	18,976
Tools & Equipment Expense	1,500	798	53.19%	442
Gasoline	21,600	10,814	50.07%	12,130
Repair & Maintenance-Vehicles	4,000	7,081	177.01%	4,008
Electricity - Roadways	250,000	151,500	60.60%	124,623
Total Roadway Operations and Maintenance	4,914,100	2,691,010	54.76%	2,449,682
Toll Processing and Collection Expense				
Image Processing	3,392,460	1,271,747	37.49%	1,165,220
Tag Collection Fees	7,283,817	4,738,982	65.06%	4,355,015
Court Enforcement Costs	50,001	-	-	7,875
DMV Lookup Fees	999	421	42.10%	772
Total Processing and Collection Expense	10,727,277	6,011,150	56.04%	5,528,882

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending April 30, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,500	1,778	71.14%	1,228
Fire and Burglar Alarm	599	370	61.79%	370
Refuse	1,500	1,469	97.95%	1,107
Telecommunications	-	-	-	45,271
Water - Irrigation	10,000	3,640	36.40%	3,024
Electricity	2,500	400	15.99%	1,058
ETC spare parts expense	25,000	8,272	33.09%	5,573
Repair & Maintenance Toll Equip	150,000	-	-	-
Law Enforcement	274,998	23,955	8.71%	182,675
ETC Maintenance Contract	4,524,237	1,355,902	29.97%	1,493,468
ETC Toll Management Center System Operation	402,587	-	-	-
ETC Development	2,361,999	405,789	17.18%	560,184
ETC Testing	252,999	109,443	43.26%	52,536
Total Toll Operations Expense	8,008,919	1,911,019	23.86%	2,346,495
Total Operations and Maintenance	32,474,146	14,778,867	45.51%	12,979,183
Other Expenses				
Special Projects and Contingencies				
HERO	150,000	110,872	73.91%	110,872
Special Projects	400,001	23,891	5.97%	53,203
71 Express Net Revenue Payment	4,500,000	3,364,737	74.77%	3,362,688
Technology Task Force	525,000	234,315	44.63%	156,240
Other Contractual Svcs	150,000	122,000	81.33%	167,548
Contingency	400,000	10,000	2.50%	-
Total Special Projects and Contingencies	6,125,001	3,865,815	63.12%	3,850,551

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending April 30, 2020

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2020	Date	Budget	Year to Date
Non Cash Expenses				
Amortization Expense	771,625	799,046	103.55%	367,844
Amort Expense - Refund Savings	1,050,000	874,972	83.33%	869,236
Dep Exp - Furniture & Fixtures	2,620	2,178	83.13%	2,178
Dep Expense - Equipment	16,000	44,482	278.01%	13,333
Dep Expense - Autos & Trucks	40,500	27,023	66.72%	22,198
Dep Expense - Buildng & Toll Fac	176,800	147,290	83.31%	136,979
Dep Expense - Highways & Bridges	38,568,000	27,430,871	71.12%	20,882,944
Dep Expense - Toll Equipment	3,670,250	3,010,815	82.03%	2,212,641
Dep Expense - Signs	326,200	675,322	207.03%	274,236
Dep Expense - Land Improvements	884,935	811,189	91.67%	737,445
Depreciation Expense - Computers	9,600	70,676	736.21%	8,480
Total Non Cash Expenses	45,516,530	33,893,864	74.46%	25,527,513
Total Other Expenses				
	51,641,531	37,759,679	73.12%	29,378,063
Non Operating Expenses				
Bond Issuance Expense	250,000	1,319,260	527.70%	2,443,880
Loan Fee Expense	75,000	27,000	36.00%	47,619
Interest Expense	43,741,254	31,965,972	73.08%	28,406,662
Community Initiatives	325,000	124,254	38.23%	55,942
Total Non Operating Expenses	44,391,254	33,436,485	75.32%	30,954,103
<hr/>				
TOTAL EXPENSES	\$140,026,585	\$93,214,147	66.57%	\$80,399,054
<hr/>				
Net Income	(\$112,442)	\$15,823,847		16,775,353
<hr/>				

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2020

	as of 04/30/2020	as of 04/30/2019
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 989,963	\$ 1,702,878
Cash in TexStar	239,890	233,185
Regions Payroll Account	91,232	292,040
Restricted Cash		
Goldman Sachs FSGF 465	152,905,012	264,753,522
Restricted Cash - TexSTAR	308,816,872	141,778,380
Overpayments account	698,395	351,713
Total Cash and Cash Equivalents	<u>463,741,364</u>	<u>409,111,718</u>
Accounts Receivable		
Accounts Receivable	2,770,089	1,141,083
Due From Other Agencies	53,115	36,690
Due From TTA	541,614	1,243,798
Due From NTTA	448,603	864,409
Due From HCTRA	1,603,080	1,128,548
Due From TxDOT	1,279,526	1,007,587
Interest Receivable	141,263	482,617
Total Receivables	<u>6,837,290</u>	<u>5,904,731</u>
Short Term Investments		
Treasuries	9,855,135	59,533,642
Agencies	10,144,865	109,638,443
Total Short Term Investments	<u>20,000,000</u>	<u>169,172,085</u>
Total Current Assets	<u>490,578,655</u>	<u>584,188,534</u>
Total Construction in Progress	585,290,258	732,851,677
Fixed Assets (Net of Depreciation and Amortization)		
Computers	511,651	21,653
Computer Software	3,535,423	659,095
Furniture and Fixtures	7,841	10,455
Equipment	5,040	6,039
Autos and Trucks	80,614	75,573
Buildings and Toll Facilities	4,799,972	4,976,720
Highways and Bridges	1,199,283,854	876,903,422
Toll Equipment	23,482,886	16,489,846
Signs	13,196,891	10,382,541
Land Improvements	8,116,626	9,001,560
Right of way	88,149,606	88,149,606
Leasehold Improvements	144,688	125,216
Total Fixed Assets	<u>1,341,315,092</u>	<u>1,006,801,726</u>
Other Assets		
Intangible Assets-Net	101,401,564	102,597,930
2005 Bond Insurance Costs	3,896,526	4,110,034
Prepaid Insurance	326,541	230,970
Deferred Outflows (pension related)	866,997	290,396
Pension Asset	177,226	826,397
Total Other Assets	<u>106,668,854</u>	<u>108,055,726</u>
Total Assets	<u><u>\$ 2,523,852,858</u></u>	<u><u>\$ 2,431,897,663</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2020

	as of 04/30/2020	as of 04/30/2019
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 1,187,433	\$ 439,844
Construction Payable	22,822,479	1,055,459
Overpayments	701,574	354,757
Interest Payable	20,100,055	18,458,634
TCDRS Payable	69,815	63,512
Due to other Agencies	14,071	4,080,859
Due to TTA	245,204	1,154,540
Due to NTTA	27,943	118,505
Due to HCTRA	41,294	82,436
Due to Other Entities	1,550,316	843,138
71E TxDOT Obligation - ST	643,193	1,072,587
Total Current Liabilities	47,403,375	27,724,272
Long Term Liabilities		
Compensated Absences	543,329	541,425
Deferred Inflows (pension related)	206,675	278,184
Long Term Payables	750,004	819,609
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	74,542,777	76,426,215
Senior Lien Revenue Bonds 2011	17,274,854	16,238,444
Senior Refunding Bonds 2013	133,195,000	136,405,000
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	356,785,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	-
Sn Lien Rev Bnd Prem/Disc 2013	4,774,856	6,602,635
Sn Lien Revenue Bnd Prem 2015	18,583,756	19,780,261
Sn Lien Put Bnd Prem 2015	310,101	2,173,404
Senior lien premium 2016 revenue bonds	43,792,873	48,097,427
Sn Lien Revenue Bond Premium 2018	3,727,366	3,993,939
Senior Lien Revenue Bond Premium 2020A	11,675,098	-
Total Senior Lien Revenue Bonds	1,126,846,680	1,079,667,325
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	95,945,000	98,295,000
Sub Lien Refunding Bonds 2016	73,490,000	73,905,000
Subordinated Lien BANs 2018	46,020,000	46,020,000
Sub Refunding 2013 Prem/Disc	1,028,761	1,464,942
Sub Refunding 2016 Prem/Disc	7,592,935	8,440,074
Sub Lien BANS 2018 Premium	881,888	1,411,022
Total Sub Lien Revenue Bonds	224,958,584	229,536,038
Other Obligations		
TIFIA Note 2015	295,527,765	228,670,480
TIFIA Note 2019	51,164	-
SIB Loan 2015	34,144,630	32,818,916
State Highway Fund Loan 2015	34,164,660	32,818,946
State 455W Loan	-	55,000,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	19,060,000
Total Other Obligations	449,607,330	430,700,399
Total Long Term Liabilities	1,802,162,598	1,740,723,372
Total Liabilities	1,849,565,973	1,768,447,643

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2020

	as of 04/30/2020	as of 04/30/2019
	NET ASSETS	
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	540,308,972	527,520,601
Current Year Operations	<u>12,775,522</u>	<u>14,727,027</u>
Total Net Assets	<u>674,286,885</u>	<u>663,450,020</u>
Total Liabilities and Net Assets	<u>\$ 2,523,852,858</u>	<u>\$ 2,431,897,663</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of April 30, 2020

Cash flows from operating activities:

Receipts from toll revenues	\$	103,261,715
Receipts from interest income		2,732,608
Payments to vendors		(33,438,248)
Payments to employees		(4,600,115)
Net cash flows provided by (used in) operating activities		67,955,961

Cash flows from capital and related financing activities:

Proceeds from notes payable		55,855,054
Interest payments		(56,979,475)
Acquisitions of construction in progress		(152,671,054)
Net cash flows provided by (used in) capital and related financing activities		(153,795,475)

Cash flows from investing activities:

Purchase of investments		(268,733,400)
Proceeds from sale or maturity of investments		242,884,841
Net cash flows provided by (used in) investing activities		(25,631,892)
Net increase (decrease) in cash and cash equivalents		(111,471,406)
Cash and cash equivalents at beginning of period		241,560,543
Cash and cash equivalents at end of period	\$	130,089,137

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

Operating income	\$	43,642,257
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		33,018,892
Changes in assets and liabilities:		
(Increase) decrease in prepaid expenses and other assets		(126,373)
(Decrease) increase in accounts payable		(3,223,272)
Increase (decrease) in accrued expenses		(5,355,543)
Total adjustments		24,313,704
Net cash flows provided by (used in) operating activities	\$	67,955,961

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	1,779,589
Restricted cash and cash equivalents		128,309,548
Total	\$	130,089,137

INVESTMENTS by FUND

		Balance April 30, 2020		
Renewal & Replacement Fund				
TexSTAR	402,843.10		TexSTAR	309,056,762.82
Goldman Sachs	15,100.47		Goldman Sachs	129,893,003.54
Agencies/ Treasuries		417,943.57	Agencies & Treasury Notes	20,000,000.00
Grant Fund				\$ 458,949,766.36
TexSTAR	4,449,407.70			
Goldman Sachs	5,621,767.11			
Agencies/ Treasuries	-	10,071,174.81		
Senior Debt Service Reserve Fund				
TexSTAR	66,505,305.85			
Goldman Sachs	17,645,540.77			
Agencies/ Treasuries	-	84,150,846.62		
2010 Senior Lien DSF				
Goldman Sachs	60,585.25	60,585.25		
2011 Debt Service Acct				
Goldman Sachs	788,575.51	788,575.51		
2013 Sr Debt Service Acct				
Goldman Sachs	3,485,134.58	3,485,134.58		
2013 Sub Debt Service Account				
Goldman Sachs	2,420,796.39	2,420,796.39		
2015 Sr Capitalized Interest				
Goldman Sachs	-	17,782,560.10		
TexSTAR	17,782,560.10			
2015B Debt Service Account				
Goldman Sachs	1,426,190.80	1,426,190.80		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	9,136,352.52	9,136,352.52		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,257,504.90	1,257,504.90		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	6,986,908.69			
Agencies/ Treasuries	-	6,986,908.69		
Operating Fund				
TexSTAR	239,890.48			
TexSTAR-Trustee	2,072,019.57			
Goldman Sachs	153,193.76	2,465,103.81		
Revenue Fund				
Goldman Sachs	1,680,089.43	1,680,089.43		
General Fund				
TexSTAR	56,104,077.57			
Goldman Sachs	11,294,548.29	87,398,625.86		
Agencies/ Treasuries	20,000,000.00			
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,277,500.13			
Goldman Sachs	3,646,199.81	8,923,699.94		
71E Revenue Fund				
Goldman Sachs	11,625,728.57	11,625,728.57		
MoPac Revenue Fund				
Goldman Sachs	892,750.59	892,750.59		
MoPac General Fund				
Goldman Sachs	14,585,297.96	14,585,297.96		
MoPac Operating Fund				
Goldman Sachs	1,842,871.82	1,842,871.82		
MoPac Loan Repayment Fund				
Goldman Sachs	49,994.11	49,994.11		
2015B Project Account				
Goldman Sachs	15,961,200.06			
Agencies/ Treasuries	-			
TexSTAR	26,319,167.89	42,280,367.95		
2015 TIFIA Project Account				
Goldman Sachs	9,575,147.15			
TexSTAR	88,322,872.38			
Agencies/ Treasuries	-	97,898,019.53		
2011 Sr Financial Assistance Fund				
Goldman Sachs	0.00	12,268,832.76		
TexSTAR	12,268,832.76			
2018 Sr Lien Project Cap I				
Goldman Sachs	5,735,791.74	5,735,791.74		
2018 Sr Lien Project Account				
Goldman Sachs	485,687.15			
TexSTAR	29,312,285.29	29,797,972.44		
2018 Sub Debt Service Account				
Goldman Sachs	630,002.72	630,002.72		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,927.42	50,927.42		
2020A Senior Lien Debt Service Acct				
Goldman Sachs	555,034.82	555,034.82		
2020 SH 45SW Project Account				
Goldman Sachs	2,284,081.15	2,284,081.15		
		\$ 458,949,766.36		

CTRMA INVESTMENT REPORT

Month Ending 4/30/2020						
Balance 4/1/2020	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 4/30/2020	Rate April
Amount in Trustee TexStar						
2011 Sr Lien Financial Assist Fund			4,482.80		12,268,832.76	0.4447%
2013 Sub Lien Debt Service Reserve			1,928.30		5,277,500.13	0.4447%
General Fund			20,499.34		56,104,077.57	0.4447%
Trustee Operating Fund	3,000,000.00		634.10	1,650,000.00	2,072,019.57	0.4447%
Renewal and Replacement			147.17		402,843.10	0.4447%
Grant Fund			1,625.73		4,449,407.70	0.4447%
Senior Lien Debt Service Reserve Fund			24,299.75		66,505,305.85	0.4447%
2015A Sr Ln Project Cap Interest			6,497.39		17,782,560.10	0.4447%
2015B Sr Ln Project			9,616.50		26,319,167.89	0.4447%
2015C TIFIA Project			32,271.45		88,322,872.38	0.4447%
2018 Sr Lien Project Account			11,298.22	2,500,000.00	29,312,285.29	0.4447%
	3,000,000.00		113,300.75	4,150,000.00	308,816,872.34	
Amount in TexStar Operating Fund						
	1,650,000.00		87.65	1,650,000.00	239,890.48	0.4447%
Goldman Sachs						
Operating Fund	3,050,461.38		74.29	3,004,637.35	153,193.76	0.2852%
2020 SH 45SW Project Account			2,234.45	18,053.99	2,284,081.15	0.2852%
2020A Senior Lien Debt Service Acct	277,504.69		25.44		555,034.82	0.2852%
2015B Project Account			11,044.53		15,961,200.06	0.2852%
2015C TIFIA Project Account			17,233.61	9,088,170.44	9,575,147.15	0.2852%
2011 Sr Financial Assistance Fund			0.00		0.00	0.2852%
2010 Senior DSF			41.92		60,585.25	0.2852%
2011 Senior Lien Debt Service Acct			545.66		788,575.51	0.2852%
2013 Senior Lien Debt Service Acct	864,285.37		1,388.29		3,485,134.58	0.2852%
2013 Sub Debt Service Reserve Fund			2,523.03		3,646,199.81	0.2852%
2013 Subordinate Debt Service Acct	605,199.10		2,303.08	2,544,016.24	2,420,796.39	0.2852%
2015B Debt Service Acct	353,072.04		567.83		1,426,190.80	0.2852%
2016 Sr Lien Rev Refunding Debt Service Account	1,906,419.90		4,064.86		9,136,352.52	0.2852%
2016 Sub Lien Rev Refunding Debt Service Account	312,220.82		500.48		1,257,504.90	0.2852%
2016 Sub Lien Rev Refunding DSR			4,834.67		6,986,908.69	0.2852%
2018 Sr Lien Project Cap I			3,968.66		5,735,791.74	0.2852%
2018 Sr Lien Project Account	2,500,000.00		193.58	2,264,240.85	485,687.15	0.2852%
2018 Sub Debt Service Account	145,574.33		263.57		630,002.72	0.2852%
2019 TIFIA Sub Lien Project Account			35.24		50,927.42	0.2852%
Grant Fund			3,890.04		5,621,767.11	0.2852%
Renewal and Replacement			10.45		15,100.47	0.2852%
Revenue Fund	8,767,834.88		3,308.89	11,044,969.58	1,680,089.43	0.2852%
General Fund	1,282,371.26		14,370.99	595,404.30	11,294,548.29	0.2852%
Senior Lien Debt Service Reserve Fund			12,210.03		17,645,540.77	0.2852%
71E Revenue Fund	671,911.22		8,023.01		11,625,728.57	0.2852%
MoPac Revenue Fund	1,313,253.12		173.58	1,739,538.04	892,750.59	0.2852%
MoPac General Fund	1,539,538.04		9,303.72	395,509.87	14,585,297.96	0.2852%
MoPac Operating Fund	200,000.00		1,308.91	17,893.61	1,842,871.82	0.2852%
MoPac Loan Repayment Fund	49,990.31		3.80		49,994.11	0.2852%
	23,839,636.46	0.00	104,446.61	30,712,434.27	129,893,003.54	
Amount in Fed Agencies and Treasuries						
Amortized Principal		0.00		0.00	20,000,000.00	
		0.00		0.00	20,000,000.00	
Certificates of Deposit						
Total in Pools	4,650,000.00		113,388.40	5,800,000.00	309,056,762.82	
Total in GS FSGF	23,839,636.46		104,446.61	30,712,434.27	129,893,003.54	
Total in Fed Agencies and Treasuries		0.00		0.00	20,000,000.00	
Total Invested	28,489,636.46	0.00	217,835.01	36,512,434.27	458,949,766.36	

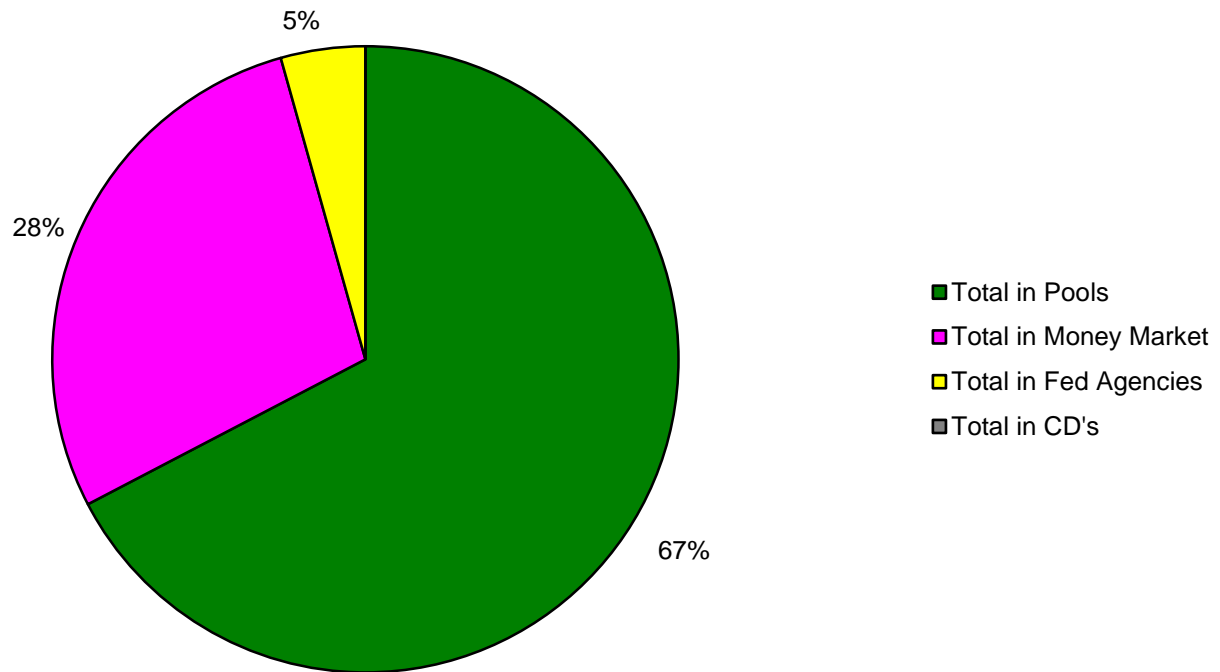
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

4/30/2020

Allocation of Funds



Amount of Investments As of April 30, 2020

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,204,704.00	2.5995%	3/11/2019	9/25/2020	General Fund
		<u>20,000,000.00</u>	<u>20,000,000.00</u>	<u>20,204,704.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	4/30/2020			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
		<u>20,000,000.00</u>	<u>-</u>	<u>20,000,000.00</u>	<u>20,000,000.00</u>		<u>43,333.33</u>	<u>-</u>	<u>43,333.33</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	4/1/2020	Additions	Interest	Withdrawals	4/30/2020
Goldman Sachs	23,765,730.73		16,481.25	1,312,263.60	22,469,948.38

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	4/1/2020	Additions	Interest	Withdrawals	4/30/2020
Goldman Sachs	450,225.10		322.75	114,788.95	335,758.90

Berstrom Expressway 183S Escrow Account

	Balance		Accrued		Balance
	4/1/2020	Additions	Interest	Withdrawals	4/30/2020
Goldman Sachs	206,167.22		134.26		206,301.48



183 South Design-Build Project
Contingency Status
 April 30, 2020



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

Total Project Contingency	\$47,860,000
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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)	\$1,263,577
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$5,919,997
	Change Orders Under Negotiation	\$5,600,000
Potential Contractual Obligations	\$18,910,000	

(-) Total Obligations	\$30,429,997
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Remaining Project Contingency	\$17,430,003
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MOPAC Misc. Construction
Financial Status
 April 30, 2020



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

Change Orders		
	Total of Others Less than \$300,000 (17 Total)	\$ 747,992
Executed Change Orders		\$ 747,992
Revised Construction Contract Value		\$ 5,331,272
Change Orders under Negotiation		\$ -
Potential Construction Contract Value		\$ 5,331,272
Amount paid McCarthy through February 2020 draw (as of 4/30/2020)		\$ (5,331,272)
Potential Amount Payable to McCarthy		\$ -



290E Ph. III
Contingency Status
 April 30, 2020



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)	\$152,949
	Executed Change Orders	\$152,949
	Change Orders Under Negotiation	\$274,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,286,949
------------------------------	--------------------

Remaining Mobility Authority Contingency	\$8,402,569
Remaining TxDOT Contingency	\$15,236,961



TexSTAR
MONTHLY
NEWSLETTER
APRIL 2020



PERFORMANCE

As of April 30, 2020

Current Invested Balance	\$9,402,508,666.82
Weighted Average Maturity (1)	25 Days
Weighted Average Maturity(2)	97 Days
Net Asset Value	1.000372
Total Number of Participants	923
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$3,642,580.55
Management Fee Collected	\$432,787.90
% of Portfolio Invested Beyond 1 Year	6.60%
Standard & Poor's Current Rating	AAAm

April Averages

Average Invested Balance	\$8,800,255,838.95
Average Monthly Yield, on a simple basis	0.4447%
Average Weighted Maturity (1)*	27 Days
Average Weighted Life (2)*	111 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 instruction 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.

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

NEW PARTICIPANTS

We would like to welcome the following entity who joined the TexSTAR program in April:

* Harris County Municipal Utility District No. 423

HOLIDAY REMINDER

In observance of **Memorial Day, TexSTAR will be closed on Monday, May 25, 2020.** All ACH transactions initiated on Friday, May 22nd will settle on Tuesday, May 26th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

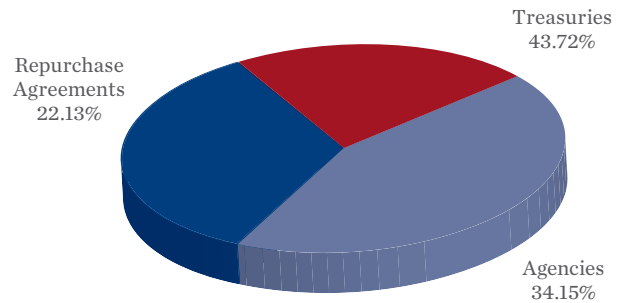
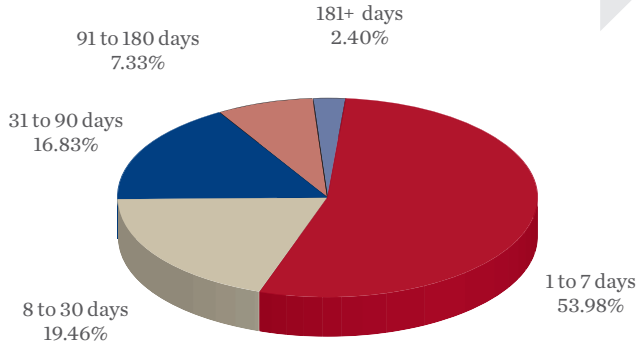
ECONOMIC COMMENTARY

Market review

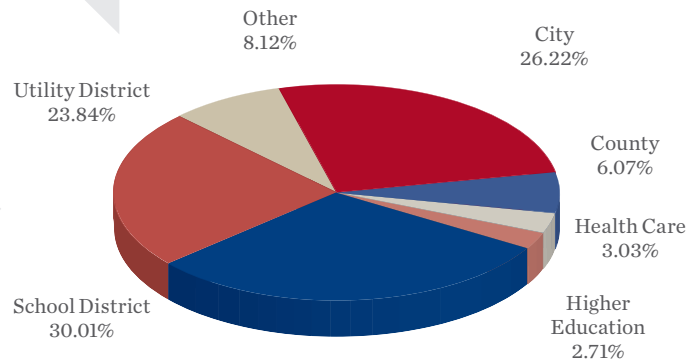
After the severe shock in March, markets rebounded strongly in April. The U.S. government's and Federal Reserve's (Fed) substantial policy response measures to support markets and the economy to reduce the damage caused by the economic shutdown, restored some positive sentiment to markets. Fixed Income markets rallied as the Fed committed to purchase more government, money market instruments and corporate bonds. Managing the epidemic in the U.S. has inevitably become a political battleground given the upcoming presidential election later this year. The U.S. economy contracted at an annualized pace of 4.8% in the first quarter of the year. Fiscal stimulus measures launched by Congress have been enormous, but more may still be required. Economic data continued to suggest global demand and labor markets are deteriorating at unprecedented speeds. Over 30 million people have filed for unemployment insurance since mid-March and how many of those laid off will end up being only temporary will be key for the outlook. Retail sales also fell 8.4% in March. The Fed's response has been dramatic in both size and speed. The establishment of the Money Market Mutual Fund Liquidity Facility and the Commercial Paper Funding Facility, among the many programs designed to help support markets and the economy, proved to be a game changer for the U.S. money markets, helping to restore market liquidity and the flow of credit. Funding stress in the money markets markedly improved due to Fed intervention and the surge in Treasury bill supply to fund the U.S. Government's various stimulus programs. The U.S. 3-month Treasury bill yield rose 2 bps to end the month at 0.08%, while the 12-month Treasury bill yield declined 4 bps to end at 0.14%. *(continued page 4)*

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF APRIL 30, 2020



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF APRIL 30, 2020



HISTORICAL PROGRAM INFORMATION

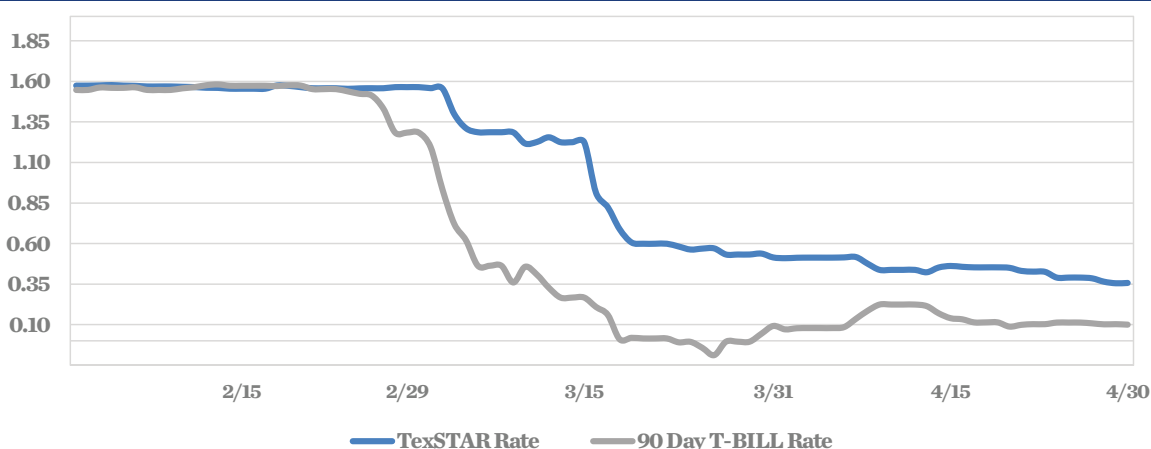
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)*	WAM (2)*	NUMBER OF PARTICIPANTS
Apr 20	0.4447%	\$9,402,508,666.82	\$9,406,011,209.34	1.000372	27	111	923
Mar 20	0.9570%	8,656,111,186.51	8,662,045,828.91	1.000685	27	108	922
Feb 20	1.5641%	9,669,676,298.74	9,671,875,580.06	1.000213	32	84	921
Jan 20	1.5514%	9,728,196,391.64	9,728,681,551.87	1.000027	33	96	920
Dec 19	1.5643%	8,550,355,101.35	8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
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

PORTFOLIO ASSET SUMMARY AS OF APRIL 30, 2020

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 864.35	\$ 864.35
Accrual of Interest Income	7,352,020.64	7,352,020.64
Interest and Management Fees Payable	(3,728,224.56)	(3,728,224.56)
Payable for Investment Purchased	(1,074,896,613.90)	(1,074,896,613.90)
Repurchase Agreement	2,317,897,999.89	2,317,897,999.89
Government Securities	8,155,882,620.40	8,159,385,162.92
TOTAL	\$ 9,402,508,666.82	\$ 9,406,011,209.34

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 of \$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 consists 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 APRIL 2020

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)*	WAL DAYS (2)*
4/1/2020	0.5098%	0.000013968	\$8,723,269,345.55	1.000641	25	115
4/2/2020	0.5125%	0.000014041	\$8,683,242,347.04	1.000625	25	115
4/3/2020	0.5132%	0.000014060	\$8,670,960,736.52	1.000605	24	112
4/4/2020	0.5132%	0.000014060	\$8,670,960,736.52	1.000605	24	112
4/5/2020	0.5132%	0.000014060	\$8,670,960,736.52	1.000605	24	112
4/6/2020	0.5146%	0.000014100	\$8,661,668,728.42	1.000558	26	113
4/7/2020	0.5168%	0.000014160	\$8,677,142,330.60	1.000560	28	112
4/8/2020	0.4753%	0.000013021	\$8,681,114,638.16	1.000524	29	114
4/9/2020	0.4378%	0.000011995	\$8,656,771,523.75	1.000480	29	112
4/10/2020	0.4378%	0.000011995	\$8,656,771,523.75	1.000480	29	112
4/11/2020	0.4378%	0.000011995	\$8,656,771,523.75	1.000480	29	112
4/12/2020	0.4378%	0.000011995	\$8,656,771,523.75	1.000480	29	112
4/13/2020	0.4231%	0.000011593	\$8,696,752,645.47	1.000459	29	109
4/14/2020	0.4523%	0.000012391	\$8,699,203,738.64	1.000460	30	114
4/15/2020	0.4619%	0.000012655	\$8,667,291,499.17	1.000450	31	117
4/16/2020	0.4566%	0.000012510	\$8,624,965,729.81	1.000473	31	116
4/17/2020	0.4533%	0.000012418	\$8,686,178,040.96	1.000453	29	113
4/18/2020	0.4533%	0.000012418	\$8,686,178,040.96	1.000453	29	113
4/19/2020	0.4533%	0.000012418	\$8,686,178,040.96	1.000453	29	113
4/20/2020	0.4504%	0.000012341	\$8,703,623,123.41	1.000431	29	112
4/21/2020	0.4314%	0.000011819	\$8,785,788,836.72	1.000454	28	113
4/22/2020	0.4270%	0.000011698	\$8,847,276,876.09	1.000440	27	114
4/23/2020	0.4257%	0.000011663	\$8,914,589,671.03	1.000419	27	112
4/24/2020	0.3902%	0.000010690	\$8,947,357,995.05	1.000402	26	109
4/25/2020	0.3902%	0.000010690	\$8,947,357,995.05	1.000402	26	109
4/26/2020	0.3902%	0.000010690	\$8,947,357,995.05	1.000402	26	109
4/27/2020	0.3855%	0.000010562	\$8,977,335,546.92	1.000390	25	108
4/28/2020	0.3648%	0.000009995	\$9,346,174,933.42	1.000387	25	105
4/29/2020	0.3552%	0.000009731	\$9,375,150,098.53	1.000375	24	104
4/30/2020	0.3571%	0.000009784	\$9,402,508,666.82	1.000372	25	97
Average	0.4447%	0.000012184	\$8,800,255,838.95		27	111



(continued from page 1)

Spread volatility moderated in April with help from the Fed's alphabet soup of supportive programs and optimism over signs that the spread of the virus has peaked. Despite the market rebound, considerable uncertainty remains over the trajectory of economic growth over the coming quarters. A lot will depend on the extent to which states and local economies can successfully reopen.

Outlook

The COVID-19 health crisis, and associated market moves, have unfolded with extraordinary and unparalleled speed. Assuming successful social distancing measures force a flattening of the virus infection rate, the patterns seen in China and South Korea imply a peak of new COVID-19 cases by the middle of the second quarter and a lifting of quarantine measures by mid-year. We are already seeing some cities and states relaxing restrictions in May. China and South Korea, which were among the first to feel the effects of the virus, shut down their economies early and saw infection rates fall. As both countries return to work, infection rates have remained low. It is too early to declare victory, but so far so good. Translating the China/South Korea roadmap to western economies suggests the downturn will last until the middle of the year and will almost certainly exceed a "typical" recession by a wide margin. In this scenario, there is a historic surge in the unemployment rate and the recovery begins in the second half of 2020. On May 8th, we will see the first US employment report that fully reflects the post-lockdown environment and markets are expecting a 16% unemployment rate. Although the services sector is contracting at an unprecedented rate, the characteristics of the sector suggest that the stark plunge in activity could eventually turn into a relatively fast recovery in employment if the underlying health shock does not persist for too long. However, in the short term, we do not expect the activity currently being lost to fully recover for quite some time. Unprecedented levels of fiscal and monetary stimulus should limit the downside and help to reduce second round effects, allowing sentiment to improve in the second half of the year. Governments are putting in place the right type and magnitude of stimulus and the Fed has said that it will do whatever it takes.

This information is an excerpt from an economic report dated April 2020 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/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.

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

RESOLUTION NO. 20-032

**APPROVING A COST-OF-LIVING ADJUSTMENT
FOR MOBILITY AUTHORITY RETIREES**

WHEREAS, in Resolution No. 04-19, dated May 5, 2004, the Board of Directors approved participation by the Central Texas Regional Mobility Authority (“Mobility Authority”) in the Texas County & District Retirement System (“TCDRS”) to provide benefits to Mobility Authority employees under the Central Texas Regional Mobility Authority TCDRS Plan (the “Plan”); and

WHEREAS, the Plan requires certain authorizations from time to time by the Board of Directors regarding ongoing provisions of and/or changes to the Plan; and

WHEREAS, former Mobility Authority employees and/or their beneficiaries, are collecting retirement benefits through TCDRS; and

WHEREAS, the Plan provides an annual opportunity for a retiree cost-of-living adjustment (“COLA”); and

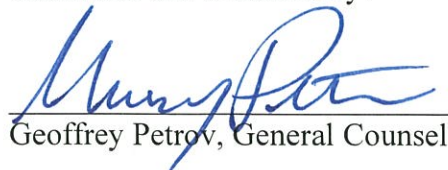
WHEREAS, the Chief Financial Officer of the Mobility Authority recommends adopting a one-year retiree COLA to be effective January 1, 2021 at the maximum flat-rate increase established by TCDRS of 2%; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves and adopts a one-year retiree COLA to be effective January 1, 2021 at the maximum flat-rate increase established by TCDRS of 2%; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to execute such documents and take all other actions necessary to implement the one-year retiree cost-of-living adjustment approved herein.

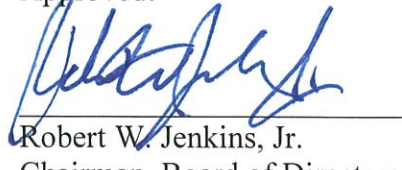
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

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. 20-033

**APPROVING AN INTERLOCAL AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE
SERVICES ON TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY
ADJACENT TO MOBILITY AUTHORITY FACILITIES**

WHEREAS, by Resolution No. 20-026 dated April 25, 2020, the Board of Directors awarded a performance-based maintenance contract to DBi Services, LLC to provide maintenance services on Central Texas Regional Mobility Authority (Mobility Authority) roadways and related facilities; and

WHEREAS, the Texas Department of Transportation (TxDOT) desires the Mobility Authority to provide routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities through the Mobility Authority's performance-based maintenance contract with DBi Services, LLC; and

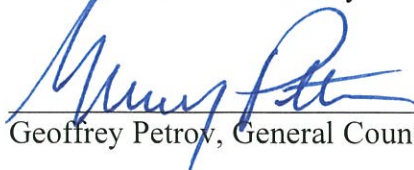
WHEREAS, the Executive Director has negotiated a proposed interlocal agreement with TxDOT for these routine maintenance services, including up to \$16,135,014.02 in payments by TxDOT for its share of the routine maintenance services to be provided during the initial 5-year term of the Mobility Authority's contract with DBi Services LLC; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for routine maintenance services on TxDOT right-of-way in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities, and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

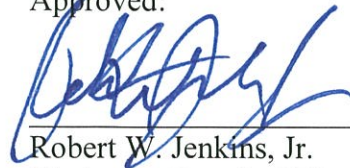
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Interlocal Agreement

Contract Services Transmittal Form

From: (District/Division/Office) AUS	Contact Person: April Sandoval Phone No.: TBD
Subject: Central Texas Regional Mobility Authority led Maintenance contract with TxDOT Austin District	
Other Entity Central Texas Regional Mobility	Contract Maximum Amount Payable \$16,135,014.02
Are any federal funds used in this contract? No	
Was the standard interlocal or amendment format modified? Yes _____ No ___X___ If modified, date of Contract Services approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT
ON SYSTEM**

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
Local Government

II. PURPOSE: Local Government will provide routine maintenance of the highway corridors identified by the Project Location Maps attached as Attachments E-1 (290 Toll - Manor Expressway), E-2 (Express 1 Toll - MoPac Express), E-3 (71 Toll), E-4 (45 Toll), E-5 (183A Toll), E-6 (183 Toll - Bergstrom Expressway), E-7 (183A PH III Project), E-8 (183 North Project) and E-9 (MoPac South Project). TxDOT will contribute to the costs Local Government incurs to provide that maintenance.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$16,135,014.02 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on June 30, 2025 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution _____, dated May 27, 2020, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Project Location Maps, and **Attachment F**, Roadway Condition Assessment Frequencies.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
Mike Heiligenstein, Executive Director

FOR THE STATE OF TEXAS

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

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

A. Facilities to be Maintained Under this Contract

The Local Government will provide routine maintenance for all Local Government and TxDOT facilities located within the designated maintenance limits for the highway corridors generally identified by the maps included as Attachment E:

1. 290 Toll (Manor Expressway) (Attachment E-1);
2. Express 1 Toll (MoPac Express) (Attachment E-2);
3. 71 Toll (Attachment E-3);
4. 45 Toll (Attachment E-4);
5. 183A Toll (Attachment E-5);
6. 183 Toll (Bergstrom Expressway) (Attachment E-6);
7. 183A PHIII Project (Attachment E-7);
8. 183 North Project (Attachment E-8); and
9. MoPac South Project (Attachment E-9).

The designated maintenance limits include all entrance and exit ramps and turnarounds within the public rights-of-way of each of these highway corridors, as may be further identified and shown on any maintenance maps mutually acceptable to the parties (the "Designated Maintenance Areas").

B. Maintenance Standards, Requirements, and Specifications

The standards, requirements, and specifications for maintenance and related services provided for TxDOT facilities within each corridor by the Local Government under this contract have been determined and agreed upon by TxDOT and the Local Government and are set forth in that certain Request for Proposals for "System-Wide Performance Based Maintenance" issued by the Local Government on January 28, 2020, as revised and exists as Addendum #6 issued March 10, 2020 (the "RFP"). Both parties possess a printed and a digital copy (in PDF format) at their respective offices. A digital PDF file of the RFP may also be viewed or downloaded from the Local Government's Electronic Document Management System. A link to the document library will be provided to TxDOT.

These standards may be revised with respect to TxDOT facilities by written agreement of TxDOT and the Local Government.

C. Roadway Condition Assessment

A Roadway Condition Assessment is an inspection of 20% of the total lane miles length of each roadway in the Designated Maintenance Areas, scheduled as set forth in Attachment F

(Roadway Condition Assessment Frequencies). Inspection limits for each Condition Assessment will be selected on a random sample basis prior to the inspection by the Local Government. The Local Government shall provide a two-week notice to TxDOT of the date, time, and location of each scheduled Condition Assessment so that TxDOT may be present at the Condition Assessment, and agrees to provide a copy of any such inspection report to TxDOT upon the request of TxDOT.

D. Maintenance Inspections

The Local Government will conduct an independent annual maintenance inspection of its tolled facilities to ensure adherence to their established asset management program in August and September of each year and will provide a copy of that inspection report to TxDOT no later than April 15 of each year.

TxDOT may conduct any special or additional inspections on non-tolled portions of the Designated Maintenance Areas in addition to a Condition Assessment. TxDOT agrees to provide a preferred notice of two weeks with a minimum of a 72 hour notice to Local Government of the date, time, and location of each such special or additional inspection requiring traffic control. TxDOT will provide the Local Government the opportunity to be present at the inspection, and agrees to provide a copy of any such inspection report to Local Government upon the request of the Local Government.

E. Liquidated Damages

If the Local Government assesses and recovers liquidated damages from its maintenance contractor as a result of the maintenance contractor's failure to comply with a maintenance standard, requirement, or specification for a TxDOT facility in a Designated Maintenance Area, no later than 30 days after its receipt of the liquidated damages the Local Government shall, at the election of TxDOT, either: (1) pay to TxDOT the entire amount of such liquidated damages; or (2) credit an amount equal to the such liquidated damages toward TxDOT payments otherwise due to the Local Government under this contract.

If the Local Government assesses and recovers liquidated damages from its maintenance contractor for a failure to comply with the maintenance standards, requirements, and specifications that apply both to TxDOT and Local Government facilities in accordance with the Designated Maintenance Areas, the Local Government will allocate and credit a pro-rata portion of the liquidated damages recovered from its maintenance contractor, as agreed by the parties, toward TxDOT payments otherwise due from TxDOT to Local Government under this contract.

F. Material Testing

Local Government shall coordinate with TxDOT on Quality Assurance material sampling and testing for acceptance. The costs of such tests submitted to TxDOT Materials and Testing Division shall be paid by:

1. Local Government, for materials tested that will be placed only on tolled portions of the Designated Maintenance Areas;
2. TxDOT, for materials tested that will be placed only on non-tolled portions of the Designated Maintenance Areas; or
3. both the Local Government and TxDOT in a reasonable pro-rata share as agreed by the parties, for materials tested that are placed on both tolled and non-tolled portions of the Designated Maintenance Areas.

G. Reporting Requirements

The Local Government will maintain a Computerized Maintenance Management System (CMMS) to track and validate work performed during this contract. Local Government will provide TxDOT copies of reports on a monthly basis, or as requested, that cover any work performed on TxDOT facilities.

Bridge Inspection and Appraisal Program (BRINSAP) reports are conducted biannually by TxDOT for all bridges, to include pedestrian bridges over traffic lanes. TxDOT shall provide Local Government with copies of BRINSAP reports on a biannual basis. TxDOT shall coordinate with Local Government in addressing any maintenance deficiencies on TxDOT bridges where the maintenance is subject to the terms of this contract.

TxDOT shall notify Local Government of any reports conducted by TxDOT in regards to inspections of assets, including but not limited to: pavement management reports, overhead sign inspection reports, or special inspection reports that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. TxDOT agrees to provide to the Local Government a copy of any such report or study upon the request of the Local Government.

H. Local Government and TxDOT Coordination

Local Government and TxDOT agree to coordinate and participate in recurring interagency status meetings and provide feedback on the Local Government's maintenance of TxDOT facilities during the term of this contract.

TxDOT hereby designates the Director of Operations as its primary contact and the District Maintenance Administrator as alternate contact to consult and coordinate with Local Government throughout the duration of this contract.

Local Government hereby designates the Roadway and Facility Maintenance Manager as its primary contact and the Director of Engineering as alternate contact to consult and coordinate with TxDOT throughout the duration of this contract.

ATTACHMENT B

Budget

TxDOT will reimburse the Local Government for TxDOT's share of maintenance costs, established and calculated under Table B.1 below as a percentage of the costs incurred by the Local Government to provide maintenance in the Designated Maintenance Areas for each corridor, but excluding from the percentage calculation any cost identified in paragraph (A), (B), (C), or (D).

In addition to reimbursement of costs for routine maintenance set forth in Table B.1, TxDOT shall pay or reimburse the Local Government for:

1. mobilization costs for each corridor in the amount set forth in paragraph (B);
2. costs incurred by the Local Government at TxDOT's request as set forth in paragraph (C); and
3. Snow and Ice Control Costs incurred by the Local Government as set forth in paragraph (D).

The Local Government and TxDOT shall review the percentage split and other aspects of the Local Government's maintenance obligation under this agreement on an annual basis and may agree to modify the percentage payment by an amendment to this agreement.

Table B.1: Cost Sharing Percentage Split for Routine Maintenance

Roadway	Local Government %	TxDOT %	TxDOT Annual Cost
183A Toll	90%	10%	\$6,836.52
290 Toll (Manor Express)	48%	52%	\$189,145.88
Express 1 Toll (MoPac Express)	14%	86%	\$520,237.60
71 Toll	15%	85%	\$386,716.68
45 Toll	78%	22%	\$39,352.68
183 Toll (Bergstrom Expressway)	53%	47%	\$143,047.77
183A PH III Project ⁽¹⁾	48%	52%	\$23,620.40
183 North Project ⁽¹⁾	16%	84%	\$246,611.03
MoPac South Project ⁽¹⁾	23%	77%	\$327,745.02

Note 1: Based on a preliminary estimate of lane miles.

A. Costs Excluded from Routine Maintenance Cost Sharing

1. TxDOT is not participating in and is not obligated under this contract to pay any portion of a cost incurred by the Local Government to maintain the following Local Government facilities in a Designated Maintenance Area:
 - (a) a tolled mainlane or ramp;
 - (b) any maintenance costs for flexible delineators (pylons) associated with the tolled express lane on the MoPac Improvement Project;
 - (c) toll in-lane processing (ILP) buildings, toll gantry structures, or other equipment or structures required for toll collection or enforcement;
 - (d) emergency generators;
 - (e) trailheads;
 - (f) a shared use path;
 - (g) a maintenance yard, including improvements;
 - (h) landscape beds; or
 - (i) areas subject to Enhanced Vegetation Management as described in the Contract Documents.

2. None of the costs listed in subparagraph (A)(1) above shall be included in gross maintenance expenses used to calculate the percentage reimbursement paid by TxDOT to the Local Government under Table B.1 above.

B. TxDOT Payments for Mobilization Costs

TxDOT agrees to reimburse to the Local Government the agreed percentage of mobilization costs paid by Local Government to its maintenance contractor for each corridor, as calculated and set forth in Table B.2. Payment by TxDOT to Local Government under this paragraph is due after Local Government provides a written invoice for reimbursement of mobilization costs paid by Local Government.

Table B.2: Cost Sharing Percentage Split for Mobilization Costs

Roadway	Local Government %	TxDOT %	TxDOT Mobilization Cost
183A Toll	90%	10%	\$68,794.20
290 Toll (Manor Express)	48%	52%	\$214,637.80
Express 1 Toll (MoPac Express)	14%	86%	\$653,610.32
71 Toll	15%	85%	\$261,745.60

Table B.2: Cost Sharing Percentage Split for Mobilization Costs (continued)

Roadway	Local Government %	TxDOT %	TxDOT Mobilization Cost
45 Toll	78%	22%	\$72,070.02
183 Toll (Bergstrom Expressway)	53%	47%	\$153,967.77
183A PH III Project ⁽¹⁾	47%	53%	\$0.53
183 North Project ⁽¹⁾	16%	84%	\$0.84
MoPac South Project ⁽¹⁾	23%	77%	\$0.77

Note 1: Based on a preliminary estimate of lane miles.

C. TxDOT Payments for a Lane Closure

TxDOT agrees to pay in full any costs incurred by the Local Government from its maintenance contractor for a lane closure requested by TxDOT.

D. TxDOT Payments for Snow and Ice Control

“Snow and Ice Control Costs” shall mean the total of (1) a seasonal fixed monthly retainer fee during the months of November through March; (2) hourly charges that may be incurred each month to provide snow and ice control measures as required by weather and road conditions; and (3) the cost of de-icing materials purchased and used for snow and ice control measures on the Designated Maintenance Areas for each corridor. TxDOT agrees to pay or reimburse the Local Government as invoiced monthly in the amount equal to TxDOT’s agreed percentage for the Snow and Ice Control Costs incurred by the Local Government in each corridor as set forth Table B.3: Percentage Split for Snow and Ice Control Costs.

Table B.3: Cost Sharing Percentage Split for Snow and Ice Control

Roadway	Local Government %	TxDOT %
183A Toll	97%	3%
290 Toll (Manor Express)	50%	50%
Express 1 Toll (MoPac Express)	6%	94%
71 Toll	45%	55%
45 Toll	88%	12%
183 Toll (Bergstrom Expressway)	57%	43%
183A PH III Project ⁽¹⁾	79%	21%
183 North Project ⁽¹⁾	32%	68%
MoPac South Project ⁽¹⁾	23%	77%

Note 1: Based on a preliminary estimate of lane miles.

E. Total Agency Contribution

Total contribution values are summarized in Table B.4, below. The values are categorized as Recurring Costs, Actual Costs to be Determined at Time of Need and TxDOT Exclusions. Recurring Costs apply to items of work that will be paid on a monthly basis for performance based maintenance of roadway and roadside elements. Actual Costs to be Determined at Time of Needs are costs that will be paid as needed throughout the term of the contract. TxDOT Exclusion costs reflect the value of the items described in this Attachment B, Section A Costs Excluded from Routine Maintenance Cost Sharing. Additional costs for snow and ice control materials has been estimated. Materials are purchased directly by the Mobility Authority and costs are shared with TxDOT at the time of need. The resulting values show the Do Not Exceed Value for TxDOT referenced in Section IV, Contract Payment.

Table B.4: Total Contribution for the Initial 5-year Term

Contract Item Group	Local Government Contribution	TxDOT Contribution
Recurring Costs		
Mobilization	\$1,654,533.15	\$1,424,827.85
Performance Based Maint (Roadway)	\$9,437,677.02	\$8,122,676.98
Performance Based Maint (Routine Veg Mgmt)	\$1,932,138.76	\$3,714,511.24
Snow & Ice Control Season	\$920,783.30	\$807,436.70
Subtotal of Recurring Contract Costs	\$13,945,132.23	\$14,069,452.77
Actual Costs to be Determined at Time of Need⁽¹⁾		
Snow & Ice Control Equipment	\$325,536.00	\$352,664.00
Lane Closures (Work Order – Misc Tasks)	\$293,207.75	\$239,897.25
Work Order Allowance (Misc Tasks)	\$275,000.00	\$225,000.00
Subtotal of As Needed Contract Costs⁽¹⁾	\$893,743.75	\$817,561.25
TxDOT Exclusions		
Performance Based Maint (Enhanced Veg Mgmt)	\$7,702,813.00	\$0.00
Performance Based Maint (SUPs & Trailheads)	\$2,941,427.00	\$0.00
Performance Based Maint (Landscaping)	\$2,637,282.00	\$0.00
Performance Based Maint (Building/Facilities)	\$1,545,660.00	\$0.00
Vegetative Watering	\$52,000.00	\$0.00
Install Delineator Posts PEXCO FG300 (Toll Lanes)	\$5,821,000.00	\$0.00
Subtotal of TxDOT Exclusions	\$20,700,182.00	\$0.00
Subtotal Distribution	\$35,539,057.98	\$14,887,014.02
PBMC 20PROGXXX02M Total Contract Value	\$50,426,072.00	
Snow & Ice Control Materials (Actual Cost Determined at Time of Need)⁽¹⁾	\$1,146,000.00	\$1,248,000.00
TOTAL Not to Exceed Distribution	\$36,685,057.98	\$16,135,014.02

Note 1: Estimated costs with actuals to be determined at the time of need.

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all

lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 17. License for TxDOT Logo Use

- A. Grant of License; Limitations:** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required:** The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense:** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License:** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

Article 18. Records and Ownership

- A.** The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B.** After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C.** TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D.** Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract with TxDOT funds shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E.** The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit

committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 19. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 20. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 21. Civil Rights Compliance

Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to **Nondiscrimination** in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
- b. cancelling, terminating, or suspending of the contract, in whole or in part.

Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Noncollusion

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 23. Lobbying Certification

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 24. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any

manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 25. Signatory Warranty

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

Article 26. Notices

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

Local Government:	Central Texas Regional Mobility Authority Roadway and Facility Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
TxDOT:	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, TX 78701

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

Article 27. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27. Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- E. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- G. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- H. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ATTACHMENT D

Resolution or Ordinance

Resolution No. _____

[Copy to be provided on the following page]

ATTACHMENT E

Location Maps Showing Project

Attachment E-1: Project Location Map – 290 Toll (Manor Expressway)

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-2: Project Location Map – Express LP 1 (Mopac Express)

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-3: Project Location Map – 71 Toll

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-4: Project Location Map – 45 Toll

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-5: Project Location Map – 183A Toll

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-6: Project Location Map – 183 Toll (Bergstrom Express)

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-7: Project Location Map – 183A PH III Project

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-8 Project Location Map – 183 North Project

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment E-9 Project Location Map – MoPac South Project

<https://app.e-builder.net/public/publicLanding.aspx?QS=6f79de01fbe8451382c1b694a9d809fb>

Attachment F

Roadway Condition Assessment Frequencies

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
P.5.7 PAVEMENT MAINTENANCE						
P.5.7.1	Localized Rutting	X				
P.5.7.2	Localized Roughness	X				
P.5.7.3	Failures	X				
P.5.7.4	Edge drop-offs	X				
P.5.7.5	Expansion joints	X				
P.5.7.6	Cracks in asphalt	X				
P.5.7.7	Curbs	X				
P.5.8 DRAINAGE						
P.5.8.1	Pipes and Channels		X			
P.5.8.2	Vegetative Filter Strips	X	X	X	X	X
P.5.8.3	Swales			X		
P.5.8.4	Detention Facilities	X	X			
P.5.8.5	Hazardous Material Traps (HMTs)		X			X
P.5.8.6	Water Quality Ponds	X	X	X		X
P.5.8.6.1	Logic Controller		X	X		X
P.5.8.7	Underground Detention		X			X
P.5.8.8	Pump Stations		X			X
P.5.8.9	Enclosure Areas		X			
P.5.8.10	Travel Way		X			X
P.5.8.11	Underdrains		X			
P.5.8.12	Erosion or Siltation		X			
P.5.9 STRUCTURES						
P.5.9.2	Bridge Maintenance - Damage		X			
P.5.9.3	Bridge Maintenance - Cleaning		X			
P.5.9.4	Bridge Maintenance - General		X			
P.5.9.5	Bridge Expansion Joints		X			
P.5.9.6	Undercrossing Components		X			X
P.5.9.7	Gantries and high masts		X			
P.5.9.8	Pole and foundation supporting ITS equipment		X			
P.5.9.9	Non-bridge class culverts		X			
P.5.10 PAVEMENT MARKINGS, OBJECT MARKERS, BARRIER MARKERS AND DELINEATORS						
P.5.10.1	New Striping					X
P.5.10.2	Longitudinal Pavement Markings		X			
P.5.10.3	Non-longitudinal Pavement Markings		X			
P.5.10.4	Prefabricated Pavement Markings		X			

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
P.5.10.6	Raised Reflective Pavement Markers		X			
P.5.10.7	Delineators & Object Markers	X				
P.5.10.8	Delineators & Markers (used for delineation of express lane)	X				
P.5.11 GUARD FENCE, SAFETY BARRIERS AND IMPACT ATTENUATORS						
P.5.11.1	Guard Fence	X				
P.5.11.2	Concrete Safety Barrier	X				
P.5.11.3	Cable Barrier Systems	X				
P.5.11.4	Impact Attenuators	X				
P.5.12 TRAFFIC SIGNS						
P.5.12.1	Sign Supports and Assemblies - General	X				
P.5.12.2	Sign Supports and Assemblies - Small	X				
P.5.12.3	Sign Supports and Assemblies - Large	X				
P.5.12.4	Warning and Regulatory Signs	X				
P.5.12.5	Rate Change Signs					X
P.5.13 SIGNALS						
P.5.13.1	Signal Inspections					X
P.5.13.2	Signal Maintenance - General	X				X
P.5.13.3	Signal Maintenance - Response	X				X
P.5.13.4	Video Imaging Vehicle Detection System (VIVDS)	X				X
P.5.13.5	Broad Band for Traffic Signals	X				X
P.5.14 LIGHTING						
P.5.14.2	Illumination Maintenance	X				
P.5.14.3	Electrical Supply	X				
P.5.14.4	Access Panels	X				
P.5.14.5	High Mast Lighting	X				
P.5.15 RETAINING WALLS AND SOUND ABATEMENT						
P.5.15	Retaining Walls and Sound Abatement		X			
P.5.16 ROADSIDE MANAGEMENT						
P.5.16.1	Vegetation Height	X				
P.5.16.2	Noxious Weeds	X				
P.5.16.3	Vegetation Encroachment	X				
P.5.16.4	Vegetation Trimming	X				
P.5.16.5	Loss of Vegetation	X				
P.5.16.6	Sight Lines	X				
P.5.16.7	Wildflowers					X
P.5.16.8	First Frost Mow					X
P.5.16.9	Spring Mow					X
P.5.16.10	Landscape Areas	X				

Element No.	Category	Assessment Frequency				
		Monthly	Quarterly	Bi-Annually	Annually	As Required
P.5.16.11	Irrigation Management	X				
P.5.16.12	Trees, Brush and Ornamentals	X				
P.5.17 SIDEWALKS, SHARED USE PATHS AND TRAILHEADS						
P.5.17.1	Sidewalks and Shared Use Paths - General	X				
P.5.17.2	Trailheads	X				
P.5.18 EMBANKMENT AND SLOPE MAINTENANCE						
P.5.18	Embankment and Slope Maintenance		X			
P.5.19 SWEEPING AND CLEANING						
P.5.19.1	Sweeping	X				
P.5.19.2	Litter	X				
P.5.19.3	Obstructions and Debris in Express Lanes	X				X
P.5.19.4	Obstructions and Debris	X				X
P.5.20 MISCELLANEOUS						
P.5.20.1	Chain Link Fence	X				
P.5.20.2	Encroachments	X				
P.5.20.3	Mailboxes	X				
P.5.20.4	Graffiti	X				
P.5.20.5	Aesthetic Features	X				
P.5.21 INCIDENT MANAGEMENT						
P.5.21	Incident Management	X				X
P.5.22 HAZARDOUS MATERIALS						
P.5.22	Hazardous Materials					X
P.5.23 CUSTOMER RESPONSE						
P.5.23	Customer Response	X				
P.5.24 ENVIRONMENTALLY SENSITIVE AREAS						
P.5.24.1	Karst Preserve Areas	X				
P.5.24.2	Wetland Mitigation Areas and Waters of the U.S.	X				
P.5.24.3	Migratory Bird Treaty & Endangered Species Act	X				
P.5.24.4	Edwards Aquifer Recharge and Contributing Zones	X				
P.5.24.5	Cultural Resources	X				
P.5.26.6	Other Environmental Restrictions	X				
SNOW AND ICE CONTROL (see SS7668RMA)						

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

RESOLUTION NO. 20-034

**APPROVING AN ADVANCE FUNDING AGREEMENT FUNDING AGREEMENT
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BARTON
SKYWAY RAMP RELIEF PROJECT**

WHEREAS, Mobility Authority has been studying non-tolled improvements to relieve congestion and improve mobility on the MoPac corridor, including the design and construction of an auxiliary lane on southbound MoPac from the Bee Cave Road entrance ramp to the southbound Loop 360 exit ramp and an acceleration lane for the southbound Barton Skyway entrance ramp (the Barton Skyway Ramp Relief Project); and

WHEREAS, the Executive Director and the Texas Department of Transportation (TxDOT) have developed a draft Advance Funding Agreement (AFA) to establish the respective project sources and uses of funds for the Mobility Authority and TxDOT for the procurement, design, and construction of the Barton Skyway Ramp Relief Project; and

WHEREAS, execution of an AFA with TxDOT is a requirement for implementation of the Barton Skyway Ramp Relief Project; and

WHEREAS, the Executive Director requests the Board to approve the proposed AFA with TxDOT for the Barton Skyway Ramp Relief Project in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed Advance Funding Agreement with TxDOT for the Barton Skyway Ramp Relief Project and authorizes the Executive Director to finalize and execute the AFA on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

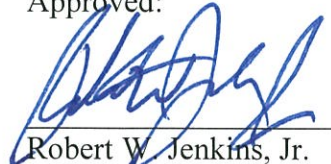
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

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Project Name	SL 1 -Barton Skyway relief ramp

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Locally Funded Highway Improvement Project
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Central Texas Regional Mobility Authority**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the design and construction of an auxiliary lane on Loop 1 South from the Bee Cave Road entrance ramp at the Barton Skyway Bridge to the Loop 360 NB exit ramp**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated , which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of the design and construction of an auxiliary lane on Loop 1 South from the Bee Cave Road entrance ramp at the Barton Skyway Bridge to the Loop 360 NB exit ramp and restripes the facility between Barton Skyway Bridge and the Loop 360 SB exit ramp to create a dedicated exit ramp lane.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

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- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.

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- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

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E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas

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Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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17. Notices

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

Local Government:	State:
Central Texas Regional Mobility Authority ATTN: Executive Director 3300 N IH-35, Suite 300 Austin, TX 78705	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

18. Legal Construction

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

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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22. Sole Agreement

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

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27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Mike Heiligenstein

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Executive Director

Typed or Printed Title

Typed or Printed Title

Date

Date

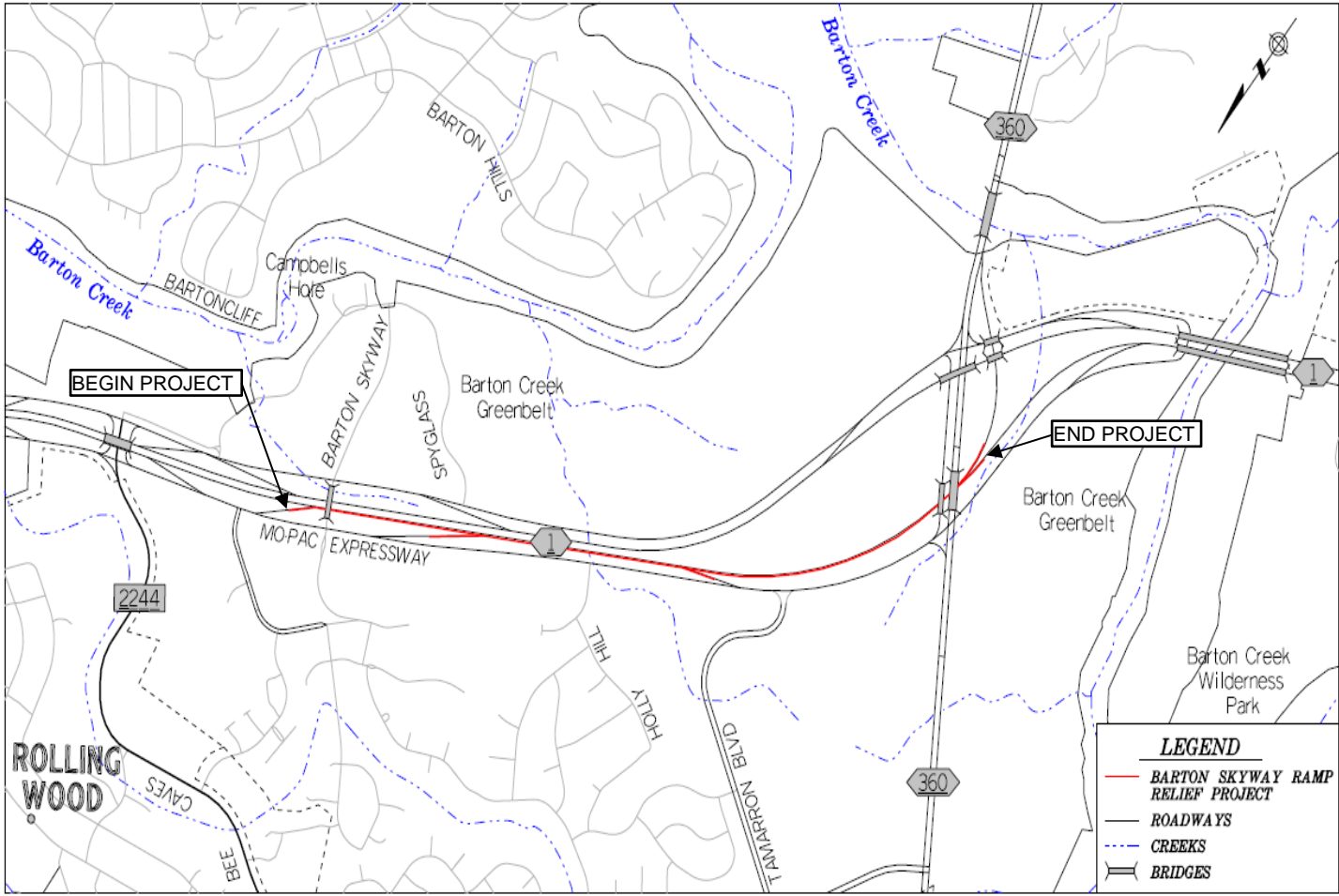
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

BARTON SKYWAY RAMP RELIEF PROJECT LOCATION MAP



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**ATTACHMENT C
PROJECT BUDGET**

All costs, except indirect and direct state costs, will be allocated based on 100% Local Government funding.
The Local Government is responsible for any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$465,000	0%	\$0	100%	\$465,000
Environmental (by Local Government)	\$165,000	0%	\$0	100%	\$165,000
Construction (by Local Government)	\$5,800,000	0%	\$0	100%	\$5,800,000
Subtotal	\$6,430,000		\$0		\$6,430,000
Environmental Direct State Costs	\$19,290	100%	\$19,290	0%	\$0
Right of Way Direct State Costs	\$4,823	100%	\$4,823	0%	\$0
Engineering Direct State Costs	\$28,935	100%	\$28,935	0%	\$0
Utility Direct State Costs	\$4,823	100%	\$4,823	0%	\$0
Construction Direct State Costs	\$135,030	100%	\$135,030	0%	\$0
Indirect State Costs (4.52%)	\$290,636	100%	\$290,636	0%	\$0
TOTAL	\$6,913,536		\$483,536		\$6,430,000

Initial payment by the Local Government to the State: \$0.00
Payment by the Local Government to the State before construction: \$0.00
Estimated total payment by the Local Government to the State \$0.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs