



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, January 26, 2022

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*

Note to members of the public. Pursuant to Texas Transportation Code Section 370.262, this meeting will be held by telephone conference call. Some Board Members may be present in the Lebermann Board Room while others may participate remotely. In order to maintain safe social distancing, you may view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the conference call to provide comments to the Board remotely must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

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

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

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.
2. 183 North Mobility Project Virtual Groundbreaking.

Consent Agenda

See Notes at the end of this agenda.

3. Approve the minutes from the December 15, 2021 Regular Board Meeting.

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

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the financial statements for November and December 2021.
6. Discuss and consider approving the 2021 Annual Report.
7. Discuss and consider approving a contract with H2O Partners, Inc. for the collection of pavement performance data for Mobility Authority facilities.

Briefings and Reports

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

8. Quarterly project updates.
 - A. 183A Phase III
 - B. 183 North Mobility Project
9. Executive Director Report.
 - A. Report on TIFIA Loan closing for the 183 North Mobility Project.
 - B. Agency performance metrics.
 - (i) Roadway performance
 - (ii) MoPac performance
 - (iii) Call-Center performance

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:

10. 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).
11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
12. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

13. Discuss and consider authorizing the Executive Director to take such actions as necessary to resolve issues arising from the default of DBi Services LLC.
14. Adjourn Meeting.

Notes

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

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

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

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

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

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

*Mobility Authority Board Meeting Agenda
Wednesday, January 26, 2022*

(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.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #1

Welcome and opportunity for public
comment

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #2

183 North Mobility Project Virtual
Groundbreaking

Strategic Plan Relevance: Regional Mobility/Economic Vitality/Sustainability

Department: Executive/Finance/Communications

Contact: Jori Liu, Acting Director of Communications

Associated Costs: N/A

Funding Source: N/A

Action Requested: N/A

Description/Background: The Mobility Authority will be holding a virtual groundbreaking for the 183 North Mobility Project.

Backup provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #3

Approve the minutes from the
December 15, 2021 Regular Board
Meeting

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

Description/Background: Approve the attached draft minutes for the December 15, 2021 Regular Board Meeting.

Backup provided: Draft minutes

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, December 15, 2021

9:00 a.m.

This was an in person and telephone conference call meeting. Notice of the meeting was posted December 10, 2021 online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins and Board Members David Singleton, John Langmore, Mike Doss, and Heather Gaddes were present in the Lebermann Board Room.

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

<https://mobilityauthority.swagit.com/play/12162021-626>

The meeting began at 9:31 a.m. and Chairman Jenkins, Board Members David Singleton, John Langmore, Mike Doss, and Heather Gaddes were present at the Board Meeting.

1. Welcome and opportunity for public comment.

Kelly Davis with Save Our Springs provided comments.

Consent Agenda

2. Approve the minutes from the November 17, 2021 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

ADOPTED AS:

RESOLUTION NO. 21-072

MOTION:

Approve Item Nos. 2 and 3

RESULT:

Approved (Unanimous); 5-0

MOTION:

Mike Doss

SECONDED BY:

Heather Gaddes

AYE:

Doss, Gaddes, Jenkins, Langmore, Singleton

NAY:

None.

Regular Items

4. Accept the financial statements for October 2021.

Presentation James Bass, Executive Director.

MOTION: Accept the financial statements for October 2021
RESULT: Approved (Unanimous); 5-0
MOTION: John Langmore
SECONDED BY: Heather Gaddes
AYE: Doss, Gaddes, Jenkins, Langmore, Singleton
NAY: None.

ADOPTED AS: RESOLUTION NO. 21-073

5. Discuss and consider an appeal by Parsons Neology Joint Venture of the Executive Director's protest determination regarding the selection of Electronic Transaction Consultants, LLC for award of a contract to provide electronic toll collection integration and maintenance services for the Mobility Authority.

Presentation by Tracie Brown, Director of Operations and comments provided by Noel C. Gillespie, Parsons Neology representative.

MOTION: Deny appeal by Parsons Neology Joint Venture of the Executive Director's protest determination regarding the selection of Electronic Transaction Consultants, LLC for award of a contract to provide electronic toll collection integration and maintenance services for the Mobility Authority.

RESULT: Approved (Unanimous); 5-0
MOTION: John Langmore
SECONDED BY: Mike Doss
AYE: Doss, Gaddes, Jenkins, Langmore, Singleton
NAY: None.

ADOPTED AS: RESOLUTION NO. 21-074

6. Discuss and consider approving a contract with Electronic Transaction Consultants, LLC to provide electronic toll collection integration and maintenance services for the Mobility Authority.

Presentation by Tracie Brown, Director of Operations.

MOTION: Approve a contract with Electronic Transaction Consultants, LLC to provide electronic toll collection integration and maintenance services for the Mobility Authority.

RESULT: Approved (Unanimous); 5-0

MOTION: John Langmore

SECONDED BY: Mike Doss

AYE: Doss, Gaddes, Jenkins, Langmore, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-075

7. Discuss and consider approving an agreement with Southwest Research Institute for the development, integration, maintenance and support of the Lonestar advanced traffic management system.

Presentation by Greg Mack, Assistant Director of IT & Toll Systems.

MOTION: Approve an agreement with Southwest Research Institute for the development, integration, maintenance and support of the Lonestar advanced traffic management system.

RESULT: Approved (Unanimous); 5-0

MOTION: Heather Gaddes

SECONDED BY: David Singleton

AYE: Doss, Gaddes, Jenkins, Langmore, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-076

8. Discuss and consider approving Amendment No. 3 to the Interlocal Agreement with the City of Austin for the return of unexpended betterment funds related to the 183 South Project.

Presentation by Mike Sexton, P.E., Acting Director of Engineering.

MOTION: Approve Amendment No. 3 to the Interlocal Agreement with the City of Austin for the return of unexpended betterment funds related to the 183 South Project.

RESULT: Approved (Unanimous); 5-0

MOTION: David Singleton

SECONDED BY: Mike Doss
AYE: Doss, Gaddes, Jenkins, Langmore, Singleton
NAY: None.

ADOPTED AS: **RESOLUTION NO. 21-077**

Briefings and Reports

9. Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Agency performance metrics.
- B. New employee introductions.

Executive Session

Chairman Jenkins announced there would be no Executive Session and tabled Item Nos. 10 thru 12.

- 10.** 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).
- 11.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 12.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Regular Items

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 10:55 a.m.

- 13.** Adjourn Meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #4

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

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

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

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

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

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

Financing: Not applicable.

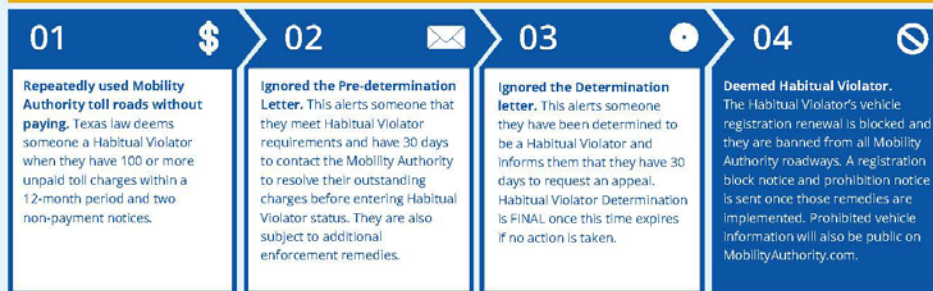
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution



Habitual Violator Process



Who is a Habitual Violator?

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

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

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

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

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

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

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com



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

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

Why is the Mobility Authority pursuing enforcement remedies?

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

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

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

Can someone dispute a toll bill?

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 22-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective January 26, 2022; 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 26th day of January 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #5

Accept the financial statements for
November and December 2021

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

Project Description/Background: Presentation and acceptance of the financial statements for November and December 2021.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the financial statements for November and December 2021.

Backup provided: Draft Resolution
Draft financial statements for November and December 2021

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

RESOLUTION NO. 22-0XX

**ACCEPT THE FINANCIAL STATEMENTS FOR
NOVEMBER 2021 AND DECEMBER 2021**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of November 2021, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of December 2021, and has caused financial statements to be prepared and attached to this resolution as Exhibit B.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for November 2021 and December 2021, attached hereto as Exhibit A and Exhibit B respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Financial Statements for November 2021

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	105,220,500	49,300,100	46.85%	30,297,559
Video Tolls	31,433,500	16,728,631	53.22%	8,888,983
Fee Revenue	13,921,000	5,725,753	41.13%	4,095,115
Total Operating Revenue	150,575,000	71,754,484	47.65%	43,281,657
Other Revenue				
Interest Income	1,230,764	491,154	39.91%	298,406
Grant Revenue	2,180,000	20,995	0.96%	767,634
Misc Revenue	320,000	112,516	35.16%	16,374
Gain/Loss on Sale of Asset	-	6,568	-	-
Total Other Revenue	3,730,764	631,232	16.92%	1,082,414
TOTAL REVENUE	\$154,305,764	\$72,385,716	46.91%	44,364,071
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,940,743	1,456,161	29.47%	1,707,520
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	334,514	32.92%	236,463
FICA	238,665	68,840	28.84%	62,925
FICA MED	74,643	22,230	29.78%	25,262
Health Insurance Expense	584,978	166,159	28.40%	189,007
Life Insurance Expense	6,714	2,435	36.27%	4,906
Auto Allowance Expense	10,200	3,825	37.50%	3,825
Other Benefits	209,200	48,968	23.41%	44,331
Unemployment Taxes	5,184	3,752	72.38%	288
Total Salaries and Benefits	7,166,434	2,106,883	29.40%	2,274,528

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	9,000	3,514	39.04%	3,735
Auditing	144,550	100,975	69.85%	91,475
Financial Advisors	-	10,800	-	-
Human Resources	30,000	13,498	44.99%	1,443
IT Services	285,000	58,363	20.48%	115,890
Internet	450	-	-	-
Software Licenses	514,500	202,411	39.34%	36,139
Cell Phones	24,800	8,259	33.30%	3,401
Local Telephone Service	105,000	37,114	35.35%	29,921
Overnight Delivery Services	200	51	25.28%	12
Local Delivery Services	50	-	-	12
Copy Machine	16,000	5,088	31.80%	5,088
Repair & Maintenance-General	10,000	2,273	22.73%	175
Meeting Expense	13,250	266	2.01%	1,054
Toll Tag Expense	3,000	540	18.00%	900
Parking / Local Ride Share	2,750	-	-	19
Mileage Reimbursement	4,800	67	1.40%	62
Insurance Expense	651,000	240,012	36.87%	194,796
Rent Expense	575,000	238,326	41.45%	234,481
Building Parking	11,000	207	1.88%	118
Legal Services	312,500	174,119	55.72%	38,383
Total Administrative and Office Expenses	2,712,850	1,095,882	40.40%	757,104
Office Supplies				
Books & Publications	4,250	1,490	35.06%	1,638
Office Supplies	11,000	780	7.09%	3,206
Misc Office Equipment	4,500	732	16.28%	101
Computer Supplies	186,950	19,983	10.69%	30,236
Copy Supplies	1,500	-	-	93
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	-	-	-
Postage Expense	650	112	17.21%	127
Total Office Supplies	218,850	23,097	10.55%	35,400

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	100,000	25,390	25.39%	19,674
Research Services	275,000	10,109	3.68%	51,623
Communications and Marketing	500,000	12,827	2.57%	49,963
Advertising Expense	800,000	104,991	13.12%	118,843
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	11,520
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	285
Other Communication Expenses	15,000	11,600	77.33%	1,562
Total Communications and Public Relations	2,169,600	174,715	8.05%	255,282
Employee Development				
Subscriptions	50,560	123	0.24%	1,026
Agency Memberships	57,942	310	0.54%	35,286
Continuing Education	11,000	185	1.68%	275
Professional Development	14,000	-	-	-
Other Licenses	1,850	514	27.78%	196
Seminars and Conferences	45,500	1,735	3.81%	(6,719)
Travel	89,500	7,796	8.71%	-
Total Employee Development	270,352	10,662	3.94%	30,063
Financing and Banking Fees				
Trustee Fees	60,000	30,275	50.46%	26,338
Bank Fee Expense	2,000	1,514	75.72%	146
Continuing Disclosure	4,000	-	-	-
Arbitrage Rebate Calculation	10,000	12,905	129.05%	9,435
Rating Agency Expense	50,000	12,000	24.00%	24,500
Total Financing and Banking Fees	126,000	56,694	45.00%	60,419
Total Administrative	5,497,652	1,361,050	24.76%	1,138,268

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	521,829	293,225	56.19%	303,297
GEC-Financial Planning Support	243,804	70,644	28.98%	74,541
GEC-Toll Ops Support	1,314,155	342,357	26.05%	86,154
GEC-Roadway Ops Support	1,186,339	256,006	21.58%	298,378
GEC-Technology Support	1,438,856	281,757	19.58%	497,923
GEC-Public Information Support	-	89,483	-	8,979
GEC-General Support	1,473,429	398,256	27.03%	236,782
General System Consultant	1,653,940	483,812	29.25%	152,570
Traffic Modeling	67,000	99,977	149.22%	33,247
Traffic and Revenue Consultant	175,000	209,958	119.98%	77,104
Total Operations and Maintenance Consulting	8,074,352	2,525,473	31.28%	1,768,973
Roadway Operations and Maintenance				
Roadway Maintenance	4,487,800	305,233	6.80%	1,995,603
Landscape Maintenance	2,302,400	599,145	26.02%	199,715
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	26,210	7.49%	-
Tools & Equipment Expense	25,000	26	0.10%	2,312
Gasoline	30,000	6,265	20.88%	4,025
Repair & Maintenance - Vehicles	10,000	(3,329)	-33.29%	2,591
Natural Gas	2,500	2,087	83.49%	676
Electricity - Roadways	250,000	72,908	29.16%	62,939
Total Roadway Operations and Maintenance	7,507,700	1,008,544	13.43%	2,267,860
Toll Processing and Collection Expense				
Image Processing	3,000,000	1,590,002	53.00%	593,834
Tag Collection Fees	6,041,000	3,847,225	63.69%	2,413,264
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
Total Processing and Collection Expense	9,116,250	5,437,226	59.64%	3,007,097

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	2,200	679	30.85%	593
Water - Irrigation	7,500	2,926	39.01%	2,235
Electricity	500	310	62.07%	286
ETC spare parts expense	50,000	(33,850)	-67.70%	-
Repair & Maintenance Toll Equip	75,000	5,197	6.93%	-
Law Enforcement	450,000	133,444	29.65%	69,276
ETC Maintenance Contract	5,390,000	43,900	0.81%	1,403,713
ETC Toll Management Center System Operation	642,852	93,750	14.58%	183,058
ETC Development	1,140,000	143,224	12.56%	567,039
ETC Testing	200,000	-	-	1,427
Total Toll Operations Expense	7,961,552	389,703	4.89%	2,227,751
Total Operations and Maintenance	32,659,854	9,360,947	28.66%	9,271,681
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	61,595	41.62%	12,319
Special Projects	150,000	-	-	4,447
71 Express Net Revenue Payment	4,000,000	1,101,925	27.55%	751,833
Customer Relations	-	-	-	-
Technology Initiatives	185,000	41,599	22.49%	83,318
Other Contractual Svcs	370,000	86,000	23.24%	276,014
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,153,000	1,291,119	25.06%	1,127,931
Non Cash Expenses				
Amortization Expense	1,125,000	582,964	51.82%	377,083
Amort Expense - Refund Savings	2,715,425	2,661,566	98.02%	670,003
Dep Exp - Furniture & Fixtures	2,614	1,089	41.66%	1,089
Dep Expense - Equipment	2,500	1,042	41.67%	1,042
Dep Expense - Autos & Trucks	43,085	9,559	22.19%	17,988
Dep Expense - Building & Toll Fac	176,748	73,645	41.67%	73,645
Dep Expense - Highways & Bridges	49,342,469	21,092,310	42.75%	14,493,474
Dep Expense - Toll Equipment	4,060,300	1,697,680	41.81%	1,524,096
Dep Expense - Signs	1,202,171	423,571	35.23%	423,571
Dep Expense - Land Improvements	1,163,209	368,723	31.70%	368,723
Depreciation Expense - Computers	192,000	78,784	41.03%	80,836
Undevelopable Projects	-	-	-	4,468,748
Total Non Cash Expenses	60,025,522	26,990,932	44.97%	22,500,298
Total Other Expenses	65,178,522	28,282,051	43.39%	23,628,229

**Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2021**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Operating Expenses				
Bond Issuance Expense	1,227,474	4,705,217	383.33%	3,422,123
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	33,437,974	39.91%	15,773,688
CAMPO RIF Payment	-	5,000,000	-	-
Community Initiatives	57,500	17,550	30.52%	32,050
Total Non Operating Expenses	85,124,490	43,175,241	50.72%	19,255,861
TOTAL EXPENSES	\$195,626,952	\$84,286,173	43.09%	\$55,568,566
Net Income	(\$41,321,188)	(\$11,900,456)		(11,204,495)

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2021

	as of 11/30/2021		as of 11/30/2020	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 738,503		\$ 757,075	
Cash in TexStar	1,040,235		240,143	
Regions Payroll Account	251,755		217,187	
Restricted Cash				
Goldman Sachs FSGF 465	667,376,749		472,444,422	
Restricted Cash - TexSTAR	11,425,159		266,654,604	
Overpayments account	626,590		719,464	
Total Cash and Cash Equivalents		<u>681,458,993</u>		<u>741,032,895</u>
Accounts Receivable				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	75,821		49,737	
Due From TTA	5,258,977		2,848,866	
Due From NTTA	1,247,932		751,362	
Due From HCTRA	3,613,077		2,042,018	
Due From TxDOT	-		2,415,700	
Interest Receivable	2,133,060		97,930	
Total Receivables		<u>15,098,955</u>		<u>10,975,701</u>
Short Term Investments				
Treasuries	328,438,470		-	
Agencies	169,148,271		-	
Total Short Term Investments		<u>497,586,741</u>		<u>-</u>
Total Current Assets		<u>1,194,144,689</u>		<u>752,008,596</u>
Total Construction in Progress		237,380,525		658,457,935
Fixed Assets (Net of Depreciation and Amortization)				
Computers	208,804		398,116	
Computer Software	2,086,037		3,014,993	
Furniture and Fixtures	3,703		6,316	
Equipment	11,082		3,582	
Autos and Trucks	114,104		55,431	
Buildings and Toll Facilities	4,520,121		4,696,869	
Highways and Bridges	1,744,968,176		1,178,992,991	
Toll Equipment	20,778,363		21,349,152	
Signs	13,321,781		13,782,263	
Land Improvements	6,715,480		7,600,414	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	71,628		117,771	
Total Fixed Assets		<u>1,880,948,886</u>		<u>1,318,167,504</u>
Other Assets				
Intangible Assets-Net	175,822,354		137,210,483	
2005 Bond Insurance Costs	3,558,471		3,771,979	
Prepaid Insurance	424,512		455,176	
Deferred Outflows (pension related)	637,414		198,767	
Pension Asset	591,247		896,834	
Total Other Assets		<u>181,033,997</u>		<u>142,533,239</u>
Total Assets		<u><u>\$ 3,493,508,097</u></u>		<u><u>\$ 2,871,167,275</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2021

	as of 11/30/2021	as of 11/30/2020
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 45,507,736	\$ 7,160,159
Construction Payable	8,490,026	19,891,031
Overpayments	629,946	722,663
Interest Payable	39,379,805	21,559,277
Due to other Funds	-	1,687,633
TCDRS Payable	56,472	68,490
Due to other Agencies	17,549	2,887
Due to TTA	259,290	473,823
Due to NTTA	91,166	55,272
Due to HCTRA	234,044	73,434
Due to Other Entities	1,190,502	913,694
71E TxDOT Obligation - ST	2,625,615	2,020,433
Total Current Liabilities	98,482,152	54,628,797
Long Term Liabilities		
Compensated Absences	285,301	543,329
Deferred Inflows (pension related)	109,052	164,402
Long Term Payables	394,353	707,731
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	83,880,662	77,852,525
Senior Lien Revenue Bonds 2011	19,052,119	17,909,065
Senior Refunding Bonds 2013	7,080,000	10,840,000
Senior Lien Revenue Bonds 2015	10,000,000	298,790,000
Senior Lien Refunding Revenue Bonds 2016	81,395,000	356,785,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	56,205,000	57,120,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-
Senior Lien Refunding Bonds 2021D	274,625,000	-
Senior Lien Refunding Bonds 2021E	340,765,000	-
Sn Lien Rev Bnd Prem/Disc 2013	1,938,210	3,727,328
Sn Lien Revenue Bnd Prem 2015	-	17,885,795
Senior Lien Premium 2016 Revenue Bonds	8,291,182	41,300,194
Sn Lien Revenue Bond Premium 2018	3,305,292	3,571,865
Senior Lien Revenue Bond Premium 2020A	11,423,045	11,636,279
Senior Lien Refunding Bond Premium 2020B	12,083,783	12,618,858
Senior Lien Revenue Bonds Premium 2020E	26,856,564	28,284,689
Senior Lien Revenue Bonds Premium 2021B	53,676,258	-
Senior Lien Refunding Bonds Premium 2021D	44,960,315	-
Total Senior Lien Revenue Bonds	1,690,817,431	1,338,526,597

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2021

	as of 11/30/2021	as of 11/30/2020
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	5,320,000	7,790,000
Sub Lien Refunding Bonds 2016	73,055,000	73,490,000
Subordinated Lien BANs 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	99,705,000	99,705,000
Subordinated Lien BANs 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANs 2021C	244,185,000	-
Sub Refunding 2013 Prem/Disc	413,560	795,308
Sub Refunding 2016 Prem/Disc	6,269,554	7,103,304
Sub Lien BANS 2018 Premium	-	573,227
Subordinated Lien BANs 2020F Premium	12,342,166	16,011,459
Subordinated Lien Refunding Bonds Premium 2020G	7,403,870	7,774,177
Sub Lien BANS 2021C Premium	38,692,693	-
Total Sub Lien Revenue Bonds	659,831,844	431,707,475
Other Obligations		
TIFIA Note 2015	-	300,869,448
TIFIA Note 2019	-	51,917
TIFIA Note 2021	307,074,342	-
71E TxDOT Obligation - LT	57,263,411	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	389,328,653	386,640,476
Total Long Term Liabilities	2,740,372,280	2,157,582,279
Total Liabilities	2,838,854,432	2,212,211,076
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	545,092,382	548,697,980
Current Year Operations	(11,900,821)	(11,203,885)
Total Net Assets	654,653,665	658,956,199
Total Liabilities and Net Assets	\$ 3,493,508,097	\$ 2,871,167,275

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of November 2021

Cash flows from operating activities:

Receipts from toll revenues	\$	66,949,182
Receipts from interest income		88,715
Payments to vendors		(22,402,245)
Payments to employees		(2,238,307)
Net cash flows provided by (used in) operating activities		42,397,344

Cash flows from capital and related financing activities:

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,441,743
Issuance Expense		(4,705,217)
Payments on bonds		(266,900,000)
Interest payments		(39,569,066)
Acquisitions of construction in progress		(99,837,922)
Net cash flows provided by (used in) capital and related financing activities		(306,528,321)

Cash flows from investing activities:

Interest Receivable		(1,324,246)
Interest income		1,866,232
Purchase of investments		(286,095,719)
Proceeds from sale or maturity of investments		210,151,194
Net cash flows provided by (used in) investing activities		(74,078,294)
Net increase (decrease) in cash and cash equivalents		(338,209,271)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	681,458,993

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

Operating income	\$	23,185,627
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		24,912,330
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(4,712,585)
(Increase) decrease in prepaid expenses and other assets		(231,723)
(Decrease) increase in accounts payable		(663,774)
Increase (decrease) in accrued expenses		(96,191)
(Increase) in deferred outflows of resources		3,660
Total adjustments		19,211,717
Net cash flows provided by (used in) operating activities	\$	42,397,344

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	73,044,748
Restricted cash and cash equivalents		608,414,244
Total	\$	681,458,993

INVESTMENTS by FUND

		Balance November 30, 2021		
Renewal & Replacement Fund				
TexSTAR	1,794.27		TexSTAR	12,465,394.80
Goldman Sachs	205,305.21		Goldman Sachs	658,067,051.15
Agencies/ Treasuries		207,099.48	Agencies & Treasury Notes	497,588,105.81
Grant Fund				\$ 1,168,120,551.76
TexSTAR	454,615.01			
Goldman Sachs	7,182,873.43			
Agencies/ Treasuries	2,444,878.83	10,082,367.27		
Senior Debt Service Reserve Fund				
TexSTAR	728,248.90			
Goldman Sachs	23,433,852.05			
Agencies/ Treasuries	83,581,295.23	107,743,396.18		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,647.89	60,647.89		
2011 Sr Debt Service Accountt				
Goldman Sachs	877,211.94	877,211.94		
2013 Sr Debt Service Accountt				
Goldman Sachs	3,452,332.27	3,452,332.27		
2013 Sub Debt Service Account				
Goldman Sachs	2,489,879.74	2,489,879.74		
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	123.27	780,876.51		
TexSTAR	780,753.24			
2015 Sr Debt Service Account				
Goldman Sachs	4,979,285.70	4,979,285.70		
2015 Sr Capitalized Interest				
Goldman Sachs	-	1,224.29		
TexSTAR	1,224.29			
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	9,047,868.55	9,047,868.55		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,791,250.85	1,791,250.85		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	3,553,768.69			
Agencies/ Treasuries	3,433,367.63	6,987,136.32		
Operating Fund				
TexSTAR	1,040,235.45			
TexSTAR-Trustee	6,402,769.14			
Goldman Sachs	1,322,940.66	8,765,945.25		
Revenue Fund				
Goldman Sachs	5,912,867.39	5,912,867.39		
General Fund				
TexSTAR	880,134.55			
Goldman Sachs	31,893,605.82			
Agencies/ Treasuries	74,052,379.08	106,826,119.45		
71E Revenue Fund				
Goldman Sachs	19,813,952.14	19,813,952.14		
MoPac Revenue Fund				
Goldman Sachs	53,995.21	53,995.21		
MoPac General Fund				
Goldman Sachs	6,183,625.78	6,183,625.78		
MoPac Operating Fund				
Goldman Sachs	3,009,368.45	3,009,368.45		
MoPac Loan Repayment Fund				
Goldman Sachs	34,448.41	34,448.41		
2015B Project Account				
Goldman Sachs	41,978,524.87			
TexSTAR	349,934.71	42,328,459.58		
2015 TIFIA Project Account				
Goldman Sachs	45,064,439.71			
TexSTAR	695,200.90			
Agencies/ Treasuries	-	45,759,640.61		
2011 Sr Financial Assistance Fund				
Goldman Sachs	5,232,619.39	5,431,271.69		
TexSTAR	198,652.30			
2018 Sr Lien Project Cap I				
Goldman Sachs	2,414,953.50	2,414,953.50		
2018 Sr Lien Project Account				
Goldman Sachs	11,759,385.89			
TexSTAR	931,832.04	12,691,217.93		
2020A Senior Lien Debt Service Account				
Goldman Sachs	1,047,240.84	1,047,240.84		
2020 SH 45SW Project Account				
Goldman Sachs	770,383.45	770,383.45		
2020B Senior Lien Debt Service Account				
Goldman Sachs	1,688,868.00	1,688,868.00		
2020C Senior Lien Debt Service Account				
Goldman Sachs	1,574,720.00	1,574,720.00		
2020D Sub Lien Debt Service Account				
Goldman Sachs	2,274,258.39	2,274,258.39		
2020D Sub Debt Service Reserve Fund				
Goldman Sachs	4,186,511.42			
Agencies/ Treasuries	3,924,207.95	8,110,719.37		
2020E Senior Lien Project Account				
Goldman Sachs	51,446,219.27			
Agencies/ Treasuries	99,684,677.39	151,130,896.66		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	29,138,013.53	29,138,013.53		
2020F Sub Lien Project Account				
Goldman Sachs	30,109,019.93			
Agencies/ Treasuries	29,432,816.90	59,541,836.83		
2020F Sub Lien Deb Service Account				
Goldman Sachs	2,310,012.76	2,310,012.76		
2020G Sub Lien Debt Service Account				
Goldman Sachs	1,063,638.27	1,063,638.27		
2020G Sub Lien Debt Service Reserve Account				
Goldman Sachs	1,785,043.53	1,785,043.53		
2021A Sub Lien Debt Service Reserve Account				
Goldman Sachs	6,450,171.07	6,450,171.07	24,113,946.80	
2021A Sub Debt Service Account				
Goldman Sachs	95.77	95.77		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	57,699,878.84	57,699,878.84		
2021B Senior Lien Project Account				
Goldman Sachs	130,987,037.25			
Agencies/ Treasuries	99,995,044.17	230,982,081.42		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	6,105,686.24	6,105,686.24		
2021C Sub Lien Project Account				
Goldman Sachs	93,209,843.60			
Agencies/ Treasuries	101,039,438.63	194,249,282.23		
2021D Senior Lien Debt Service Account				
Goldman Sachs	1,012,713.55	1,012,713.55		
2021E Senior Lien Debt Service Account				
Goldman Sachs	3,458,568.63	3,458,568.63		
		\$ 1,168,120,551.76		

CTRMA INVESTMENT REPORT

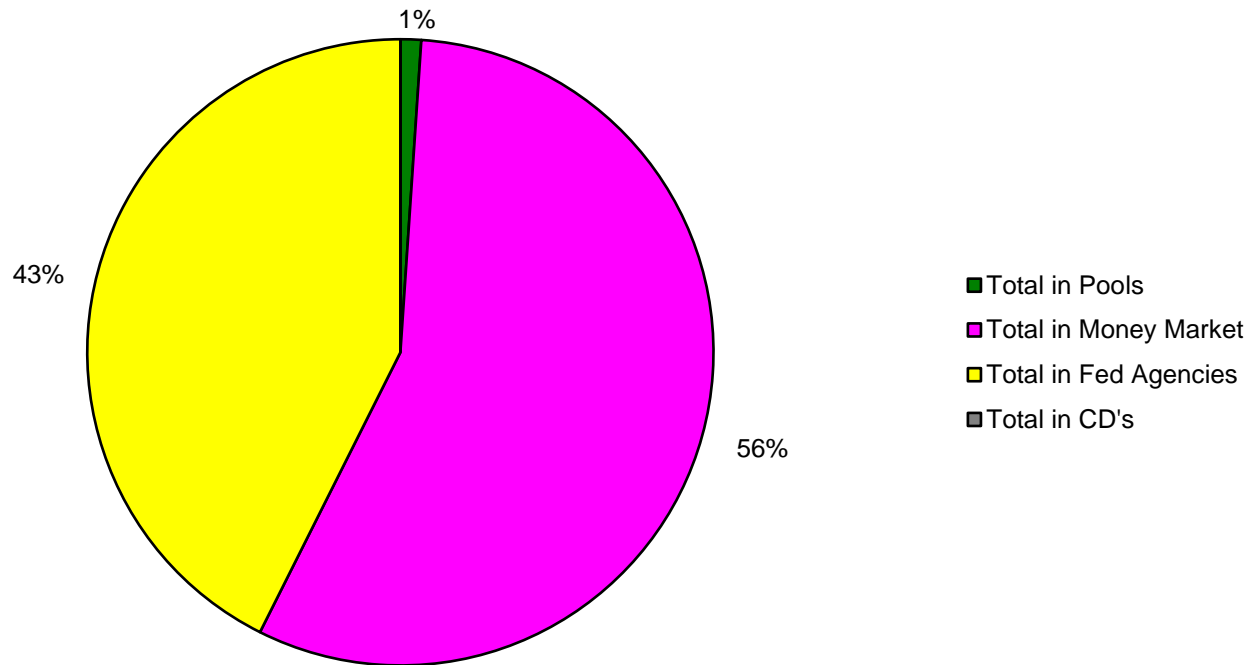
	Month Ending 11/30/2021					Rate November	
	Balance 11/1/2021	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 11/30/2021
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	198,650.69			1.61		198,652.30	0.0102%
2013 Sub Lien Debt Service Reserve General Fund	780,746.75 880,127.23			6.49 7.32		780,753.24 880,134.55	0.0102%
Trustee Operating Fund	4,702,720.73	3,000,000.00		48.41	1,300,000.00	6,402,769.14	0.0102%
Renewal and Replacement Grant Fund	1,794.27 454,611.27			0.00 3.74		1,794.27 454,615.01	0.0102%
Senior Lien Debt Service Reserve Fund	728,242.79			6.11		728,248.90	0.0102%
2015A Sr Ln Project Cap Interest	1,224.29			0.00		1,224.29	0.0102%
2015B Sr Ln Project	349,931.74			2.97		349,934.71	0.0102%
2015C TIFIA Project	695,195.09			5.81		695,200.90	0.0102%
2018 Sr Lien Project Account	931,824.18			7.86		931,832.04	0.0102%
	9,725,069.03	3,000,000.00		90.32	1,300,000.00	11,425,159.35	
Amount in TexStar Operating Fund							
	1,040,226.68	1,300,000.00		8.77	1,300,000.00	1,040,235.45	0.0102%
Goldman Sachs							
Operating Fund	1,259,272.10	3,063,641.54		27.02	3,000,000.00	1,322,940.66	0.0300%
2020 SH 45SW Project Account	770,366.37			17.08		770,383.45	0.0300%
2020A Senior Lien Debt Service Account	837,802.77	209,421.60		16.47		1,047,240.84	0.0300%
2020B Senior Lien Debt Service Account	1,411,606.30	277,233.19		28.51		1,688,868.00	0.0300%
2020C Senior Lien Debt Service Account	1,259,790.81	314,904.42		24.77		1,574,720.00	0.0300%
2020D Sub Lien Debt Service Account	1,931,928.06	342,290.94		39.39		2,274,258.39	0.0300%
2020D Sub Debt Service Reserve Fund	4,186,418.63			92.79		4,186,511.42	0.0300%
2020E Sr Lien Project Account	51,445,078.98			1,140.29		51,446,219.27	0.0300%
2020E Sr Ln Project Cap Interest	29,137,367.70			645.83		29,138,013.53	0.0300%
2020F Sub Lien Project Account	37,962,298.55			911.57	7,854,190.19	30,109,019.93	0.0300%
2020F Sub Lien Debt Service Account	1,848,031.56	461,944.86		36.34		2,310,012.76	0.0300%
2020G Sub Lien Debt Service Account	850,921.80	212,699.74		16.73		1,063,638.27	0.0300%
2020G Sub Debt Service Reserve Fund	1,689,143.52	95,863.53		36.48		1,785,043.53	0.0300%
2021A Sub Debt Service Reserve Fund	6,259,816.45	190,217.78		136.84		6,450,171.07	0.0300%
2021A Sub Debt Service Account	0.00	95.77		0.00		95.77	0.0300%
2021B Senior Lien Cap I Project Fund	57,698,599.95			1,278.89		57,699,878.84	0.0300%
2021B Senior Lien Project Account	131,013,169.02			2,903.91	29,035.68	130,987,037.25	0.0300%
2021C Sub Lien Cap I Project Fund	6,105,550.91			135.33		6,105,686.24	0.0300%
2021C Sub Lien Project Account	95,048,960.23			2,108.16	1,841,224.79	93,209,843.60	0.0300%
2021D Senior Lien Debt Service Account	0.00	1,012,713.55		0.00		1,012,713.55	0.0300%
2021E Senior Lien Debt Service Account	0.00	3,458,568.63		0.00		3,458,568.63	0.0300%
2011 Sr Financial Assistance Fund	6,116,250.00			119.39	883,750.00	5,232,619.39	0.0300%
2010 Senior DSF	60,646.55			1.34		60,647.89	0.0300%
2011 Senior Lien Debt Service Account	869,209.87	7,982.88		19.19		877,211.94	0.0300%
2013 Senior Lien Debt Service Account	3,122,381.06	329,885.30		65.91		3,452,332.27	0.0300%
2013 Sub Debt Service Reserve Fund	123.27			0.00		123.27	0.0300%
2013 Subordinate Debt Service Account	2,251,415.55	238,416.67		47.52		2,489,879.74	0.0300%
2015A Sr Lien Debt Service Account	4,979,187.80			97.90		4,979,285.70	0.0300%
2015B Project Account	41,977,687.39			837.48		41,978,524.87	0.0300%
2015C TIFIA Project Account	45,521,524.95			883.13	457,968.37	45,064,439.71	0.0300%
2016 Sr Lien Rev Refunding Debt Service Account	10,392,745.62	3,363,775.21		284.39	4,708,936.67	9,047,868.55	0.0300%
2016 Sub Lien Rev Refunding Debt Service Account	1,478,014.84	313,206.38		29.63		1,791,250.85	0.0300%
2016 Sub Lien Rev Refunding DSR	3,553,689.92			78.77		3,553,768.69	0.0300%
2018 Sr Lien Project Cap I	2,414,899.97			53.53		2,414,953.50	0.0300%
2018 Sr Lien Project Account	11,841,716.02			224.32	82,554.45	11,759,385.89	0.0300%
2018 Sub Debt Service Account	0.00			95.77	95.77	0.00	0.0300%
Grant Fund	7,182,728.53			144.90		7,182,873.43	0.0300%
Renewal and Replacement	183,364.08	208,339.65		4.06	186,402.58	205,305.21	0.0300%
Revenue Fund	5,625,988.50	15,674,367.39		112.63	15,387,601.13	5,912,867.39	0.0300%
General Fund	33,499,279.33			603.88	1,606,277.39	31,893,605.82	0.0300%
Senior Lien Debt Service Reserve Fund	23,433,393.43			458.62		23,433,852.05	0.0300%
71E Revenue Fund	18,918,554.51	952,243.89		410.62	57,256.88	19,813,952.14	0.0300%
MoPac Revenue Fund	47,088.59	793,561.07		1.83	786,656.28	53,995.21	0.0300%
MoPac General Fund	5,875,269.84	552,208.05		126.97	243,979.08	6,183,625.78	0.0300%
MoPac Operating Fund	2,826,119.13	254,922.18		60.89	71,733.75	3,009,368.45	0.0300%
MoPac Loan Repayment Fund	35,596.70	34,448.23		0.18	35,596.70	34,448.41	0.0300%
	662,922,999.16	32,362,952.45		14,359.25	37,233,259.71	658,067,051.15	
Amount in Fed Agencies and Treasuries							
Amortized Principal	498,113,704.29	0.00	(525,598.48)	0.00		497,588,105.81	
	498,113,704.29	0.00	(525,598.48)	0.00	0.00	497,588,105.81	
Certificates of Deposit							
Total in Pools	10,765,295.71	4,300,000.00		99.09	2,600,000.00	12,465,394.80	
Total in GS FSGF	662,922,999.16	32,362,952.45		14,359.25	37,233,259.71	658,067,051.15	
Total in Fed Agencies and Treasuries	498,113,704.29	0.00	(525,598.48)	0.00	0.00	497,588,105.81	
Total Invested	1,171,801,999.16	36,662,952.45		14,458.34	39,833,259.71	1,168,120,551.76	

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

Mary Temple, Controller

11/30/2021

Allocation of Funds



Amount of Investments As of November 30, 2021

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	3,969,623.85	3,924,207.95	3,922,836.52	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	3,473,102.91	3,433,367.63	3,432,167.75	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	80,375,344.30	79,455,781.43	79,428,013.32	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	74,433,372.42	73,581,790.81	73,556,075.53	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	29,773,450.70	29,432,816.90	29,422,530.76	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	49,622,078.65	49,054,359.55	49,037,216.11	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,556,351.12	79,510,685.19	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Treasury	912796J75	9,999,383.60	9,999,794.53	9,999,074.30	0.0250%	9/24/2021	12/23/2021	General Fund
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	14,998,225.00	14,996,700.00	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,228,895.96	20,213,286.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,483,087.51	21,466,509.73	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,878.83	2,442,970.65	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,504.42	9,991,700.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,995,044.17	99,917,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		500,712,722.71	497,588,105.81	497,336,765.86				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	3,969,623.85	(45,415.90)	3,924,207.95	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	3,473,102.91	(39,735.27)	3,433,367.64	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	80,375,344.30	(919,562.87)	79,455,781.43	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	74,433,372.42	(851,581.61)	73,581,790.81	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	29,773,450.70	(340,633.80)	29,432,816.90	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	49,622,078.65	(567,719.10)	49,054,359.55	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(227,528.89)	79,556,351.11	78,760,000.00	229,716.66	(113,764.44)	115,952.22
Treasury	912796J75	9,999,383.60	410.93	9,999,794.53	10,000,000.00	-	410.93	410.93
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	887.50	14,998,225.00	15,000,000.00	-	887.50	887.50
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(65,398.84)	20,228,895.96	20,000,000.00	70,833.33	(32,699.42)	38,133.91
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(69,453.57)	21,483,087.51	21,240,000.00	75,225.00	(34,726.79)	40,498.21
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	24.23	2,444,878.83	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	99.12	9,999,504.42	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	991.17	99,995,044.17	100,000,000.00	5,833.34	495.58	6,328.92
		500,712,722.71	(3,124,616.90)	497,588,105.81	494,945,000.00	728,688.45	(525,598.48)	203,089.97

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	8,063,648.19		198.42	439,927.90	7,623,918.71

Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	86,169.83		1.91	20,706.83	65,464.91

Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	84,772.84		1.88	18,822.20	65,952.52

Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	261,143.05		5.79	4,330.26	256,818.58

Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	471,132.47		10.56	35,770.77	435,372.26

Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	363,459.65		8.06	7,674.92	355,792.79

Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	162,024.68		3.59	4,494.62	157,533.65

Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2021	Additions	Interest	Withdrawals	11/30/2021
Goldman Sachs	354,296.13		7.85	6,059.44	348,244.54



PERFORMANCE

As of November 30, 2021

Current Invested Balance	\$8,132,746,877.26
Weighted Average Maturity (1)	48 Days
Weighted Average Life (2)	61 Days
Net Asset Value	1.000032
Total Number of Participants	965
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$469,115.34
Management Fee Collected	\$399,793.68
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

November Averages

Average Invested Balance	\$8,288,999,347.25
Average Monthly Yield, on a simple basis	0.0102%
Average Weighted Maturity (1)	47 Days
Average Weighted Life (2)	62 Days

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

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

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

NEW PARTICIPANTS

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

- * Brazoria Fort Bend County Municipal Utility District No. 3
- * Galveston County Municipal Utility District No. 32

HOLIDAY REMINDER

In observance of the Christmas holiday, **TexSTAR will be closed Friday, December 24, 2021.** All ACH transactions initiated on Thursday, December 23rd will settle on Monday, December 27th.

Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

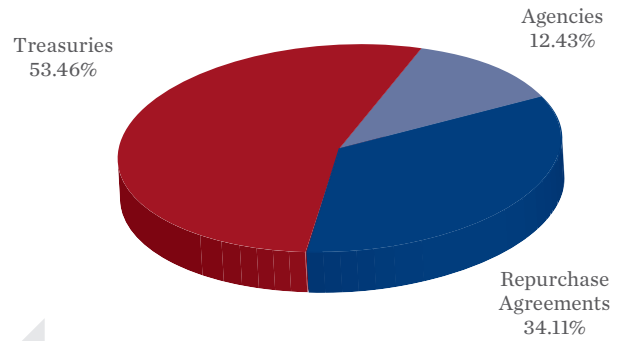
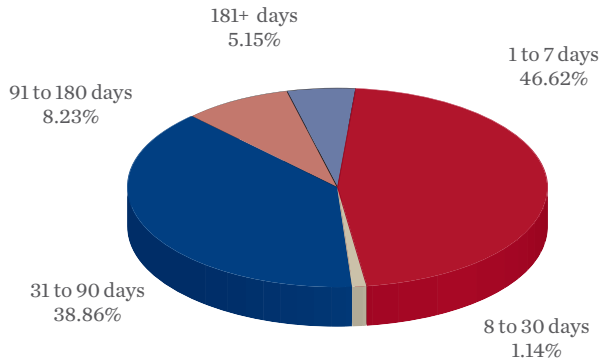
Market review

November was a very important month in getting America back on a post-pandemic recovery track. The bipartisan infrastructure bill finally passed the House of Representatives and was signed into law by the President. The Federal Reserve (Fed) outlined its plans to phase out its bond purchase program. The CDC approved a COVID vaccine for children aged 5-11, while Pfizer announced very promising trial results for an anti-viral drug to combat the disease if people catch it. The October jobs report, released early in the month, was strong across the board, providing further evidence that the economy is moving on from the pandemic. However, the distortions caused by the pandemic and policy response remained very obvious on the financial landscape, with inflation running hot while interest rates were still relatively low. Inflation has far surpassed the FOMC's 2% target, with the headline PCE price index rising 0.6% month-over-month (m/m) and 5.0% year-over-year (y/y) in October. The core PCE deflator also rose to 0.4% m/m and 4.1% y/y. The October CPI report showed consumer prices rose at their fastest pace since 1990 as supply chain issues showed little signs of abating. Headline CPI came in well above expectations at +0.9% m/m and +6.2% y/y, while Core CPI rose 0.6% m/m and 4.6% y/y. Further increases in shelter costs and an acceleration of inflation across a broad range of sectors point to the continued impact of supply chain shortages and a pickup in stickier components of inflation.

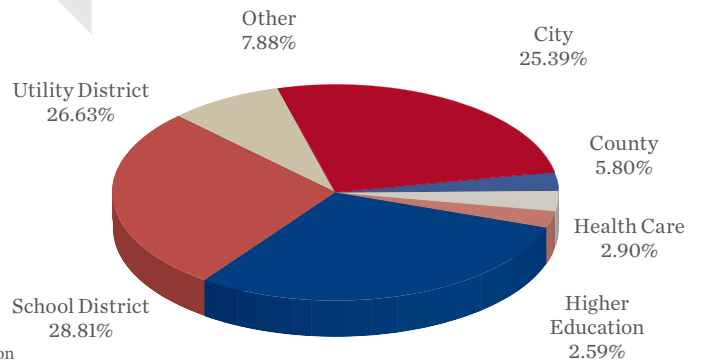
(continued page 4)

INFORMATION AT A GLANCE

**PORTFOLIO BY
TYPE OF INVESTMENT
AS OF NOVEMBER 30, 2021**



**PORTFOLIO BY
MATURITY
AS OF NOVEMBER 30, 2021 (1)**



**DISTRIBUTION OF
PARTICIPANTS BY TYPE
AS OF NOVEMBER 30, 2021**

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

HISTORICAL PROGRAM INFORMATION

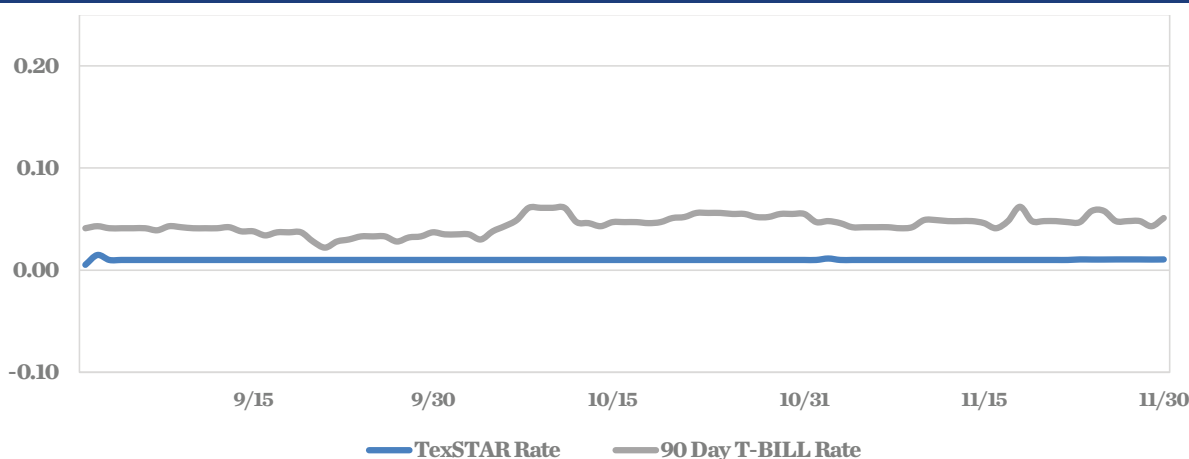
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Nov 21	0.0102%	\$8,132,746,877.26	\$8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935
Feb 21	0.0334%	9,576,230,496.50	9,577,678,764.35	1.000151	46	87	934
Jan 21	0.0583%	9,443,485,770.86	9,445,046,065.21	1.000165	38	84	934
Dec 20	0.0676%	8,682,050,804.34	8,683,648,113.09	1.000183	42	96	933

PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 575.57	\$ 575.57
Accrual of Interest Income	4,661,306.31	4,661,306.31
Interest and Management Fees Payable	(461,377.86)	(461,377.86)
Payable for Investment Purchased	(74,964,737.50)	(74,964,737.50)
Repurchase Agreement	2,798,211,999.54	2,798,211,999.54
Government Securities	5,405,299,111.20	5,405,559,650.74
TOTAL	\$ 8,132,746,877.26	\$ 8,133,007,416.80

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR NOVEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
11/1/2021	0.0100%	0.000000274	\$8,618,190,948.52	1.000049	46	62
11/2/2021	0.0114%	0.000000312	\$8,640,524,088.82	1.000048	45	60
11/3/2021	0.0100%	0.000000274	\$8,658,839,886.47	1.000043	44	60
11/4/2021	0.0100%	0.000000274	\$8,652,331,775.44	1.000054	45	60
11/5/2021	0.0100%	0.000000274	\$8,558,102,005.53	1.000052	47	62
11/6/2021	0.0100%	0.000000274	\$8,558,102,005.53	1.000052	47	62
11/7/2021	0.0100%	0.000000274	\$8,558,102,005.53	1.000052	47	62
11/8/2021	0.0100%	0.000000274	\$8,517,428,102.19	1.000046	47	62
11/9/2021	0.0100%	0.000000274	\$8,497,149,402.74	1.000053	47	62
11/10/2021	0.0100%	0.000000274	\$8,421,898,079.01	1.000047	48	62
11/11/2021	0.0100%	0.000000274	\$8,421,898,079.01	1.000047	48	62
11/12/2021	0.0100%	0.000000274	\$8,319,063,068.48	1.000042	46	61
11/13/2021	0.0100%	0.000000274	\$8,319,063,068.48	1.000042	46	61
11/14/2021	0.0100%	0.000000274	\$8,319,063,068.48	1.000042	46	61
11/15/2021	0.0100%	0.000000274	\$8,334,957,917.78	1.000045	47	62
11/16/2021	0.0100%	0.000000274	\$8,270,827,663.89	1.000047	47	62
11/17/2021	0.0100%	0.000000274	\$8,140,016,216.18	1.000049	47	62
11/18/2021	0.0100%	0.000000274	\$8,109,268,005.23	1.000055	47	62
11/19/2021	0.0100%	0.000000274	\$8,007,591,612.80	1.000048	46	61
11/20/2021	0.0100%	0.000000274	\$8,007,591,612.80	1.000048	46	61
11/21/2021	0.0100%	0.000000274	\$8,007,591,612.80	1.000048	46	61
11/22/2021	0.0100%	0.000000274	\$7,992,789,972.28	1.000046	46	60
11/23/2021	0.0105%	0.000000287	\$8,074,559,290.04	1.000045	51	65
11/24/2021	0.0104%	0.000000286	\$8,082,545,072.37	1.000029	50	64
11/25/2021	0.0104%	0.000000286	\$8,082,545,072.37	1.000029	50	64
11/26/2021	0.0105%	0.000000288	\$8,075,401,723.38	1.000040	48	62
11/27/2021	0.0105%	0.000000288	\$8,075,401,723.38	1.000040	48	62
11/28/2021	0.0105%	0.000000288	\$8,075,401,723.38	1.000040	48	62
11/29/2021	0.0104%	0.000000286	\$8,140,988,737.42	1.000036	49	62
11/30/2021	0.0105%	0.000000289	\$8,132,746,877.26	1.000032	48	61
Average	0.0102%	0.000000279	\$8,288,999,347.25		47	62



ECONOMIC COMMENTARY (cont.)

At its November meeting, the Federal Open Market Committee (FOMC) officially announced its plans to taper its net asset purchases by \$15bn per month beginning in mid-November. The statement language was somewhat optimistic, acknowledging the slowdown in economic activity, but also that the Delta wave is receding. Later in the month, FOMC Minutes revealed consensus around the start date and pace of taper. The committee highlighted its desire to be flexible and maintain optionality as it relates to future policy. All members agreed they would take action if inflation posed a threat to long-run price stability.

As the month progressed, strong incoming data showed that consumer demand is picking up again amid persistent inflationary pressures, which prompted a hawkish shift in Fed communications. October retail sales advanced 1.7% up from 0.8% the prior month. The November ISM PMIs showed private sector growth remained robust with momentum picking up in services. Manufacturing was strong at 61.1, but services was the real standout coming in at 69.1, an all-time high.

After seeing a faster pace of hiring in October as declining Covid-19 cases and higher wages helped employers make progress on filling record-high job vacancies, November nonfarm payrolls rose by just 210,000, well below consensus expectations for a 545,000 gain. On the other hand, the unemployment rate fell more than expected, declining 0.4 points to 4.2%, the lowest since the pandemic began. Employment in the household survey, in contrast to the payrolls survey, rose by a very strong 1.1 million workers with a healthy 594,000 gain in the labor force. While the headline payrolls number was a significant miss, the overall narrative remains – economic momentum is very strong in spite of the economy rapidly running out of labor resources. This report may well strengthen the Fed’s resolve to consider a faster tapering of bond purchases when it meets in December.

At the end of the end of the month, reports spread of a new, highly-mutated Omicron variant of COVID-19, which could be more contagious than the Delta variant, creating uncertainties regarding the economic recovery. In his testimony before Congress, Chair Powell opened the door for the acceleration of tapering, stating “the economy is very strong and inflationary pressures are high, and it is therefore appropriate in my view to consider wrapping up the taper of our asset purchases... a few months sooner.” He also said that “The recent rise in COVID-19 cases and the emergence of the Omicron variant pose downside risks to employment and economic activity and increased uncertainty for inflation. Greater concerns about the virus could reduce people’s willingness to work in person, which would slow progress in the labor market and intensify supply-chain disruptions.”

Markets were volatile as the two-year US Treasury note swung from a yield of 0.50% at the beginning of the month, to a high of 0.65%, then back down again to 0.44% before ending the month at 0.57%. Meanwhile the Treasury bill yield curve steepened as the three-month Treasury bill yield remained relatively unchanged at 0.05% while the 12-month Treasury bill yield increased 10 basis points (bps) to 0.22%.

Outlook

The latest coronavirus strain, Omicron, has brought with it new worries about the global economic outlook, with the World Health Organization labelling it as a “variant of concern”. We are still in an information vacuum though, with more questions than answers at this point. The coming weeks will tell us whether, compared to the Delta strain, Omicron is more or less severe, the relative degree of transmissibility and if vaccines are as effective. Despite this new uncertainty, we expect the Fed to announce an acceleration in the pace of tapering at the December FOMC meeting, with the program ending three months earlier by March 2022. The hurdle rate for a rate hike still hasn’t been met, but a June lift off has a higher probability. Our base case is the first hike will be between the second and third quarters of 2022. It seems the Fed is rushing the taper in order to raise rates faster. Inflation will continue to be high for the next 3 months, but may decline next year, even if it is due to base effects.

This information is an excerpt from an economic report dated November 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



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Exhibit B

Financial Statements for December 2021

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	103,372,500	57,269,499	55.40%	36,805,916
Video Tolls	33,281,500	21,733,277	65.30%	10,695,789
Fee Revenue	13,921,000	6,765,596	48.60%	4,835,337
Total Operating Revenue	150,575,000	85,768,372	56.96%	52,337,042
Other Revenue				
Interest Income	1,230,764	707,816	57.51%	316,934
Grant Revenue	2,180,000	350,649	16.08%	767,634
Misc Revenue	320,000	129,755	40.55%	34,590
Gain/Loss on Sale of Asset	-	6,568	-	-
Total Other Revenue	3,730,764	1,194,789	32.03%	1,119,159
TOTAL REVENUE	\$154,305,764	\$86,963,161	56.36%	53,456,201
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,940,743	1,925,707	38.98%	2,187,457
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	391,939	38.57%	300,180
FICA	238,665	81,898	34.32%	81,036
FICA MED	74,643	28,154	37.72%	32,178
Health Insurance Expense	584,978	200,841	34.33%	239,077
Life Insurance Expense	6,714	3,048	45.39%	5,357
Auto Allowance Expense	10,200	4,675	45.83%	5,100
Other Benefits	209,200	61,257	29.28%	88,206
Unemployment Taxes	5,184	4,097	79.03%	2,722
Total Salaries and Benefits	7,166,434	2,701,614	37.70%	2,941,314

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	9,000	4,102	45.58%	4,257
Auditing	144,550	100,975	69.85%	91,475
Financial Advisors	-	12,600	-	-
Human Resources	30,000	14,393	47.98%	1,695
IT Services	285,000	68,737	24.12%	127,607
Internet	450	-	-	-
Software Licenses	514,500	207,399	40.31%	213,585
Cell Phones	24,800	9,947	40.11%	10,120
Local Telephone Service	105,000	44,480	42.36%	30,211
Overnight Delivery Services	200	57	28.46%	31
Local Delivery Services	50	-	-	12
Copy Machine	16,000	6,360	39.75%	6,360
Repair & Maintenance-General	10,000	2,273	22.73%	771
Meeting Expense	13,250	348	2.63%	1,296
Toll Tag Expense	3,000	660	22.00%	900
Parking / Local Ride Share	2,750	-	-	29
Mileage Reimbursement	4,800	76	1.58%	87
Insurance Expense	651,000	282,463	43.39%	240,314
Rent Expense	575,000	270,859	47.11%	267,849
Building Parking	11,000	229	2.08%	118
Legal Services	312,500	174,119	55.72%	106,447
Total Administrative and Office Expenses	2,712,850	1,200,075	44.24%	1,103,162
Office Supplies				
Books & Publications	4,250	1,797	42.29%	2,266
Office Supplies	11,000	798	7.26%	3,216
Misc Office Equipment	4,500	732	16.28%	101
Computer Supplies	186,950	22,998	12.30%	33,054
Copy Supplies	1,500	-	-	93
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	171	3.42%	-
Postage Expense	650	288	44.28%	127
Total Office Supplies	218,850	26,785	12.24%	38,856

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	100,000	26,786	26.79%	21,299
Research Services	275,000	10,109	3.68%	51,623
Communications and Marketing	500,000	12,827	2.57%	49,963
Advertising Expense	800,000	116,628	14.58%	131,843
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	11,520
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	285
Other Communication Expenses	15,000	11,880	79.20%	1,662
Total Communications and Public Relations	2,169,600	188,028	8.67%	270,007
Employee Development				
Subscriptions	50,560	123	0.24%	1,180
Agency Memberships	57,942	35,560	61.37%	35,286
Continuing Education	11,000	334	3.04%	275
Professional Development	14,000	-	-	-
Other Licenses	1,850	514	27.78%	636
Seminars and Conferences	45,500	1,735	3.81%	(6,694)
Travel	89,500	8,567	9.57%	-
Total Employee Development	270,352	46,833	17.32%	30,682
Financing and Banking Fees				
Trustee Fees	60,000	34,038	56.73%	30,100
Bank Fee Expense	2,000	1,796	89.81%	161
Continuing Disclosure	4,000	-	-	-
Arbitrage Rebate Calculation	10,000	12,905	129.05%	9,435
Rating Agency Expense	50,000	12,000	24.00%	24,500
Total Financing and Banking Fees	126,000	60,739	48.21%	64,196
Total Administrative	5,497,652	1,522,460	27.69%	1,506,903

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	521,829	306,196	58.68%	316,385
GEC-Financial Planning Support	243,804	95,510	39.17%	90,149
GEC-Toll Ops Support	1,314,155	398,333	30.31%	98,636
GEC-Roadway Ops Support	1,186,339	320,984	27.06%	336,780
GEC-Technology Support	1,438,856	294,764	20.49%	504,272
GEC-Public Information Support	-	100,156	-	9,709
GEC-General Support	1,473,429	445,962	30.27%	277,144
General System Consultant	1,653,940	515,175	31.15%	223,843
Traffic Modeling	67,000	21,158	31.58%	33,333
Traffic and Revenue Consultant	175,000	243,240	138.99%	77,104
Total Operations and Maintenance Consulting	8,074,352	2,741,477	33.95%	1,967,353
Roadway Operations and Maintenance				
Roadway Maintenance	4,487,800	622,302	13.87%	1,511,623
Landscape Maintenance	2,302,400	599,268	26.03%	991,075
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	47,497	13.57%	-
Tools & Equipment Expense	25,000	105	0.42%	2,312
Gasoline	30,000	7,567	25.22%	4,705
Repair & Maintenance - Vehicles	10,000	(3,269)	-32.69%	3,041
Natural Gas	2,500	2,530	101.21%	1,214
Electricity - Roadways	250,000	91,407	36.56%	82,921
Total Roadway Operations and Maintenance	7,507,700	1,367,407	18.21%	2,596,891
Toll Processing and Collection Expense				
Image Processing	3,000,000	1,912,849	63.76%	751,870
Tag Collection Fees	6,041,000	4,557,283	75.44%	2,940,926
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
Total Processing and Collection Expense	9,116,250	6,470,132	70.97%	3,692,797

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	247	49.35%	247
Refuse	2,200	823	37.43%	719
Water - Irrigation	7,500	3,158	42.11%	2,235
Electricity	500	310	62.07%	374
ETC spare parts expense	50,000	(33,850)	-67.70%	-
Repair & Maintenance Toll Equip	75,000	5,197	6.93%	-
Law Enforcement	450,000	174,803	38.85%	84,276
ETC Maintenance Contract	5,390,000	43,900	0.81%	1,403,713
ETC Toll Management Center System Operation	642,852	112,500	17.50%	183,058
ETC Development	1,140,000	143,224	12.56%	581,168
ETC Testing	200,000	-	-	1,427
Total Toll Operations Expense	7,961,552	450,313	5.66%	2,257,216
Total Operations and Maintenance	32,659,854	11,029,329	33.77%	10,514,257
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	73,914	49.94%	12,319
Special Projects	150,000	-	-	4,447
71 Express Net Revenue Payment	4,000,000	2,094,304	52.36%	1,753,776
Technology Initiatives	185,000	41,395	22.38%	94,790
Other Contractual Svcs	370,000	106,000	28.65%	299,514
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,153,000	2,315,613	44.94%	2,164,846
Non Cash Expenses				
Amortization Expense	1,125,000	699,557	62.18%	452,500
Amort Expense - Refund Savings	2,715,425	4,417,990	162.70%	895,618
Dep Exp - Furniture & Fixtures	2,614	1,307	50.00%	1,307
Dep Expense - Equipment	2,500	1,250	50.00%	1,250
Dep Expense - Autos & Trucks	43,085	11,470	26.62%	21,586
Dep Expense - Building & Toll Fac	176,748	88,374	50.00%	88,374
Dep Expense - Highways & Bridges	49,342,469	25,310,772	51.30%	17,392,169
Dep Expense - Toll Equipment	4,060,300	2,037,217	50.17%	1,828,915
Dep Expense - Signs	1,202,171	508,285	42.28%	508,285
Dep Expense - Land Improvements	1,163,209	442,467	38.04%	442,467
Depreciation Expense - Computers	192,000	94,541	49.24%	96,670
Undevelopable Projects	-	-	-	4,468,748
Total Non Cash Expenses	60,025,522	33,613,229	56.00%	26,197,888
Total Other Expenses	65,178,522	35,928,842	55.12%	28,362,734

**Central Texas Regional Mobility Authority
Income Statement
For the Period Ending December 31, 2021**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Operating Expenses				
Bond Issuance Expense	1,227,474	4,723,010	384.77%	3,501,913
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	40,667,452	48.54%	18,907,770
CAMPO RIF Payment	-	5,000,000	-	-
Community Initiatives	57,500	17,550	30.52%	57,050
Total Non Operating Expenses	85,124,490	50,422,511	59.23%	22,494,733
TOTAL EXPENSES	\$195,626,952	\$101,604,756	51.94%	\$65,819,941
Net Income	(\$41,321,188)	(\$14,641,595)		(12,363,740)

Central Texas Regional Mobility Authority
Balance Sheet
as of December 31, 2021

	as of 12/31/2021		as of 12/31/2020	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 478,480		\$ 1,495,624	
Cash in TexStar	2,040,248		240,157	
Regions Payroll Account	77,571		195,787	
Restricted Cash				
Goldman Sachs FSGF 465	676,859,799		444,131,304	
Restricted Cash - TexSTAR	11,425,295		290,606,896	
Overpayments account	626,574		719,450	
Total Cash and Cash Equivalents		<u>691,507,968</u>		<u>737,389,218</u>
Accounts Receivable				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	74,032		65,906	
Due From TTA	4,849,533		8,883,265	
Due From NTTA	1,359,187		759,548	
Due From HCTRA	1,748,819		1,917,338	
Due From TxDOT	616,842		157,338	
Interest Receivable	1,734,423		97,930	
Total Receivables		<u>13,152,925</u>		<u>14,651,414</u>
Short Term Investments				
Treasuries	317,979,330		-	
Agencies	169,081,163		-	
Total Short Term Investments		<u>487,060,493</u>		<u>-</u>
Total Current Assets		<u>1,191,721,387</u>		<u>752,040,631</u>
Total Construction in Progress		239,147,799		664,734,456
Fixed Assets (Net of Depreciation and Amortization)				
Computers	193,047		382,282	
Computer Software	1,973,290		2,943,422	
Furniture and Fixtures	3,485		6,099	
Equipment	10,874		3,374	
Autos and Trucks	112,193		51,833	
Buildings and Toll Facilities	4,505,392		4,682,140	
Highways and Bridges	1,740,855,663		1,176,094,296	
Toll Equipment	20,438,827		21,044,332	
Signs	13,242,584		13,720,823	
Land Improvements	6,641,736		7,526,670	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	67,783		113,926	
Total Fixed Assets		<u>1,876,194,480</u>		<u>1,314,718,803</u>
Other Assets				
Intangible Assets-Net	174,065,930		136,950,371	
2005 Bond Insurance Costs	3,540,679		3,754,187	
Prepaid Insurance	382,060		409,658	
Deferred Outflows (pension related)	637,414		198,767	
Pension Asset	591,247		896,834	
Total Other Assets		<u>179,217,330</u>		<u>142,209,817</u>
Total Assets		<u><u>\$ 3,486,280,995</u></u>		<u><u>\$ 2,873,703,707</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of December 31, 2021

	as of 12/31/2021	as of 12/31/2020
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 32,694,819	\$ 5,940,082
Construction Payable	8,042,684	17,972,436
Overpayments	629,946	722,663
Interest Payable	47,123,586	26,058,769
Due to other Funds	-	1,687,633
Deferred Compensation Payable	-	41,756
TCDRS Payable	84,491	93,895
Medical Reimbursement Payable	(125)	3,798
Due to other Agencies	18,744	3,749
Due to TTA	833,721	956,575
Due to NTTA	183,220	55,799
Due to HCTRA	123,020	69,067
Due to Other Entities	1,054,970	1,963,111
71E TxDOT Obligation - ST	3,617,995	3,022,377
Total Current Liabilities	94,407,070	58,591,709
Long Term Liabilities		
Compensated Absences	345,479	543,329
Deferred Inflows (pension related)	109,052	164,402
Long Term Payables	454,531	707,731
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	84,395,525	78,330,332
Senior Lien Revenue Bonds 2011	19,149,342	18,000,462
Senior Refunding Bonds 2013	7,080,000	10,840,000
Senior Lien Revenue Bonds 2015	10,000,000	298,790,000
Senior Lien Refunding Revenue Bonds 2016	81,395,000	356,785,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	56,205,000	57,120,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-
Senior Lien Refunding Bonds 2021D	274,625,000	-
Senior Lien Refunding Bonds 2021E	340,765,000	-
Sn Lien Rev Bnd Prem/Disc 2013	1,789,117	3,578,235
Sn Lien Revenue Bnd Prem 2015	-	17,786,086
Senior Lien Premium 2016 Revenue Bonds	8,039,668	40,944,097
Sn Lien Revenue Bond Premium 2018	3,283,077	3,549,651
Senior Lien Revenue Bond Premium 2020A	11,413,911	11,629,428
Senior Lien Refunding Bond Premium 2020B	12,039,193	12,574,269
Senior Lien Revenue Bonds Premium 2020E	26,713,615	28,284,689
Senior Lien Revenue Bonds Premium 2021B	53,661,286	-
Senior Lien Refunding Bonds Premium 2021D	44,947,129	-
Total Senior Lien Revenue Bonds	1,690,781,864	1,338,417,249

Central Texas Regional Mobility Authority
Balance Sheet
as of December 31, 2021

	as of 12/31/2021	as of 12/31/2020
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	5,320,000	7,790,000
Sub Lien Refunding Bonds 2016	73,055,000	73,490,000
Subordinated Lien BANs 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	99,705,000	99,705,000
Subordinated Lien BANs 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANs 2021C	244,185,000	-
Sub Refunding 2013 Prem/Disc	381,748	763,495
Sub Refunding 2016 Prem/Disc	6,200,543	7,033,357
Sub Lien BANS 2018 Premium	-	529,133
Subordinated Lien BANs 2020F Premium	12,008,594	16,011,459
Subordinated Lien Refunding Bonds Premium 2020G	7,370,205	7,774,177
Sub Lien BANS 2021C Premium	38,058,387	-
Total Sub Lien Revenue Bonds	658,729,477	431,561,622
Other Obligations		
TIFIA Note 2015	-	301,638,800
TIFIA Note 2019	-	52,692
TIFIA Note 2021	307,671,765	-
71E TxDOT Obligation - LT	57,263,411	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	389,926,076	387,410,602
Total Long Term Liabilities	2,739,891,948	2,158,097,204
Total Liabilities	2,834,299,018	2,216,688,913
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	545,161,833	547,915,821
Current Year Operations	(14,641,960)	(12,363,131)
Total Net Assets	651,981,977	657,014,794
Total Liabilities and Net Assets	\$ 3,486,280,995	\$ 2,873,703,707

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of December 2021

Cash flows from operating activities:

Receipts from toll revenues	\$	82,426,598
Receipts from interest income		102,937
Payments to vendors		(25,871,367)
Payments to employees		(2,744,966)
Net cash flows provided by (used in) operating activities		53,913,201

Cash flows from capital and related financing activities:

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,441,743
Issuance Expense		(4,723,010)
Payments on bonds		(262,191,063)
Interest payments		(47,339,054)
Acquisitions of construction in progress		(108,502,926)
Net cash flows provided by (used in) capital and related financing activities		(318,272,169)

Cash flows from investing activities:

Interest Receivable		(1,324,246)
Interest income		2,617,782
Purchase of investments		(291,570,303)
Proceeds from sale or maturity of investments		225,151,194
Net cash flows provided by (used in) investing activities		(63,801,327)
Net increase (decrease) in cash and cash equivalents		(328,160,295)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	691,507,968

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

Operating income	\$	28,790,183
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		29,894,796
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(3,249,057)
(Increase) decrease in prepaid expenses and other assets		(217,290)
(Decrease) increase in accounts payable		(1,273,202)
Increase (decrease) in accrued expenses		(35,888)
(Increase) in deferred outflows of resources		3,660
Total adjustments		25,123,018
Net cash flows provided by (used in) operating activities	\$	53,913,201

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	89,064,889
Restricted cash and cash equivalents		602,443,079
Total	\$	691,507,968

INVESTMENTS by FUND

		Balance December 31, 2021		
Renewal & Replacement Fund				
TexSTAR	1,794.27		TexSTAR	13,465,543.69
Goldman Sachs	179,147.03		Goldman Sachs	668,507,129.61
Agencies/ Treasuries		180,941.30	Agencies & Treasury Notes	487,062,540.55
Grant Fund				\$ 1,169,035,213.85
TexSTAR	454,620.34			
Goldman Sachs	7,183,027.64			
Agencies/ Treasuries	2,444,890.95	10,082,538.93		
Senior Debt Service Reserve Fund				
TexSTAR	728,257.50			
Goldman Sachs	23,434,355.18			
Agencies/ Treasuries	83,474,897.08	107,637,509.76		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,649.19	60,649.19		
2011 Sr Debt Service Accountt				
Goldman Sachs	885,213.58	885,213.58		
2013 Sr Debt Service Accountt				
Goldman Sachs	3,782,288.40	3,782,288.40		
2013 Sub Debt Service Account				
Goldman Sachs	2,728,347.48	2,728,347.48		
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	123.27	780,885.68		
TexSTAR	780,762.41			
2015 Sr Debt Service Account				
Goldman Sachs	4,979,392.61	4,979,392.61		
2015 Sr Capitalized Interest				
Goldman Sachs	-	1,224.29		
TexSTAR	1,224.29			
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	12,411,827.98	12,411,827.98		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	2,104,492.56	2,104,492.56		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	3,553,844.99			
Agencies/ Treasuries	3,428,400.72	6,982,245.71		
Operating Fund				
TexSTAR	2,040,248.42			
TexSTAR-Trustee	6,402,845.86			
Goldman Sachs	1,507,464.35	9,950,558.63		
Revenue Fund				
Goldman Sachs	6,439,413.36	6,439,413.36		
General Fund				
TexSTAR	880,144.93			
Goldman Sachs	42,163,109.79			
Agencies/ Treasuries	63,982,063.41	107,025,318.13		
71E Revenue Fund				
Goldman Sachs	20,783,063.88	20,783,063.88		
MoPac Revenue Fund				
Goldman Sachs	821,115.15	821,115.15		
MoPac General Fund				
Goldman Sachs	4,158,707.50	4,158,707.50		
MoPac Operating Fund				
Goldman Sachs	2,935,604.93	2,935,604.93		
MoPac Loan Repayment Fund				
Goldman Sachs	2,082,575.00	2,082,575.00		
2015B Project Account				
Goldman Sachs	41,979,426.15			
TexSTAR	349,938.86	42,329,365.01		
2015 TIFIA Project Account				
Goldman Sachs	44,554,722.89			
TexSTAR	695,209.11			
Agencies/ Treasuries	-	45,249,932.00		
2011 Sr Financial Assistance Fund				
Goldman Sachs	4,348,990.57	4,547,645.21		
TexSTAR	198,654.64			
2018 Sr Lien Project Cap I				
Goldman Sachs	2,415,005.35	2,415,005.35		
2018 Sr Lien Project Account				
Goldman Sachs	11,686,875.00			
TexSTAR	931,843.06	12,618,718.06		
2020A Senior Lien Debt Service Account				
Goldman Sachs	1,256,682.84	1,256,682.84		
2020 SH 45SW Project Account				
Goldman Sachs	769,539.33	769,539.33		
2020B Senior Lien Debt Service Account				
Goldman Sachs	1,966,134.68	1,966,134.68		
2020C Senior Lien Debt Service Account				
Goldman Sachs	1,889,655.09	1,889,655.09		
2020D Sub Lien Debt Service Account				
Goldman Sachs	2,616,594.74	2,616,594.74		
2020D Sub Debt Service Reserve Fund				
Goldman Sachs	4,186,601.30			
Agencies/ Treasuries	3,918,530.96	8,105,132.26		
2020E Senior Lien Project Account				
Goldman Sachs	51,659,823.82			
Agencies/ Treasuries	99,537,032.61	151,196,856.43		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	29,138,639.12	29,138,639.12		
2020F Sub Lien Project Account				
Goldman Sachs	25,669,162.28			
Agencies/ Treasuries	29,390,237.68	55,059,399.96		
2020F Sub Lien Deb Service Account				
Goldman Sachs	2,772,002.61	2,772,002.61		
2020G Sub Lien Debt Service Account				
Goldman Sachs	1,276,358.73	1,276,358.73		
2020G Sub Lien Debt Service Reserve Account				
Goldman Sachs	1,880,944.43	1,880,944.43		
2021A Sub Lien Debt Service Reserve Account				
Goldman Sachs	6,640,525.43	6,640,525.43	24,389,733.51	
2021A Sub Debt Service Account				
Goldman Sachs	95.77	95.77		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	57,701,117.65	57,701,117.65		
2021B Senior Lien Project Account				
Goldman Sachs	130,371,939.64			
Agencies/ Treasuries	99,995,539.75	230,367,479.39		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	6,105,817.33	6,105,817.33		
2021C Sub Lien Project Account				
Goldman Sachs	86,484,095.29			
Agencies/ Treasuries	100,890,947.39	187,375,042.68		
2021D Senior Lien Debt Service Account				
Goldman Sachs	2,025,438.73	2,025,438.73		
2021E Senior Lien Debt Service Account				
Goldman Sachs	6,917,176.97	6,917,176.97		
		\$ 1,169,035,213.85		

CTRMA INVESTMENT REPORT

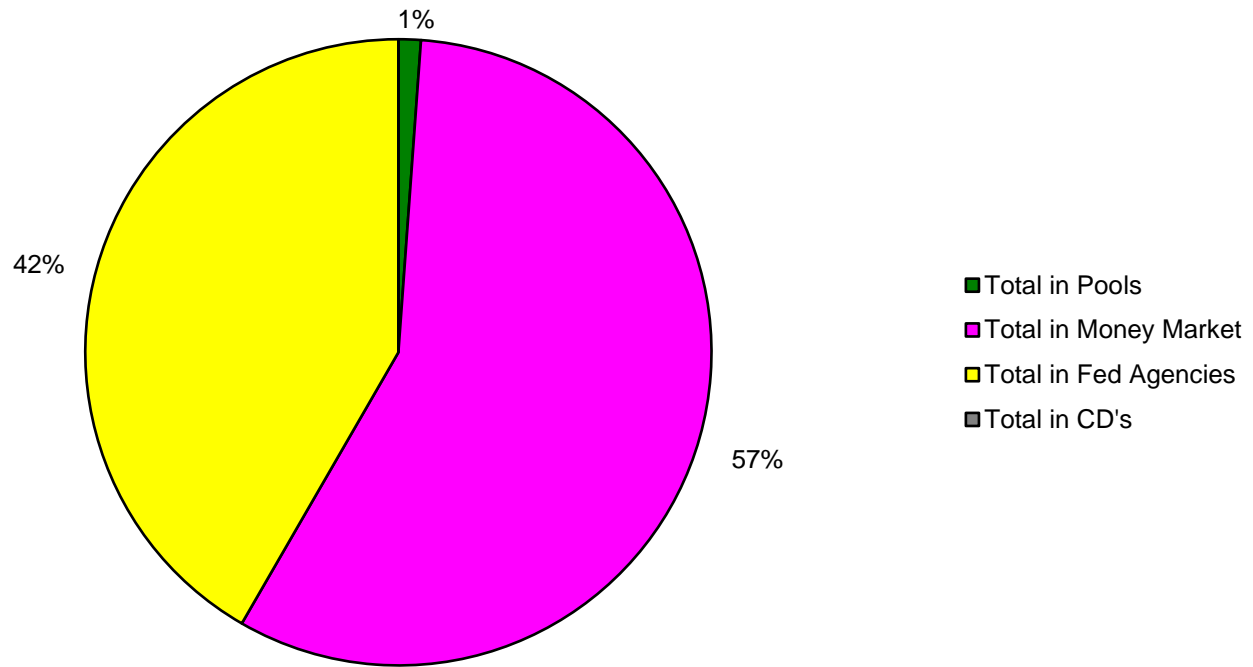
	Month Ending 12/31/2021					Rate December	
	Balance 12/1/2021	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 12/31/2021
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	198,652.30			2.34		198,654.64	0.0139%
2013 Sub Lien Debt Service Reserve General Fund	780,753.24			9.17		780,762.41	0.0139%
Trustee Operating Fund	880,134.55			10.38		880,144.93	0.0139%
Renewal and Replacement Grant Fund	6,402,769.14	3,000,000.00		76.72	3,000,000.00	6,402,845.86	0.0139%
Senior Lien Debt Service Reserve Fund	1,794.27			0.00		1,794.27	0.0139%
2015A Sr Ln Project Cap Interest	454,615.01			5.33		454,620.34	0.0139%
2015B Sr Ln Project	728,248.90			8.60		728,257.50	0.0139%
2015C TIFIA Project	1,224.29			0.00		1,224.29	0.0139%
2018 Sr Lien Project Account	349,934.71			4.15		349,938.86	0.0139%
	695,200.90			8.21		695,209.11	0.0139%
	931,832.04			11.02		931,843.06	0.0139%
	11,425,159.35	3,000,000.00		135.92	3,000,000.00	11,425,295.27	
Amount in TexStar Operating Fund							
	1,040,235.45	3,000,000.00		12.97	2,000,000.00	2,040,248.42	0.0139%
Goldman Sachs							
Operating Fund	1,322,940.66	3,186,721.23		27.52	3,002,225.06	1,507,464.35	0.0300%
2020 SH 45SW Project Account	770,383.45			16.54	860.66	769,539.33	0.0300%
2020A Senior Lien Debt Service Account	1,047,240.84	209,421.60		20.40		1,256,682.84	0.0300%
2020B Senior Lien Debt Service Account	1,688,868.00	277,233.19		33.49		1,966,134.68	0.0300%
2020C Senior Lien Debt Service Account	1,574,720.00	314,904.42		30.67		1,889,655.09	0.0300%
2020D Sub Lien Debt Service Account	2,274,258.39	342,290.94		45.41		2,616,594.74	0.0300%
2020D Sub Debt Service Reserve Fund	4,186,511.42			89.88		4,186,601.30	0.0300%
2020E Sr Lien Project Account	51,446,219.27	212,500.00		1,104.55		51,659,823.82	0.0300%
2020E Sr Ln Project Cap Interest	29,138,013.53			625.59		29,138,639.12	0.0300%
2020F Sub Lien Project Account	30,109,019.93			672.12	4,440,529.77	25,669,162.28	0.0300%
2020F Sub Lien Debt Service Account	2,310,012.76	461,944.86		44.99		2,772,002.61	0.0300%
2020G Sub Lien Debt Service Account	1,063,638.27	212,699.74		20.72		1,276,358.73	0.0300%
2020G Sub Debt Service Reserve Fund	1,785,043.53	95,863.53		37.37		1,880,944.43	0.0300%
2021A Sub Debt Service Reserve Fund	6,450,171.07	190,217.78		136.58		6,640,525.43	0.0300%
2021A Sub Debt Service Account	0.00	95.77		0.00		95.77	0.0300%
2021B Senior Lien Cap I Project Fund	57,699,878.84			1,238.81		57,701,117.65	0.0300%
2021B Senior Lien Project Account	130,987,037.25			2,812.82	617,910.43	130,371,939.64	0.0300%
2021C Sub Lien Cap I Project Fund	6,105,686.24			131.09		6,105,817.33	0.0300%
2021C Sub Lien Project Account	93,209,843.60	914,825.00		2,017.18	7,642,590.49	86,484,095.29	0.0300%
2021D Senior Lien Debt Service Account	1,012,713.55	1,012,713.55		11.63		2,025,438.73	0.0300%
2021E Senior Lien Debt Service Account	3,458,568.63	3,458,568.63		39.71		6,917,176.97	0.0300%
2011 Sr Financial Assistance Fund	5,232,619.39			121.18	883,750.00	4,348,990.57	0.0300%
2010 Senior DSF	60,647.89			1.30		60,649.19	0.0300%
2011 Senior Lien Debt Service Account	877,211.94	7,982.88		18.76		885,213.58	0.0300%
2013 Senior Lien Debt Service Account	3,452,332.27	329,885.30		70.83		3,782,288.40	0.0300%
2013 Sub Debt Service Reserve Fund	123.27			0.00		123.27	0.0300%
2013 Subordinate Debt Service Account	2,489,879.74	238,416.67		51.07		2,728,347.48	0.0300%
2015A Sr Lien Debt Service Account	4,979,285.70			106.91		4,979,392.61	0.0300%
2015B Project Account	41,978,524.87			901.28		41,979,426.15	0.0300%
2015C TIFIA Project Account	45,064,439.71			971.01	510,687.83	44,554,722.89	0.0300%
2016 Sr Lien Rev Refunding Debt Service Account	9,047,868.55	3,363,775.21		184.22		12,411,827.98	0.0300%
2016 Sub Lien Rev Refunding Debt Service Account	1,791,250.85	313,206.38		35.33		2,104,492.56	0.0300%
2016 Sub Lien Rev Refunding DSR	3,553,768.69			76.30		3,553,844.99	0.0300%
2018 Sr Lien Project Cap I	2,414,953.50			51.85		2,415,005.35	0.0300%
2018 Sr Lien Project Account	11,759,385.89			252.84	72,763.73	11,686,875.00	0.0300%
2018 Sub Debt Service Account	0.00			0.00	0.00	0.00	0.0300%
Grant Fund	7,182,873.43			154.21		7,183,027.64	0.0300%
Renewal and Replacement	205,305.21			3.91	26,162.09	179,147.03	0.0300%
Revenue Fund	5,912,867.39	16,864,361.77		111.40	16,337,927.20	6,439,413.36	0.0300%
General Fund	31,893,605.82	10,618,337.95		700.44	349,534.42	42,163,109.79	0.0300%
Senior Lien Debt Service Reserve Fund	23,433,852.05			503.13		23,434,355.18	0.0300%
71E Revenue Fund	19,813,952.14	1,018,086.16		411.93	49,386.35	20,783,063.88	0.0300%
MoPac Revenue Fund	53,995.21	1,015,697.39		3.61	248,581.06	821,115.15	0.0300%
MoPac General Fund	6,183,625.78			123.99	2,025,042.27	4,158,707.50	0.0300%
MoPac Operating Fund	3,009,968.45			60.36	74,423.88	2,935,604.93	0.0300%
MoPac Loan Repayment Fund	34,448.41	2,108,781.57		0.12	60,655.10	2,082,575.00	0.0300%
	658,067,555.38	46,768,531.52		14,073.05	36,343,030.34	668,507,129.61	
Amount in Fed Agencies and Treasuries							
Amortized Principal	497,588,105.81		(525,565.26)	0.00	10,000,000.00	487,062,540.55	
	497,588,105.81	0.00	(525,565.26)	0.00	10,000,000.00	487,062,540.55	
Certificates of Deposit							
Total in Pools	12,465,394.80	6,000,000.00		148.89	5,000,000.00	13,465,543.69	
Total in GS FSGF	658,067,555.38	46,768,531.52		14,073.05	36,343,030.34	668,507,129.61	
Total in Fed Agencies and Treasuries	497,588,105.81	0.00	(525,565.26)	0.00	10,000,000.00	487,062,540.55	
Total Invested	1,168,121,055.99	52,768,531.52		14,221.94	51,343,030.34	1,169,035,213.85	

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

Mary Temple, Controller

12/31/2021

Allocation of Funds



Amount of Investments As of December 31, 2021

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	3,969,623.85	3,918,530.96	3,916,949.94	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	3,473,102.91	3,428,400.72	3,427,017.46	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	80,375,344.30	79,340,836.08	79,308,824.16	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	74,433,372.42	73,475,343.10	73,445,697.76	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	29,773,450.70	29,390,237.68	29,378,379.50	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	49,622,078.65	48,983,394.66	48,963,631.18	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,442,586.67	79,357,000.80	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Treasury	912796J75	MATURED	MATURED	MATURED	0.0250%	9/24/2021	12/23/2021	General Fund
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	14,998,668.75	14,998,350.00	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,196,196.53	20,164,800.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,448,360.72	21,415,017.60	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,890.95	2,444,217.60	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,553.98	9,996,800.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,995,539.75	99,968,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>490,713,339.11</u>	<u>487,062,540.55</u>	<u>486,784,686.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	3,969,623.85	(51,092.89)	3,918,530.96	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	3,473,102.91	(44,702.18)	3,428,400.73	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	80,375,344.30	(1,034,508.22)	79,340,836.08	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	74,433,372.42	(958,029.32)	73,475,343.10	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	29,773,450.70	(383,213.02)	29,390,237.68	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	49,622,078.65	(638,683.99)	48,983,394.66	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(341,293.34)	79,442,586.66	78,760,000.00	229,716.66	(113,764.44)	115,952.22
Treasury	912796J75	MATURED	MATURED	MATURED	10,000,000.00	-	616.40	616.40
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	1,331.25	14,998,668.75	15,000,000.00	-	887.50	887.50
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(98,098.27)	20,196,196.53	20,000,000.00	70,833.33	(32,699.42)	38,133.91
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(104,180.36)	21,448,360.72	21,240,000.00	75,225.00	(34,726.79)	40,498.21
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	36.35	2,444,890.95	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	148.68	9,999,553.98	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	1,486.75	99,995,539.75	100,000,000.00	5,833.34	495.58	6,328.92
		<u>490,713,339.11</u>	<u>(3,650,798.56)</u>	<u>487,062,540.55</u>	<u>494,945,000.00</u>	<u>728,688.45</u>	<u>(525,393.01)</u>	<u>203,295.44</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	7,623,918.71		169.61	909,047.04	6,715,041.28

Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	65,464.91		1.54	21,371.35	44,095.10

Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	65,952.52		1.54	4,137.60	61,816.46

Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	256,818.58		5.55	1,725.70	255,098.43

Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	435,372.26		9.58	15,396.36	419,985.48

Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	355,792.79		7.72	2,297.28	353,503.23

Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	157,533.65	2,225.06	3.41	1,867.38	157,894.74

Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>12/1/2021</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>12/31/2021</u>
Goldman Sachs	348,244.54		7.52	3,017.60	345,234.46



PERFORMANCE

As of December 31, 2021

Current Invested Balance	\$8,763,539,414.27
Weighted Average Maturity (1)	31 Days
Weighted Average Life (2)	41 Days
Net Asset Value	1.000011
Total Number of Participants	977
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$523,471.25
Management Fee Collected	\$424,935.67
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

December Averages

Average Invested Balance	\$8,391,486,413.61
Average Monthly Yield, on a simple basis	0.0139%
Average Weighted Maturity (1)	40 Days
Average Weighted Life (2)	52 Days

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

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

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

NEW PARTICIPANTS

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

- * Brazoria County Municipal Utility District No. 22
- * Fort Bend County Municipal Utility District No. 159
- * Fort Bend County Municipal Utility District No. 182
- * Harris County Improvement District No. 25
- * Montgomery County Improvement District No. 121
- * Sequoia Improvement District
- * Fort Bend County Municipal Utility District No. 141
- * Fort Bend County Municipal Utility District No. 174
- * Fort Bend County Municipal Utility District No. 218
- * Harris County Municipal Utility District No. 405
- * Oak Manor Municipal Utility District No. 22
- * Waller County Improvement District No. 33

HOLIDAY REMINDER

In observance of Martin Luther King Jr. holiday, **TexSTAR will be closed Monday, January 17, 2022.** All ACH transactions initiated on Friday, January 14th will settle on Tuesday, January 18th.

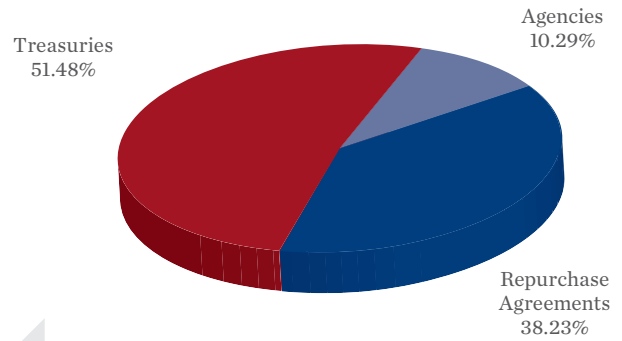
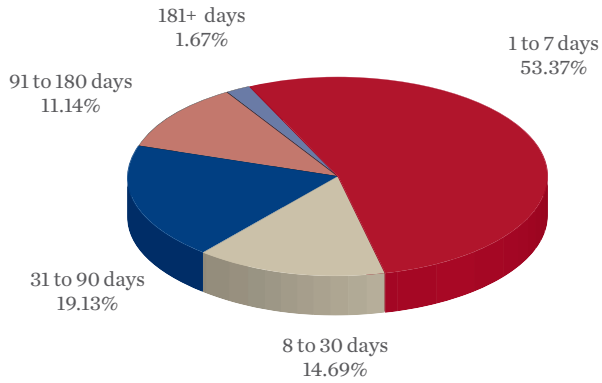
ECONOMIC COMMENTARY

Market review

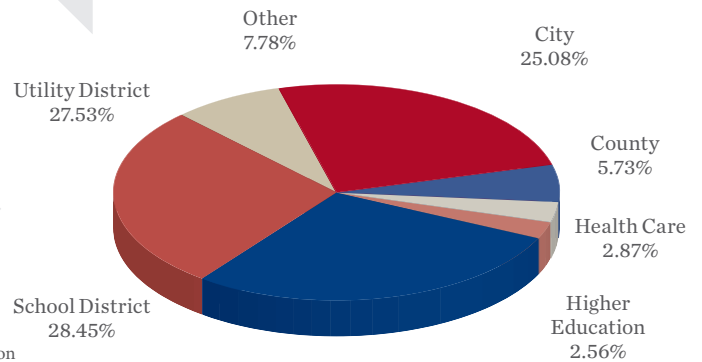
The fundamentals of fixed income markets have changed considerably over 2021. We have moved from a market environment expecting the Federal Reserve (Fed) to be on hold for years to come, to one in which the Fed is seeking to tighten monetary policy and expectations of multiple rate hikes in 2022. Three new Covid-19 variants were designated by the World Health Organization in 2021, which led to further disruptions in supply chains and international travel. However, it was the ever extending timeframe for “transitory” inflation, which was the greatest surprise of 2021. Currently, U.S. inflation has surged to the highest levels seen this century. This has been due to a multitude of factors such as higher shelter and car prices, which are both expected to continue rising as we enter 2022. Services inflation is also picking up while core goods inflation has increased by over 9% year-on-year. With this said, economic growth remains strong and corporate health is resilient as companies are able to pass along these inflated costs to consumers.

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF DECEMBER 31, 2021



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF DECEMBER 31, 2021



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

HISTORICAL PROGRAM INFORMATION

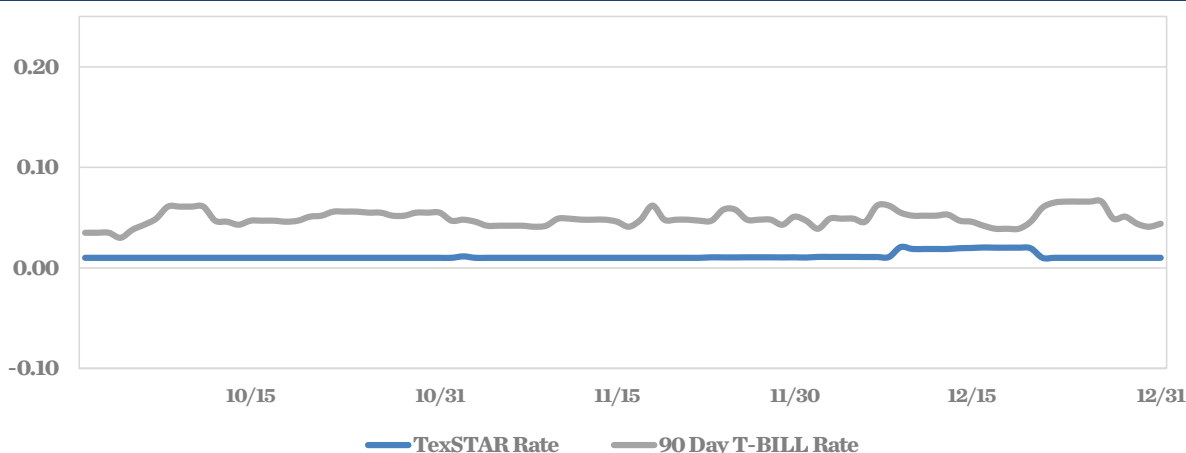
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Dec 21	0.0139%	\$8,763,539,414.27	\$8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935
Feb 21	0.0334%	9,576,230,496.50	9,577,678,764.35	1.000151	46	87	934
Jan 21	0.0583%	9,443,485,770.86	9,445,046,065.21	1.000165	38	84	934

PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 983.82	\$ 983.82
Accrual of Interest Income	4,859,622.12	4,859,622.12
Interest and Management Fees Payable	(520,669.61)	(520,669.61)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,348,643,999.64	3,348,643,999.64
Government Securities	5,410,555,478.30	5,410,593,911.74
TOTAL	\$ 8,763,539,414.27	\$ 8,763,577,847.71

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR DECEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
12/1/2021	0.0103%	0.000000283	\$8,202,136,300.56	1.000025	47	60
12/2/2021	0.0109%	0.000000299	\$8,143,456,369.29	1.000030	47	61
12/3/2021	0.0109%	0.000000298	\$8,173,574,758.85	1.000027	46	58
12/4/2021	0.0109%	0.000000298	\$8,173,574,758.85	1.000027	46	58
12/5/2021	0.0109%	0.000000298	\$8,173,574,758.85	1.000027	46	58
12/6/2021	0.0108%	0.000000295	\$8,227,571,276.06	1.000021	45	57
12/7/2021	0.0108%	0.000000296	\$8,195,466,409.32	1.000008	44	57
12/8/2021	0.0108%	0.000000296	\$8,203,779,080.30	1.000004	45	57
12/9/2021	0.0206%	0.000000564	\$8,313,042,433.98	1.000006	44	56
12/10/2021	0.0187%	0.000000512	\$8,366,632,791.58	1.000006	42	54
12/11/2021	0.0187%	0.000000512	\$8,366,632,791.58	1.000006	42	54
12/12/2021	0.0187%	0.000000512	\$8,366,632,791.58	1.000006	42	54
12/13/2021	0.0187%	0.000000511	\$8,375,803,948.39	1.000014	42	53
12/14/2021	0.0195%	0.000000533	\$8,373,965,705.10	1.000014	42	53
12/15/2021	0.0197%	0.000000541	\$8,319,547,922.70	1.000017	42	53
12/16/2021	0.0202%	0.000000553	\$8,207,110,119.28	1.000023	42	53
12/17/2021	0.0200%	0.000000548	\$8,164,167,366.22	1.000022	41	52
12/18/2021	0.0200%	0.000000548	\$8,164,167,366.22	1.000022	41	52
12/19/2021	0.0200%	0.000000548	\$8,164,167,366.22	1.000022	41	52
12/20/2021	0.0194%	0.000000531	\$8,236,368,139.05	1.000019	40	51
12/21/2021	0.0100%	0.000000274	\$8,393,985,797.22	1.000020	39	50
12/22/2021	0.0100%	0.000000274	\$8,427,888,521.25	1.000014	39	49
12/23/2021	0.0100%	0.000000274	\$8,581,511,121.76	1.000010	36	46
12/24/2021	0.0100%	0.000000274	\$8,581,511,121.76	1.000010	36	46
12/25/2021	0.0100%	0.000000274	\$8,581,511,121.76	1.000010	36	46
12/26/2021	0.0100%	0.000000274	\$8,581,511,121.76	1.000010	36	46
12/27/2021	0.0100%	0.000000274	\$8,672,852,039.80	1.000007	35	45
12/28/2021	0.0100%	0.000000274	\$8,968,457,746.32	1.000011	33	43
12/29/2021	0.0100%	0.000000274	\$8,822,130,892.22	1.000012	33	43
12/30/2021	0.0100%	0.000000274	\$8,849,807,469.72	1.000020	33	42
12/31/2021	0.0100%	0.000000274	\$8,763,539,414.27	1.000011	31	41
Average	0.0139%	0.000000380	\$8,391,486,413.61		40	52



ECONOMIC COMMENTARY (cont.)

In December, after some political wrangling, the Democrats voted to raise the debt ceiling, removing any uncertainty and providing expectations for an increase in Treasury bill issuance; the Federal Open Market Committee (FOMC), due to increasing inflation fears, announced that they would double the pace of tapering from \$15 billion to \$30 billion monthly; and the FOMC published their longer term rate projections which showed a marked increase in future rate expectations. The market shook off the Omicron variant and became more comfortable with the faster pace of tapering – although inflation remained a concern. The November CPI report showed consumer prices rising at their fastest pace in nearly 40 years as surging gasoline prices, vehicle prices, and owner’s equivalent rent continued to accelerate. Headline CPI met expectations, rising 0.8% month-over-month (m/m) and 6.8% year-over-year (y/y). Excluding the volatile food and energy components, core CPI still rose at a rapid clip of 0.5% m/m and 4.9% y/y, the highest in 30 years. However, as we look to 2022, we should see a significant moderation in inflation as supply chain issues ease, energy prices cool, and the reopening categories stabilize. While gains in auto and energy prices can be tied to supply issues, and hotel and airfares tied to reopening, housing costs are more likely to be sticky.

Initial jobless claims hit a new 52 year low in early December of 188,000 before ending the year at 198,000 as businesses struggled to find workers and JOLTS data showed more people quitting and fewer being laid off. The unemployment rate has come down significantly ending November at 4.2% and may fall below 4% by mid-2022. Meanwhile, wages are still rising at rates not seen since the 1980s. A rapidly improving labor market and persistent inflationary pressures pushed the Fed to adopt a more hawkish stance towards monetary policy. At its December meeting, the Federal Open Market Committee (FOMC) announced its plans to accelerate its tapering of asset purchases from \$15bn to \$30bn per month beginning in January. This strategy suggests the FOMC will conclude tapering by March 2022, paving the way for rate hikes in 2022. The Fed’s dot plot now implies three rate hikes in 2022 and 2023. In the statement, the Fed retired the word “transitory”, making clear that high inflation and a falling unemployment rate prompted the committee to hasten its tapering timeline.

In response to the announcement, equities and Treasury yields moved higher. The two-year U.S. Treasury note yield increased almost 46 basis points (bps) during the fourth quarter and almost 17 bps in December alone to end the year at 0.73%. The Treasury bill yield curve steepened as the three-month Treasury bill yield remained relatively unchanged during the quarter at 0.04% while the six-month and 12-month Treasury bill yields increased 13 bps and 31 bps to end the year at 0.18% and 0.38% respectively.

Outlook

The two catalysts for the recent sharp move in Treasury yields were the emergence of the Omicron variant and the Fed’s pivot away from the “transitory” narrative on inflation. On the former, we believe new variants are an important tail risk to the central case that the pandemic’s impact is fading. While the transmissibility of the Omicron variant is concerning, the severity appears to be contained, particularly for those who are fully vaccinated. There is reason to hope that, once this wave wanes, and if no more lethal variant takes over, society can finally return to close to normality. However, Omicron is also, by far, the most contagious of the variants, and this has led to widespread illness across the country, which has resulted in numerous cancellations of events and activities and is, once again, hitting demand in the leisure, entertainment, travel and restaurant industries, as indicated by high-frequency data. It will also lead to widespread absenteeism in early 2022, applying a significant drag to the economy in the first quarter, following a very strong fourth quarter. While inflation is expected to moderate in 2022, it is likely to remain uncomfortably high, reflecting the ongoing strength of goods demand, together with slow-to-resolve supply constraints in both goods and labor markets. More importantly, the more persistent components of inflation, namely wages and shelter, are showing clear signs of upward momentum that will ultimately outlast the near-term inflation in durable goods. The shift in the Fed’s narrative from “transitory” (inflation) to “optionality” (to tighten monetary policy) seems reasonable and long overdue. Whether the Fed chooses to use its optionality and hike rates earlier than the market expects will depend on how tolerant they are of high inflationary pressures. Factors that could worry them include a surge in energy prices that de-anchors inflation expectations, evidence of a wage-price spiral, rocketing housing prices, a lack of relief on core goods prices, the shortage of used cars, etc.



ECONOMIC COMMENTARY (cont.)

However, we do see some tentative signs of an easing of goods supply constraints and believe that the peak in core PCE inflation will occur in the early spring, before it declines to approximately 2.5% at year-end 2022. Supply chain problems should be resolved in the latter part of 2022 and 2023 through vaccinations, more capital spending and a shift in spending from goods back to services. We expect goods-related supply chain issues to be resolved, and for goods price inflation to fall as the Fed has been expecting. However, U.S. labor shortages appear to be a chronic issue, driving up wage inflation in tight labor markets. While we expect growth to decelerate in 2022, the U.S. output gap should close over the coming months, with GDP settling in above trend at 4% during the second half of 2022. The last month has also clarified the path forward for the Fed. We expect the Fed to wind up its large-scale asset purchases in March and then begin hiking rates in June 2022. It will likely hike rates by 25 bps each quarter until they reach 2.25%–2.5% in mid-2024.

This information is an excerpt from an economic report dated December 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Eric Cannon	Qualified 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 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (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.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #6

Discuss and consider approving the
2021 Annual Report

Strategic Plan Relevance: Regional Mobility/Economic Vitality/ Sustainability
Department: Executive/Finance/Communications
Contact: Jori Liu, Acting Director of Communications
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background:

The 2021 Mobility Authority Annual Report has been previously distributed to the Board of Directors. In accordance with the Section 101.13(b) of the Mobility Authority Policy Code, this item requests the Board to formally approve and adopt the 2021 Mobility Authority Annual Report. Following Board approval, the Executive Director will officially file the 2021 Mobility Authority Annual Report with Travis and Williamson counties.

Backup Provided: Draft resolution
2021 Annual Report

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

RESOLUTION NO. 22-0XX

ADOPTING THE MOBILITY AUTHORITY 2021 ANNUAL REPORT

WHEREAS, pursuant to Texas Transportation Code Section 370.261 and Mobility Authority Policy Code Section 101.013(b), the Central Texas Regional Mobility Authority (Mobility Authority) is required to prepare an annual report on its activities during the preceding year and describing all turnpike revenue bond issuances anticipated for the coming year, the financial condition of the Mobility Authority, all project schedules, and the status of the Mobility Authority's performance under the most recent strategic plan; and

WHEREAS, each annual report must be submitted to the Board for review, approval and adoption; and

WHEREAS, the Mobility Authority is required to file the 2021 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2022; and

WHEREAS, the Mobility Authority staff distributed a draft of the proposed 2021 Annual Report for the Board's review and consideration, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve and adopt the proposed 2021 Annual Report attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the 2021 Annual Report attached hereto as Exhibit A and directs the Executive Director to file the 2021 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2022.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

ANSWERING DEMAND

PLANNING TODAY FOR
TOMORROW'S GROWTH



2021
ANNUAL REPORT

ABOUT THE MOBILITY AUTHORITY

The Central Texas Regional Mobility Authority (Mobility Authority) is a local, independent government agency created in 2002 to improve the regional transportation system in Travis and Williamson counties. The Mobility Authority implements innovative and sustainable transportation options to enhance quality of life and economic vitality in Central Texas. The Mobility Authority owns and operates 183A Toll, 290 Toll, the 71 Toll Lane, the MoPac Express Lane, 45SW Toll, and 183 Toll. The agency is also constructing the 183A Phase III Project in Williamson County, and the 183 North Mobility Project in north Austin. For more information, visit MobilityAuthority.com.

REGIONAL MAP



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A LETTER FROM OUR CHAIRMAN

“

Central Texas is resilient. And so are we. As Central Texans ourselves, the staff and leadership of the Mobility Authority take that charge to heart.”

DEAR FRIENDS,

Both 2020 and 2021 were defining moments in Central Texas' evolution. Despite the pandemic, population growth continued to soar. The Austin Metropolitan Statistical Area (MSA) is ranked the fastest-growing large metro area in the country for the tenth straight year (*Austin-American Statesman*, 2021), and in just the last decade, we've experienced a nearly **30 percent population increase** (U.S. Census Bureau, 2020).

Central Texas' population growth is a proven selling point for the large numbers of businesses relocating to, and expanding in, Austin due to the large, diverse talent pool to recruit from. And we've only caught a glimpse of the business growth on the horizon.

Having emerged among the most resilient economies during the pandemic, we are poised to keep booming (*Austin Business Journal*, 2021). With demand at an all-time high, our mission is more critical than ever. "Business as usual" is not in our vocabulary. We are adapting to short- and long-term changes in behavior such as remote work and flexible schedules, and seeking to better understand these new travel patterns through research, data review, and community surveying. With this information, we're tailoring our projects and initiatives to meet the varied needs of all Central Texans.

At a time when people are reevaluating their living decisions due to more time spent at home, there's a higher bar. People have become empowered to demand a better quality of life, making Austin an attractive place to pursue the numerous opportunities and amenities available.

Housing affordability, however, remains one of Austin's most pressing concerns. So it comes as no surprise that demand for mobility is increasing in suburban areas where housing is more affordable. We're answering that demand with critical infrastructure improvements that keep Central Texans connected between work, home, school, and recreation – from our downtown core to surrounding communities.

Central Texas is resilient. And so are we. As Central Texans ourselves, the staff and leadership of the Mobility Authority take that charge to heart. As a region, it's time to move beyond planning and execute in a way that leverages the technology at our fingertips.

Take a tour of our projects that are in development and under construction, and the roadways open to traffic to learn more about how the Mobility Authority is answering demand.

Sincerely,

Bobby Jenkins
Chairman



A LETTER FROM OUR EXECUTIVE DIRECTOR

“

We must weigh the cost of change against the cost of not changing. And rather than fighting the growth, we shall grow with it in a way that benefits our region.”

DEAR FRIENDS,

As the Mobility Authority's executive director, it is with honor that I have accepted the reins to shepherd this agency through its next phase of growth. Although 2021 marks my first year at the helm, my roots in mobility – particularly Central Texas mobility – run deep. After a 36-year-career with the Texas Department of Transportation, serving the last five as executive director, I am privileged to continue advancing the mission to keep Central Texas moving.

Mobility is a regional issue – one that requires regional, multimodal solutions. To achieve meaningful change, we need a holistic approach that considers the diversity of all mobility needs and allows each area to work in tandem with one another. The saying “it takes a village...” is more relevant than ever as Central Texas stands on the precipice of transformative changes to our transit system and interstate highway infrastructure. I look forward to achieving sustainable results collaboratively with our regional partners.

Together, we're rising to the occasion and answering the region's call. We're empowering Central Texans to expect a better commute. And that means traveling smarter, not harder.

We know we cannot build our way out of congestion; we must think beyond the pavement and consider the many ways we can move toward a greater balance between capacity and demand. After all, mobility is both a journey *and* a destination.

Not only do we need to expand our network to manage tomorrow's growth, but we also need to make multimodal options more viable to move the needle on travel behavior in a positive direction. That starts by understanding all the factors influencing mobility decisions so that we can tailor our solutions to fit within the context of other regional issues, especially affordable housing trends and urban sprawl.

We must weigh the cost of change against the cost of not changing. And rather than fighting the growth, we shall grow with it in a way that benefits our region, including the smaller communities that aren't as accustomed to it as Austin.

That is exactly what the Mobility Authority is doing with our projects under construction such as the 183A Phase III extension in Williamson County and the 183 North Mobility Project in north Austin, as well as our projects under development.

I invite you to read the pages ahead to learn more about how the Mobility Authority is planning today for tomorrow's growth.

Sincerely,

James Bass
Executive Director

OUR BOARD OF DIRECTORS

We are governed by a seven-member board of directors who are responsible for setting policies, identifying priority projects, and ensuring that the agency operates in an efficient, effective, and transparent manner. The Governor appoints the Chairman, and the Commissioners Courts for Travis and Williamson counties each appoint three members to voluntarily serve on the Board for two-year terms.



BOBBY JENKINS
Chairman
Gubernatorial Appointee
Sworn in - 2019



NIKELLE S. MEADE
Vice-Chair
Travis County Appointee
Sworn in - 2012



DAVID SINGLETON
Board Treasurer
Williamson County Appointee
Sworn in - 2003



MIKE DOSS
Board Secretary
Williamson County Appointee
Sworn in - 2019



DAVID B. ARMBRUST
Board Member
Travis County Appointee
Sworn in - 2012



JOHN LANGMORE
Board Member
Travis County Appointee
Sworn in - 2018



HEATHER GADDES
Board Member
Williamson County Appointee
Sworn in - 2021

A REGIONAL INVESTMENT

Since the Mobility Authority's inception in 2002, the agency has transformed a regional investment of \$670 million into \$2.99 billion in added capacity infrastructure improvements, with 380 lane miles.*

Moving forward, we anticipate leveraging an investment by the region to develop \$3.8 billion in infrastructure improvements for Central Texas. About one-half of that investment includes non-tolled improvements, such as new general-purpose lanes, bike and pedestrian enhancements, and aesthetic upgrades, to enhance mobility for all travelers.



*Includes tolled and non-tolled lane miles on 183A Toll, 290 Toll, 71 Toll Lane, MoPac Express Lane, 45SW Toll, 183 Toll, and 183 North.



“

We are so excited about the 183A Phase III Project. Our economy and overall quality of life relies on the ability to travel to and from our communities. So it's been an engine that has helped drive western Williamson County's economic growth."

— Cynthia Long, Williamson County Commissioner

183A: THE ROAD WELL-TRAVELED

The Mobility Authority broke ground in the spring of 2021 on the 183A Phase III extension to proactively address forecasted traffic congestion linked to rapid population and economic growth in the area.

Building on the proven benefits of the existing 183A Toll Road, the project will extend the four-lane toll road 6.6 miles from Hero Way to one mile north of SH 29 in Liberty Hill.

In addition to relieving congestion on US 183, improving safety, and enhancing mobility in Williamson County, the project will serve regional multimodal mobility needs with an adjacent shared use path for bicycle and pedestrian travel.

The Mobility Authority is proud to be ahead of the curve on this project. Just as we delivered meaningful relief with the initial phases of 183A, extending the roadway will accommodate future growth and ensure that our regional mobility needs are met long into the future. And thanks to our flexible financial model, we're able to fund and deliver this project ahead of residential and commercial development, rather than first suffering through decades of gridlock.

The design-bid-build project is being constructed by The Lane Construction Corporation, and is anticipated to be complete in 2025, delivering greater mobility for Williamson County.

“

Leander is among the top 5 best places to live in the nation. The reason is projects exactly like the 183A Phase III expansion. Projects like this provide valuable infrastructure to our region. And it is that infrastructure that keeps us growing."

— Bridget Brandt, President, Leander Chamber of Commerce & Visitors Center



183 SOUTH: TURNING THE CORNER ON MOBILITY

After more than five years of construction efforts, the new 183 Toll Road in east Austin fully opened to traffic in 2021. From US 290 to SH 71, the corridor now features six tolled and up to six non-tolled lanes, continuous sidewalks, bicycle lanes, and an adjacent shared use path.

To call this an upgrade would be an understatement. Prior to reconstruction, US 183 had seen only minor improvements since it was originally constructed in the 1960s, which has contributed to the longstanding mobility and economic challenges plaguing the East Side.

Now, with greater mobility for residents, travelers, and active transportation users, the new US 183 corridor is facilitating substantial economic development throughout the area, bringing with it jobs, opportunities, and a greater quality of life.

As the region continues evaluating proposed improvements to the I-35 corridor, the 183 Toll Road will serve as a reliable alternative to our region's congested, and soon-to-be under construction, interstate highway.

EASTSIDE BUS PLAZA

Through an Interlocal Agreement with the Capital Area Rural Transit System (CARTS), the Mobility Authority helped fund a portion of the Richard A. Moya Eastside Multimodal Center along 183 Toll, which opened in 2021. It is the first major multimodal transportation hub in Central Texas connecting regional and local transit – a connection point from which users can access Austin and the region by local bus, bike, paratransit, or on-demand microtransit.



The Mobility Authority's next big undertaking is the 183 North Mobility Project. Anticipated to break ground in 2022, the project includes two tolled express lanes along a 9-mile stretch of US 183 in North Austin from its intersection with MoPac to SH 45 North. Currently ranked the 69th most congested roadway in the state of Texas (Texas A&M Transportation Institute, 2020), the 183 North Mobility Project will improve mobility, reduce congestion, and enable more reliable travel times for commuters, transit and emergency responders.

In addition to express lanes in the center median, the project includes a fourth general-purpose lane in areas where only three currently exist along existing northbound and southbound US 183, a direct connector to the existing MoPac Express Lane, as well as several non-tolled elements including new shared use path connections, sidewalks and cross-street connections for bicycles and pedestrians.

Great Hills Constructors, a joint venture comprised of Archer Western Construction and Sundt Construction, has been selected as the design-build contractor for the project, which is anticipated to be complete in 2026.

183 NORTH: THE ROAD AHEAD



MOPAC SOUTH: THE ROAD MOST TRAVELED

The MoPac Expressway between Cesar Chavez Street and Slaughter Lane provides a critical link to downtown Austin and other regional highways such as US 290, Loop 360, and SH 45SW. Ranked as the 20th most congested roadway in Texas (Texas A&M Transportation Institute, 2020), it carries up to 179,000 cars and trucks per day. Expanding population and regional development have made travel times unreliable for residents, commuters, transit and emergency responders. If we do nothing to address congestion, drivers could spend an additional 35 minutes traveling the corridor by 2035 (CAMPO 2035 travel demand model).

The Mobility Authority is implementing an environmental study to determine the best approach to managing congestion while promoting environmental stewardship and sustainability. The Express Lane(s) Alternative has been identified as the Recommended Build Alternative because it best meets the project's Purpose and Need.

After a multi-year pause in project development, the Mobility Authority held Open House No. 5 virtually in late-2021 into early 2022 to re-engage the public on the express lane(s) operational configuration options currently under consideration and to solicit public input on the environmental study. We received a great deal of valuable feedback that will be considered alongside technical analyses as we determine which configuration option best meets the project's Purpose and Need. The Mobility Authority will hold additional public meetings to finalize the environmental phase as the project moves forward.

If approved for implementation, construction could begin as early as 2025.

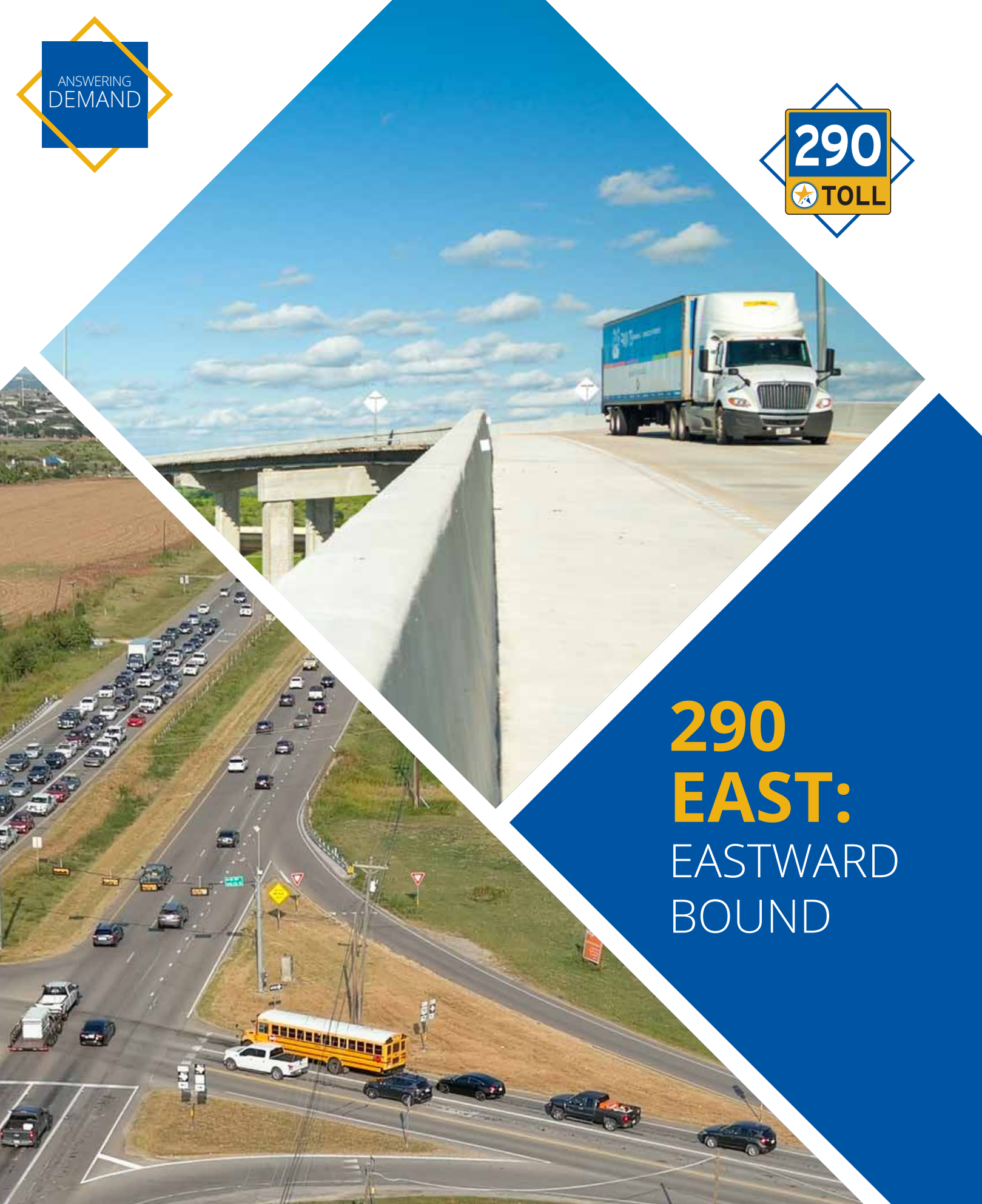
BARTON SKYWAY RAMP RELIEF: Interim Solutions for Better Connectivity

While the Mobility Authority advances efforts to find a long-term solution to congestion on MoPac, we are proceeding with an interim project to expedite delivery of the relief we need today. The Barton Skyway Ramp Relief Project will add pavement for auxiliary and merge lanes on southbound MoPac to alleviate congestion at the ramps near Lady Bird Lake. Construction is anticipated to begin in 2022.



PROVEN PERFORMANCE

The Express Lane on MoPac from Cesar Chavez Street to Parmer Lane has proven effective. Since opening in 2017, it has reduced travel times, increased use of transit, and created an option for more reliable travel.



290 EAST: EASTWARD BOUND

Ever since the Mobility Authority opened the 290 Toll Road in 2014, high usage has consistently proven the need for this regionally significant infrastructure project. As the corridor continues to experience transformative economic development, efficient movement of people and goods is more critical than ever. That's why we have continued to build on its success by implementing additional phases of corridor improvements.

Early 2022 marks the first anniversary of the completion of the 290/130 Flyovers Project, aiding connectivity in two of the fastest growing counties in the county – portions of which have been historically underserved.

With safe and efficient flyovers linking 290 Toll and SH 130 Toll, drivers from suburban areas now have a signal-free route to and from Austin's downtown core. North-south connectivity has also been significantly improved, with a non-stop connection from 290 Toll to southbound SH 130, offering quick access to the future Tesla plant, Austin-Bergstrom International Airport, and other key area destinations.

Drivers have recognized and experienced time-saving benefits as usage has already outpaced projections, demonstrating the value of these connections.



MULTIMODAL MOMENTUM

Whether you walk, bike, drive, or take the bus, the Mobility Authority has a path for you. Enhancing mobility and quality of life for all users is an integral part of our mission and the region's mobility future.

That is why we incorporate pedestrian- and cyclist-friendly facilities like shared use paths, sidewalks, and cross-street connections into every project, when feasible. These connections allow us to serve far more than vehicle traffic alone. With an emphasis on active transportation in Central Texans, our facilities also serve those who walk or bike to work, as well as those out for a recreational stroll.

To date, we have more than 70 miles of shared use paths or sidewalks in place or planned, and we are proud to bring these facilities to Central Texas.



45SW TRAIL

In addition to a beautiful display of springtime wildflowers and an overlook at Bear Creek, users will find a series of interpretive signs along the 4.5-mile trail. Coupled with our augmented reality mobile application, these signs provide an immersive experience highlighting the rich history and natural wonders of the Texas Hill Country and Edwards Aquifer.

In recognition of our former executive director, Mike Heiligenstein, and his service to Central Texas, the 45SW Trail will feature a plaque dedicated in his honor.



183 TRAIL

Coming soon to the recently completed 183 Trail is a new series of interpretive signs designed to delight and inform users of the people, history, and culture of Austin's East Side. At three key locations along the 10-mile trail, users of our mobile app will immerse themselves in history and nature with unique augmented reality experiences.



GETTING YOU THERE

Our system of open roads provides Central Texans with faster, more reliable connections throughout the region.

71

TOLL

71 Toll Lane: In 2017, the Mobility Authority celebrated the opening of our third toll road, offering drivers a free-flowing and reliable bypass route along SH 71 east of the Austin-Bergstrom International Airport (AUS) from Presidential Boulevard to SH 130. AUS continues to experience significant growth in passengers, prompting a massive expansion project. Electric car manufacturer Tesla has begun construction of a new factory on a 2,100-acre site just north of the SH 71/SH 130 Toll interchange.

183A

TOLL

183A Toll: The Mobility Authority's inaugural project – an 11-mile toll road from RM 620 through Cedar Park and Leander – created a reliable alternative to the gridlocked US 183. Since the second phase opened in 2012, increasing numbers of commuters have taken advantage of its time-saving benefits. In addition, the emergence of this new mobility option opened up a new corridor for economic opportunity, with millions of dollars invested in commercial and residential real estate, retail, restaurants, and more.

EXPRESS

1

TOLL

MoPac Express Lane:

This 11-mile, variably-priced express lane stretches from Cesar Chavez Street in downtown Austin north to Parmer Lane, providing drivers with a reliable alternative when they simply cannot be late. In addition to travel time savings for those who choose to use the Express Lane, Capital Metro buses use the express lane toll-free.

290

TOLL

290 Toll: Mirroring the success of 183A, the 6.2-mile 290 Toll Road tripled the previous capacity of US 290, transforming one of our area's most gridlocked routes into one of the fastest ways in and out of Austin during rush hour. Since opening in 2014, retail outlets, restaurants, medical facilities and other economic developments have flocked to the corridor and continue to emerge, showing just how closely infrastructure and economic opportunity are linked.

45

TOLL

45SW Toll: This greenfield project created a brand-new connection for drivers between the southern end of MoPac and FM 1626 in Hays County. Since opening in 2019, drivers have been experiencing travel-time savings, including those who continue to use local neighborhood streets as an alternative to the toll road. During peak travel periods, traffic volumes on Brodie Lane have been reduced by up to 32 percent, offering greater mobility and safety for drivers and residents alike.

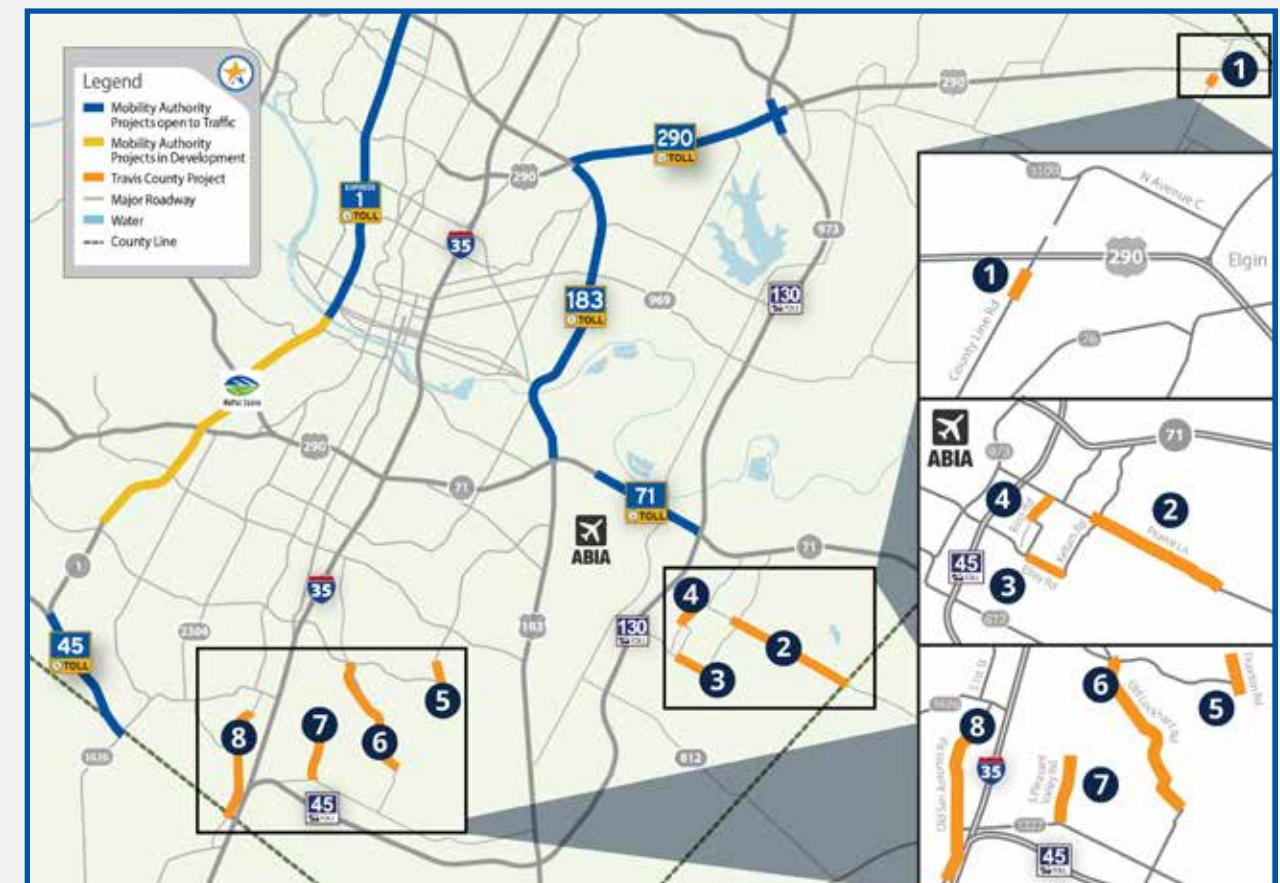
THINKING REGIONALLY:

TRAVIS COUNTY CAPITAL IMPROVEMENT PROGRAM

The Mobility Authority is expediting delivery of several projects in Travis County's Capital Improvement Program. This unique partnership leverages the Mobility Authority's unique organizational structure to develop and construct the projects on an accelerated timeline, with the County providing the funding, operation, and maintenance of the non-tolled facilities. These projects will address drainage and roadway safety concerns while facilitating bicycle and pedestrian movement.

- 1 County Line Road:** The culvert on County Line Road at Elm Creek will be replaced. This reconstruction will address stream crossing and drainage concerns by replacing the current undersized culvert and adjacent structures.
- 2 Pearce Lane:** A 3.25-mile section of Pearce Lane from west of Kellam Road to east of Wolf Lane will be reconstructed from the existing two-lane road to a four-lane divided road with bike lanes and sidewalks.
- 3 Elroy Road:** A 1.12-mile section of Elroy Road from McAngus Road to Kellam Road is being reconstructed from a two-lane road to a five-lane road with a continuous center turn lane, bike lanes, and sidewalks.
- 4 Ross Road:** A 0.8-mile section of Ross Road from Pearce Lane to Heine Farm Road is currently serving as a two-lane road for commuter and school traffic. The project will widen the existing road to a three-lane road with bicycle and pedestrian facilities.

- 5 Thaxton Road:** A 0.71-mile section of Thaxton Road from McKinney Falls Parkway to Sassman Road will be reconstructed from the existing two-lane road to a four-lane divided road with a continuous center turn lane, bike lanes and sidewalks.
- 6 Old Lockhart Road:** A 2.2-mile section of Old Lockhart Road from Slaughter Lane to Bradshaw Road and Capitol View Drive to Thaxton Road will have shoulders added in both directions.
- 7 South Pleasant Valley Road:** A 2.5-mile section of South Pleasant Valley Road from SH 45 to Bradshaw Road will be reconstructed from the existing two-lane road to a four-lane divided road with bike lanes and sidewalks.
- 8 Old San Antonio Road:** A 2.1-mile section of Old San Antonio Road from FM 1626 to Puryear Road will have shoulders added in both directions.





STREET SMART

The Mobility Authority is answering demand through more than added capacity and infrastructure improvements. Our innovation initiatives leverage industry best practices and new technologies while prioritizing customer and community service.

TRANSPORTATION DEMAND MANAGEMENT



Capital Metropolitan Transit Authority (CapMetro) buses use our facilities toll-free, incentivizing the use of transit.



Our regional Transportation Demand Management partner is encouraging more efficient travel behavior such as public transit, carpools, vanpools, walking, biking, teleworking, and alternative work schedules while discouraging less efficient behavior such as single-occupant vehicle use, peak-hour travel, and travel on highly congested roadways.



Our partners at Movability are working hand-in-hand with individuals and organizations to improve regional mobility through time- and money-saving commuter initiatives.



NEXT GENERATION ROADWAY TECHNOLOGY



WRONG-WAY DRIVING DETECTION TECHNOLOGY:

The Mobility Authority implemented the region's first intelligent warning system, which actively monitors and detects wrong-way entrants on 45SW Toll; deploys countermeasures; and sends alerts to drivers, first responders, and our Traffic & Incident Management Center.



ADVANCED TRANSPORTATION REPORTING AND INCIDENT MANAGEMENT SYSTEM:

In partnership with Waycare Technologies, Inc., the Mobility Authority piloted a program to compile data from roadway sensors, connected vehicles, and smartphone applications. This data was combined with artificial intelligence algorithms and machine learning to predict areas prone to congestion, identify locations where accidents have occurred or are likely, and alert emergency responders.



NEXT-GENERATION TOLL DEMONSTRATION PROJECT:

The Mobility Authority partnered with Kapsch TrafficCom USA and the Ford Motor Company to test the reliability and accuracy of a connected vehicle-based tolling system.



CTX NAVIGATORS

The insights of our customers and stakeholders help shape every aspect of our operation – from conception through construction and maintenance of our roadways. The CTX Navigators program is a two-part survey platform that allows drivers to share input about our toll facilities, marketing materials, signage, and more, which helps us improve the customer and driver experience.



MOVEFWD WORKFORCE DEVELOPMENT PROGRAM

This unique life skills program established by the Mobility Authority and collaborating partners combines workforce training, job placement, and social services support to help those who are disadvantaged achieve life-changing, long-term employment and career-building opportunities in the roadway construction, commercial driver's license, and customer service fields. In 2021, construction equipment training programs were offered at Austin Community College's Kyle campus.



QUALIFIED VETERAN DISCOUNT PROGRAM

The Mobility Authority offers toll waivers to qualified veterans for their trips on 183A Toll, 290 Toll, the 71 Toll Lane, 45SW Toll, and 183 Toll.



HABITUAL VIOLATOR POLICY

This enforcement program addresses chronic non-payment of tolls by habitual violators (i.e., registered vehicle owners who have been issued two notices of non-payment for 100 or more unpaid tolls in one year). Enforcement options include posting the violators' names on the agency website, blocking vehicle registration renewal, prohibiting violators' vehicles on Mobility Authority roadways, and on-road enforcement of the vehicle ban.



REGIONAL PARK & RIDE FACILITIES

The Mobility Authority is working with CapMetro and the Capital Area Metropolitan Planning Organization on a regional Express Bus Park & Ride plan, which complements CapMetro's Project Connect to make carpooling and transit usage more viable.



ASSET MANAGEMENT PROGRAM

The Mobility Authority's Transportation Asset Management Plan promotes organization, communication and planning, and facilitates strategic management of the agency's infrastructure investments through proactive – rather than reactive – program management. Using a web-enabled integrated Geographic Information System (GIS) enterprise asset management software solution, assets are inventoried, condition data is collected, and maintenance activity is recorded.

This program increases the return on investment by optimizing life cycle costs, mitigating risks, and managing asset performance at the individual, system and portfolio levels.

2021 FINANCIAL STATEMENTS

The Mobility Authority's financial statements are prepared in accordance with accounting principles generally accepted in the United States (GAAP) as applied to government units on an accrual basis. To view the audited Financial Statements and Management Discussion and Analysis, please visit [MobilityAuthority.com/financials](https://www.mobilityauthority.com/financials).

Statements of Net Position

June 30, 2021 and 2020

	2021	2020
CURRENT ASSETS:		
Unrestricted:		
Cash and cash equivalents	\$ 63,057,414	\$ 38,909,537
Investments	89,758,602	83,730,161
Due from other governments	8,392,551	9,985,068
Accrued interest receivable	1,217,669	227,930
Prepaid expenses and other assets	153,896	257,675
Total unrestricted	<u>162,580,132</u>	<u>133,110,371</u>
Restricted:		
Cash and cash equivalents	185,746,093	62,752,322
Total restricted	<u>185,746,093</u>	<u>62,752,322</u>
Total current assets	<u>348,326,225</u>	<u>195,862,693</u>
NONCURRENT ASSETS:		
Restricted assets:		
Cash and cash equivalents	591,754,254	23,472,678
Investments	344,349,657	229,478,605
Total restricted assets	<u>936,103,911</u>	<u>252,951,283</u>
Net Pension asset	591,247	896,834
Total capital assets, net	2,056,506,490	1,968,134,306
Total assets	<u>3,341,527,873</u>	<u>2,417,845,116</u>
Total deferred outflows of resources	<u>130,770,856</u>	<u>105,437,455</u>
Total assets and deferred outflows of resources	<u>\$ 3,472,298,729</u>	<u>\$ 2,523,282,571</u>

2021 FINANCIAL STATEMENTS

Statements of Net Position (continued)

June 30, 2021 and 2020

	2021	2020
CURRENT LIABILITIES:		
Payable from current assets:		
Accounts payable	\$ 2,240,994	\$ 3,350,160
Due to other governments	5,208,346	2,684,082
Accrued expenses	1,199,519	1,371,403
Total payable from current assets	<u>8,648,859</u>	<u>7,405,645</u>
Payable from restricted current assets:		
Construction accounts payable	53,976,505	17,001,160
Accrued interest payable	41,293,239	29,786,162
Bonds, notes payable and other obligations, current portion	90,476,349	15,965,000
Total payable from restricted current assets	<u>185,746,093</u>	<u>62,752,322</u>
Total current liabilities	<u>194,394,952</u>	<u>70,157,967</u>
NONCURRENT LIABILITIES:		
Bonds, notes payable and other obligations, net of current portion	2,640,959,802	1,783,011,449
Total noncurrent liabilities	<u>2,640,959,802</u>	<u>1,783,011,449</u>
Total liabilities	2,835,354,754	1,853,169,416
Total deferred inflows of resources	463,845	384,573
Total liabilities and deferred inflows of resources	<u>2,835,818,599</u>	<u>1,853,553,989</u>
NET POSITION:		
Net investment in capital assets	404,559,794	446,275,037
Restricted for debt service	76,872,402	122,722,855
Unrestricted	155,047,934	100,730,690
Total net position	<u>\$ 636,480,130</u>	<u>\$ 669,728,582</u>

2021 FINANCIAL STATEMENTS

Statements of Revenues, Expenses and Changes in Net Position

Years Ended June 30, 2021 and 2020

	2021	2020
OPERATING REVENUES:		
Tolls	\$ 115,320,643	\$ 116,926,800
Other operating	158,631	7,622
Total operating revenues	<u>115,479,274</u>	<u>116,934,422</u>
OPERATING EXPENSES:		
Administrative expenses	8,493,519	8,858,553
Operations and maintenance	23,825,575	22,773,283
Other operating expenses	7,025,883	6,294,999
Depreciation and amortization	40,555,216	39,983,305
Total operating expenses	<u>79,900,193</u>	<u>77,910,140</u>
Operating income	<u>35,579,081</u>	<u>39,024,282</u>
NONOPERATING REVENUES (EXPENSES):		
Interest income	492,393	4,463,494
Undeveloped project loss and gain on sale of assets	(4,468,748)	11,117
Financing expense	(10,728,950)	(1,614,044)
Interest expense, net of interest capitalized	(54,974,699)	(39,227,622)
Total nonoperating revenues (expenses), net	<u>(69,680,004)</u>	<u>(36,367,055)</u>
Change in net position before capital grants and contributions	(34,100,923)	2,657,227
TxDOT capital grants and contributions	852,471	3,250,396
Change in net position	<u>(33,248,452)</u>	<u>5,907,623</u>
Total net position at beginning of year, restated	669,728,582	663,820,959
Total net position at end of year	<u>\$ 636,480,130</u>	<u>\$ 669,728,582</u>

2021 FINANCIAL STATEMENTS

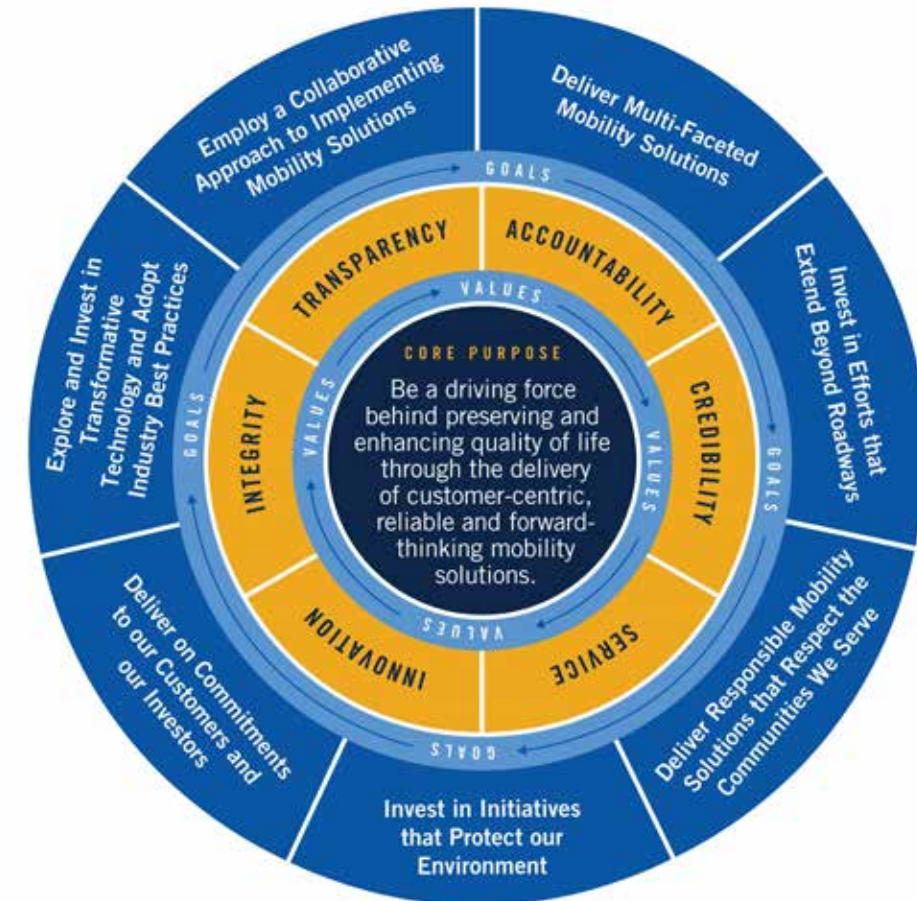
Statements of Cash Flows

Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Receipts from toll fees	\$ 113,158,258	\$ 119,287,721
Receipts from other income	158,631	7,622
Payments to vendors	(32,441,985)	(38,302,274)
Payments to employees	(5,986,673)	(5,631,094)
Net cash flows provided by operating activities	74,888,231	75,361,975
Cash flows from capital and related financing activities:		
Proceeds from notes payable and other obligations	907,351,645	62,770,819
Payments on revenue bonds issuance	-	(4,874,983)
Payments on interest	(57,489,169)	(55,966,816)
Payments on bonds	(17,341,348)	(16,706,323)
Purchase of capital assets	(3,197,289)	(516,125)
Payments for construction in progress	(70,318,324)	(177,661,086)
Proceeds from capital grants	852,471	2,675,396
Net cash flows provided by (used in) capital and related financing activities	759,857,986	(190,279,118)
Cash flows from investing activities:		
Interest income	1,707,553	8,360,648
Purchase of investments	(384,015,803)	(281,846,351)
Proceeds from sale or maturity of investments	262,985,257	271,976,841
Net cash flows (used in) investing activities	(119,322,993)	(1,508,862)
Net increase (decrease) in cash and cash equivalents	715,423,224	(116,426,005)
Cash and cash equivalents at beginning of year	125,134,537	241,560,542
Cash and cash equivalents at end of year	\$ 840,557,761	\$ 125,134,537
Reconciliation of change in net position to net cash provided by operating activities:		
Operating income	\$ 35,579,081	\$ 39,024,282
Adjustments to reconcile change in net position to net cash provided by operating activities:		
Depreciation and amortization	40,555,216	39,983,305
Changes in assets and liabilities:		
Increase in due from other governments	1,592,517	2,360,921
Increase in prepaid expenses and other assets	103,779	(57,508)
Increase (decrease) in accounts payable	(3,132,270)	(1,018,686)
Increase (decrease) in accrued expenses	375,484	(4,836,688)
Increase (decrease) in pension asset	305,587	(719,608)
Increase in deferred outflow of resources	(455,385)	668,230
Decrease in deferred inflow of resources	(35,778)	(42,273)
Total adjustments	39,309,150	36,337,693
Net cash flows provided by operating activities	\$ 74,888,231	\$ 75,361,975
Reconciliation of cash and cash equivalents:		
Unrestricted cash and cash equivalents	\$ 63,057,414	\$ 38,909,537
Restricted cash and cash equivalents:		
Current	185,746,093	62,752,322
Noncurrent	591,754,254	23,472,678
Total	\$ 840,557,761	\$ 125,134,537

STRATEGIC MOMENTUM

Meeting regional demand requires alignment with the Central Texas transportation landscape, guided by our strategic plan. We're moving Central Texas forward by staying true to our mission and demonstrating our core values in everything we do.



All agency projects and initiatives align with our strategic plan.

OUR CORE VALUES

TRANSPARENCY: We are committed to open, honest, and fair business practices; visibility into our processes; and accessibility of information to the general public.

ACCOUNTABILITY: We are fiscally responsible and follow through on commitments to our founding counties, investors, customers, constituents, and partners.

CREDIBILITY: We work to earn and sustain public trust through dependable public service, two-way communication, partner collaboration, and fair and appropriate solutions.

SERVICE: We provide customer service that is defined by efficiency and responsiveness. We seek to improve the quality of life for our users by acting as environmental stewards and supporting our community.

INTEGRITY: We are committed to honest communication, transparent transactions, ethical decisions, and forthright behavior.

INNOVATION: We have an entrepreneurial spirit that nurtures new ideas and embraces opportunities to implement transformative technology.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

3300 NORTH IH-35, SUITE 300
AUSTIN, TX 78705
MOBILITYAUTHORITY.COM



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #7

Discuss and consider approving a contract with
H2O Partners, Inc. for the collection of
pavement performance data for Mobility
Authority facilities

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$525,000
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description – As part of the Transportation Asset Management Plan (TAMP) implemented by Central Texas Regional Mobility Authority in 2018, pavement condition data is to be collected to support the pavement management program. This data is utilized within the web-enabled Integrated GIS, Enterprise Asset Management software, VUEWorks, and is key in evaluation of routine maintenance and restoration and replacement (R&R) needs. Data is collected annually to support on-going decision making for determining the best approach to management of the pavement. This is accomplished through determining the pavement condition from the data collected, assessing risks, selecting the appropriate work activities and programming the associated costs.

Previous Actions/Brief History of the Project/Program – The Central Texas Regional Mobility Authority approved the Fiscal Year 2022 Operating Budget on June 30, 2021. The approved FY22 Operations budget had identified funds for data collection to support the Asset Management Program.

Action Requested/Staff Recommendation – Staff recommends entering into a 5-year contract with H2O Partners, Inc., providing pavement collection services through Roadway Asset Services, LLC (RAS), through the Houston-Galveston Area Council Cooperative Purchasing Program (HGACbuy). Under this proposed agreement, RAS

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

RESOLUTION NO. 22-0XX

**APPROVING A CONTRACT WITH H2O PARTNERS, INC. FOR PAVEMENT
PERFORMANCE DATA COLLECTION ON MOBILITY AUTHORITY FACILITIES**

WHEREAS, the Mobility Authority has established a Transportation Asset Management Program to collect and record asset and pavement condition data on Mobility Authority facilities to be utilized in evaluating routine maintenance and restoration and replacement needs; and

WHEREAS, it is necessary to regularly collect pavement condition data for Mobility Authority facilities to support on-going decision making for determining the best approach to pavement management; and

WHEREAS, in accordance with Article 15 of the Mobility Authority Policy Code, purchases made through a cooperative program such as the Houston-Galveston Area Council Cooperative Purchasing Program (HGACbuy) are deemed to have satisfied Mobility Authority procurement requirements; and

WHEREAS, the Executive Director recommends entering into a contract with H2O Partners, Inc. in an amount not to exceed \$525,000 through HGACbuy for the collection of pavement condition data on Mobility Authority facilities which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the proposed contract with H2O Partners, Inc. for the collection of pavement condition data to be utilized in evaluating routine maintenance and restoration and replacement needs on Mobility Authority facilities in an amount not to exceed \$525,000, and authorizes the Executive Director to execute the contract on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

@H2O PARTNERS

January 4, 2022

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

Attn: Lisa Pohlmeier
Senior Project Manager
CTRMA – Asset Management

Subject: Central Texas Regional Mobility Authority
HGACBuy Contract (No. HP08-21) for Pavement Data Collection Services

Dear Ms. Pohlmeier,

This Agreement between H2O Partners Inc., (H2O) having offices at 260 Addie Roy Road Suite 150, Austin, TX 78746, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, having offices at 3300 North IH35, Suite 300, Austin, TX 78705 (CTRMA) is for Pavement Data Collection Services. H2O via our subcontractor, Roadway Asset Services, LLC (RAS) shall provide to Client the requested professional services as described herein the following documents attached as part of this agreement:

Attachment A: FY22 -5YR CTRMA Pavement Data Collection Scope of Work

Attachment B: HGACBuy Contract Pricing Worksheet (No. HP08-21)

Attachment C: Executed Contract between HGAC and H2O

H2O will provide monthly invoices for completed services to CTRMA.

If you have any questions, please do not hesitate to contact Melissa Trent at (512) 740-5014 or mtrent@h2opartnersusa.com.

Sincerely,



Eric Howard
Vice President

Attachment A

Central Texas Regional Mobility Authority Pavement Data Collection Services

Section I - Scope of Work:

Roadway Asset Services, LLC. (CONSULTANT) understands that the Central Texas Regional Mobility Authority (OWNER) desires to conduct a field survey of the pavement conditions on all the roadways within the CTRMA network following the general requirements of the TxDOT Pavement Management Information System (PMIS) methodology.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER:

- Mobile data collection of roadway imagery and pavement distress
- PMIS compliant pavement rating and assessment
- Provide IRI and Skid testing
- Provide data in a format compatible with the OWNER's Pavement Management System (VUEWorks)

Description of the tasks to be performed.

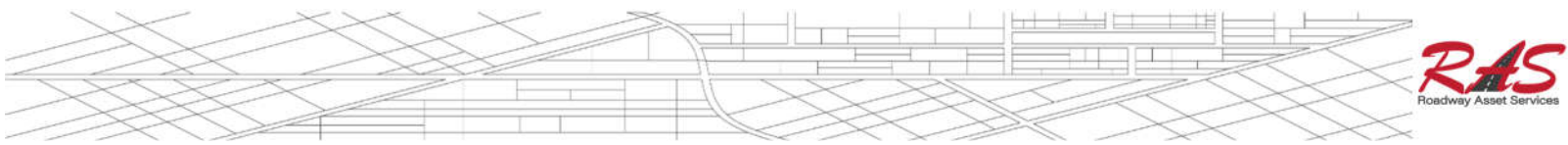
Task 1 - Project Setup

1.1 Project Initiation

The CONSULTANT understands the duration of this contract will be 5 years. Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database, previous inventory of pavement conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format, and will be confirmed during the meeting.

1.2 GIS Centerline/Data Import and Data Preparation

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER maintains approximately 380 test miles of roadways, but the actual collection miles will vary each year in this contract.



Corridor	Lane Miles	
	Rigid	Flexible
183A Toll	83.56	38.1
290 Toll	47.26	
Express 1 Toll		23.48
71 Toll	4.64	2.32
45 Toll		18.25
183 Toll	67.78	
183A PHIII	25.22	
183 N	39.36	

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database can maintain a persistent link to the GIS data. The breakdown of the estimated lane miles for data collection per OWNER fiscal year shown in the table below. The OWNER will issue notice to proceed (NTP) each collection cycle, at their sole discretion. The OWNER is not obligated to issue an NTP each fiscal year and is not limited to the frequencies and quantities shown in the table below. The work in each NTP will be paid at the applicable unit price per Exhibit A for the current HGACBuy Contract with H2O Parnters.

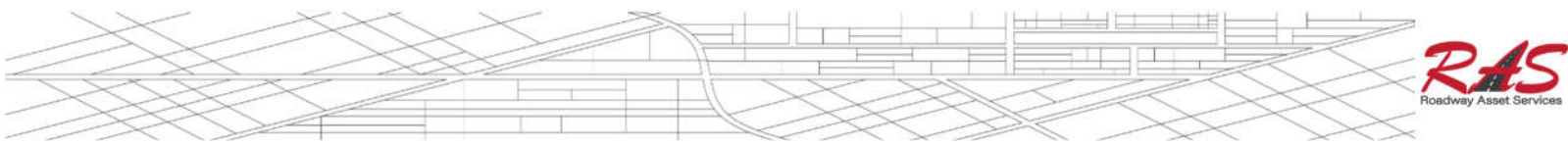
Cycle	Lane Miles
FY22	285.4
FY23	133.3
FY24	285.4
FY25	72.5
FY26	350.0

CONSULTANT will utilize the TxDOT Pavement Management Information System (PMIS) methodology for determining the Distress Score (DS) which will be combined with the IRI values to determine the Pavement Condition Score (CS). Skid resistance data will be analyzed to produce a skid number in accordance with the ASTM E-274.

CONSULTANT will provide the OWNER with a GPS “breadcrumb” file of data collection routes and image locations in WGS 1984 Web Mercator Auxiliary Sphere coordinates and access to the application to view files.

1.3 Project Management

CONSULTANT will provide project management, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing weekly progress reports, and schedule updates. Weekly progress reports will include the total days collected and lost due to weather or mechanical issues for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.



CONSULTANT will report any data collection equipment problems, failures, or repairs within 24 hours to the OWNER Project Manager. Provide any information regarding equipment problems, calibration issues, equipment failures, and the ensuing solution to the OWNER Project Manager.

Task 1 Deliverables:

1. The CONSULTANT will deliver weekly progress reports and schedule updates.
2. The CONSULTANT will provide the OWNER with a centerline assessment document for review and approval.

Task 2 - Pavement Data and Image Capture

The CONSULTANT will collect roadway data and images in accordance with each NTP provided by the OWNER using a Roadway Asset Collection (RAC) vehicle in FY 2022. Not all 380 miles will be collected each cycle; the toll roads that will be collected each cycle can be seen on the table below. This collection schedule is subject to change by the OWNER.

FY22	FY23	FY24	FY25	FY26
183A Toll		183A Toll		183A Toll
290 Toll	290 Toll	290 Toll	290 Toll	290 Toll
Express 1 Toll		Express 1 Toll		Express 1 Toll
71 Toll		71 Toll		71 Toll
45 Toll	45 Toll	45 Toll		45 Toll
183 Toll	183 Toll	183 Toll		183 Toll
		183A PHIII		183A PHIII
		183 N		183 N
				MoPac S

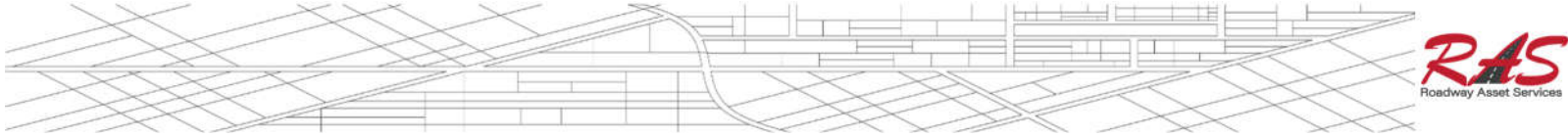
2.1 System Setup and Mobilization

CONSULTANT will work with the OWNER to review and verify that the data is ready to proceed. CONSULTANT will set up the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured.

CONSULTANT will collect data on dry pavement surfaces during daylight hours (30 minutes after sunrise and 30 minutes before sunset). Data collection shall not occur when weather condition inhibits visibility, alters sensor measurements, or obscures the Right-of-Way (ROW) images.

CONSULTANT will not impede the flow of traffic at any time. Data collection will be allowed between 10:00 AM and 4:00 PM, Monday through Friday. This can be modified at OWNER’s approval.

CONSULTANT will collect ride quality and distresses data on all lanes in accordance with the shapefile provided by the OWNER. Collect skid-data resistance on all lanes as defined in each NTP in accordance with the applicable standard.



2.2 Field Data and Image Capture

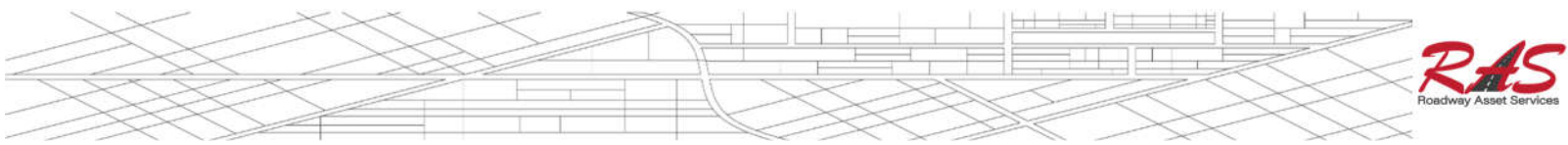
The CONSULTANT team consists of a driver and operator whom will systematically drive the automated data collection vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data on lane lines shown on the shapefile provided by the OWNER. CONSULTANT proposes to use its collection vehicle line scan camera with laser illumination and right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads, shoulders and medians will not be surveyed.



A Roadway Asset Services, LLC automated data collection vehicle

CONSULTANT will perform data field collection on paved travel lanes using a state-of-the-art International Cybernetics Corporation (ICC) data collection vehicle with following systems mounted:

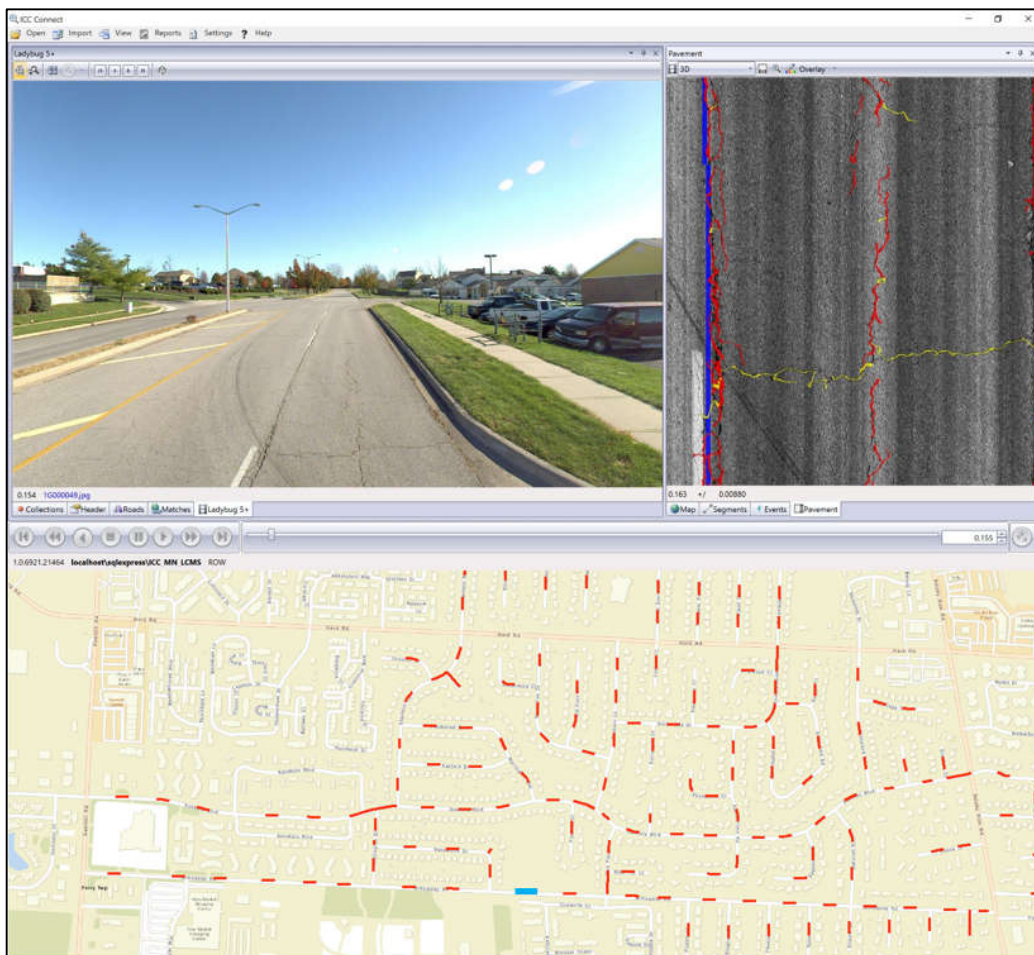
- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, and 360-degree spherical images.
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheelpaths) Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.



The CONSULTANT system collects all pavement and right-of-way images, Inertial Measurement Unit (IMU), DMI and profiler data concurrently.

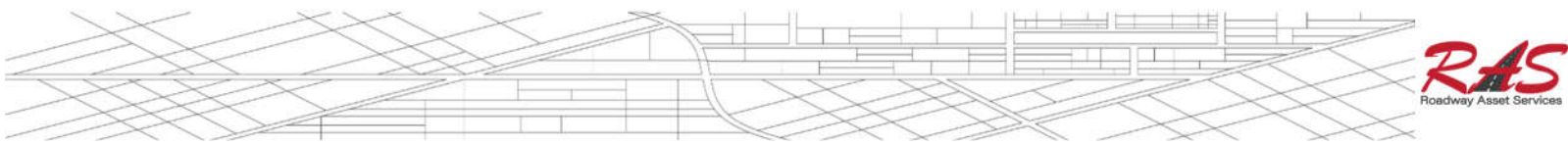
2.3 Pavement Condition Evaluation

CONSULTANT will evaluate the pavement condition survey results in accordance with TxDOT PMIS. CONSULTANT will provide 100% survey of all lanes driven using ICC Connect software to evaluate the pavement condition using automated techniques per the PMIS pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, raveling, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. ICC connect software allows the pavement and right of way imagery to be synced and the distress data to be displayed geospatially to provide another layer of quality assurance.



Pavement Condition Evaluation within ICC Connect software

The international Roughness Index (IRI) will be collected using a class 1 road surface profiler manufactured ICC. The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement. The CONSULTANT will:



- 1) Maintain an Inertial Profile Vehicle Certification issued by TTI. TTI profiler certification can be found at:

<http://tti.tamu.edu/facilities/riderut/about-certification/>

- 2) Provide experienced Equipment Operators, each with a minimum of 3 years of experience within the last 5 years operating pavement data collection equipment or under direct supervision of personnel meeting these qualifications. The Authority reserves the right to review and approve the Equipment Operators resume.
- 3) Submit a list of equipment and collection methods required to perform the service. If the vendor uses multiple vehicles to collect the data, all vehicles and equipment shall employ the identical hardware and software technologies for data collection and analysis.
- 4) Submit current TTI certification documentation. No data collection will occur without current and verified certification.

Task 2 Deliverables:

1. CONSULTANT will provide Right-of-Way imagery for all segments collected in a JPEG format.
2. CONSULTANT will provide downward-facing Pavement Imagery for all segments collected.
3. CONSULTANT will provide International Roughness Index (IRI) values for each delivered road segment in accordance with Tex-1001-S.
4. CONSULTANT will provide Geodatabase of distresses containing the Type, Severity and Extent of distresses along the road segment as defined by the TxDOT PMIS methodology.
5. CONSULTANT will provide an Excel document in the format shown in Exhibit A – Data Reporting Format.

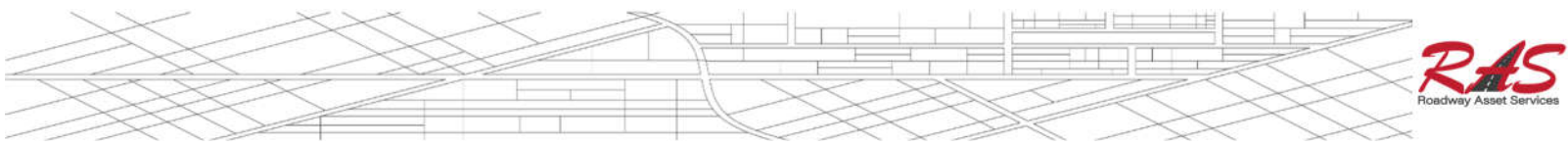
Task 3 – Pavement Data Collection Services

CONSULTANT’s Roadway Asset Collection (RAC) vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. CONSULTANT will collect pavement with the following attributes:

3.1 Pavement Condition (Line Feature) Per OWNER Geodatabase

Feature class name - Pavement_Condition

- CORRIDOR_NAME
- TRAVEL_DIRECTION
- LANE_TYPE
- PVMT_TYPE
- LANE_ID
- FROM_TRM
- TO_TRM
- COL_DATE
- PVMT_COND_SCORE
- PVMT_VIS_DISTRESS
- PVMT_RD_QUALITY



- PVMT_SKID
- RUT_LEFT
- RUT_RIGHT
- DTS_NOTES
- U_SRut
- U_DRut
- U_Patch
- U_Fail
- U_Block
- U_Alq
- U_LCrack
- U_TCrack
- U_Spall
- U_Punch
- U_ACPat
- U_PCPat
- U_Ride
- Raveling
- Flushing
- AvgCrkSpac

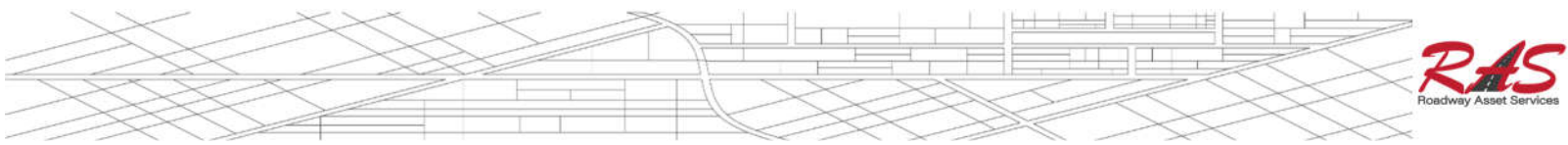
3.2 Pavement IRI (Line Feature) Per OWNER Geodatabase

Feature class name - Pavement_IRI

- CORRIDOR_NAME
- TRAVEL_DIRECTION
- LANE_TYPE
- PVMT_TYPE
- LANE_ID
- COL_DATE
- DTS_NOTES
- FROM_TRM
- TO_TRM
- IRI_LEFT
- IRI_RIGHT
- IRI_SCORE
- SKID_LEFT
- SKID_RIGHT

3.3 Rutting and Ride Quality Evaluation

CONSULTANT is very experienced with collecting and reporting Tex-1001-S data. IRI (International Roughness Index) will be collected using equipment that meets Tex-1001-S standards.



IRI Data: Profiles shall be collected in both wheel paths using inertial profile equipment according to TxDOT Test Method Tex-1001-S. All inertial profile equipment must hold a current TTI profiler certification. This certification must be submitted with the response. IRI data for both wheel paths shall be calculated and reported at a 0.1 mile interval as described in the TxDOT format in Exhibit A - Data Reporting Format.

Rutting: Rutting will be collected for both the left and right wheel paths to an accuracy of a thousand of an inch. The average rut depths over each 0.1 mile segment will be reported for both the left and right wheel paths. Rutting for each wheel path in the section will also be reported as percentages of none (0 -0.24 inch), shallow (0.25 -0.49 inch), deep (0.5 -0.99 inch), severe (1.00 -1.99 inches), and failure (≥ 2.00 inches) as described in the TxDOT format in Exhibit A - Data Reporting Format. Maximum sample interval between rut measurements is 48 inches and will be calculated and reported at a 0.1 mile interval. The transverse profile for rut determination will start and end 4 inches from the inside edges of the traffic stripes when the stripes are available.

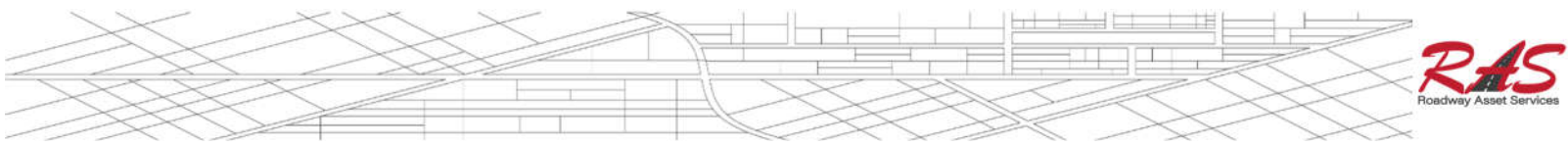
CONSULTANT's Roadway Asset Collection (RAC) vehicles will capture IRI data simultaneously with pavement distress data. CONSULTANT utilizes a surface profiling system manufactured by ICC for evaluating the smoothness of pavement. The profiler uses infrared lasers and precision accelerometers to obtain accurate and precise profile measurements at speeds up to 65 mph. CONSULTANT RAC technicians have been trained and certified by ICC for the operation of road profilers and imaging systems. The proposed RAC vehicle for this project has been certified by ICC.

3.4 Skid Resistance Data

Pavement friction testing is to be performed in accordance with ASTM E274/E274-15, Standard Test Method for Skid Resistance of Paved Surfaces Using a Full-Scale Tire and will be subcontracted by the CONSULTANT to Applied Research Associates, Inc. (ARA). Testing will be performed with ARA's pavement friction testing equipment. Skid testing will not be conducted or reported on any ramps, shoulders, medians, gores or other pavements not generally expected to be utilized at speed by the traveling public. Testing is expected to be performed at 50 mph at an interval not to exceed 0.1 miles to ensure at least one test is performed in each auditable unit. If testing at 50 mph is not possible due to traffic, geometric conditions or speed limits, data will be corrected back to 50 mph as reported as Skid Number for 50 mph with a Smooth tire (SN50S).

ARA's Skid Resistance Tester, shown at the top of the next page, was manufactured by Dynatest in 2006 and was most recently calibrated by the manufacturer in November 2021. With a 425-gallon water tank on board, ARA is able to operate at maximum testing efficiency and produce high-quality results with fewer stops required to refill the tank. ARA will test the left wheel path of the lane being tested with a standard smooth test tire.

All skid-resistance equipment must hold a current TTI certification. This certification must be submitted with the proposal. Skid-resistance data shall be calculated and reported at a 0.5 mile intervals as provided in the shape file from the OWNER for pavement segmentation. Data must be reported in an exportable, open, digital format or incorporated into the file geodatabase.





ARA's Austin-based locked wheel pavement friction tester

To ensure a safe testing environment for both ARA and the traveling public, a chase protection vehicle with a flashing warning light is necessary while testing during daytime operation. ARA understands OWNER maintenance crews may be able to provide this protection vehicle during testing but has supplied a line-item estimate for this service should a third-party traffic control provider be required.

Additionally, ARA understands OWNER will be able to provide ARA with access to water for testing. At 50 mph, a full tank of water is required to conduct approximately 175-325 tests. The in-truck tank may be filled from a dedicated water truck, a local fire hydrant, or a hose (preferable 1.5" or larger). If a hydrant is to be used, OWNER will need to provide all necessary meters or back-flow preventers as required by the local water agencies. (ARA will provide a hydrant wrench and all necessary hose adapters.)

For safety reason due to the testing at speeds likely well below the prevailing speed of traffic, all friction testing will be conducted during overnight hours.

Task 3 Deliverables:

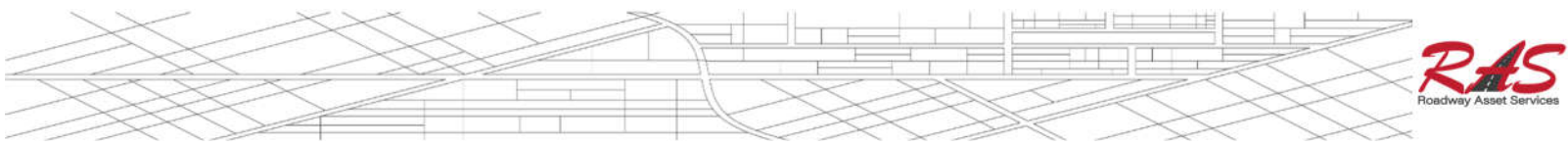
- CONSULTANT will deliver Skid Number (SN) for each test location as identified above in a GIS file geodatabase.
- CONSULTANT will provide an Excel document in the format shown in Exhibit A – Data Reporting Format.
- ARA will produce a report detailing collection efforts, results for skid data analysis, and abnormal occurrences encountered during testing operations.

Task 4 Pavement Final Report

CONSULTANT will deliver a Final Pavement Condition Index Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Pavement condition by road segment as defined by the TxDOT PMIS methodology and OWNER provided geodatabase and shapefile.
- Exhibits showing pavement condition, IRI results, skid results, lane, and pavement type.

Task 4 Deliverables:



1. CONSULTANT will deliver a Final Pavement Condition Report as defined by the TxDOT PMIS methodology.

Task 5 Quality Assurance and Quality Control

The CONSULTANT will perform quality assurance and quality control on all data collected.

CONSULTANT has a proven Quality Assurance (QA)/Quality Control (QC) procedure for all mobile data collection projects. CONSULTANTS QC procedures begin with the collection vehicle collection process.

The technician will check each camera's exposure rate, image quality and GPS and IMU operation to ensure the data collection system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the collection logbook. The collection logbook also contains information such as date, location, technician and drivers name, any issue that developed during the collection day and DMI calibration runs. CONSULTANT will maintain a Microsoft Access database of any collection or other project issues. All project team personnel including OWNER personnel will have access to the database to log comments, check the status of issues and have one central repository to track project issues and resolutions. The OWNER will provide the location of the central repository.

During image collection, the technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. Once resolved, the collection run begins from the beginning for the road segment collected. The technician also monitors GPS reception during collection. If GPS reception is lost (measured using PDOP – positional dilution of precision), the technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved. All issues resulting in the collection run being stopped will be recorded in the collection logbook along with the resolution.

With a completed collection drive delivered to CONSULTANT offices, images are post processed and provided to the image QC Officer who will perform quality control checks on each delivery provided. The QC Officer will visually review the collection routes for image quality. All collection runs that are considered of low quality will be marked for recollection before the data collection vehicle(s) is allowed to demobilize.

Additionally, CONSULTANT will provide independent quality checks via field verification to confirm accuracy of automated data collection.

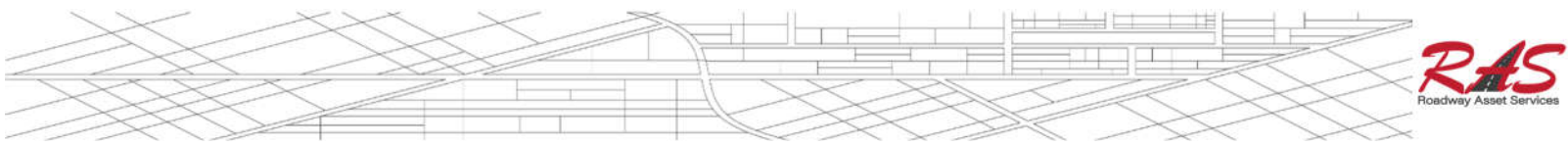
TASK 5 Deliverables:

- CONSULTANT will perform field verification of pavement condition scores with OWNER staff to answer questions and resolve discrepancies in data and field observations.

Acceptance Criteria

The results of the data collection shall be quality checked for rating consistency by CONSULTANT to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected, and Quality Control checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed it must be accurate to the nearest foot. If the data has more errors



than allowable the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

Method of measurement of acceptable quality level (AQL)

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect) In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged.

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
9	to	15	3	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
16	to	25	5	≤ 0	≤ 0	≤ 0	≤ 0	≤ 1
26	to	50	8	≤ 0	≤ 0	≤ 0	≤ 1	≤ 1
51	to	90	13	≤ 0	≤ 0	≤ 1	≤ 1	≤ 2
91	to	150	20	≤ 0	≤ 1	≤ 1	≤ 2	≤ 3
151	to	280	32	≤ 1	≤ 1	≤ 2	≤ 3	≤ 5
281	to	500	50	≤ 1	≤ 2	≤ 3	≤ 5	≤ 7
501	to	1,200	80	≤ 2	≤ 3	≤ 5	≤ 7	≤ 10
1,201	to	3,200	125	≤ 3	≤ 5	≤ 7	≤ 10	≤ 14
3,201	to	10,000	200	≤ 5	≤ 7	≤ 10	≤ 14	≤ 21
10,001	to	35,000	315	≤ 7	≤ 10	≤ 14	≤ 21	≤ 21
35,001	to	150,000	500	≤ 10	≤ 14	≤ 21	≤ 21	≤ 21
150,001	to	500,000	800	≤ 14	≤ 21	≤ 21	≤ 21	≤ 21
500,001	and over		1250	≤ 21	≤ 21	≤ 21	≤ 21	≤ 21

Example: a delivery results in 100 assets – each asset has been determined to have 10 attributes to be captured (including the physical presence “attribute” for each asset) – thus total units of measure for the Batch size = 1,000 (100 x 10). Based on Table A, a Quality Control using a sample size of 80 units should be assessed for quality. With an expected accuracy of 97%, the allowable number of errors ≤ 5.

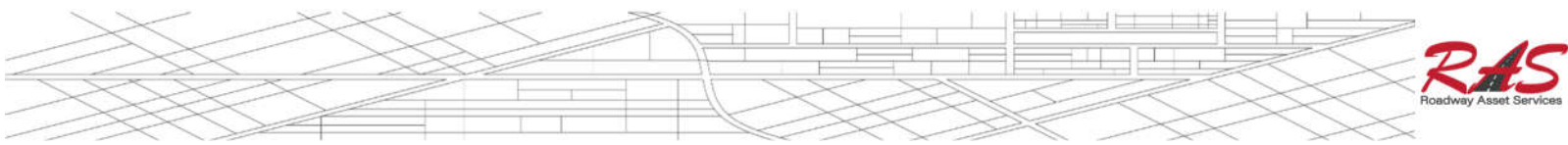


Exhibit A
Central Texas Regional Mobility Authority Pavement Data Collection Services

RIDE QUALITY REPORT OF PAVEMENT SMOOTHNESS

DATE COLLECTED: 00/00/2019 TIME COLLECTED: 00:00:00
 FILENAME: File Path
 EQUIPMENT#: XYZ123 ROADWAY: 183A
 AGENCY: CTRMA LANE ROADBED: A1
 COUNTY: WILLIAMSON BEGIN TRM: 0588+00.300

PROFILE LENGTH (MILES): 0.000
 TOTAL BUMPS/DIPS DETECTED: 000
 AVG LEFT IRI: 000.0 AVG RIGHT IRI: 000.0
 AVG IRI: 000.0

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	

*Notes: Bumps closer than 5 feet are not shown or counted.
 Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.1505 inches from the moving average of the profile.
 Bumps not calculated on margins of profile where filtering is tapered on and off.

DIST	PSI	IRI (L)	IRI (R)	AVG (IRI)	RUT (L)	RUT (R)	LAT/LONG
0.1	3.62	106.06	98.67	102			
0.2	2.6	166.75	173.38	170			
0.3	4.25	70.56	70.98	71			
0.4	3.62	102.46	102.53	102			
0.5	2	216.62	225.88	221			
0.6	2.25	189.41	208.14	199			
0.7	0.19	466.72	395.27	431			
0.8	3.33	124.85	113.52	119			
0.9	3.88	96.84	79.86	88			
1	4.27	70.01	69.96	70			
1.1	4.48	64.55	57.82	61			
1.2	3.42	104.39	123.49	114			
1.3	2.83	154.31	151.28	153			
1.4	3.09	128.71	140.18	134			
1.5	1.65	260.6	248.58	255			
1.6	2.97	157.75	127.29	143			
1.7	2.48	175.37	183.39	179			
1.8	3.34	128.65	109.16	119			
1.9	2.15	200.67	213.7	207			
2	2.48	175.94	182.79	179			
2.1	1.65	265.68	243.82	255			
2.2	2.91	131.81	162.98	147			
2.3	3.54	99.53	114.4	107			
2.4	3.7	99.99	95.94	98			

Exhibit A
Central Texas Regional Mobility Authority Pavement Data Collection Services

2.5	2.26	195.46	199.38	197		
2.6	2.84	158.21	145.63	152		
2.7	2.29	188.89	202.34	196		
2.8	3.55	117.04	94.83	106		
2.984	1.64	240.15	270.4	255		
AVG IRI (L):		000.0	AVG IRI (R):		000.0	AVG (IRI): 000.0

BUMPS/DIPS PER WHEELPATH

LEFT WHEELPATH

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
-----	-----	-----	-----	-----
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	

RIGHT WHEELPATH

DISTANCE	TYPE	LENGTH (FEET)	ELEV (INCHES)	LAT/LONG
-----	-----	-----	-----	-----
0.0722	DIP	2.8	-0.18	
0.1151	BUMP	0.1	0.15	
0.1186	BUMP	1	0.16	
0.1234	BUMP	2.4	0.19	
0.126	DIP	5.2	-0.22	
0.1319	BUMP	0.1	0.15	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2022 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
286	Collect Street Network (test miles)*	80	22880
286	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	11440
30	Sr. Pavement Consultant (Hours)	275	8250
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
75	GIS Analyst - Processing (Hours)	110	8250
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 73270

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
286	TxDOT PMIS Data Conversion	25	7150
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 7150
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2,145	0
Subtotal C:			0
Delivery Date:		D. Total Purchase Price (A+B+C): 80420	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

 Contract
 No.:

HP08-21

 Date
 Prepared:

12/13/2021

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Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2023 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
133	Collect Street Network (test miles)*	80	10640
133	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	5320
25	Sr. Pavement Consultant (Hours)	275	6875
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
35	GIS Analyst - Processing (Hours)	110	3850
	*:Based on 100% coverage of lanes driven		0
	** :Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 49135

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
133	TxDOT PMIS Data Conversion	25	3325
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 3325
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	7%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

286	Skid Resistance Testing	171	48906
4	Optional Traffic Control	2145	8580
Subtotal C:			57486
Delivery Date:		D. Total Purchase Price (A+B+C): 109946	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2024 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
286	Collect Street Network (test miles)*	80	22880
286	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	11440
30	Sr. Pavement Consultant (Hours)	275	8250
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
75	GIS Analyst - Processing (Hours)	110	8250
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 73270

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
286	TxDOT PMIS Data Conversion	25	7150
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 7150
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2145	0
Subtotal C:			0
Delivery Date:		D. Total Purchase Price (A+B+C): 80420	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2025 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
73	Collect Street Network (test miles)*	80	5840
73	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	2920
20	Sr. Pavement Consultant (Hours)	275	5500
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
20	GIS Analyst - Processing (Hours)	110	2200
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 38910

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
73	TxDOT PMIS Data Conversion	25	1825
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 1825
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	5%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

0	Skid Resistance Testing	171	0
0	Optional Traffic Control	2145	0
Subtotal C:			0
Delivery Date:		D. Total Purchase Price (A+B+C): 40735	


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

12/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Central Texas Regional Mobility Authority	Contractor:	H2O Partners
Contact Person:	Lisa Pohlmeier	Prepared By:	Melissa Trent
Phone:		Phone:	512-740-5014
Fax:		Fax:	
Email:	lpohlmeier@ctrma.org	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	Year - 2026 Pavement Evaluation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up & GPS Network Creation and Mobilization (lump sum)	7450	7450
350	Collect Street Network (test miles)*	80	28000
350	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles)*, **	40	14000
32	Sr. Pavement Consultant (Hours)	275	8800
1	Pavement Report without multi-year budget scenarios (Lump Sum)	15000	15000
92	GIS Analyst - Processing (Hours)	110	10120
	*:Based on 100% coverage of lanes driven		0
	**Assumes Client will import database into PMS software		0
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 83370

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
350	TxDOT PMIS Data Conversion	25	8750
			0
			0
			0
Total From Other Sheets, If Any:			
			Subtotal B: 8750
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	10%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

350	Skid Resistance Testing	170	59500
5	Optional Traffic Control	2145	10725
Subtotal C:			70225
Delivery Date:		D. Total Purchase Price (A+B+C): 162345	

HGACBuy Contract (No. HP08-21)
Central Texas Regional Mobility Authority

H2O Partners Inc.

By: _____
Name: Eric Howard Date _____
Title: Vice President

Central Texas Regional Mobility Authority

By: _____
Name: James M. Bass Date _____
Title: Executive Director

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

H2O Partners, Inc.

Signature  0A988C0878D54DB...

Name Jo Ann Howard

Title President

Date 8/18/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/23/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include

a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HGACBuy

Attachment A**H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

H2O Partners Labor Category	Hourly Rates
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00

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Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management Labor Category	Hourly Rates
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00
Visual Observer for Remote UAV	\$160.00
Roadway Asset Services (RAS) Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00

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Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00
Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00

HGACBuy

Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #8
Quarterly Project Updates

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

Project Description/Background:

Projects under construction:

- A. 183A Phase III
- B. 183 North Mobility Project

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #9

Executive Director Board Report

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

Project Description/Background:

Executive Director Report.

- A. Report on TIFIA Loan closing for the 183 North Mobility Project.
- B. Agency performance metrics.
 - (i) Roadway performance
 - (ii) MoPac performance
 - (iii) Call-Center performance

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #10

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

January 26, 2022
AGENDA ITEM #11

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2021
AGENDA ITEM #12

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #13

Discuss and consider authorizing the Executive Director to take such actions as necessary to resolve issues arising from the default of DBi Services LLC

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, Acting Director of Engineering
Associated Costs:	Not to exceed previously approved amounts
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Performance Based Maintenance Contract (PBMC) includes routine Maintenance Services and associated items on existing and future Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW.

Previous Actions & Brief History of the Program/Project: Board Resolution No. 20-026 authorized the Executive Director to negotiate and execute the PBMC for existing and future Mobility Authority Roadways and related facilities and for adjacent TxDOT roadways with DBi Services, LLC. The Executive Director executed the PBMC on July 1, 2020. DBi Services, LLC secured contract required payment and performance bonds through Berkshire Hathaway Specialty Insurance Company.

On October 22, 2021, DBi Service, LLC ceased maintenance operations on the Mobility Authority facilities.

Board Resolution No. 21-066 authorized the Executive Director to procure, negotiate, and execute a contract (including an interlocal agreement) for the immediate provision of maintenance services.

Board Resolution No. 21-071 Authorized the Executive Director to spend up to

\$3,000,000 to ensure the safe and continued operations of Mobility Authority facilities, including for the purchase of maintenance equipment and for any necessary change orders to the contract with Roy Jorgenson and Associates, Inc.

Berkshire Hathaway Specialty Insurance Company has proposed a completion contractor to take over the original PBMC contract through the term of the performance bond period.

Financing: Operating Budget

Action requested/Staff Recommendation:

Staff recommends the Board authorize the Executive Director to take all required actions related to a claim against Berkshire Hathaway Specialty Insurance Company for the maintenance services contract including: negotiating and executing an agreement with Berkshire Hathaway Specialty Insurance Company to provide for a completion contractor for the Performance Based Maintenance Contract, modifying the related inter local agreement, and executing change orders up to not to exceed amounts previously approved by the Board.

Backup provided: Draft resolution to be provided at the board meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 26, 2022
AGENDA ITEM #14

Adjourn Meeting

Adjourn Board Meeting.