



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, November 20, 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*

AGENDA

No action on the following:

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

Consent Agenda

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

2. Approve the minutes from the October 30, 2019 Regular Board Meeting.
3. Accept the financial statements for October 2019.
4. Add 45SW to the Mobility Authority Turnpike System.
5. Approve settlement agreements with property owners related to the MoPac Improvement Project.
6. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.
7. Authorize Great Pacific Securities to provide investment services and engage in investment transactions with the Mobility Authority.

Regular Items

Items to discuss, consider, and take appropriate action.

8. Authorize the Issuance, Sale, and Delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Series 2020A, Senior Lien Revenue Refunding Bonds, Taxable Series 2020B, and Revenue Notes, Series 2020 in accordance with Specified Parameters.
9. Approve a toll rate for the 290E Phase III Project.
10. Approve a stipend for and authorize issuance of a Request for Detailed Proposals to deliver the 183 North Mobility Project under a Design-Build Agreement.
11. Amend the Mobility Authority Policy Code, Chapter 3, Article 9, Subchapter A, Section 301.005 to implement new incentive programs and promotion efforts.
12. Approve an Amended and Restated Toll Collection System Maintenance Services Contract with Kapsch TrafficCom USA, Inc.
13. Prohibit the operation of certain vehicles on Mobility Authority toll facilities.

Briefings and Reports

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

14. Procurement for financial advisory services.
15. Wrong Way Driver Update.
16. MoPac and 183 South Operational and Technology Enhancements Project.
17. Barton Skyway Ramp Enhancement Project.
18. Federal Highway Administration cost estimate review process.
19. Executive Director Board Report
 - A. Workforce update
 - B. Funding Park & Ride facilities as part of Mobility Authority toll projects

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:

20. 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).
21. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
22. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

23. Adjourn Meeting.

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.

*Mobility Authority Board Meeting Agenda
Wednesday, November 20, 2019*

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.

(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.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #1

Welcome and opportunity for
public comment

Welcome and opportunity for public comment.

Board Action Required: No



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #2

Approve the minutes from the
October 30, 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 October 30, 2019 Regular Board Meeting.

Backup provided: Draft minutes, October 30, 2019 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, October 30, 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 October 25, 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/10302019-532>

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 Jenkins called the meeting to order at 9:01 a.m. with the following Board members present: David Armbrust, Mike Doss, John Langmore, Nikelle Meade, and David Singleton

2. Opportunity for public comment.

No comments were offered.

3. Audit Committee Meeting:

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

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

B. Mary Temple, Controller introduced auditors Heath Jackson Assurance Manager RSM US, LLP, Michael O'Brien, Partner and Tino Robledo, Senior Manager with RSM US, LLP.

Michael O'Brien, Partner, RSM US, LLP presented the Fiscal Year 2019 Audit Reports.

- C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2019 Audit Reports.

Following the Board discussion, Audit Committee Chairman Singleton entertained a motion to accept the Fiscal Year 2019 Audit Reports.

MOTION: Accept the Fiscal Year 2019 Audit Reports.

RESULT: Approved (Unanimous); 7-0

MOTION: Mike Doss

SECONDED BY: Nikelle Meade

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

NAY: None.

ADOPTED AS: RESOLUTION NO. 19-053

- D. Adjourn Audit Committee.

David Singleton adjourned the Audit Committee and Chairman Jenkins reconvened the regular meeting of the Board of Directors at 9:25 a.m.

Consent Agenda

4. Approve the minutes from the September 11, 2019 Regular Board Meeting.
5. Approve an interlocal agreement with the North East Texas Regional Mobility Authority for Pay By Mail receivables management services.

ADOPTED AS: RESOLUTION NO. 19-054

6. Authorize the Executive Director to execute Interlocal Agreements with the Texas Department of Transportation for materials inspection and testing services.

ADOPTED AS: RESOLUTION NO. 19-055

7. Approve Amendment No. 1 to the Interlocal Agreement with University of Texas Center for Transportation Research for on-call research and advisory services.

ADOPTED AS: RESOLUTION NO. 19-056

MOTION: Approve Item Nos. 4 thru 7 under the consent agenda

RESULT: Approved 7-0;

MOTION: Mark Ayotte
SECONDED BY: David Singleton
AYE: Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.

Regular Items

8. Accept the financial statements for August 2019 and September 2019.

Presentation by Mary Temple, Controller

MOTION: Accept the financial statements for August 2019 and September 2019.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: Mike Doss

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 19-057**

9. Discuss and consider modifying the annual toll rate escalation becoming effective on January 1, 2020.

Presentation by Bill Chapman, Chief Financial Officer and Justin Word, P.E., Director of Engineering.

Following Board discussion, no action was taken on this item.

10. Discuss and consider amending Mobility Authority Policy Code, Chapter 3, Article 9, Subchapter A, Section 301.002(c) to address annual toll rate escalation for the MoPac Express Lanes.

Presentation by Bill Chapman, Chief Financial Officer

MOTION: Defer the annual toll rate escalation for the MoPac Express Lanes for one year.

RESULT: Failed; 2-5

MOTION: John Langmore

SECONDED BY: David Armbrust

AYE: Armbrust, Langmore

NAY: Ayotte, Doss, Jenkins, Meade, Singleton

- 11.** Approve Amendment No. 1 to the Interlocal Agreement with the Capital Area Metropolitan Planning Organization related to the MoPac Improvement Project.

Presentation by Robert Goode, Deputy Executive Director

MOTION: Approve Amendment No. 1 to the Interlocal Agreement with the Capital Area Metropolitan Planning Organization related to the MoPac Improvement Project.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: Mike Doss

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

NAY: None.

ADOPTED AS: RESOLUTION NO. 19-058

- 12.** Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the 183A Phase III Project as a toll project.

Presentation by Robert Goode, Deputy Executive Director

MOTION: Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the 183A Phase III Project as a toll project.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: Mark Ayotte

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

NAY: None.

ADOPTED AS: RESOLUTION NO. 19-059

- 13.** Add the 183A Phase III Project to the Mobility Authority Turnpike System.

Presentation by Robert Goode, Deputy Executive Director

MOTION: Add the 183A Phase III Project to the Mobility Authority Turnpike System.

RESULT: Approved (Unanimous); 7-0

MOTION: Mike Doss

SECONDED BY: David Singleton

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 19-060**

14. Authorize the Executive Director to issue work authorizations for general engineering consultant services for the MoPac South Project.

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

MOTION: Authorize the Executive Director to issue work authorizations for general engineering consultant services for the MoPac South Project.

RESULT: Approved (Unanimous); 7-0

MOTION: John Langmore

SECONDED BY: Nikelle Meade

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 19-061**

Briefings and Reports

15. Quarterly project updates:

- A. 183 South

Presentation by Justin Word, P.E., Director of Engineering, Daniel Freeman, Atkins Sr. Project Director 183 South, and Steve Pustelnyk, Director of Community Relations.

- B. 290E Phase III

Justin Word, P.E., Director of Engineering introduced presenter Greg Blake, P.E., Atkins, Program Manager

C. MoPac South – public outreach & environmental schedule

Justin Word, P.E., Director of Engineering introduced presenter Charlotte Gilpin, K. Friese, MoPac South Environmental Corridor Manager

D. 183 North

Justin Word, P.E., Director of Engineering introduced presenter Neil Paytner, WSP Project Manager

16. MoPac Express Lane Performance Review & Operations Update

A. Operations Update

Mike Heiligenstein, Executive Director introduced presenter Tracie Brown, Director of Operations and Christopher Mwalwanda, Vice President, CDM Smith

B. Emissions and Fuel Consumption Analysis

Presentation by Mia Zmud, Mobility Innovation Manager

C. Metropia Rideshare Analysis

Presentation by Mia Zmud, Mobility Innovation Manager

D. CapMetro ridership

Presentation by Mia Zmud, Mobility Innovation Manager

17. Executive Director Board Report

A. Habitual Violator Program

Item was skipped

B. Toll Exemption Update

Item was skipped

C. 290E Phase IV

Presentation by Mike Heiligenstein, Executive Director

D. Upcoming refinancing opportunities for outstanding debt

Presentation by Bill Chapman, Chief Financial Officer

Executive Session Pursuant to Government Code, Chapter 551

Chairman Jenkins announced in open session at 11:53 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

18. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).
19. 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).
20. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
21. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:26 p.m.

Regular Board Items

22. Authorize negotiation and execution of a contract to purchase each of the following described parcels or property interests for the 183 South (Bergstrom Expressway) Project:
 - A. Parcel 127E of the 183 South (Bergstrom Expressway) Project, an easement taking of 3.052 acres, from 26.845 acres of real estate, **owned by Church of Christ at East Side**, and located at 5701 East Martin Luther King, Jr. Boulevard, on the southwest corner of U.S. Hwy 183 and East MLK Jr. Blvd, Austin, Texas.

MOTION: Authorize the Executive Director the Executive Director to execute a settlement agreement on an easement taking of 3.052 acres from 26.45 acres of real estate **owned by Church of Christ at East Side**, and located at 5701 5701 East Martin Luther King, Jr. Boulevard, on the southwest corner of U.S. Highway 183 and East MLK Jr. Blvd, Austin, Texas 78721 Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom

Expressway), a state highway project, by adopting the resolution presented in executive session

RESULT: Approved (Unanimous); 7-0

MOTION: Nikelle Meade

SECONDED BY: Mark Ayotte

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 19-062**

After confirming no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 12:28 p.m.

23. Adjourn.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #3

Accept the financial statements
for October 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 October 2019.

Backup provided: Draft Resolution
Draft financial statements for October 2019

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

RESOLUTION NO. 19-0XX

ACCEPT THE FINANCIAL STATEMENTS FOR OCTOBER 2019

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cash flows from operating activities:

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

Cash flows from capital and related financing activities:

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

Cash flows from investing activities:

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

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

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

Reconciliation of cash and cash equivalents:

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

INVESTMENTS by FUND

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

CTRMA INVESTMENT REPORT

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

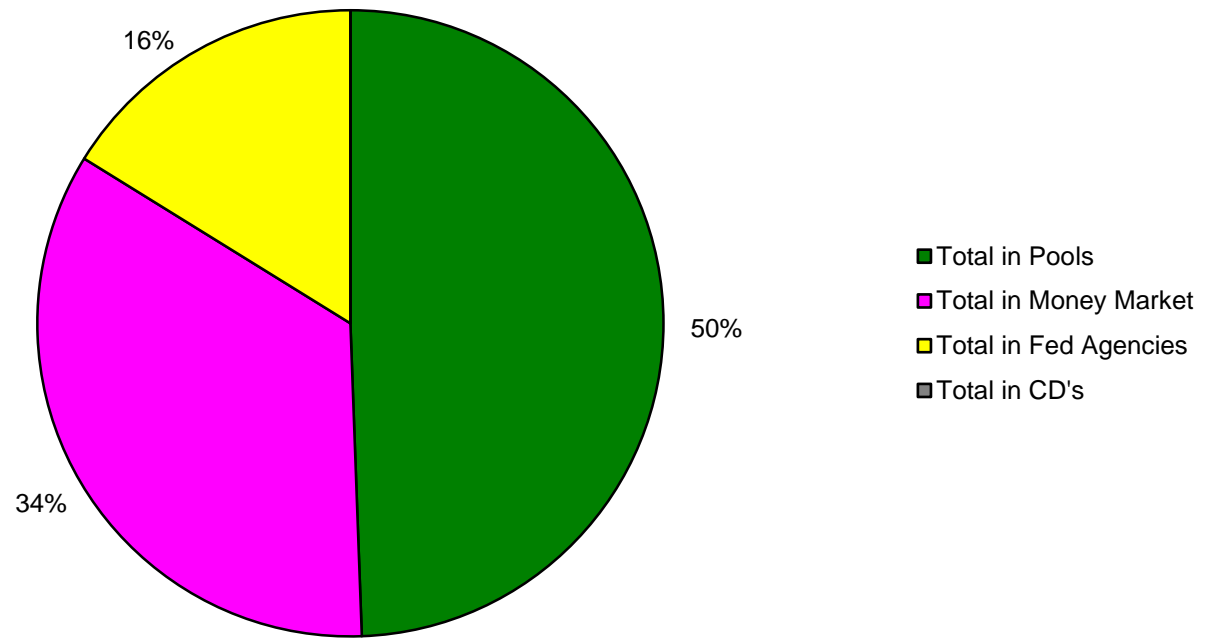
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

10/31/2019

Allocation of Funds



Amount of Investments As of October 31, 2019

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

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

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

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

Campo Regional Infrastructure Fund

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

Travis County Escrow Fund - Ross Road

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



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



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

Total Project Contingency	\$47,860,000
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Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)	
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385	
	CO#4 Greenroads Implementation	\$362,280	
	CO#6 51st Street Parking Trailhead	\$477,583	
	CO#9 Patton Interchange Revisions	\$3,488,230	
	CO#17 Boggy Creek Turnaround	\$2,365,876	
	Others Less than \$300,000 (6)	\$1,228,917	
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0	
	Executed Change Orders		\$5,885,337
	Change Orders Under Negotiation		\$6,620,000
Potential Contractual Obligations		\$20,510,000	

(-) Total Obligations	\$33,015,337
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Remaining Project Contingency	\$14,844,663
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**SH 45SW Construction
Contingency Status**
October 31, 2019



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

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



290E Ph. III
Contingency Status
 October 31, 2019



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

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

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

(-) Total Obligations	\$2,268,042
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Remaining Mobility Authority Contingency	\$8,420,910
Remaining TxDOT Contingency	\$15,236,961



MOPAC Misc. Construction
Financial Status
 October 31, 2019



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

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



Monthly Newsletter - October 2019

Performance

As of October 31, 2019

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

October Averages

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

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

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

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

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

New Participants

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

★City of Elkhart

★Harris County MUD No. 69

★Lohn ISD

Holiday Reminder

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

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

Economic Commentary

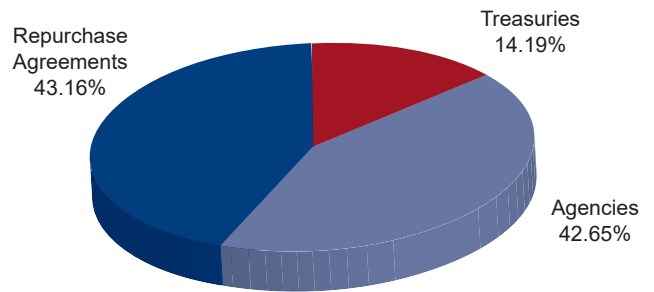
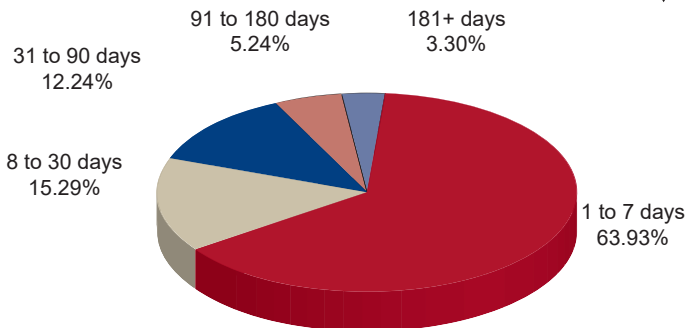
The Trump administration announced a "Phase One Trade Deal" in which China committed to significantly increase purchases of U.S. agricultural products, accelerate the opening of its financial sector, and allow for more transparency in its currency markets, in exchange for a suspension of the U.S. tariff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

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

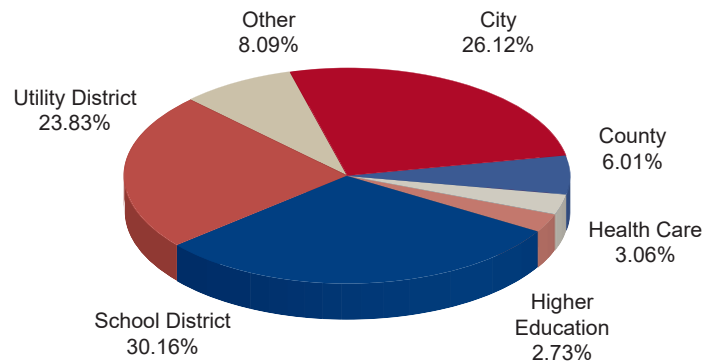
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of October 31, 2019



Portfolio by Maturity As of October 31, 2019



Distribution of Participants by Type As of October 31, 2019

Historical Program Information

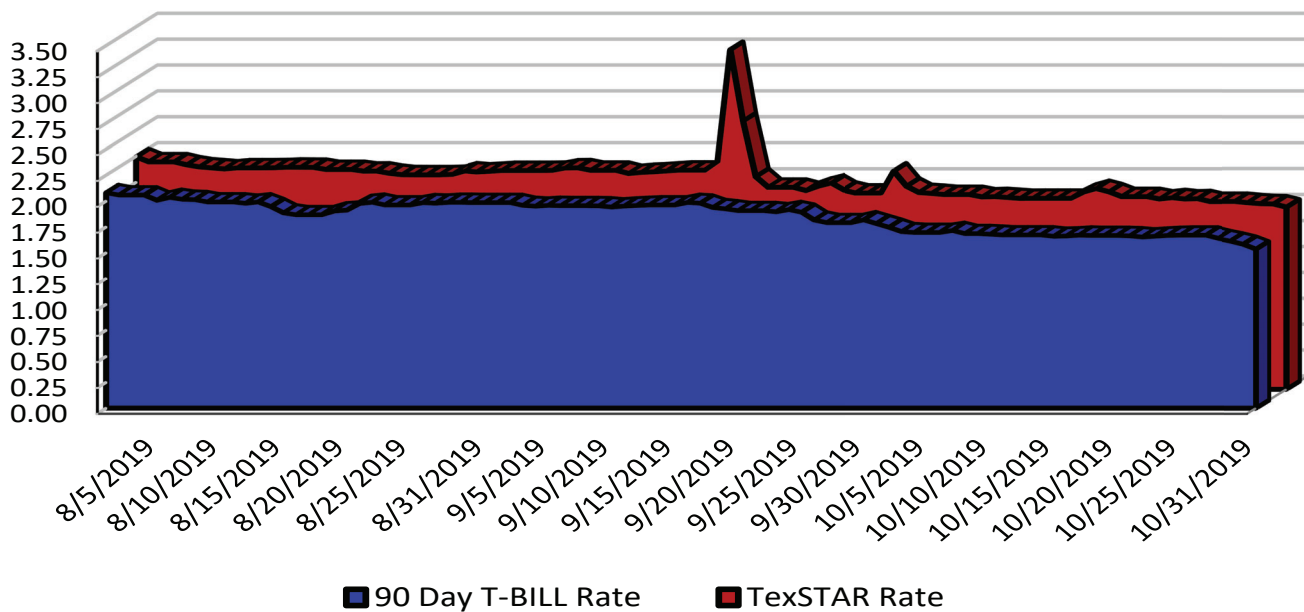
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 19	1.8510%	\$8,148,867,422.02	\$8,148,521,034.89	0.999957	24	109	915
Sep 19	2.1065%	7,801,760,097.32	7,801,464,171.79	0.999962	22	113	912
Aug 19	2.1258%	8,162,241,291.21	8,162,120,700.72	0.999955	22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

Portfolio Asset Summary as of October 31, 2019

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

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for October 2019

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



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

TexSTAR Board Members

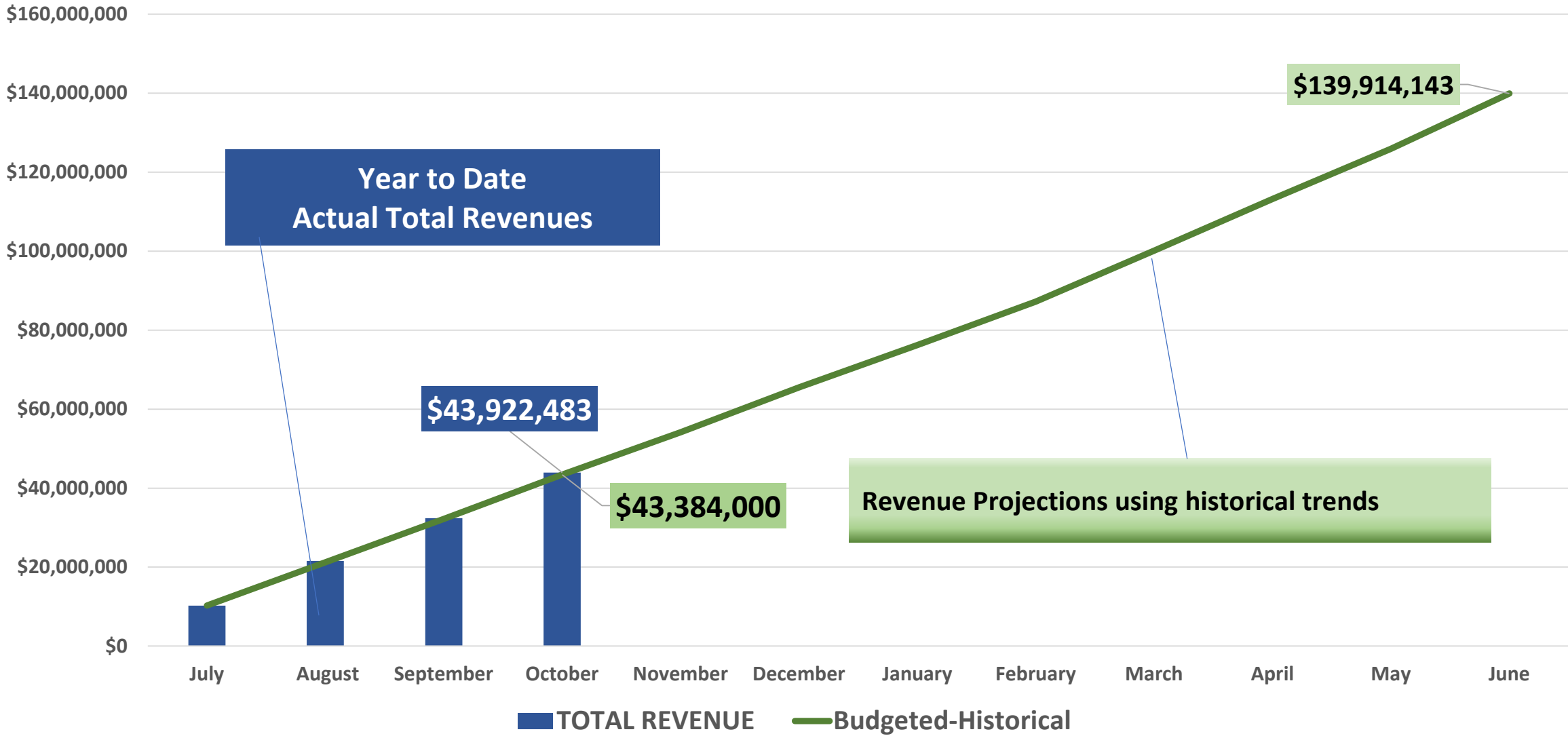
William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing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



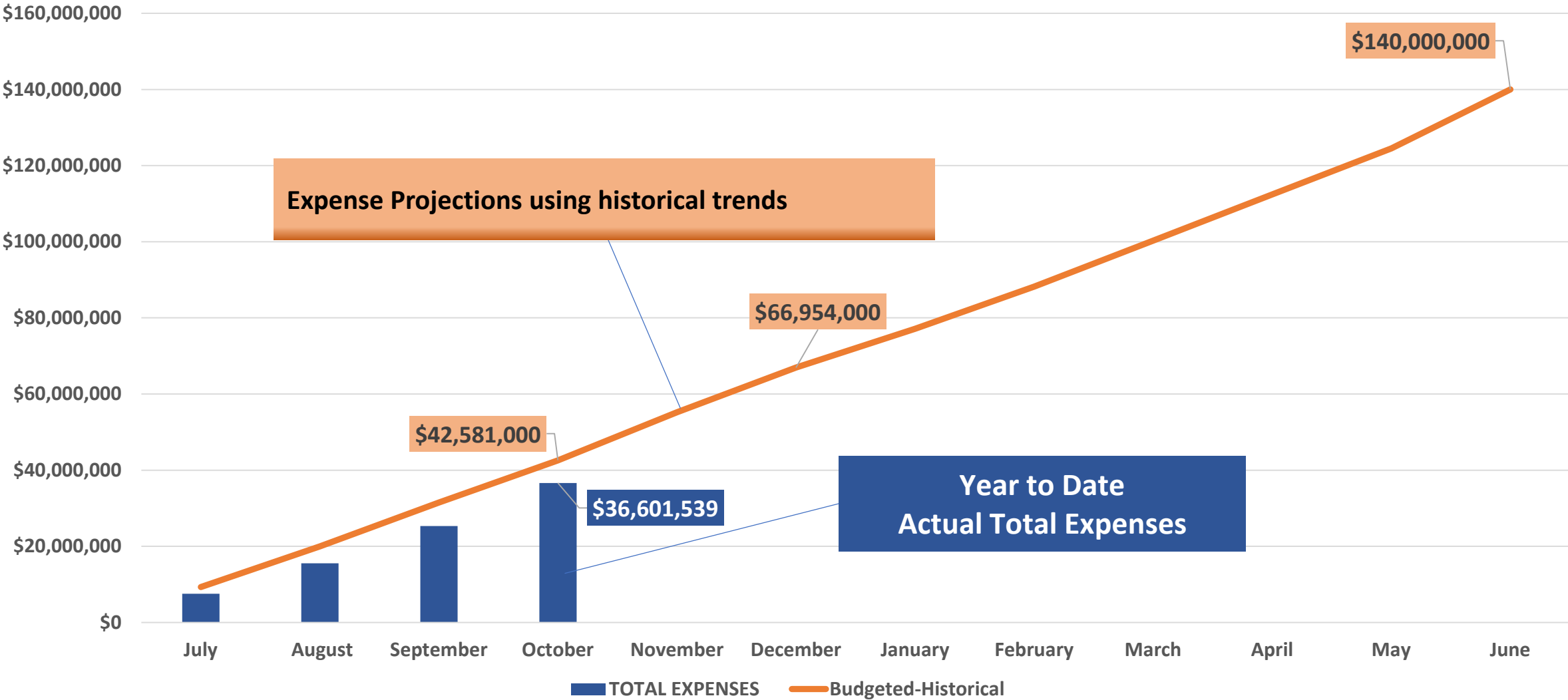
The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe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

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

Actual vs Budgeted Revenue



Actual vs Budgeted Expenses





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #4

Add the 45SW Toll Project to the Mobility
Turnpike System

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 the draft resolution

Background – The Transportation Code, Section 370.034, allows an authority to operate two or more transportation projects as one operational and financial enterprise, more commonly known as a “System”. The Board, after making certain determinations, may expand the System to add a transportation project.

The Central Texas Regional Mobility Authority has previously established the CTRMA Turnpike System to include the 183A Phase I Project, the 183A Phase II Project, the 183A Phase III Project, the Manor Expressway (290 East) Project (comprised of the 290E Phase I Project, the 290E Phase II Project and the 290E Phase III Project), the Bergstrom Expressway (183 South Project) and the SH 71 Express Project.

45SW Toll is an innovative 3.6-mile four-lane toll road built on state property between MoPac and FM 1626 bringing relief to the rapidly growing area of northern Hays and southern Travis counties. Access to 45SW is available from FM 1626, Bliss Spillar Road, MoPac, and SH 45 west of MoPac.

Previous Actions –In July 2016, the contract for 45SW construction services was awarded to McCarthy Building Companies (MBC). CTRMA entered an agreement with TxDOT in October, 2016 where TxDOT would loan the authority \$60 million to construct the 45SW Toll.

Action requested/Staff Recommendation - The Executive Director has determined and recommends that the 45SW Toll Project could be most efficiently and economically operated if it were a part of the System, and that the inclusion of the 45SW Toll Project in the System will benefit the System. The Executive Director also has determined that traffic needs of Williamson County, Travis County, and the surrounding region could be most efficiently and economically met by including the 45SW Toll Project in the System.

The draft resolution ratifies and confirms the inclusion of the 45SW Toll Project to the existing Mobility Authority Turnpike System after repayment, defeasance, refunding, refinancing or restructuring of any outstanding Authority debt obligations secured by revenues of the 45SW Toll Project.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

Description of the SH 45 Southwest Project

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #5

Approve settlement agreements with property
owners related to the MoPac Improvement
Project

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve (Be a good neighbor...)

Department: Engineering/Community Relations

Contact: Steve Pustelnyk, Director of Community Relations

Associated Costs: \$16,329.64

Funding Source: MoPac Improvement Project/CH2M Hill

Action Requested: Consider and act on draft resolution

Summary:

Over the course of the MoPac Improvement Project, there were homeowners with properties adjacent to the sound walls who contacted the project contractor, CH2M Hill regarding claims related to construction. The Mobility Authority was able to work with the contractor to resolve most of these claims. At the conclusion of the project, seven claims remained outstanding, with a total value of \$16,329.64. The claims were for issues like damage to landscaping, irrigation systems and fencing.

To ensure good community relations and to expedite payment of the claims, the Mobility Authority paid the homeowners' claims and withheld the amount paid from payments due to CH2M Hill. In conjunction with the payments, the residents were asked to sign a "Settlement Agreement and Release of Claims." One homeowner, Mr. Haddad requested a slight rewording of the agreement to address his specific concerns about unforeseen events in the future. Copies of the two settlement agreements are included with the backup materials. Staff is seeking Board approval of the settlement terms and ratification of the Settlement Agreements executed by the homeowners.

Backup provided: Copy of Settlement Agreements
List of Claimants
Draft Resolution

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

MoPac Stakeholder Settlement List

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

Exhibit B

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

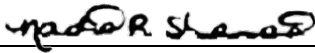
PERSONALLY; AND THAT THOSE TERMS, AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY CLAIMANT.

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

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

Dated: 10/14/19

Claimant Name:



By: Nadia R Shanaa
Its: Property Owner

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 10/11/19

Claimant Name:

Riley Hickerson

By: Alfred Nelson

Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated:

6/28/19

Claimant Name:

By:

Its:

Quentin Nowland
OWNER

Dated: _____

Central Texas Regional Mobility Authority

By: _____

Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 9/16/2019

Claimant Name:

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

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

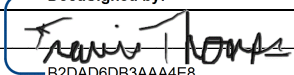
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below:

Dated: 10/21/2019

Claimant Name:

Travis Thompson

DocuSigned by:

By: 
Its: B2DAD6DB3AAA4E8...

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 10/11/19

Claimant Name:

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

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____

**SETTLEMENT AGREEMENT
AND
RELEASE OF CLAIMS**

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

RECITALS

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

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

6. Additional Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 10/11/19

Claimant Name:

Danette Pizzini STEIN
By: Danette Pizzini Stein
Its: _____

Dated: _____

Central Texas Regional Mobility Authority

By: _____
Its: _____



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #6

Approve the annual compliance report for
submittal to the Texas Department of
Transportation as required by 43 Texas
Administrative Code §26.65

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

Summary:

Pursuant to 43 Texas Administrative Code §26.65, the Mobility Authority is required to submit a report to TxDOT confirming that the Mobility Authority has complied with all the responsibilities it is required to perform under Texas Administrative Code, Title 43, Chapter 26, Subchapter G. The compliance report must be in the form prescribed by TxDOT, approved by official action of the Board of Directors, and certified as correct by the Executive Director.

The attached resolution provides the required Board approval for the compliance report.

Backup Provided:	Draft Resolution Compliance Report
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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

Central Texas Regional Mobility Authority
Compliance Report

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #7

Authorize Great Pacific Securities to provide investment services and engage in investment transactions with the Mobility Authority

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:

Texas Government Code §2256.025 and Mobility Authority Policy Code §201.011 require the Board to annually review and approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority. The recommended list of authorized financial institutions and investment brokers, included in the backup materials, shows the addition of one new firm- Great Pacific Securities.

Backup provided: Draft Resolution
List of authorized financial institutions and investment brokers

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

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

Exhibit A

Authorized Investment Broker Dealers and Financial Institutions

Alamo Capital (Wes Hall)
201 N. Civic Dr, Suite 145
Walnut Creek, CA 94596

Cantor Fitzgerald (Gilbert Ramon)
1700 Post Oak Blvd, 2 BLVD Place, Suite 250
Austin, TX 78701

FTN Financial Capital Markets (John Saragusa)
206 Wild Basin Road, Suite 109
Austin, Texas 78746

Ladenburg Thalmann & Co. (Steve Neri)
2020 Main Street, Suite 650
Irvine, California 92614

Multi-Bank Securities, Inc. (Mack McReynolds)
1000 Town Center #2300
Southfield, MI 48075

Oppenheimer & Co. Inc. (Paul Sullivan/Chris Sullivan)
85 Broad Street, 22nd Floor
New York, NY 10004

Rice Financial Products company (Jared Fragin)
55 Broad Street, 27th Floor
New York, NY 10004

Vining Sparks IBG, L.P. (Josh Gorham)
775 Ridge Lake Boulevard
Memphis, TN 38120

Great Pacific Securities
151 Kalmus Drive, Suite H-8
Costa Mesa, CA 92626



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #8

Authorize the Issuance, Sale, and Delivery of
Central Texas Regional Mobility Authority
Senior Lien Revenue Bonds, Series 2020A,
Senior Lien Revenue Refunding Bonds,
Taxable Series 2020B, and Revenue Notes,
Series 2020 in accordance with Specified
Parameters

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 the draft resolution

Background –The Mobility Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing and refinancing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations.

Low current interest rates give the Mobility Authority an opportunity to refund existing Bonds to reduce financing costs, replace existing debt obligations on 45SW Toll to reduce financing costs and to be able to bring that project into the Authority’s System, and fund additional enhancement projects for the MoPac Improvement Project.

2020 Senior Lien Bonds – Senior Lien Revenue Bonds, Series 2020A, Senior Lien Revenue Refunding Bonds, Taxable Series 2020B, and Revenue Notes, Series 2020 (collectively the “2020 Obligations”) will be issued to (i) refund all or a portion of the 2013A Refunded Bonds, (ii) pay or refinance Costs of the 45SW Toll Project and (iii) make deposits to a reserve fund, (iv) pay the costs of issuance for the 2020 Obligations.

Parameters Resolution – A parameters resolution authorizes the Board’s designated Authorized Officer (Chairman, Executive Director, or Chief Financial Officer) to act on

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

FINDINGS AND DETERMINATIONS

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

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

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

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

ARTICLE II

ISSUANCE OF 2020 OBLIGATIONS; APPROVAL OF DOCUMENTS

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

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

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

ARTICLE III

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

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

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

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

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

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

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

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

ARTICLE IV

APPROVAL OF SALE OF 2020 OBLIGATIONS

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

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

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

ARTICLE V

APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION

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

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

ARTICLE VI

APPROVAL OF OFFICIAL STATEMENT

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

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

ARTICLE VII

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

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

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

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

ARTICLE VIII

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

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

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

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

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

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

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

ARTICLE IX

GENERAL PROVISIONS

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #9

Approve a toll rate for the 290E Phase III
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 290 East Phase III 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 two tolled direct connectors are projected to open early to mid-2020.

Action Requested/Staff Recommendation - Staff recommends establishing tolls consistent with the tolls projected in the 290 East Phase III Road Traffic and Revenue Forecasts dated October 19, 2018. Upon opening, the toll for a passenger car (two axle) vehicle with a TxTAG or other transponder account will be \$0.61. 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.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

4.4 FUTURE TOLL RATES

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

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

Table 4.7: 290E Toll Schedule (Autos)

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #10

Approve a stipend for and authorize issuance of
a Request for Detailed Proposals to deliver the
183 North Mobility Project under a Design-
Build Agreement

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	Statutory stipend of 0.2% of successful Proposer's Design-Build Price Proposal to each unsuccessful shortlisted Proposer
Funding Source:	Funding will ultimately be provided through a combination of toll revenue bonds and Transportation Infrastructure Finance and Innovation Act (TIFIA) funds.
Action Requested:	Consider and act on draft resolution

Project Description - The 183 North Mobility Project ("Project") will expand capacity along a nine mile stretch of US 183 between SH 45 North and MoPac by adding two tolled express lanes in each direction in the middle of US 183. Additionally, the Project will expand the existing US 183 to four non-tolled general-purpose lanes in each direction, construct a shared use path, and construct sidewalks along the frontage roads between SH 45 North/RM 620 and Loop 1. The project also includes the addition of a direct connector between the existing express lanes on MoPac and the proposed express lanes on US 183 as well as additional operational improvements south along MoPac. This Project will allow for improved commutes from north Austin and Williamson County to and from downtown Austin.

The Mobility Authority's current cost estimate for the Design-Build agreement is approximately \$350 million.

Previous Actions/Brief History of the Project - On April 27, 2016, the Mobility Authority

received environmental approval for the development of the 183 North Project through the issuance of a Finding of No Significant Impact (FONSI) by the Texas Department of Transportation (“TxDOT”).

On April 26, 2017, the Mobility Authority exercised its option as a local toll project entity to develop, finance, construct, and operate the 183 North Project.

On January 31, 2019, the Texas Transportation Commission approved the release of \$104.2 million in federal funding for the non-tolled portion of the Project.

On May 24, 2019, the Mobility Authority received five Statements of Qualification, from which the following three Proposers were short-listed:

1. Capital Express Partners
2. Colorado River Constructors
3. Great Hills Constructors

Consequent to Board approval on July 24, 2019 draft Requests for Detailed Proposals (RFDP) documents were issued to these short-listed Proposers on August 9, 2019, with a subsequent revision issued on October 2, 2019.

Mobility Authority staff and consultants have prepared the Request for Detailed Proposals (RFDP) for the design-build agreement to construct the 183 North Mobility Project. We are currently working with the Texas Department of Transportation and Federal Highway Administration to obtain formal approval of the RFDP and authorization to issue the RFDP to the shortlisted Proposers.

Action requested/Staff Recommendation -

Consistent with the Procurement Policies and applicable law, the Mobility Authority will include a payment provision in the RFDP that entitles each unsuccessful shortlisted team that submits a qualifying response to receive a stipend of 0.2% of the successful Proposer’s Design-Build Price Proposal. Issuance of these payments will be based on the terms and conditions in the RFDP, and entitles the Mobility Authority to use all work product submitted by the Proposer, including concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans and specifications.

The Executive Director recommends Board authorization to release the RFDP to the shortlisted Proposers.

Funding - Funding will ultimately be provided through a combination of toll revenue bonds and Transportation Infrastructure Finance and Innovation Act (TIFIA) funds.

Backup Provided: Draft Resolution for Board Consideration

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #11

Amend the Mobility Authority policy Code,
Chapter 3, Article 9, Subchapter A, Section
301.005 to implement new incentive programs
and promotion efforts

Strategic Plan Relevance: Deliver Multi-Faceted Mobility Solutions
Employ a Collaborative Approach to Implementing
Mobility Solutions
Deliver on Commitments to Our Customers and Our
Investors

Department: Operations

Contact: Jeff Dailey, Deputy Executive Director

Associated Costs: N / A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Project Description/Background

This item proposes to update Mobility Authority Policy Code section 301.005 to implement a *“Toll Payment Account Incentive Program”* intended to partner with public and private parties to increase accessibility and awareness regarding the many alternatives available to customers to pay tolls. A primary goal is to increase the percentage of drivers who pay their toll with a prepaid electronic toll transponder (e.g. TxTag, Toll Tag, EZ Tag, etc.) account.

Since 2007, the Mobility Authority has experienced a steady decline in the usage of electronic toll transponders, as a percentage of all transactions. The most successful urban toll road agencies in the country have transponder participation rates in excess of 80%. The Mobility Authority has participation rates that range from a high of 68% to a low of 51% on the newly opened 183 South. This trend can be attributed to rapid population growth, new roads coming online, a lack of easy access to electronic toll transponders and limited promotion of payment options.

The Texas Department of Transportation (TxDOT) is primarily responsible for the distribution, marketing, and collection of tolls related to TxTAG in Central Texas. However, the Mobility Authority is undertaking several initiatives to support TxDOT's efforts to increase TxTag participation. Also, the Mobility Authority is launching efforts to increase access to alternative methods of toll payment, while enhancing payment enforcement efforts. One of the actions recommended to address this situation is to implement a series of marketing programs in conjunction with TxTag and other third-party toll account providers to promote transponder adoption.

Increased use of prepaid transponder accounts is important to the Mobility Authority because it costs more to collect tolls via the pay-by-mail program (\$0.31 versus \$0.08 per transaction). Also, prepaid accounts ensure payment, reducing the risk and costs associated with pursuing unpaid toll bills. The biggest beneficiary of prepaid transponder accounts are customers, who pay the lowest toll rate, avoid account fees, experience fewer customer service issues and are less likely to face administrative penalties for late payment.

A full description of the proposed program is provided as backup.

Previous Actions/Brief History of the Project/Program

Discussion at Board Workshop regarding desire to focus on increasing use of transponders to pay Mobility Authority tolls.

Action requested/Staff Recommendation

Staff requests Board approval of the resolution that authorized the amendment to the Policy Code to implement a "*Toll Payment Account Incentive Program*".

Funding

Operating or Project Budget

Backup provided: Draft Resolution
Draft Policy Code Amendment
Toll Payment Account Incentive Program Summary
Policy Code Change Comparison Document

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

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

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

Exhibit A

301.005 Incentive Programs and Promotion Efforts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy Code Change Comparison Document

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #12

Approve an Amended and Restated Toll
Collection System Maintenance Services
Contract with Kapsch TrafficCom
USA, Inc.

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: approx. \$30,848,315 over 67 months
Funding Source: General Fund
Action Requested: Consider and act on draft resolution

Summary:

Background: In 2007 the CTRMA entered into a contract for maintenance services for Toll Collection System maintenance with Kapsch TrafficCom USA (formerly Caseta Technologies, Inc. / Telvent / Schneider Electric). The scope of services was based on an anticipated implementation schedule for the various segments of the System through the initial term of the contract. The contract has been subsequently amended to add additional toll facilities as they've come online.

Current Action: The *Restated Maintenance Agreement* provides for enhanced toll system maintenance services for the roadside lane equipment, project host system, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom USA for all CTRMA toll facilities including 45 SW, 183 South and 290 Phase III projects. Those services include monitoring, maintenance, repair and support of all equipment systems including traffic control devices, CCTV cameras, dynamic message signs, host systems and subsystems supporting image review. Operation support of the Authority's Traffic & Incident Management (TIM) Center is also covered by this agreement.

The following outlines the key changes in the *Restatement Maintenance Agreement* related to staffing, pricing and performance metrics.

Staffing

To provide the Authority with the level of service necessary for its increased number lanes and facilities, additional technical resources were added to the *Restated Maintenance Agreement*. Below is a comparison of the current and proposed staffing levels.

Current toll system maintenance monthly support for 183A, 290, SH 71, and MoPac Express Lane		Monthly toll system maintenance support with the addition of 45 SW, 183 S Phases 1 & II and 290E Phase III	
Software Engineers	1.25 FTEs	Software Engineers	4 FTEs
Systems Administration	0.75 FTEs	Systems Administration	2 FTEs
Business Analyst	0	Business Analyst	1 FTE
Maintenance Technicians	5 FTEs	Maintenance Technicians	7 FTEs
TOTAL FTEs	6 FTEs	TOTAL FTEs	14 FTEs

The *Restated Agreement* also adjusts the TIM Center operations support pricing to facilitate adding staff as CTRMA expands. The new pricing is outlined below.

TIM Center Operations Support	Monthly Cost	Annual Cost
Maintenance pricing with updated CPI rate increases for four (4) support personnel @ \$8,705.87 per unit	\$ 34,823.48	\$417,881.76

Pricing

The toll system maintenance costs for the existing 183A Toll, 290 Toll, 71 Express and MoPac Express Lane roadways currently total \$146,258 monthly or \$1,755,098 annually. The following outlines the increased toll system maintenance costs as new roadways are added.

Maintenance pricing for existing roadways (183A, 290E, 71 and MoPac Express Lane)	Monthly Cost	Annual Cost
With updated CPI rate increases	\$220,371.02	\$2,644,452.20
With the addition of 45SW and 183S Phase I	\$319,627.12	\$3,835,525.50
With the addition of 45SW, 183S Phase I and 290E Phase III	\$363,113.67	\$4,357,364.07
With the addition of 45SW, 183S Phase I, 290E Phase III and 183S Phase II	\$422,364.06	\$5,068,368.73

Key Performance Indicators

Key performance indicators (KPIs) have been added to the *Restated Maintenance Agreement*. The primary purpose of these metrics is to ensure consistent performance of the maintenance operation and protect the Authority in the event of lost revenue. The metrics can be categorized into two categories – assuring system performance and revenue assurance.

- *Assuring system performance.* These KPIs cover major components of transaction formation - vehicle detection, identification, and classification – in addition to transaction processing, reporting accuracy, system availability and repair response time. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including penalties for missed targets.
- *Revenue assurance.* Damage provisions have been bolstered to protect the Authority in the case of incidents with an impact of over \$5,000 in lost revenue. In these instances, Kapsch will compensate the Authority for actual or approximate damages when the information necessary to calculate actual damages is unattainable. Allowances have also been made to recover any indirect damages assessed by the Authority's third-party vendors. Director damages are addressed in Section 7 of the *Agreement*.

The new KPIs will be monitored monthly by the Operations staff and its consulting team. Penalties will be assessed in instances where the KPI goal isn't met and deducted from the monthly maintenance invoice or paid directly to the Authority per the restated agreement.

Additional Changes

In addition to the changes noted above, the *Restated Maintenance Agreement* caps Kapsch's liability to the total value of the contract, approximately \$30.8M. Section 7 of the Agreement has been renamed to Performance Guaranty and updated to address the issue of direct damages to third-party contractors. Section 17, the section dealing with indemnification has been revised to reflect CTRMA's current standards. Finally, the contractual insurance requirements have been modernized in Section 18 to increase the minimum limits and add cybersecurity coverage requirements.

Previous Actions: The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system. Kapsch TrafficCom USA, Inc.) is the successor in interest to the contract with Caseta Technologies, Inc. Kapsch TrafficCom USA now serves as the Mobility Authority's toll system integrator. In this role, Kapsch is tasked with installing and maintaining the Authority's toll system equipment hardware, software and intelligent traffic systems (ITS). Kapsch also provides license plate image

review and transcription services necessary to facilitate the billing of the Authority's Pay By Mail toll transactions.

In July 2019 the CTRMA Board approved Amendment No. 4 to the Kapsch maintenance contract. This amendment provided for up to 60 days of maintenance services for the recently opened 45 SW toll facility as a stopgap measure until the more comprehensive restated agreement was executed.

Action Requested/Staff Recommendation: Staff recommends approval of the Restated Maintenance Agreement with Kapsch TrafficCom, USA.

Financing: General Fund

Backup Provided: Draft Amended and Restated Maintenance Services Contract
Draft Resolution

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

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

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

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

9. LIMITATION OF LIABILITY.

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

10. THIRD PARTY

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

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

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

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

13. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“CTRMA”:
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

“Contractor”:
KAPSCH TRAFFICOM USA, INC.

By: _____
Name: _____
Title: _____

SCHEDULES:
Schedule 1.5 Maintenance Price Schedule

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

EXHIBITS:
Exhibit A Amendment No. 2

Exhibit A

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

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

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

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

M1.0 General

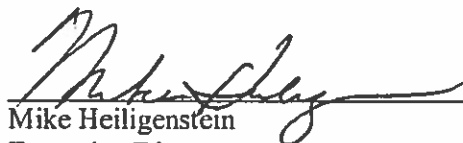
Add the following

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

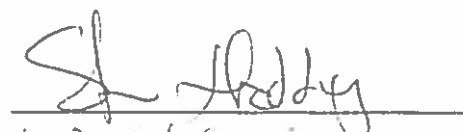
At the request of the CTRMA, the Contractor may be asked to provide toll collection systems maintenance services to other regional mobility authorities in the state through intergovernmental agreements to which the CTRMA may be a party. In the event that the Contractor is asked to provide such services,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

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY


Mike Heiligenstein
Executive Director

TELVENT USA CORPORATION


Vice President of Operations, Tolling Division

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

I. FINDINGS

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

II. ACTIONS

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

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

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

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

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

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

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

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

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

III.
GENERAL AND MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

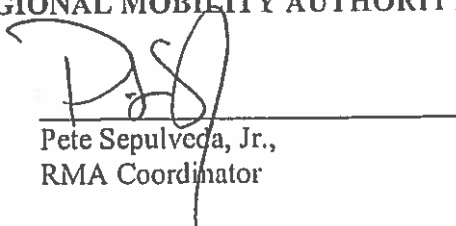
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding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

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

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: 
Pete Sepulveda, Jr.,
RMA Coordinator



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #13

Prohibit the operation of certain vehicles on
Mobility Authority toll facilities

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: Not applicable
Funding Source: Not applicable
Action Requested: Consider and act on draft resolution

Summary:

Background: In 2013, the 83rd Texas Legislature passed Senate Bill (SB) 1792 which authorized new enforcement tools for egregious toll violators throughout Texas. This legislation created 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. Vehicle impoundment was made possible for those who violate the vehicle prohibition.

Current Action: The Mobility Authority’s habitual violator process prescribes two notices before habitual violator remedies go into effect. A pre-determination letter is sent 60 days before any remedies are enforced advising the customer again of their outstanding balance and providing an opportunity for resolution. After 30 days and no resolution, a *Notice of Determination* is mailed notifying the customer they’ve been determined to be a habitual violator and advising of the consequences. The customer is also informed of their right to appeal and the process by which to do so.

After the *Final Determination Notice* is issued, the vehicle’s registered owner(s) information is transmitted to the county in which he or she is registered, third party vendors such as grocery stores, and the Texas Department of Motor Vehicles for refusal of registration until all tolls and fees have been paid or a payment plan has been arranged. The vehicle

registration block remains in effect until all tolls and fees have been paid, a payment plan has been arranged with the Mobility Authority or until the customer is determined to no longer be a habitual violator.

Under the same section of the Transportation Code, persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

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

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

Financing: Not applicable

Backup Provided: Draft Resolution
Habitual Violator Vehicle Ban FAQs

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

RESOLUTION NO. 19-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

Exhibit A

**LIST OF PROHIBITED VEHICLES
(To be provided Board Meeting)**



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #14

Procurement for financial advisory services

Strategic Plan Relevance:	Regional Mobility
Department:	Finance
Contact:	Bill Chapman, Chief Financial Officer
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Briefing on the procurement for financial advisory services.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #15
Wrong Way Driver Update

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Briefing on the Wrong Way Driver operations.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #16

MoPac and 183 South Operational and
Technology Enhancements Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Briefing on the MoPac and 183 South Operational and Technology Enhancements Project.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #17

Barton Skyway Ramp Enhancement Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Briefing on the Barton Skyway Ramp Enhancement Project.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #18

Federal Highway Administration cost
estimate review process

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Briefing on the Federal Highway Administration cost estimate review process.

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #19

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. Workforce update
- B. Funding Park & Ride facilities as part of Mobility Authority toll projects

Backup Provided: Presentation

Park and Ride Discussion Summary

Legislative Authority

The Mobility Authority is authorized under Section 370 of the Texas Transportation Code (with certain limitations) to implement a wide range of transportation projects; some of which include an intermodal hub, a transit system, a parking area/structure or facility.

Situational Analysis

With urban roadway corridors heavily congested and high housing prices forcing many new residents to reside far from their places of employment, demand is growing for alternative ways to travel across the region. The Mobility Authority has been addressing the challenge by constructing new toll roads further into the suburbs and adding tolled express lanes on heavily congested corridors closer to the urban core. As the population continues to grow and traffic increases, the cost of using Express Lanes is expected to go up, increasing demand and need for alternatives such as Express Bus service.

Reasoning for Park and Ride Involvement

The region's public transit providers have limited funding and cannot afford to construct all of the park and ride facilities that will be needed in the region. Converting Express Lane users to Express Bus Riders benefits the community by increasing the capacity of the Express Lanes and reducing the cost to use them. Providing an alternative to Express Lanes and tolls roads helps address environmental justice issues associated with tolling.

Likewise, there is synergy in coordinating the design and location of park and ride facilities in conjunction with the development of toll road projects. Therefore, the Mobility Authority has begun the process of engaging more actively in the park and ride discussion and is looking to take a more active role in developing, funding, and constructing park and ride facilities.

Park and Ride Involvement to Date

- In 2016, the Board approved a Memorandum of Agreement with Capital Metro and Capital Area Metropolitan Planning Organization regarding development of a regional park and ride plan.
- In 2018, the Board approved a Strategic Plan that included several goals and strategies involving alternative modes of transportation.
- Under the Park and Ride Memorandum and in line with the strategic plan, the Mobility Authority conducted a comprehensive study of potential multi-modal/park and ride sites.

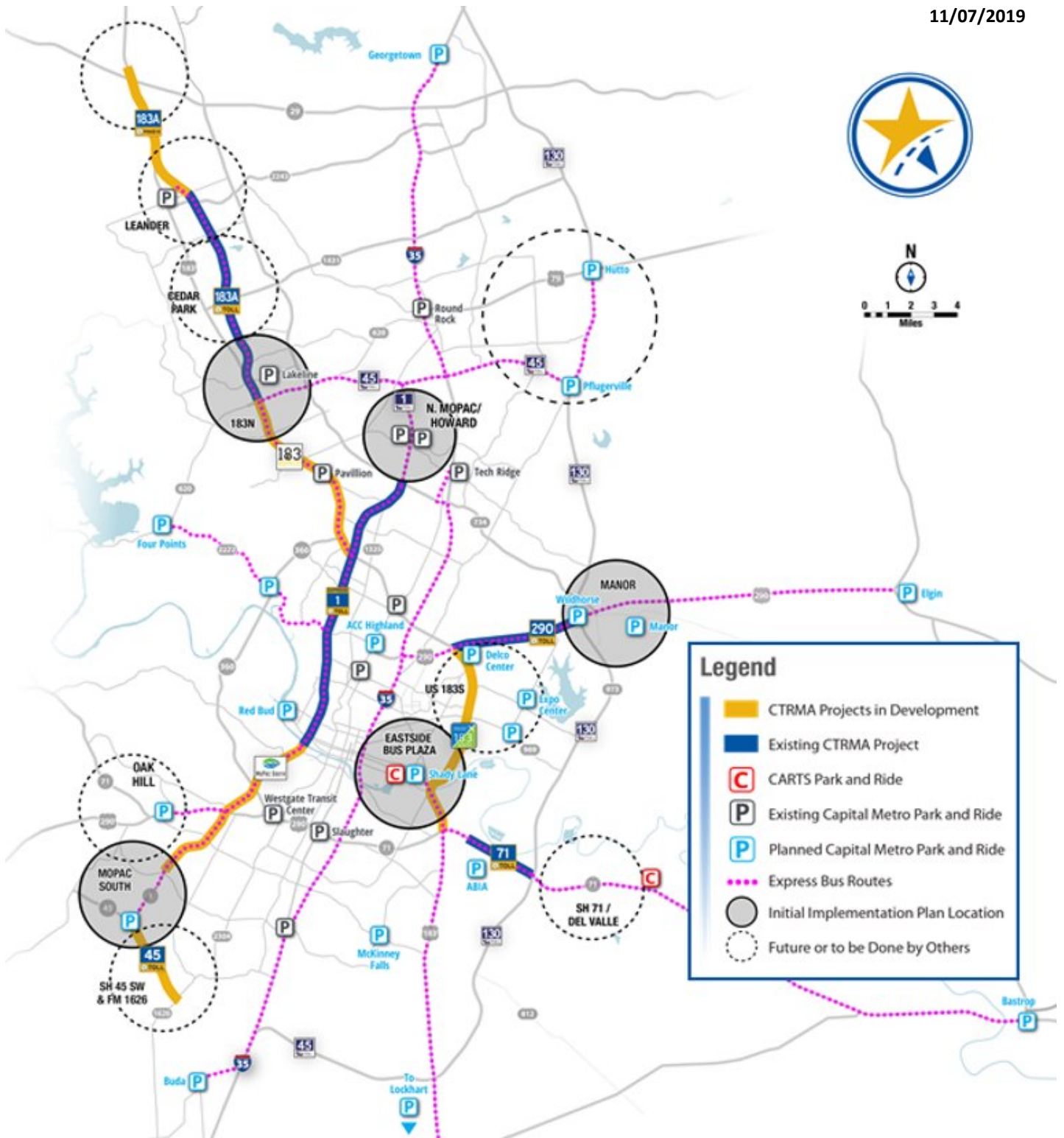
- In 2018, the Board was presented with initial findings for potential regional park and ride locations.
- July 2019, the Board was presented with six potential short term multi-modal/park and ride locations.
- October 2019 Workshop, the Board had an in-depth discussion about potential involvement in public transit and multi-modal facilities during an October 2019 workshop. Staff was directed to develop draft implementation agreements including Mobility Authority funding participation for Board consideration.

Recommendation for Enhanced Integration of Park and Ride

Based on the discussion at the Board Workshop, Staff plans to consider funding for potential multi-modal facilities such as park and ride facilities, as part of the financial plan for all future toll projects. And, Staff intends to recommend inclusion of such multi-modal projects, where feasible. Staff is seeking Board discussion, to confirm that Staff correctly understands the Board's intent, regarding the inclusion of funding for these facilities, as part of the project financing, design and construction process.

Existing and Proposed Park and Ride Locations

11/07/2019





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #20

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

November 20, 2019
AGENDA ITEM #21

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

November 20, 2019
AGENDA ITEM #22

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

November 20, 2019
AGENDA ITEM #23

Adjourn Board Meeting

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.