



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, April 26, 2023

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

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*A live video stream of this meeting may be viewed on the internet at  
[www.mobilityauthority.com](http://www.mobilityauthority.com)*

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

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

## AGENDA

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### ***No action on the following:***

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1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.
2. Welcome newly appointed Board Member and administer the oath of office.

### ***Consent Agenda***

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

3. Approve the minutes from the March 29, 2023 Regular Board Meeting.
4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

5. Approve an Interlocal Agreement with the City of Cedar Park for real time kinematics technology to conduct traffic investigations, construction monitoring and other traffic surveillance services.
6. Approve an Interlocal Agreement with the Texas Department of Transportation for materials inspection and testing services for the Barton Skyway Ramp Relief Project.
7. Approve a contract with Nortex Concrete Lift and Stabilization, Inc. for concrete slab lifting and stabilization services on the 290E corridor.

## **Regular Items**

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*Items to discuss, consider, and take appropriate action.*

8. Accept the financial statements for March 2023.
9. Discuss and consider amending the FY2023 Operating Budget to transfer funds to the 290E Wall Improvements and Repairs.

## **Briefings and Reports**

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*Items for briefing and discussion only. No action will be taken by the Board.*

10. Quarterly project updates.
  - A. 183A Phase III Project
  - B. 183 North Mobility Project
  - C. MoPac Cemetery Tree Planting Project
  - D. Barton Skyway Ramp Relief Project
11. Executive Director Report.
  - A. Agency performance metrics.
    - i. Roadway Performance
    - ii. Call-Center Performance

## **Executive Session**

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*Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.*

*The Board may deliberate the following items in executive session if announced by the Chairman:*

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

## ***Reconvene in Open Session.***

### ***Regular Items***

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*Items to discuss, consider, and take appropriate action.*

16. Adjourn meeting.

### ***Notes***

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

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

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

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

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

*Mobility Authority Board Meeting Agenda  
Wednesday April 26, 2023*

documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting will be made available to the public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #1

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Welcome and opportunity for public  
comment

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #2

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Welcome newly appointed Board  
Member and administer the oath of  
office

Chairman Robert W. Jenkins, Jr. will administer the oath of office to John Langmore, who was appointed to the Central Texas Regional Mobility Authority Board of Directors at the April 18, 2023 meeting of the Travis County Commissioner's Court.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #3**

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Approve the minutes from the  
March 29, 2023 Regular Board Meeting

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

**Description/Background:** Approve the attached draft minutes for the March 29, 2023, Regular Board Meeting.

**Backup provided:** Draft minutes

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

**Wednesday, March 29, 2023**  
**9:00 a.m.**

This was an in-person meeting. Notice of the meeting was posted March 24, 2023, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Robert Jenkins and Board Members David Armbrust, Mike Doss, Heather Gaddes, Nikelle Meade, and David Singleton were present.

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

<https://mobilityauthority.swagit.com/play/03292023-661>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:09 a.m. and had each Board Member state their name for the record. Chairman announced Jay Blazek Crossley had stepped down from the board and thanked him for his service.

1. Welcome and opportunity for public comment.

No comment was provided.

**Audit Committee Meeting**

David Singleton, Chairman of the Audit Committee called the Audit Committee Meeting to order at 9:10 a.m.

2. Audit Committee Meeting

- A. Audit Committee meeting called to order by Committee Chairman Singleton.

Jose Hernandez, Chief Financial Officer introduced the auditors, Marc Sewell, RSM US LLC, Joel Perez, RSM US LLC and Tino Robledo, RSM US LLC who provided a presentation.

- B. Authorize the engagement of RSM US, LLP to provide independent auditing services.



**MOTION:** Authorize the engagement of a firm to provide independent auditing services.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** David Armbrust  
**SECONDED BY:** Mike Doss  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 23-007**

C. Adjourn Audit Committee.

David Singleton adjourned the Audit Committee Meeting and Chairman Jenkins reconvened the Board Meeting in open session at 9:22 a.m.

### **Consent Agenda**

3. Approve the minutes from the January 25, 2023 Regular Board Meeting.
4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS: RESOLUTION NO. 23-008**

**MOTION:** Approve Item Nos. 3 and 4.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** Nikelle Meade  
**SECONDED BY:** Heather Gaddes  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

### **Regular Items**

5. Accept the financial statements for January 2023 and February 2023.

Presentation by Jose Hernandez, Chief Financial Officer.

**MOTION:** Accept the financial statements for January 2023 and February 2023.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** David Singleton  
**SECONDED BY:** Nikelle Meade  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

**ADOPTED AS:                    RESOLUTION NO. 23-009**

Jose Hernandez, Chief Financial Officer introduced Ann Zigmond, Controller.

**Briefings and Reports**

6. Executive Director Report.  
Presentation by James Bass, Executive Director.

A. Agency performance metrics.

- i. Roadway Performance
- ii. Call-Center Performance

Tracie Brown, Director of Operations answered questions.

B. MoPac South update.

Charlotte A. Gilpin, P.E., CFM, Vice President, K Friese + Associates answered questions.

C. FY 2024 budget process.

**Executive Session**

Chairman Jenkins announced in open session at 10:44 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 7. Discuss the sale, transfer or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
- 8. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 9. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 10. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 11:01 a.m.

**Regular Items**

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:02 a.m.

11. Adjourn.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #4**

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

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

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

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

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

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

**Financing:** Not applicable.

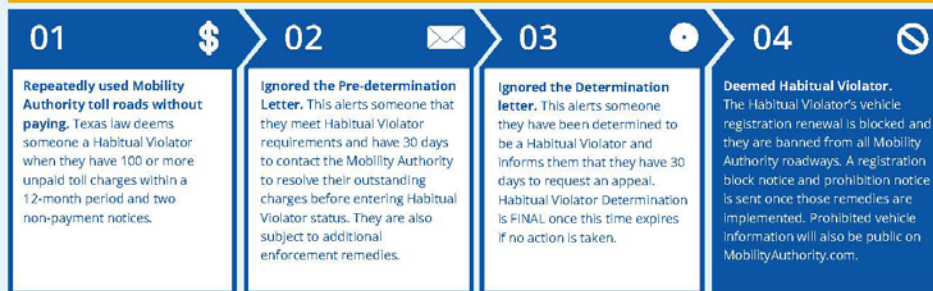
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

**Backup provided:** Habitual Violator Vehicle Ban FAQs  
Draft Resolution



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

Learn more about the Habitual Violator Enforcement Program at [MobilityAuthority.com](http://MobilityAuthority.com)



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

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

**Why is the Mobility Authority pursuing enforcement remedies?**

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 23-0XX**

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

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

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

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

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

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

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

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

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

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

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



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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective April 26, 2023; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of April 2023.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**

LIST OF PROHIBITED VEHICLES

*(To be provided at the Board Meeting)*



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26 2023  
**AGENDA ITEM #5**

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Approve an Interlocal Agreement with the City of Cedar Park for real time kinematics technology to conduct traffic investigations, construction monitoring and other traffic surveillance services

Strategic Plan Relevance:	Collaboration, Innovation, and Safety
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	\$18,500.00
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** Unmanned aircraft systems, also known as drones, are exploding in popularity due to their ability to enhance safety, save time, and reduce costs. Many toll agencies like CTRMA are using drones to investigate and reconstruct accidents. This allows law enforcement to open the roadways more quickly. Once specific use case is accident investigation and reconstruction. Drone technology is an emerging tool proven to reduce accident investigation road closure times. The drone services initiative is part of the Authority's innovation program and efforts to reduce time lost to traffic disruptions due to incidents. The initiative also aligns with CAMPO's Open Road Policy and Regional Incident Management Study.

Real-time kinematics (RTK) technology are cost-effective accident investigation tools. RTK is a GPS correction technology technique that provides real-time corrections to location data when the survey drone is capturing photos of a site. The high accuracy and near real-time mapping using RTK technology improves the speed of accident investigation and reduces the risk to investigating officers.

**Action requested:** Through the proposed Interlocal Agreement, the City of Cedar Park will utilize drone and RTK technology to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows on 183A Toll, and to provide the Mobility Authority real time information affecting traffic flows and aerial

video records. In particular, the Cedar Park Police Department shall:

- Conduct corridor drone flights as directed by Mobility Authority staff/consultants to monitor traffic conditions and provide video records of 183A Toll and adjacent construction progress on a quarterly basis. Additional drone flights shall be performed from time to time at the request of the Mobility Authority.
- Provide quarterly reports to the Mobility Authority's Manager of Traffic & Incident Management documenting all use of the RTK equipment including date, time and purpose.

The cost of the proposed services is \$18,500, payable within thirty (30) days of the ILA's full execution. The term is 60 months and provides recourse for early termination (Section 4. Term & Termination).

**Previous Actions:** The CTRMA Board approved a similar resolution and Agreement with the City of Leander on April 28, 2021. The \$18,500 amount and 5-year term are mirrored in the City of Leander Agreement. Sgt. Ryan Doyle of the Leander Police Department provided the following feedback regarding the benefits experienced with the Leander PD drone and RTK system for crash investigations.

- Consistently cuts down the total time of crash investigations by ~50%. Two recent fatality crashes were worked and then investigated in 6-8 hours vs 12-18 hours using prior equipment (total station).
- Reduces the need for officers to be physically on the road while investigating resulting in a safer scene.
- Provides an efficient way to investigate reducing officer workload.
- Reduces road closure time (in some cases they used to close on two separate days).

In addition, drones have been used for patrolling during festivals and large events, searching for wanted/missing persons, and during dangerous calls.

**Financing:** FY 2023 Operating Budget

**Staff Recommendation:** Staff recommends approving the ILA with the City of Cedar Park for accident investigations and toll system maintenance utilizing unmanned aircraft systems.

**Backup provided:**

Draft Resolution

Interlocal Agreement – City of Cedar Park & CTRMA



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**TO:** James Bass, Executive Director, Central Texas Regional Mobility Authority  
**FROM:** Tracie Brown, Director of Operations, Central Texas Regional Mobility Authority  
**DATE:** March 7, 2023  
**SUBJECT:** Drone Use for Accident Investigation and City of Cedar Park Interlocal Agreement

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Unmanned aircraft systems, also known as drones, are exploding in popularity due to their ability to enhanced safety, save time, and reduce costs. Once specific use case is accident investigation and reconstruction. History has shown that there are three areas that delay us in getting roadways open quicker after a serious or fatal collision – retrieving the injured; processing the scene; and removing the vehicles and cleaning up the debris from the roadway.

After a motor vehicle accident occurs, particularly one resulting in severe injuries or death, it will usually be investigated and sometimes be reconstructed. The police will investigate an accident with the intention of determining if any criminal action took place in the accident. Some of the things the police look for are speeding, hours-of-service violations, mechanical violations, alcohol use, drug use, etc. An accident investigation can consist of many aspects. However, the investigation usually starts with an inspection of the accident site.

At the site, measurements are taken of evidence left by the vehicles such as point of impact, final resting positions, skid marks, scrub marks, and gouge marks. These measurements are usually taken using electronic surveying equipment. With this equipment, a computer-generated scale diagram can be produced and may be used to reconstruct the accident. With the accident investigation complete, an accident reconstruction can be performed. Reconstruction is the process of using physics to determine the speeds of the vehicles, and/or their relative positions at different times during the accident sequence. Information such as pre- and post-impact direction of travel, length of pre-impact skid marks, post-impact distances moved, friction values for the various surfaces the vehicles traveled over, point of impact, impact angles, and weights of the vehicles are all used as inputs into the equations used to reconstruct an accident.

These investigations often require law enforcement to close Authority operated toll roads or, in the case of accidents on adjacent frontage roads, divert traffic onto tolled facilities. Both actions come at considerable cost to the Authority in the form of reduced revenues. The use of photogrammetry equipment and potentially new state-of-the-art technology could reduce delay caused by investigations

of fatal crashes. Regional partners such as the Austin Police Department also use drones to assist in crash investigations, with an anticipated resulting decrease in investigation time from 3-5 hours to 2 hours, about 50% reduction on average.

In April of 2021 the Mobility Authority's Board of Directors approved the execution of an Interlocal Agreement with the City of Leander for the purchase of a drone and real-time kinesis (RTK) system technology. This technology has been used numerous since then. Sgt. Doyle at the Leander Police Department provided the following feedback regarding the benefits of their drone and RTK system for crash investigations.

- Consistently cuts down the total time of crash investigations by ~50%. Two recent fatality crashes were worked and then investigated in 6-8 hours versus the 12-18 hours it would have taken using the prior method and technology.
- Reduces the need for officers to be physically on the road while investigating resulting in a safer scene.
- Provides an efficient way to investigate reducing officer workload.
- Reduces road closure time (in some cases they used to close on two separate days).
- Drones have been used for patrolling during festivals and large events, searching for wanted/missing persons, and during dangerous calls.

Through the proposed Interlocal Agreement, the City of Cedar Park will provide drone technology monitoring, investigation, and reporting services. These services are anticipated to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows and toll revenues on the portions of the 183A Toll that fall within the City of Cedar Park's jurisdiction. I highly encourage the approval of this ILA which has been proven to benefit the traveling public as well as the Mobility Authority.

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

**RESOLUTION NO. 23-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK FOR REAL  
TIME KINEMATICS TECHNOLOGY TO CONDUCT TRAFFIC INVESTIGATIONS,  
CONSTRUCTION MONITORING AND OTHER TRAFFIC SURVEILLANCE SERVICES**

WHEREAS, vehicle accident investigations and reconstructions often require law enforcement to close Mobility Authority operated toll roads or divert traffic directly onto Mobility Authority facilities from adjacent frontage roads when on which accidents occur; and

WHEREAS, closures to Mobility Authority facilities due to vehicle accident investigations and reconstructions negatively affect the mobility of the traveling public and impact toll revenues; and

WHEREAS, Mobility Authority staff and the City of Cedar Park have determined that drone and real time kinematics (RTK) technology are cost-effective accident investigation tools, and that the high accuracy and near real-time mapping provided by RTK technology will improve the speed of accident investigations and reduce the risk to investigating offices; and

WHEREAS, to reduce the impact of extended closures times and impact to revenue, the Mobility Authority desires the use of RTK technology for accident investigations and maintenance inspections on the 183A Toll; and

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

WHEREAS, the Executive Director and the City of Cedar Park have negotiated a proposed interlocal agreement for RTK technology for the 183A Toll which is attached hereto as Exhibit A.

WHEREAS, the Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with the City of Cedar Park for RTK technology for the 183A Toll in an amount not to exceed \$18,500 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute an interlocal agreement with the City of Cedar Park for real time kinematics technology for the 183A Toll in an amount not to exceed \$18,500 and in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of April 2023.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**



RESOLUTION NO. R060.23.01.12.F5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY FOR DRONE AND RTK TECHNOLOGY OPERATIONS BY THE CEDAR PARK POLICE DEPARTMENT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Interlocal Cooperation Act (the "Act"), Texas Government Code Chapter 791, authorizes local governments to contract with one another for the performance of governmental functions and services, including services related to police protection and streets and roads; and

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) is a political subdivision of the State of Texas formed pursuant to Chapter 370 of the Texas Transportation Code; and

WHEREAS, the City of Cedar Park and CTRMA are local governments, as defined by the Act; and

WHEREAS, the City and CTRMA desire to enter into an interlocal agreement (the "ILA") for operation of drone and RTK technology by the Cedar Park Police Department in connection with serious accident investigations and general traffic operations reporting on portions of the 183A Toll Road within the City limits; and

WHEREAS, in consideration of the services to be provided by the Police Department, CTRMA agrees to pay \$18,500 to the City; and

WHEREAS, City Council finds it is in the interest of the public health, safety, and welfare to enter into the ILA with CTRMA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed to negotiate and execute an Interlocal Agreement with the Central Texas Regional Mobility Authority (CTRMA) for drone and RTK technology operations by the Cedar Park Police Department, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.


PASSED AND APPROVED this the 12<sup>th</sup> day of January, 2023.

CITY OF CEDAR PARK, TEXAS

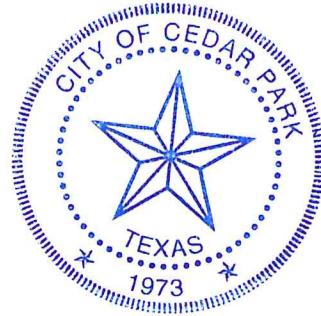
ATTEST:



LeAnn M. Quinn, TRMC  
City Secretary

  
James Penniman-Morin, Mayor

APPROVED AS TO FORM  
AND CONTENT:

  
J.P. LeCompte, City Attorney

RESOLUTION NO. R060.23.01.12.F5

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is effective as of \_\_\_\_\_, 2023, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and the CITY OF CEDAR PARK (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

### WITNESSETH:

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

**WHEREAS**, the City is a home rule city and municipal corporation; and

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

**WHEREAS**, Section 370.033(a)(5)&(6) of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, Section 370.033(a)(15) of the RMA Act provides that a regional mobility authority may do all things necessary or appropriate to carry out the powers and duties expressly granted or imposed by the RMA Act; and

**WHEREAS**, the Mobility Authority operates a portion of the 183A Toll within and around the corporate limits of the City; and

**WHEREAS**, serious vehicle crashes and other types of incidents on 183A Toll can require City law enforcement to restrict access or completely close sections of the toll road for extended periods of time to conduct required investigative activities; and

**WHEREAS**, the Mobility Authority and the City have determined that drone and real time kinematics (RTK) technology are cost-effective accident investigation tools. RTK is a GPS correction technology technique that provides real-time corrections to location data when the survey drone is capturing photos of a site. The high accuracy and near real-time mapping using RTK technology will improve the speed of accident investigation and reduce the risk to investigating officers; and

**WHEREAS**, reopening 183A Toll in a more expedited manner reduces the inconvenience to the travelling public, reduces the strain on City law enforcement resources and provides ancillary benefits to the Mobility Authority; and

**WHEREAS**, the Mobility Authority could benefit from the use of drone and RTK technology from time to time to monitor and document traffic operations on existing sections of 183A Toll in the City; and

Interlocal Agreement  
City of Cedar Park and Central Texas Regional Mobility

**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority and the City to enter into this agreement to provide RTK technology and reporting services to conduct traffic investigations, construction monitoring and other traffic surveillance services on 183A Toll, generally from Brushy Creek Loop to North of Scottsdale Drive.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution, order, or other action by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

**2. Purchase of RTK Technology.** The Mobility Authority agrees to provide up to \$18,500 in funds towards the City's purchase of RTK technology to be used by the Cedar Park Police Department but, in no event shall the Mobility Authority's payment exceed the actual cost of the RTK technology documented by vendor invoice(s).

**3. Use of Drone and RTK Technology for Monitoring, Investigation and Reporting.** The City shall utilize drone and RTK technology to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows on 183A Toll, and to provide the Mobility Authority real time information affecting traffic flows and aerial video records. In particular, the Cedar Park Police Department shall:

- a.** Conduct corridor drone flights as directed by Mobility Authority staff/consultants to monitor traffic conditions and provide video records of 183A Toll and adjacent construction progress on a quarterly basis. Additional drone flights shall be performed from time to time at the request of the Mobility Authority. The City will make a reasonable effort to provide the City staff resources necessary to fulfill such requests.
- b.** Provide quarterly reports to the Mobility Authority's Manager of Traffic & Incident Management documenting all use of the RTK equipment including date, time and purpose. The reports should include information regarding the benefits the RTK system provided to the City and/or the Mobility Authority. Reports shall be submitted within 15 days of the end of the preceding calendar quarter (ie. April 15, July 15, October 15, January 15).

**4. Term and Termination.** The term of this Agreement shall be for 60 months from the date it is fully executed. If this Agreement is terminated by the City in advance of the full term for a reason other than breach of this Agreement by the Mobility Authority, the City shall reimburse the Mobility Authority as follows:

- a.** 0 to 12 months, \$12,000.00
- b.** 13 to 24 months, \$8,000.00
- c.** 25 to 36 months, \$4,000.00

Interlocal Agreement  
City of Cedar Park and Central Texas Regional Mobility

d. 37 to 60 months, no reimbursement is required.

**5. Liability.** The City agrees that the Mobility Authority shall not be liable for any claims or losses of any kind arising out of acts or omissions by the City. The Mobility Authority agrees that the City shall not be liable for any claims or losses of any kind arising out of acts or omissions by the Mobility Authority.

**6. Notices.** All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by fax or electronic mail transmission at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: James Bass, Executive Director  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
(512) 966-9784 (facsimile)  
Email address: [jbass@ctrma.org](mailto:jbass@ctrma.org)

WITH COPY TO: Geoff Petrov, General Counsel  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
(512) 996-9784 (facsimile)  
Email address: [gpetrov@ctrma.org](mailto:gpetrov@ctrma.org)

Fabiola Bowers, Traffic & Incident Management Manager  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
(512) 996-9784 (facsimile)  
Email address: [fbowers@ctrma.org](mailto:fbowers@ctrma.org)

CITY: Brenda Eivens, City Manager  
City of Cedar Park  
450 Cypress Creek Road  
Building One  
Cedar Park, TX 78613  
(512) 250-8602 (facsimile)  
Email address: [brenda.eivens@cedarparktexas.gov](mailto:brenda.eivens@cedarparktexas.gov)

WITH A COPY TO: J.P. LeCompte, City Attorney  
City of Cedar Park  
450 Cypress Creek Road

Interlocal Agreement  
City of Cedar Park and Central Texas Regional Mobility  
Building One  
Cedar Park, TX 78613  
(512) 250-8602 (facsimile)  
Email address: [jp.lecompte@cedarparktexas.gov](mailto:jp.lecompte@cedarparktexas.gov)

**7. Calculation of Days.** Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

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

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

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

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

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

**13. Venue.** The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

**14. Assignment.** Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

Interlocal Agreement  
City of Cedar Park and Central Texas Regional Mobility

**15. 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.

**16. 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.

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

**The Parties** are signing this agreement to be effective on the date stated in the introductory paragraph.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
James Bass, Executive Director

**CITY OF CEDAR PARK**

*Brenda Eivens*

By: \_\_\_\_\_  
Brenda Eivens, City Manager

  
LM

  
MH

  
KC



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #6**

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Approve an Interlocal Agreement with  
the Texas Department of  
Transportation for materials  
inspection and testing services for the  
Barton Skyway Ramp Relief Project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	Incremental Cost/Service with a not to exceed \$10,000
Funding Source:	FY23 Operating Budget Capital Budget Funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** As a part of the CTRMA's quality assurance program, a variety of materials inspection and testing are performed on all transportation construction projects. These inspections and tests, performed by an independent provider, verify that the material installed by the contractor conforms to the requirements outlined in the project specifications. With few exceptions, CTRMA is required to utilize Texas Department of Transportation (TxDOT) specifications and materials on its projects. TxDOT maintains a staff of embedded inspectors at material fabrication plants statewide, testing materials for use on their projects and for compliance with TxDOT specifications. CTRMA has maintained an executed Interlocal Agreements (ILA) with TxDOT to utilize the services and efficiency of these experienced, embedded TxDOT inspectors for the independent quality assurance of these off-site fabricated materials for specific projects. For the remaining quality assurance measures required on projects outside of the limited scope of the ILA, CTRMA procures independent Construction Engineering and Inspection (CE&I) services on each jobsite, ensuring comprehensive inspections and quality assurance are provided.

**Previous Actions & Brief History of the Program/Project:** TxDOT has asked that a project specific resolution be passed authorizing the Executive Director to execute an ILA for each project.

**Financing:** FY23 Operating Budget Capital Budget Funds



**Action requested/Staff Recommendation:** Staff recommends that the Board authorize the Executive Director to execute an interlocal agreement with TxDOT for continued support in performing offsite inspection and testing and performing the role of Referee Lab if necessary, on an “as requested” basis for the Barton Skyway Ramp Relief Project in the form or substantially the same form as the attached draft interlocal agreement template. CTRMA will compensate TxDOT for the individual services as they are provided, to a not exceed threshold of \$10,000. The term of the agreement will not exceed the duration of the construction of the project.

**Backup provided:** Draft Resolution  
Draft interlocal agreement template provided by TxDOT

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

**RESOLUTION NO. 23-0XX**

**APPROVE AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF  
TRANSPORTATION FOR MATERIALS INSPECTION AND TESTING SERVICES for  
THE BARTON SKYWAY RAMP RELIEF PROJECT**

WHEREAS, in connection with oversight of the construction of the Barton Skyway Ramp Relief Project (Project), it is important to provide for the independent inspection and testing of materials used on the Project; and

WHEREAS, the Texas Department of Transportation (TxDOT) has the resources and expertise to provide such materials inspection and testing services at a reasonable cost; and

WHEREAS, in order for local entities to obtain materials inspection and testing services, TxDOT requires the approval of a project-specific interlocal agreement through a separate resolution issued by the governing body of the local entity; and

WHEREAS, TxDOT has provided a proposed interlocal agreement for materials inspection and testing services on the Project which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with TxDOT for materials inspection and testing services for the Barton Skyway Ramp Relief Project in an amount not to exceed \$10,000.00 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute an interlocal agreement with TxDOT on behalf of the Mobility Authority for materials inspection and testing services for the Barton Skyway Ramp Relief Project in an amount not to exceed \$10,000.00 and in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of April 2023.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

---

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

**Exhibit A**

THE STATE OF TEXAS §  
 THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

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

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

**II. PURPOSE:** Perform independent assurance, and material inspection and testing services.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT 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 \$10,000.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on June 30, 2024 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 or ordinance, dated February 29, 2012, has authorized the Local Government to obtain the services described in **Attachment A**.

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 and **Attachment E**, Location Map Showing Project.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
 James M. Bass  
 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**

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Independent assurance testing and sampling services.
- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

### TERMS AND CONDITIONS

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

### INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to cancel, prioritize, or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection.
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects.
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

## INDEPENDENT ASSURANCE

The Local Government will provide TxDOT a list of the elements of the Local Government's Independent Assurance Program, including all equipment and personnel requiring evaluation and verification. The types of products and the extent of the sampling and testing procedures will be agreed upon prior to commencement of any evaluation or verification by TxDOT. The level of evaluation, verification and documentation furnished for the Local Government will be as required for similar TxDOT projects. The Local Government will compensate TxDOT for all direct costs of salaries and related expenses incurred by TxDOT in providing independent assurance services.

## WORK REQUESTS

### **Fabrication Inspection**

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.),
- Work description,
- Type and estimated quantity of material(s) to be inspected,
- Fabricator information (Name, contact person, phone number, physical location),
- Name, title, signature, and telephone number of the Local Government's authorized representative,
- Specification Item or Special Specification to be used for inspection,
- List of the Local Government's amendments to Specification Item,
- Local Governments Special Specifications, and
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to [MTD\\_Structuralcorrespondence@txdot.gov](mailto:MTD_Structuralcorrespondence@txdot.gov) and include "Work Request" in the subject line.

### **Independent Assurance**

A minimum of two (2) weeks prior to TxDOT providing independent assurance, the Local Government will submit Work Requests to TxDOT. Submit one Work Request and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- List of equipment or personnel requiring evaluation and verification
- Desired date of completion or comparison
- Name, title, signature, and telephone number of the Local Government's authorized representative.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests to Gisel Carrasco and include "Work Request" in the subject line.

## TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

## **ATTACHMENT B**

### **Budget**

#### **Texas Department of Transportation Inspection & Testing Rates**

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TxDOT will only perform the independent assurance, inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

[http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection\\_testing.pdf](http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection_testing.pdf)

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation  
P. O. Box 149001  
Austin, Texas 78714-9001

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Amendments**

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

#### **Article 2. 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 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

#### **Article 5. 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.

#### **Article 6. 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 7. 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 8. 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.

#### **Article 9. State Auditor's Provision**

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 10. Signatory Warranty**

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



**Article 11. 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:

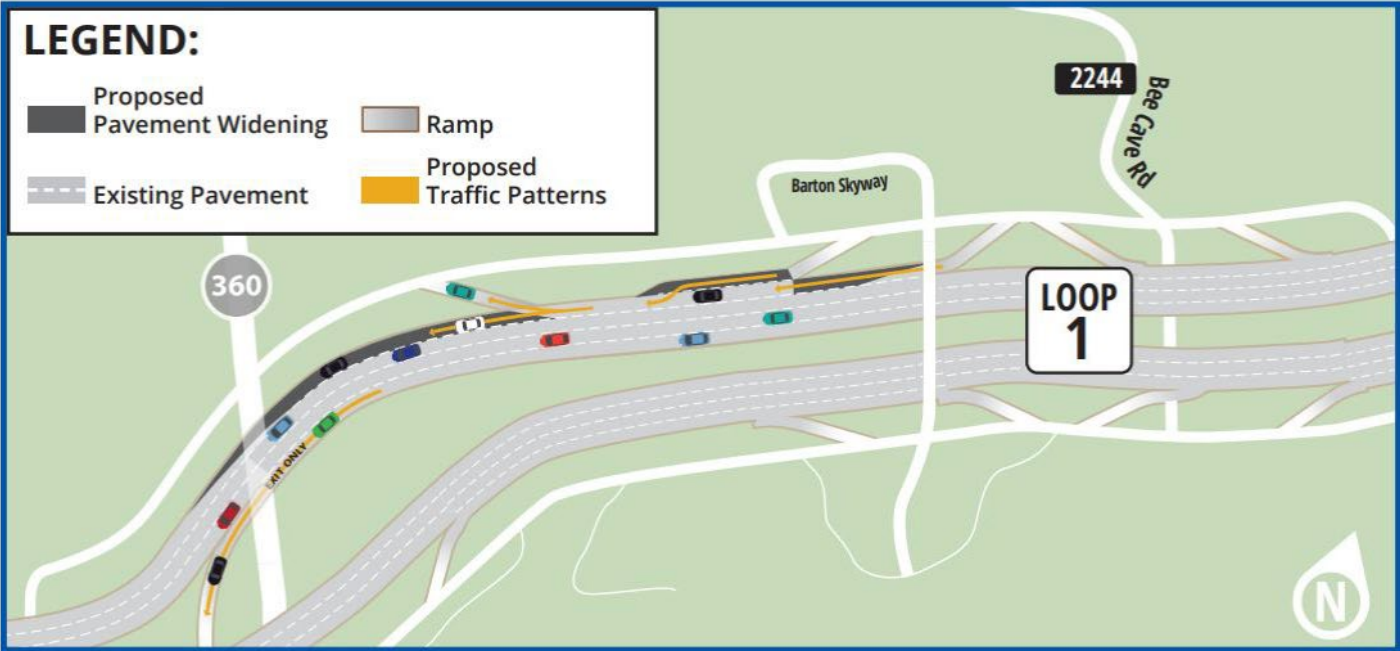
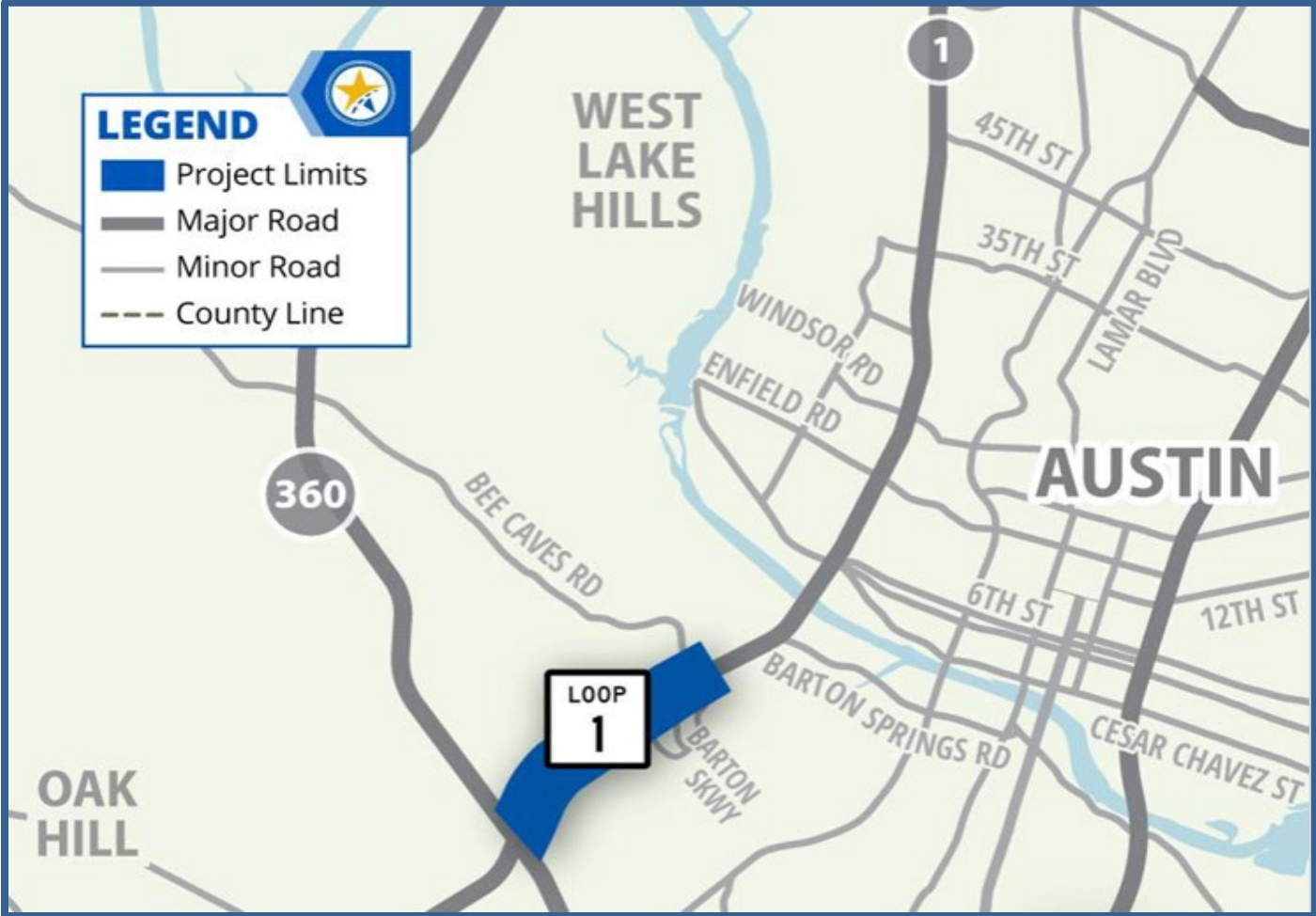
<b>Local Government:</b>	Central Texas Regional Mobility Authority Attention: Assistance Director of Engineering – Maintenance 3300 North IH-35, Suite 300 Austin, TX 78705-1849
<b>TxDOT:</b>	Texas Department of Transportation Attn: Director, Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 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.

**ATTACHMENT D**  
**Resolution or Ordinance**

# ATTACHMENT E

## Location Maps Showing Project





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #7**

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Approve a contract with Nortex Concrete Lift and Stabilization, Inc. for concrete slab lifting and stabilization services on the 290E corridor

Strategic Plan Relevance: Safety  
Department: Engineering  
Contact: Mike Sexton, P.E., Acting Director of Engineering  
Associated Costs: \$268,571  
Funding Source: FY23 Operating Budget Capital Budget Funds  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** In accordance with the Master Trust Indenture, each year the Mobility Authority inspects the System of operating projects funded with System obligations. The Annual Report of Conditions issued each spring sets forth findings as to the condition of the facilities, as well as recommendations of proper operations and maintenance of the facilities. In the 2022 report of conditions, there was a recommendation to continue to monitor and address ride quality issues identified along the 290E corridor, the 6-mile toll road along US 290 from US 183 to SH 130 in east Austin.

Pursuant to Article 15 of the Mobility Authority Policy Code and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the Mobility Authority participates in the cooperative purchasing program established by State Comptroller's Office.

Nortex Concrete Lift and Stabilization, Inc, being the only provider through the TXMAS program in Texas SmartBuy who performs the required services, is the lowest best value provider for the services sought by this action.

**Previous Actions & Brief History of the Program/Project:** The Central Texas Regional Mobility Authority approved the Fiscal Year 2023 Operating Budget on June 29, 2022. The approved FY23 maintenance budget had identified funds for addressing ride

quality issues on the 290E corridor.

**Financing:** FY23 Operating Budget Capital Budget Funds

**Action requested/Staff Recommendation:** Staff recommends approving a contract with Nortex Concrete Lift and Stabilization, Inc in an amount not to exceed \$268,571 through the Texas Multiple Award Schedule (TXMAS) system administered by the State Comptroller's Office.

**Backup provided:** Draft Resolution  
Draft contract

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

**RESOLUTION NO. 23-0XX**

**APPROVE A CONTRACT WITH NORTEX CONCRETE LIFT AND STABILIZATION, INC.  
FOR CONCRETE SLAB LIFTING AND STABILIZATION ON THE MANOR EXPRESSWAY  
(290 TOLL)**

WHEREAS, the Mobility Authority performs regular inspections of its toll facilities to ensure their safety and quality are appropriately maintained for the traveling public; and

WHEREAS, in the course of these inspections the Mobility Authority has observed a degraded ride quality on the Manor Expressway (290 Toll) between US 183 and SH 130; and

WHEREAS, based on these inspections, the Mobility Authority's general engineering consultant recommends the Mobility Authority continue to monitor and address ride quality issues identified along the 290E corridor; and

WHEREAS, Nortex Concrete Stabilization, Inc. participates in the Texas Multiple Award Schedule ("TXMAS") Program administered by the State Comptroller's Office as part of Texas SmartBuy Membership Program (formerly known as the "State of Texas CO-OP Purchasing Program"); and

WHEREAS, in accordance with Article 15 of the Mobility Authority Policy Code, purchases made through a cooperative program such as the Texas SmartBuy Membership Program are deemed to have satisfied Mobility Authority procurement requirements; and

WHEREAS, in order to address the ride quality issues on the Manor Expressway (290 Toll), the Executive Director has negotiated a contract with Nortex Concrete Lift and Stabilization, Inc. which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends entering into the contract for concrete slab lifting and stabilization services with Nortex Concrete Lift and Stabilization, Inc. through the TXMAS Program in an amount not to exceed \$268,571.00.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the contract for slab lifting and stabilization services to address the degraded ride quality issues identified on the Manor Expressway (290 Toll) which is attached hereto as Exhibit A, and authorizes the Executive Director to enter into the contract with Nortex Concrete Stabilization, Inc. in an amount not to exceed \$268,571.00 through the TXMAS Program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of April 2023.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**



201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

Central Texas Regional Mobility Authority  
3300 N. IH 35, Suite 300  
Austin, TX 78705

Attn: John Jones

Subject: Central Texas Regional Mobility Authority with use of contract number TXMAS-22-74501 for concrete pavement lifting and stabilization with polyurethane foam injections.

Date: April 19, 2023

This is an Agreement between Nortex Concrete Lift & Stabilization, Inc., and the Central Texas Regional Mobility Authority, for concrete pavement lifting and stabilization services with polyurethane foam injections to properly repair dips, heaves, and bridge approach slabs on the 290 Toll main lanes from US 183 to SH 130 at specific locations described in the documentation.

Enclosed you will find the following documents:

1. Scope of work to be performed at specified locations including 2 year warranty
2. Award Letter from Texas Comptroller of Public Accounts for Contract TXMAS-22-74501
3. TXMAS-22-74501 price list for all associated services under the contract
4. Quote with price list for repairs on expressway main lanes under contract TXMAS-22-74501
5. Incidental price list for lane closure fees, message boards, and off duty officers
6. TXDOT special spec 3025 for "raising and undersealing concrete slabs with foam systems"
7. Nortex Material spec sheet which complies with all requirements of TXDOT ss3025
8. Nortex Concrete Lift Certificates of Insurance
9. Form 1295

Compensation to be paid based on actual pounds of polyurethane foam material pumped at each location as specified in the contract documents. Once approved and executed, the purchase order for polyurethane injections repairs must be issued in the Texas SmartBuy online purchasing portal to receive the specified contract pricing.

Nortex requests the Executive Director's signature to execute this agreement in the signature area below.

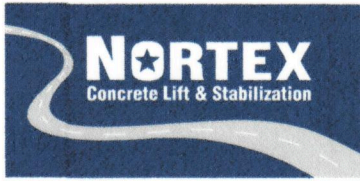
 4/19/23  
 Signature Date

\_\_\_\_\_  
 Signature Date

Casey DeRosa  
General Manager  
Nortex Concrete Lift & Stabilization, Inc.

James M. Bass  
Executive Director  
Central Texas Regional Mobility Authority





201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

## **RAISING & UNDERSEALING CONCRETE PAVEMENT SCOPE OF WORK AND QUALITY CONTROL PLAN**

Nortex Concrete Lift & Stabilization, Inc. is committed to maintaining an effective Quality Control Plan that reinforces our commitment to deliver a consistent high-quality product and service to our customers.

This plan addresses the following:

- Equipment**
- Work Site Preparations**
- Construction Methods**
- Monitoring Procedures**
- Clean Up Procedures**
- Spill Clean Up Procedures**
- Material Information**
- Warranty Information**

**Equipment:** A listing of lifting and undersealing equipment, this list is a minimum and shall not preclude the use of additional equipment.

- A. Pneumatic drills and electric drills capable of drilling 5/8-inch diameter holes.
- B. Truck mounted pumping units (Gusmer H20/35 Hydraulic Proportioner Pumps) capable of injecting high-density polyurethane foam between the concrete pavement and the sub-base, and capable of controlling the rate of rise of the pavement.

C. Hilti Self Leveling Laser Level unit and lifting gages to ensure that pavement is lifted to an even plane.

**Work Site Preparations:** Shall be specified per contract documents and/or general accepted practices and procedures.

- A. The contractor shall review a profile of the pavement and footing provided by the owner to determine where the slab and footing need to be raised or void filled.

**Construction Methods:**

- A. **Drilling:** A series of 5/8" holes shall be drilled at four to six foot intervals through the concrete pavement. The contractor will determine the exact location and spacing of holes based on site conditions and scope of work.
- B. **Injecting:** The injector on the discharge guns shall make a tight seal in the injection hole. The polyurethane foam is two-component mixtures that meet at the discharge gun and is injected beneath the concrete pavement with approximately 1000 psi. The polyurethane foam initially remains in liquid form for approximately 15 – 20 seconds, which allows the material to move laterally beneath the concrete filling all voids in the area. The polyurethane foam then begins to set up and expand into its solid form exerting the necessary lifting force.

**Monitoring Procedures:**

- A. **Controlling rise:** The amount of rise shall be controlled using the pumping unit, by regulating the rate of injection of material. Lifting gages and Laser shall be used to monitor the rise and ensure pavement is lifted to an even plane. Mix Ratio's on Gages must be monitored periodically to ensure proper mixture of material being pumped along with monitoring of heat to keep foam somewhere in the vicinity of 80 to 140 degrees Fahrenheit (depending on outside air temperature).
- B. Drain inlets, asphalt shoulders, MSE walls, etc...will be monitored frequently to ensure material below ground has not traveled to an area it is not intended to go.
- C. Supervisor shall be on site during entire operation and be fully trained in mechanical operation of equipment. Supervisor shall be responsible for safety of his crew at all times and responsible for monitoring lifting procedures.

**Clean Up Procedures:**

- A. All excess polyurethane material will be removed from the job site.
- B. All injections holes will be re-drilled to a depth of 2-3" and then non shrink cementitious grout will be poured into the open hole and struck flush with pavement surface.
- C. Entire work area will be cleaned and cleared to properly restore the operation lane.

**Spill Clean Up Procedures:**

- A. Entire area of spill to be covered and dispersed evenly with absorbent material kept on hand.
- B. After setting phase absorbent material is cleaned up and disposed of in thick trash bags and tied off for proper disposal.
- C. Process can be repeated until spill is sufficiently cleaned.

**Material Information:**

- A. All material used is certified for compliance with all state, and local authorities pertaining to the contract documents or special provisions. TXDOT ss3025 is provided along with NCFI Polyurethanes 24-003 material technical data sheet.

**Warranty Information:**

- A. All locations repaired under this contract stand by an industry standard two-year warranty that if a slab settles more than ½" in that period then it will be repaired free of charge. Traffic control and other incidental services would not be covered under the warranty.



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

**NOTICE OF AWARD**

Nortex Concrete Lift & Stabilization, Inc.  
 Attn: Casey DeRosa  
 201 NW 26th St.  
 Fort Worth, TX 76164-7110

Re: Contract No. & Description: TXMAS-22-74501 Road and Highway Building  
 Materials, Asphaltic  
 Term of Contract: Date of Deputy Comptroller's signature on this Notice of  
 Award through December 20, 2022

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of Nortex Concrete Lift & Stabilization, Inc. (Contractor) and hereby awards Contractor a TXMAS contract (Contract). Contractor's awarded services will be processed through our Statewide Contract Management office (SCM) and will be available for purchase on the Texas SmartBuy online ordering system.

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions CPA Addendum 1. The attached final catalog consists of services and pricing submitted and agreed upon by CPA and Contractor. The final catalog may exclude any services that CPA has decided not to award. Any excluded services are not permitted to be sold under the Contract and may not be added at any time during the life of the Contract.

To the extent there are conflicts between the Base Contract (between Oklahoma Office of Management & Enterprise Services (OMES) and Contractor, dated 11/18/2021) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control, including the following stipulations:

1. TXMAS Terms and Conditions Section 20 Force Majeure controls over the Base Contract Terms and Conditions 23 Force Majeure.
2. TXMAS Terms and Conditions Section 28 Indemnification controls over the Base Contract Terms and Conditions 16. Indemnification.
3. TXMAS Terms and Conditions Section 40 Limitation of Liability controls over the Base Contract Terms and Conditions 16.5 Limitation of Liability.
4. TXMAS Terms and Conditions Section 43 Severability controls over the Base Contract Terms and Conditions 26.10 Severability.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. Prior to mass advertising, a draft must be submitted to the TXMAS program for approval. Please complete the attached ECSM Submission Checklist and submit it with the draft advertisement to: [txmas@cpa.texas.gov](mailto:txmas@cpa.texas.gov)

Contractor shall be responsible for the fulfillment of any Purchase Order issued through Texas SmartBuy pursuant to the terms and conditions of the Contract. Contractor shall not ship any products or provide services until receipt of a Purchase Order issued through Texas SmartBuy.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

Texas Comptroller of Public Accounts

DocuSigned by:  
  
 Lisa Craven

Deputy Comptroller

Date: 5/26/2022 | 9:02 AM CDT



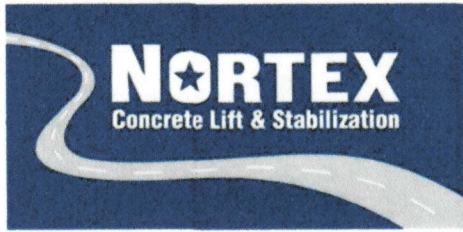
Contract: TXMAS-22-74501  
 Description: Road and Highway Building Materials  
 Contract Dates: 05/26/2022 to 12/20/2023  
 Renewal Options: (2) remaining one-year terms



Contractor:  
 Nortex Concrete Lift & Stabilization, Inc.  
 201 NW 26<sup>th</sup> St.  
 Fort Worth, TX 76164  
 VID: 12002919921

### TXMAS-22-74501 – Slab Jacking Price List

Item Number	Description/Measurement	Unit	Price per Unit
	<b>Concrete Pavement Lifting and Stabilization</b>		
1000003294	Polyurethane Injections (200 LBS - 1,000 LBS)	LB	\$4.81
1000002795	Polyurethane Injections (1,001LBS – 5,000 LBS)	LB	\$4.60
1000003269	Polyurethane Injections (5,001 LBS – 10,000 LBS)	LB	\$4.45
1000003346	Polyurethane Injections (10,001 LBS and above)	LB	\$4.30
41114603	Dynamic Cone Penetrometer Testing	Each	\$456.00
	<b>Value Added Section</b>		
VA-1	Concrete Joint Grinding (0 – 1,000 Linear Feet)	LF	\$6.09
VA-2	Concrete Joint Grinding (1,001 & above Linear Feet)	LF	\$4.06
VA-3	Cleaning & Resealing with Joint Sealant	LF	\$25.38
VA-4	Soil Densification (Polyurethane Injections at Depths from 3.0 FT – 10.0 FT)	LB	\$5.06
VA-5	Soil Densification (Polyurethane Injections at Depths 10.1 FT and Above)	LB	\$5.47



**NORTEX CONCRETE LIFT & STABILIZATION**  
 201 NW 26th ST  
 FORT WORTH, TX 76164  
 (817) 831-1240 OFFICE  
 (817) 831-1245 FAX

**REMIT PAYMENT TO:**  
 P.O. BOX 4935  
 FORT WORTH, TX 76164

**QUOTE**

**TO:** Central Texas Regional Mobility Authority (CTRMA)  
 3300 N. IH-35, Suite 300  
 Austin, TX 78705

**ATTN:** John Jones  
 Senior Maintenance Coordinator

**RE:** TXMAS-22-74501 Polyurethane Injection Repairs

**DATE:** April 14, 2023

#	EB/WB SH-290 TOLL	Std. Injection QUANTITY (LBS)	Deep Injection QUANTITY (LBS)
#1	NB 183 to 290 E @ 516.50 - Direct Connect Approach, 50'x36' w/ 2.75" lift	2600	
#2	EB SH-290 @ 588.70 - Large Heave, 120'x70' w/ 3" lift		12000
#3	EB SH-290 @ 589.34 - Springdale overpass Departure, 75'x56' w/ 2" lift		3500
#4	EB SH-290 @ 589.48 - Arterial A off ramp, 50'x18' w/ 2" lift	1800	
#5	EB SH-290 @ 589.92 - Arterial A overpass Approach, 55'x70' w/ 2.25" lift	4000	
#6	EB SH-290 @ 591.95 - Giles on ramp at toll station, Large Heave+Dip, 120'x18' w/ 3.25" lift	3600	
#7	EB SH-290 @ 592.18 - Decker Ln overpass Approach, 55'x70' w/ 3" lift		4500
#8	WB SH-290 @ 593.21 - SH-130 overpass Departure, 55'x70' w/ 1.75" lift		3200
#9	WB SH-290 @ 589.48 - Little Walnut Creek Depature, 55'x70' w/ 3" lift		4500
#10	WB SH-290 @ 589.35 - Springdale overpass Approach, 75'x70' w/ 1.75" lift	2750	1000
#11	WB SH-290 @ 589.30 - Springdale overpass Departure, 75'x70' w/ 1.75" lift	2750	1000
<b>TOTALS:</b>		<b>17500</b>	<b>29700</b>

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1000003346	POLYURETHANE INJECTIONS (10,000 + LBS)	LB	17500	\$4.30	\$75,250.00
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
VA-4	DEEP INJECTIONS WITH HIGH DENSITY POLYURETHANE	LB	29700	\$5.06	\$150,282.00

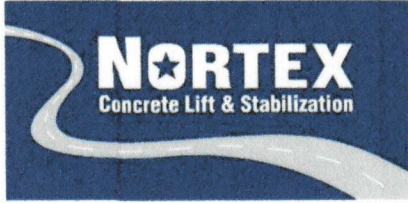
TAX: EXEMPT

<b>TOTAL:</b>	<b>\$225,532.00</b>
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All pricing from Texas Smartbuy Contract TXMAS-22-74501.  
 You will only be charged for LBS pumped.

**JACOB MCDONALD**  
 PROJECT MANAGER  
 jacob.mcdonald@nortexconcretelift.com  
 817-899-7467

www.nortexconcretelift.com



201 NW 26<sup>th</sup> St.  
 Fort Worth, TX 76164  
 (817) 831-1240 office  
 (817) 831-1245 fax

**TXMAS-22-74501 concrete pavement lifting and stabilization  
 with polyurethane injections and value added services**

**Price Sheet Per Location for Traffic Control**

Item Number	Description/Measurement	Unit	Price per Unit	Quantity	Total
Incidental	Message Board	Night	\$50	20	\$1,000
Incidental	Message Board Delivery/Pickup	Each	\$75	8	\$600
Incidental	Off Duty Officer/s	Hour	\$68	108	\$7,344
Location #1	<b>NB 183 to EB 290E DC -dip before app. @ 516.50</b>				
Incidental	Included w/ location #2	Night	n/a	n/a	\$0
Location #2	<b>EB Hwy 290 -large heave @ 588.70</b>				
Incidental	2 DC ramp closures + 2 LLC	Night Night	\$2,200 \$3,055	2 1	\$7455
Location #3	<b>EB Hwy 290 at Springdale Departure @ 589.34</b>				
Incidental	1 RLC w/ ramp closed + 2 LLC	Night Night	\$2,200 \$3,055	2	\$6,110
Location #4	<b>EB Hwy 290 -Arterial A off ramp @ 589.48</b>				
Incidental	Included w/ location #3	Night	n/a	n/a	\$0
Location #5	<b>EB Hwy 290 -Arterial A Departure @ 589.92</b>				
Incidental	Included w/ location #3	Night	n/a	n/a	\$0
Location #6	<b>EB Hwy 290 -Giles On-Ramp @ 591.95</b>				
Incidental	Included w/ location #7	Night	n/a	n/a	\$0

Location #7	<b>EB Hwy 290 -Decker Ln Approach @ 592.18</b>				
Incidental	1 RLC w/ swap to 2 LLC 2 LLC	Night Night	\$2,200 \$3,055	2	\$6,110
Location #8	<b>WB Hwy 290 -SH-130 Departure @ 593.21</b>				
Incidental	2 LLC w/ swap to 1 RLC 1 RLC	Night Night	\$3,055 \$2,200	1 1	\$5,255
Location #9	<b>WB Hwy 290 -Little Walnut Crk Dep. @ 589.48</b>				
Incidental	1 RLC w/ ramp closed + 2 LLC	Night Night	\$2,200 \$3,055	3	\$9,165
Location #10	<b>WB Hwy 290 -Springdale Approach @ 589.35</b>				
Incidental	Included w/ location #9	Night	n/a	n/a	\$0
Location #11	<b>WB Hwy 290 -Springdale Departure @ 589.30</b>				
Incidental	Included w/ location #9	Night	n/a	n/a	\$0
<b>Total Purchase Price =</b>					<b>\$43,039.00</b>



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## Special Specification 3025

# Raising and Undersealing Concrete Slabs with Foam Systems




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### 1. DESCRIPTION

Raise and underseal concrete slabs at locations shown on the plans and as directed.

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### 2. MATERIAL

Furnish a closed cell hydro-insensitive, high-density polyurethane foam system with a minimum free rise density of 3.0 lb./cu. ft., with a minimum compressive strength of 50 psi. Use epoxy material meeting the requirements of DMS-6100, "Epoxies and Adhesives," Type III, Class C.

---

### 3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. At a minimum, provide the following:

- 3.1. **Drill.** Use a drill capable of drilling holes of the required diameter and depth.
- 3.2. **Pump.** Furnish a pump unit with the appropriate attachments capable of injecting the polyurethane:
- Under the concrete slab at the depth(s) required in the plans.
  - At a controlled flow rate with a digital reading of the cumulative pounds used.
- 3.3. **Level.** Provide control equipment to indicate when the final grade has been achieved and to monitor slab movement.

---

### 4. CONSTRUCTION

- 4.1. **Preparation.** Prepare a profile of each area to determine the extent of the concrete slab that requires adjustment or raising. Ensure that the finished concrete slabs will conform to the grades and cross-section of the slabs as shown in the plans or as directed. Determine the exact locations of the injection holes for each treated area. Obtain approval for the injection hole locations.
- 4.2. **Drilling.** Use drilling operations that do not damage the surrounding concrete. Drill injection holes with diameters less than or equal to 3/4 in. through the concrete as proposed or as directed. When an injection point is through a terminal anchor slab and sleeper slab, provide a tube to insure the polyurethane material does not migrate between the two slabs.
- 4.3. **Injection.** Inject high-density polyurethane formulation directly under the slab. Do not extend the nozzle end below the bottom of the concrete. Cease injection when directed, no improvement is observed, or material extrudes from locations other than slab penetrations. Take precautions to prevent the intrusion of injected material into any drainage facility and other structures. Remove any excessive polyurethane material after the nozzle is removed from the hole. Seal the hole with an approved method and material.
- 4.4. **Grade Control.** Control the final elevations within 1/4 in. of the proposed profile elevations. The Engineer may check the treated area to confirm that the pavement has been aligned properly to facilitate drainage.

- 4.5. **Repairs.** As directed, repair any pavement slab or bridge approach/departure slab that has cracked or did not achieve required grades as a result of the Contractor's operation at no additional cost to the Department.

Fill injection holes with epoxy or approved concrete patching materials.

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**5. SET TIME**

Formulate the high-density polyurethane to set and obtain 90% of its compressive strength within 15 min. after injection. Attain the manufacturer's recommended compressive strength unless otherwise shown on the plans.

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**6. MEASUREMENT**

This Item will be measured by the pound of high-density polyurethane injected and accepted.

---

**7. PAYMENT**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Raising and Undersealing Concrete Slab." This price is full compensation for furnishing and injecting polyurethane material, concrete repairs, labor, materials, tools, and incidentals.

### TERRATHANE™ Polyurethanes

TerraThane™ Polyurethanes by NCFI are uniquely formulated for a variety of geotechnical applications. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

### About 24-003

TerraThane™ 24-003 is a hydrophobic/hydro-insensitive, MDI-based polymer formula that is specially designed for exceptional flow or spread under concrete structures when water is present. The 24-003 flowability ensures voidfill and support before lifting. 24-003 is available with an NSF/ANSI 61 Section 5 – 2017 certification.

### 24-003 APPLICATIONS

- Bridge Approaches and Departures
- Highway and Streets
- Airport Runways and Taxiways
- Concrete Slab Lifting
- Joint Matching
- Void Filling
- Deep Soil Injection

### Reaction Curve at 110°

<b>Cream Time</b>	7 seconds
<b>Gel Time</b>	13 Seconds
<b>Tack Free Time</b>	19 seconds



CERTIFIED TO  
NSF/ANSI 61

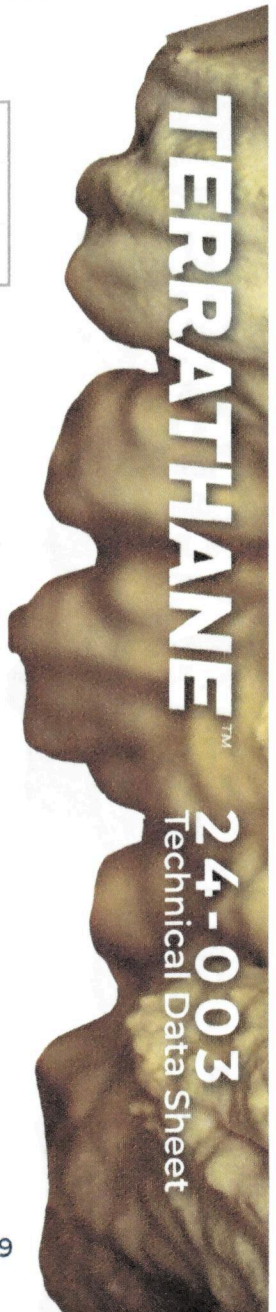
### Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4.0 pcf	5-6 pcf
Compressive Strength	ASTM D1621	68 psi	80-100 psi
Compressive Modulus	ASTM D1621	1900 psi	2400-3200 psi
Tensile Strength	ASTM D1623	79 psi	100-120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤ 0.04 lbs/ft <sup>2</sup>	≤ 0.04 lbs/ft <sup>2</sup>
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52.0 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	80 psi	387 psi
Flexural Modulus	ASTM D790	1625 psi	13502 psi

TerraThane Geotechnical Division • NCFI Polyurethanes

Div. of Barnhardt Manufacturing Co. • P.O. Box 1528 • Mounty Airy, NC 27030 • 800-346-8229

WWW.TERRATHANE.COM





NTXCOMM01C

LMENDOZA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURICA TX Insurance Services, Inc. 700 Highlander Boulevard, Suite 340 Arlington, TX 76015	<b>CONTACT NAME:</b> Liliana Mendoza <b>PHONE (A/C, No, Ext):</b> (817) 471-1814 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Liliana.Mendoza@INSURICA.com														
<b>INSURED</b>  NORTEX Concrete Lift and Stabilization, Inc. 201 NW 26th St. Fort Worth, TX 76164	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Knight Specialty Insurance Company</td> <td style="text-align: center;">15366</td> </tr> <tr> <td>INSURER B : Merchants National Insurance Company</td> <td style="text-align: center;">12775</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D : Certain Underwriters at Lloyd's, London</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>INSURER E : Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Knight Specialty Insurance Company	15366	INSURER B : Merchants National Insurance Company	12775	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : Certain Underwriters at Lloyd's, London	NA	INSURER E : Ohio Casualty Insurance Company	24074	INSURER F :	
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			OMKS00159-00	11/9/2022	11/9/2023	EACH OCCURRENCE      \$      1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)      \$      100,000
							MED EXP (Any one person)      \$      10,000
							PERSONAL & ADV INJURY      \$      1,000,000
							GENERAL AGGREGATE      \$      2,000,000
							PRODUCTS - COMP/OP AGG      \$      2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)      \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)      \$
							BODILY INJURY (Per accident)      \$
							PROPERTY DAMAGE (Per accident)      \$
<b>B</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EXL0003316	11/9/2022	11/9/2023	EACH OCCURRENCE      \$      5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE      \$      5,000,000
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>Y</b>	N/A	0002041319	12/9/2022	12/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$      1,000,000 E.L. DISEASE - EA EMPLOYEE      \$      1,000,000 E.L. DISEASE - POLICY LIMIT      \$      1,000,000
<b>D</b>	<b>Poli-Agg Limit \$2MM</b>			CSIEL00162-00	11/9/2022	11/9/2023	<b>Each Claim:</b> 1,000,000
<b>E</b>	<b>Inland Marine</b>			BMO65543060	11/21/2022	11/21/2023	<b>Leased/Rented</b> 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Central Texas Regional Mobility Authority (CTRMA), TxDOT and other parties are additional insured on a Primary/Non-Contributory basis for General Liability policy.  
 Waiver of Subrogation in favor of: Central Texas Regional Mobility Authority (CTRMA), TxDOT and other parties for the General Liability and Workers Compensation.

<b>CERTIFICATE HOLDER</b>  CTRMA Central Texas Regional Mobility Authority 3300 N IH-35, Suite Austin, TX 78705	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/17/2023

**PRODUCER**  
HALEY CARTER STATE FARM  
328 W MAIN ST., STE 1  
AZLE, TX 76020

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



**INSURED**  
NORTEX CONCRETE LIFT & STABILIZATION, INC.  
201 NW 26<sup>TH</sup> ST  
FORT WORTH, TX 76164

### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/POP AGG	\$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	96 0737-A01-43	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
CTRMA and TXDOT are listed as additional insured's with waiver of subrogation

### CERTIFICATE HOLDER

CTRMA  
Central Texas Regional Mobility Authority  
3300N IH-35, Suite 300  
Austin, TX 78705

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
JUDY BUTLER, SSA

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1009496

Date Filed:  
04/19/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nortex Concrete Lift & Stabilization, Inc.  
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Central Texas Regional Mobility Authority

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

CTRMA 2023 Nortex 3  
Roadway Repairs - Polyurethane Injections with Soil Densification

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

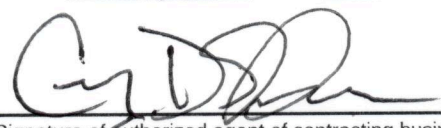
**6 UNSWORN DECLARATION**

My name is Casey DeBose, and my date of birth is 12/26/83.

My address is 201 NW 26<sup>TH</sup> St., Fort Worth, TX, 76164, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 19 day of April, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #8

---

Accept the financial statements for  
March 2023

Strategic Plan Relevance: Stewardship  
Department: Finance  
Contact: José Hernández, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** Presentation and acceptance of the financial statements for March 2023.

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

**Financing:** N/A

**Action requested/Staff Recommendation:** Accept the financial statements for March 2023.

**Backup provided:** Draft Resolution  
Draft financial statements for March 2023

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

**RESOLUTION NO. 23-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR MARCH 2023**

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; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of March 2023 and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for March 2023, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of April 2023.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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



**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

		Budget			
		Amount FY	Actual Year to	Percent of	Actual Prior
		2023	Date	Budget	Year to Date
<b>REVENUE</b>					
<b>Operating Revenue</b>					
Toll Revenue		119,610,800	105,819,728	88.47%	85,223,037
Video Tolls		46,743,300	48,197,942	103.11%	33,717,948
Fee Revenue		13,845,900	9,750,069	70.42%	10,435,561
	<b>Total Operating Revenue</b>	<b>180,200,000</b>	<b>163,767,739</b>	<b>90.88%</b>	<b>129,376,546</b>
<b>Other Revenue</b>					
Interest Income		3,190,301	23,405,727	733.65%	792,936
Grant Revenue		1,359,833	344,737	25.35%	553,991
Misc Revenue		130,000	18,519	14.25%	204,920
Gain/Loss on Sale of Asset		-	-	-	6,568
	<b>Total Other Revenue</b>	<b>4,680,134</b>	<b>23,768,983</b>	<b>507.87%</b>	<b>1,558,414</b>
<b>TOTAL REVENUE</b>		<b>\$184,880,134</b>	<b>\$187,536,722</b>	<b>101.44%</b>	<b>130,934,960</b>
<b>EXPENSES</b>					
<b>Salaries and Benefits</b>					
Salary Expense-Regular		4,621,321	2,731,816	59.11%	2,783,219
Salary Reserve		80,000	-	-	-
TCDRS		1,046,269	725,645	69.36%	560,896
FICA		232,304	126,822	54.59%	138,564
FICA MED		67,009	39,712	59.26%	41,406
Health Insurance Expense		580,271	314,749	54.24%	293,254
Life Insurance Expense		5,972	3,009	50.38%	4,407
Auto Allowance Expense		10,200	7,013	68.75%	7,225
Other Benefits		126,590	68,008	53.72%	116,864
Unemployment Taxes		4,608	(1,765)	-38.30%	4,362
	<b>Total Salaries and Benefits</b>	<b>6,774,544</b>	<b>4,015,009</b>	<b>59.27%</b>	<b>3,950,197</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,500	6,303	66.35%	6,283
Auditing	190,000	138,655	72.98%	100,975
Financial Advisors	108,000	151,200	140.00%	16,200
Human Resources	30,000	49,582	165.27%	14,767
Legal	70,000	24,397	34.85%	3,245
IT Services	350,000	302,963	86.56%	102,053
Internet	150	-	-	-
Software Licenses	557,500	527,611	94.64%	332,584
Cell Phones	24,200	12,319	50.91%	15,001
Local Telephone Service	10,000	71,083	710.83%	66,627
Overnight Delivery Services	250	48	19.24%	57
Copy Machine	15,500	11,448	73.86%	10,176
Repair & Maintenance-General	8,000	-	-	2,273
Meeting Facilities	-	-	-	1,300
Meeting Expense	12,750	7,132	55.94%	730
Toll Tag Expense	3,000	300	10.00%	1,920
Parking / Local Ride Share	2,800	510	18.20%	17
Mileage Reimbursement	3,950	710	17.98%	164
Insurance Expense	651,250	422,712	64.91%	410,290
Rent Expense	731,203	460,077	62.92%	477,591
Building Parking	3,500	1,212	34.62%	957
Legal Services	443,000	180,306	40.70%	208,536
<b>Total Administrative and Office Expenses</b>	<b>3,224,553</b>	<b>2,368,566</b>	<b>73.45%</b>	<b>1,771,745</b>
<b>Office Supplies</b>				
Books & Publications	3,250	2,006	61.74%	2,720
Office Supplies	7,750	1,852	23.90%	1,235
Misc Office Equipment	4,500	9,370	208.21%	732
Computer Supplies	221,950	200,787	90.46%	37,766
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	1,142	36.84%	171
Postage Expense	550	366	66.60%	464
<b>Total Office Supplies</b>	<b>246,100</b>	<b>215,523</b>	<b>87.58%</b>	<b>43,089</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	37,388	33.53%	43,692
Research Services	140,000	-	-	10,109
Communications and Marketing	400,000	19,788	4.95%	15,327
Advertising Expense	500,000	221,890	44.38%	151,539
Direct Mail	65,000	-	-	-
Video Production	82,500	29,097	35.27%	8,820
Photography	25,000	12,160	48.64%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	1,200	48.00%	-
Promotional Items	520,000	12,682	2.44%	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	(30)	-0.20%	12,790
<b>Total Communications and Public Relations</b>	<b>2,014,000</b>	<b>334,175</b>	<b>16.59%</b>	<b>243,255</b>
<b>Employee Development</b>				
Subscriptions	50,700	1,653	3.26%	123
Agency Memberships	78,550	46,314	58.96%	37,025
Continuing Education	4,800	1,049	21.85%	1,354
Professional Development	19,150	4,672	24.40%	240
Other Licenses	1,900	577	30.36%	554
Seminars and Conferences	118,500	46,473	39.22%	7,318
Travel	93,500	12,952	13.85%	11,417
<b>Total Employee Development</b>	<b>367,100</b>	<b>113,690</b>	<b>30.97%</b>	<b>58,030</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	60,000	56,500	94.17%	53,538
Bank Fee Expense	3,240	1,198	36.99%	2,598
Continuing Disclosure	7,000	11,525	164.64%	6,184
Arbitrage Rebate Calculation	15,000	16,300	108.67%	13,967
Rating Agency Expense	50,000	43,000	86.00%	12,000
<b>Total Financing and Banking Fees</b>	<b>135,240</b>	<b>128,523</b>	<b>95.03%</b>	<b>88,287</b>
<b>Total Administrative</b>	<b>5,986,993</b>	<b>3,160,478</b>	<b>52.79%</b>	<b>2,204,406</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	763,997	452,217	59.19%	377,947
GEC-Financial Planning Support	275,000	201,945	73.43%	163,097
GEC-Toll Ops Support	2,550,000	639,609	25.08%	597,584
GEC-Roadway Ops Support	1,411,139	611,911	43.36%	642,071
GEC-Technology Support	654,369	329,697	50.38%	357,894
GEC-Public Information Support	200,000	115,502	57.75%	135,204
GEC-General Support	1,360,000	555,654	40.86%	672,245
General System Consultant	1,159,640	692,183	59.69%	722,528
Traffic Modeling	150,000	-	-	25,294
Traffic and Revenue Consultant	500,000	595,200	119.04%	351,956
<b>Total Operations and Maintenance Consulting</b>	<b>9,024,145</b>	<b>4,193,919</b>	<b>46.47%</b>	<b>4,045,821</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	1,868,052	984,869	52.72%	2,170,250
Landscape Maintenance	2,949,320	2,113,513	71.66%	555,542
Maintenance Supplies-Roadway	300,000	(17,834)	-5.94%	93,118
Tools & Equipment Expense	25,000	444	1.78%	138
Gasoline	30,000	13,625	45.42%	9,908
Repair & Maintenance - Vehicles	10,000	(19,006)	-190.06%	4,267
Natural Gas	2,500	4,812	192.47%	3,623
Electricity - Roadways	250,000	213,185	85.27%	139,044
<b>Total Roadway Operations and Maintenance</b>	<b>5,434,872</b>	<b>3,293,608</b>	<b>60.60%</b>	<b>2,975,891</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	4,208,340	2,187,259	51.97%	2,807,131
Tag Collection Fees	8,453,846	7,429,739	87.89%	6,299,281
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
<b>Total Processing and Collection Expense</b>	<b>12,672,387</b>	<b>9,616,998</b>	<b>75.89%</b>	<b>9,106,412</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	1,252	41.74%	-
Fire and Burglar Alarm	500	370	74.02%	370
Refuse	2,180	1,493	68.47%	1,315
Telecommunications	-	3,360	-	-
Water - Irrigation	7,500	5,220	69.60%	3,864
Electricity	500	547	109.40%	511
ETC spare parts expense	200,000	-	-	(33,850)
Repair & Maintenance Toll Equip	50,000	192,085	384.17%	5,197
Law Enforcement	500,000	324,732	64.95%	301,929
ETC Maintenance Contract	6,000,000	5,373,903	89.57%	2,024,130
Transaction Processing Maintenance Contract	1,500,000	248,740	16.58%	-
ETC Toll Management Center System Operation	875,000	454,630	51.96%	455,696
ETC Development	559,000	70,473	12.61%	179,939
ETC Testing	275,000	41,922	15.24%	-
<b>Total Toll Operations Expense</b>	<b>9,972,680</b>	<b>6,718,727</b>	<b>67.37%</b>	<b>2,939,100</b>
<b>Total Operations and Maintenance</b>	<b>37,104,083</b>	<b>23,823,252</b>	<b>64.21%</b>	<b>19,067,225</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	149,000	98,553	66.14%	110,872
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	639,949	12.80%	1,331,694
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	43,834	58.45%	41,395
Other Contractual Svcs	370,000	278,320	75.22%	138,925
Contingency	300,000	632,357	210.79%	-
<b>Total Special Projects and Contingencies</b>	<b>5,997,000</b>	<b>1,693,013</b>	<b>28.23%</b>	<b>1,622,885</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending March 31, 2023**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	2,020,950	955,508	47.28%	1,049,335
Amort Expense - Refund Savings	9,073,105	4,122,609	45.44%	6,686,266
Dep Exp - Furniture & Fixtures	2,178	1,960	90.01%	1,960
Dep Expense - Equipment	-	-	-	1,875
Dep Expense - Autos & Trucks	46,496	38,894	83.65%	23,541
Dep Expense - Building & Toll Fac	176,748	132,561	75.00%	132,561
Dep Expense - Highways & Bridges	53,479,102	37,966,158	70.99%	37,966,158
Dep Expense - Toll Equipment	4,736,604	2,691,380	56.82%	3,055,825
Dep Expense - Signs	1,052,717	762,428	72.42%	762,428
Dep Expense - Land Improvements	884,934	663,701	75.00%	663,701
Depreciation Expense - Computers	64,319	63,835	99.25%	141,811
<b>Total Non Cash Expenses</b>	<b>71,537,153</b>	<b>47,399,033</b>	<b>66.26%</b>	<b>50,485,460</b>
<b>Total Other Expenses</b>	<b>77,534,153</b>	<b>49,092,047</b>	<b>63.32%</b>	<b>52,108,345</b>
<b>Non Operating Expenses</b>				
Bond Issuance Expense	1,250,000	396,222	31.70%	4,776,387
Loan Fee Expense	14,500	32,000	220.69%	14,500
Interest Expense	83,664,454	58,177,359	69.54%	59,092,745
CAMPO RIF Payment	-	-	-	5,000,000
Community Initiatives	150,000	40,050	26.70%	47,670
<b>Total Non Operating Expenses</b>	<b>\$85,078,954</b>	<b>\$58,645,631</b>	<b>68.93%</b>	<b>\$68,931,302</b>
<b>TOTAL EXPENSES</b>				
	<b>212,478,727</b>	<b>138,736,417</b>	<b>65.29%</b>	<b>146,261,474</b>
<b>Net Income</b>	<b>\$ (27,598,593)</b>	<b>\$ 48,800,305</b>		<b>\$ (15,326,515)</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of March 31, 2023**

	as of 03/31/2023	as of 03/31/2022
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash</b>		
Regions Operating Account	\$ 263,647	\$ 927,026
Cash in TexStar	47,305	540,333
Regions Payroll Account	105,432	92,258
<b>Restricted Cash</b>		
Goldman Sachs FSGF 465	1,085,328,668	880,087,343
Restricted Cash - TexSTAR	15,455,716	11,425,408
Overpayments account	290,978	582,053
<b>Total Cash and Cash Equivalents</b>	<u>1,101,491,746</u>	<u>893,654,423</u>
<b>Accounts Receivable</b>		
Accounts Receivable	2,770,089	2,770,089
Due From Other Agencies	103,056	89,816
Due From TTA	775,611	5,102,419
Due From NTTA	1,597,047	1,355,713
Due From HCTRA	2,454,652	1,948,208
Due From TxDOT	561,210	4,050,733
Interest Receivable	693,342	1,239,345
<b>Total Receivables</b>	<u>8,955,007</u>	<u>16,556,324</u>
<b>Short Term Investments</b>		
Treasuries	-	79,101,293
Agencies	-	153,879,840
<b>Total Short Term Investments</b>	<u>-</u>	<u>232,981,134</u>
<b>Total Current Assets</b>	<u>1,110,446,753</u>	<u>1,143,191,881</u>
<b>Total Construction in Progress</b>	351,354,868	261,345,503
<b>Fixed Assets (Net of Depreciation and Amortization)</b>		
Computers	34,672	145,777
Computer Software	927,284	1,767,650
Furniture and Fixtures	218	2,831
Equipment	9,624	10,249
Autos and Trucks	54,989	107,220
Buildings and Toll Facilities	4,284,458	4,461,206
Highways and Bridges	1,679,531,086	1,728,220,183
Toll Equipment	19,689,711	19,570,619
Signs	12,850,906	13,359,881
Land Improvements	5,535,568	6,420,502
Right of way	88,149,606	88,149,606
Leasehold Improvements	14,815	56,247
<b>Total Fixed Assets</b>	<u>1,811,082,938</u>	<u>1,862,271,971</u>
<b>Other Assets</b>		
Intangible Assets-Net	171,169,575	180,765,916
2005 Bond Insurance Costs	3,037,702	3,487,302
Prepaid Insurance	294,185	256,127
Deferred Outflows (pension related)	675,913	641,074
Pension Asset	2,549,818	591,247
<b>Total Other Assets</b>	<u>177,727,194</u>	<u>185,741,665</u>
<b>Total Assets</b>	<u><u>\$ 3,450,611,753</u></u>	<u><u>\$ 3,452,551,020</u></u>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of March 31, 2023**

	as of 03/31/2023	as of 03/31/2022
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 40,814,098	\$ 32,705,659
Construction Payable	5,086,891	5,933,700
Overpayments	294,629	585,473
Interest Payable	19,494,485	31,752,828
TCDRS Payable	80,002	70,447
Due to other Agencies	16,948	3,902
Due to TTA	289,431	618,332
Due to HCTRA	167,649	139,501
Due to Other Entities	517,193	961,256
71E TxDOT Obligation - ST	1,096,617	782,449
<b>Total Current Liabilities</b>	<b>67,857,943</b>	<b>73,553,547</b>
<b>Long Term Liabilities</b>		
Compensated Absences	240,954	283,554
Deferred Inflows (pension related)	1,481,361	109,052
<b>Long Term Payables</b>	<b>1,722,315</b>	<b>392,606</b>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	92,657,958	85,998,789
Senior Lien Revenue Bonds 2011	15,952,995	18,552,138
Senior Refunding Bonds 2013	-	3,475,000
Senior Lien Revenue Bonds 2015	10,000,000	10,000,000
Senior Lien Refunding Revenue Bonds 2016	59,340,000	70,790,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	54,970,000	55,600,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	274,625,000	274,625,000
Senior Lien Refunding Bonds 2021E	332,585,000	335,610,000
Sn Lien Rev Bnd Prem/Disc 2013	-	1,341,838
Senior Lien Premium 2016 Revenue Bonds	6,685,149	7,820,924
Sn Lien Revenue Bond Premium 2018	2,949,861	3,216,434
Senior Lien Revenue Bond Premium 2020A	11,215,250	11,379,659
Senior Lien Refunding Bond Premium 2020B	11,370,349	11,905,425
Senior Lien Revenue Bonds Premium 2020E	24,569,382	26,284,769
Senior Lien Revenue Bonds Premium 2021B	53,155,956	53,605,138
Senior Lien Refunding Bonds Premium 2021D	44,050,030	44,894,387
<b>Total Senior Lien Revenue Bonds</b>	<b>1,649,406,930</b>	<b>1,670,379,501</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of March 31, 2023**

	as of 03/31/2023	as of 03/31/2022
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	-	2,725,000
Sub Lien Refunding Bonds 2016	71,435,000	72,605,000
Sub Lien Refunding Bonds 2020D	97,440,000	98,580,000
Subordinated Lien BANs 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANs 2021C	244,185,000	244,185,000
Sub Refunding 2013 Prem/Disc	-	286,311
Sub Refunding 2016 Prem/Disc	5,187,829	5,996,179
Subordinated Lien BANs 2020F Premium	7,005,013	11,007,878
Subordinated Lien Refunding Bonds Premium 2020G	6,865,241	7,269,213
Sub Lien BANS 2021C Premium	28,543,790	36,155,467
<b>Total Sub Lien Revenue Bonds</b>	633,106,873	651,255,047
<b>Other Obligations</b>		
TIFIA Note 2021	357,113,712	348,279,485
71E TxDOT Obligation - LT	51,918,220	55,077,264
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
<b>Total Other Obligations</b>	433,722,832	428,347,650
<b>Total Long Term Liabilities</b>	2,717,958,950	2,750,374,804
<b>Total Liabilities</b>	2,785,816,892	2,823,928,351
<b>NET ASSETS</b>		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	494,532,189	522,486,817
Current Year Operations	48,800,567	(15,326,253)
<b>Total Net Assets</b>	664,794,861	628,622,669
<b>Total Liabilities and Net Assets</b>	<b>\$ 3,450,611,753</b>	<b>\$ 3,452,551,020</b>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of March 2023**

**Cash flows from operating activities:**

Receipts from toll revenues	167,089,606
Receipts from Other Sources (AR)	363,256
Payments to vendors	(41,793,546)
Payments to employees	(4,245,771)
Net cash flows provided by (used in) operating activities	121,413,544

**Cash flows from capital and related financing activities:**

Prepaid payment on Intangible assets	(4,122,609)
Issuance Expense	(5,038,629)
Payments on bonds / loans	(28,895,528)
RIF Contribution	(5,000,000)
Acquisition of capital assets - non project	(4,743,698)
Acquisitions of construction in progress	(61,064,788)
Net cash flows provided by (used in) capital and related financing activities	(108,865,252)

**Cash flows from investing activities:**

Interest income	23,404,319
Purchase of investments	(256,150,896)
Proceeds from sale or maturity of investments	175,046,270
Net cash flows provided by (used in) investing activities	(57,700,308)

Net increase (decrease) in cash and cash equivalents	(45,152,015)
Cash and cash equivalents at beginning of period	1,153,777,279
Cash and cash equivalents at end of period	1,108,625,263

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

Operating income	45,641,261
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	47,399,033
Changes in assets and liabilities:	
Decrease in accounts receivable	3,321,866
Increase in prepaid expenses and other assets	(166,122)
Decrease in accrued expenses	(12,951,165)
Decrease in Interest expense	58,645,631
Increase in interest receivable	(23,406,337)
Difference between Operating statement and Trial balance	2,929,376
Total adjustments	75,772,284
Net cash flows provided by (used in) operating activities	\$ 121,413,544

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	7,840,879
Restricted cash and cash equivalents	1,100,784,384
Total	1,108,625,264

INVESTMENTS by FUND

		Balance March 31, 2023	
Renewal & Replacement Fund			TexSTAR 15,503,020.86
TexSTAR	8.63		Goldman Sachs 1,080,226,456.20
Goldman Sachs	330.01		Agencies & Treasury Notes -
Agencies/ Treasuries		338.64	\$ 1,095,729,477.06
Grant Fund			Balance below: 1,095,729,477.06
TexSTAR	466,646.06		Difference: \$ -
Goldman Sachs	9,835,730.30		
Agencies/ Treasuries		MATURED 10,302,376.36	
Senior Debt Service Reserve Fund			
TexSTAR	1,012,767.45		
Goldman Sachs	109,348,578.08		
Agencies/ Treasuries		MATURED 110,361,345.53	
2010 Senior Lien Debt Service Account			
Goldman Sachs	62,042.53	62,042.53	
2011 Sr Debt Service Accountt			
Goldman Sachs	1,832,014.67	1,832,014.67	
2013 Sr Debt Service Accountt			
Goldman Sachs	41,124.60	41,124.60	
2013 Sub Debt Service Account			
Goldman Sachs	32,366.34	32,366.34	
2013 Sub Debt Service Reserve Fund			
Goldman Sachs	126.11	801,541.63	
TexSTAR	801,415.52		
2015 Sr Debt Service Account			
Goldman Sachs	4,332,333.20	4,332,333.20	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	4,200,296.31	4,200,296.31	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	1,420,252.18	1,420,252.18	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	7,157,360.20		
Agencies/ Treasuries	-	7,157,360.20	
Operating Fund			
TexSTAR	47,304.51		
TexSTAR-Trustee	9,976,901.75		
Goldman Sachs	8,370,589.81	18,394,796.07	
Revenue Fund			
Goldman Sachs	6,932,585.86	6,932,585.86	
General Fund			
TexSTAR	1,168,672.69		
Goldman Sachs	157,734,820.97		
Agencies/ Treasuries	-	158,903,493.66	
71E Revenue Fund			
Goldman Sachs	24,998,771.24	24,998,771.24	
MoPac Revenue Fund			
Goldman Sachs	85,304.12	85,304.12	
MoPac General Fund			
Goldman Sachs	12,527,992.87	12,527,992.87	
MoPac Operating Fund			
Goldman Sachs	145,814.69	145,814.69	
MoPac Loan Repayment Fund			
Goldman Sachs	903,272.65	903,272.65	
2015B Project Account			
Goldman Sachs	42,645,419.25		
TexSTAR	359,195.86	43,004,615.11	
2015 TIFIA Project Account			
Goldman Sachs	38,371,340.33		
TexSTAR	713,599.23		
Agencies/ Treasuries	-	39,084,939.56	
2011 Sr Financial Assistance Fund			
Goldman Sachs	506,014.99	506,031.15	
TexSTAR	16.16		
2018 Sr Lien Debt Service Account			
Goldman Sachs	560,572.10	560,572.10	
2018 Sr Lien Project Cap I			
Goldman Sachs	728.47	728.47	
2018 Sr Lien Project Account			
Goldman Sachs	12,687,671.62		
TexSTAR	956,493.00	13,644,164.62	
2020A Senior Lien Debt Service Account			
Goldman Sachs	637,111.94	637,111.94	
2020B Senior Lien Debt Service Account			
Goldman Sachs	842,815.92	842,815.92	
2020C Senior Lien Debt Service Account			
Goldman Sachs	1,095,444.25	1,095,444.25	
2020D Sub Lien Debt Service Account			
Goldman Sachs	1,757,319.09	1,757,319.09	
2020D Sub Debt Service Reserve Fund			
Goldman Sachs	8,308,132.78	8,308,132.78	
2020E Senior Lien Project Account			
Goldman Sachs	155,004,055.77	155,004,055.77	
2020E Senior Lien Project Cap Interest			
Goldman Sachs	18,462,901.55	18,462,901.55	
2020F Sub Lien Project Account			
Goldman Sachs	2,375,480.05	2,375,480.05	
2020F Sub Lien Deb Service Account			
Goldman Sachs	1,401,219.01	1,401,219.01	
2020G Sub Lien Debt Service Account			
Goldman Sachs	645,186.30	645,186.30	
2020G Sub Lien Debt Service Reserve Account			
Goldman Sachs	3,373,524.86	3,373,524.86	
2021A Sub Lien Debt Service Reserve Account			
Goldman Sachs	15,179,881.10	15,179,881.10	34,820,440.57
2021A Sub Debt Service Account			
Goldman Sachs	97.94	97.94	
2021B Senior Lien Cap I Project Fund			
Goldman Sachs	41,127,731.73	41,127,731.73	
2021B Senior Lien Project Account			
Goldman Sachs	235,056,169.59		
Agencies/ Treasuries		MATURED 235,056,169.59	
2021C Sub Lien Cap I Project Fund			
Goldman Sachs	1,367.06	1,367.06	
2021C Sub Lien Project Account			
Goldman Sachs	140,942,048.10	140,942,048.10	
2021C Sub Lien Debt Service Account			
Goldman Sachs	3,085,756.56	3,085,756.56	
2021D Senior Lien Debt Service Account			
Goldman Sachs	2,957,300.52	2,957,300.52	
2021E Senior Lien Debt Service Account			
Goldman Sachs	3,239,458.58	3,239,458.58	
		\$ 1,095,729,477.06	

**CTRMA INVESTMENT REPORT**

**Month Ending 3/31/2023**

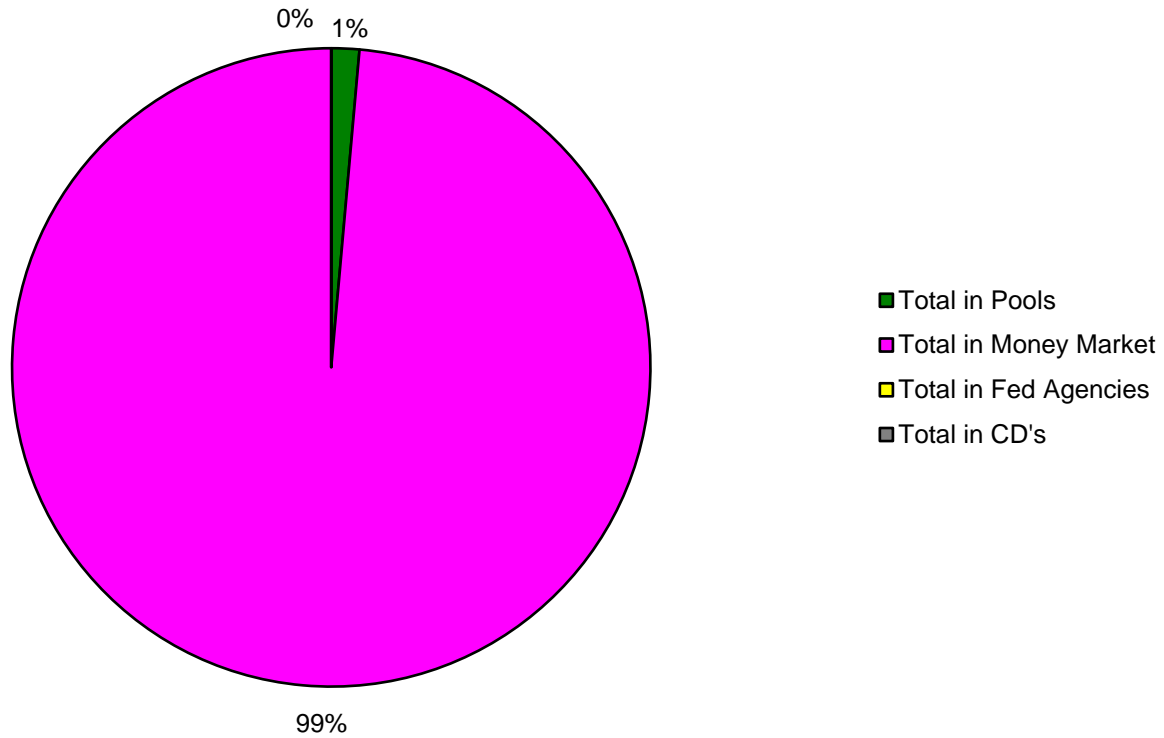
	<b>Fund Number</b>	<b>Acct No.</b>	<b>Balance 3/1/2023</b>	<b>Additions</b>	<b>Discount Amortization</b>	<b>Accrued Interest</b>	<b>Withdrawals</b>	<b>Balance 3/31/2023</b>	<b>Rate March</b>
<b>Amount in Trustee TexStar</b>									
2011 Sr Lien Financial Assist Fund	2011SR FAF	2270320116	16.12			0.04		16.16	4.6066%
2013 Sub Lien Debt Service Reserve General Fund	2013SUBDSR GENERAL	2270320130	798,292.23			3,123.29		801,415.52	4.6066%
Trustee Operating Fund	OPERATING	2270311120	1,164,118.10			4,554.59		1,168,672.69	4.6066%
Renewal and Replacement	RENEWRPL	2270311110	9,147,120.40	4,000,000.00		29,781.35	3,200,000.00	9,976,901.75	4.6066%
TxDOT Grant Fund	TXDOTGRANT	2270312000	890.59			1.43	883.39	8.63	4.6066%
Senior Lien Debt Service Reserve Fund	SENLIENSR	2270318180	464,827.44			1,818.62		466,646.06	4.6066%
2015B Sr Ln Project	2015BPROJ	2270362330	1,008,820.47			3,946.98		1,012,767.45	4.6066%
2015C TIFIA Project	2015TIFIAP	2270320152	357,795.99			1,399.87		359,195.86	4.6066%
2018 Sr Lien Project Account	2018SRPROJ	2270320155	710,818.17			2,781.06		713,599.23	4.6066%
		2270320180	952,765.35			3,727.65		956,493.00	4.6066%
			<b>14,605,464.86</b>	<b>4,000,000.00</b>		<b>51,134.88</b>	<b>3,200,883.39</b>	<b>15,455,716.35</b>	
<b>Amount in TexStar Operating Fund</b>									
	OPERATING	2270211110	43,611.57	3,200,000.00		3,692.94	3,200,000.00	47,304.51	4.6066%
<b>Goldman Sachs</b>									
Operating Fund	OPERATING	6180000031	8,340,410.50	4,002,052.25		28,127.06	4,000,000.00	8,370,589.81	4.5500%
2020A Senior Lien Debt Service Account	2020A DSA	1001021485	428,943.79	207,058.12		1,110.03		637,111.94	4.5500%
2020B Senior Lien Debt Service Account	2020B DSF	1001017465	567,314.52	274,033.61		1,467.79		842,815.92	4.5500%
2020C Senior Lien Debt Service Account	2020C DSF	1001017469	734,621.45	358,929.03		1,893.77		1,095,444.25	4.5500%
2020D Sub Lien Debt Service Account	2020D DSF	1001017483	1,178,408.19	575,873.28		3,037.62		1,757,319.09	4.5500%
2020D Sub Debt Service Reserve Fund	2020D DSRF	1001017484	8,279,944.45			28,188.33		8,308,132.78	4.5500%
2020E Sr Lien Project Account	2020E PRJ	1001021533	154,478,148.75			525,907.02		155,004,055.77	4.5500%
2020E Sr Ln Project Cap Interest	2020ESCAPI	1001021534	18,400,259.61			62,641.94		18,462,901.55	4.5500%
2020F Sub Lien Project Account	2020FPROJ	1001021537	7,608,341.94			28,489.97	5,261,351.86	2,375,480.05	4.5500%
2020F Sub Lien Debt Service Account	2020F DSF	1001021538	940,700.74	458,090.68		2,427.59		1,401,219.01	4.5500%
2020G Sub Lien Debt Service Account	2020G DSF	1001021539	433,142.29	210,926.23		1,117.78		645,186.30	4.5500%
2020G Sub Debt Service Reserve Fund	2020G DSRF	1001021540	3,270,342.50	92,204.74		10,977.62		3,373,524.86	4.5500%
2021A Sub Debt Service Reserve Fund	2021A DSRF	1001021543	14,569,505.92	561,724.77		48,650.41		15,179,881.10	4.5500%
2021A Sub Debt Service Account	2021A DSA	1001021542	97.61			0.33		97.94	4.5500%
2021B Senior Lien Cap I Project Fund	2021BSCAPI	1001021274	40,988,191.26			139,540.47		41,127,731.73	4.5500%
2021B Senior Lien Project Account	2021BPROJ	1001021273	234,258,656.97			797,512.62		235,056,169.59	4.5500%
2021C Sub Lien Cap I Project Fund	2021CCAPI	1001021282	1,362.42			4.64		1,367.06	4.5500%
2021C Sub Lien Project Account	2021CPROJ	1001021281	141,285,298.91	4,224,262.22		481,511.66	5,049,024.69	140,942,048.10	4.5500%
2021C Sub Lien Debt Service Account	2021C DSF	1001021283	2,071,467.99	1,008,943.25		5,345.32		3,085,756.56	4.5500%
2021D Senior Lien Debt Service Account	2021D DSF	1001024372	1,986,372.31	965,799.61		5,128.60		2,957,300.52	4.5500%
2021E Senior Lien Debt Service Account	2021E DSF	1001024373	2,181,840.87	1,051,969.46		5,648.25		3,239,458.58	4.5500%
2011 Sr Financial Assistance Fund	2011SR FAF	6180003305	504,297.95			1,717.04		506,014.99	4.5500%
2010 Senior DSF	2010SNLIEN	6180002039	61,832.00			210.53		62,042.53	4.5500%
2011 Senior Lien Debt Service Account	2011SRDSA	6180003289	1,233,722.89	595,098.21		3,193.57		1,832,014.67	4.5500%
2013 Senior Lien Debt Service Account	2013SRLIEN	6180004322	40,985.05			139.55		41,124.60	4.5500%
2013 Sub Debt Service Reserve Fund	2013SUBDSR	6180004377	125.68			0.43		126.11	4.5500%
2013 Subordinate Debt Service Account	2013SUBDSF	6180004368	32,256.51			109.83		32,366.34	4.5500%
2015A Sr Lien Debt Service Account	2015DSA	6180005205	4,317,632.43			14,700.77		4,332,333.20	4.5500%
2015B Project Account	2015BPROJ	6180005278	42,643,366.94			145,289.37	143,237.06	42,645,419.25	4.5500%
2015C TIFIA Project Account	2015TIFIAP	6180005349	38,241,136.11			130,204.22		38,371,340.33	4.5500%
2016 Sr Lien Rev Refunding Debt Service	2016SR DSF	6180006179	3,012,052.43	1,179,985.17		8,258.71		4,200,296.31	4.5500%
2016 Sub Lien Rev Refunding Debt Serv	2016SUBDSF	6180006357	954,598.03	463,187.73		2,466.42		1,420,252.18	4.5500%
2016 Sub Lien Rev Refunding DSR	2016SUBDSR	6180006366	7,133,073.36			24,286.84		7,157,360.20	4.5500%
2018 Sr Lien Project Cap I	2018SRCAPI	1001007946	726.00			2.47		728.47	4.5500%
2018 Sr Lien Debt Service Account	2018SRDSF	1001007943	376,448.53	183,151.81		971.76		560,572.10	4.5500%
2018 Sr Lien Project Account	2018SRPROJ	1001007945	12,644,621.89			43,049.73		12,687,671.62	4.5500%
TxDOT Grant Fund	TXDOTGRANT	6180000157	9,802,355.04			33,375.26		9,835,730.30	4.5500%
Renewal and Replacement	RENEWRPL	6180000102	0.00	17,883.39		58.55	17,611.93	330.01	4.5500%
Revenue Fund	REVENUE	6180000013	8,882,861.42	18,657,030.70		30,455.43	20,637,761.69	6,932,585.86	4.5500%
General Fund	GENERAL	6180000120	150,654,853.67	7,198,611.79		508,966.42	627,610.91	157,734,820.97	4.5500%
Senior Lien Debt Service Reserve Fund	SENLIENSR	6180000059	108,977,529.10			371,048.98		109,348,578.08	4.5500%
71E Revenue Fund	71E REVENU	6146001086	29,425,012.99	383,145.03		98,547.29	4,907,934.07	24,998,771.24	4.5500%
MoPac Revenue Fund	MOPACREV	6146001068	0.00	406,948.55		2,591.89	324,236.32	85,304.12	4.5500%
MoPac General Fund	MOPAC GENL	1001001935	12,012,453.33	559,914.48		38,014.74	82,389.68	12,527,992.87	4.5500%
MoPac Operating Fund	MOPAC OPER	1001001923	429,782.46	400,000.00		651.35	684,619.12	145,814.69	4.5500%
MoPac Loan Repayment Fund	MOPAC LOAN	1001001934	758,264.86	142,877.72		2,130.07		903,272.65	4.5500%
			<b>1,074,143,361.66</b>	<b>44,179,701.83</b>	<b>0.00</b>	<b>3,639,170.04</b>	<b>41,735,777.33</b>	<b>1,080,226,456.20</b>	
<b>Amount in Fed Agencies and Treasuries</b>									
Amortized Principal			0.00				0.00	0.00	
			0.00					0.00	
<b>Certificates of Deposit</b>									
Total in Pools			14,649,076.43	7,200,000.00		54,827.82	6,400,883.39	15,503,020.86	
Total in GS FSGF			1,074,143,360.66	44,179,701.83		3,639,170.04	41,735,777.33	1,080,226,456.20	
Total in Fed Agencies and Treasuries			0.00				0.00	0.00	
Total Invested			<b>1,088,792,437.09</b>	<b>51,379,701.83</b>		<b>3,693,997.86</b>	<b>48,136,660.72</b>	<b>1,095,729,477.06</b>	

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

José Hernández, CFO  
Ann Zigmund, Controller

3/31/2023

## Allocation of Funds



## Goldman Sachs Escrow Funds

	Fund Number	Acct No.	Balance	Accrued		Balance	
			3/1/2023	Additions	Interest	Withdrawals	3/31/2023
Travis County Escrow Fund - Elroy Road	ELROYRD	1001005077	3,719,131.41		12,662.98	22,185.04	3,709,609.35
Travis County Escrow Fund - Ross Road	ROSSRD	1001021483	212,892.64		724.77	1,362.10	212,255.31
Travis County Escrow Fund - Old San Antonio Road	OLDSANARD	1001021487	39,674.25		136.91	2,914.75	36,896.41
Travis County Escrow Fund - Old Lockhart Road	LOCKHARTRD	1001021488	138,133.27		507.50	7,259.43	131,381.34
Travis County Escrow Fund - County Line Road	COUNTYLRD	1001021489	293,486.86		999.15	30,020.62	264,465.39
Travis County Escrow Fund - South Pleasant Valley Road	SPLEASVRD	1001021490	317,100.57		1,079.54	2,284.62	315,895.49
Travis County Escrow Fund - Thaxton Road	THAXTONRD	1001021531	131,948.88		449.21	1,792.83	130,605.26
Travis County Escrow Fund - Pearce Lane Road	PEARCELNRD	1001021532	305,698.18		1,040.72	5,635.60	301,103.30



### PERFORMANCE

#### As of March 31, 2023

Current Invested Balance	\$ 11,042,113,205.98
Weighted Average Maturity (1)	12 Days
Weighted Average Life (2)	39 Days
Net Asset Value	1.000029
Total Number of Participants	1012
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$42,836,750.54
Management Fee Collected	\$550,737.21
% of Portfolio Invested Beyond 1 Year	0.58%
Standard & Poor's Current Rating	AAAm

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

#### March Averages

Average Invested Balance	\$10,807,713,296.46
Average Monthly Yield, on a simple basis	4.6066%
Average Weighted Maturity (1)	11 Days
Average Weighted Life (2)	39 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.

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

### NEW PARTICIPANTS

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

- \* City of Alvord \* Galveston County Municipal Utility District No. 59
- \* Jefferson County Emergency Services District No. 4 \* City of Mineola

### HOLIDAY REMINDER

In observance of Good Friday, **TexSTAR will be closed Friday, April 7, 2023**. All ACH transactions initiated on Thursday, April 6th will settle on Monday, April 10th. 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

In the early months of 2023, we saw stronger-than-expected economic data, a leveling off in disinflation and signs of cooling wage growth. In recent weeks, financial distress in the U.S. regional bank sector rattled markets and exposed the vulnerabilities of an economy facing a rapid rise in interest rates after a very long period of easy policy. Consequently, credit conditions, which had already tightened due to Federal Reserve (Fed) policy, are expected to tighten further and could drag on economic activity, hiring and inflation. While the government responded swiftly to the bank fears, the Fed stopped short of pausing its monetary tightening campaign with a March rate hike and maintained its focus on bringing inflation down. It is at the point where economic conditions are tight, when a company's vulnerabilities come to light. This was particularly evident for Silicon Valley Bank (SVB), Signature Bank (SBNY), and Credit Suisse (CS). It is important to note that SVB, SBNY and CS were unique situations. Three problems led to the failures of SVB and SBNY. The first issue was a narrow depositor base, concentrated in troubled industries (startups and crypto), with a very large percentage of uninsured deposits. The second issue was an asset base that was particularly vulnerable to increases in interest rates. Third, was the Fed's sharp switch from years of negative real rates and quantitative easing to higher rates and quantitative tightening. Joint action by the Department of the Treasury, the Fed, and the Federal Deposit Insurance Corporation (FDIC), reimbursing all deposits at SVB and Signature Bank, not just insured deposits, and establishing a fund to support other banks with asset problems appeared to help calm the situation.

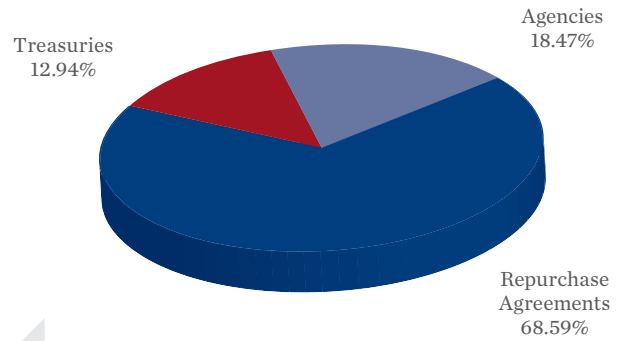
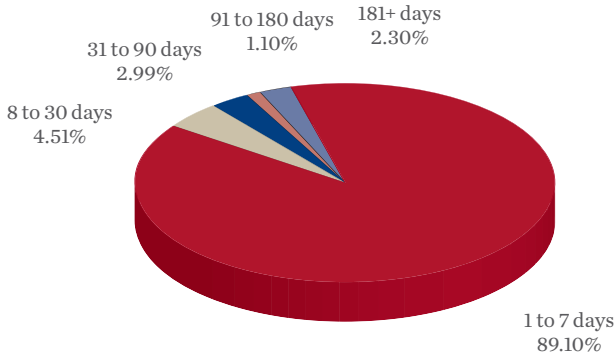
CS, a global systemically important bank (GSIB) became another casualty in the fallout from the SVB and SBNY collapse. The bank's largest shareholder, Saudi National Bank, said it wouldn't be willing to provide the company additional financing because of exposure limits.

(continued page 4)

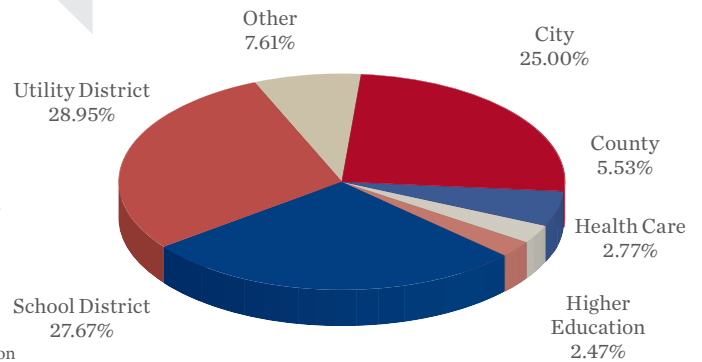


## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF MARCH 31, 2023



### PORTFOLIO BY MATURITY AS OF MARCH 31, 2023 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF MARCH 31, 2023

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

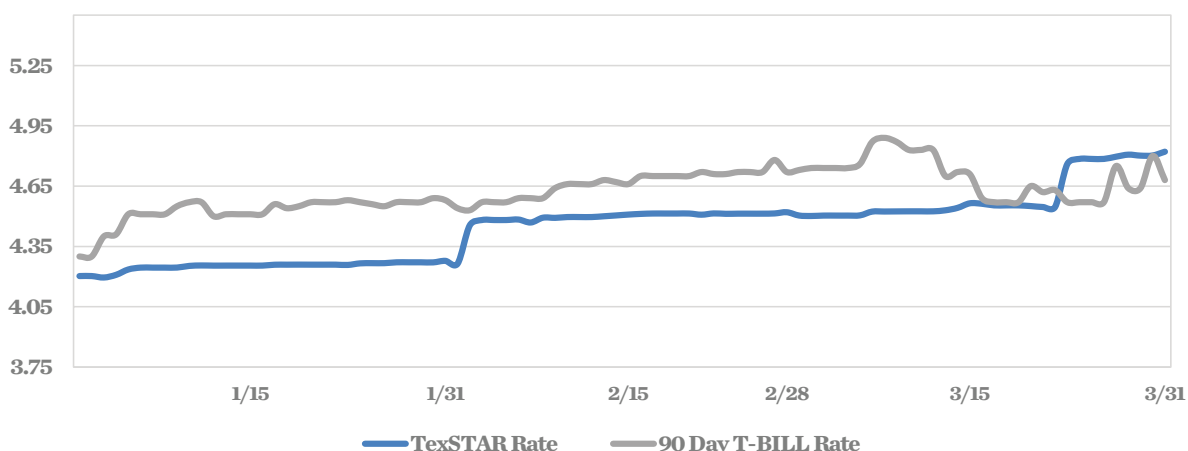
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Mar 23	4.6066%	\$11,042,113,205.98	\$11,042,864,910.32	1.000029	11	39	1012
Feb 23	4.4919%	10,962,890,240.57	10,961,778,645.78	0.999898	9	38	1008
Jan 23	4.2515%	10,451,037,339.95	10,450,044,625.54	0.999905	6	41	1003
Dec 22	3.9681%	9,016,826,910.67	9,015,709,981.89	0.999855	5	43	999
Nov 22	3.5588%	8,393,118,851.17	8,390,786,906.73	0.999722	6	47	998
Oct 22	2.8531%	8,388,414,626.87	8,384,901,873.82	0.999581	10	46	996
Sep 22	2.2941%	8,448,258,598.47	8,444,307,157.72	0.999510	16	43	994
Aug 22	1.9469%	8,988,292,520.61	8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986

## PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 725.19	\$ 725.19
Accrual of Interest Income	11,276,483.73	11,276,483.73
Interest and Management Fees Payable	(42,897,085.38)	(42,897,085.38)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	7,594,735,999.76	7,594,735,999.76
Government Securities	3,478,997,082.68	3,479,748,787.02
<b>TOTAL</b>	<b>\$ 11,042,113,205.98</b>	<b>\$ 11,042,864,910.32</b>

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 MARCH 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
3/1/2023	4.5037%	0.000123390	\$10,934,005,482.72	0.999903	10	38
3/2/2023	4.5014%	0.000123325	\$11,065,468,689.29	0.999896	9	37
3/3/2023	4.5034%	0.000123382	\$10,929,935,778.83	0.999910	9	37
3/4/2023	4.5034%	0.000123382	\$10,929,935,778.83	0.999910	9	37
3/5/2023	4.5034%	0.000123382	\$10,929,935,778.83	0.999910	9	37
3/6/2023	4.5045%	0.000123412	\$10,885,527,688.27	0.999905	9	37
3/7/2023	4.5232%	0.000123922	\$10,866,487,492.38	0.999899	9	37
3/8/2023	4.5236%	0.000123934	\$10,858,406,297.88	0.999880	9	36
3/9/2023	4.5241%	0.000123947	\$10,744,115,636.17	0.999882	9	37
3/10/2023	4.5245%	0.000123958	\$10,722,681,700.29	0.999931	9	36
3/11/2023	4.5245%	0.000123958	\$10,722,681,700.29	0.999931	9	36
3/12/2023	4.5245%	0.000123958	\$10,722,681,700.29	0.999931	9	36
3/13/2023	4.5296%	0.000124099	\$10,703,805,917.77	0.999936	9	36
3/14/2023	4.5417%	0.000124429	\$10,711,147,872.64	0.999960	10	39
3/15/2023	4.5643%	0.000125048	\$10,702,810,662.06	1.000057	13	41
3/16/2023	4.5621%	0.000124988	\$10,732,005,588.25	1.000059	13	41
3/17/2023	4.5540%	0.000124767	\$10,727,515,983.26	1.000061	12	41
3/18/2023	4.5540%	0.000124767	\$10,727,515,983.26	1.000061	12	41
3/19/2023	4.5540%	0.000124767	\$10,727,515,983.26	1.000061	12	41
3/20/2023	4.5506%	0.000124674	\$10,739,730,466.69	1.000041	12	40
3/21/2023	4.5459%	0.000124544	\$10,739,821,599.63	1.000026	12	40
3/22/2023	4.5463%	0.000124556	\$10,727,446,854.41	1.000027	13	41
3/23/2023	4.7593%	0.000130391	\$10,686,408,406.82	1.000056	13	40
3/24/2023	4.7847%	0.000131088	\$10,642,985,866.85	1.000072	14	41
3/25/2023	4.7847%	0.000131088	\$10,642,985,866.85	1.000072	14	41
3/26/2023	4.7847%	0.000131088	\$10,642,985,866.85	1.000072	14	41
3/27/2023	4.7959%	0.000131394	\$10,658,770,447.28	1.000047	13	42
3/28/2023	4.8059%	0.000131669	\$11,098,688,328.32	1.000049	12	40
3/29/2023	4.8011%	0.000131537	\$11,085,529,588.19	1.000031	12	40
3/30/2023	4.8018%	0.000131556	\$10,987,463,977.90	1.000023	12	40
3/31/2023	4.8206%	0.000132072	\$11,042,113,205.98	1.000029	12	39
<b>Average</b>	<b>4.6066%</b>	<b>0.000126209</b>	<b>\$10,807,713,296.46</b>		<b>11</b>	<b>39</b>



## *ECONOMIC COMMENTARY (cont.)*

The issues with CS were not new. However, because the markets were already jittery, this became the catalyst for a renewed deterioration in market confidence given CS's complex and lengthy restructuring plan. The repercussions soon blanketed the broader market universe and reignited contagion worries. Initially, the Swiss National Bank (SNB) extended-\$55 billion in liquidity support to CS, which underscored the distinction between the challenges facing US regional banks and European GSIBs. In the end, UBS Group AG agreed to buy CS in a government-brokered deal aimed at containing a crisis of confidence that threatened to spread across global financial markets. Ultimately, the banking failures of these three institutions were idiosyncratic events due to poor risk management.

Meanwhile, inflation was still the prime focus of the Fed. Since its peak in June 2022, inflation has shown signs of cooling, although the road to the Fed's 2% target has been bumpier than originally anticipated. February's Consumer Price Index (CPI) report came largely in line with expectations with headline CPI rising 0.4% month-over-month (m/m) and 6% year-over-year (y/y), marking the eighth consecutive monthly decline in the y/y measure. Core CPI (ex-food and energy) rose by 0.5% m/m, and 5.5% y/y. The lagged effect of shelter inflation, which accounts for a little over a third of CPI, continued to be the primary contributor to elevated inflation, at 0.8% m/m. The headline and core Personal Consumption Expenditures (PCE) Price Index both rose 0.3% m/m, a deceleration from prior month. Year-over-year headline PCE cooled, declining from 5.4% to 5.0%. Furthermore, personal income came in slightly above expectations at 0.3%, but at a decelerated rate from prior month. Real personal spending declined by 0.1%, down from the 1.1% increase we saw in January. The personal savings rate increased to 4.6% in February, up from the 4.4% we saw in January, pointing to a slowdown in consumption.

The February Jobs report highlighted solid gains in payroll employment, but other details were softer than expected. Nonfarm payroll employment rose by 311K, well above consensus estimates of 223K. However, gains for the prior two months were revised down by 34K, and the unemployment rate rose above consensus to 3.6%. The labor market continued to prove its resilience. However, there were also clearer signs that wage data is moderating. Average hourly earnings were below consensus, rising by 0.2% m/m and 4.6% y/y. Overall, the report suggested that the labor market is starting to feel the pressure of tighter policy and provided little evidence that a tight labor market will disrupt the downtrend in consumer inflation.

In a highly anticipated policy decision, the Federal Open Market Committee (FOMC) voted unanimously to raise the federal funds rate by 0.25% to a target range of 4.75%-5.00%. The statement language and press conference were somewhat dovish, acknowledging the potential implications of banking turmoil on the economic outlook but also the need for further progress on inflation. The Fed notably downshifted the phrase "ongoing increases in the target range will be appropriate" to "some additional policy firming may be appropriate," signaling a near end to tightening. At the press conference, Chairman Powell kicked off by addressing banks and affirmed that the overall "banking system is sound and resilient." In the Summary of Economic projections (SEP), the "dot plot" revealed an unchanged median expectation for the federal funds rate at 5.1% for year-end 2023, suggesting an additional 25 bp hike to come. Surprisingly, policymakers projected less easing next year, suggesting an expectation that policy will have to be tighter for longer to combat inflation. Updates to the Fed's economic projections reflected a more dovish picture of slower growth, lower unemployment and slightly higher inflation. Treasury yields fell across the curve during the month. In money markets, the three-month Treasury bill yield decreased by 6 bps to 4.75% and the six-month Treasury bill yield decreased by 26 bps to 4.88%. Longer Treasury yields plummeted, with the two-year yield dropping by 79 bps to 4.03% and the three-year yield dropping by 74 bps to 3.79%.

### **Outlook**

Following recent events across the banking sector and the latest Fed rate hike, investors have materially reassessed their expectations for the future path of interest rates. Prior to recent concerns about the financial sector, the market expected that the Fed would continue to hike with the federal funds rate peaking at 5.5%. Markets are now teetering between the potential for another 25 bp hike or a pause at the May 3 FOMC meeting and anticipate rate cuts by year-end. The front end of the curve is particularly reactive to headline risks and has seen both a material repricing and a high level of volatility. We think that the outcome of the March FOMC meeting was designed to show the markets that the Fed has confidence in the banking system, and that it is willing to be flexible depending upon ongoing developments.



*ECONOMIC COMMENTARY (cont.)*

Bank lending (globally) is very likely to decline rapidly. Credit conditions were already tightening before the regional bank issue, and Chair Powell recognizes that a tightening in lending standards will slow GDP growth and weaken demand for labor, thus substituting for additional rate hikes. The volatility of the past couple of weeks supports our base case of a recession, as tight monetary policy has caused stress in the banking sector while inflation persists. The Fed is in a challenging spot as they need to strike a balance between financial stability and price stability. As a result, we think it is likely that they raise rates in May before pausing. The federal funds futures market is pricing in rate cuts beginning in June. While that may be a bit aggressive, the market is removing policy hikes in anticipation of weakening hard economic data.

This information is an excerpt from an economic report dated March 2023 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

## TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	Qualified Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #9**

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Discuss and consider amending the  
FY2023 Operating Budget to transfer  
funds to the 290E Wall Improvements  
and Repairs

Strategic Plan Relevance: Safety  
Department: Engineering  
Contact: Mike Sexton, Acting Director of Engineering  
Associated Costs: \$1,201,000 – a transfer of \$701,000 above the current  
funding amount  
Funding Source: Renewal and Replacement, General Fund  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** The Fiscal Year 2023 Operating Budget contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2023, ending June 30, 2023. In addition to the department level budget estimates, this document includes the Authority’s Capital Budget and Renewal and Replacement Budget for FY 2023.

The adopted budget anticipated the expenditure of \$3,790,000 for Metal Beam Guard Fence Improvements/Cable Barrier Addition and \$500,000 for 290E Wall Improvements/Repairs (*see excerpt below*).

After budget adoption, the 290E wall repair construction bids came in higher than originally assumed during budget development. Staff is requesting to increase the budget for the 290E Wall Improvements/Repairs project by \$701,000 to a total of \$1,201,000 to be able to complete the repairs in FY2023.

**Renewal and Replacement****General Fund**

Roadside Systems (ETCS) Implementation		13,276,504
SH 71 Toll Facility Host Equipment	2,480,657	
SH 71 Toll Facility Host Project Mgmt and Test	3,606,935	
290 Toll Equipment	5,252,300	
GSC Support	1,305,763	
GEC Support	630,849	
Existing System Upgrades		
183A Zone Controllers		400,000
Shared Use Path Signage and Striping		295,000
Speed Limit Sign Revisions on 183A		60,000
Any Additional Safety Enhancements Identified as Needed		400,000
Metal Beam Guard Fence Improvements/ Cable Barrier Addition		3,790,000
290E Wall Improvements/Repairs		500,000
45 SW Speed Limit Signs		60,000
71 East Large Guide Signs		1,245,900
Slab Stabilization for 290E		400,000
183A Phase II Small Sign Replacement		1,518,400
183A ITS Retrofit Project #2		1,814,800
		<u>23,760,604</u>

**MoPac General**

MoPac Large Sign Replacement		1,476,800
		<u>1,476,800</u>
		<u>25,237,404</u>

Phase one of the Metal Beam Guard Fence Improvements/ Cable Barrier Addition project has been completed for a total project cost of \$1,509,571.74 with a budget balance remaining of \$2,280,428.26. The increase in funding for the 290E wall repairs will be achieved by deferring phase two of the Metal Beam Guard Fence Improvements/ Cable Barrier Addition project until next fiscal year.

**It is important to note that this requested amendment does not change the overall adopted FY2023 budget.**

**Action requested/Staff Recommendation:** Staff requests the Board's approval to amend the Fiscal Year 2023 Operating Budget to increase the funding for the 290E Wall Improvements/Repairs to a total amount of \$1,201,000.

**Backup provided:** Draft resolution  
Draft Budget amendment

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

**RESOLUTION NO. 23-0XX**

**AMENDING THE BUDGET FOR FISCAL YEAR 2023**

WHEREAS, by Resolution No. 22-027 dated June 30, 2022, the Board of Directors adopted the operating budget for fiscal year 2022-2023 (the “FY2023 Budget”); and

WHEREAS, the FY2023 Budget includes funding for Metal Beam Guard Fence Improvements/Cable Barrier Addition and 290E Wall Improvements/Repairs; and

WHEREAS, following the adoption of the FY2023 Budget, bids for the 290E Wall Improvements/Repairs exceeded the budgeted amount; and

WHEREAS, the Executive Director recommends transferring \$701,000 in unexpended funds from the Metal Beam Guard Fence Improvements/Cable Barrier Addition budget to the budget for the 290E Wall Improvements/Repairs to compensate for the shortfall; and

WHEREAS, the Executive Director recommends that the FY2023 Budget be amended as described in Exhibit A hereto, to fund the completion of the 290E Wall Improvements/Repairs project in FY2023.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends the FY 2023 Budget as shown in Exhibit A to fund the completion of the 290E Wall Improvements/Repairs project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of April 2023.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**



## Capital Budget

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### Capital Budget

Data Platform System Development	500,000
Roadside Violator Enforcement Technology	300,000
MoPac Cemetery Tree Planting	505,000
Barton Skyway Development/Construction	8,069,000
	<u>9,374,000</u>

### Renewal and Replacement

#### General Fund

Roadside Systems (ETCS) Implementation		13,276,504
SH 71 Toll Facility Host Equipment	2,480,657	
SH 71 Toll Facility Host Project Mgmt and Test	3,606,935	
290 Toll Equipment	5,252,300	
GSC Support	1,305,763	
GEC Support	630,849	
Existing System Upgrades		
183A Zone Controllers		400,000
Shared Use Path Signage and Striping		295,000
Speed Limit Sign Revisions on 183A		60,000
Any Additional Safety Enhancements Identified as Needed		400,000
Metal Beam Guard Fence Improvements/ Cable Barrier Addition	\$3,089,000	<del>3,790,000</del>
290E Wall Improvements/Repairs	\$1,201,000	<del>500,000</del>
45 SW Speed Limit Signs		60,000
71 East Large Guide Signs		1,245,900
Slab Stabilization for 290E		400,000
183A Phase II Small Sign Replacement		1,518,400
183A ITS Retrofit Project #2		1,814,800
		<u>23,760,604</u>

#### MoPac General

MoPac Large Sign Replacement		1,476,800
		<u>1,476,800</u>
		<u>25,237,404</u>



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #10**

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Quarterly Project Updates

Strategic Plan Relevance: Stewardship, Service & Safety  
Department: Engineering  
Contact: Mike Sexton, Acting Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Projects under construction:

- A. 183A Phase III Project
- B. 183 North Mobility Project
- C. MoPac Cemetery Tree Planting Project
- D. Barton Skyway Ramp Relief Project

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
**AGENDA ITEM #11**

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Executive Director Board Report

Strategic Plan Relevance: Stewardship, Collaboration, Innovation, Service & Safety

Department: Executive

Contact: James M. Bass, Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Executive Director Report.

- A. Agency performance metrics.
  - i. Roadway Performance
  - ii. Call-Center Performance

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #12

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Executive Session

*Executive Session:*

Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #13

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Executive Session

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #14

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Executive Session

*Executive Session:*

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #15

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Executive Session

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

April 26, 2023  
AGENDA ITEM #16

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Adjourn Meeting

Adjourn Board Meeting.