



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Board of Directors Regular Meeting & Workshop

9:00 a.m.
Wednesday, June 26, 2019

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

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

MEETING AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

See Notes at the end of this agenda.

3. Approve the minutes from the May 29, 2019 Regular Board Meeting.
4. Approve office sharing agreements with Atkins North America, Inc. and WSP USA Inc.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the financial statements for May 2019.
6. Discuss and consider adoption of the Fiscal Year 2020 Operating Budget.
7. Approve a toll rate for the Bergstrom Expressway (183 South) Project.

8. Approve Amendment No. 1 to the Webber, LLC agreement to provide additional incentives for schedule acceleration on the Manor Expressway (290E) Phase III Project.
9. Award a construction contract for the Elroy Road Project.
10. Authorize the Executive Director to negotiate and execute an interlocal agreement with Camino Real Regional Mobility Authority for transaction processing, image review, and Pay By Mail billing services.
11. Approve an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology for the Mobility Authority's habitual violator enforcement program.

Briefings and Reports

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

12. Executive Director Board Report.
 - A. WSP USA Inc. agreement extension.
 - B. Presentation to Rollingwood council.
 - C. Meeting with Austin City Council member regarding projects.
 - D. SH 45SW Update.
 - E. Status on 183 South, Phase I.
 - F. Potential Loan for MoPac North.
 - G. 183A Phase III Public Hearing on June 13, 2019.

Executive Session

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:

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, as authorized by §551.071 (Consultation with Attorney).
15. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

WORKSHOP AGENDA

Presentations and discussions with no action on the following:

16. Board Workshop & Policy Discussion
 - A. Financial Forecast
 - i. Revenue/Expense Projections
 - ii. Reserve Funds
 - iii. Capital Improvement Plan
 - B. Strategic Initiatives
 - i. Park and Ride Program
 - ii. Future Mobility Authority Expansion: Surrounding Counties
 - C. Board Input/Direction
 - i. Approach to toll collection and discuss toll tag usage
 - ii. Board authorization for procurement of goods/services
 - iii. Actions requiring a Board determination
 - a. Review current list of Board Decision Items
 - D. Other Topics for Discussion or Future Consideration
 - i. Annual Audit/Annual Operating Budget – changes to process?
 - ii. Toll Rate Setting Policy
 - iii. Staffing Model (GEC/CTRMA staffing)
 - iv. Non-tolled transportation project development
 - v. Workforce Development
 - vi. Mobility Innovation/Future Technology Infrastructure (future ready)
 - vii. Different business lines permitted by statute (Utilities, Trails, Airports, etc.)
 - viii. Corporate Structure of the Agency - Succession planning for key positions, employee retention
 - ix. Regional Infrastructure Fund (reimbursement schedule to CAMPO)
 - x. AARO Primer on Transportation Planning/Funding
17. Closing remarks & Board direction on next Board Workshop.
18. Adjourn Board Meeting & Workshop.

Notes

Opportunity for Public Comment. At the beginning and at the end 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 should sign the speaker registration sheet before the beginning of the public comment period. 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.

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.

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 law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

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.

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.

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(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.

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #1

Welcome and opening remarks by the
Chairman and members of the Board of
Directors

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #2

Open Comment Period for Public Comment
& Public Comment on Agenda Items

Open Comment Period 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 CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

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's 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.

Board Action: None.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #3

Approve the minutes from the
May 29, 2019 Regular Board Meeting

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

Summary:

Approve the attached draft minutes for the May 29, 2019 Regular Board Meeting.

Backup provided: Draft minutes, May 29, 2019 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, May 29, 2019

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted May 24, 2019 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.

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

<https://mobilityauthority.swagit.com/play/05292019-770>

1. Welcome and opening remarks by the Chairman and the members of the Board of Directors

After noting that a quorum of the Board was present, Chairman Wilkerson called the meeting to order at 9:00 a.m. with the following Board members present: David Armbrust, Mark Ayotte, Mike Doss, John Langmore, Nikelle Meade and David Singleton.

2. Opportunity for public comment

No comments were offered.

Consent Agenda

Chairman Wilkerson moved Item No. 4 to the Regular Items and asked that acceptance of the monthly financial statements always be considered as a Regular Item in the future. At Board Member Langmore's request, Chairman Wilkerson also moved Item 8 to the Regular Items for discussion.

3. Approve the minutes from the April 24, 2019 Regular Board Meeting.

5. Award a contract for Human Resources Advisory Services.

ADOPTED AS: RESOLUTION NO. 19-020

6. **Approve and agreement with Cap Metro to shared closed-circuit TV feeds of Mobility Authority roadways.**

ADOPTED AS: RESOLUTION NO. 19-021

7. **Authorize the Executive Director to contract with Nortex Concrete lift and Stabilization, Inc. for concrete slab lifting and stabilization on the Manor Expressway (290E Toll).**

ADOPTED AS: RESOLUTION NO. 19-022

MOTION: Approve Item Nos. 3, 5, 6 & 7 under the consent agenda
RESULT: Approved (Unanimous); 7-0
MOTION: Mike Doss
SECONDED BY: Nikelle Meade
AYE: Wilkerson, Meade, Singleton, Armbrust, Langmore, Ayotte, Doss
NAY: None.

Regular Items

4. **Accept the financial statements for April 2019.**

MOTION: Accept the financial statements for April 2019
RESULT: Approved (Unanimous); 7-0
MOTION: John Langmore
SECONDED BY: Nikelle Meade
AYE: Wilkerson, Meade, Singleton, Armbrust, Langmore, Ayotte, Doss
NAY: None.

ADOPTED AS: RESOLUTION NO. 19-023

8. **Authorize the Executive Director to contract with Data Transfer Solutions, LLC for pavement condition and asset data collection services on Mobility Authority toll facilities.**

Presentation by Justin Word, P.E., Director of Engineering.

Board Member Langmore asked why information needed to be re-collected on certain Mobility Authority facilities. Mr. Word clarified that the intent is to periodically collect information on all Mobility Authority facilities to measure performance over time and determine any maintenance needs. The distinction in this case is that information will be collected for the first time on SH 45SW to establish a baseline whereas the vendor would be “re-collecting” data on older facilities where a baseline had already been established.

MOTION: Authorize the Executive Director to contract with Data Transfer Solutions, LLC for pavement condition and asset data collection services on Mobility Authority toll facilities.

RESULT: Approved (Unanimous); 7-0

MOTION: John Langmore

SECONDED BY: Mike Doss

AYE: Wilkerson, Meade, Singleton, Armbrust, Langmore, Ayotte, Doss

NAY: None.

ADOPTED AS: RESOLUTION NO. 19-024

9. Approve Amendment No. 4 to the Maintenance Services Contract with Kapsch TrafficComm USA, Inc.

Presentation by Tracie Brown, Director of Operations and Lisa Gauger, Project Manager, Kapsch answered questions.

No action was taken on this item. Following the presentation, Board Member Armbrust and Board Member Langmore requested additional information regarding annual key performance indicators and recovery of any potential damages. Chairman Wilkerson tabled this item to allow staff to revisit the issues and report back to the Board.

10. Award a contract for Pay By Mail receivables management services.

Chairman Wilkerson tabled this item for consideration at a future Board Meeting.

Briefing and Reports

11. Preliminary FY 2020 budget and process.

Presentation by Robert Goode, Deputy Executive Director, Bill Chapman, Chief Financial Officer and Tracie Brown, Director of Operations.

12. Value of Construction Engineering and Inspection Services.

Presentation by Justin Word, P.E., Direct of Engineering.

13. Pay By Mail update.

Presentation by Tracie Brown, Director of Operations.

14. Qualified Veteran Discount Program update.

Presentation by Tracie Brown, Director of Operations.

15. Movability Partnership.

Presentation by Mia Zmud, Mobility Innovation Manager and Lisa Kay Pfannenstiel, Executive Director, Movability Austin.

16. Executive Director Report.

A. Legislative update.

Presentation by Mike Heiligenstein, Executive Director, Michael Grimes, Partner, Imperium Public Affairs, and Brian Cassidy, Partner, Locke Lord LLP.

B. SH 45SW Opening.

Presentation by Mike Heiligenstein, Executive Director.

C. Board Workshop.

Presentation by Mike Heiligenstein, Executive Director.

D. Travis County Commissioner Court Presentation.

Presentation by Mike Heiligenstein, Executive Director.

E. Hays County Commissioners Court Presentation.

Presentation by Mike Heiligenstein, Executive Director.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced that the Board would not meet in Executive Session and tabled items 17 thru 19.

17. 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).

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

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

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 11:56 a.m.

20. Adjourn meeting



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #4

Approve Office Sharing Agreements with Atkins
North America, Inc. and WSP USA Inc.

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

The Mobility Authority is currently co-located with Atkins North America, Inc. and WSP USA Inc., its general engineering consultants (GEC), on the 3rd floor of the University Park office building located at 3300 N. IH-35, Austin Texas 78705 (University Park). This arrangement has proven beneficial for coordinating work efforts, facilitating meetings and promoting other workplace efficiencies.

As the Mobility Authority has added staff, space on the 3rd floor is no longer sufficient to house both Mobility Authority and GEC staff. To address this issue, the Mobility Authority amended its lease in April 2019 to add an additional 3,542 square feet of office space in Suite 625 of University Park.

In order to allow the GEC to continue to co-locate at University Park, the Executive Director now seeks Board approval of new office sharing agreements with Atkins North America, Inc. and WSP USA Inc. Under the new agreements, the rent for the additional space in Suite 625 will pass through to the GEC at the same rates as paid by the Mobility Authority.

Backup Provided: Draft Resolution
Draft Office Sharing Agreements
University Park Lease

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

RESOLUTION NO. 19-0XX

**APPROVING OFFICE SHARING AGREEMENTS
WITH ATKINS NORTH AMERICA, INC. AND WSP USA, INC.**

WHEREAS, the Mobility Authority is currently co-located with Atkins North America, Inc. and WSP USA Inc., its general engineering consultants (GEC), on the 3rd floor of the University Park office building located at 3300 N. IH-35, Austin Texas 78705 (University Park).; and

WHEREAS, having the GEC onsite has proven beneficial for coordinating work efforts, facilitating meetings and promoting other workplace efficiencies.; and

WHEREAS, the current space on the 3rd floor of University Park is no longer sufficient to house both Mobility Authority and GEC staff; and

WHEREAS, in April 2019, the Mobility Authority amended its lease to add an additional 3,542 square feet of office space in Suite 625 of University Park; and

WHEREAS, in order to allow the GEC to continue to co-locate at University Park, the Executive Director has negotiated new office sharing agreements with Atkins North America, Inc. and WSP USA Inc. at the same rental rates paid by the Mobility Authority which are attached hereto as Exhibit A and Exhibit B, respectively.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the office sharing agreements with Atkins North America, Inc. and WSP USA Inc. and directs the Executive Director to execute the office sharing agreements on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A and Exhibit B, as appropriate.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June, 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Atkins North America, Inc. Office Sharing Agreement

SUITE 625 OFFICE SHARING AGREEMENT

THIS AGREEMENT ("Agreement") is between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA")** and **ATKINS NORTH AMERICA, INC. ("Atkins")** and shall become effective on date it is signed by both parties, as established by the signature date noted below each signature.

RECITALS

WHEREAS, Atkins serves as a general engineering consultant to CTRMA under that certain "Agreement for General Consulting Civil Engineering Services" effective December 19, 2017 (the "GEC Agreement"), and provides services to CTRMA under the GEC Agreement for various CTRMA transportation projects throughout Central Texas:

WHEREAS, the parties acknowledge that CTRMA is the lessee under a written lease with UP Austin Holding, LP. (the "Landlord") for approximately 18,117 square feet of office space on floor three and 3,542 square feet of office space on floor six (the "Premises") of the building located at 3300 N. IH-35 Austin, Texas (the "Building") effective May 1, 2013, as amended by that certain Amendment 1 to Master Lease effective August 17, 2015, and that certain Amendment 2 to Master Lease effective April 24, 2019 (the "Master Lease"); and

WHEREAS, to facilitate providing services under the GEC Agreement, Atkins and CTRMA share certain space located in a portion of the Premises pursuant to that certain Office Sharing Agreement effective July 2, 2013 (the "Suite 300 Office Sharing Agreement"); and

WHEREAS, to facilitate providing services under the GEC Agreement, Atkins and CTRMA share certain space located in a portion of the Premises pursuant to that certain Suite 390 Office Sharing Agreement effective December 22, 2015 ("Suite 390 Office Sharing Agreement"); and

WHEREAS, Atkins has expressed interest in sharing a portion of the Premises located on floor six of the Building which portion is known as Suite 625 and consists of 3,542 square feet of office and related space leased by CTRMA (the "Suite 625"); and

WHEREAS, CTRMA and Atkins agree to the shared use of Suite 625 under the terms and conditions set forth in this Agreement and CTRMA agrees to grant Atkins the right to use fifteen (15) unreserved parking spaces in the parking facility associated with the Building (the "Parking Garage") under the terms set forth in this Agreement; and

WHEREAS, CTRMA and Atkins agree to terminate the Suite 390 Office Sharing Agreement effective immediately upon execution of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Suite 390 Office Sharing Agreement is hereby terminated for all purposes and the parties have no further rights or obligation thereunder except for those that expressly survive termination.
2. CTRMA hereby grants to Atkins the right to share in the use of Suite 625 beginning June 1, 2019. This Agreement and Atkins' right to use Suite 625 shall terminate on the earlier of: (A) the termination of the Master Lease with Landlord, (B) the termination of the GEC Agreement between CTRMA and Atkins, or (C) the date this Agreement is terminated by either party under section 7 or section 8 of this Agreement.
3. CTRMA hereby grants to Atkins the right to use fifteen (15) unreserved parking spaces in the Parking Garage. Payment for Atkins' use of such parking spaces is included in the monthly office-sharing fee.
4. Atkins' use of Suite 625 shall be for office purposes related to the services provided to CTRMA under the GEC Agreement. Suite 625 includes 3,542 square feet of space, consisting of workstations, conference rooms, a break room, an IT server room, and common entry space and hallways to be shared by Atkins, CTRMA and another general engineering consultant engaged by CTRMA. Although the parties contemplate that Atkins will be one of two primary users of the space, such use shall not be exclusive and CTRMA shall have access to and may coordinate shared use with Atkins of space within Suite 625 on an "as available basis" at the sole discretion of CTRMA. CTRMA will provide appropriate and adequate furniture, wiring, and audio visual requirements for each workstation, the conference rooms, break room, and entry area. CTRMA will also provide mailing/shipping services required in connection with the

provision of services by Atkins performed in Suite 625 pursuant to the GEC Agreement. Atkins use of Suite 625 shall be only for the purposes specified above and for no other purpose.

5. Atkins shall make no structural alterations or additions to Suite 625 without the prior written consent of CTRMA, which shall not be unreasonably withheld, and only after CTRMA has received approval for any structural alteration or addition from Landlord under the Master Lease; provided, however, any alterations or additions attached to or built into Suite 625 by Atkins (i) shall be and remain a part of Suite 625 and not be removed by Atkins; and (ii) shall be deemed the property of CTRMA for purposes of this Agreement. Notwithstanding the foregoing, CTRMA shall have the right to require Atkins to remove, upon the termination of this Agreement, any such alterations or additions, and restore Suite 625 to its condition prior to such alterations or additions. In addition, Atkins shall not move additional furniture or equipment into Suite 625 or remove any existing furniture or equipment from Suite 625 without the prior written consent of CTRMA, which consent shall not be unreasonably withheld. Atkins will keep Suite 625 in good order, including the common areas of Suite 625.

6. Atkins shall pay CTRMA the monthly office-sharing fee (the "Fee") established by Attachment 1 attached to this Agreement. The Fee will be paid to CTRMA no later than the 10th day of each month during the term of this Agreement. The Fee shall be subject to an annual evaluation and any changes in the Fee will be negotiated and agreed upon mutually by Atkins and CTRMA no less than sixty days prior to the anniversary of the effective date of this Agreement.

7. Atkins agrees that its officers, employees, contractors, agents, licensees, guests, and invitees (collectively, the "Atkins Individuals") shall abide by all requirements imposed on CTRMA by the Master Lease pertaining to the use of Suite 625 and by all rules and regulations of the Landlord applicable to the Premises, common areas, and grounds, including but not limited to compliance with the Rules and Regulations as set forth in the Master Lease.

8. Atkins and Atkins Individuals shall comply with all policies and procedures of CTRMA to the same extent and degree as CTRMA's employees, including facility and network access restrictions and safeguards for use of Suite 625 and the Property rules and regulations, to the same extent CTRMA is obligated to the Landlord under the Master Lease.

9. CTRMA or Atkins may terminate this Agreement at its convenience by providing no less than thirty (30) days written notice of termination to the other party. CTRMA or Atkins may immediately terminate this Agreement for cause if the other party defaults on any obligation under this Agreement, including without limitation the obligation to adhere to policies, procedures, and facility and network access restrictions and safeguards, after the terminating party provides written notice of the default and such default is not cured within seven (7) days after the date the terminating party delivers the notice of default to the defaulting party. Upon termination of this Agreement by either party for any reason Atkins shall vacate Suite 625, remove all personal property owned by Atkins or Atkins Individuals, and upon the request of CTRMA restore Suite 625 to the condition as of the commencement of this Agreement, with the exception of ordinary wear and tear, casualty or condemnation.

10. Nothing in this Office Sharing Agreement shall be construed or deemed to create an assignment or a sublease to Atkins of CTRMA's leasehold interest in Suite 625.

11. Atkins shall notify CTRMA of its full-time, onsite staff and any changes to the staff so that appropriate security measures can be managed. All other Atkins Individuals and visitors shall be required to follow normal check-in procedures at the reception area. All Atkins Individuals and visitors shall be required to comply with the terms and conditions of this Agreement.

12. Atkins shall assume all risk of loss, damage and injury to Atkins and any of the Atkins Individuals, and any property of any of the aforesaid, and hereby agrees, to the extent allowed by law, to indemnify and hold harmless CTRMA, its officers, employees, contractors, agents, invitees, and other visitors from and against liabilities, claims, losses, damages and expenses against CTRMA for any injury to or death of any person and/or damage to any property to the extent such liabilities, claims, losses, damages and expenses are caused by Atkins's use of Suite 625 or the Premises. Notwithstanding the foregoing, Atkins shall not be required to indemnify or hold harmless CTRMA for CTRMA's negligence or willful misconduct or the negligence or willful misconduct of CTRMA's officers, employees, or contractors.

13. Atkins shall not assign any rights or duties under this Agreement without the prior written consent of CTRMA. Unless otherwise stated in the written consent, no assignment will release or discharge Atkins from any obligation under this Agreement.

14. All notices, demands, requests, reports and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing, shall be sent to the notice address set forth below or such other address as designated in writing from time to time, and shall be deemed effective when delivered personally or

on the third (3rd) day after being sent by certified mail, return receipt requested, or on the first (1st) business day after being deposited with the overnight delivery service.

In the case of the Atkins:

Wendi Little, Corporate Facilities Leasing Manager
Atkins North America, Inc.
445 North Boulevard, Suite 330
Baton Rouge, LA 70802
Email: wendi.little@atkinsglobal.com

with a copy to:

Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Attention: General Counsel and Chief Financial Officer

In the case of CTRMA:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: mstein@ctrma.org

with a copy to:

Bill Chapman
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: wchapman@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

ATKINS NORTH AMERICA, INC.

By: *Susan Reinhardt*
Name: Susan Reinhardt
Title: Chief Financial Officer
Date: 5/31/2019

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
 Suite 625 - Additional CTRMA Space
 Central Texas Regional Mobility Authority

Year	Payment Dates	Rent per SF (Annual)	Fixed Office Sharing Fee (Monthly)	Estimated Operating Expense (Monthly)	Total Office Sharing Fee Without Stipend (Monthly)	Build out and Furniture Expenses (Monthly)	Office Sharing Fee (Monthly)	Atkins Monthly Office Sharing Fee
1	6/1/19 - 5/31/20	\$ 33.00	\$ 9,741	\$ 5,216	\$ 14,956	\$ 2,010.53	\$ 16,967	\$ 8,483
2	6/1/20 - 5/31/21	\$ 33.99	\$ 10,033	\$ 5,372	\$ 15,405	\$ 2,010.53	\$ 17,415	\$ 8,708
3	6/1/21 - 5/31/22	\$ 35.01	\$ 10,334	\$ 5,533	\$ 15,867	\$ 2,010.53	\$ 17,877	\$ 8,939
4	6/1/22 - 5/31/23	\$ 36.06	\$ 10,644	\$ 5,699	\$ 16,343	\$ 2,010.53	\$ 18,353	\$ 9,177

Total SF 3,542
 Atkins SF 1,771
 OPEX(2019) \$17.67
 Buildout + furniture \$96,505.32

* Fee will be subject to an annual evaluation and any changes in the fee will be negotiated and agreed upon mutually by Atkins and CTRMA.

Exhibit B

WSP USA, Inc. Office Sharing Agreement

SUITE 625 OFFICE SHARING AGREEMENT

THIS AGREEMENT ("Agreement") is between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** ("CTRMA") and **WSP USA INC.** ("WSP") and shall become effective on the date it is signed by both parties, as established by the signature date noted below each signature.

RECITALS

WHEREAS, WSP serves as a general engineering consultant to CTRMA under that certain "Agreement for General Consulting Civil Engineering Services" effective July 1, 2016 (the "GEC Agreement"), and provides services to CTRMA under the GEC Agreement for various CTRMA transportation projects throughout Central Texas:

WHEREAS, the parties acknowledge that CTRMA is the lessee under a written lease with UP Austin Holding, LP. (the "Landlord") for approximately 18,117 square feet of office space on floor three and 3,542 square feet of office space on floor six (the "Premises") of the building located at 3300 N. IH-35, Austin, Texas (the "Building") effective May 1, 2013, as amended by that certain Amendment 1 to Master Lease effective August 17, 2015, and that certain Amendment 2 to Master Lease effective April 24, 2019 (the "Master Lease"); and

WHEREAS, to facilitate providing services under the GEC Agreement, WSP and CTRMA share certain space located in a portion of the Premises pursuant to that certain Office Sharing Agreement effective September 1, 2016 (the "Suite 300 Office Sharing Agreement"); and

WHEREAS, WSP has expressed interest in sharing a portion of the Premises located on floor six of the Building which portion is known as Suite 625, and consists of 3,542 square feet of office and related space leased by CTRMA (the "Suite 625"); and

WHEREAS, CTRMA and WSP agree to the shared use of Suite 625 under the terms and conditions set forth in this Agreement and CTRMA agrees to grant WSP the right to use sixteen (16) unreserved parking spaces in the parking facility associated with the Building (the "Parking Garage") under the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. CTRMA hereby grants to WSP the right to share in the use of Suite 625 beginning June 3, 2019. This Agreement and WSP's right to use Suite 625 shall terminate on the earlier of: (A) the termination of the Master Lease with Landlord, (B) the termination of the GEC Agreement between CTRMA and WSP, or (C) the date this Agreement is terminated by either party under section 7 or section 8 of this Agreement.
2. CTRMA hereby grants to WSP the right to use sixteen (16) unreserved parking spaces in the Parking Garage. Payment for WSP's use of such parking spaces is included in the monthly office-sharing fee.
3. WSP's use of Suite 625 shall be for office purposes related to the services provided to CTRMA under the GEC Agreement. Suite 625 includes 3,542 square feet of space, consisting of workstations, conference rooms, a break room, an IT server room, and common entry space and hallways to be shared by WSP, CTRMA and another general engineering consultant engaged by CTRMA. Although the parties contemplate that WSP will be one of two primary users of the space, such use shall not be exclusive and CTRMA shall have access to and may coordinate shared use with WSP of space within Suite 625 on an "as available basis" at the sole discretion of CTRMA. CTRMA will provide appropriate and adequate furniture, wiring, and audio visual requirements for each workstation, the conference rooms, break room, and entry area. CTRMA will also provide mailing/shipping services required in connection with the provision of services by WSP performed in Suite 625 pursuant to the GEC Agreement. WSP's use of Suite 625 shall be only for the purposes specified above and for no other purpose.
4. WSP shall make no structural alterations or additions to Suite 625 without the prior written consent of CTRMA, which shall not be unreasonably withheld, and only after CTRMA has received approval for any structural alteration or addition from Landlord under the Master Lease; provided, however, any alterations or additions attached to or built into Suite 625 by WSP (i) shall be and remain a part of Suite 625 and not be removed by WSP; and (ii) shall be deemed to be the property of CTRMA for purposes of this Agreement. Notwithstanding the foregoing, CTRMA shall have the right to require WSP to remove, upon the termination of this Agreement, any such alterations or additions, and restore Suite 625 to its condition prior to such alterations or additions. In addition, WSP shall not move additional furniture or

equipment into Suite 625 or remove any existing furniture or equipment from Suite 625 without the prior written consent of CTRMA which consent shall not be unreasonably withheld. WSP will keep Suite 625 in good order, including the common areas of Suite 625.

5. WSP shall pay CTRMA the monthly office-sharing fee (the "Fee") established by Attachment 1 attached to this Agreement. The Fee will be paid to CTRMA no later than the 10th day of each month during the term of this Agreement. The Fee shall be subject to an annual evaluation and any changes in the Fee will be negotiated and agreed upon mutually by WSP and CTRMA no less than sixty days prior to the anniversary of the effective date of this Agreement.

6. WSP agrees that its officers, employees, contractors, agents, licensees, guests, and invitees (collectively, the "WSP Individuals") shall abide by all requirements imposed on CTRMA by the Master Lease pertaining to the use of Suite 625 and by all rules and regulations of the Landlord applicable to the Premises, common areas, and grounds, including but not limited to compliance with the Rules and Regulations as set forth in the Master Lease.

7. WSP and WSP Individuals shall comply with all policies and procedures of CTRMA to the same extent and degree as CTRMA's employees, including facility and network access restrictions and safeguards for use of Suite 625 and the Property rules and regulations, to the same extent CTRMA is obligated to the Landlord under the Master Lease.

8. CTRMA or WSP may terminate this Agreement at its convenience by providing no less than thirty (30) days written notice of termination to the other party. CTRMA or WSP may immediately terminate this Agreement for cause if the other party defaults on any obligation under this Agreement, including without limitation the obligation to adhere to policies, procedures, and facility and network access restrictions and safeguards, after the terminating party provides written notice of the default and such default is not cured within seven (7) days after the date the terminating party delivers the notice of default to the defaulting party. Upon termination of this Agreement by either party for any reason WSP shall vacate Suite 625, remove all personal property owned by WSP or WSP Individuals, and upon the request of CTRMA restore Suite 625 to the condition as of the commencement of this Agreement, with the exception of ordinary wear and tear, casualty or condemnation.

9. Nothing in this Office Sharing Agreement shall be construed or deemed to create an assignment or a sublease to WSP of CTRMA's leasehold interest in Suite 625.

10. WSP shall notify CTRMA of its full-time, onsite staff and any changes to the staff so that appropriate security measures can be managed. All other WSP Individuals and visitors shall be required to follow normal check-in procedures at the reception area. All WSP Individuals and visitors shall be required to comply with the terms and conditions of this Agreement

11. WSP shall assume all risk of loss, damage and injury to WSP and any of the WSP Individuals, and any property of any of the aforesaid, and hereby agrees, to the extent allowed by law, to indemnify and hold harmless CTRMA, its officers, employees, contractors, agents, invitees, and other visitors from and against liabilities, claims, losses, damages and expenses against CTRMA for any injury to or death of any person and/or damage to any property to the extent such liabilities, claims, losses, damages and expenses are caused by WSP's use of Suite 625 or the Premises. Notwithstanding the foregoing, WSP shall not be required to indemnify or hold harmless CTRMA for CTRMA's negligence or willful misconduct or the negligence or willful misconduct of CTRMA's officers, employees, or contractors.

12. WSP shall not assign any rights or duties under this Agreement without the prior written consent of CTRMA. Unless otherwise stated in the written consent, no assignment will release or discharge WSP from any obligation under this Agreement.

13. All notices, demands, requests, reports and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing, shall be sent to the notice address set forth below or such other address as designated in writing from time to time and shall be deemed effective when delivered personally or on the third (3rd) day after being sent by certified mail, return receipt requested, or on the first (1st) business day after being deposited with the overnight delivery service.

In the case of WSP:

Attention: Senior Vice President, Global Services
Attention: General Counsel
WSP USA Inc.
One Penn Plaza
New York, NY 10119
Email: Suzanne.puccino@wsp.com
Stephen.Dale@wsp.com

In the case of CTRMA:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: mstein@ctrma.org

with a copy to:


Bill Chapman
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: wchapman@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

WSP USA INC

By: 
Name: Suzanne Puccino
Title: Senior Vice President
Date: June 3, 2019

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
Suite 625 - Additional CTRMA Space
Central Texas Regional Mobility Authority

Year	Payment Dates	Rent per SF (Annual)	Fixed Office Sharing Fee (Monthly)	Estimated Operating Expense (Monthly)	Total Office Sharing Fee Without Stipend (Monthly)	Build out and Furniture Expenses (Monthly)	Office Sharing Fee (Monthly)	WSP Monthly Office Sharing Fee
1	6/1/19 - 5/31/20	\$ 33.00	\$ 9,741	\$ 5,216	\$ 14,956	\$ 2,010.53	\$ 16,967	\$ 8,483
2	6/1/20 - 5/31/21	\$ 33.99	\$ 10,033	\$ 5,372	\$ 15,405	\$ 2,010.53	\$ 17,415	\$ 8,708
3	6/1/21 - 5/31/22	\$ 35.01	\$ 10,334	\$ 5,533	\$ 15,867	\$ 2,010.53	\$ 17,877	\$ 8,939
4	6/1/22 - 5/31/23	\$ 36.06	\$ 10,644	\$ 5,699	\$ 16,343	\$ 2,010.53	\$ 18,353	\$ 9,177

Total SF 3,542
WSP SF 1,771
OPEX(2019) \$17.67
Buildout + furniture \$96,505.32

* Fee will be subject to an annual evaluation and any changes in the fee will be negotiated and agreed upon mutually by WSP and CTRMA.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #5

Accept the financial statements
for May 2019

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for May 2019.

Backup provided: Financial statements May 2019
Draft Resolution

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

RESOLUTION NO. 19-0XX

ACCEPT THE FINANCIAL STATEMENTS FOR MAY 2019

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

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	73,700,000	74,095,793	100.54%	62,956,986
Video Tolls	17,587,500	17,487,588	99.43%	13,760,250
Fee Revenue	6,762,500	5,206,446	76.99%	4,901,689
Total Operating Revenue	98,050,000	96,789,827	98.71%	81,618,926
Other Revenue				
Interest Income	950,000	4,760,203	501.07%	2,247,926
Grant Revenue	-	4,837,102	-	15,870,775
Misc Revenue	2,000	37,200	1860.00%	1,350
Gain/Loss on Sale of Asset	-	4,348	-	-
Total Other Revenue	952,000	9,638,852	1012.48%	18,120,052
TOTAL REVENUE	\$99,002,000	\$106,428,679	107.50%	99,738,978
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,138,603	3,643,648	88.04%	3,208,633
Salary Reserve	80,000	-	-	-
TCDRS	579,405	452,087	78.03%	437,535
FICA	190,792	154,589	81.03%	143,371
FICA MED	65,880	49,056	74.46%	46,202
Health Insurance Expense	391,184	351,639	89.89%	308,911
Life Insurance Expense	11,165	6,616	59.26%	6,993
Auto Allowance Expense	10,200	8,925	87.50%	9,350
Other Benefits	136,476	154,970	113.55%	122,597
Unemployment Taxes	4,212	543	12.90%	4,233
Total Salaries and Benefits	5,607,917	4,822,073	85.99%	4,287,825

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	7,762	77.62%	7,305
Auditing	125,000	74,571	59.66%	29,500
Human Resources	35,000	34,679	99.08%	29,677
Legal	-	-	-	28,983
IT Services	174,000	111,058	63.83%	119,905
Internet	4,550	4,961	109.03%	4,209
Software Licenses	85,700	48,609	56.72%	32,418
Cell Phones	16,100	15,592	96.85%	14,105
Local Telephone Service	12,000	7,721	64.34%	11,944
Overnight Delivery Services	500	93	18.57%	680
Local Delivery Services	600	87	14.51%	23
Copy Machine	24,000	14,730	61.38%	13,041
Repair & Maintenance-General	15,500	5,226	33.72%	1,147
Community Meeting/ Events	15,000	-	-	-
Meeting Expense	16,000	8,568	53.55%	7,222
Public Notices	100	-	-	25
Toll Tag Expense	3,150	2,496	79.23%	2,837
Parking / Local Ride Share	1,800	1,464	81.31%	595
Mileage Reimbursement	9,900	3,052	30.83%	5,123
Insurance Expense	251,000	173,225	69.01%	160,200
Rent Expense	650,000	509,776	78.43%	484,363
Building Parking	-	3,225	-	-
Legal Services	396,500	234,836	59.23%	219,349
Total Administrative and Office Expenses	1,846,400	1,261,729	68.33%	1,172,651
Office Supplies				
Books & Publications	5,700	4,183	73.38%	880
Office Supplies	16,000	10,216	63.85%	10,416
Misc Office Equipment	-	12,302	-	-
Computer Supplies	152,550	45,873	30.07%	12,388
Copy Supplies	3,000	1,557	51.89%	1,476
Other Reports-Printing	8,000	3,627	45.33%	-
Office Supplies-Printed	2,600	3,163	121.66%	1,833
Misc Materials & Supplies	750	-	-	-
Postage Expense	800	382	47.79%	367
Total Office Supplies	189,400	81,302	42.93%	27,359

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	55,000	60,524	110.04%	19,804
Website Maintenance	100,300	36,771	36.66%	32,311
Research Services	450,000	(56,385)	-12.53%	179,589
Communications and Marketing	800,000	383,122	47.89%	170,896
Advertising Expense	821,500	876,372	106.68%	468,962
Direct Mail	15,800	31,663	200.40%	726
Video Production	258,820	98,879	38.20%	8,913
Photography	12,500	5,789	46.31%	5,857
Radio	75,000	77,896	103.86%	12,153
Other Public Relations	60,000	73,693	122.82%	38,448
Promotional Items	20,000	6,470	32.35%	163
Displays	5,000	-	-	2,124
Annual Report printing	5,000	4,430	88.60%	-
Direct Mail Printing	5,000	4,261	85.21%	-
Other Communication Expenses	70,000	10,312	14.73%	53,713
Total Communications and Public Relations	2,753,920	1,613,797	58.60%	993,658
Employee Development				
Subscriptions	3,050	1,321	43.32%	1,559
Agency Memberships	53,500	42,485	79.41%	37,287
Continuing Education	15,500	385	2.48%	874
Professional Development	19,000	11,686	61.50%	11,214
Other Licenses	1,700	283	16.64%	248
Seminars and Conferences	41,000	24,170	58.95%	19,032
Travel	70,000	83,958	119.94%	45,668
Total Employee Development	203,750	164,288	80.63%	115,882
Financing and Banking Fees				
Trustee Fees	45,000	42,738	94.97%	38,188
Bank Fee Expense	6,500	2,409	37.06%	4,532
Continuing Disclosure	15,000	3,500	23.33%	9,812
Arbitrage Rebate Calculation	13,000	8,395	64.58%	8,355
Rating Agency Expense	30,000	16,000	53.33%	15,500
Total Financing and Banking Fees	109,500	73,042	66.70%	76,386
Total Administrative	5,102,970	3,194,157	62.59%	2,385,936

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	169,000	158,015	93.50%	119,343
GEC-Financial Planning Support	51,000	74,538	146.15%	-
GEC-Toll Ops Support	249,786	180,423	72.23%	-
GEC-Roadway Ops Support	1,129,978	524,812	46.44%	500,556
GEC-Technology Support	857,428	544,842	63.54%	2,106
GEC-Public Information Support	120,000	9,876	8.23%	81,429
GEC-General Support	1,443,568	1,103,337	76.43%	961,252
General System Consultant	500,000	368,850	73.77%	249,759
Traffic Modeling	590,000	109,764	18.60%	169,584
Traffic and Revenue Consultant	150,000	162,442	108.29%	180,555
Total Operations and Maintenance Consulting	5,260,760	3,236,899	61.53%	2,264,584
Roadway Operations and Maintenance				
Roadway Maintenance	4,507,900	2,286,951	50.73%	2,553,626
Signal & Illumination Maint	-	-	-	12,554
Maintenance Supplies-Roadway	117,800	18,976	16.11%	91,020
Tools & Equipment Expense	1,000	498	49.76%	301
Gasoline	18,700	13,448	71.91%	13,290
Repair & Maintenance-Vehicles	6,500	4,355	66.99%	3,879
Roadway Operations	-	-	-	10,767
Electricity - Roadways	200,000	138,317	69.16%	133,090
Total Roadway Operations and Maintenance	4,851,900	2,462,544	50.75%	2,818,528
Toll Processing and Collection Expense				
Image Processing	3,200,000	1,310,839	40.96%	1,840,590
Tag Collection Fees	6,633,000	5,012,654	75.57%	5,967,967
Court Enforcement Costs	49,080	7,875	16.05%	28,525
DMV Lookup Fees	500	874	174.74%	381
Total Processing and Collection Expense	9,882,580	6,332,242	64.07%	7,837,463

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,000	1,228	61.41%	382
Fire and Burglar Alarm	500	370	74.02%	370
Refuse	1,500	1,218	81.17%	1,255
Telecommunications	120,000	50,758	42.30%	66,928
Water - Irrigation	10,000	3,390	33.90%	4,108
Electricity	2,500	1,058	42.31%	1,391
ETC spare parts expense	50,000	5,573	11.15%	-
Repair & Maintenance Toll Equip	5,000	-	-	-
Law Enforcement	290,000	184,663	63.68%	263,459
ETC Maintenance Contract	1,988,386	1,493,468	75.11%	1,331,432
ETC Toll Management Center System Operation	360,000	-	-	1,364
ETC Development	1,636,000	682,468	41.72%	-
ETC Testing	100,000	52,536	52.54%	-
Total Toll Operations Expense	4,565,886	2,476,730	54.24%	1,670,690
Total Operations and Maintenance	24,561,126	14,508,415	59.07%	14,591,265
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	123,191	83.24%	576,280
Special Projects	500,000	61,931	12.39%	-
71 Express Net Revenue Payment	3,635,405	3,362,688	92.50%	3,048,844
Customer Relations	-	465,504	-	-
Technology Task Force	650,000	168,043	25.85%	-
Other Contractual Svcs	150,000	183,048	122.03%	93,655
Contingency	250,000	-	-	828
Total Special Projects and Contingencies	5,333,405	4,364,404	81.83%	3,719,607

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

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	487,699	404,818	83.01%	465,269
Amort Expense - Refund Savings	1,027,860	956,523	93.06%	950,428
Dep Exp- Furniture & Fixtures	3,014	2,396	79.49%	2,396
Dep Expense - Equipment	15,999	14,666	91.67%	15,423
Dep Expense - Autos & Trucks	37,437	26,002	69.46%	18,606
Dep Expense-Buildng & Toll Fac	176,748	151,708	85.83%	162,111
Dep Expense-Highways & Bridges	22,541,478	20,839,101	92.45%	19,359,487
Dep Expense-Toll Equipment	2,485,026	2,466,863	99.27%	2,264,896
Dep Expense - Signs	326,893	298,735	91.39%	298,735
Dep Expense-Land Improvemts	884,934	811,190	91.67%	811,190
Depreciation Expense-Computers	20,317	9,234	45.45%	16,340
Total Non Cash Expenses	28,007,405	25,981,236	92.77%	24,364,881
Total Other Expenses	33,340,810	30,345,640	91.02%	28,084,487
Non Operating Expenses				
Bond issuance expense	1,413,508	2,462,776	174.23%	207,857
Loan Fee Expense	-	47,619	-	-
Interest Expense	40,371,558	31,377,645	77.72%	29,090,285
CAMPO RIF Payment	2,000,000	2,000,000	100.00%	-
Community Initiatives	275,000	63,942	23.25%	51,000
Total Non Operating Expenses	44,060,066	35,951,981	81.60%	29,349,142
TOTAL EXPENSES	\$112,672,889	\$88,822,266	78.83%	\$78,698,655
Net Income	(\$13,670,889)	\$17,606,413		21,040,322

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

	as of 05/31/2019	as of 05/31/2018
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 121,957	\$ 446,254
Cash in TexStar	233,727	251,521
Regions Payroll Account	128,172	157,641
Restricted Cash		
Goldman Sachs FSGF 465	266,923,742	146,801,147
Restricted Cash - TexSTAR	143,068,941	137,201,431
Overpayments account	423,211	199,910
Total Cash and Cash Equivalents	410,899,750	285,057,904
Accounts Receivable		
Accounts Receivable	1,141,083	-
Due From Other Agencies	49,203	3,928
Due From TTA	360,451	442,315
Due From NTTA	771,857	642,857
Due From HCTRA	1,045,021	2,760,733
Due From TxDOT	1,009,268	690,220
Interest Receivable	584,076	317,339
Total Receivables	4,960,959	4,857,392
Short Term Investments		
Treasuries	10,016,461	-
Agencies	149,282,357	114,889,651
Total Short Term Investments	159,298,818	114,889,651
Total Current Assets	575,159,527	404,804,947
Total Construction in Progress	755,680,744	755,741,499
Fixed Assets (Net of Depreciation and Amortization)		
Computers	20,899	31,826
Computer Software	624,474	922,245
Furniture and Fixtures	10,237	12,850
Equipment	4,706	20,705
Autos and Trucks	71,768	61,737
Buildings and Toll Facilities	4,961,991	5,128,428
Highways and Bridges	876,947,265	745,160,170
Toll Equipment	16,235,625	13,725,099
Signs	10,393,689	10,631,727
Land Improvements	8,927,815	9,812,749
Right of way	88,149,606	88,149,606
Leasehold Improvements	122,862	137,572
Total Fixed Assets	1,006,470,937	873,794,716
Other Assets		
Intangible Assets-Net	102,509,539	103,566,074
2005 Bond Insurance Costs	4,092,241	4,305,750
Prepaid Insurance	215,431	61,679
Prepaid Expenses	275	-
Deferred Outflows (pension related)	290,396	711,563
Pension Asset	826,397	355,139
Total Other Assets	107,934,279	109,000,204
Total Assets	\$ 2,445,245,487	\$ 2,143,341,366

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

	as of 05/31/2019	as of 05/31/2018
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 13,478	\$ 437,058
Construction Payable	927,356	2,397,000
Overpayments	426,272	202,715
Interest Payable	23,073,292	21,614,552
Deferred Compensation Payable	142	142
TCDRS Payable	63,370	57,112
Due to other Agencies	4,089,439	2,016,118
Due to TTA	1,115,281	1,034,390
Due to NTTA	173,958	58,966
Due to HCTRA	160,786	144,815
Due to Other Entities	880,190	3,051,405
71E TxDOT Obligation - ST	1,072,587	960,164
Total Current Liabilities	31,996,150	31,974,437
Long Term Liabilities		
Compensated Absences	541,425	182,441
Deferred Inflows (pension related)	278,184	286,449
Long Term Payables	819,609	468,891
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	76,853,457	73,161,491
Senior Lien Revenue Bonds 2011	16,321,716	15,345,001
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	-
Sn Lien Rev Bnd Prem/Disc 2013	6,450,208	8,257,828
Sn Lien Revenue Bnd Prem 2015	19,680,552	20,877,057
Sn Lien Put Bnd Prem 2015	2,018,129	3,881,433
Senior lien premium 2016 revenue bonds	47,737,406	52,057,655
Sn Lien Revenue Bond Premium 2018	3,971,725	-
Total Senior Lien Revenue Bonds	1,079,388,193	1,039,070,465
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANs 2018	46,020,000	-
Sub Refunding 2013 Prem/Disc	1,428,042	1,872,638
Sub Refunding 2016 Prem/Disc	8,369,155	9,227,231
Sub Lien BANS 2018 Premium	1,366,927	-
Total Sub Lien Revenue Bonds	229,384,124	185,934,869
Other Obligations		
TIFIA Note 2015	229,149,598	51,842,830
TIFIA Note 2019	50,000	-
SIB Loan 2015	32,926,872	31,648,291
State Highway Fund Loan 2015	32,926,902	31,648,321
State 455W Loan	55,000,000	22,080,000
71E TxDOT Obligation - LT	62,332,058	65,000,000
Regions 2017 MoPAC Note	24,990,900	17,000,000
Total Other Obligations	437,376,329	219,219,441
Total Long Term Liabilities	1,746,968,256	1,444,693,666
Total Liabilities	<u>1,778,964,406</u>	<u>1,476,668,103</u>

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

	as of 05/31/2019	as of 05/31/2018
	NET ASSETS	
Contributed Capital	121,202,391	136,725,550
Net Assets Beginning	527,520,601	508,907,391
Current Year Operations	<u>17,558,088</u>	<u>21,040,322</u>
Total Net Assets	<u>666,281,081</u>	<u>666,673,263</u>
Total Liabilities and Net Assets	<u>\$ 2,445,245,487</u>	<u>\$ 2,143,341,366</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of May 31, 2019

Cash flows from operating activities:

Receipts from toll revenues	\$	97,179,404
Receipts from other fees		37,200
Receipts from interest income		(391,591)
Payments to vendors		(26,621,746)
Payments to employees		(4,596,227)
Net cash flows provided by (used in) operating activities		65,607,038

Cash flows from capital and related financing activities:

Proceeds from notes payable		313,901,799
Refunding of bonds		(2,241,665)
Receipts from Department of Transportation		4,673,159
Payments on principal		(9,868,520)
Interest payments		(51,271,862)
Acquisition of capital assets		(316,281)
Acquisitions of construction in progress		(132,046,017)
Net cash flows provided by (used in) capital and related financing activities		122,830,613

Cash flows from investing activities:

Interest income		1,126,177
Purchase of investments		(373,565,453)
Proceeds from sale or maturity of investments		282,427,962
Net cash flows provided by (used in) investing activities		(90,011,314)
Net increase (decrease) in cash and cash equivalents		98,426,337
Cash and cash equivalents at beginning of period		169,170,746
Cash and cash equivalents at end of period	\$	267,597,083

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

Operating income	\$	43,225,158
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		25,024,713
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(223,008)
(Increase) decrease in prepaid expenses and other assets		(169,188)
(Decrease) increase in accounts payable		(3,251,861)
Increase (decrease) in accrued expenses		1,001,224
Total adjustments		22,381,880
Net cash flows provided by (used in) operating activities	\$	65,607,038

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	673,341
Restricted cash and cash equivalents		266,923,742
Total	\$	267,597,083

INVESTMENTS by FUND

		Balance May 31, 2019	
Renewal & Replacement Fund			
TexSTAR	396,656.47		TexSTAR 143,302,667.21
Goldman Sachs	14,853.17		Goldman Sachs 261,903,054.07
Agencies/ Treasuries		411,509.64	Agencies & Treasury Notes 159,298,817.21
Grant Fund			\$ 564,504,538.49
TexSTAR	4,381,075.89		
Goldman Sachs	541,194.17		
Agencies/ Treasuries	4,982,195.60	9,904,465.66	
Senior Debt Service Reserve Fund			
TexSTAR	5,891,063.16		
Goldman Sachs	46,907,158.29		
Agencies/ Treasuries	29,902,944.00	82,701,165.45	
2010 Senior Lien DSF			
Goldman Sachs	3,202,616.23		
TexSTAR		3,202,616.23	
2011 Debt Service Acct			
Goldman Sachs	775,660.34	775,660.34	
2013 Sr Debt Service Acct			
Goldman Sachs	4,200,278.79	4,200,278.79	
2013 Sub Debt Service Account			
Goldman Sachs	3,044,782.11	3,044,782.11	
2015 Sr Capitalized Interest			
Goldman Sachs	1.27	32,346,888.69	
TexSTAR	32,346,887.42		
2015B Debt Service Account			
Goldman Sachs	1,439,628.66	1,439,628.66	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	8,210,995.00	8,210,995.00	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	1,573,225.78	1,573,225.78	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	1,883,977.67		
Agencies/ Treasuries	4,982,195.60	6,866,173.27	
Operating Fund			
TexSTAR	233,726.57		
TexSTAR-Trustee	3,265,441.58		
Goldman Sachs	140,503.00	3,639,671.15	
Revenue Fund			
Goldman Sachs	998,560.58	998,560.58	
General Fund			
TexSTAR	25,626,019.22		
Goldman Sachs	24,985,325.63	90,458,314.85	
Agencies/ Treasuries	39,846,970.00		
2013 Sub Debt Service Reserve Fund			
TexSTAR	5,196,450.86		
Goldman Sachs	3,586,482.88	8,782,933.74	
71E Revenue Fund			
Goldman Sachs	7,686,150.68	7,686,150.68	
MoPac Revenue Fund			
Goldman Sachs	1,584,531.81	1,584,531.81	
MoPac Construction Fund			
Goldman Sachs	6,090,021.64	6,090,021.64	
MoPac General Fund			
Goldman Sachs	7,387,563.55	7,387,563.55	
MoPac Operating Fund			
Goldman Sachs	1,229,325.38	1,229,325.38	
MoPac Loan Repayment Fund			
Goldman Sachs	-	0.00	
2015B Project Account			
Goldman Sachs	10,397,755.40		
Agencies/ Treasuries	29,922,484.76		
TexSTAR	1,189,949.83	41,510,189.99	
2015 TIFIA Project Account			
Goldman Sachs	44,518,257.42		
TexSTAR	49,024,297.62		
Agencies/ Treasuries	49,662,027.25	143,204,582.29	
2011 Sr Financial Assistance Fund			
Goldman Sachs	4.25	15,751,102.84	
TexSTAR	15,751,098.59		
2018 Sr Lien Project Cap I			
Goldman Sachs	7,840,134.61	7,840,134.61	
2018 Sr Lien Project Account			
Goldman Sachs	39,425,192.76	39,425,192.76	
2018 Sub Lien Project Account			
Goldman Sachs	20,110,672.53	20,110,672.53	
2018 Sub Debt Service Account			
Goldman Sachs	769,447.72	769,447.72	
2019 TIFIA Sub Lien Project Account			
Goldman Sachs	50,093.39	50,093.39	
45SW Project Fund			
Goldman Sachs	13,308,659.36	13,308,659.36	
		<u>13,308,659.36</u>	
		<u>\$ 564,504,538.49</u>	

CTRMA INVESTMENT REPORT

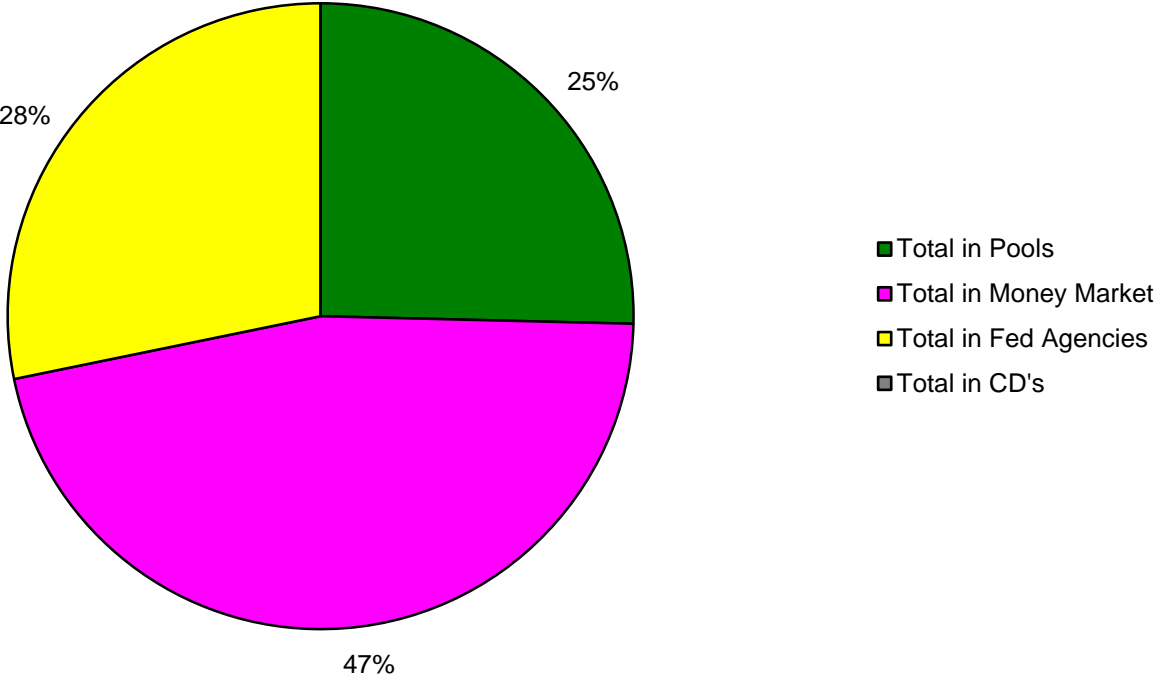
	Month Ending 5/31/19					Rate May	
	Balance 5/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 5/31/2019
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	15,718,993.27			32,105.32		15,751,098.59	2.4048%
2013 Sub Lien Debt Service Reserve General Fund	5,185,859.00 25,573,785.98			10,591.86 52,233.24		5,196,450.86 25,626,019.22	2.4048%
Trustee Operating Fund	2,259,840.54	2,000,000.00		5,601.04	1,000,000.00	3,265,441.58	2.4048%
Renewal and Replacement Grant Fund	395,847.95 4,372,145.99			808.52 8,929.90		396,656.47 4,381,075.89	2.4048%
Senior Lien Debt Service Reserve Fund	5,879,055.47			12,007.69		5,891,063.16	2.4048%
2015A Sr Ln Project Cap Interest	32,280,955.09			65,932.33		32,346,887.42	2.4048%
2015B Sr Ln Project	1,187,524.37			2,425.46		1,189,949.83	2.4048%
2015C TIFIA Project	48,924,371.91			99,925.71		49,024,297.62	2.4048%
	141,778,379.57	2,000,000.00		290,561.07	1,000,000.00	143,068,940.64	
Amount in TexStar Operating Fund	233,184.71	1,000,000.00		541.86	1,000,000.00	233,726.57	2.4048%
Goldman Sachs							
Operating Fund	86,608.74	2,055,284.45		168.10	2,001,558.29	140,503.00	2.3209%
45SW Project Fund	14,836,568.80			29,415.54	1,557,324.98	13,308,659.36	2.3209%
2015B Project Account	10,377,706.04			20,049.36		10,397,755.40	2.3209%
2015C TIFIA Project Account	54,717,532.64			71,175.27	10,270,450.49	44,518,257.42	2.3209%
2011 Sr Financial Assistance Fund	4.24			0.01		4.25	2.3209%
2010 Senior DSF	2,562,542.67	635,693.41		4,380.15		3,202,616.23	2.3209%
2011 Senior Lien Debt Service Acct	774,164.68			1,495.66		775,660.34	2.3209%
2013 Senior Lien Debt Service Acct	3,365,894.30	828,625.46		5,759.03		4,200,278.79	2.3209%
2013 Sub Debt Service Reserve Fund	3,579,567.26			6,915.62		3,586,482.88	2.3209%
2013 Subordinate Debt Service Acct	2,442,970.04	597,628.76		4,183.31		3,044,782.11	2.3209%
2015 Sr Capitalized Interest	1.27			0.00		1.27	2.3209%
2015B Debt Service Acct	1,152,998.40	284,658.21		1,972.05		1,439,628.66	2.3209%
2016 Sr Lien Rev Refunding Debt Service Account	7,027,865.25	1,170,602.87		12,526.88		8,210,995.00	2.3209%
2016 Sub Lien Rev Refunding Debt Service Account	1,260,299.27	310,770.60		2,155.91		1,573,225.78	2.3209%
2016 Sub Lien Rev Refunding DSR	1,880,344.90			3,632.77		1,883,977.67	2.3209%
2018 Sr Lien Project Cap I	7,825,016.91			15,117.70		7,840,134.61	2.3209%
2018 Sr Lien Project Account	39,349,171.34			76,021.42		39,425,192.76	2.3209%
2018 Sub Lien Project Account	24,299,078.03			52,256.08	4,240,661.58	20,110,672.53	2.3209%
2018 Sub Debt Service Account	615,029.82	153,367.34		1,050.56		769,447.72	2.3209%
2019 TIFIA Sub Lien Project Account	50,000.00			93.39		50,093.39	2.3209%
Grant Fund	540,150.62			1,043.55		541,194.17	2.3209%
Renewal and Replacement	14,824.53			28.64		14,853.17	2.3209%
Revenue Fund	3,409,922.53	10,203,543.97		7,318.75	12,622,224.67	998,560.58	2.3209%
General Fund	22,645,791.53	3,159,092.98		42,268.84	861,827.72	24,985,325.63	2.3209%
Senior Lien Debt Service Reserve Fund	36,719,714.49	10,116,500.00		70,943.80		46,907,158.29	2.3209%
71E Revenue Fund	6,960,610.01	729,077.79		12,480.84	16,017.96	7,686,150.68	2.3209%
MoPac Revenue Fund	38,762.43	1,752,260.63		2,184.77	208,676.02	1,584,531.81	2.3209%
MoPac General Fund	5,278,033.73	5,939,576.02		7,234.64	3,837,280.84	7,387,563.55	2.3209%
MoPac Operating Fund	925,026.87	364,620.35		1,827.54	62,149.38	1,229,325.38	2.3209%
MoPac Loan Repayment Fund	62,072.83	63,923.93		24.21	126,020.97	0.00	2.3209%
MoPac Managed Lane Construction Fund	6,864,336.32			13,642.33	787,957.01	6,090,021.64	2.3209%
	259,662,610.49	38,365,226.77	0.00	467,366.72	36,592,149.91	261,903,054.07	
Amount in Fed Agencies and Treasuries							
Amortized Principal	169,172,084.85	116,500.00	126,732.36		10,116,500.00	159,298,817.21	
	169,172,084.85	116,500.00	126,732.36	0.00	10,116,500.00	159,298,817.21	
Certificates of Deposit							
Total in Pools	142,011,564.28	3,000,000.00		291,102.93	2,000,000.00	143,302,667.21	
Total in GS FSGF	259,662,610.49	38,365,226.77		467,366.72	36,592,149.91	261,903,054.07	
Total in Fed Agencies and Treasuries	169,172,084.85	116,500.00	126,732.36		10,116,500.00	159,298,817.21	
Total Invested	570,846,259.62	41,481,726.77	126,732.36	758,469.65	48,708,649.91	564,504,538.49	

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

William Chapman, CFO
Mary Temple, Controller

5/31/2019

Allocation of Funds



Amount of Investments As of May 31, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	3135G0P49sub	4,921,265.00	4,982,195.60	4,983,278.05	2.4520%	7/20/2018	8/28/2019	2016 Sub DSRF
US Treasury Note	912828F39	9,955,859.38	9,974,161.59	9,978,125.00	2.5137%	3/5/2019	9/30/2019	Senior DSRF
Federal Home loan Bank	3135G0P49	19,685,060.00	19,928,782.41	19,933,112.20	2.4520%	7/20/2018	8/28/2019	Senior DSRF
Farmer Mac	3132X0W64	MATURED	MATURED	MATURED	2.3297%	5/8/2018	5/15/2019	Senior DSRF
Fannie Mae	3135G0P49gnt	4,921,265.00	4,982,195.60	4,983,278.05	2.4520%	7/20/2018	8/28/2019	Grant Fund
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,138,342.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,846,970.00	19,892,071.20	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828F39A	29,867,578.13	29,922,484.76	29,934,375.00	2.5317%	3/5/2019	9/30/2019	2015B Sr Project
US Treasury Note	912828UF5	49,525,228.76	49,662,027.25	49,640,625.00	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		<u>158,672,216.27</u>	<u>159,298,817.21</u>	<u>159,483,206.50</u>				

Agency	CUSIP #	COST	Cumulative Amortization	5/31/2019		Interest Income		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	3135G0P49sub	4,921,265.00	60,930.60	4,982,195.60	25,000,000.00	4,166.67	5,934.80	10,101.47
US Treasury Note	912828F39	9,955,859.38	18,302.21	9,974,161.59	10,000,000.00	14,583.34	6,459.60	21,042.94
Federal Home loan Bank	3135G0P49	19,685,060.00	243,722.41	19,928,782.41	20,000,000.00	16,666.67	23,739.20	40,405.87
Farmer Mac	3132X0W64	MATURED	MATURED	MATURED	10,000,000.00	19,416.67	-	19,416.67
Fannie Mae	3135G0P49gnt	4,921,265.00	60,930.60	4,982,195.60	5,000,000.00	4,166.67	5,934.80	10,101.47
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00	43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	51,010.00	19,846,970.00	20,000,000.00	25,000.00	17,003.33	42,003.33
US Treasury Note	912828F39A	29,867,578.13	54,906.63	29,922,484.76	30,000,000.00	43,750.00	19,378.81	63,128.81
US Treasury Note	912828UF5	49,525,228.76	136,798.49	49,662,027.25	50,000,000.00	46,875.00	48,281.82	95,156.82
		<u>158,672,216.27</u>	<u>626,600.94</u>	<u>159,298,817.21</u>	<u>190,000,000.00</u>	<u>217,958.35</u>	<u>126,732.36</u>	<u>344,690.71</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	4/1/2019	Additions	Interest	Withdrawals	4/30/2019
Goldman Sachs	1,062,150.21		2,076.76	130,179.90	934,047.07

Campo Regional Infrastructure Fund

	Balance		Accrued		Balance
	4/1/2019	Additions	Interest	Withdrawals	4/30/2019
Goldman Sachs	4,078,761.01		7,880.04	-	4,086,641.05



183 South Design-Build Project

Contingency Status

May 31, 2019



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

Total Project Contingency	\$47,860,000
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Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	Others Less than \$300,000 (6)	\$948,630
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$3,239,174
	Change Orders Under Negotiation	\$5,240,000
	Potential Contractual Obligations	\$10,510,000

(-) Total Obligations	\$18,989,174
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Remaining Project Contingency	\$28,870,826
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SH 45SW Construction
Contingency Status
 May 31, 2019



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

Total Project Contingency		\$ 7,520,000
Obligations	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	Total of Others Less than \$300,000 (14)	\$ 326,266
	Executed Change Orders	\$ 1,323,650
	Change Orders in Negotiations	\$ 1,881,513
	Potential Contractual Obligations	\$ 650,460
	(-) Total Obligations	\$ 3,855,623
	Remaining Project Contingency	\$ 3,664,377



MOPAC Construction
Financial Status
 May 31, 2019



Original Construction Contract Value: \$ **136,632,100**

Change Orders	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	\$593,031	Approved = \$12.9M
	CO#05B	FM 2222 Bridge NB Ret Wall Abutment Repair (Construction)	\$850,000	
	CO#07	FM 2222 Exit Storage Lane	\$426,000	
	CO#08C	Refuge Area: Added Shoulder Adjustment Sound Wall #1	\$2,508,548	
	CO#09	Westover SB Frontage Repairs	\$450,000	
	CO#12	Barrier Rail Opaque Seal	\$542,419	
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/FM 2222	\$971,889	
	CO#20	Northern Terminus Sound Wall #3	(\$1,210,540)	
	CO#32	Void of CO#05B, #09, #10, UPRR	(\$1,501,437)	
	CO#33	Shared Use Path at US 183	(\$1,000,000)	
	CO#34	Undercrossing Fire Protection	\$1,412,574	
	CO#35	TxDOT Duct Bank Interference	\$1,357,196	
	CO#36	Non-Compliant Existing Illumination	\$2,226,189	
	CO#37	NB Pavement Cross Slope and Profile Corrections	\$3,635,477	
	CO#38	SB Pavement Cross Slope and Profile Corrections	\$3,100,298	
	CO#39	Unidentified Utilities	\$1,215,854	
	CO#42	NB04, NB08, and Westminster Wall Revisions	(\$402,964)	
	Total of Others Less than \$300,000 (21)	\$1,572,258		
Executed Change Orders			\$ 16,746,792	
Revised Construction Contract Value			\$ 153,378,892	
Change Orders under Negotiation			\$ -	
Potential Construction Contract Value			\$ 153,378,892	
Incentive/Milestone			\$ 21,500,000	
Potential Construction Contract Value with Incentive/Milestone			\$ 176,931,304	
Amount paid CH2M for Incentives/Milestones			\$ (20,299,209)	
Amount paid CH2M through May 2019 draw (as of 5/31/2019)			\$ (127,352,152)	
Assessed Liquidated Damages			\$ (20,000,000)	
Potential Amount Payable to CH2M			\$ 8,079,153	



MOPAC Misc. Construction
Financial Status
 May 31, 2019



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

Change Orders		
	Total of Others Less than \$300,000 (6 Taken out of Contingency)	\$ -
Executed Change Orders		\$ -
Revised Construction Contract Value		\$ 4,583,280
Change Orders under Negotiation		\$ 578,199
Potential Construction Contract Value		\$ 5,161,479
Amount paid McCarthy through May 2019 draw (as of 5/31/2019)		\$ (4,354,116)
Potential Amount Payable to McCarthy		\$ 807,363



290E Ph. III
Contingency Status
 May 31, 2019



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

Total Project Contingency	\$25,926,282
----------------------------------	---------------------

Obligations	Others Less than \$300,000 (0)	\$0
	Executed Change Orders	\$0
	Change Orders Under Negotiation	\$160,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,020,000
------------------------------	--------------------

Remaining Project Contingency	\$23,906,282
--------------------------------------	---------------------



Monthly Newsletter - May 2019

Performance

As of May 31, 2019

Current Invested Balance	\$8,251,300,232.20
Weighted Average Maturity (1)	22 Days
Weighted Average Maturity (2)	105 Days
Net Asset Value	1.000042
Total Number of Participants	902
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$17,384,055.57
Management Fee Collected	\$423,143.31
% of Portfolio Invested Beyond 1 Year	11.12%
Standard & Poor's Current Rating	AAAM

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

May Averages

Average Invested Balance	\$8,303,788,742.20
Average Monthly Yield, on a simple basis	2.4048%
Average Weighted Average Maturity (1)*	25 Days
Average Weighted Average Maturity (2)*	105 Days

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

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

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

New Participants

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

- ★ Town of Bartonville
- ★ Edinburg EDC
- ★ Fort Bend County Improvement District 24
- ★ Galveston County MUD 56
- ★ Harris County MUD 421
- ★ Pleasant Hill Water Supply Corp
- ★ Terrell ISD

Holiday Reminders

In observance of **Independence Day, TexSTAR will be closed on Thursday, July 4, 2019.** All ACH transactions initiated on Wednesday, July 3rd will settle on Friday, July 5th. 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.

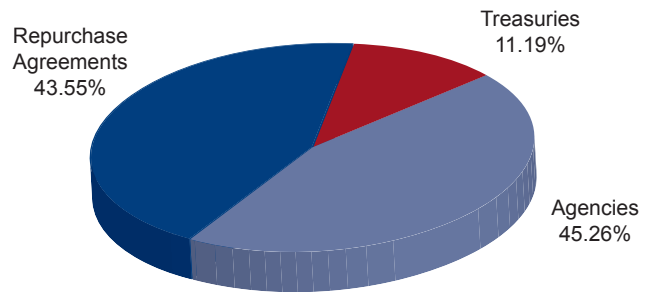
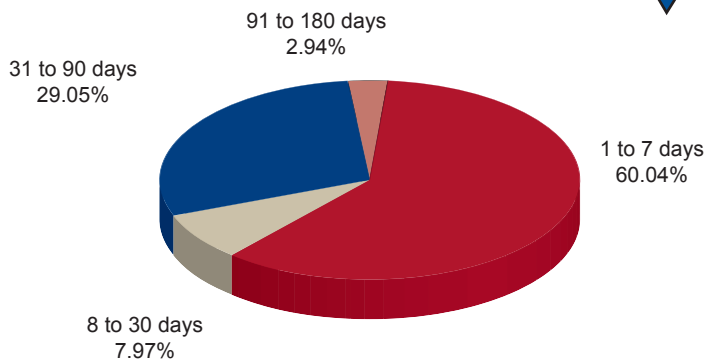
Economic Commentary

Flaring trade tensions and softening growth momentum hung over markets in May, leading to a selloff in equities and to wider credit spreads. The trade narrative shifted when the Trump administration abruptly raised tariffs on \$200 billion of Chinese imports from 10% to 25%, and announced its intention to expand the 25% tariffs to the remaining \$300 billion of imports from China. Beijing promptly retaliated by announcing it would raise tariffs to 25% on \$60 billion of U.S. goods. Furthermore, the Trump administration threatened to impose auto tariffs on the European Union (EU) and Japan and to add 5% tariffs on Mexican goods with the potential for these tariffs to reach 25% by October. The tariffs on Mexico are expected to go into effect as soon as June 10, at the same time as the China tariff increases.

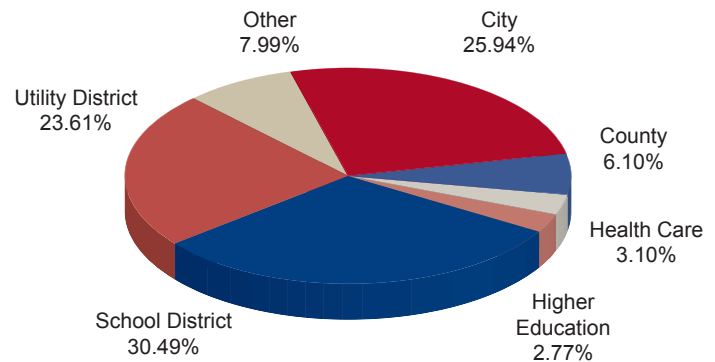
Government bond yields plunged in the flight to quality move. Rates rallied across the curve and the probability of a Fed rate cut by year end, as measured by Fed Funds futures, rose to over 90% by the end of the month. The domestic drivers of U.S. growth continue to remain intact and consumption will continue to be the bedrock of growth in Q2 despite negative trade headlines. The boost from fiscal spending will start to fade in the second half of 2019 likely resulting in a manageable but noticeable slowdown. Additional headwinds for the second half of the year include a slowdown in business investment if a trade deal is not reached and financial conditions deteriorate. Following the Federal Open Market Committee meeting early in May, we expected the Fed to remain comfortable with its neutral stance for most if not all of 2019. However, growing downside risks suggest the next Fed move will likely be a rate cut. Perceived downside risks to growth accompanied by a significant tightening in financial conditions and slowing in the manufacturing sector as well as business and consumer confidence represent some of the key factors that could lead to a rate cut in 2019.

Information at a Glance

Portfolio by Type of Investment As of May 31, 2019



Portfolio by Maturity As of May 31, 2019



Distribution of Participants by Type As of May 31, 2019

Historical Program Information

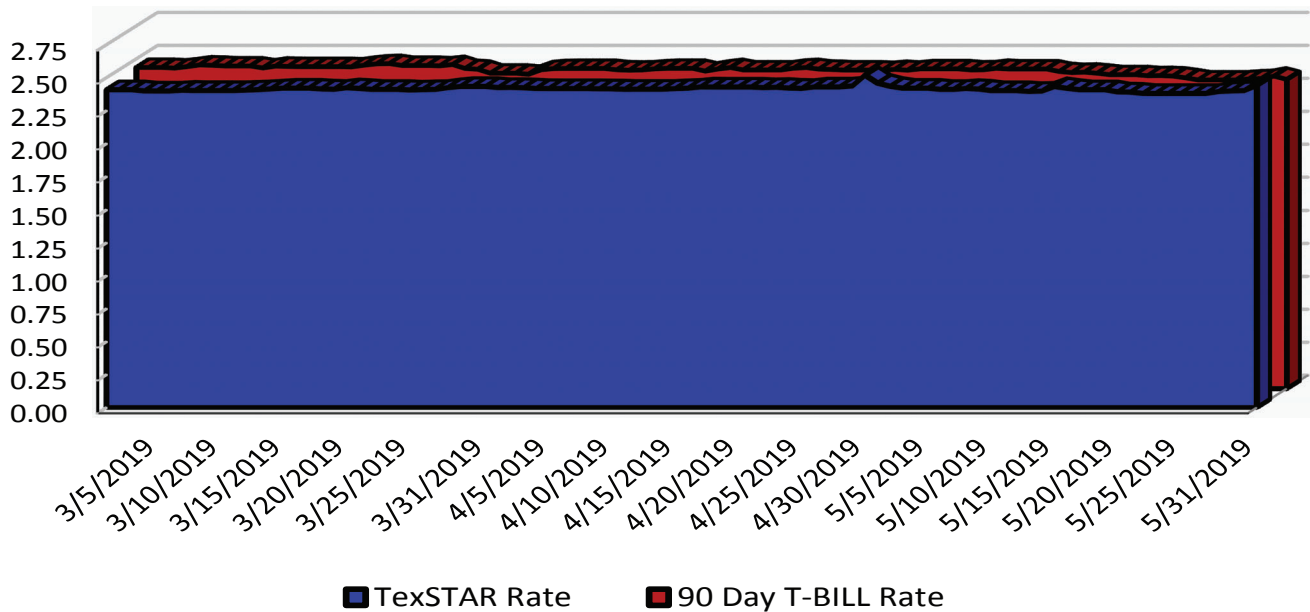
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 19	2.4048%	\$8,251,300,232.20	\$8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886
Oct 18	2.1615%	6,581,942,899.40	6,581,269,831.00	0.999897	41	101	884
Sep 18	1.9995%	6,458,418,968.50	6,458,002,746.78	0.999935	30	96	883
Aug 18	1.9225%	6,701,017,159.16	6,701,228,119.73	0.999971	24	91	879
Jul 18	1.8965%	6,837,425,331.68	6,837,427,966.67	1.000000	19	84	877
Jun 18	1.8300%	6,250,002,595.51	6,250,027,195.61	0.999991	26	99	874

Portfolio Asset Summary as of May 31, 2019

	Book Value	Market Value
Uninvested Balance	\$ 673.66	\$ 673.66
Accrual of Interest Income	7,119,504.51	7,119,504.51
Interest and Management Fees Payable	(17,428,119.89)	(17,428,119.89)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,598,582,999.77	3,598,582,999.77
Government Securities	4,663,025,174.15	4,663,654,538.95
Total	\$ 8,251,300,232.20	\$ 8,251,929,597.00

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for May 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
5/1/2019	2.4571%	0.000067319	\$8,432,335,114.93	0.999991	22	104
5/2/2019	2.4334%	0.000066668	\$8,399,823,713.93	1.000002	22	104
5/3/2019	2.4189%	0.000066272	\$8,404,633,862.62	1.000003	24	105
5/4/2019	2.4189%	0.000066272	\$8,404,633,862.62	1.000003	24	105
5/5/2019	2.4189%	0.000066272	\$8,404,633,862.62	1.000003	24	105
5/6/2019	2.4099%	0.000066024	\$8,408,138,243.91	1.000006	23	105
5/7/2019	2.4099%	0.000066024	\$8,346,470,126.46	1.000008	28	110
5/8/2019	2.4171%	0.000066222	\$8,311,292,214.26	1.000008	27	109
5/9/2019	2.4124%	0.000066092	\$8,268,204,306.49	1.000012	27	109
5/10/2019	2.4008%	0.000065774	\$8,298,903,936.28	1.000005	28	109
5/11/2019	2.4008%	0.000065774	\$8,298,903,936.28	1.000005	28	109
5/12/2019	2.4008%	0.000065774	\$8,298,903,936.28	1.000005	28	109
5/13/2019	2.3944%	0.000065600	\$8,354,532,546.22	1.000010	27	108
5/14/2019	2.3971%	0.000065674	\$8,304,615,708.69	1.000013	27	108
5/15/2019	2.4312%	0.000066609	\$8,363,895,953.05	1.000013	27	106
5/16/2019	2.4178%	0.000066241	\$8,356,522,510.30	1.000012	27	106
5/17/2019	2.4073%	0.000065954	\$8,307,696,177.24	1.000018	25	105
5/18/2019	2.4073%	0.000065954	\$8,307,696,177.24	1.000018	25	105
5/19/2019	2.4073%	0.000065954	\$8,307,696,177.24	1.000018	25	105
5/20/2019	2.3909%	0.000065503	\$8,294,166,348.56	1.000019	26	104
5/21/2019	2.3890%	0.000065453	\$8,269,364,071.97	1.000018	26	104
5/22/2019	2.3797%	0.000065196	\$8,247,279,276.72	1.000018	26	103
5/23/2019	2.3790%	0.000065179	\$8,245,061,310.92	1.000029	25	103
5/24/2019	2.3793%	0.000065187	\$8,210,462,443.33	1.000040	24	101
5/25/2019	2.3793%	0.000065187	\$8,210,462,443.33	1.000040	24	101
5/26/2019	2.3793%	0.000065187	\$8,210,462,443.33	1.000040	24	101
5/27/2019	2.3793%	0.000065187	\$8,210,462,443.33	1.000040	24	101
5/28/2019	2.3938%	0.000065583	\$8,210,612,332.01	1.000042	24	100
5/29/2019	2.3985%	0.000065712	\$8,215,530,923.06	1.000046	23	100
5/30/2019	2.4008%	0.000065775	\$8,262,754,372.65	1.000038	23	99
5/31/2019	2.4394%	0.000066832	\$8,251,300,232.20	1.000042	22	105
Average	2.4048%	0.000065886	\$8,303,788,742.20		25	105



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

TexSTAR Board Members

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



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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #6

Discuss and consider adoption of the FY 2020
Operating Budget

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Mary Temple, Controller
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background -

Staff submitted a Preliminary FY 2020 Operating Budget to the Board on April 24, 2019. Staff refined the revenue projections and several line item expenses and submitted those changes to the Board on May 29, 2019. There have been no changes to the proposed FY 2020 Operating Budget since the May 29th revision.

Action Requested/Staff Recommendation - Staff recommends approval of the FY 2020 Operating Budget

Backup Provided: Draft Resolution
FY 2020 Proposed Operating Budget to be provided at Board Meeting

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

RESOLUTION NO. 19-XXX

APPROVING THE BUDGET FOR FISCAL YEAR 2020

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, prudent management and fiscal oversight are overriding objectives of the CTRMA Board of Directors; and

WHEREAS, during the course of the year, CTRMA intends to issue one or more series of revenue bonds for the development of additional projects and to issue refunding bonds as market opportunities arise; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTRMA operations for each fiscal year; and

WHEREAS, the Executive Director and staff have developed and recommend that the Board of Directors approve the budget for fiscal year 2019-2020 (“FY 2020”) attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the FY 2020 Budget attached as Exhibit A; and

BE IT FURTHER RESOLVED that the FY 2020 Budget may be amended from time-to-time by approval of the Board of Directors; and

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized to issue letter agreements committing funds from the Engineering, Operations, and Maintenance Budgets for non-project related general engineering services, provided such commitments do not exceed the amounts set forth in the FY 2020 Budget; and

BE IT FURTHER RESOLVED that the Executive Director is directed to provide a copy of this resolution with the attached FY 2020 Budget to Commissioners Courts for Williamson and Travis Counties; and

BE IT FURTHER RESOLVED that, by copy of this resolution, CTRMA hereby provides notice to the Commissioners Courts of Travis County, Texas and Williamson County, Texas of contemplated revenue bond issuances as required by Section 370.261, Texas Transportation Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

*FY 2020 Proposed Operating Budget to be provided
at Board Meeting*



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #7

Approve a toll rate for the Bergstrom
Expressway (183 South) Project

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background – The Central Texas Regional Mobility Authority is building a new tolled expressway with three lanes in each direction on an eight-mile section of US 183 between US 290 and SH 71. Construction is taking place in phases, with Phase I improvements (Interim Build), between US 290/290 Toll and Techni Center scheduled to open in August 2019 and Phase II improvements (Full Build), between US 290 and SH 71 scheduled to open in August 2020.

This item establishes tolls consistent with the tolls projected in the in the 183 South Traffic and Revenue Forecasts dated September 27, 2018 and amended with changes to the toll policy for Pay by Mail (PBM) customers beginning January 1, 2019. The toll rate table attached in the backup contains the tolls for the Interim Build and the Full Build for a passenger car (two axle) vehicle. Tolls for a vehicle with more than two axles are calculated using the existing formula: two-axle toll rate multiplied by (n-1), where “n” equals the number of axles on the vehicle. The approved 183 South Toll Rates will be published on the Mobility Authority website.

Action Requested/Staff Recommendation – Staff recommends that the Board approve and adopt tolls for the 183 South Project that are consistent with the tolls identified in the 183 South Project Traffic Revenue Forecasts dated September 27, 2018 and amended with changes to the toll policy for PBM customers beginning January 1, 2019.

Backup Provided: Proposed toll rate
Draft Resolution

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

RESOLUTION NO. 19-0XX

**ADOPTING TOLL RATES FOR THE BERGSTROM EXPRESSWAY
(183 SOUTH) PROJECT**

WHEREAS, the Bergstrom Expressway (183 South) Toll Project Traffic Revenue Forecasts dated September 27, 2018 which are included in the CTRMA Official Statement dated October 30, 2018, identified a proposed toll schedule for transponder customers using the Bergstrom Expressway (183 South) Toll Road; and

WHEREAS, by Resolution No. 18-048 dated September 26, 2018, the Board approved new registered account parameters, new fees and charges, and a new billing schedule for the Mobility Authority's Pay By Mail Program which went into effect on January 1, 2019; and

WHEREAS, the Bergstrom Expressway (183 South) Toll Road Phase I is expected to open to traffic in August 2019; and

WHEREAS, the Executive Director recommends that the Board approve and adopt tolls for the Bergstrom Expressway (183 South) Toll Road that are consistent with the tolls identified in the Bergstrom Expressway (183 South) Toll Project Traffic Revenue Forecasts dated September 27, 2018 as adjusted to account for the changes to the Mobility Authority's Pay by Mail Program that went into effect on January 1, 2019, which are attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby adopts the tolls identified in the Bergstrom Expressway (183 South) Toll Project Traffic Revenue Forecasts dated September 27, 2018 as adjusted to account for the changes to the toll policy for Pay by Mail customers that went into effect on January 1, 2019, which is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

2019 183S Interim Build Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
Loyola Lane Ramps	ETC	\$0.65	\$1.30	\$1.95	\$2.60	\$3.25
	PBM	\$0.98	\$1.96	\$2.94	\$3.92	\$4.90
MLK Blvd. ML Plaza	ETC	\$1.21	\$2.42	\$3.63	\$4.84	\$6.05
	PBM	\$1.82	\$3.64	\$5.46	\$7.28	\$9.10

2020 183S Full Build Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
Loyola Lane Ramps*	ETC	\$0.66	\$1.32	\$1.98	\$2.64	\$3.30
	PBM	\$0.99	\$1.98	\$2.97	\$3.96	\$4.95
MLK Blvd. ML Plaza*	ETC	\$1.24	\$2.48	\$3.72	\$4.96	\$6.20
	PBM	\$1.86	\$3.72	\$5.58	\$7.44	\$9.30
Techni Center Ramp	ETC	\$0.89	\$1.78	\$2.67	\$3.56	\$4.45
	PBM	\$1.34	\$2.68	\$4.02	\$5.36	\$6.70
Bolm Road Ramps	ETC	\$0.60	\$1.20	\$1.80	\$2.40	\$3.00
	PBM	\$0.90	\$1.80	\$2.70	\$3.60	\$4.50
Montopolis Drive ML Plaza	ETC	\$1.07	\$2.14	\$3.21	\$4.28	\$5.35
	PBM	\$1.61	\$3.22	\$4.83	\$6.44	\$8.05
Direct Connectors to/from SH 71	ETC	\$0.60	\$1.20	\$1.80	\$2.40	\$3.00
	PBM	\$0.90	\$1.80	\$2.70	\$3.60	\$4.50

*2020 toll rates at Loyola Ramps and MLK ML Plaza may change depending on the CPI-based toll escalation percentage for 2019.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #8

Approve Amendment No. 1 to the Webber, LLC agreement to provide additional incentives for schedule acceleration on the Manor Expressway (290E) Phase III Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, Director of Engineering
Associated Costs: \$1,500,000
Funding Source: Project Budget
Action Requested: Consider and act on draft resolution

Project Description/Background - The Central Texas Regional Mobility Authority received a proposal from the Contractor (Webber, LLC) to establish a new intermediate milestone and offer expanded incentives to further encourage accelerated project delivery.

The Project includes construction of two tolled direct connectors for the CTRMA, the Southbound SH 130 to Westbound 290E (SB/WB) and Northbound SH 130 to Westbound 290E (NB/WB) direct connectors. The project also includes construction of a third non-tolled direct connector for TxDOT, the Eastbound 290E to Southbound SH 130 (EB/SB) direct connector. The original executed construction contract included two milestones, one interim milestone for the SB/WB direct connector, and a second for the entire Project. The SB/WB direct connector milestone included a maximum 45-day incentive payment of \$8,000 per day for early completion of this direct connector.

The Contractor has proposed to increase the maximum 45-day incentive payment for the SB/WB direct connector milestone to a maximum of 170 days.

Additionally, the Contractor has proposed to add a new intermediate milestone for completion of the NB/WB direct connector, after the SB/WB direct connector but prior to the substantial completion of the full Project. This new NB/WB milestone would include a maximum 100-day incentive payment of \$5,000 per day for completion of this direct connector earlier than this milestone. It would also include an associated

Liquidated Damage for completion of the direct connector after the new milestone of \$5,000 per day, with no maximum limits for duration.

A CTRMA financial analysis has determined this contract amendment could generate potential net revenue benefits of up to \$2.5 million to the Authority if earlier completions of the SB/WB and NB/WB direct connectors are realized.

Previous Actions - The Central Texas Regional Mobility Authority awarded the Manor Expressway (290E) Construction Contract to Webber, LLC and authorized and directed the Executive Director to execute an agreement for construction of the Project on August 22, 2018.

Action Requested/Staff Recommendation - Staff recommends approval of Contract Amendment No. 1 to add a new milestone for completion of the NB/WB direct connector with associated maximum incentive payment of 100 days for its completion prior to the new milestone and daily Liquidated Damages for its completion after the new milestone. Both incentive payments and Liquidated Damages for completion of the NB/WB direct connector are to be incurred at a rate of \$5,000 per day. Additionally, the maximum incentive payment for completion of the SB/WB direct connector will be increased from 45 days to 170 days. The cumulative change to available incentive payments on the Project is an increase of \$1,500,000.

Backup Provided: Draft Resolution
Draft Contract Amendment No. 1

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

RESOLUTION NO. 19-0XX

**APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH WEBBER, LLC FOR
CONSTRUCTION OF THE MANOR EXPRESSWAY (290E) PHASE III PROJECT TO
PROVIDE ADDITIONAL INCENTIVES FOR SCHEDULE ACCELERATION**

WHEREAS, the Manor Expressway (290E) Phase III Project (“Project”) consists of the construction of two tolled direct connectors for the Mobility Authority, the Southbound SH 130 to Westbound 290E (“SB/WB”) and Northbound SH 130 to Westbound 290E (“NB/WB”) and a third non-tolled direct connector for TxDOT, the Eastbound 290E to Southbound SH 130 (“EB/SB”) direct connector; and

WHEREAS, by Resolution No. 18-044, dated August 22, 2018, the Board of Directors awarded a contract to Webber, LLC (the “Contract”) for construction of the Project which includes certain incentives for early completion of the SB/WB direct connector; and

WHEREAS, Webber, LLC has proposed additional incentives to further accelerate completion of the SB/WB direct connector and a new incentive for early completion of the NB/WB direct connector; and

WHEREAS, the Mobility Authority has determined that early completion of the Mobility Authority’s director connectors could generate net revenue benefits of up to \$2,500,000 if the earliest incentivized completion dates for both the SB/WB and NB/WB direct connectors are realized; and

WHEREAS, the Executive Director and Webber, LLC have negotiated Amendment No. 1 to the Contract to increase the current 45-day incentive payment for the SB/WB direct connector to 170 days and add a new intermediate milestone for the completion of the NB/WB direct connector consisting of a 100-day incentive payment for early completion and daily liquidated damages for late completion associated with this new intermediate milestone; and

WHEREAS, the Executive Director recommends that the Board of Directors approve Amendment No. 1 to the Contract in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 1 to the contract with Webber, LLC for construction of the Manor Expressway (290E) Phase III Project; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute Amendment No. 1 to the contract with Webber, LLC on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority

**MANOR EXPRESSWAY (290E) PHASE III
CONSTRUCTION PROJECT**

CONTRACT NO. 18290E22705C

**FOR OPERATIONAL IMPROVEMENTS INCLUDING CONSTRUCTION OF
THREE DIRECT CONNECTORS, A COLLECTOR DISTRIBUTOR ROAD, AND OTHER
ASSOCIATED INTERCHANGE IMPROVEMENTS**

**CONTRACT AGREEMENT
AMENDMENT No. 1**

This Amendment No. 1 to Contract No. 18290E22705 (the “Contract”) is made and entered into to be effective as of _____, 2019, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the “Authority” and Webber, LLC or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

In consideration of the Authority’s acceptance of the covenants and agreements set forth herein, the undersigned parties hereby agree as follows:

- a. General Notes, Item 8 – Persecution and Progress of the Plans and Special Provision 000-001-RMA are amended as attached.
- b. Pay Item “Incentive Payment” in the amount of \$1,860,000 is added to the total Bid Amount, increasing the total Contract value to \$73,096,424.39. Incentive Payment item will only be invoiced by and paid to the Contractor in accordance with the terms of the General Notes, Item 8 – Persecution and Progress of the Plans, as attached.
- c. Effect of Amendment on the Contract – Except as such terms are specifically modified by this Amendment, all terms and conditions of the Contract shall continue in full force and effect.
- d. Counterparts – This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Entire Agreement – This Amendment constitutes the entire and exclusive agreement between the Parties relating to the specific matters covered herein. All prior or contemporaneous oral or written agreements, understandings, representations and/or practices relative to the

foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

- f. Texas Law – This Amendment shall be governed and construed in accordance with the laws of the State without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year written above.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: Mike Heiligenstein
Title: Executive Director

CONTRACTOR: WEBBER, LLC

By: _____
Name:
Title:

Project Number: CC-114-2-104, etc

County: Travis

Highway: 290E, SH 130

Sheet:

Control: 0114-02-104, etc.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

ITEM 8 – PROSECUTION AND PROGRESS

Electronic versions of schedules will be saved in Primavera P6 format and delivered in .PDF and .XER formats.

Working days will be charged in accordance with 8.3.1.1. “Five-Day Workweek”.

A CPM schedule in Primavera is required. Use software fully compatible with Primavera P6. The work performed and in accordance to the schedule requirement will be paid for at a price of \$10,000 for the baseline schedule once it is accepted by the Engineer. An additional \$2,500 will be paid monthly for 31 months on all subsequent monthly schedules once they are accepted by the Engineer. The quantity paid under this Item will not exceed the total quantity of 31 months except as modified by change order. The contractor will be in noncompliance with this work if the contractor fails to provide an accepted schedule according to contract requirements within the time frame established by the Engineer. No payment will be made for the month(s) in question and the total final payment will be reduced by the number of month(s) the Contractor was in noncompliance. The remaining unpaid months of schedules less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Standard Specifications Article 5.12, “Final Acceptance.”

The Construction Engineering and Inspection team will maintain a project fact sheet. Provide updated project status and upcoming activities to the Construction Engineering and Inspection team on a monthly basis.

Provide via email a 6-week look-ahead schedule in Gantt chart format. Submit weekly prior to the project meeting or by noon on Friday, whichever comes first. Designate each activity as night or day shift and include the name of the foreman or contractor. The chart shall have a specific section dedicated solely to lane closures and detours. Each lane closure and detour shall be an individual item on the schedule.

The Southbound SH 130 to Westbound 290E Direct Connector (S/W) Interim Milestone will include Substantial Completion (as defined in Special Provision 001-001-RMA) of the Southbound SH 130 to Westbound 290E Direct Connector, including removal of the existing 290E Westbound Entrance Ramp and opening of the temporary 290E Westbound Entrance Ramp. The S/W Interim Milestone shall be completed within 380 days of Full Notice to Proceed (NTP), issued on March 4, 2019. There will be an \$8,000 per day incentive for early completion of the S/W Interim Milestone, with a maximum of 170 days of incentive payments. The Contractor will not be entitled to S/W Interim Milestone incentive payments if Substantial Completion of the S/W Interim Milestone is not achieved earlier than 380 days from NTP for any reason other than, prior to 380 days from NTP, a change order is issued to add working days or working days are suspended under Article 8.4.. For Substantial Completion of the S/W Interim Milestone in excess of 380 days from NTP, there will be Liquidated Damages assessed at \$8,000 per day. There is no cap on the number of days for the Liquidated Damages assessment.

The Northbound SH 130 to Westbound 290E Direct Connector (N/W) Interim Milestone will include Substantial Completion (as defined in Special Provision 001-001-RMA) of the Northbound SH 130 to Westbound 290E Direct Connector. The N/W Interim Milestone shall be

Project Number: CC-114-2-104, etc

County: Travis

Highway: 290E, SH 130

Sheet:

Control: 0114-02-104, etc.

completed within 450 days of NTP. There will be an \$5,000 per day incentive for early completion of the N/W Interim Milestone, with a maximum of 100 days of incentive payments. The Contractor will not be entitled to N/W Interim Milestone incentive payments if Substantial Completion of the N/W Interim Milestone is not achieved earlier than 450 days from NTP for any reason other than, prior to 450 days from NTP, a change order is issued to add working days or working days are suspended under Article 8.4. For Substantial Completion of the N/W Interim Milestone in excess of 450 days from NTP, there will be Liquidated Damages assessed at \$5,000 per day. There is no cap on the number of days for the Liquidated Damages assessment.

Completion of Site for the Systems Integrator includes completion of installation of: gantry, maintenance area pavement, lightning protection system, loop detectors and risers, electrical conduit and piping, equipment placement and installation, and all other project elements required to provide a completed site to the Systems Integrator. Completion of Site for the Systems Integrator shall also include the switchover of the TxDOT ITS fiber line on SH 130 north of US 290 from the temporary overhead poles to the permanent underground duct bank, including any relocation of the permanent duct bank as shown in the plans.

For the Project Substantial Completion Milestone, the Contractor will have 580 days from NTP to have the entire project open to traffic. For every day in excess of 580 days, there will be Liquidated Damages assessed at \$18,000 per day. There is no cap on the number of days for this assessment. There are no Incentive payments for opening to traffic sooner than 580 days. Substantial Completion is defined as the entire project open to traffic as approved by the Mobility Authority.

For attaining Final Acceptance, the Contractor will have 670 days from NTP. For every day in excess of 670 days, there will be Liquidated Damages assessed at \$5,000 per day. There is no cap on the number of days for this assessment.

Lane Closure Liquidated Damages (LCLDs) will be assessed as shown in the **Table 1** below. Specific lane closures during specific timeframes will be assessed based on these fees on an hourly basis. For LCLDs, the hour will be broken into four 15-minute periods, rounded up to the nearest 15-minute period. For example, if one of the SH 130 southbound mainlanes (1L) from Gregg Manor Entrance Ramp to US 290 Exit Ramp (Segment 1SB) remains closed until 5:40 AM, the assessment would be $0.75 \text{ hours} \times \$30,000 = \$22,500$.

Any unauthorized lane closures will result in an assessment to the Contractor of \$1,000 per lane per hour or the assigned LCLD in the table, whichever is the higher amount, including the lanes and times marked in Table 1 as "NA".

All Liquidated Damage assessments for the Contractor will be subtracted from the value of the payment application for that associated period. Incentives assessments for the Contractor for the S/W Interim Milestone up to a maximum of 45 days will be added to the value of the payment application for the period immediately following approval of Substantial Completion of the S/W Interim Milestone by the Mobility Authority. All additional incentives assessments for the Contractor will be added to the value of the payment application for the period immediately following approval of Project Substantial Completion by the Mobility Authority.

Special Provision to Item 000

Schedule of Liquidated Damages

Final Acceptance Liquidated Damages (LD) in the amount of \$5,000 per day will be assessed for each calendar day that Final Acceptance is not met per contractual requirements for Final Acceptance.

Project Substantial Completion Liquidated Damages (LD) in the amount of \$18,000 per day will be assessed for each calendar day that Substantial Completion is not met per contractual requirements for Substantial Completion.

S/W Interim Milestone Liquidated Damages (LD) in the amount of \$8,000 per day will be assessed for each calendar day that Substantial Completion of the S/W Interim Milestone is not met per contractual requirements for the S/W Interim Milestone.

N/W Interim Milestone Liquidated Damages (LD) in the amount of \$5,000 per day will be assessed for each calendar day that Substantial Completion of the N/W Interim Milestone is not met per the contractual requirements for the N/W Interim Milestone.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #9

Award a construction contract for the
Elroy Road Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$18,158,501.29
Funding Source:	Travis County
Action Requested:	Consider and act on draft resolution

Project Description/Background – As Travis County was determining how they could implement their bond program in early 2018, it was apparent they would need additional resources to deliver the program in the desired timeframe, so they reached out to the Mobility Authority for assistance due to the successful partnership fostered previously on Kellam Road. Travis County requested that the Mobility Authority develop and construct two projects initially, Elroy Road and Ross Road South. Travis County is providing the funds for the engineering (GEC costs) including a 2% administrative fee to cover the Mobility Authority’s personnel costs to administer the Program.

The Elroy Road Project will reconstruct the existing two-lane roadway to a five-lane roadway and will include a continuous turn lane, bike lanes and sidewalks. The Elroy corridor serves the Del Valle schools as well as special events at the Circuit of the Americas.

The Elroy Road Project is ready to move into the construction phase, and the Ross Road South Project is under development.

Previous Actions– On March 28, 2018, the Board authorized the Executive Director to enter into an Interlocal Agreement (ILA) with Travis County to develop and construct

projects. The ILA was executed on April 3, 2018 and included the Elroy Road Project. There was an amendment to the ILA executed on December 20, 2018, but the amendment was only relative to the Ross Road Project.

Action requested/Staff Recommendation - This item will award a construction contract to the lowest responsive and responsible bidder for the Elroy Road Project for which bids were advertised on May 20th and taken/opened on June 18th contingent upon the construction funds being deposited in the Elroy trust account by Travis County.

A total of 6 bids were received. The bids range from \$18.2 million to \$22.5 million as shown in the table below.

Contractor	Bid Price	Responsive Bid
James Construction Group, LLC	\$18,158,501.29	Yes
Austin Bridge & Road, LP	\$19,011,548.35	Yes
Chasco Constructors	\$19,040,948.80	Yes
Jordan Foster Construction, LLC	\$20,875,102.29	Yes
Capital Excavation	\$20,913,496.40	Yes
Webber, LLC	\$22,517,611.05	Yes

The lowest responsive and responsible bidder is James Construction Group, LLC at \$18,158,501.29. The engineer's estimate was \$19.0 million.

These bids have been reviewed by Travis County, and we have received their concurrence that the lowest responsive and responsible bidder is James Construction Group, LLC. Therefore, staff is requesting approval to award the contract to James Construction Group, LLC for the amount of \$18,158,501.29 contingent upon Travis County depositing the construction funds in the Elroy trust account.

Financing - 100% of the funding is being provided by Travis County and is anticipated to be placed in the Elroy trust account for access by the Mobility Authority in mid-July.

Backup Provided: Draft resolution

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

RESOLUTION NO. 19-0XX

AWARDING A CONSTRUCTION CONTRACT FOR THE ELROY ROAD PROJECT

WHEREAS, on April 3, 2018, the Mobility Authority entered into an Interlocal Agreement with Travis County to develop and construct the Elroy Road Project and Ross Road Project under the direction and oversight of Travis County; and

WHEREAS, the Elroy Road Project will reconstruct the existing two-lane roadway to a five-lane roadway with a continuous left turn lane, bike lanes and sidewalks; and

WHEREAS, the Mobility Authority advertised, released bid documents, and reviewed bids for the Elroy Road Project consistent with the Mobility Authority Procurement Policy for construction services; and

WHEREAS, the Mobility Authority received six (6) bids, and after review by staff the apparent low bid submitted by James Construction Group, LLC was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, Travis County has reviewed the bids and concurred that the lowest responsive and responsible bidder is James Construction Group, LLC; and

WHEREAS, Travis County has not yet provided funding for the construction of the Elroy Road Project; and

WHEREAS, the Executive Director recommends awarding a construction contract to James Construction Group, LLC, contingent upon Travis County providing funding for the Elroy Road Project as described in the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED, that contingent upon Travis County providing funding for the Elroy Road Project as described in the Interlocal Agreement, the Board of Directors authorizes the Executive Director to negotiate and execute an agreement with James Construction Group, LLC for the construction of the Elroy Road Project in an amount not to exceed \$18,158,501.29 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #10

Authorize the Executive Director to negotiate and execute an interlocal agreement with the Camino Real Regional Mobility Authority for transaction processing, image review and Pay By Mail billing services

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: None
Funding Source: General Fund / Operations
Action Requested: Consider and act on draft resolution

Summary:

Background - As the first regional mobility authority established in Texas, the Central Texas Regional Mobility Authority has always sought to assist other regional mobility authorities in achieving their mission. This has been demonstrated through agreements with the Cameron County Regional Mobility Authority (CCRMA), the Camino Real Regional Mobility Authority (CRRMA) and the North East Texas Regional Mobility Authority (NET RMA) for toll system installation, electronic toll tag transaction processing as well as Pay By Mail billing, customer services and payment processing services.

The CTRMA Board of Directors approved an Interlocal Agreement with the Camino Real Regional Mobility Authority (“CRRMA”) in August 2013 to provide electronic toll transaction processing and video toll collection services through the Mobility Authority’s third-party vendors, Schneider Electric and Municipal Services Bureau (MSB). This ILA became obsolete when tolling was discontinued on CRRMA’s Cesar Chavez Express toll lanes and CTRMA executed contracts with different vendors.

Item Description - The CRRMA has requested that the Mobility Authority provide similar services through a new Interlocal Agreement. This item grants the ability for the CTRMA Executive Director to negotiate and execute a new Interlocal Agreement with CRRMA according to the following terms and conditions:

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

RESOLUTION NO. 19-0XX

**AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN
INTERLOCAL AGREEMENT WITH THE CAMINO REAL REGIONAL MOBILITY
AUTHORITY FOR TRANSACTION PROCESSING, IMAGE REVIEW SERVICES AND
PAY BY MAIL BILLING SERVICES**

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, including administrative functions; and

WHEREAS, by Resolution No. 13-053, dated August 28, 2013, the Board of Directors previously approved an interlocal agreement with Camino Real Regional Mobility Authority (“CRRMA”) to provide electronic toll transaction processing and video toll collection services through the Mobility Authority’s third-party vendors which has since terminated; and

WHEREAS, CRRMA is in need of toll transaction processing and toll collection services (including Pay By Mail processing, violation processing and debt collection services) related to the Border West Expressway and any future CRRMA toll projects;

WHEREAS, CRRMA has requested the Mobility Authority to enter into a new interlocal agreement to provide, through the Mobility Authority’s third-party vendors, electronic toll transaction processing and toll collection services to CRRMA; and

WHEREAS, the Executive Director requests authorization to negotiate and execute an interlocal agreement with CRRMA to provide electronic toll transaction processing and video toll collection services through the Mobility Authority’s third-party vendors for a term not to exceed eight (8) years and with compensation for services made on a pass-through basis, resulting in a zero cost to the Mobility Authority.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to negotiate and execute an interlocal agreement with CRRMA to provide electronic toll transaction processing and video toll collection services through the Mobility Authority’s third-party vendors for a term not to exceed eight (8) years and with compensation for services made on a pass-through basis, resulting in a zero cost to the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) is in need of toll transaction processing and toll collection services (including “pay-by-mail” processing, violation processing, and debt collection services) related to the Border West Expressway and any future CRRMA toll projects;

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA), independently and by and through its consultants, has the expertise required to provide toll transaction processing and toll collection services in connection with toll projects;

WHEREAS, the CTRMA is also a party to the Statewide Interoperability of Toll Collection Systems Agreement, through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and

WHEREAS, the CRRMA and CTRMA have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll transaction processing and toll collection services to the CRRMA through its expertise and resources, including those noted above.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director be authorized to execute an Interlocal Agreement with the Central Texas Regional Mobility Authority for toll transaction processing and toll collection services for the Border West Expressway and any future CRRMA toll projects.

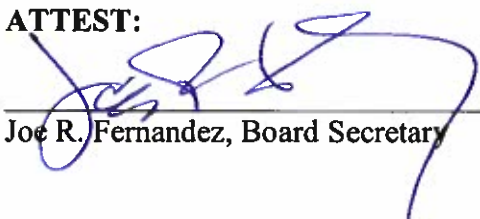
PASSED AND APPROVED THIS 8TH DAY OF MAY 2019.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**




Joyce A. Wilson, Chair

ATTEST:



Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:



Raymond L. Telles
Executive Director



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #11

Approve an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology for the Mobility Authority's habitual violator enforcement program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: \$404,526.48
Funding Source: General Fund
Action Requested: Consider and act on draft resolution

Summary:

Background – The vast majority of Mobility Authority customers pay for their toll usage in a timely manner, either by electronic toll tag or through our courtesy Pay By Mail program. Non-payers undermine the ability of the Mobility Authority pay back its bonds and to finance future projects, and is presents an unfair burden to its paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators throughout Texas. This statute authorizes additional remedies for “habitual violators,” those who have accumulated 100 or more unpaid tolls in aggregate in a 12-month period and have been issued two notices of nonpayment. The remedies include publication of the toll scofflaw’s name, a vehicle registration block and a ban of the vehicle’s use of the entity’s toll facilities. Traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition. The Mobility Authority’s Board of Directors approved changes to its Policy Code in September 2018 adding the habitual violator remedies to the enforcement toolkit.

The ALPR Solution - In support of the Authority’s habitual violator enforcement program, Mobility Authority staff and its consultants researched various enforcement technologies. License plate readers (ALPRs) are high-speed, computer-controlled camera systems that are typically mounted on street poles, streetlights, highway overpasses, mobile trailers, or attached to police squad cars. ALPRs automatically capture all license

plate numbers that come into view, along with the location, date, and time. The data is then uploaded to a central server.

Fixed-position ALPRs are mounted on specific gantries and entrance/exit locations to monitor the license plates of passing vehicles. If a vehicle on the Authority's "hot list" is detected, then the system sends an alert to law enforcement who then detains the prohibited vehicle. Mobile ALPR systems can be installed on law enforcement vehicles or trailers that can be moved from location to location. The system continuously scans license plates as a law enforcement officer patrols the roadway. Staff's research led to the identification of fixed automated license plate readers (ALPRs) in conjunction with some mobile units as the best options to support the Authority's enforcement goals.

Authority staff and its consultants examined and compared three qualified vendors capable of fulfilling an ALPR solution for CTRMA. The vendors were evaluated on the basis of features, limitations, time to implement, and price. The Vigilant Reaper™ solution was identified as the product that met the most evaluation factors. GTS Technology Solutions, Inc. (GTS) was identified as a provider of the Reaper solution.

About GTS - GTS Technology Solutions, Inc. is a woman-owned firm headquartered in Austin, Texas. GTS is an approved Texas Department of Information Resources (DIR) vendor for IT products and services including computer hardware, software, and temporary IT staffing services. GTS is listed on many DIR Contracts. DIR's Cooperative (Co-op) Contracts program is a streamlined cooperative purchasing program for state and local government, public education, and other public entities in Texas, as well as public entities outside the state. GTS's contract with DIR, contract # DIR-TSO-3652, expires on November 4, 2020.

Project Description - Our plan is to install roadway and mobile license plate detection systems on all of the Mobility Authority's roadways. This item is the first phase and, if approved, will acquire and install roadway and mobile license plate detection systems on 183A and 290 East. It will be used as a pilot project to refine our approach for future installations.

The Statement of Work (SOW) between CTRMA and Trinity Innovative Solutions, a partner of GTS, covers the equipment and services to be provided for the fixed ALPR project. The SOW contemplates the installation and configuration of 14 Vigilant Reaper fixed ALPR cameras. Kapsch TrafficCom will serve as a subcontractor to GTS / Trinity to assist in the installation of this equipment at the identified tolling points. One mobile LPR unit which will be used for testing purposes is also included.

The total cost for the proposed Statement of Work is \$404,526.48. The breakdown of this amount is as follows:

<u>Item Description</u>	<u>Extended Cost</u>
Fixed LPR camera system	\$ 139,782.30
Installation services & MOT	\$ 91,137.89
Hosting services	\$ 37,262.70
Warranties	\$ 34,965.00
Miscellaneous hardware	\$ 30,159.59
Mobile LPR system	\$ 14,735.25
Engineering services & project management	\$ 19,620.00
Hardware startup & commissioning	\$ 13,918.75
Technical support & end-user training	\$ 12,950.00
Travel and expenses	\$ 9,995.00
TOTAL	\$ 404,526.48

Next Steps - Habitual violator enforcement will begin in July 2019 with notifications to impacted customers and execution of agreements with Travis and Williamson County law enforcement agencies. If approved by the Board, the program will be bolstered with the deployment of the ALPR technology on 183A and 290 in October 2019. Future phases and approvals will be brought before the Board for consideration to build out the rest of the system on our other roadways.

Previous Actions – Not applicable.

Action Requested/Staff Recommendation – Staff recommends contracting with GTS Technology Solutions for the installation of automatic license plate reader (ALPR) technology in support of the Mobility Authority's habitual violator enforcement program through their contract with the Department of Information Resources (DIR). Pursuant to Government Code Section 2054.0565, use of the DIR contract with GTS Technology Solutions, Inc. satisfies all competitive purchasing requirements.

Financing – General Fund

Backup Provided - Draft Resolution
Trinity Innovative Solutions Statement of Work
GTS Technology Solutions Quote
Study by Fagan on Violator Enforcement

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

RESOLUTION NO. 19-0XX

**APPROVING AN AGREEMENT WITH GTS TECHNOLOGY SOLUTIONS, INC. FOR THE
INSTALLATION OF AUTOMATIC LICENSE PLATE READER TECHNOLOGY FOR THE
MOBILITY AUTHORITY'S HABITUAL VIOLATOR PROGRAM**

WHEREAS, by Resolution No. 18-049 dated September 26, 2018, the Board of Directors amended the Mobility Authority Toll Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372, Texas Transportation Code; and

WHEREAS, Mobility Authority staff have identified automated license plate reader technology as a key component to support the Authority's habitual violator enforcement goals; and

WHEREAS, the Executive Director has negotiated a scope of work for the installation of automated license plate reader technology on Mobility Authority facilities based on the quote received from GTS Technology Solutions, Inc. which are attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, GTS Technology Solutions, Inc. currently provides services to the State of Texas through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3652; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565, the Mobility Authority may use the DIR contract with GTS Technology Solutions, Inc. for the installation of automated license plate reader technology without the need to seek competitive bids; and

WHEREAS, the Executive Director recommends entering into an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology in an amount not to exceed \$404,526.48 through their DIR contract.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the scope of work and quote from GTS Technology Solutions, Inc. for the installation of automated license plate reader technology which are attached hereto as Exhibit A and Exhibit B, respectively; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to enter into an agreement with GTS Technology Solutions, Inc. in an amount not to exceed \$404,526.48 through their contract with the Department of Information Resources for the installation of automatic license plate reader technology in support of the Mobility Authority's habitual violator enforcement program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CTRMA

Fixed LPR Project

Provided by GTS Technology Solutions

In partnership with



05/17/2019



2385 Oak Grove Parkway
Little Elm, TX 75068
Ph: (972) 292-3993
www.tsmtexas.com

SOW #	TIS-GTS-CTRMA-05172019
PROJECT	CTRMA Fixed LPR Project
CLIENT	GTS
CONTACT	Jordan Hector
EMAIL	Jordan.Hector@gts-ts.com
PHONE	512.784.2843

STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work (SOW) covers the equipment and services to be provided by Trinity Innovative Solutions, LLC. (TIS) for the CTRMA Fixed LPR Project.

All parties mutually agree that TIS has the experience, expertise, and capacity to deliver all equipment and services detailed in this SOW.

II. PURPOSE

TIS understands that the purpose of this project is to deploy multiple Vigilant Reaper fixed LPR cameras for the purpose of capturing license plates and alerting law enforcement to the passage of vehicles that are listed as having excessive toll violations or other criminal wants and/or warrants.

This document will identify the following:

- A. The equipment and services to be supplied by TIS as defined in this SOW.
- B. The proposed timeframe for equipment and services to be delivered.
- C. Specific items the client will be required provide or address to complete the project.

III. OVERVIEW OF WORK TO BE PERFORMED

TIS will be responsible for performing the following work:

- A. All work to be completed within 7 working days.
- B. Provide an engineering plan for the deployment of the Vigilant fixed LPR solution.
- C. Install and configure 14 Vigilant Reaper fixed LPR cameras. Includes all mounting hardware.
- D. Install and configure 3 edge-of-network LPR processors. Includes installation of 2U computer shelving units.
- E. Termination of cabling at each installation site. NOTE: TIS is not pulling any cable runs.
- F. Connect LPR cameras and edge-of-network processors to client network infrastructure.
- G. Perform complete system testing. This includes:
 - 1. Power up.
 - 2. Network connection verification.

3. Cameras are properly aimed.
4. Cameras are reading plates in a consistent manner.
5. Use test plates to verify system is sending alerts when a positive hit is detected.
6. Other testing as required.

H. On-site System Training.

1. End-user training – unlimited users.
2. System administrator training – up to 5 personnel.
3. Installation and maintenance training for client’s contract services provider – up to 10 personnel.
4. Basic troubleshooting and support ticket process.

IV. EQUIPMENT AND SERVICES LIST

TIS will provide the following equipment and services in support of the CTRMA Fixed LPR Project.

EQUIPMENT

PART NUMBER	DESCRIPTION	QTY
TIS-BRKT-LPR-H-POLEMT	TIS Pole-mount bracket assembly for Vigilant Reaper LPR Cameras	14
TIS-CLC-KIT	TIS Camera Locking Clamp Assembly	14
TiS-COMP-I78700T32G1TB	TIS Edge Processor, i7 quad-core, 32 GB RAM, 1TB SSD, Windows OS	3
SWITCH-10PORT-POE	10-port Industrial, unmanaged PoE Ethernet Switch.	2
COM-CBL-ETH-STP-BLU-2FT	Ethernet patch cable, 2FT, blue.	4
COM-CBL-ETH-STP-BLU-14FT	Ethernet cable, 14FT, blue.	2
CONS-PS-480-24	DIN Rail Mounted Power Supply 480W 24V 20A	2
CONS-POWER-CORD-3FT	Power Cord - NEMA 125V, 3-Prong, black, 3FT.	2
2A-PAN-ARB-2U-SHELF	Shelf, 2U, Rack for NUC	2
PWR-CON-WP-RJ45-COUPLER	RJ45 Connector, waterproof, coupler connector, shielded.	14
MISC-CONSUMABLES-50		4

SERVICES

SVC NUMBER	DESCRIPTION	QTY
SVC-COMP-INSTALL	Installation of NUC Edge-of-Network processor, cable termination, and mounting equipment. Includes configuration and testing.	3
SVC-LPR-INSTALL	Installation of Vigilant Reaper LPR fixed camera, cable termination, and mounting equipment. Includes configuration and testing.	14
VS-SSUSYS-COM	Start-Up and Configuration of Vigilant Hosted system.	14
VS-VSPTRNG	On-Site Solution Training <ul style="list-style-type: none"> • Vigilant End-user training • Vigilant System Admin training • Installation and maintenance training for client support contractor 	1
SVC-TIS-WAMA (Tier 1 Support)	Tier-1 Help Desk Support <ul style="list-style-type: none"> • Phone Support • Email Support • Remote Access Support • RMA Support • We will provide a 1-800 Help Desk Support line based in the U.S. that is answered 24/7/365. • Technical support response (call back/email/remote access) within 2 hours of support ticket being initiated, Mon-Fri, 8am to 5pm. • Technical support response (call back/email/remoted access) within 12 hours of support ticket being initiated on weekends, after hours, and holidays. • We will provide tech support escalation help for issues that cannot be resolved at our level. <p>Does not include on-site or field services.</p>	17
SVC-LPR-PM	TIS Project Management Services	1
SVC-LPR-ENGINEERING	TIS system engineering services.	1

V. CLIENT RESPONSIBILITIES

Client is responsible for the following:

1. Provide any and all required equipment and/or services not specified as being provided by TIS in this SOW. Equipment must be on-site and in good working order.
2. Pulling any required cable runs.
3. Network infrastructure capable of consistent and reliable transmission of LPR data.
4. Bucket truck and operator to support TIS personnel perform installation work.

5. Any required Traffic Control Plans or Maintenance of Traffic Plans.
6. Any required permitting.

VI. OTHER PROVISIONS

If TIS, through no fault of their own, is required to perform services in excess of the allocated 7 working day schedule, the client will be billed at the rate of \$1,000.00 per day.

May 15, 2019

Subject: **Installation of License Plate Recognition (LPR) Cameras at Toll Zones, on the 290 and 183 Roadways for Central Texas Regional Mobility Authority (CTRMA)**

Kapsch TrafficCom USA, Inc. (“Kapsch”) is pleased to offer this proposal to furnish Vigilant Solutions (“Customer”) for the subject project as detailed below in the “Work Included” section, and including referenced attachments.

This proposal and all related materials attached or appended hereto are proprietary and confidential to Kapsch, and submitted solely for the recipient’s internal evaluation purposes. Disclosure to any third parties is prohibited without the express written consent of Kapsch, as described further herein.

1. PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the ‘Work Included’ section of this proposal is as follows:

- a. The price quoted is valid for ninety (90) days and subject to Kapsch’s terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- b. The above quoted price **does not** include any bonds, taxes, permits or duties that may be applicable to the proposed scope of work. Delivery is FOB site.
- c. All pricing is in US Dollars.
- d. Net 30 days upon receipt of invoice from Kapsch
- e. Payment Terms will be mutually agreed upon prior to contract execution and will be documented in writing

2. WORK INCLUDED

The following section outlines the scope of materials and services (“Scope of Work”) included in this proposal.

A. General

The proposed scope of work is applicable to the following project sites:

- The 183 and 290 roadway facilities of the Central Texas Regional Mobility Authority (CTRMA)

B. Scope Description

The purpose of this Scope of Work ("SOW") document is in reference to the installation of Vigilant License Plate Recognition (LPR) cameras at the Mainline ORT toll zones on the CTRMA 183 and 290 facilities. Kapsch has been requested to perform and support the installation activities of the LPR cameras, in support of Vigilant Solutions.

1. Procure and install no more than 3,000 feet of Belden Cat-6 cable , from the ALPR cameras that will be located in the toll zone to each roadside cabinet, and install in existing conduit(s).
2. Provision of a separate VLAN for the cameras.
3. Assist and support the installation of the new server into existing rack space at the TMC.
4. 14 Cameras total will be installed.
5. Provide for the Maintenance of Traffic (MOT) or lane closures, for the camera installation at the toll zone locations listed below:

- Giles Mainline 290: 8 Cameras
- Park Street Mainline: 6 Cameras

C. Assumptions

1. Assumes a standard 8 hour night for installation activities.
2. Assuming Vigilant Solutions will be onsite and will be providing the Install and setup for the LPR cameras.
3. Assuming Vigilant will setup, configure the LPR Server.
4. Vigilant will be providing all necessary equipment for all installation activities.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's proposed offering.

1. Providing service, repair or troubleshooting of any other field related equipment.
2. Excludes the provision of the LPR cameras.
3. Performing any configuration, programming and startup of any related devices unless noted above in the "Work Included" section.
4. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.

5. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
6. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
7. Testing of any other devices or systems not listed above in the Work Included section.
8. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

- a) **Terms and Conditions:** This proposal, if accepted by Customer, will form the basis of an Agreement, which shall incorporate this proposal scope letter, the terms and conditions attached hereto.
- b) **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months from execution unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This proposal is predicated upon Kapsch being afforded a reasonable duration to perform its scope of work, and shall be based upon a mutually agreed upon schedule.
- c) **Exchange of Confidential Information is effective** – signed outlined in Attachment 2.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at 615-509-5880 or by email at don.hicks@kapsch.net).

Yours Truly,
Kapsch TrafficCom USA, Inc.



Don Hicks
Vice President, Sales and Business Development

cc: Peter Aczel, General Manager, Mike Wedgworth, Regional Operations Manager

Acceptance of Scope of Work:

Kapsch TrafficCom USA, Inc.

Vigilant Solutions

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Kapsch TrafficCom USA, Inc. (“Kapsch”)
Standard Terms and Conditions
Vigilant Solutions**

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder, including this proposal letter, are proprietary and confidential to Kapsch (“Kapsch Materials”). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Matierals as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of six (6) months after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against those liabilities imposed upon the Indemnified Party with respect to all third party claims for loss of or damage to property and injuries to persons, including death, to the extent that such liabilities result from negligence or any willful misconduct of the Indemnifying Party. The foregoing mutual indemnification shall not apply to either parties liability to either parties employees under applicable Worker's Compensation laws. The foregoing indemnification shall not be deemed a waiver of any defense to which either party may be entitled under applicable Worker's Compensation laws. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and ensure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the

other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

Vigilant Solutions	Kapsch TrafficCom USA, Inc.
	8201 Greensboro Drive, Suite 1002 McLean, VA 22102 Attn: General Counsel

12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.
13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety.
14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.
15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.
16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 201____ by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a commercial entity, having its principal place of business at _____ ("Customer").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for security markets;

WHEREAS, Customer will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Customer desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Customer and Vigilant hereby agree as follows:

I. Definitions:

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Software Products" means Vigilant's Software Suite including CarDetector, LEARN, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Customer to install the Software Products on an unlimited number of devices in accordance with the selected Service Package, and allow benefits of all rights granted hereunder this Agreement.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

"Service Package" means the Customer designated service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Users" refers to individuals who are agents of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.



“**Service Fee**” means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“**Service Period**” has the meaning set forth in Section III (A) of this Agreement.

“**Technical Support Agents**” means Customer’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Customer’s Software Products support contact.

“**LPR Data**” refers to LPR data collected by the Customer and available on LEARN for use by the Customer.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. Customer may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Customer terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Customer. Upon termination of the Enterprise License, Customer shall immediately cease any further use of Software Products. Customer may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Customer. If Vigilant’s termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Customer’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Customer has not reasonably cured the described breach of this Agreement, Customer shall



immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any of the Software Products, Vigilant shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Software Products or documentation provided to Customer by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Customer will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested



to be delivered on physical media. Vigilant will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's network in accordance with selected Service Options. As Customer installs additional units of the Software Products and connects them to LPR cameras, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing.

If Customer is a generator of LPR Data, Customer at its option may share its LPR Data with Law Enforcement Agencies who contract with Vigilant to access LEARN. Vigilant will not share any LPR Data generated by the Customer without the permission of the Customer.

IX. Ownership of LPR Data.

Customer retains all rights to LPR Data generated by the Customer. Should Customer terminate agreement with Vigilant, a copy of all LPR Data generated by the Customer will be created and provided to the Customer. After the copy is created, all LPR Data generated by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer.

XI. Data Retention.

LPR Data is governed by the Customer's retention policy. LPR Data that reaches its expiration date will be deleted from LEARN.



XII. Account Access.

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to employees of the Customer. No User logins may be provided to non-employees of the Customer without the express written consent of Vigilant.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer’s Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Vigilant immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Vigilant immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)				
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Customer agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payment on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently



in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zerobalance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Customer will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.



G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Customer, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other SubAgreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p>Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551</p>	<p>Customer: Attn: _____ Address: _____ _____</p>
---	--



M. Authorized Representatives; Technical Support Agents. Customer's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Software Products and acting as Customer's Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Customer: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company Name:			
Company Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit B



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0041234
Date: 5/22/2019
Delivery Date:
Expire Date: 6/21/2019
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MOBILE LPR SYS-1: Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams)	DIR-TSO-3652	1.00	EACH	\$14,735.25	\$14,735.25
2	K-U-R-TAHOE-06-SET: LPR Camera Mounting Kit for 2006-14 Tahoe Roof	DIR-TSO-3652	3.00	EACH	\$949.05	\$2,847.15
3	VS-RE-MOB-CASE: Reaper System Mobility Carrying Case	DIR-TSO-3652	1.00	EACH	\$999.00	\$999.00
4	CABLE-PWR-CIG-M: Mobile Cigarette Power Cable	DIR-TSO-3652	1.00	EACH	\$455.10	\$455.10
5	VSBCSVC-03: Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	1.00	EACH	\$1,332.00	\$1,332.00
6	VSPK1SVC-03: Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	1.00	EACH	\$549.45	\$549.45
7	SSU-SYS-COM: Vigilant System Start Up & Commissioning of 'In Field' LPR system	DIR-TSO-3652	1.00	EACH	\$225.00	\$225.00
8	VS-SHP-01: VIGILANT SHIPPING & HANDLING CHARGES	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
9	VS-SSUSYS-COM: Startup & Commission "Hardware" - (Mobile per system, Fixed per camera)	DIR-TSO-3652	1.00	EACH	\$743.75	\$743.75
10	SVC-LPR-INSTALL: LPR Installation Services	DIR-TSO-3652	1.00	EACH	\$1,020.00	\$1,020.00
11	TRVL: Travel and Expenses	DIR-TSO-3652	1.00	EACH	\$745.00	\$745.00
12	VSF-100-RXD: ReaperXD Fixed LPR Camera System	DIR-TSO-3652	14.00	EACH	\$9,984.45	\$139,782.30
13	VS-CLIENTPORTAL-H: Client Portal Account	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
14	TAS-UL: Target Alert Service - LPR Alert Delivery Software - Unlimited User	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
15	CDFS-4HWW: Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5	DIR-TSO-3652	14.00	EACH	\$2,497.50	\$34,965.00
16	VSBCSVC-02: Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	5.00	EACH	\$7,076.25	\$35,381.25
17	TIS-BRKT-LPR-H-POLEMT: TIS Traffic Pole Mounting Bracket. Mounts on top of horizontal traffic arm.	DIR-TSO-3652	14.00	EACH	\$113.57	\$1,589.98



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0041234
Date: 5/22/2019
Delivery Date:
Expire Date: 6/21/2019
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:		SHIP TO:	
CTRMA		CTRMA	

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
18	TIS-CLC-KIT: TIS Cameral Locking Clamp Assy. Includes Camera Locking Clamp, Thumb Screw and Cap Screw	DIR-TSO-3652	14.00	EACH	\$43.70	\$611.80
19	CONS-PS-480-24: DIN Rail Power Supplies 480W 24V 20A	DIR-TSO-3652	2.00	EACH	\$265.56	\$531.12
20	CONS-POWER-CORD-3FT: Power Cord - NEMA 125V, 3-Prong, Black, 3ft	NON CONTRACT	2.00	EACH	\$4.50	\$9.00
21	2A-PAN-ARB-2U-SHELF: Shelf, 2U Rack for VPU Rack Mount	DIR-TSO-3652	2.00	EACH	\$75.17	\$150.34
22	VS-SHP-02: VIGILANT SHIPPING & HANDLING CHARGES	NON CONTRACT	14.00	EACH	\$0.00	\$0.00
23	TIS-CLK-KIT: TIS Camera Locking Clamp Assy. Includes Camera Locking Clamp, Thumb Screw and Cap Screw	DIR-TSO-3652	14.00	EACH	\$43.70	\$611.80
24	CONS-PS-480-24: DIN Rail Power Supplies 480W 24V 20A	DIR-TSO-3652	2.00	EACH	\$265.56	\$531.12
25	PWR-CON-WP-RJ45-COUPLER: RJ45 Connector Waterproof RJ45 Coupler Connector Shielded(2 per Pack)	DIR-TSO-3652	14.00	EACH	\$52.44	\$734.16
26	MISC-CONSUMABLES-50: Shrink,DIN Rail Terminal Block, Block Cover and Screws	DIR-TSO-3652	4.00	EACH	\$462.50	\$1,850.00
27	SVC-TIC-WAMA (TIER 1 SUPPORT): Tier 1 Technical Support	DIR-TSO-3652	18.00	EACH	\$462.50	\$8,325.00
28	VS-VSPTRNG: Vigilant End User Training for LPR Systems	DIR-TSO-3652	1.00	EACH	\$4,625.00	\$4,625.00
29	TIS-COMP-I78700T32G1TB: i7, 16GB RAM, 1TB SSD	DIR-TSO-3652	3.00	EACH	\$5,636.02	\$16,908.06
30	SWITCH-10PORT-POE: 10-Port Industrial Unmanaged PoE Ethernet Switch.	DIR-TSO-3652	2.00	EACH	\$1,118.32	\$2,236.64
31	COM-CBL-ETH-STP-BLU-2FT: SlimRun Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, STP, Pure Bare Copper Wire, 36AWG, 2ft, Blue.	DIR-TSO-3652	4.00	EACH	\$13.87	\$55.48
32	COM-CBL-ETH-STP-BLU-14FT: SlimRun Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, S/STP, Pure Bare Copper Wire, 36AWG, 14ft, Blue	DIR-TSO-3652	2.00	EACH	\$19.42	\$38.84
33	SVC-FIXED-LPR-INSTALL: LPR installation Services-Processor Sites	DIR-TSO-3652	14.00	EACH	\$878.75	\$12,302.50
34	SVC-NUC-INSTALL: NUC Installs	DIR-TSO-3652	4.00	EACH	\$1,300.78	\$5,203.12

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0041234
Date: 5/22/2019
Delivery Date:
Expire Date: 6/21/2019
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
35	VS-SSUSYS-COM: Startup & Commission "Hardware" - (Mobile per system, Fixed per camera)	DIR-TSO-3652	14.00	EACH	\$925.00	\$12,950.00
36	SVC-LPR-PM: Project Management for LPR Projects per enclosure. Includes all travel and documentation	DIR-TSO-3652	1.00	EACH	\$4,625.00	\$4,625.00
37	SVC-LPR-ENGINEERING: Engineering Services	DIR-TSO-3652	1.00	EACH	\$13,875.00	\$13,875.00
38	TRVL: Travel and Expenses	DIR-TSO-3652	1.00	EACH	\$9,250.00	\$9,250.00
39	SERVICES: GTS SERVICES: Lane Closure, Cable Drop, and Data Center Connection	DIR-TSO-3655	1.00	EACH	\$72,612.27	\$72,612.27
40	SERVICES: PROJECT MANAGEMENT: Project Management	DIR-TSO-3655	16.00	EACH	\$70.00	\$1,120.00

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.	Total Weight (EACH): 0 Total Volume (EACH): 0	Sales Total: \$404,526.48 Freight & Misc.: \$0.00 Tax Total: \$0.00 Total (USD): \$404,526.48
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		

Study by Fagan on Violator Enforcement

Violator
Enforcement Study



CENTRAL TEXAS
REGIONAL MOBILITY
AUTHORITY

Introduction

Senate Bill 1792 (SB 1792) grants toll authorities in Texas options to remedy the issue of chronic toll violators, also known as Habitual Violators (HV). The four options available today to toll entities include:

- Impounding the violator's vehicle
- Posting the names of chronic violators on the agency's website
- Flagging the vehicle renewal registration via the Department of Motor Vehicles, enforced by county Tax Assessor-Collectors
- Prohibiting the use of toll facilities

CTRMA is most interested in the fourth option, keeping HVs off the roadways. The approaches detailed in this study utilize advanced camera technology to detect HVs and notify the appropriate Law Enforcement (LE) agencies when prohibited vehicles use the roadways. These systems can notify patrolmen on duty or a LE command center about the vehicle's location and direction, as well as capture images that an agency may use to issue a citation if video evidence as enforcement is supported in their jurisdiction. Options include Mobile Automatic License Plate Recognition (ALPR), Fixed ALPR, as well as software plug-ins to existing toll systems.

Market Drivers

Unpaid tolls cost agencies millions of dollars each year. In the most extreme cases, an individual HV may accumulate tens-of-thousands of dollars, or more, in unpaid tolls and fees. This reality has motivated agencies to explore new ways of discouraging and preventing the chronic violators from using the roadways. Of course, to stop these users, they must be identified accurately and quickly, so that LE agencies can issue citations and/or prosecute HVs in a court of law.

Minimizing revenue leakage remains a key operational goal for tolling agencies. Unusually high revenue loss can create negative perceptions from paying customers, stakeholders, and financial rating agencies. As tolling approaches advance so should the methods of toll enforcement.

Despite harsher penalties, agencies across the nation remain frustrated with chronic violators creating large sums of unpaid tolls. While some revenue loss is typically part of operating toll facilities. There are additional solutions worth considering. The most direct, impactful approach is for LE to stop, cite, and force these individuals to address their unpaid accounts to a judge. Our study will explore technologies and vendors that help agencies and law enforcement to do just that.

Generic Overview

Mobile ALPR

Mobile ALPR is camera systems installed on police cruisers. The system continuously scans license plates as a LE officer patrols the roadway. These ALPR system references the plates against a database of HV vehicle license plate numbers for violator detection. The benefit of mobile ALPR systems is that the LE officer is within proximity of the offending vehicle when the ALPR database makes an identification. The ability to readily identify HV vehicles increases the likelihood that the officer can pursue and issue a citation. Mobile systems are also inexpensive, as little equipment is required to outfit a handful of vehicles. However, the flaw with this solution is that LE can only monitor vehicles driving within proximity of the police cruiser and only while that vehicle is on patrol. The probability that an officer on patrol will be in “the right place, at the right time” to catch a HV is low.

Fixed ALPR

Users mount these types of systems in a fixed position (typically on gantries and entrance/exit locations) to monitor the license plates of passing vehicles. The system sends an alert to LE. Again, the ALPR database hold the license plates of HV vehicles. The advantage to these systems over mobile ALPR is that they operate 24/7, scan the toll road in its entirety, and can immediately notify a LE command center if a violator is detected. Note that these systems are costlier because they require the procurement and installation of proprietary camera and roadside equipment at all toll points if the desire is to cover all roadways.

Existing Toll System Cameras Notify Law Enforcement

Back-office software solutions can integrate with and utilize existing tolling infrastructure to identify violators against a database once again. These systems are attractive to agencies because they do not require the procurement, installation, and maintenance of additional road-side equipment. The software runs on a hosted computer solution requiring zero hardware. It is essential to understand that these systems are not Commercial off the shelf (COTS) solutions. They need custom computer code to integrate with existing systems. As a result, these solutions take significantly longer to develop, test, and turn-up, compared to the packaged solutions previously mentioned. However, the cost savings of integrating with existing equipment is the attraction to such products.

Notes

If only one platform is to be selected, Fagan Consulting recommends a fixed ALPR system if CTRMA’s budget allows. Two of the three vendors we explored offer mobile enforcement solutions as part of their product line-up. However, we feel that there are too many limitations inherent in mobile systems to make them solely viable for identifying the majority of HVs. The always-watching, 24/7 nature, of fixed enforcement solutions will greatly increase the probability of catching these offenders. Additionally, publicizing the use of a fixed ALPR could serve as a strong deterrent to customers contemplating using the roadway once prohibited from doing so.

ALPR Specific Solutions/Vendors

In this section, we will examine and compare three qualified vendors capable of fulfilling an ALPR solution for CTRMA. We evaluated the vendors on the basis of features, limitations, time to implement, and price.

Vigilant Solutions

California-based, Vigilant Solutions, has implemented fixed and mobile ALPR solutions for dozens of law enforcement agencies in Texas, mostly local police and sheriff's departments. A few examples of Vigilant customers are Austin Police Department, Dallas Police Department, Dallas Fort Worth International Airport, FBI Dallas, and NTTA.



Features

Their Reaper product is a proprietary system of integrated camera and processor units installed at tolling points. The system is hosted in a private and secure data center, where a list of prohibited plates may be stored for HV detection. The system can alert LE via email, to a mobile application, or any Windows-based PC, thus eliminating the need for additional equipment in police cruisers or LE command centers.

Limitations

From a performance standpoint, there are no limitations. However, it is of note that the Reaper product is far more robust than what CTRMA requires to identify HVs. The system offers features, such as data sharing between law enforcement agencies and other police-related alerting services that are well outside the scope of the project.

Time to Implement

Due to the out-of-the-box nature of the Reaper product, it is possible that it may take as little as three months to implement.

Costs

Vigilant has quoted us a total cost of approximately \$550,000 for a hosted fixed ALPR system covering all CTRMA's roadways. This capital expenditure is independent of a \$17,000 per year hosting fee. Vigilant estimates a non-hosted system at \$615,000. The system includes a one-year warranty. Work permits, any related costs, and electrical usage would be the responsibility of CTRMA.

Leonardo

Leonardo is an Italian, high-tech defense and security firm with offices in North Carolina. The firm has been in business for nearly seventy years. They have provided ALPR solutions nationwide, most notably in Texas and Georgia.



Features

Their ELSAG ALPR product line features both fixed and mobile camera technologies. The ELSAG Plate Hunter F3 product is a proprietary solution that utilizes dedicated ELSAG cameras at tolling points. The system runs at the roadside, and the customer has the option of hosting the solution on local servers or in-the-cloud on an Amazon AWS platform. The system can reference either a “HOT list” of prohibited plates or a “WHITE list” of allowed plates and can alert LE as needed. Like Vigilant, the ELSAG system does not necessitate additional equipment in police cruisers or LE command centers. Only a computer or mobile device, as well as, an internet connection is required to receive alerts.

Limitations

There are no limitations, except cost.

Time to Implement

Due to the out-of-the-box nature of the ELSAG Plate Hunter product, it is possible that it may take as little as three months to implement.

Costs

Leonardo estimates that it would cost approximately \$867,000 to install and maintain a fixed ALPR Plate Hunter system for all toll points that CTRMA maintains. This capital expenditure includes a one-time hosting fee for the AWS solution. As with Vigilant, work permits, related costs, and electrical usage would be the responsibility of CTRMA.

Ace Applications

Florida-based, Ace Applications, is a relative newcomer to ALPR. Nevertheless, recently, they successfully developed an alert system for a large tolling agency in Florida.



Features

Their solution is a software package that integrates with an existing back office system. The software is hosted at the lane level and resides on the Microsoft Azure cloud, negating the need for additional roadside computing hardware and maintenance. Utilizing existing camera and roadside equipment, the software references, in real-time, incoming plate data against a database of offenders. Once a HV is identified, LE may be alerted via a desktop or mobile application, SMS text message, or email. The system gives real-time updates regarding the vehicle's direction and last known location, so that police officers on patrol have the opportunity to intercept and cite the violator.

Limitations

Due to the customized nature of Ace's software, such a solution will take far longer to implement than competitors' offerings. As this would be a one-off system, there are risks associated with delays in development due to unforeseen technical roadblocks. We recommend that if CTRMA is interested in Ace's offerings, a workshop be held between Ace, the back-office vendor, and roadside vendor to investigate any potential issues with integration before making any commitments.

Time to Implement

Five-to-six months of development time is required, as well as an additional one-to-two months for testing and turn-up. This solution will likely take twice the time (possibly more) to implement as compared to one of the COTS solutions from Vigilant or Leonardo.

Costs

Ace estimates that it would require a capital expenditure of approximately \$275,000 to implement such a system and roughly \$70,000 in annual maintenance. Maintenance covers all break-fix and updates/patches. Their Master Service Agreement is standard at one year, and a discount is available for multiple years.

ALPR Specific Solutions – Vendor Summary

The Vendor Summary table below summarizes the critical factors concerning each vendor researched.

Vendor Summary

Feature	Vigilant	Leonardo	Ace Applications
Fixed ALPR solution	X	X	X
Mobile ALPR solution	X	X	
Cloud based	X	X	X
Onsite	X	X	X
Implementation Time <3 months	X	X	
Implementation Time >3 months			X
Alerts provided via email, SMS	X	X	X

Next Steps

Any of these vendors can meet CTRMA’s roadside enforcement needs. As a next step, Fagan Consulting recommends that CTRMA have comprehensive discussions with these vendors to ascertain specific requirements and more exact pricing. It is important to note that the costs researched in this study are estimates for comparison purposes. Vendors’ contact information is in Appendix A.



Appendix A: Vendor Contacts

Vigilant Solutions

Chantell Tice
Client Success Manager, West Coast
chantell.tice@vigilantsolutions.com
(512) 983-8773

Leonardo

Craig Duncan
Southern Regional Field Operations Manager
craig.duncan@leonardocompany-us.com
(910) 986-0596

Ace Applications

Courtney Powell
Sales Manager, Ace Applications
cpowell@aceapplications.com
(407) 353-3748



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #12

Executive Director Board Report

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Executive Director Board Report:

- A. WSP USA Inc. agreement extension.
- B. Presentation to Rollingwood council.
- C. Meeting with Austin City Council member regarding projects.
- D. SH 45SW Update.
- E. Status of 183 South, Phase I.
- F. Potential loan for MoPac North.
- G. 183A Phase III Public Hearing on June 13, 2019.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #13

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

June 26, 2019
AGENDA ITEM #14

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2019
AGENDA ITEM #15

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2018
AGENDA ITEM #16

Board Workshop & Policy Discussion

Strategic Plan Relevance: Regional Mobility/Economic Vitality/ Sustainability
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Presentation and discussion only

Summary:

A. Financial Forecast

- i. Revenue/Expense Projections
- ii. Reserve Funds
- iii. Capital Improvement Plan

B. Strategic Initiatives

- i. Park and Ride Program
- ii. Future Mobility Authority Expansion: Surrounding Counties

C. Board Input/Direction

- i. Approach to toll collection and discuss toll tag usage
- ii. Board authorization for procurement of goods/services
- iii. Actions requiring a Board determination
 - a. Review current list of Board Decision Items

D. Other Topics for Discussion or Future Consideration

- i. Annual Audit/Annual Operating Budget - changes to process?
- ii. Toll Rate Setting Policy
- iii. Staffing Model (GEC/CTRMA staffing)
- iv. Non-tolled transportation project development

- v. Workforce Development
- vi. Mobility Innovation/Future Technology Infrastructure (future ready)
- vii. Different business lines permitted by statute (Utilities, Trails, Airports, etc.)
- viii. Corporate Structure of the Agency - Succession planning for key positions, employee retention
- ix. Regional Infrastructure Fund (reimbursement schedule to CAMPO)
- x. AARO Primer on Transportation Planning/Funding

Backup: Board presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2018
AGENDA ITEM #17

Closing remarks & Board direction on next
Board Workshop

Strategic Plan Relevance: Regional Mobility/Economic Vitality/ Sustainability
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Discussion only

Summary:

Board Members' closing remarks on workshop topics and discussion regarding next Board Workshop format and topics.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2018
AGENDA ITEM #18

Adjourn Board Meeting & Workshop

Strategic Plan Relevance: Regional Mobility/Economic Vitality/ Sustainability
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Discussion only

Summary:

Adjourn Board Meeting & Workshop.